

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION</b>	<b>3</b>
1.1 INTRODUCTION	3
1.2 Summary	ERROR! BOOKMARK NOT DEFINED.
1.3 DEBRIEFINGS	4
<b>PART 2 - SUPPLIER INSTRUCTIONS</b>	<b>5</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	5
2.2 SUBMISSION OF ARRANGEMENTS	5
2.3 FORMER PUBLIC SERVANT - NOTIFICATION	5
2.4 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - NOTIFICATION	5
2.5 ENQUIRIES - REQUEST FOR SUPPLY ARRANGEMENTS	5
2.6 APPLICABLE LAWS	6
<b>PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS</b>	<b>7</b>
3.1 ARRANGEMENT PREPARATION INSTRUCTIONS	7
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION</b>	<b>8</b>
4.1 EVALUATION PROCEDURES	8
4.2 BASIS OF SELECTION	8
<b>PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION</b>	<b>9</b>
5.1 CERTIFICATIONS REQUIRED WITH THE ARRANGEMENT	9
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A SUPPLY ARRANGEMENT AND ADDITIONAL INFORMATION	9
<b>PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES</b>	<b>12</b>
<b>A. SUPPLY ARRANGEMENT</b>	<b>12</b>
6.1 ARRANGEMENT	12
6.2 SECURITY REQUIREMENTS	12
6.3 STANDARD CLAUSES AND CONDITIONS	12
6.4 TERM OF SUPPLY ARRANGEMENT	13
6.5 AUTHORITIES	13
6.6 IDENTIFIED USERS	13
6.7 ON-GOING OPPORTUNITY FOR QUALIFICATION	13
6.8 PRIORITY OF DOCUMENTS	13
6.9 CERTIFICATIONS	14
6.9.2 APPLICABLE LAWS	14
<b>B. BID SOLICITATION</b>	<b>15</b>
6.1 BID SOLICITATION DOCUMENTS	15
6.2 BID SOLICITATION PROCESS	16
<b>C. RESULTING CONTRACT CLAUSES</b>	<b>17</b>
6.1 GENERAL	17
6.2 PAYMENT	17
6.3 SACC MANUAL CLAUSES	17
6.4 INSURANCE REQUIREMENTS	18
<b>ANNEX A</b>	<b>19</b>

Solicitation No. - N° de l'invitation

F6160-150018/B

Client Ref. No. - N° de réf. du client

F6160-150018

Amd. No. - N° de la modif.

File No. - N° du dossier

XAQ-5-38128

Buyer ID - Id de l'acheteur

XAQ031

CCC No./N° CCC - FMS No./N° VME

---

STATEMENT OF WORK .....	19
<b>ANNEX B EVALUATION CRITERIA .....</b>	<b>22</b>
<b>ANNEX C INTEGRITY PROVISIONS – LIST OF NAMES .....</b>	<b>24</b>
<b>ANNEX D DECLARATION FORM FOR PROCUREMENT .....</b>	<b>28</b>
<b>ANNEX E PERIODIC USAGE REPORTS.....</b>	<b>28</b>
<b>ANNEX F INSURANCE REQUIREMENTS .....</b>	<b>29</b>
<b>ANNEX G.....</b>	<b>33</b>
<b>CONTRACTING PROCESS/STATEMENT OF WORK FORMAT.....</b>	<b>33</b>

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions: provides Suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided; and
- Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:
  - 6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;
  - 6B, includes the instructions for the bid solicitation process within the scope of the SA;
  - 6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include the Statement of Work and the information for Code of Conduct. Annex A, Statement of Work, Annex B, Evaluation Criteria, Annex C, Integrity Provisions, Annex D, Declaration Form for Procurement, Annex E, Periodic Usage Report, Annex F, Insurance Requirements and Annex G, Contracting Process/Statement of Work.

### **1.2 Summary**

The Department of Fisheries and Oceans Canada (DFO), Newfoundland and Labrador region intends to establish a Supply Arrangement(s) for the provision of scientific services involving a knowledge of and technical support for a broad range of marine fish, fisheries, invertebrates, birds, marine mammals and habitats in the waters of Newfoundland and Labrador. Individual research projects will be related to monitoring of existing or proposed *Oceans Act* Marine Protected Areas (MPAs) as well as contributing to broader MPA program objectives and strategies. Please refer to the Statement of Work attached at Annex A.

The period for awarding contracts under the Supply Arrangement is from November 1, 2015 to October 31, 2016 with two separate one year options to renew at November 1, 2016 and November 1, 2017.

The requirement covered by the bid solicitation of any resulting supply arrangement may be subject to a preference for Canadian goods and/or services or may be limited to Canadian goods and/or services.

---

**Set-aside under the Procurement Strategy for Aboriginal Business**

This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business see Annex 9.4 of the *Supply Manual*.

Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement.

**1.3 Debriefings**

Suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or in person.

---

## **PART 2 - SUPPLIER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The 2008 (2015-07-03) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

### **2.2 Submission of Arrangements**

Arrangements must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Supply Arrangements.

### **2.3 Former Public Servant - Notification**

Service contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Therefore, the bid solicitation will require that you provide information that, were you to be the successful bidder, your status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to report this information on the departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, Contracting Policy Notice 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

### **2.4 Federal Contractors Program for Employment Equity - Notification**

The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to Employment and Social Development Canada (ESDC) - Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on Employment and Social Development Canada (ESDC) - Labour's website.

### **2.5 Enquiries - Request for Supply Arrangements**

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than 7 calendar days before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by Suppliers to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that Suppliers do so, so that the proprietary nature of the question(s) is

---

eliminated, and the enquiry can be answered to all Suppliers. Enquiries not submitted in a form that can be distributed to all Suppliers may not be answered by Canada.

## **2.6 Applicable Laws**

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Newfoundland and Labrador.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Suppliers.

---

## **PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS**

### **3.1 Arrangement Preparation Instructions**

Canada requests that Suppliers provide the arrangement in separately bound sections as follows:

Section I:        **Technical Arrangement (2 hard copies)**

Section II:       **Certifications (1 hard copy)**

Canada requests that Suppliers follow the format instructions described below in the preparation of the arrangement.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Supply Arrangements.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Suppliers should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I:        Technical Arrangement**

In the technical arrangement, Suppliers should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II:       Certifications**

Suppliers must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangements including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the arrangements.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

**Please refer to Annex B**

### **4.2 Basis of Selection**

#### **4.2.1 SACC Manual Clause**

A0031T (2010-08-16) Basis of Selection - Mandatory Technical Criteria



---

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Suppliers must provide the required certifications and additional information to be issued a supply arrangement (SA).

The certifications provided by Suppliers to Canada are subject to verification by Canada at all times. Canada will declare an arrangement non-responsive, or will declare a contractor in default if any certification made by the Supplier is found to be untrue whether made knowingly or unknowingly during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

The Supply Arrangement Authority will have the right to ask for additional information to verify the Supplier's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Supply Arrangement Authority will render the arrangement non-responsive, or constitute a default under the Contract.

### 5.1 Certifications Required with the Arrangement

Suppliers must submit the following duly completed certifications as part of their arrangement.

#### 5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Supplier must provide with its arrangement, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to the Issuance of a Supply Arrangement and Additional Information

The certifications and additional information listed below should be submitted with the arrangement, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Supply Arrangement Authority will inform the Supplier of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the arrangement non-responsive.

#### 5.2.1 Integrity Provisions – List of Names (Please complete Annex C and return with the offer)

Suppliers who are incorporated, including those submitting an arrangement as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Supplier.

Suppliers submitting an arrangement as sole proprietorship, as well as those submitting an arrangement as a joint venture, must provide the name of the owner(s).

Suppliers submitting an arrangement as societies, firms or partnerships do not need to provide lists of names.

#### 5.2.2 Additional Certifications Precedent to Issuance of a Supply Arrangement

##### 5.2.2.1 Status and Availability of Resources

*SACC Manual* clause S3005T (2008-12-12) Status and Availability of Resources.

### 5.2.2.2 Education and Experience

*SACC Manual* clause S1010T (2008-12-12) Education and Experience

### 5.2.2.3 Workers Compensation Certification – Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within 3 days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

## 5.3 Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business see Annex 9.4, of the *Supply Manual*.
2. The Supplier:
  - i. certifies that it meets, and will continue to meet throughout the duration of the Arrangement, the requirements described in the above-mentioned annex.
  - ii. agrees that any subcontractor it engages under the Arrangement must satisfy the requirements described in the above-mentioned annex.
  - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Supplier must check one applicable box below:
  - ( ) The Supplier is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
  - ( ) The Supplier is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Supplier must check one applicable box below:
  - ( ) The Aboriginal business has fewer than six full-time employees.
  - ( ) The Aboriginal business has six or more full-time employees.
5. The Supplier must, upon request by Canada, provide all information and evidence supporting this certification. The Supplier must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Supplier must provide all reasonably required facilities for any audits.

By submitting an arrangement, the Supplier certifies that the information submitted by the Supplier in response to the above requirements is accurate and complete.

---

### 5.3.1 Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Supply Arrangement Authority, the Supplier must provide the following certification for each owner and employee who is Aboriginal:

1. I am \_\_\_\_\_ (*insert "an owner" and/or "a full-time employee"*) of \_\_\_\_\_ (*insert name of business*), and an Aboriginal person, as defined in Annex 9.4 of the *Supply Manual*, entitled "Requirements for the Set-aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

\_\_\_\_\_  
Printed name of owner and/or employee

\_\_\_\_\_  
Signature of owner and/or employee

\_\_\_\_\_  
Date

## **PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES**

~~Delete this title at the issuance of the SA~~

### **A. SUPPLY ARRANGEMENT**

#### **6.1 Arrangement**

The Supply Arrangement covers the Work described in the Statement of Work at Annex A.

#### **6.2 Security Requirements**

**6.2.1** There is no security requirement applicable to this Supply Arrangement.

#### **6.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### **6.3.1 General Conditions**

2020 (2015-09-03) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

##### **6.3.2 Supply Arrangement Reporting**

###### **Periodic Usage Reports - Supply Arrangement**

The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Supply Arrangement. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Supplier must provide this data in accordance with the reporting requirements detailed in Annex E. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report.

The data must be submitted on a *quarterly basis* to the Supply Arrangement Authority.

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Supply Arrangement Authority no later than 15 calendar days after the end of the reporting period.

---

## 6.4 Term of Supply Arrangement

### 6.4.1 Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement is from November 1, 2015 to October 31, 2016 with two separate one year options to renew at November 1, 2016 and November 1, 2017.

## 6.5 Authorities

### 6.5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Janice Baird, Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
St. John's, NL

Telephone: 709-772-2999

Facsimile: 709-772-4603

E-mail address: janice.baird@pwgsc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

### 6.5.2 Supplier's Representative

Name: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail address: \_\_\_\_\_

## 6.6 Identified Users

The Identified User is: Department of Fisheries and Oceans.

## 6.7 On-going Opportunity for Qualification

A Notice will be posted once a year on the Government Electronic Tendering Service (GETS) to allow new Suppliers to become qualified. Existing qualified Suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement.

## 6.8 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the articles of the Supply Arrangement;

- 
- (b) the general conditions 2020 (2015-09-03), General Conditions - Supply Arrangement - Goods or Services
  - (c) Annex A, Statement of Work;
  - (d) Annex B, Evaluation Criteria;
  - (e) Annex C, Integrity Provisions;
  - (f) Annex D, Declaration Form for Procurement ;
  - (g) Annex E, Periodic Usage Reports;
  - (h) Annex F, Insurance Requirements;
  - (i) Annex G, Contracting Process/Statement of Work Format.
  - (j) the Supplier's arrangement dated \_\_\_\_\_ (*insert date of arrangement*) (*if the arrangement was clarified or amended, insert at the time of issuance of the arrangement: "as clarified on \_\_\_\_\_" or "as amended \_\_\_\_\_". (Insert date(s) of clarification(s) or amendment(s), if applicable).*

## 6.9 Certifications

### 6.9.1 Compliance

The continuous compliance with the certifications provided by the Supplier in its arrangement and the ongoing cooperation in providing additional information are conditions of issuance of the Supply Arrangement (SA). Certifications are subject to verification by Canada during the entire period of the SA and of any resulting contract that would continue beyond the period of the SA. If the Supplier does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the Supply Arrangement.

### SACC Manual Clause

A3000C (2014-11-27) Aboriginal Business Certification

### 6.9.2 Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (*Insert the name of the province or territory as specified by the Supplier in the arrangement, if applicable).*

## **B. BID SOLICITATION**

### **6.1 Bid Solicitation Documents**

Canada will use the following bid solicitation templates based on the estimated dollar value and complexity of the requirement:

- Simple, for low dollar value requirements;
- Medium Complexity (MC) for medium complexity requirements;
- High Complexity (HC) for more complex requirements.

A copy of the template(s) can be provided upon request by contacting the Procurement Process Tools Division by sending a query to [Outilsd'approvisionnement.ProcurementTools@tpsgc-pwgsc.gc.ca](mailto:Outilsd'approvisionnement.ProcurementTools@tpsgc-pwgsc.gc.ca).

**Note:** References to the HC, MC and Simple templates in PWGSC Requests for Supply Arrangements are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

The bid solicitation will contain as a minimum the following:

- (a) a complete description of the Work to be performed;
- (b) 2003, Standard Instructions - Goods or Services - Competitive Requirements;

Subsection 3 of Section 01, Integrity Provisions - Bid of the Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

#### **3. List of Names**

- a. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA).
- b. These Bidders must immediately inform Canada in writing of any changes affecting the list of directors during this procurement process."
- (d) bid preparation instructions;
- (e) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (f) evaluation procedures and basis of selection;
- (g) certifications;
  - ***Federal Contractors Program (FCP) for Employment Equity - Notification***
  - SACC Manual A3005T, A3010T for service requirements when specific individuals will be proposed for the work;
  - ***5.1.1 Declaration of Convicted Offences;***

- 
- (i) conditions of the resulting contract.

## **6.2 Bid Solicitation Process**

**6.2.1** Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from Suppliers who have been issued a SA.

**6.2.2** The bid solicitation will be sent directly to Suppliers. This process is outlined in Annex E – Contracting Process/Statement of Work Format.

*The following forms must be used for the first page of the bid solicitation document and the first page of the resulting contract document. These forms are available on the Electronic Forms Catalogue ([http://publiservice-app.tpsgc-pwgsc.gc.ca/forms/text/search\\_for\\_forms-e.html](http://publiservice-app.tpsgc-pwgsc.gc.ca/forms/text/search_for_forms-e.html)) website.*

*PWGSC-TPSGC 9400-3, Bid Solicitation*

*PWGSC-TPSGC 9400-4, Contract*



## C. RESULTING CONTRACT CLAUSES

### 6.1 General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

For any contract to be awarded using the template:

- (a) **Simple** (for low dollar value requirements), general conditions 2029 will apply to the resulting contract;
- (b) **MC** (for medium complexity requirements), general conditions 2010C will apply to the resulting contract;
- (c) **HC** (for high complexity requirements), general conditions 2035 will apply to the resulting contract.

A copy of the template(s) can be provided upon request by contacting the Procurement Process Tools Division by sending a query to [Outilsd'approvisionnement.ProcurementTools@tpsgc-pwgsc.gc.ca](mailto:Outilsd'approvisionnement.ProcurementTools@tpsgc-pwgsc.gc.ca).

**Note:** References to the HC, MC and Simple templates in PWGSC Requests for Supply Arrangements are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

### 6.2 Payment

#### 6.2.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices/lot price, as specified in Annex "B" - Basis of Payment of the individual requirements.

#### 6.2.2 Single Payment

*SACC Manual* clause H1000C (2008-05-12) Single Payment

#### 6.2.3 Payment by Credit Card

The following credit card is accepted: \_\_\_\_\_

**OR**

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

### 6.3 SACC Manual Clauses

*SACC Manual* clause A0285C (2007-05-25), Workers Compensation  
*SACC Manual* clause A0290C (2008-05-12), Hazardous Waste - Vessels  
*SACC Manual* clause A1009C (2008-05-12), Work Site Access  
*SACC Manual* clause A9019C (2011-05-16), Hazardous Waste Disposal  
*SACC Manual* clause A9039C (2008-05-12), Salvage

---

*SACC Manual* clause A9055C (2010-08-16), Scrap and Waste Material  
*SACC Manual* clause A9065C (2006-06-16), Identification Badge  
*SACC Manual* clause A9066C (2008-05-12), Vessel - Access by Canada  
*SACC Manual* clause A9068C (2010-01-11), Government Site Regulations  
*SACC Manual* clause B1501C (2006-06-16), Electrical Equipment  
*SACC Manual* clause B1505C (2006-06-16), Shipment of Hazardous Materials

#### **6.4 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex "F". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### **Authority**

The Contractor shall not proceed with any design change, additional work or new work without the written authorization of the Contracting Authority. Any work taken in hand without the Contracting Authority's written authorization shall be considered to be work carried out outside the scope of the known contracted work and no extra payment shall be made for any such work.

the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## **Annex A**

### **Statement of Work**

#### **Supply Arrangement for the Newfoundland and Labrador Marine Protected Areas (MPAs) Program**

##### **Background**

The Department of Fisheries and Oceans Canada (DFO) intends to establish a Supply Arrangement for the provision of scientific services involving a knowledge of and technical support for a broad range of marine fish, fisheries, invertebrates, birds, marine mammals and habitats in the waters of Newfoundland and Labrador. Individual research projects will be related to monitoring of existing or proposed *Oceans Act* Marine Protected Areas (MPAs) as well as contributing to broader MPA program objectives and strategies.

The overall objective is to effectively monitor the *Oceans Act* MPAs and inform the management of the MPA program; including the MPA network, on behalf of Canadians. In 2014, the National Conservation Plan (NCP) was launched to provide a more coordinated approach to conservation efforts across the country. The marine protection agenda at DFO includes two key areas of work that flow from the Minister's responsibilities under the *Oceans Act*: designating, monitoring and managing *Oceans Act* marine protected areas (MPAs); and leading the development of marine protected area networks, which will include marine protection mechanisms established by other authorities as well as by DFO.

##### **Geographic Areas**

For the purposes of Canada's National MPA Network the area includes all waters of DFO's Newfoundland and Labrador region (Figure 1).

Currently the Fisheries and Oceans Canada (DFO), Newfoundland and Labrador region MPA Program consists of: two designated *Oceans Act* Marine Protected Areas (Eastport and Gilbert Bay), as well as, the Laurentian Channel Area of Interest (AOI); in addition, ongoing Network planning is progressing in the region. There are regulatory requirements to demonstrate MPA effectiveness in meeting marine conservation goals and objectives.

Field sample collection could potentially include any inshore and/or offshore waters of Newfoundland and Labrador using appropriate vessels and other equipment as required under specific contracts.

The area covered by this Supply Arrangement is delimited inshore and offshore waters of Newfoundland and Labrador (out to 200 mile limit in to the low water mark and estuaries). The following areas will be delineated for the purposes of this SA:

- Gilbert Bay & Southern Labrador
- Eastport & Bonavista Bay
- Laurentian Channel & southern Newfoundland
- Other inshore Newfoundland
- Other offshore Newfoundland
- Other inshore Labrador
- Other offshore Labrador
- Land based activity

##### **MPA Program Objectives**

The overall goal is to provide long-term protection of marine biodiversity, ecosystem function and special natural features. Within the NL region there are two bioregions, NL Shelves and Gulf of St. Lawrence. These bioregions will have strategic objectives that generally align with national strategic objectives (below):

- Protect areas of uniqueness, aggregation and fitness consequences
- Protect examples of all "eco-units" within the bioregion
- Protect key forage species, influential predators, nutrient importing and exporting species, structure providing species and community properties, and other species identified as important for the ecosystem
- Recover depleted species
- Protect rare species
- Contribute to the mitigation of climate change impacts by protecting carbon storing habitats, where possible

Within the DFO NL region (Figure 1) there are also existing MPAs and an Area of Interest (AOI). The Eastport MPA is a small MPA of 2.1 km<sup>2</sup> (Figure 2); the conservation objective is to "conserve and protect the local lobster population". The Gilbert Bay MPA is larger at 61 km<sup>2</sup> (Figure 3), with a conservation objective "to conserve and protect a unique species of Atlantic cod". The Laurentian Channel AOI is approximately 12,000km<sup>2</sup> (Figure 4) with an overall goal to "conserve biodiversity and several conservation objectives focusing on protecting key species (including Corals and Sea Pens, Porbeagle Shark, Black Dogfish, Skate, Northern Wolffish and Leatherback Sea turtles) and habitats, ecosystem structure and function and through scientific research". This research/monitoring will assist DFO in the understanding and protection of several of the species and populations of concern in all three MPA/AOI(s) within the Newfoundland and Labrador region.

#### **Types of Work**

The Department of Fisheries and Oceans Canada may require scientific and or technical services under this Supply Arrangement:

#### **Monitoring/Research associated with MPA Program Objectives.**

This work may include any of the following (but not limited to):

- (a) Logbooks
- (b) At-sea sampling (e.g. lobster traps)
- (c) Tagging studies (e.g. streamer and acoustic tags)
- (d) Fecundity and larval drift studies (e.g. counting lobster eggs)
- (e) Habitat mapping
- (f) Fin clip collection and genetic analysis
- (g) Aquatic invasive species (e.g. identification, mitigation, monitoring)
- (h) Deployment, maintenance and redeployment of equipment (e.g. underwater cameras, ROV's, acoustic recorders)
- (i) Boat charter associated with MPA monitoring/research

#### **Biological sample collection, and/or processing and/or related analysis:**

This work may include any of the following (but not limited to):

- (a) Fish and invertebrates all life stages (e.g. measure and weigh Black dogfish)
- (b) Plankton (e.g. plankton tows)
- (c) Marine mammals (e.g. observations Leatherback sea turtles)
- (d) Birds
- (e) Isotopes

#### **Taxonomic, biodiversity, environmental, or ecological research or related information services**

This work may include any of the following (but not limited to):

- (a) Contribute, add to, or quality control biological databases
- (b) Conduct biodiversity, environmental or ecological studies, monitoring, and sample collection, assessment and analysis

#### **Biophysical, Oceanographic data including:**

This work may include any of the following (but not limited to):

- (a) Habitat use (e.g. multibeam, side scan sonar, LIDAR, grab sampling)
- (b) Sediment and/or water analysis (e.g. CTD, pH, Mercury, grab sampling, etc.)

#### **Data Processing and Analysis**

This work may include any of the following (but not limited to):

- (a) Processing and analysis of cetacean sound recording
- (b) Analysis of geospatial data for the development of maps and other tools
- (c) Traditional Ecological Knowledge
- (d) Movement pattern analysis

#### **Training, Equipment and Vessel**

This work may include any of the following (but not limited to):

- (a) Technical training for all individuals, as appropriate, on all life stages of fishes and invertebrates, as well as biophysical and oceanographic features from marine environments related to MPA monitoring programs in the study area
- (b) Training may also be required for various scientific equipment, equipment replacement, maintenance etc.
- (c) Logistical placement/retrieval of scientific equipment and the capability of vessels to accommodate adjustments for scientific equipment may be required
- (d) Hold or have access to equipment to be utilized
- (e) Hold or have access to a sea worthy vessel

Anticipated contract/ project requirements can range from one to numerous samples with an estimated collection, processing and analysis time requirement ranging from 1-3 days conducted monthly to 5-10 weeks conducted 2-3 times per year.

Detailed deliverables will be specified for individual projects. Projects may range from boat charters to the collection of specimens/samples to multi-phased research projects involving large datasets, maps and detailed report writing. Assessment of occupational health and safety requirements will be conducted on an individual project basis.

## Annex B

### Evaluation Criteria

#### Supply Arrangement for the Newfoundland and Labrador Marine Protected Areas (MPAs) Program

##### MANDATORY CRITERIA:

Bidders must clearly demonstrate that they meet 1 of the following 2 mandatory technical criteria (either Criteria 1 and/or Criteria 2) to be evaluated further. The offer must contain sufficient information to confirm that the mandatory has been met. Those that do not will be deemed non-responsive and not evaluated further.

##### Criteria 1: Experience (MET \_\_\_\_\_ NOT MET \_\_\_\_\_)

Bidders MUST have extensive experience, defined as a minimum of three years, in Category A and/ or Category B and/or Category C. Please provide CV's detailing relevant experience.

##### **Category A: Data Collection** (biological, ecological, and biophysical)

Bidders must have necessary experience in one or more field below (a and/or b and/or c):

##### **a. Biological sample collection, and/or processing and related analysis (one or more of the following):**

- i. Plankton
- ii. Fish and invertebrates (all life stages)
- iii. Marine mammals
- iv. Birds
- v. Isotopes

##### **b. Ecological, biodiversity, environmental, or taxonomic research or related information services (one or more of the following):**

- i. Contribute, add to, or quality control biological databases
- ii. Conduct biodiversity, environmental or ecological studies, monitoring, and sample collection, assessment and analysis.

##### **c. Biophysical, Oceanographic data including but not limited to (one or more of the following):**

- i. Habitat use
- ii. Sediment and/or water analysis (such as CTD, pH, Mercury, grab sampling, etc.

##### **Category B: Data Processing and Analysis**

Bidders must have necessary experience with the utilization of software and/or hardware and/or other related equipment and resources used for technical data processing and/or analysis.

##### **Category C: Fieldwork In the Marine Environment (Training and Equipment)**

Bidders may also have one of the following (a and/or b and/or, c and/or d):

- a. Technical training for all individuals, as appropriate, on all life stages of fishes and invertebrates, as well as biophysical and oceanographic features from marine environments related to MPA monitoring programs in the study area.

- b. Training may also be required for various scientific equipment, equipment replacement, maintenance etc.
- c. Logistical placement/retrieval of scientific equipment and the capability of vessels to accommodate adjustments for scientific equipment may be required.
- d. Hold or have access to equipment to be utilized. Equipment may include but is not limited to the following: underwater video, CTD devices, laboratory equipment, acoustic recording devices etc.

**Criteria 2: Availability of Vessel (MET \_\_\_\_\_ NOT MET \_\_\_\_\_)**

Bidders must demonstrate that they have or have access to sea worthy vessel(s) to be used for various near shore and/or offshore activities

If you have access to vessel(s) that may be used for various near shore and/or offshore activities please indicate below by checking appropriate boxes and providing additional information where required.

Do you have access to a sea worthy vessel(s) Yes ( ) No ( )

If yes, what is the length of the vessel(s)

Length (in feet) \_\_\_\_\_

Is it suitable for either: Inshore ( ) and/or, Offshore ( )

If more than one vessel provide a list.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Proof of vessel lease, ownership, or plan must be provided

**Geographic Capability**

Bidders shall indicate areas in which they are capable of performing work by providing a check in the areas below.

Ability to access areas (Check the areas you have access to)

Gilbert Bay & Southern Labrador ( )

Other inshore Labrador ( )

Other offshore Labrador ( )

Land based Activities ( )

**DESIREABLE CRITERIA:**

- the existence of head offices, administrative offices or other facilities in Settlement Area;

(MET \_\_\_\_\_ NOT MET \_\_\_\_\_)

- the employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contracts; or

(MET \_\_\_\_\_ NOT MET \_\_\_\_\_)

- the undertaking of commitments, under the contract, with respect to on-the job training or skills development for Inuit.

(MET \_\_\_\_\_ NOT MET \_\_\_\_\_)

---

**Annex C**  
**Integrity Provisions – List of Names**

**[MUST BE COMPLETED BY OFFEROR WITH BID SUBMISSION]**

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

---

---

---

---

2. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

---

3. For a Joint Venture - the names of all current members of the Joint venture;

---

---

---

---

4. For an individual - the full name of the person;

---



---

**Annex D**

**Declaration Form for Procurement**

PDF Version (661KB)  
Help with alternate formats

This declaration form must be submitted as part of the bidding process.

- Please complete the declaration form and put in a **sealed envelope labelled protected B** to the attention of Integrity, Departmental Oversight Branch, PWGSC, 11 Laurier Street, Place du Portage, Phase III, Tower A, 10A1 – room 108, Gatineau (Québec) Canada, K1A 0S5
- Include the sealed envelope with your bid submission.
- This form is considered protected B when completed

Complete legal name of company:

Company's address:

Company's procurement business number (PBN):

Bid number:

Date of the bid: (YY-MM-DD)

**Have you ever, as the bidder, your affiliates or as one of your directors, been convicted or have pleaded guilty of an offence in Canada or similar offence elsewhere under any of the following provisions Footnote 1:**

***Financial Administration Act***

- 80(1) d): False entry, certificate or return
- 80(2): Fraud against Her Majesty
- 154.01: Fraud against Her Majesty

Yes ☐ / No ☐

Comments:

---

***Criminal Code***

- 121: Frauds on the government and contractor subscribing to election fund
- 124: Selling or Purchasing Office
- 380: Fraud - committed against Her Majesty
- 418: Selling defective stores to Her Majesty

Yes ☐ / No ☐

Comments:

**In the last 3 years, have you, as the bidder, your affiliates or one of your directors, been convicted or have pleaded guilty of an offence in Canada or elsewhere under any of the following provisions:**

***Criminal Code***

- 119: Bribery of judicial officers,...
- 120: Bribery of officers
- 346: Extortion
- 366 to 368: Forgery and other offences resembling forgery
- 382: Fraudulent manipulation of stock exchange transactions
- 382.1: Prohibited insider trading
- 397: Falsification of books and documents
- 422: Criminal breach of Contract
- 426: Secret commissions
- 462.31: Laundering proceeds of crime
- 467.11 to 467.13: Participation in activities of criminal organization

Yes [ ] / No [ ]

Comments:

---

***Competition Act***

- 45: Conspiracies, agreements or arrangements between competitors
- 46: Foreign directives
- 47: Bid rigging
- 49: Agreements or arrangements of federal financial institutions
- 52: False or misleading representation
- 53: Deceptive notice of winning a prize

Yes [ ] / No [ ]

Comments:

---

***Corruption of Foreign Public Officials Act***

- 3: Bribing a foreign public official
- 4: Accounting
- 5: Offence committed outside Canada

Yes [ ] / No [ ]

Comments:

---

***Controlled Drugs and Substance Act***

- 5: Trafficking in substance

Solicitation No. - N° de l'invitation  
F6160-150018/B  
Client Ref. No. - N° de réf. du client  
F6160-150018

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-5-38128

Buyer ID - id de l'acheteur  
XAQ031  
CCC No./N° CCC - FMS No./N° VME

- 
- 6: Importing and exporting
  - 7: Production of substance

Yes [ ] / No [ ]

Comments:

---

Other acts

- 239: False or deceptive statements of the *Income Tax Act*
- 327: False or deceptive statements of the *Excise Tax Act*

Yes [ ] / No [ ]

Comments:

Additional comments:

This space is for additional comments

This space is for additional comments

This space is for additional comments

[ ] I, (name) \_\_\_\_\_, (position) \_\_\_\_\_, of (company name – bidder) \_\_\_\_\_ authorise Public Works and Government Services Canada (PWGSC) to collect and use the information provided, in addition to any other information that may be required to make a determination of ineligibility and to publicly disseminate the results.

[ ] I, (name) \_\_\_\_\_, (position) \_\_\_\_\_, of (company name – bidder) \_\_\_\_\_ certify that the information provided in this form is, to the best of my knowledge, true and complete. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

We appreciate your interest in doing business with the Government of Canada and your understanding on the additional steps that we need to take to protect the integrity of PWGSC's procurement process.

#### Footnotes

Footnote 1

for which no pardon or equivalent has been received

Solicitation No. - N° de l'invitation  
F6160-150018/B  
Client Ref. No. - N° de réf. du client  
F6160-150018

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-5-38128

Buyer ID - Id de l'acheteur  
XAQ031  
CCC No./N° CCC - FMS No./N° VME

## Annex E Periodic Usage Reports

The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Supply Arrangement. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report.

The data must be submitted on a **quarterly basis to the Supply Arrangement Authority.**

**The quarterly reporting periods are defined as follows:**

**1st quarter: April 1 to June 30;  
2nd quarter: July 1 to September 30;  
3rd quarter: October 1 to December 31;  
4th quarter: January 1 to March 31.**

**The data must be submitted no later than fifteen (15) calendar days after the end of the reporting period.**

GSIN	Supply Arrangement Number	Supply Arrangement Title / Description	Document Type	Supplier's Name	Supplier's Contract Info	Supply Arrangement Value (\$)	
						Original Value	Total Amended Value
Name of PWGSC Authority	Reporting Period (FY & Quarter)	Call up Detail by ordering Department					
		Department or Agency	Delivery Location (Province)	Total # of Orders for the Reporting Period (Quarter)	Total \$ Value of Orders for the Reporting Period (Incl GST/HST)	Total # of Orders for the Fiscal Year to Date	Total # of Orders for the Fiscal Year to Date (Incl GST/HST)

**The required information for this Supply Arrangement must be e-mailed to the following address:  
ncr.acqbvmo@pwgsc.gc.ca**

---

**Annex F**

**INSURANCE REQUIREMENTS**

**Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. **Additional Insured:** Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. **Bodily Injury and Property Damage** to third parties arising out of the operations of the Contractor.
  - c. **Products and Completed Operations:** Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. **Personal Injury:** While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. **Cross Liability/Separation of Insureds:** Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. **Blanket Contractual Liability:** The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. **Employees and, if applicable, Volunteers** must be included as Additional Insured.
  - h. **Employers' Liability** (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. **Broad Form Property Damage including Completed Operations:** Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. **Notice of Cancellation:** The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

- 
- i. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
  - q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - r. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.  
**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

## **Marine Liability Insurance**

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the Marine Liability Act, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries and Oceans and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
  - c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - d. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - e. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.  
**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,*

---

***284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8***

**For other provinces and territories, send to:**

***Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8***

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



---

## Annex G

### CONTRACTING PROCESS/STATEMENT OF WORK FORMAT

#### 1. CONTRACTING PROCESS

Individual requirements will be raised and processed as follows:

- 1.1. The DFO Technical Authority (TA) will prepare a Request for Proposal (RFP) including a Statement of Work (SOW) in the format provided. This will be distributed via e-mail to all approved contractors in the relevant category.
- 1.2. The Contractor(s) will provide a return firm price proposal by e-mail to the TA within the time frame requested. This proposal will provide an all inclusive firm price for the completion of the work outlined in the SOW. For urgent work the TA may request a proposal for reply within 24 hours.

To be responsive, the Contractor must meet all requirements of the RFP, utilising the rates and personnel in their SA.

- 1.3. The TA will select the lowest priced compliant proposal for award of a contract, and forward the contract document to the successful contractor by e-mail. A copy of the contract will be forwarded to the Supply Arrangement Authority.
- 1.4. Upon final inspection and acceptance of the work by Canada, the Contractor will invoice DFO for payment, with a copy to the PWGSC Supply Arrangement Authority. The invoice shall contain a reference to the PWGSC SA number and the individual contract number.

**Care must be taken by both parties in the contracting activities, as under no circumstances can Canada authorise payment of an invoice greater than \$30,000.00 under any contract resulting from these SAs. All contracts will be subject to audit verification as defined in the SA.**

#### 2. STATEMENT OF WORK (SOW) FORMAT

All RFPs shall have a SOW attached based on this format, addressing the following elements, as applicable:

##### 2.1 SCOPE:

Provide brief introductory overview of work required addressing what, where and when, but not how. The how shall be the responsibility of the Contractor based on the following criteria stated in the SOW and so reflected in the Contractor's proposal for the work.

##### 2.2 BACKGROUND:

- a. Regulations
- b. Standards

- 
- c. Regulations
  - d. Quality assurance standards

**2.3 TECHNICAL DESCRIPTION:**

- a. Define requirement in terms of performance
- b. State clearly what work is required to be completed

**2.45 DELIVERABLES:**

- a. Reports
- b. Other, as specified in the SOW.