



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement  
Fisheries and Oceans Canada | Pêches et Océans Canada  
200 Kent Street | 200 rue Kent  
Ottawa, ON K1A 0E6

**Email – courriel:**

[Julie.Michelle.Tremblay@dfo-mpo.gc.ca](mailto:Julie.Michelle.Tremblay@dfo-mpo.gc.ca)

**REQUEST FOR PROPOSAL**

**DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux : Pêches et Océans Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

<b>Title – Sujet</b> Capelin seiner NAFO 4R and 4Svw-2018		<b>Date</b> March 29, 2018
<b>Solicitation No. – N° de l'invitation</b> FP802-180020		
<b>Client Reference No. - No. de référence du client</b> F3757-180500		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At / à :</b> 1:00pm EDT(Eastern Daylight Time)/ HAE (heure avancée de l'Est)  <b>On / le :</b> Tuesday, April 17, 2018		
<b>F.O.B. – F.A.B</b> Destination	<b>GST – TPS</b> See herein — Voir ci-inclus	<b>Duty – Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> Julie Michelle Tremblay <b>Email – courriel:</b> <a href="mailto:Julie.Michelle.Tremblay@dfo-mpo.gc.ca">Julie.Michelle.Tremblay@dfo-mpo.gc.ca</a>		
<b>Delivery Required – Livraison exigée</b> See herein — Voir ci-inclus		<b>Delivery Offered – Livraison proposée</b>
<b>Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:</b>		
<b>Telephone No. – No. de téléphone</b>		<b>Facsimile No. – No. de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>		
<b>Signature</b>		<b>Date</b>



**TABLE OF CONTENTS**

**PART 1 - GENERAL INFORMATION ..... 3**

    1.1 SECURITY REQUIREMENTS ..... 3

    1.2 STATEMENT OF WORK ..... 3

    1.3 DEBRIEFINGS ..... 3

    1.4 PROCUREMENT OMBUDSMAN ..... 3

**PART 2 - BIDDER INSTRUCTIONS ..... 4**

    2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS ..... 4

    2.2 SUBMISSION OF BIDS ..... 4

    2.3 ENQUIRIES - BID SOLICITATION ..... 4

    2.4 APPLICABLE LAWS ..... 5

**PART 3 - BID PREPARATION INSTRUCTIONS ..... 6**

    3.1 BID PREPARATION INSTRUCTIONS ..... 6

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION ..... 7**

    4.1 EVALUATION PROCEDURES ..... 7

    4.2 BASIS OF SELECTION ..... 7

**PART 5 - CERTIFICATIONS ..... 8**

    5.1 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD ..... 8

**PART 6 - RESULTING CONTRACT CLAUSES ..... 10**

    6.1 SECURITY REQUIREMENTS ..... 10

    6.2 STATEMENT OF WORK ..... 10

    6.3 STANDARD CLAUSES AND CONDITIONS ..... 10

    6.4 TERM OF CONTRACT ..... 10

    6.5 AUTHORITIES ..... 10

    6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS ..... 11

    6.7 PAYMENT ..... 11

    6.8 INVOICING INSTRUCTIONS ..... 12

    6.9 CERTIFICATIONS ..... 12

    6.10 APPLICABLE LAWS ..... 12

    6.11 PRIORITY OF DOCUMENTS ..... 12

    6.12 PROCUREMENT OMBUDSMAN ..... 13

    6.13 INSURANCE – SPECIFIC REQUIREMENTS G1001C (2013-11-06) ..... 13

    6.14 SACC MANUAL CLAUSES ..... 13

**ANNEX "A" STATEMENT OF WORK ..... 16**

**ANNEX "B" BASIS OF PAYMENT ..... 19**

**ANNEX "C" EVALUATION CRITERIA ..... 20**

**ANNEX "D" – INSURANCE CONDITIONS ..... 21**

**ANNEX "E" - ADDITIONAL VESSEL CHARTER CONTRACT CONDITIONS ..... 23**



## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement associated with this bid solicitation.

### **1.2 Statement of Work**

The Work to be performed is detailed under Annex "A" of the resulting contract clauses.

### **1.3 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **1.4 Procurement Ombudsman**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [opo-boa@opo-boa.gc.ca](mailto:opo-boa@opo-boa.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003 \(2017-04-27\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 02 – Procurement Business Number – of 2003 referenced above is amended as follows:

Delete section 02 in its entirety.

### 2.2 Submission of Bids

Bids must be submitted only to the Contracting Authority by **Tuesday, April 17, 2018 at 1:00 pm EDT**, as indicated on page 1 of the bid solicitation.

#### 2.2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **seven (7) days** before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **seven (7) calendar days** before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders 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 the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.



## 2.4 **Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force **in the province or territory where the goods and/or services are to be rendered (Québec).**

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 bidders.



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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Canada requests that bidders provide their bid in separately bound/saved sections as follows:

**Section I: Technical Bid** (one soft copy in PDF format)

**Section II: Financial Bid** (one soft copy in PDF format)

**Section III: Certifications** (one soft copy in PDF format)

**The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.**

**For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.**

***Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.***

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b) use a numbering system that corresponds to the bid solicitation.

#### **Section I: Technical Bid**

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with Annex "B" Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.



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

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

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

Please see Annex "C" Evaluation Criteria.

#### **4.1.2 Financial Evaluation**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection – Mandatory Technical Criteria**

*SACC Manual* Clause (A0031T) ([2010-08-16](#))

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

### 5.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

#### 5.1.1 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

#### 5.1.2 Additional Certifications Precedent to Contract Award

##### 5.1.2.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.





**5.1.2.4 Contractor's Representative**

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**5.1.2.5 Supplementary Contractor Information**

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

**a)** The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

\_\_\_\_\_

**b)** The status of the contractor (individual, unincorporated business, corporation or partnership:

\_\_\_\_\_

**c)** For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

\_\_\_\_\_

**d)** For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

\_\_\_\_\_

**The following certification signed by the contractor or an authorized officer:**

"I certify that I have examined the information provided above and that it is correct and complete"

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Signatory



## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

#### 6.3.1 General Conditions

2010C (2016-04-04) General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The Work is to be performed during the period of May 14, 2018 to June 9, 2018.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Julie Michelle Tremblay  
Title: Senior Contracting Officer  
Department: Fisheries and Oceans Canada  
Directorate: Sector of the Chief Financial Officer  
Address: 200 Kent Street  
Ottawa, ON K1A 0E6  
Telephone: 613-293-6805  
E-mail address: [Julie.Michelle.Tremblay@dfo-mpo.gc.ca](mailto:Julie.Michelle.Tremblay@dfo-mpo.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based



on verbal or written requests or instructions from anybody other than the Contracting Authority.

**6.5.2 Project Authority**

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_

Telephone : \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
 Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
 E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**6.5.3 Contractor's Representative**

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_

Telephone : \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
 Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
 E-mail address: \_\_\_\_\_

**6.6 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

**6.7 Payment**

**6.7.1 Basis of Payment**

6.7.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price as specified in **Annex "B" Basis of Payment** for a cost of \$ \_\_\_\_\_ (*amount to be inserted at contract award*). Customs duties are included and Applicable Taxes are extra.

6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work per-



formed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

- 6.7.1.3 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

## 6.7.2 Limitation of Price

SACC *Manual* clause [C6000C](#) (2017-08-17)

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

## 6.7.3 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

## 6.8 Invoicing Instructions

- 6.8.1 Payments will be made provided that:

- 6.8.1.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: [DFO.invoicing-facturation.MPO@canada.ca](mailto:DFO.invoicing-facturation.MPO@canada.ca)

## 6.9 Certifications

### 6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **the province or territory where the goods and/or services are to be rendered (Québec)**.

## 6.11 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 Agreement;
- (b) the General Conditions - Services (Medium Complexity) 2010C (2016-04-04);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex D, Insurance Conditions;
- (f) Annex E, Additional Vessel Charter Contract Conditions;
- (g) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on \_\_\_\_\_” or “, as amended on \_\_\_\_\_” and insert date(s) of clarification(s) or amendment(s)*)

## 6.12 Procurement Ombudsman

6.12.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.

6.12.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [opo-boa@opo-boa.gc.ca](mailto:opo-boa@opo-boa.gc.ca). You can also obtain more information on OPO services available to you on their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

6.12.3 For further information, the Contractor may refer to the following PWGSC site:

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

## 6.13 Insurance – Specific Requirements G1001C (2013-11-06)

The Contractor must comply with the insurance requirements specified in Annex “D”. 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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors; coverage must be placed with an Insurer with an A.M. Best Rating no less than “A-”. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 6.14 SACC Manual Clauses

6.14.1 SACC Manual clause [A9141C \(2008-05-12\)](#) Vessel Condition

The Contractor warrants that the vessel provided to Canada is mechanically sound, completely seaworthy, equipped with readily accessible lifesaving equipment, will be adequately manned and in full compliance with the [Canada Shipping Act](#), S.C. 2001, c. 26.



6.14.2 SACC Manual clause G5003C (2017-08-17) 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 Canada 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.



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## ANNEX "A" STATEMENT OF WORK

**Title:** Capelin seiner NAFO 4R and 4Svw-2018

### 1.1 Introduction

The mandate of Fisheries and Oceans Canada (DFO) Science Branch is to provide the necessary scientific information to manage, protect and sustainably exploit aquatic resources and ensure maritime safety.

The scientists assess the state of the stocks and advise fisheries managers and industries on the conservation and management measures to protect harvested species. They do research on the biology, ecology and physiology of marine invertebrate, mammals and fish as well as on factors that influence their abundance, recruitment, growth and reproduction. The goal of this work is to develop conservation strategies to ensure a sustainable exploitation of resources. Stock assessments are performed for commercially harvested species in the Gulf of St. Lawrence and Estuary, such as the capelin.

Information sharing is essential to maintain scientific knowledge. This is why scientists increase exchanges with different partners such as the fishery industry. In this context, the Science Branch wishes to develop a capelin monitoring project in partnership with the industry.

Capelin is a small pelagic fish with an important ecological role because many commercially exploited species feed on this resource. Capelin also supports a commercial fishery in NAFO divisions 4RST. Knowledge of this stock is limited and the goal of the 2018 spring survey is to fill this gap.

### 1.2 Requirements for the contractor (Objective)

The main objective of the project is to perform a capelin hydro acoustic survey targeting NAFO divisions 4R and 4Svw in the spring of 2018 and to develop a methodology usable in other zones of the gulf. The aim is to address the need to validate the hydro acoustic data by capturing biological samples through the chartering of a fishing vessel.

The study area is from St-Georges Bay to Savage Point (north of St-Barbe, NFLD) and from Blanc Sablon to Natashquan (Qc), but could be extended to other sectors of the 4RST NAFO divisions. The study area will be divided into strata and the Canadian Coast Guard (CCG) hydro acoustic boat (F. G. Creed) will survey each of the strata following parallel lines (transects).

The chartered fishing boat will have to stay close to the hydro acoustic boat and catch fish samples when aggregations are detected in order to validate the acoustic signals.

To do so, the Contractor will:

- Stay in close to the hydro acoustic boat and catch intact fish samples when aggregations will be detected in order to validate the acoustic signals
- Assist the MPO technician on fishing vessel.
- Freeze the fish samples on fishing vessel.
- Send the frozen samples and the logbook to the Maurice Lamontagne Institute (DFO, 850 Route de la mer, Mont-Joli Qc G5H 3Z4, "attention" the Project Authority), either by the Bella Desgagnés or by giving the packages to a DFO technician in Sept-Îles, Corner Brook or Mont-Joli.
- Follow the instructions given by the mission head (scientist) and/or the DFO technician on board.





The Contractor will not be allowed to make commercial landings during the contract since he will be fishing under a scientific license provided by DFO.

### 1.3 Scope

The field work will be performed in the spring of 2018 in NAFO zones 4R and 4Svw, from St-Georges Bay to Savage Point (north of St-Barbe, NF) and from Blanc Sablon to Natashquan (Qc), but could be extended to other sectors of NAFO divisions 4RST. The maximum duration of the contract is from May 14 to June 9, 2018.

### 1.4 Description of work

The contract, of a minimum duration of 10 days, will start between May 14 and 22, 2018 and will end no later than June 9, 2018.

The contractor will be paid according to the number of fishing days and days spent at a wharf. Fishing days include transiting days and days that at least one successful seine set was performed (at least 100 intact fish captured). A fishing day could be accounted for when no fish is caught if a DFO scientist judges that the ship crew worked diligently.

If fish samples are caught during the day, the chartered boat and crew will have to continue working until the mission head (scientist) mentions that they can go to a wharf.

Workday duration will be approximatively 12 hours (transit included). This duration could be exceeded or reduced if the mission head (scientist) believes it is appropriate.

Once the project will be started, the following days will be considered as days spent at the wharf and will be billed at the corresponding rate in the section Proposed Prices:

- i) Days with bad meteorological conditions that forces at least one of the boats to stay at a wharf.
- ii) Crew changes (CCG hydro acoustic boat) and days spent at the wharf due to mechanical problems on the CCG boat.

Days spent at the wharf by the fishing boat because of mechanical problems will not be considered fishing days or days spent at the wharf. They will not be charged in the invoice.

The chartered boat will have to stay in constant communication with the hydro acoustic boat and will have to follow instructions of the mission head (scientist).

The chartered boat will have to follow the hydro acoustic boat every day transects are surveyed (and/or transiting). When capelin or other aggregations are observed, the seiner will have to attempt to capture samples if conditions are favourable. The fishing crew will help the DFO technician to number intact fish, put them in the boxes and freeze them on board. At the end of the mission, the Contractor will be in charge of sending the frozen samples to DFO, either by the Bella Desgagnés or by giving them to a DFO technician in Corner Brook.

The capture of fish samples will be done with a purse seine with the appropriate mesh size to catch capelin.

The capelin seining contract will be awarded based on the inclusion of the fishing crew, the boat and necessary equipment (purse seine fishing gear, repair kits, **a chest (horizontal) freezer with a capacity greater than 20 cubic feet**, etc.). The boxes for fish samples will be provided by DFO.

The contractor will be in charge of managing its fuel and food reserves, and other needs. The chartered boat will, however, dock after each day of work.



The contractor will have to host a DFO science technician, provide a room or a bed and three meals per day.

The fishing boat and all the gear required for the project will have to be ready, as well as previously tested before May 14, 2018, in order that it is operational on this date.

**Work progress:**

The Contractor will have to inform (in advance, if possible) DFO Project Authority of all setbacks that could affect the proper conduct of the work.

**1.5 Support and equipment**

The Contractor will have to provide all the necessary gear and equipment to operate the vessel and purse seine, as well as sufficient crew to operate the vessel at full capacity (i.e. the same as used in a normal commercial purse seining operation). To do so, the Contractor will be in charge of coordinating the fishing activities and help the DFO science technician with the fish samples. The only materials provided by DFO are the boxes to freeze fish samples.

**1.6 Deliverables**

The Contractor will have to deliver all frozen samples, as well as a copy the logbook, to DFO before July 15, 2018 (receipt date of the packages).

**1.7 Licensing**

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.



### ANNEX "B" BASIS OF PAYMENT

The **firm price** per fishing day must include all costs associated with conducting the work including but not limited to:

- Fishing gear
- Freight and vessel operations
- Crew wages
- Meals for crew and DFO technician
- Fuel
- Vessel insurance
- Maintenance and repairs
- Contract administration
- Sampling logistics
- Equipment leasing
- Material (frozen fish samples and logbook)
- Communications

The bid has to specify the **price per fishing day** (see fishing day definition in *Annex "A" Statement of Work*), as well as the **price for days spent at the wharf** (see definition of day at the wharf in *Annex "A" Statement of Work*).

The invoice will be based on the number of fishing days and days at the wharf. If at the end of the contract, the total billed amount is less than the one specified for 10 fishing days; 10 fishing days will be paid to guaranty minimum revenue.

Table 1: Proposed prices

<b>Contract period (May 14 to June 9, 2018)</b>			
<b>Requirement</b>	<b>Estimated # Days</b>	<b>Firm price per day</b>	<b>Total (excluding taxes)</b>
Fishing days (see definition)	10		
Days spent at the wharf (see definition)	To be determined*		

\*To be determined since the number of days is not know in advance.



### ANNEX "C" EVALUATION CRITERIA

Each bid will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. A bid must meet all mandatory technical evaluation criteria to be declared responsive. Bids not meeting all of the mandatory technical evaluation criteria will be given no further consideration.

**Bidders must clearly address each criterion in *sufficient depth* to permit a complete analysis and assessment by the evaluation team.**

	Mandatory Technical Evaluation Criteria	Bid Reference
M1	<p>The bidder must be a member of the pelagic fishery industry (fishing organization or company or association of captains) and possess a valid pelagic commercial fishing license and possess an allocation in at least one the NAFO 4RST divisions.</p> <p><b>The bidder must provide a copy of the licenses.</b></p>	
M2	<p>The bidder must demonstrate that they possess or have access to at least one boat specialized in purse seining (a seiner with a capelin purse seine) over 39 feet.</p> <p><b>The bidder must provide copies of licenses, registration and ownership of the vessel. The information must contain the name of the boat, size and port of call.</b></p>	
M3	<p>The bidder must hold a valid Transport Canada Marine Safety Inspection Certificate.</p> <p><b>The bidder must provide a copy of the certificate.</b></p>	



## ANNEX “D” – INSURANCE CONDITIONS

The Contractor shall, at the Contractor's own expense, provide and maintain insurance as indicated hereunder:

### 1. Definitions

1.1. “Contract” means “Purchase Order”.

1.2. “Buyer” means those departmental organizations or persons who have been given the responsibility for the contracting process within the Department.

### 2. Indemnification

The issuance coverage required by the provisions of these Insurance Conditions shall in no way limit the Contractor's responsibility under the indemnification section of the General Conditions of the contract. Any additional coverage the Contractor may deem necessary to fulfill obligations under the indemnity section shall be at the Contractor's own discretion and expense.

### 3. Period of Insurance

The insurance coverage shall be in effect from the date of contract award and shall be maintained until the contract work is completed.

### 4. Proof of Insurance

Within fourteen (10) days after acceptance of the Contractor's tender, the Contractor shall deposit with the Buyer, a Certificate of Insurance or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the requirements of these Insurance Conditions.

### 5. Notification

Each insurance policy shall contain a provision that thirty (30) days prior written notice shall be given to Her Majesty in the event of any material change in, cancellation of, or expiration of coverage.

### 6. Insured

Each insurance policy shall insure the Contractor, and shall include as an Additional Named Insured, Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans.

### 7. Payment of deductible

The amount of the deductible, if any, shall be borne by the Contractor.

### 8. Public Liability and Property Damage Insurance

8.1. The Contractor shall, concurrently with the execution of this contract, place and maintain at all times during the execution of the work covered by this contract, sufficient public liability and property damage insurance against personal injury and loss or damage to the property so as to fully cover the Contractor's liability to any firm, person, association, or corporation, resulting from or attributable to the execution of the work.

**The Minimum Acceptable Amount is \$2,000,000.00.**



8.2. The policy shall be issued with a deductible amount of not more than \$500.00 per occurrence applying to property damage claims only.

9. Third party liability for vehicles and equipment owned, leased, used or operated by the Contractor

The Contractor shall provide an endorsement to the public liability and property damage insurance policy to include third party liability insurance for vehicles and equipment owned, leased, used or operated by the Contractor.

**Minimum acceptable amount is \$2,000,000.00.**

10. Tenants Legal Liability Insurance (where applicable)

The Contractor shall provide an endorsement to the public liability and property damage insurance policy to provide coverage for premises under the Contractor's care, custody and control in a **minimum amount of \$500,000.00.**



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## ANNEX "E" - ADDITIONAL VESSEL CHARTER CONTRACT CONDITIONS

1. The Contractor must keep and maintain the vessel, engines, gear and equipment in good and sufficient repair for the duration of the Contract and must pay for all necessary repairs, renewals and maintenance.
2. The Contractor must:
  - 2.1 indemnify and save harmless Canada from and against any claim for loss or damage to the vessel or any other property, engines, gear, or equipment, arising from the charter, and for injury or property of persons aboard the vessel, excepting any injury or damage to property of Canada's employees or agents;
  - 2.2 ensure that the operations are only carried out by Canada's authorized representatives as specified by the Project Authority;
  - 2.3 ensure that approved personal floatation devices for all persons on board are in readily accessible positions at all times;
  - 2.4 ensure that the use or possession of illegal drugs or alcohol is prohibited. If any member of the crew is found under the influence of such drugs and/or intoxicants while on duty, it will be cause for termination of the Contract for default.
3. If the vessel is disabled or is not in running order or is laid up without the consent of Canada, then Canada will not be liable for payment for the hire of the vessel during this period. If this period exceeds one week, Canada may terminate the Contract immediately for default.
4. If any gear or equipment necessary for the efficient operation of the vessel for the purpose of the Contract is not in good working order for any period of time, then the payment of hire will cease for the lost time, and if during the voyage the speed is reduced by a defect in or breakdown of any part of the hull, machinery or equipment, the time lost will be deducted from the hire. Canada will be the sole judge of the capability of the vessel.
5. If the vessel is unable to operate safely in the work area because of sea or weather conditions, as agreed to by the representative of the Contractor and the representative of Canada, then the charter for the day will be terminated and a pro-rated payment made to the Contractor for that period engaged in the Work in accordance with the terms of the Contract.
6. If the particulars furnished by the Contractor and set out in the Contract are incorrect or misleading, Canada may, at Canada's discretion, terminate the Contract for default.
7. If the vessel is lost or damaged to such an extent as to justify abandonment as for a constructive total loss, Her Majesty may terminate the Contract.
8. The Contractor, by these presents, does hereby remise, release and forever discharge Her Majesty and all employees of Her Majesty from all manners of action, claims or demands, of whatever kind or nature that the Contractor ever had, now has or can, shall or may hereafter have by reason of damage to or personal injury, or both as a result of or in any way arising out of the acts or omission of Her Majesty or employees of Her Majesty pursuant to the terms and conditions of the Agreement or any Contract.
9. The Contractor acknowledges and agrees that this Agreement or any Contract shall in no way replace, substitute or derogate from any of the rights powers if Her Majesty pursuant to the Fisheries Act of Canada or any other statute, law or regulation of Canada.
10. If a provision or term or condition of this Agreement or any Contract is wholly or partially invalid, this Agreement or Contract shall be interpreted as if the invalid provision, term or condition had not



been a part of this Agreement or Contract.

11. The Contractor shall permit Her Majesty all access and egress that is request by Her Majesty to accomplish all inspections deemed necessary by Her Majesty to administer the terms and conditions of this Agreement or Contract.
12. The vessel shall not participate in a commercial fishery while under the terms and conditions of this Agreement or Contract.
13. Her Majesty will assume all costs for all fuel and lubricating oils required for propulsion lighting or heating. Fuel tanks must be proven full (e.g. dipped), upon commencement of Agreement or Contract.
14. The Contractor certifies that any price/rate shown herein has been computed in accordance with generally accepted accounting principles applicable to all like products or services sold by the Contractor, that such price / rate is not in excess of the lowest price / rate charged anyone else including their most favoured customer for like quality and quantity of the service, and does not include the provision for discount or commission to selling agents.