



**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

Email / Courriel : [DFOtenders-
soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@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 à : 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).

Title / Titre Pelagic fishing		Date 28 September, 2020
Solicitation No. / N° de l'invitation F5211-200294		
Client Reference No. / No. de référence du client(e) F3757-180500/2		
Solicitation Closes / L'invitation prend fin At / à : 14h00 ADT (Atlantic Daylight Time) On / le : 13 October, 2020		
F.O.B. / F.A.B. Destination	Taxes See herein — Voir ci-inclus	Duty / Droits See herein — Voir ci-inclus
Destination of Goods and Services / Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to : / Adresser toute demande de renseignements à : Kimberly Martin Email / Courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		

Delivery Required / Livraison exigée See herein — Voir en ceci	Delivery Offered / Livraison proposée
Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur	
Telephone No. / No. de téléphone	Facsimile No. / No. de télécopieur
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)	
Signature	Date



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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.

The requirement is subject to the, Atlantic Procurement Agreement, Canada-Chile Free Trade Agreement (CCFTA), Canada-Colombia Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA), World Trade Organization-Agreement on Government Procurement (WTO-AGP), Canada-Panama Free Trade Agreement, Canada-Korea Free Trade Agreement (CKFTA), Canada - Ukraine Free Trade Agreement (CUFTA), Canada - European Union Comprehensive Economic and Trade Agreement (CETA), Canada-Honduras Free Trade Agreement, the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), and the Canadian Free Trade Agreement (CFTA).

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 \$26,400 for goods and under \$105,700 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. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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.

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.

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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3.a) 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:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names“.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

2.2 Submission of Bids

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to DFO will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 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.**

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.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submit **all** its **email** bid in separately saved sections as follows and **prior to the bid closing date, time and location**:

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)

Important Note:

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 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.

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 the Basis of Payment in Pricing Schedule detailed in Attachment 1 to Part 3.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.



ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

The contract will take place between October 14 and November 10, 2020, but could start between October 14 and November 7, 2020 and end no later than November 30, 2020, depending on the availability of the Coast Guard vessel (ship of 'hydroacoustic). The bid must specify the price per day at sea (see definition of day at sea below), the total for 10 days at sea, the price for the days spent at the wharf (see definition of day at wharf below), as well as the total for 3 days at the wharf. Billing will be done depending on the number of days at sea and the number of days spent at the wharf.

Table 1 – Proposed prices

Contract period (from the contract award to November 30th 2020)			
Requirement	Estimated number of days*	Firm price per day	Total (excluding taxes)
Days at sea	10**	\$ _____	\$ _____
Days spent at the wharf	3**	\$ _____	\$ _____
Total			\$ _____

Contract period: Option Year One			
Requirement	Estimated number of days*	Firm price per day	Total (excluding taxes)
Days at sea	10**	\$ _____	\$ _____
Days spent at the wharf	3**	\$ _____	\$ _____
Total			\$ _____

Contract period: Option Year Two			
Requirement	Estimated number of days*	Firm price per day	Total (excluding taxes)
Days at sea	10**	\$ _____	\$ _____
Days spent at the wharf	3**	\$ _____	\$ _____
Total			\$ _____

Contract period: Option Year Three			
Requirement	Estimated number of days*	Firm price per day	Total (excluding taxes)
Days at sea	10**	\$ _____	\$ _____
Days spent at the wharf	3**	\$ _____	\$ _____
Total			\$ _____



* The number of days at sea and spent at the wharf may vary depending on weather conditions and other unknown factors.

** This value is for evaluation purposes only

*** The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Once the project has started, the days described below will be considered as days spent at the wharf and may therefore be charged at the corresponding rate in the section Basis of payment :

- Days of bad weather conditions requiring at least 1 of the 2 vessels to remain at a wharf.
- Days of crew changes of the hydroacoustic vessel and days at wharf due to mechanical problems of the hydroacoustic vessel.

Days spent at a wharf because of mechanical problems of the fishing vessel will not be considered as days at sea or days spent at the wharf. They cannot be charged.

The contractor will be paid according to the number of days at sea and days spent at a wharf. Sea days include days of transit and days when at least one fishing activity is successful (at least 100 intact herring caught). A sea day may be counted even when no herring are caught if a member of the DFO science team considers that the crew of the fishing vessel has worked assiduously.

The firm price per day at sea 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 scientist
- Fuel
- Vessel insurance
- Maintenance and repair
- Contract administration
- Sampling logistics
- Equipment leasing
- Material (frozen fish samples and logbook)
- Communications



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.

4.1.1.2 Point Rated 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 - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation; and
 - (b) meet all mandatory criteria.
 - (c) obtain the required minimum of 22.5 points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 60 points.
2. Bids not meeting (a)(b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by an 60/40 ratio of technical merit and price, respectively. The total available point equals 60 and the lowest evaluated price is \$85,000.

Basis of Selection - Highest Combined Rating Technical Merit (40%) and Price (60%)				
	Bidder 1	Bidder 2	Bidder 3	
Overall Technical Score	45/60	45/60	60/60	
Bid Evaluated Price	\$85,000	\$90,000	\$95,000	
Calculations	Technical Merit Score	$45/60 \times 60 = 45$	$45/60 \times 60 = 45$	$60/60 \times 60 = 60$
	Pricing Score	$85/85 \times 40 = 40$	$85/90 \times 40 = 37.78$	$85/95 \times 40 = 35.79$
Combined Rating	85	82.78	95.79	
Overall Rating	2nd	3rd	1st	



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 Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions – Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 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" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

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" list at the time of contract award.



5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

SACC Manual clause [A3005T](#) (2010-08-16) Status and Availability of Resources

5.2.3.3 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

5.2.3.5 List of Names for Integrity Verification Form

Bidders must complete the List of Names for Integrity Verification form found in Attachment 2 to Part 5.

5.2.3.6 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 E-mail: _____

5.2.3.7 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

5.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.



Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

Name: _____ Date: _____

Signature: _____



ATTACHMENT 2 TO PART 5- LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the *Ineligibility and Suspension Policy* (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

List of names for [integrity verification form](#)



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

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

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.

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.

6.3.1 General Conditions

6.3.1.1 2010C (2020-05-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.3.1.2 Subsection 10 of **2010C** (2020-05-28), General Conditions - Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010C 10 (2020-05-28) Invoice submission

Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@canada.ca. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. Contractor's Name and remittance physical address;
 - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
 - c. Invoice Date;
 - d. Invoice Number;
 - e. Invoice Amount (broken down into item and tax amounts);
 - f. Invoice Currency (if not in Canadian dollars);
 - g. DFO Reference Number (PO Number or other valid reference number);
 - h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided);
 - i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort,



-
- subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - j. deduction for holdback, if applicable;
 - k. the extension of the totals, if applicable; and
 - l. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
 4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The Work is to be performed from contract award until 30 November, 2020 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kimberly Martin
Title: A/Senior Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Material and Procurement Services
Address: 301 Bishop Drive
Fredericton, NB E3C 2M6
Telephone: 506-429-2397
E-mail address: DFOtenders-soumissionsMPO@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 (to be inserted at Contract award)

The Project Authority for the Contract is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____

Telephone: _____
 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 (to be inserted at Contract award)

The Contractor's Representative for the Contract is:

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 Provided that all of its obligations under the Contract are satisfactorily fulfilled, The Contractor will be paid for the Work performed, in accordance with the Basis of payment at annex B Basis of Payment (according the number of and the cost per sea day and wharf day). to a limitation of expenditure of \$_____ **(insert the amount at contract award)**. Customs duties are excluded 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 performed 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
CC AP Coder: **(to be inserted at Contract award)**

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.**



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 (2020-05-28);
- (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) Appendix "A" – DFO Security Clauses
- (h) the Contractor's bid dated _____ **(to be inserted at Contract award)**

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

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](#) (2018-06-21) Marine Liability Insurance

1. The Contractor must obtain protection and indemnity 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



subject to an additional contravention, 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - d. Cross liability and 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](#), R.S.C. 1985, 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 "A" STATEMENT OF WORK

Title : Chartering of a fishing vessel for catching herring during the acoustic survey in NAFO Divisions 4R and 4Sw– October and November 2020

1.1 Introduction (context)

The Science Sector of Fisheries and Oceans Canada (DFO) is mandated to provide scientific information essential to the conservation and sustainable use of fisheries resources. Scientists assess stock status and advise fishery managers and industry on conservation and management measures to protect exploited species. They conduct research on the biology, ecology and physiology of marine invertebrates and fishes, as well as on the factors influencing their abundance, recruitment, growth and reproduction.

The goal of this work is to develop conservation strategies that ensure a sustainable exploitation of resources. Stock assessments are conducted for commercially exploited species in the Estuary and the Gulf of St. Lawrence such as Atlantic Herring. Herring is a pelagic fish with an important ecological role as it is prey to many predators, including some species of commercial importance. It also supports important commercial fisheries in Divisions 4R, 4S and 4T of the Northwest Atlantic Fisheries Organization (NAFO).

1.2 Requirements for the proponent (objective)

The overall objective of the project is to conduct an acoustic survey to estimate the abundance and distribution of Atlantic Herring in NAFO Divisions 4R and 4Sw. The present call for tenders is intended to address the need to charter a fishing vessel to validate data collected during the acoustic survey by fishing for herring samples.

The study area is located on the west coast of Newfoundland, from St. Georges Bay (47°53'35"N; 59°25'25"W) to Savage Point (north of St. Barbe, 51°20'21"N, 56°41'57"W), and on the Lower North Shore of Quebec, from Blanc-Sablon (51°24'48"N, 57°12'16"W) to La Tabatière (50° 49'17"N, 58°58'20"W), but may extend to other areas of NAFO Divisions 4R and 4S. The study area will be divided into strata and the Canadian Coast Guard hydroacoustic vessel will survey each stratum by following parallel transects that are perpendicular to the coast.

The chartered fishing vessel shall remain in the vicinity of the hydroacoustic vessel and collect fish samples when aggregations are detected in order to validate the acoustic signals.

To do this, the contractor will :

- Remain in the vicinity of the hydroacoustic vessel and collect intact fish samples when aggregations are detected to validate the acoustic signals.
- Assist the DFO staff on fishing vessel.
- Freeze herring samples (or other captured fish) aboard the vessel and enter data into tables provided by DFO.
- Send the frozen samples and data tables to the Maurice Lamontagne Institute (DFO, 850 route de la Mer, Mont-Joli QC, G5H 3Z4, Attn: Jean-Martin Chamberland), either by the Bella Desgagnés, or by a specialized delivery service.
- Follow the instructions given by the mission head (scientist) and/or DFO staff on board the fishing vessel.



The contractor will not be allowed to make commercial landings during the contract with DFO as they will be fishing under a scientific license provided by DFO.

1.3 Scope

Fieldwork will take place in October and November 2020 on the west coast of Newfoundland and the Lower North Shore of Quebec in NAFO areas 4R and 4Sw, from St. Georges Bay (47°53'35"N; 59°25'25"W) to Savage Point (north of St. Barbe, 51°20'21"N, 56°41'57"W), and from Blanc-Sablon (51°24'48"N, 57°12'16"W) to La Tabatière (50° 49'17"N, 58°58'20"W), but may extend to other areas of NAFO Divisions 4RS. The maximum contract duration is from October 14 to November 10, 2020, but the dates could change according to meteorological conditions and to the cost per day at sea and day at the wharf.

1.4 Description of work

The work will begin between October 14 and November 5 2020 and will end no later than November 30 2020. The contractor will have until November 30 to deliver the data and all frozen samples.

The contractor will be paid according to the number of days at sea and days spent at a wharf. Sea days include days of transit and days when at least one fishing activity is successful (at least 100 intact herring caught). A sea day may be counted even when no herring are caught if a member of the DFO science team considers that the crew of the fishing vessel has worked assiduously.

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

Workday duration will be approximately 12 hours (including transits). This duration could be exceeded or shortened if the mission head (scientist) deems it relevant.

The work will be done during the night to facilitate the capture of herring.

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

The chartered fishing vessel will have to follow the hydroacoustic vessel on each day when transects are surveyed (and/or when transiting). When aggregations of herring are observed, the fisherman will have to attempt to capture samples if conditions are favorable. The fishing crew will be required to assist the DFO personnel to enumerate intact fish, put them in boxes and freeze them on board the fishing vessel. At the end of the mission, the contractor will be responsible for sending the frozen samples to the Project Authority at the Maurice Lamontagne Institute (MLI), either by the Bella Desgagnés or by a specialized delivery service. The samples will have to arrive frozen at MLI.

Fishing will be carried out using a purse seine, or a pelagic or semi-pelagic trawl with the adequate mesh size for catching herring.



The contract will be awarded including the fishing crew, the vessel and the necessary equipment (fishing gear, repair kits, maps for navigation, **a chest (horizontal) freezer with a capacity greater than 20 cubic feet, etc.**). Boxes for fish samples will be provided by DFO.

The contractor will be responsible for managing its fuel and food reserves, and other needs. However, the chartered fishing vessel will return to a wharf after each day of work.

The contractor could occasionally have to host a DFO science staff on board, provide meals, a cabin (or bed), etc.

The chartered vessel and fishing gear required for the project will have to be ready and previously tested by October 14, 2020, to be operational by that date.

1.5 Support and equipment

The contractor will be required to provide the gear, labor and equipment needed to complete the project. The contractor will be in charge of coordinating the fishing activities and assisting DFO science staff with handling live specimens. The only material provided by DFO are the boxes to freeze the herring samples.

Work progress

The contractor will have to inform (in advance if possible) DFO (*Att. Jean-Martin Chamberland*) of all setbacks that could affect the proper conduct of the work.

1.6 Deliverables

The contractor will be required to return all frozen samples as well as the data tables, to DFO by November 30, 2020 (date of reception of the packages).



ANNEX “B”- BASIS OF PAYMENT
To Be Inserted At Contract Award



ANNEX "C"- EVALUATION CRITERIA

A) Mandatory requirements

All of the following MANDATORY REQUIREMENTS MUST be in your submission for the proposal to be considered for further evaluation. Bidder must indicate where in the proposal the information can be found. Proposals not meeting one or many of the MANDATORY REQUIREMENT will be disqualified.

	Mandatory requirement	Meets criteria	Proposal page no.
M1	The bidder must possess a valid commercial fishing license in at least one of the NAFO Divisions 4RST. **The bidder must provide a copy of the fishing license.		
M2	The bidder must demonstrate that they possess or have access to at least one vessel specialized in pelagic fishing (equipped with a purse seine, a pelagic or semi-pelagic trawl). The boat must be over 39 feet long. **The bidder must provide copies of the following documents: <ul style="list-style-type: none"> • Certificate of registry (Transport Canada); • Inspection certificate (Transport Canada); • Insurance certificate. 		
M3	The bidder must provide a list of his/her fishing gear and confirm in writing that it is in good condition: <ul style="list-style-type: none"> • Type of fishing gear; • Mesh size; • Type of trawl doors (if a trawl), etc.; 		



B) Rated technical criteria

Proposals that meet all mandatory requirements will be evaluated by the following rated requirements. Proposals must achieve a minimum of 15 points in order for the bid to be declared responsive.

Bidder must indicate where in the proposal the information can be found.

	Rated technical criteria	Points	Proposal page no.
R1	The bidder should provide a realistic estimate of the transit time between the vessel location and La Tabatière (Lower North Shore of Quebec). The bidder should also provide the name of his home port and the vessel transiting speed in order to validate the estimate.	1 day – 15 points 2 days – 10 points 3 days – 5 points 4 days – 2 points 5 days or more – 0 point	
R2	The bidder should demonstrate with the fishing gear specifications, that the fishing vessel is equipped with a pelagic trawl, semi-pelagic trawl or a purse seine able to fish in the water column.	1. Pelagic or semi-pelagic trawl – 20 points 2. Purse seine – 5 points 3. Not demonstrated – 0 points	
R3	The bidder should demonstrate that the fishing vessel is equipped with a fishing gear able to fish on the sea floor. The bidder must prove this with the specifications of his/her fishing gear(s) and additional explanations if necessary.	1. Demonstrated – 5 points 2. Not demonstrated – 0 point	
Total Minimum 15 points required			/40



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 (14) 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 \$1,000,000.00.



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 \$1,000,000.00.

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.**