



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada

Cabot Place, Phase II, 2nd Floor

Box 4600

St. John's, NL

A1C 5T2

Bid Fax: (709) 772-4603

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services 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, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux 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 annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Dockside Observers	
<b>Solicitation No. - N° de l'invitation</b> F6145-170004/B	<b>Date</b> 2017-09-29
<b>Client Reference No. - N° de référence du client</b> F6145-170004	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$XAQ-031-6915	
<b>File No. - N° de dossier</b> XAQ-7-40081 (031)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-10-17</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Newfoundland Daylight Saving Time NDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Baird, Janice	<b>Buyer Id - Id de l'acheteur</b> xaq031
<b>Telephone No. - N° de téléphone</b> (709) 772-2999 ( )	<b>FAX No. - N° de FAX</b> (709) 772-4603
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF FISHERIES AND OCEANS NAFC BLDG WHITE HILLS P.O.BOX 5667 ST JOHNS Newfoundland and Labrador A1C5X1 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

PWGSC / TPGSC - Nfld. Region

Cabot Place, Phase II, 2nd Floor

Box 4600

St. John's, NL

A1C 5T2

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION</b>	<b>3</b>
<b>1.1 SECURITY REQUIREMENTS</b>	<b>3</b>
<b>1.2 STATEMENT OF WORK OR REQUIREMENT</b>	<b>3</b>
<b>1.3 DEBRIEFINGS</b>	<b>3</b>
<b>PART 2 - BIDDER INSTRUCTIONS</b>	<b>4</b>
<b>2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS</b>	<b>4</b>
<b>2.2 SUBMISSION OF BIDS</b>	<b>4</b>
<b>2.3 FORMER PUBLIC SERVANT</b>	<b>4</b>
<b>2.4 ENQUIRIES - BID SOLICITATION</b>	<b>6</b>
<b>2.5 APPLICABLE LAWS</b>	<b>6</b>
<b>PART 3 - BID PREPARATION INSTRUCTIONS</b>	<b>7</b>
<b>3.1 BID PREPARATION INSTRUCTIONS</b>	<b>7</b>
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION</b>	<b>8</b>
<b>4.1 EVALUATION PROCEDURES</b>	<b>8</b>
<b>4.2 BASIS OF SELECTION</b>	<b>8</b>
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION</b>	<b>9</b>
<b>5.1 CERTIFICATIONS REQUIRED WITH THE BID</b>	<b>9</b>
<b>5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION</b>	<b>9</b>
<b>PART 6 - RESULTING CONTRACT CLAUSES</b>	<b>11</b>
<b>6.1 SECURITY REQUIREMENTS</b>	<b>11</b>
<b>6.2 STATEMENT OF WORK</b>	<b>11</b>
<b>6.3 STANDARD CLAUSES AND CONDITIONS</b>	<b>11</b>
<b>6.4 TERM OF CONTRACT</b>	<b>11</b>

<b>6.5</b>	<b>AUTHORITIES</b>	<b>11</b>
<b>6.6</b>	<b>PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS</b>	<b>12</b>
<b>6.7</b>	<b>PAYMENT</b>	<b>13</b>
<b>6.8</b>	<b>INVOICING INSTRUCTIONS</b>	<b>13</b>
<b>6.9</b>	<b>CERTIFICATIONS AND ADDITIONAL INFORMATION</b>	<b>13</b>
<b>6.10</b>	<b>APPLICABLE LAWS</b>	<b>13</b>
<b>6.11</b>	<b>PRIORITY OF DOCUMENTS</b>	<b>13</b>
<b>6.12</b>	<b>INSURANCE REQUIREMENTS</b>	<b>14</b>
	<b>ANNEX A</b>	<b>15</b>
	<b>STATEMENT OF WORK</b>	<b>15</b>
	<b>ANNEX B</b>	<b>32</b>
	<b>BASIS OF PAYMENT</b>	<b>32</b>
	<b>ANNEX C</b>	<b>33</b>
	<b>INSURANCE REQUIREMENTS</b>	<b>33</b>
	<b>ANNEX D</b>	<b>36</b>
	<b>CODE OF CONDUCT CERTIFICATION</b>	<b>36</b>

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## PART 1 - GENERAL INFORMATION

### 1.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### 1.2 Statement of Work – Bid

In order to meet its obligations as a member of the Northwest Atlantic Fisheries Organization (NAFO), Canada is required to inspect all foreign vessels that fish in the NAFO Regulatory Area (NRA) and offload product Canadian ports. Inspection of these vessels include inspection by Canadian Fishery Officers, and the verification of the species and quantities offloaded by area of capture. Please refer to the Statement of Work at Annex A.

**This solicitation is for the Nova Scotia Region only.**

The Work to be performed is detailed under Article 6.1 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.

## 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>) 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 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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 only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### 2.3 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: 2012-2](#) 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.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## **2.4 Enquiries - Bid Solicitation**

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

## **2.5 Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Newfoundland and Labrador.

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 Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (2 hard copies)

Section III: Certifications (1 hard copy)

**One copy of the RFP, signed on the front page and completed where required.**

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.

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

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

#### **Section I: Technical 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. The total amount of Applicable Taxes must be shown separately.

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

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

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## 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.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

**The criteria outlined below are mandatory requirements and must be addressed with supporting documentation included with your proposal. Proposals which do not include the following information will be deemed non-responsive and will not be evaluated further.**

##### Essential Qualifications

The Contractor(s) shall provide Dockside Observers designated pursuant to section 39 of the **Fishery (General) Regulations**. The successful company/companies will require designation pursuant to section 39.1 of the **Fishery (General) Regulations**. The complete Atlantic Region Dockside Monitoring Program Policy and Procedures document is available for review upon request.

**Met: Yes \_\_\_\_\_ No \_\_\_\_\_**

Contractor(s) will submit a list of at least five designated Dockside Observers available in the DFO Region - Maritimes addressed in the proposal. Additional Dockside Observers may be required during the course of the contract. All recruitment and training expenses will be the responsibility of the contractor(s). Training programs shall be developed on the basis of the minimum training requirements contained in the Atlantic Policy and Procedures document.

**Met: Yes \_\_\_\_\_ No \_\_\_\_\_**

The Contractor(s) shall demonstrate how they will respond twenty-four hours per day, seven days per week to receive dockside monitoring requests from vessel representatives. The contractor(s) shall provide a telephone number that will be answered on a twenty-four hour basis. This telephone number will be entered in Port Activity Licenses issued in the Regions.

**Met: Yes \_\_\_\_\_ No \_\_\_\_\_**

## Mandatory Requirements

1. Bidders must include in their proposal a list of five designated observers for the DFO Region ( Maritimes addressed in their bid.

Met: Yes \_\_\_\_\_ No \_\_\_\_\_

2. Bidders must include in their proposal an action plan outlining the company's approach to addressing requirements for numbers of observers above the required five per region. While not expected, a minimal number of landings could occur at other ports within the regions. The action plan must also outline the company's approach to respond to requests for the monitoring of landings outside the main areas listed above.

Met: Yes \_\_\_\_\_ No \_\_\_\_\_

### 4.1.2 Financial Evaluation

*SACC Manual* Clause [A0220T](#) (2014-06-26), Evaluation of Price

### 4.2 Basis of Selection - Mandatory Technical Criteria

*SACC Manual* Clause [A0031T](#) (2010-08-16), Basis of Selection

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## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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 *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, 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**

**Please complete and return Annex D, Information for Code of Conduct Certification**

#### **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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

#### **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

### 5.2.3.2 Education and Experience

SACC *Manual* clause A3010T (2010-08-16) Education and Experience

### 5.2.3.3 Workers Compensation

Workers Compensation Certification- Letter of Good Standing

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

The Bidder must provide, within 2 days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

### 5.2.3.4 Insurance Requirements

#### Insurance - Proof of Availability Prior to Contract Award

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

### 5.2.3.5 Canadian Content Certification

This procurement is conditionally limited to Canadian services.  
Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the service offered is a Canadian service, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the service offered being treated as a non-Canadian service.

#### The Bidder certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).

5.2.3.5.1 SACC *Manual* clause [A3050T](#) (2014-11-27), Canadian Content Definition

## **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 The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the contract.

Before award of a contract, the following conditions must be met:

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) with approved: Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex D;
  - b) Industrial Security Manual (Latest Edition).

### **6.2 Statement of Work – Contract**

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.

#### **6.3.1 General Conditions**

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

#### **6.3.2 Basis for Canada's Ownership of Intellectual Property**

The Department of Fisheries and Oceans Canada (DFO) has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the

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following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#).

- statutes, regulations or prior obligations of Canada to a third party or parties preclude Contractor ownership of the Intellectual Property Rights in Foreground Information;

## 6.4 Term of Contract

The period of the Contract is from date of Contract to \_\_\_\_\_ inclusive (*fill in end date of the period*).

### 6.4.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 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 10 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:

Janice Baird, Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
John Cabot Building, 7<sup>th</sup> Floor  
10 Barter's Hill  
St. John's, NL A1C 5T2

Telephone: 709-772-2999  
Facsimile: 709-772-4603  
E-mail address: janice.baird@pwgsc.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: \_\_\_\_\_

Fisheries and Oceans Canada  
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: \_\_\_\_\_  
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 Basis of Payment – Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, \_\_\_\_\_ (*insert, if applicable, "and profit,"*) as determined in accordance with the Basis of Payment in Annex \_\_\_\_\_, to a limitation of expenditure of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are \_\_\_\_\_ (*insert "included", "excluded" OR "subject to exemption"*) and Applicable Taxes are extra.

#### 6.7.1 Limitation of Price

SACC Manual clause [C6000C](#) (2011-05-16) Limitation of Price

### 6.8 Invoicing Instructions

#### SACC Manual clauses

H1001C	(2008-05-12)	Multiple Payments
A9117C	(2007-11-30)	T1204 – Direct Request by Customer Department
C0711C	(2008-05-12)	Time Verification

### Travel and Living Expenses – National Joint Council Travel Directive

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices

B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit. Estimated Cost: \$ \_\_\_\_\_ .

## 6.9 Certifications and Additional Information

### 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.

#### SACC Manuel Clauses

<b>A3060C</b>	<b>(2008-05-12)</b>	<b>Canadian Content Certification</b>
<b>A0285C</b>	<b>(2007-05-25)</b>	<b>Workers Compensation</b>

### 6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms 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 \_\_\_\_\_. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable.*)

## 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 2010C (2016-04-04), General Conditions – Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) 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)*).

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## 6.12 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex C. 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.

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## Annex A Statement of Work

In order to meet its obligations as a member of the Northwest Atlantic Fisheries Organization (NAFO), Canada is required to inspect all foreign vessels that fish in the NAFO Regulatory Area (NRA) and offload product Canadian ports. Inspection of these vessels include:

1. Inspection by Canadian Fishery Officers, and
2. The verification of the species and quantities offloaded by area of capture.

### Requirement

The work required in this contract will be limited to monitoring the off-loading of fish products. The successful contracting company or companies (herein after referred to as the contractor(s)) shall:

1. Monitor the off-loading of all foreign vessels landing in Nova Scotia that fished in the NRA for species regulated by NAFO (**groundfish and shrimp**). The countries of origin of these vessels may include any member nation of NAFO. Landing activity for previous years is outlined in Table 1.
2. Monitor and record the total weight of **shrimp and groundfish** taken off the vessel as per the attached Offloading Protocol.
3. Ensure that all information is recorded in a clear legible printed format on applicable forms.
4. Verify that shrimp is labeled in such a way that the species, product type, date of capture and Division of capture (i.e. Division 3L, 3M) is clearly identifiable.
5. Verify that groundfish is labeled by species, product type and that it be clearly marked as having been harvested in either the NAFO Regulatory Area, the stock area or the division of capture. Greenland Halibut from 2 + 3KLMNO must be marked with the stock area.
6. Provide to DFO an original copy of the attached NAFO Vessel Offloading Report, signed and dated by the Dockside Observer, for each vessel upon completion of each off-loading operation. Each report shall consist of the original and one additional copy.
7. Provide weekly excel reports when activity takes place containing items included in the NAFO Vessel Offloading Report. The data elements listed in this report shall be gathered and collected in a Microsoft Access database.
8. Maintain a database that includes the cost invoiced for each off-loading operation. An electronic report (format approved by DFO) shall be provided to DFO each Tuesday for the week ending Monday. The email addresses will be provided on award of contract.
9. If required by DFO, for operational reasons, provide reports more frequently than specified in Items 5 and 6.

### Expected Utilization

- Depending on the level of activity, approximately 20 off-loading operations lasting from four hours to two days are expected annually.
- These operations occur 24 hours per day or until all fish has been removed from the vessel.

- Monitoring is required during the entire off-loading period.
- There may be two or more vessels off-loading simultaneously in different ports.
- It is anticipated the successful company will be provided 24 hours notice prior to the commencement of off-loading operation as referred to in the Port Licence.

Usually one Dockside Observer is required for each vessel being offloaded. There shall be no multiple off-loadings monitored by one observer.

At times more than one Dockside Observer may be required.

Table 1: Historical Landing Activity

Year	Argentina NL	Bay Roberts NL	Harbour Grace NL	Long Pond NL	Louisbourg NS	Sambro NS	St. John's NL	Bay Bulls NL	Total
2012	7	1	4		6				18
2013	5	3	4		7		1		20
2014	2		2		5	6	2		17
2015		2			3	1			7
2016	2	7	1		7			1	17
<b>Total</b>	16	13	11	0	28	7	3	1	79

Notes:

1. There may be requirements to monitor off-loadings in ports other than those listed in Table 1.

**Basis of Payment**

The Contractor(s) shall be paid an hourly rate for all hours worked. All hours worked during the off-loading operations must be accounted for. Time will not be reimbursed for breaks (in excess of one hour) in the off-loading operation due to bad weather, mechanical breakdown, etc.

The Dockside Observer shall be at the assigned vessel one hour prior to the commencement of off-loading operations. This will allow time for the Dockside Observer to review vessel documentation and prevent any delay to off-loading operations. The contractor(s) shall be paid for this time. One hour will also be allowed subsequent to completion of off-loading operations for the purpose of completing the off-loading report. To ensure high data quality, DFO will not reimburse for individual Dockside Observer services in excess of 16 hours in a 24 hour period. Overtime rates will not be paid. Contractors will be expected to have sufficient staff to avoid overtime situations.

Two hours will be guaranteed for each call up regardless of actual offloading activity. This is not an additional two hours. If offloading occurs as scheduled, the actual hours worked will be paid and in that case, the two hours call-up will not be paid. If there is a delay in the off-loading beyond the two hour call up which is outside the observer's control; and the offloading is cancelled, the observer will be paid for actual time on site.

The hourly rate will be all-inclusive, including management travel and living expenses and office overhead and equipment/supplies. Costs such as travel and living expenses to perform Dockside Observer duties in the ports shown in Table 1 above will not be reimbursed. Travel to perform Dockside Observer duties in locations in excess of 16kms distance from the ports listed in Table 1 will be reimbursed in accordance with current Treasury Board Guidelines.

Vessels are required as a condition of licence to have a Dockside Observer present during the off-loading process. If the offloading activity does not occur at the stated time, the Dockside Observer shall provide a telephone number to an official of the vessel/company where they can be contacted prior to the commencement of offloading operations.

Dockside Observer participation may be expected at DFO Annual Operational Planning Meetings. Dockside Observers will be reimbursed for travel as per the current Treasury Board travel allowance rate and shall be paid an hourly rate for participation time.

### **Essential Qualifications**

1. The Contractor(s) shall provide Dockside Observers designated pursuant to section 39 of the **Fishery (General) Regulations**. The successful company/companies will require designation pursuant to section 39.1 of the **Fishery (General) Regulations**. The complete Atlantic Region Dockside Monitoring Program Policy and Procedures document is available for review upon request.
2. Contractor(s) will submit a list of at least five designated Dockside Observers available in each of the DFO Regions (Newfoundland and/or Maritimes) addressed in the proposal. Additional Dockside Observers may be required during the course of the contract. All recruitment and training expenses will be the responsibility of the contractor(s). Training programs shall be developed on the basis of the minimum training requirements contained in the Atlantic Policy and Procedures document.
3. The Contractor(s) shall demonstrate how they will respond twenty-four hours per day, seven days per week to receive dockside monitoring requests from vessel representatives. The contractor(s) shall provide a telephone number that will be answered on a twenty-four hour basis. This telephone number will be entered in Port Activity Licenses issued in the Regions.

### **Mandatory Requirements**

3. Bidders must include in their proposal a list of five designated observers for DFO Region - Maritimes addressed in their bid.
4. Bidders must include in their proposal an action plan outlining the company's approach to addressing requirements for numbers of observers above the required five per region. While not expected, a minimal number of landings could occur at other ports within the regions. The action plan must also outline the company's approach to respond to requests for the monitoring of landings outside the main areas listed above.

### **Basis of Selection**

The contract will be awarded to the bidder meeting the mandatory requirements and having the lowest all-inclusive hourly rate.

### **Designation of Dockside Monitoring Companies (DMCs)**

All DMCs must be designated by DFO as set out in the Fishery (General) Regulations. To be eligible for designation DMCs must: submit a business plan; satisfy the DMP arm's length criteria; and, establish a quality system that meets DFO's Quality System Standard for the Dockside Monitoring Program (the *DMP QS Standard*).

1. Business Plan - Companies seeking DMP designation must submit a business plan, which includes the following:

- 
- a) Proof of Incorporation;
- b) An attestation from an accredited lawyer or accountant indicating the company's good financial standing and financial capacity to implement the business plan, or the posting of a bond, equal to three months of projected revenues;
- c) A company organization chart listing principals, officers, and employees including job descriptions and responsibilities;
- d) An operational plan setting out operational procedures and equipment requirements that demonstrate the capacity to operate dockside monitoring services on a 24-hour basis;
- e) A human resources plan, including résumés and experience of staff, that demonstrates the capacity and expertise to provide dockside monitoring services; and
- f) A detailed training plan for dockside observers that will be delivered by the DMC or an independent training organization, and the names of independent adjudicators for the purposes of examining dockside observers.
2. Arm's-Length Requirements for DMC Designation - DMCs must provide affidavits attesting to their meeting the DMP arm's length criteria. The purpose of these criteria is to ensure that there are no actual or perceived conflicts of interest between DMCs and fishing entities, which are being monitored.
3. Quality Control Requirements for Designation - The DMP quality system standard (the *DMP QS Standard*) was established under the authority of the *Fishery (General) Regulations (39.1 (1)(a) iii)*. In order to obtain and maintain designation, DMCs must implement and maintain a quality system, which complies with this standard. The *DMP QS Standard* is derived from selected elements of the ISO 9002:1994 model for quality assurance in production, installation and servicing. Compliance with this standard will enable DMC's to consistently provide timely, accurate and independent dockside monitoring services. The *DMP QS Standard* is contained in the Canadian General Standards Board (CGSB) Listing Program for Dockside Monitoring Companies – Program Manual.
- DFO has engaged CGSB to assess DMC's quality system for compliance with the *DMP QS Standard*. DMC's with quality systems that comply with this standard will be issued a listing number and placed on CGSB's listing program.

In order for a DMC to obtain and maintain a DFO designation, it must have its quality system listed with the CGSB and maintain this listing. For existing DMCs, DFO will pay for the costs of CGSB audits until they are issued a listing number and placed on CGSB's program list. With respect to ongoing CGSB audits for existing DMCs and newly designated DMCs, DFO will pay for one per year. Should a DMC require more than one audit per year due to failure to maintain compliance with the *DMP QS Standard*, the subsequent audits required re-establishing and maintaining compliance will be paid for by the DMC.

Companies that have not operated as DMCs and seek designation must pay for CGSB audit costs, as must DMCs that have lost their -designation and seek renewed designation

The principal elements of this quality system are:

- a) DMCs will describe how they comply with the *DMP QS Standard* in a Quality System Manual (QSM), which will be submitted to CGSB for approval. This QSM will contain detailed operating procedures covering all processes that affect quality.
- b) CGSB will review the QSM of each DMC to determine if the quality systems, as described in the DMC Quality Manuals, are compliant with the *DMP QS Standard*. A CGSB quality auditor will conduct an

on-site audit of each DMC's operations to verify that DMC employees are following the approved procedures as set out in the DMC Quality Manual.

- c) Once the CGSB verifies the suitability of a DMC's QSM, and verifies compliance with the procedures therein, through an on-site audit, a DMC will be issued a listing number and placed on CGSB's program list. Such a listing means that a DMC meets DFO's quality requirements for DMC designation.
- d) DMCs are required to regularly monitor the operation of their quality systems, through internal quality audits, and take the necessary corrective action to rectify deficiencies in the system.
- e) CGSB will conduct annual quality system audits of DMC quality systems to verify continued compliance. If continued compliance is not maintained, the DMC will be required to remedy the problem. The CGSB listing number could be revoked if a DMC disregards requests by CGSB to implement corrective action. Losing the CGSB listing number could result in the loss of a DMC's designation.
- f) The CGSB has an appeal process in place to allow DMCs to appeal CGSB decisions to revoke listing numbers.

The quality system registration process in the CGSB Listing Program for DMP Program Manual and compliance requirements, are outlined in Listing Program For Dockside Monitoring Companies – Program Manual.

## Off-loading Protocol

The offloading protocol involves the tabulation of weight for species and product type. This is implemented by directly observing the gross weight and the number of boxes, cartons or bags by species and product type on each pallet, less the tare weight to determine the net weight that is being offloaded. Every pallet shall be verified to ensure that there is no mixing of species or product type within the pallets. Pallets having mixed species or product type must be dismantled to allow accurate tabulation of the weight by species and product type.

Verify that groundfish is labeled by species and product type and that it be clearly marked as having been harvested in either the NAFO Regulatory Area, the stock area or the division of capture. Greenland Halibut from 2+3KLMNO must be marked with the stock area.

Verify that shrimp is labeled in such a way that the species, product type, date of capture and Division of capture (i.e. Division 3L, 3M) is clearly identifiable. Division of capture labeling allows the monitor to quantify the amount of shrimp being offloaded by Division.

### *Prior to Offloading*

1. The Dockside Observer shall be at the assigned vessel one hour prior to the commencement of off-loading operations. This will allow time for the Dockside Observer to review vessel documentation/Port Entry Licence and avoid off-loading delays.
2. Introduce their self and present their Certificate of Designation to the Offloading foreman and or vessel captain as required.
3. Evaluate the layout of the offloading operations to determine from what place they can view product being removed from the vessel and obtain all offloading information. In the event that "Line of Sight" is not achievable by a single Dockside Observer while obtaining Offloading information then that DO should contact the DMC to request additional assistance. This will allow visual continuity (Line of Sight) of the catch from the vessel to the weigh scales.
4. The Dockside Observer should check the scales for accuracy by placing a known weight on the scales.
5. Before any of the catch is weighed the Dockside Observer should determine the Tare Weight of the pallet and packing material in order to calculate the net weight of the catch.

### **During Offloading**

1. Ensure that Line of Sight is maintained from the vessel to the weigh scales during the complete offloading.
2. As each pallet arrives at the inspection area, ensure the species and product type (from the markings) are sorted and placed on the one pallet before being placed on the weigh scales. Verify that shrimp is labeled in such a way that the species, product type, date of capture and Division of capture (i.e. Division 3L, 3M) is clearly identifiable. Verify that groundfish is labeled by species and product type and that it is clearly marked as having been harvested in either the NAFO Regulatory Area, the stock area or the division of capture. Greenland Halibut from 2+3KLMNO must be marked with the stock area.
3. When pallets are placed on the weigh scales, the Dockside Observer should record the gross weight of each lift, the number of boxes/cartons/bags on each pallet. Then, in order to

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calculate the net weight they should subtract the tare weight from the gross weight and record this figure on the Vessel Offloading Report.

4. Any pallets found to contain mixed species, or mixed product types are to be completely dismantled and sorted so that all product can be individually determined. In the case of shrimp, they should also be sorted by Division of capture.
5. During the offloading, periodically evaluate results with respect to the reported cargo so that gross deviations may be identified at the earliest possible time. Once confirmed, such deviations should be immediately reported to DFO. Contact numbers will be provided on contract award.

It should be noted the Dockside Observer(s) does not have the authority to order a halt to the offloading process.

6. At the termination of the offloading, compile a final tally for each species and product type for comparison with the reported cargo.

### **Intellectual Property**

Information collected under the terms of the subsequent contract is in the National interest of Canada and her diplomatic relations with other sovereign states. All intellectual property shall vest with the Crown.

Solicitation No. - N° de l'invitation  
F6145-170004/B  
Client Ref. No. - N° de réf. du client  
F6145-170004

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-7-40081

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

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**OFFLOADING REPORT**

**Tally Form #** \_\_\_\_\_

**Dockside Monitoring Company:** \_\_\_\_\_ **Conf.#** \_\_\_\_\_

**Species:** \_\_\_\_\_ **Product Type (Form):** \_\_\_\_\_  
(Use 3 alpha code for foreign vessels)

**Management Area:** \_\_\_\_\_ **Offloading Date:** \_\_\_\_\_

**Vessel Information**

<b>Vessel Name</b>		<b>Side/VRN Number</b>	
<b>Nationality</b>		<b>Log Estimate/PSC-1</b>	

**Product Offloaded**

Lift No	Weight Per Lift (kg)	Pallet and Packing Material (kgs) Tare Wgt	No of Boxes or Cartons or Bags	Total Product Weight (kg) (Total Lift Wgt – Pallet & Packaging = Total)	Lift No	Weight Per Lift (kg)	Pallet and Packing Material (kgs) Tare Wgt	No of Boxes or Cartons or Bags	Total Product Weight (kg) (Total Lift Wgt – Pallet & Packaging= Total)
1					21				
2					22				
3					23				
4					24				
5					25				
6					26				
7					27				
8					28				
9					29				
10					30				
Subtotal					Subtotal				
11					31				
12					32				
13					33				
14					34				
15					35				
16					36				
17					37				
18					38				
19					39				
20					40				
Subtotal					Total				

Solicitation No. - N° de l'invitation  
 F6145-170004/B  
 Client Ref. No. - N° de réf. du client  
 F6145-170004

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 XAQ-7-40081

Buyer ID - Id de l'acheteur  
 xaq031  
 CCC No./N° CCC - FMS No./N° VME

Total Crew Fish	Species	Form	Kilograms
	<b>Grand Total Kilograms</b>		

\_\_\_\_\_  
 Dockside Observer Name

\_\_\_\_\_  
 Dockside Observer Signature

**OFFLOADING SUMMARY REPORT – DOCKSIDE MONITORING COMPANY:** \_\_\_\_\_

Confirmation # \_\_\_\_\_

Port Landed: \_\_\_\_\_

Landing Date: \_\_\_\_\_

Buyer's Name: \_\_\_\_\_

**Vessel Information**

<b>Vessel Name</b>		<b>Side/VRN Number</b>	
<b>Nationality</b>		<b>Log Estimate/PSC-1</b>	
<b>Captain's Name</b>		<b>Log Number(s)</b>	
<b>Licence Holder</b>		<b>Tally Form #(s)</b>	

**Product Offloaded**

Species	Product Type (Form)	Division of Capture (Mgmt Area)	Total Number of Pallets (Lifts)	Total Number of Boxes / Cartons / Bags	Total Product Weight (kg) (Total Lift Wgt – Pallet & Packaging = Total) (Net Weight)
<b>Total:</b>					

Solicitation No. - N° de l'invitation

F6145-170004/B

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

F6145-170004

Amd. No. - N° de la modif.

File No. - N° du dossier

XAQ-7-40081

Buyer ID - Id de l'acheteur

xaq031

CCC No./N° CCC - FMS No./N° VME

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**Comments:** Include difficulties encountered, product sorting and how remaining product was determined. **Also, note if net weights were based on frozen product or if Crew Fish permitted. For NAFO vessels state if any product left onboard vessel.**

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Time In: \_\_\_\_\_

Time Out: \_\_\_\_\_

Dockside Observer Name: \_\_\_\_\_ Date: \_\_\_\_\_

Observer Signature: \_\_\_\_\_ Fishery Officers Present: \_\_\_\_\_

## Treasury Board Guidelines (effective July 1, 2017)

### TRAVEL & LIVING GUIDELINES

#### TOTAL DAILY

<b><u>MEALS:</u></b>	Breakfast	\$17.15
	Lunch	\$18.05
	Dinner	\$45.95
	<b><u>TOTALS</u></b>	<b><u>\$81.15</u></b>

#### **INCIDENTAL EXPENSES** - \$17.30 Note: Includes telephone calls home

If the first and/or last day in travel status is less than a full calendar day, and provided sleeping accommodation is used during the journey, you may claim **\$17.30** for incidental expenses (private & commercial)

#### **ACCOMODATION** – At Direct Cost

You may claim actual and reasonable expenses incurred for commercial accommodation; luxury accommodation is not permitted. If private accommodation is provided by friends, relatives, etc., you may claim **\$50.00** for each occasion this accommodation is used.

#### **TRANSPORTATION**

Subject to pre-approval, travel by air or bus at direct cost. Only coach or economy permitted.

For local transportation, use public transit, airport buses, etc. where practical.

Rent compact size vehicles, unless the number of passengers or load justifies a mid-sized vehicle.

#### **KILOMETRE RATE**

Kilometre rate payable for use of private vehicles: **55.5 cents/km in NL, 50.0 in NS**

**Taxi fare: \$12.00** without receipt

Solicitation No. - N° de l'invitation  
F6145-170004/B  
Client Ref. No. - N° de réf. du client  
F6145-170004

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-7-40081

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

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**Fisheries and Oceans Canada  
DMP – Incident Report**

**Dockside Company Name:** \_\_\_\_\_

**Dockside Observer:** \_\_\_\_\_ **Buyer:** \_\_\_\_\_

**Fisher's Name:** \_\_\_\_\_ **Area & Species:** \_\_\_\_\_

**Port of Landing:** \_\_\_\_\_ **Date of Landing:** \_\_\_\_\_

**Vessel Name:** \_\_\_\_\_ **CFV#:** \_\_\_\_\_

**Dockside Observer's Comments:**

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**Dockside Observer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**DFO Comments:** \_\_\_\_\_

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**DFO Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **ANNEX B**

### **BASIS OF PAYMENT**

#### **Basis of Payment**

Subject as hereinafter provided, you will be paid the cost reasonably and properly incurred in performance of the work; Harmonized Sales tax extra and to be shown as a separate item on all claims for payment; in accordance with the following:

#### **For Contract Period Award to March 31, 2018:**

Certified Observer at a firm \$ \_\_\_\_\_/ hour for an estimated 960 hours. (The hourly rate will be all inclusive. Costs such as travel and living expenses will not be reimbursed separately. HST is not to be included in the hourly rate.

#### **PENDING FISCAL FUNDING:**

#### **For Option Period I: April 1, 2018 to March 31, 2019:**

Certified Observer at a firm \$ \_\_\_\_\_/ hour for an estimated 960 hours. (The hourly rate will be all inclusive. Costs such as travel and living expenses will not be reimbursed separately. HST is not to be included in the hourly rate.

#### **PENDING FISCAL FUNDING:**

#### **For Option Period II: April 1, 2019 to March 31, 2020:**

Certified Observer at a firm \$ \_\_\_\_\_/ hour for an estimated 960 hours. (The hourly rate will be all inclusive. Costs such as travel and living expenses will not be reimbursed separately. HST is not to be included in the hourly rate.

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## ANNEX C

### INSURANCE REQUIREMENTS

#### Commercial General Liability Insurance

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

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

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

For other provinces and territories, send to:

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

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

**ANNEX D**  
**INFORMATION FOR CODE OF CONDUCT CERTIFICATION**  
**(TO BE COMPLETED BY OFFEROR)**

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

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

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

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

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

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