



**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  
301 Bishop Drive | 301 promenade Bishop  
Fredericton, NB E3C 2M6

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 aux : Pêches et Océans Canada

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

Comments: - Commentaries :

<b>Title – Sujet</b> Lower Fraser River Fisheries Patrol		<b>Date</b> September 13, 2019
<b>Solicitation No. – N° de l'invitation</b> F5211-200002		
<b>Client Reference No. - No. de référence du client</b> F1943-190001		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At / à :</b> 14:00 ADT (Atlantic Daylight Time)/ HAA (heure avancée de l'Atlantique) <b>On / le :</b> 23 October 2019		
<b>F.O.B. – F.A.B</b> Destination	<b>GST – TPS</b> See herein — Voir ci-inclus	<b>Duty – Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> Hannah State Senior Contracting Officer <b>Email – courriel:</b> <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a>		

<b>Delivery Required – Livraison exigée</b> See herein — Voir ci-inclus	<b>Delivery Offered – Livraison proposée</b>
<b>Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:</b>	
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party which contain security requirements are not to be awarded without prior written permission of the Contracting Authority (ie. a new SRCL must be submitted and processed following the same procedure as for the contract with security requirement).

### **1.2 Statement of Work**

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

### **1.3 Debriefings**

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

### **1.4 Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

### **1.5 Procurement Ombudsman**

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



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

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

The [2003 \(2019-03-04\)](#) 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: 120 days

### 2.2 Submission of Bids

Bids must be submitted only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit 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 seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### 2.4 Applicable Laws

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



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/saved sections as follows:

- Section I: Technical Bid** (one soft copy in PDF format)
- Section II: Financial Bid** (one soft copy in PDF format)
- Section III: Certifications** (one soft copy in PDF format)

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

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

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

#### **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.

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

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



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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

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

Please see Annex H for details.

##### **4.1.1.2 Point Rated Technical Criteria**

Please see Annex H for details.

#### **4.1.2 Financial Evaluation**

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

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit (65%) and Price (35%)**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum points specified for each Table A and B for the technical evaluation; and
  - d. obtain the required minimum of 74 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 150 points.

2. Bids not meeting (a) or (b) or (c) or (d) 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 65% for the technical merit and 35% 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 65%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 35%.





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 a 65/35 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

**Basis of Selection - Highest Combined Rating Technical Merit (65%) and Price (35%)**

	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>	115/135	89/135	92/135
<b>Bid Evaluated Price</b>	\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>			
<b>Technical Merit Score</b>	$115/135 \times 65 = 55.37$	$89/135 \times 65 = 42.85$	$92/135 \times 65 = 44.30$
<b>Pricing Score</b>	$45/55 \times 35 = 28.64$	$45/50 \times 35 = 31.50$	$45/45 \times 35 = 35.00$
<b>Combined Rating</b>	84.01	74.35	79.30
<b>Overall Rating</b>	1st	3rd	2nd



## 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 Precedent to Contract Award

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.

#### 5.1.1 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.

#### 5.1.2 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 Certifications Required with the Bid

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

#### 5.2.1 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.



**5.2.2 Status and Availability of Resources**

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

**5.2.3 Education and Experience**

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

**5.2.4 Electronic Payment of Invoices – Bid**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ( ) MasterCard Acquisition Card;
- ( ) Direct Deposit (Domestic and International)

**5.2.5 Contractor's Representative**

The Contractor's Representative for the Contract is:

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

**5.2.6 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: 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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



## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Security Requirements**

- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party which contain security requirements are not to be awarded without prior written permission of the Contracting Authority (ie. a new SRCL must be submitted and processed following the same procedure as for the contract with security requirement).

### **6.2 Statement of Work**

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

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

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

#### **6.3.1 General Conditions**

[2010B \(2018-06-21\)](#), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

#### **6.3.2 Supplemental General Conditions**

[4007 \(2010-08-16\)](#), Supplemental General Conditions – Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the contract is from date of Contract to April 30, 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 four (4) 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: Hannah State  
 Title: Senior Contracting Officer  
 Department: Fisheries and Oceans Canada  
 Directorate: Materiel & Procurement Services  
 Address: 301 Bishop Drive  
 Fredericton, NB E3C 2M6  
 Telephone: 506-429-2622  
 Facsimile: 506-452-3676  
 E-mail address: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto: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 : \_\_\_\_\_  
 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 *(to be inserted at contract award)***

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 The Contractor will be paid in accordance with Annex B – Basis of Payment.
- 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 Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (*insert amount at contract award*). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.





### 6.7.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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 performed has been accepted by Canada.

### 6.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. MasterCard Acquisition Card;
- b. Direct Deposit (Domestic and International)

## 6.8 Invoicing Instructions

6.8.1 Payments will be made provided that:

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

Email: [DFO.invoicing-facturation.MPO@canada.ca](mailto:DFO.invoicing-facturation.MPO@canada.ca)  
CC AP Coder: *(to be inserted at contract award)*

6.8.1.2 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

## 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.

## 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ *(to be inserted at contract award)*.

## 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 supplemental general conditions 4007 (2010-08-16), Supplemental Conditions – Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Additional Vessel Charter Contract Conditions;
- (g) Annex D, Charter Vessel Insurance Conditions;
- (h) Annex E, Vessel Application Form;
- (i) Annex F, Skipper Application Form;
- (j) Annex G, Physician's Certificate of Fitness for Duty Form;
- (k) the Contractor's bid dated \_\_\_\_\_.

## 6.12 Procurement Ombudsman

- 6.12.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.
- 6.12.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [opo-boa@opo-boa.gc.ca](mailto:opo-boa@opo-boa.gc.ca). You can also obtain more information on OPO services available to you on their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).
- 6.12.3 For further information, the Contractor may refer to the following PWGSC site:  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

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

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors; coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 6.14 SACC Manual Clauses

SACC Manual Clause A7017C (2008-05-12) Replacement of Specific Individuals  
SACC Manual clause A9141C (2008-05-12) Vessel Condition  
SACC Manual clause G5003C (2018-06-21) Marine Liability Insurance



## ANNEX "A" - STATEMENT OF WORK

### 1.0 Scope

#### 1.1 Title

Lower Fraser River Fisheries Patrol

#### 1.2 Introduction

Fisheries and Oceans Canada (DFO) is broadly mandated to understand, protect, and conserve the aquatic resources of Canada. In support of this DFO implements contracts with service providers to conduct fisheries patrol activities in the lower Fraser River within the Fraser and Interior Area. Contractors are required to conduct patrols of the fishing areas to assess fishing activity, liaise with fishers and to collect and report data to DFO.

The work is broken into two operational areas for which 2 contracts will be awarded:

1. Fraser River and tributaries downstream of Mission to Sandheads
2. Fraser River and tributaries upstream of Mission to Hope.

**Each Contractor must supply a minimum of 2 vessels and 2 skippers for their respective operational areas.**

#### 1.3 Background

DFO is seeking the services of two Contractors to collect fisheries information in order to support the accurate assessment of catch and effort arising from recreational, commercial and First Nations food, social and ceremonial fisheries in the lower Fraser River.

The work focuses on salmon fisheries in-river and, as such, requires the Contractor to be available to conduct patrols during the peak seasons for these fisheries; typically from May through November. Further to this requirement, due to the nature of the fisheries being monitored, patrols are typically focused on weekends with one or two patrols required per weekend during August and October and one or two patrols required every two weekends during May, June, July and November.

This work occurs in river sections where access to a jet boat will be a benefit to the Contractor, but for the Fraser River and tributaries upstream on Mission to the Hope area a jet boat is required. Contractors will be expected to have significant knowledge of the river sections in question to ensure safe operation during patrols.

On occasion (0-5 times per year) DFO employees are required to participate in patrols with the Contractor. Any participation will be coordinated by the Project Authority and will be discussed and planned in concert with the Contractor.

#### 1.4 Objectives

DFO is seeking the services of two Contractors to complete patrols of their respective operational areas by vessel. A number of fisheries related activities are required such as but not limited to the following: collecting data on fisheries catch and effort, disseminating information from DFO on key programs and policies, developing relationships with members of the public encountered while on patrol, transporting and assisting DFO sampling teams and reporting back to DFO on patrol activities in the form of activity reports and catch and effort datasheets. These activities support effective management



of the fisheries in the areas.

**1.5 Contract Period**

The period of the Contract is from date of Contract to April 30, 2020 inclusive.

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year periods 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.

For the purposes of this contract, DFO has identified a range of expected patrol days for the 2019 season. Note that this is merely an estimate of the expected work and the number of actual days will depend on fishing patterns and funding available to deliver the project.

**1.6 Schedule and Estimated Level of Effort (Work Breakdown Structure)**

Each Contractor is required to have resources which will include a minimum of 2 vessels and 2 skippers capable of performing this requirement for each of their respective operational areas. If the primary vessel is not available the secondary vessel will be used.

The estimated level of potential patrol days for each of the operational areas will be between 25 days up to a maximum of 42 days. Given recent fishing patterns, this work will likely be distributed as follows:

<b>Month</b>	<b>Patrol days</b>
April	2
May	2
June	2
July	3-5
August	8-20
September	1-2
October	4-10
November	3-6
<b>Total :</b>	<b>25-42</b>

**Note:** The majority of the patrol days often will occur on weekends due to the nature of the fisheries being monitored but will be determined by the Project Authority.

**2.0 Requirements**

**2.1 Tasks, Activities, Deliverables and Milestones**

The primary activity under this contract will be vessel patrols within the operational area discussed with the Project Authority during salmon fisheries.

While conducting these patrols, the Contractor is required to complete a variety of tasks determined by the Project Authority, including but not limited to:

- Count active gear in the patrol area;
- Interview fishers to obtain information on catch and effort;
- Distribute information provided by DFO on programs, policies and initiatives;
- Complete data collection sheets provided by the Project Authority;



- Report any observed infractions to the Observe, Record, Report line;
- Assist with collecting samples;
- Accommodate and transport up to 3 additional DFO passengers who will participate in monitoring activities;
- Develop and maintain relationships with members of the public encountered while on patrol;
- Provide a platform for DFO to facilitate specific sampling activities or direct contact with fishers with the purpose of communicating DFO priorities.

Following completion of a patrol, data sheets, samples, and any narrative summaries produced will need to be submitted to DFO in a timely manner. The format and submission methodology will need to be discussed with the Project Authority.

### 3.0 Specifications and Standards

**ALL requirements must be maintained at all times during contracting activities.**

#### 3.1 Requirements for Vessel and Gear

##### 3.1.1 Vessel Requirements:

- Minimum of 5.5 metres (~18 feet) in length
- Capacity for a minimum of four (4) passengers (skipper and three passengers)
- Ability to travel in shallow river sections (< 1m in depth) and operate in swiftwater environments. For the Mission upstream area a jetboat is required and will be considered an asset for the Mission downstream contract.
- Hull construction resilient enough to land on gravel bars; aluminum hull preferred.
- Minimum range of 150km at cruising speed.
- Minimum cruising speed of 25 km/h

##### 3.1.2 Gear Requirements:

- All lifesaving equipment as identified by the Canada Shipping Act and associated Regulations <http://www.tc.gc.ca/eng/acts-regulations/acts-2001c26.htm>
- Redundant communications devices (e.g. VHF Radio, cellular phone, satellite phone)
  - Note that proof of licence/certification is required for those devices that require them (e.g. Restricted Operators Certificate for VHF radios).
- Sounding and navigation equipment
- Digital camera
- Computer with access to email and/or fax to submit data

#### 3.2 Requirements for Captain and Crew

##### 3.2.1 Training and Certifications:

- Wilderness, Marine or Standard First Aid
- Vessel Operators Certificate (SVOP, PCOC, other)
- Medical Examination
- Restricted Operators Certificate (only required if VHF radio is identified as one of the communication devices)



#### **4.0 Technical, Operational and Organizational Environment**

Work under this Contract will be completed in consultation with the Project Authority, including scheduling and delivery of work.

#### **5.0 Method and Source of Acceptance**

Work will be assessed based on the ability to deliver the services required and the timeliness, completeness and quality of data collected. In addition, all services rendered under this Contract are subject to inspection by the Project Authority or his/her delegate, who shall have the right to reject any service or deliverable that is not considered satisfactory, or require their correction before payment will be authorized.

#### **6.0 Reporting Requirements**

Reports must be submitted following each patrol day, typically within 24 hours, and must include completed patrol logs and any additional narrative information or further data products requested by the Project Authority.

#### **7.0 Project Management Control Procedures**

The Project Authority is responsible for the following:

- Conducting pre and post season meetings with the Contractor to prepare for and review program activities;
- Keeping in contact with the Contractor throughout the season to plan coverage and address program challenges as they arise; and,
- Working with administrative staff to ensure efficient processing of invoices submitted by the Contractor, monthly at a minimum.

#### **8.0 Change Management Procedures**

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 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.

#### **9.0 DFO Support**

The Project Authority will maintain contact with the Contractor throughout the season to plan coverage and address any challenges encountered in delivering the project. No access to government facilities and/or equipment will be required outside of meetings at DFO.

#### **10.0 Location of Work, Work site and Delivery Point**

Contract activities will mostly occur within the identified operational area awarded and will take the form of vessel patrols. Occasionally the Contractor may need to attend meetings with program managers and/or members of the public to support program delivery and may take place outside the operational area. The two operational areas are as follows:

1. Fraser River and tributaries downstream of Mission to Sandheads
2. Fraser River and tributaries upstream of Mission to Hope.



### **11.0 Language of Work**

The work for this Contract will be carried out in English. All deliverables must be submitted in English.

### **12.0 Insurance Requirements**

The Contractor must maintain adequate insurance coverage for the duration of the Contract. Compliance with Insurance requirements does not release the Contractor from or reduce its liability under the standing offer nor any related contracts.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's discretion and expense, and for its own benefit and protection.

### **13.0 Travel and Living**

The Crown will not reimburse the Contractor for any travel and/or living expenses as part of this Contract.



**ANNEX “B” – BASIS OF PAYMENT**

The bidder must provide an all-inclusive cost for the provision of all professional services, **including all associated costs** necessary to carry out the required work.

**Primary Vessel Name:** \_\_\_\_\_

**Secondary Vessel Name:** \_\_\_\_\_

All vessel operating costs: the cost of vessel maintenance and repair costs, fuel and oil, vessel transit to/from boat launch, and any vessel wharf fees are the responsibility of the Contractor.

Failure to complete the option year cost section it will be assumed your initial contract cost as the same for all years.

A bid can be submitted for one or both operational areas, by providing a cost estimate you are indicating your interest in providing services that contract area.

The Contract includes an allotment of up to 42 days annually of charter patrol services, for which the timing of the work remains at the discretion of the Project Authority.

**INITIAL CONTRACT PERIOD (contract award to April 30, 2020):**

Description	Maximum Quantity* (A)	Price per day (B)	Total all-inclusive Cost (excluding taxes) A*B = (C)
Fisheries Charter Patrol Services Fraser River and tributaries downstream of Mission to Sandheads	42 days	\$ _____	\$ _____
Fisheries Charter Patrol Services Fraser River and tributaries upstream of Mission to Hope	42 days	\$ _____	\$ _____
<b>INITIAL CONTRACT PERIOD SUBTOTAL (exclusive of taxes):</b>			\$ _____

\* 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.

**OPTIONAL PERIOD 1 (May 1, 2020 to April 30, 2021):**

Description	Maximum Quantity* (A)	Price per day (B)	Total all-inclusive Cost (excluding taxes) A*B = (C)
Fisheries Charter Patrol Services Fraser River and tributaries downstream of Mission to Sandheads	42 days	\$ _____	\$ _____
Fisheries Charter Patrol Services Fraser River and tributaries upstream of Mission to Hope	42 days	\$ _____	\$ _____
<b>OPTIONAL PERIOD 1 SUBTOTAL (exclusive of taxes):</b>			\$ _____

\* 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.





**OPTIONAL PERIOD 2 (May 1, 2021 to April 30, 2022):**

Description	Maximum Quantity* (A)	Price per day (B)	Total all-inclusive Cost (excluding taxes) A*B = (C)
Fisheries Charter Patrol Services Fraser River and tributaries downstream of Mission to Sandheads	42 days	\$ _____	\$ _____
Fisheries Charter Patrol Services Fraser River and tributaries upstream of Mission to Hope	42 days	\$ _____	\$ _____
<b>OPTIONAL PERIOD 2 SUBTOTAL (exclusive of taxes):</b>			\$ _____

\* 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.

**OPTIONAL PERIOD 3 (May 1, 2022 to April 30, 2023):**

Description	Maximum Quantity* (A)	Price per day (B)	Total all-inclusive Cost (excluding taxes) A*B = (C)
Fisheries Charter Patrol Services Fraser River and tributaries downstream of Mission to Sandheads	42 days	\$ _____	\$ _____
Fisheries Charter Patrol Services Fraser River and tributaries upstream of Mission to Hope	42 days	\$ _____	\$ _____
<b>OPTIONAL PERIOD 3 SUBTOTAL (exclusive of taxes):</b>			\$ _____

\* 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.

**OPTIONAL PERIOD 4 (May 1, 2023 to April 30, 2024):**

Description	Maximum Quantity* (A)	Price per day (B)	Total all-inclusive Cost (excluding taxes) A*B = (C)
Fisheries Charter Patrol Services Fraser River and tributaries downstream of Mission to Sandheads	42 days	\$ _____	\$ _____
Fisheries Charter Patrol Services Fraser River and tributaries upstream of Mission to Hope	42 days	\$ _____	\$ _____
<b>OPTIONAL PERIOD 4 SUBTOTAL (exclusive of taxes):</b>			\$ _____

\* 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.



**Total Price for Evaluation Purposes:**

Initial Contract Period	\$ _____
Option Period 1 SUBTOTAL	\$ _____
Option Period 2 SUBTOTAL	\$ _____
Option Period 3 SUBTOTAL	\$ _____
Option Period 4 SUBTOTAL	\$ _____
<b>Total Cost (Exclusive of taxes):</b>	\$ _____



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

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



been a part of this Agreement or Contract.

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



## ANNEX "D" – CHARTER VESSEL INSURANCE CONDITIONS

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

**For the province of Quebec, send to:**

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



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

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

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



**ANNEX “E” – VESSEL APPLICATION FORM**

**Note: Complete and submit one form for each vessel being offered for service.**

The M.V. \_\_\_\_\_ is hereby offered for services, by the undersigned, and on the date of signature by the owner(s), is equipped as listed and described below:

**1. Information on Owner(s)**

Name	Address	Phone	Email

**2. Information on Skipper(s)**

Name	Address	Phone	Email

**3. Description of Vessel**

Registration Number	
Vessel Type (propeller drive, jet drive, sail)	
Length	( m / cm/ ft / in)
Beam	( m / cm/ ft / in)
Draft	( m / cm/ ft / in)
Hull Construction Material	
Year Constructed	
Primary Engine Type (Gas/Diesel)	
Fuel Capacity	(ltr / gal)
Cruising Speed	(kph / mph / kn)
Fuel Consumption @ Cruising Speed	(gal/h / ltr/h)
Range @ Cruising Speed	(km / miles / nmi)
Top Speed	( kph / mph / kn)
Secondary Engine – if present (Size/Type/HP)	
Vessel Location / Present Moorage	
Capacity (max # occupants – incl. crew)	

**Note: In addition to the above details, a copy of the vessel registration and a recent colour photograph which clearly reflects the present appearance of this vessel are required as part of the submission.**

**4. Description of Equipment (if present)**

Category	Equipment	Make / Model / Description
Communications	Marine VHF (fixed)	
	Marine VHF (portable)	
	Single Side Band	



	Citizen Band	
	Scanner VHF	
	Cellular	
	Auto Tel	
	Satellite Phone	
Navigation and other electronics	Radar	
	Plotter	
	Sonar	
	Loran	
	Compass	
	GPS	
	Sounder	
	Computer	
	Camera	
Facsimile		
Lifesaving and Safety Equipment	First Aid Kit	
	Life Jackets / PFDs	
	Buoyant heaving line	
	Flashlight	
	Flares	
	Manual propelling device (oars or paddles)	
	Anchor	
	Bailer or bilge	
	Sound-signaling device	
	Fire Extinguisher	
General	Winch	
	Boat Trailer	
	Other equipment (not specified above)	
Skiff (if applicable)	Length	( m / cm/ ft / in)
	Make	
	Horsepower	
	Other details	

Signature of (primary) Skipper \_\_\_\_\_

Signature of Registered Owner(s) \_\_\_\_\_

Note: Where the vessel is not owned by a company and there is more than one owner, all must sign.

PLEASE ENSURE THAT YOU HAVE PROVIDED ALL REQUIRED INFORMATION AND DOCUMENTATION







- 2) Commercial Fisheries
  
- 3) First Nation Fisheries
  
- 4) Sport Fisheries
  
- 5) Enforcement (in addition to previous experience include any previous enforcement training)
  
- 6) Habitat / Stock Assessment (salmon stream enumeration, other)

**2. HEALTH AND SAFETY PLAN**

The Bidder is required to provide Fisheries and Oceans Canada with a comprehensive health and safety plan which will describe how all WCB and insurer guidelines and requirements will be addressed in relation to all aspects of the work which will be required during the charter. On a separate attachment to this tendering package please describe, in explicit detail, the procedures and activities which will be in place and followed to ensure all health and safety concerns will be addressed (e.g. safety measures to be followed when walking streams). Please include as much detail as possible covering all aspects of your safety plan such as emergency contacts, notification/check-in procedure, etc.

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**\*\*\*If you wish to add in more lines in any section please do so. \*\***

Signature of (primary) Skipper \_\_\_\_\_

Signature of Registered Owner(s) \_\_\_\_\_

Note: Where the vessel is not owned by a company and there is more than one owner, all must sign.

**PLEASE ENSURE THAT YOU HAVE PROVIDED ALL REQUIRED INFORMATION AND DOCUMENTATION**



**ANNEX "G" – PHYSICIAN'S CERTIFICATE OF FITNESS FOR DUTY FORM**

**RELATING TO: TENDER #F5211-200002**

**A. TO BE COMPLETED BY APPLICANT**

SURNAME	FIRST NAME	INITIALS
HOME ADDRESS		
CITY, PROVINCE	POSTAL CODE	
HOME PHONE	ALTERNATE PHONE	
EMAIL		
NAME OF PHYSICIAN	OFFICE PHONE	
ADDRESS	DATE OF EXAMINATION (YYYY-MM-DD)	
<p>I REQUEST THE PHYSICIAN TO COMPLETE THE INFORMATION BELOW AND I AUTHORIZE IT'S RELEASE TO FISHERIES AND OCEANS CANADA.</p> <p>_____</p> <p>_____</p>		
SIGNATURE OF APPLICANT		DATE

**B. TO BE COMPLETED BY PHYSICIAN**

I have reviewed the Statement of Work for which the above named individual has submitted a proposal.

I believe the patient is able to perform the duties at this time.

I do NOT believe the patient is able to perform the duties at this time.

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDRESS OF MEDICAL OFFICE

\_\_\_\_\_  
PHONE NUMBER



## ANNEX “H” – EVALUATION CRITERIA

### PROPOSALS:

Bid acceptance is at the discretion of Fisheries and Oceans Canada. Bids will be evaluated based on the information provided on the completed Skipper and Vessel Application Forms.

### MANDATORY REQUIREMENTS:

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

**Your proposal MUST clearly indicate that you meet the following minimal requirements. Failure to do so will result in disqualification of your proposal.**

#### General Mandatory Evaluation Requirements:

- Evidence of the following items must be included with the submission package. A scan/photocopy of documentation for each item must be included with your submission package.

No.	Mandatory Criteria	Meets Criteria	
		Yes	No
M1	Workers Compensation Board (WCB) Coverage	Yes	No
M2	Proof of Insurance	Yes	No
M3	Current and valid Transport Canada inspection certificate. Provide copies of certificates. <u>Certification</u> <ul style="list-style-type: none"> <li>▪ Any vessel being offered for contract over 15 Gross Registered Tonnage must have a current Transport Canada Inspection certification.</li> <li>▪ Any vessel being offered for contract under 15 Gross Registered Tonnage must be enrolled in the Transport Canada Small Vessel Compliance Program and have a current Small Commercial Vessel Registry number (also referred to as a “C” number). Note: an intern letter from Transport Canada that the “C” number is being processed will be acceptable.</li> </ul>	Yes	No
M4	Submission of all completed forms to include a minimum of 2 vessel and 2 skipper application forms	Yes	No
M5	Bidders submitting a bid in the Fraser River and tributaries upstream of Mission to Hope operational area must provide proof of a Jet Boat.  <b>*Proof is considered to be a photo of the jet boat and a document showing the vessel specs (ie. submission of the vessel application form) is required.</b>	Yes	No

#### Skipper Mandatory Requirements:

- Evidence of the following items must be provided with the submission package. A scan/photocopy of documentation of each certification in the Skippers Name must be included with your submission package.

#### 1<sup>st</sup> Skippers Name:

No.	Mandatory Criteria	Meets Criteria	
M6	Radio Operator Licence (only required for those proposals	Yes	No



	identifying VHF radio as one of their communication devices)		
<b>M7</b>	Wilderness, Marine or Standard First Aid	Yes	No
<b>M8</b>	Medical Examination (completed Physician's certificate)	Yes	No
<b>M9</b>	Vessel Operators Certificate (SVOP/PCOC/other)	Yes	No

**2<sup>nd</sup> Skippers Name:**

No.	Mandatory Criteria	Meets Criteria	
<b>M6</b>	Radio Operator Licence (only required for those proposals identifying VHF radio as one of their communication devices)	Yes	No
<b>M7</b>	Wilderness, Marine or Standard First Aid	Yes	No
<b>M8</b>	Medical Examination (completed Physician's certificate)	Yes	No
<b>M9</b>	Vessel Operators Certificate (SVOP/PCOC/other)	Yes	No

**3<sup>rd</sup> Skippers Name:**

No.	Mandatory Criteria	Meets Criteria	
<b>M6</b>	Radio Operator Licence (only required for those proposals identifying VHF radio as one of their communication devices)	Yes	No
<b>M7</b>	Wilderness, Marine or Standard First Aid	Yes	No
<b>M8</b>	Medical Examination (completed Physician's certificate)	Yes	No
<b>M9</b>	Vessel Operators Certificate (SVOP/PCOC/other)	Yes	No

**4<sup>th</sup> Skippers Name:**

No.	Mandatory Criteria	Meets Criteria	
<b>M6</b>	Radio Operator Licence (only required for those proposals identifying VHF radio as one of their communication devices)	Yes	No
<b>M7</b>	Wilderness, Marine or Standard First Aid	Yes	No
<b>M8</b>	Medical Examination (completed Physician's certificate)	Yes	No
<b>M9</b>	Vessel Operators Certificate (SVOP/PCOC/other)	Yes	No

**Vessel and Gear Mandatory Requirements:**

- Evidence of the following items must be provided with the submission package. Please provide information/proof on the Vessel Application Form.

**1<sup>st</sup> Vessel Name:**

No.	Mandatory Criteria	Meets Criteria	
<b>M10</b>	Vessel of 5.5 meters (~18 feet) in length or greater	Yes	No
<b>M11</b>	Capacity for a minimum of four (4) passengers (skipper and three passengers)	Yes	No
<b>M12</b>	Minimum cruising speed of 25 km/h	Yes	No
<b>M13</b>	Sounding and navigation equipment	Yes	No
<b>M14</b>	All lifesaving equipment as identified by the Canada Shipping Act and associated Regulations	Yes	No

**2<sup>nd</sup> Vessel Name:**

No.	Mandatory Criteria	Meets Criteria	
<b>M10</b>	Vessel of 5.5 meters (~18 feet) in length or greater	Yes	No
<b>M11</b>	Capacity for a minimum of four (4) passengers (skipper and three passengers)	Yes	No
<b>M12</b>	Minimum cruising speed of 25 km/h	Yes	No
<b>M13</b>	Sounding and navigation equipment	Yes	No
<b>M14</b>	All lifesaving equipment as identified by the Canada Shipping Act and associated Regulations	Yes	No



**3<sup>rd</sup> Vessel Name:**

No.	Mandatory Criteria	Meets Criteria	
		Yes	No
<b>M10</b>	Vessel of 5.5 meters (~18 feet) in length or greater	Yes	No
<b>M11</b>	Capacity for a minimum of four (4) passengers (skipper and three passengers)	Yes	No
<b>M12</b>	Minimum cruising speed of 25 km/h	Yes	No
<b>M13</b>	Sounding and navigation equipment	Yes	No
<b>M14</b>	All lifesaving equipment as identified by the Canada Shipping Act and associated Regulations	Yes	No

**4<sup>th</sup> Vessel Name:**

No.	Mandatory Criteria	Meets Criteria	
		Yes	No
<b>M10</b>	Vessel of 5.5 meters (~18 feet) in length or greater	Yes	No
<b>M11</b>	Capacity for a minimum of four (4) passengers (skipper and three passengers)	Yes	No
<b>M12</b>	Minimum cruising speed of 25 km/h	Yes	No
<b>M13</b>	Sounding and navigation equipment	Yes	No
<b>M14</b>	All lifesaving equipment as identified by the Canada Shipping Act and associated Regulations	Yes	No

**On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:**

1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; and
2. All the information provided in the bid is complete, true and accurate.

**Name of Authorized Person:** \_\_\_\_\_

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



**Rated Requirements Table “A” – 1<sup>st</sup> Vessel and 1<sup>st</sup> Skipper - Minimum score of 37/75 must be obtained**

No.	Rated Criteria	Scoring Guide	Max/Min* Points	Cross Reference to Bidder's Proposal (pg. #)
<b>Vessel Functionality</b>				
R1	<b>Vessel Speed</b>	<b>Ratings as follows:</b> <ul style="list-style-type: none"> <li>• <b>Cruising speed:</b> <ul style="list-style-type: none"> <li>○ 1.0 pts – cruising speed 25 km/h to 30 km/h</li> <li>○ 2.0 pts – cruising speed &gt; 30 km/h</li> </ul> </li> <li>• <b>Top speed</b> <ul style="list-style-type: none"> <li>○ 1.00 pts – top speed ≥ 50 km/h</li> </ul> </li> </ul>	<b>Max 3</b>	
R2	<b>Vessel Fuel Consumption</b>	<b>Ratings as follows:</b> <ul style="list-style-type: none"> <li>○ 1.0 pts – fuel consumption &gt; 35 litres/h</li> <li>○ 2.0 pts – fuel consumption ≤ 35 litres/h</li> </ul>	<b>Max 2</b>	
R3	<b>Vessel Range</b>	<b>Ratings as follows:</b> <ul style="list-style-type: none"> <li>○ 1.0 pts – range is 100 to 200km</li> <li>○ 2.0 pts – range is ≥ 201 km</li> </ul>	<b>Max 2</b>	
R4	<b>Vessel Suitability</b>	<b>Ratings as follows:</b> <ul style="list-style-type: none"> <li>○ 4 pts – ability to access and negotiate shallow river sections and operate in swiftwater environments</li> <li>○ 2 pts – vessel location/moorage indicated on Vessel Application Form</li> <li>○ 2 pts – vessel year of construction indicated on Vessel Application Form</li> </ul>	<b>Max 8</b>	
R5	<b>Vessel Electronics, Cameras and other Equipment</b>	<b>Ratings as follows:</b> <ul style="list-style-type: none"> <li>○ 2.0 pts – redundant communications systems</li> <li>○ 2.0 pts – sounding / navigation equipment</li> <li>○ 2.0 pts – camera / computer / fax for recording and reporting</li> <li>○ 2.0 pts – winches / trailer</li> </ul>	<b>Max 8</b>	
R6	<b>Vessel Secondary Engine</b>	<b>Ratings as follows:</b> <ul style="list-style-type: none"> <li>○ 0.00 – no secondary engine</li> <li>○ 1.00 – secondary engine available but not permanently mounted</li> <li>○ 2.00 – secondary engine mounted and functional</li> </ul>	<b>Max 2</b>	
<b>Skipper Experience</b>				
R7	<b>Experience with Patrol Services as provided in Statement of Work and Application</b>	<b>Experience with Patrol Services</b> (year = one season of work) <ul style="list-style-type: none"> <li>• 109 months or more (10 points)</li> <li>• 73 – 108 months(8 points)</li> <li>• 49 - 72 months (5 points)</li> <li>• 25 – 48 months (3 points)</li> <li>• 0 – 24 months (1 points)</li> </ul>	<b>Max 10</b>	



	Form			
R8	<b>Navigational skills experience</b>	<b>Experience in Navigation</b> <ul style="list-style-type: none"> <li>• 1 point – formal training in navigation and vessel operation</li> <li>• 1 point – for each year of navigation experience, up to a total of 6 points</li> <li>• 1 point – for each year of navigation experience in the contract area, up to a total of 5 points</li> </ul>	<b>Max 12</b>	
R9	<b>Commercial Fisheries experience</b>	<b>Experience with Commercial Fisheries</b> <ul style="list-style-type: none"> <li>• 1 point – for each identified year to a total of 6 points</li> <li>• 2 points – if that experience is in the project area</li> </ul>	<b>Max 8</b>	
R10	<b>First Nation Fisheries experience</b>	<b>Experience with First Nations Fisheries</b> <ul style="list-style-type: none"> <li>• 1 point – for each identified year to a total of 6 points</li> <li>• 2 points – if that experience is in the project area</li> </ul>	<b>Max 8</b>	
R11	<b>Recreational Fisheries experience</b>	<b>Experience with Recreational Fisheries</b> <ul style="list-style-type: none"> <li>• 1 point – for each identified year to a total of 6 points</li> <li>• 2 points – if that experience is in the project area</li> </ul>	<b>Max 8</b>	
R12	<b>Enforcement Activities experience</b>	<b>Experience with Enforcement Activities</b> <ul style="list-style-type: none"> <li>• 25 months or more – experience or training (2 points)</li> <li>• 12 – 24 months – experience or training (1 point)</li> <li>• 0 – 11 months – experience or training (0 point)</li> </ul>	<b>Max 2</b>	
R13	<b>Habitat / Stock Assessment experience</b>	<b>Experience with Habitat / Stock Assessments</b> <ul style="list-style-type: none"> <li>• 25 months or more – experience or training (2 points)</li> <li>• 12 – 24 months – experience or training (1 point)</li> <li>• 0 – 11 months – experience or training (0 point)</li> </ul>	<b>Max 2</b>	

\* Minimum points required only for R12 and R13

**Rated Requirements Table “B” – 2<sup>nd</sup> Vessel and 2<sup>nd</sup> Skipper - Minimum score of 37/75 must be obtained**

No.	Rated Criteria	Scoring Guide	Max/Min Points	Cross Reference to Bidder's Proposal (pg. #)
<b>Vessel Functionality</b>				
R1	<b>Vessel Speed</b>	<b>Ratings as follows:</b> <ul style="list-style-type: none"> <li>• <b>Cruising speed:</b> <ul style="list-style-type: none"> <li>○ 1.0 pts – cruising speed 25 km/h to 30 km/h</li> <li>○ 2.0 pts – cruising speed &gt; 30 km/h</li> </ul> </li> <li>• <b>Top speed</b> <ul style="list-style-type: none"> <li>○ 1.00 pts – top speed ≥ 50 km/h</li> </ul> </li> </ul>	<b>Max 3</b>	
R2	<b>Vessel Fuel Consumption</b>	<b>Ratings as follows:</b> <ul style="list-style-type: none"> <li>○ 1.0 pts – fuel consumption &gt; 35 litres/h</li> <li>○ 2.0 pts – fuel consumption ≤ 35 litres/h</li> </ul>	<b>Max 2</b>	
R3	<b>Vessel Range</b>	<b>Ratings as follows:</b> <ul style="list-style-type: none"> <li>○ 1.0 pts – range is 100 to 200km</li> </ul>	<b>Max 2</b>	





		<ul style="list-style-type: none"> <li>○ 2.0 pts – range is <math>\geq</math> 201 km</li> </ul>		
R4	<b>Vessel Suitability</b>	<b>Ratings as follows:</b> <ul style="list-style-type: none"> <li>○ 4 pts – ability to access and negotiate shallow river sections and operate in swiftwater environments</li> <li>○ 2 pts – vessel location/moorage indicated on Vessel Application Form</li> <li>○ 2 pts – vessel year of construction indicated on Vessel Application Form</li> </ul>	<b>Max 8</b>	
R5	<b>Vessel Electronics, Cameras and other Equipment</b>	<b>Ratings as follows:</b> <ul style="list-style-type: none"> <li>○ 2.0 pts – redundant communications systems</li> <li>○ 2.0 pts – sounding / navigation equipment</li> <li>○ 2.0 pts – camera / computer / fax for recording and reporting</li> <li>○ 2.0 pts – winches / trailer</li> </ul>	<b>Max 8</b>	
R6	<b>Vessel Secondary Engine</b>	<b>Ratings as follows:</b> <ul style="list-style-type: none"> <li>○ 0.00 – no secondary engine</li> <li>○ 1.00 – secondary engine available but not permanently mounted</li> <li>○ 2.00 – secondary engine mounted and functional</li> </ul>	<b>Max 2</b>	
<b>Skipper Experience</b>				
R7	<b>Experience with Patrol Services as provided in Statement of Work and Application Form</b>	<b>Experience with Patrol Services</b> (year = one season of work) <ul style="list-style-type: none"> <li>• 109 months or more (10 points)</li> <li>• 73 – 108 months(8 points)</li> <li>• 49 - 72 months (5 points)</li> <li>• 25 – 48 months (3 points)</li> <li>• 0 – 24 months (1 points)</li> </ul>	<b>Max 10</b>	
R8	<b>Navigational skills experience</b>	<b>Experience in Navigation</b> <ul style="list-style-type: none"> <li>• 1 point – formal training in navigation and vessel operation</li> <li>• 1 point – for each year of navigation experience, up to a total of 6 points</li> <li>• 1 point – for each year of navigation experience in the contract area, up to a total of 5 points</li> </ul>	<b>Max 12</b>	
R9	<b>Commercial Fisheries experience</b>	<b>Experience with Commercial Fisheries</b> <ul style="list-style-type: none"> <li>• 1 point – for each identified year to a total of 6 points</li> <li>• 2 points – if that experience is in the project area</li> </ul>	<b>Max 8</b>	
R10	<b>First Nation Fisheries experience</b>	<b>Experience with First Nations Fisheries</b> <ul style="list-style-type: none"> <li>• 1 point – for each identified year to a total of 6 points</li> <li>• 2 points – if that experience is in the project area</li> </ul>	<b>Max 8</b>	
R11	<b>Recreational Fisheries experience</b>	<b>Experience with Recreational Fisheries</b> <ul style="list-style-type: none"> <li>• 1 point – for each identified year to a total of 6 points</li> <li>• 2 points – if that experience is in the project area</li> </ul>	<b>Max 8</b>	
R12	<b>Enforcement Activities experience</b>	<b>Experience with Enforcement Activities</b> <ul style="list-style-type: none"> <li>• 25 months or more – experience or training (2 points)</li> </ul>	<b>Max 2</b>	



		<ul style="list-style-type: none"> <li>• 12 – 24 months – experience or training (1 point)</li> <li>• 0 – 11 months – experience or training (0 point)</li> </ul>		
<b>R13</b>	<b>Habitat / Stock Assessment experience</b>	<b>Experience with Habitat / Stock Assessments</b> <ul style="list-style-type: none"> <li>• 25 months or more – experience or training (2 points)</li> <li>• 12 – 24 months – experience or training (1 point)</li> <li>• 0 – 11 months – experience or training (0 point)</li> </ul>	<b>Max 2</b>	

\* **Minimum points required only for R12 and R13**

**Rated Requirements “A” + “B” must achieve a Minimum score of 37/75 individually, at which time they will be added together for a score out of a possible 150 points max.**

Those not meeting the minimum score will not be considered further.

The daily rate is to include all costs except taxes.

**BASIS OF SELECTION:**

For each operational area, the Bidder with the highest combined rating of technical merit and price shall be selected and awarded a contract.

Should a Bidder be declared compliant, subsequently receiving the highest technical score overall in both contract areas the Bidder must be able to either provide 2 boats and 2 skippers for each contract area (4 boats and 4 skippers in total) or the Bidder may choose one of the two contract areas. In this case the second highest technically compliant Bidder would be awarded the 2<sup>nd</sup> contract.