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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 STANDING OFFER**

**DEMANDE D'OFFRES À COMMANDES (DOC)**

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> Standing Offer for Rotary Wing Aircraft Charter Services		<b>Date</b> October 19, 2017
<b>Solicitation No. – N° de l'invitation</b> F5211-170059		
<b>Client Reference No. - No. de référence du client</b> F1549-160001		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At / à : 2:00 P.M.</b> ADT (Atlantic Daylight Time) <b>On / le :</b> November 2, 2017		
<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> Cathi Harris, A/Team Lead – Contracting Services, Procurement Hub - Fredericton <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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# REQUEST FOR STANDING OFFER (RFSO)

F5211-170059

Rotary Wing Aircraft Charter Services

FISHERIES AND OCEANS CANADA

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6            Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### **1.2 Summary**

#### **1.2.1 Background**

Fisheries & Oceans Canada (DFO) conducts multiple aerial inspections of salmon streams in the interior of British Columbia (BC) to estimate spawning population sizes for Chinook, Sockeye and Coho salmon. DFO also conducts multiple enforcement patrols and aerial inspections for creel and catch monitoring counts. Flying for these purposes is very specialized. Therefore, DFO requires the use of rotary-wing aircraft that meet specific performance and configuration requirements and requires that the pilots have related flying experience.

Bases of Operation (points of flight origin):

- 1) Prince George, BC
- 2) Kamloops, BC
- 3) Lillooet, BC
- 4) Williams Lake, BC / Quesnel, BC

## Summary

One Standing Offer may be issued for each Base of Operation listed in the Statement of Work.

The period of the Standing Offer will be from December 1st, 2017 to November 30th, 2018 with possibility of two additional one year option periods at the discretion of Fisheries and Oceans Canada. It should be noted that a Standing Offer to provide rotary-wing aircraft charter services shall be on an as and when required basis. Standing offers are not a guarantee of business and Fisheries and Oceans Canada is not obligated to use these services.

The Contractor must perform the Work in accordance with the Statement of Work.

1.2.2 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

1.2.3 The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the requirement detailed in the RFSO, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

## 1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

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.

The [2006](#) (2015-07-03) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 180 days

### 2.1.1 SACC Manual Clauses

#### SACC Manual Clause M0280T (2015-02-25) Documents Required for Offers Evaluation Purposes

The Offeror must provide the following documents with its offer:

1. Pilot Experience
2. Pricing Schedule
3. Technical Proposal
4. Certifications.

### 2.2 Submission of Offers

Offers 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 Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to DFO will not be accepted.

### 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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

If so, the Offeror must provide the following information, for all FPS 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, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES ( ) NO ( )**

If so, the Offeror 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

## 2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **6** calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.



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

## 2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

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

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (1 soft copies OR 1 hard copy) ;

Section II: Financial Offer (1 soft copy OR 1 hard copy);

Section III: Certifications (1 soft copy OR 1 hard copy).

Please note that DFO prefers receipt of proposals in soft copy to the email address identified on page one of the solicitation. 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.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

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

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, Offerors 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 Offer**

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

### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### **3.1.1 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "1 to Part 3" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "1 to Part 3" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

#### **3.1.2 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

**Section III: Certifications** Offerors must submit the certifications and additional information required under Part 5.

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

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.

- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **4.1.1 Technical Evaluation**

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

Attached at Annex 1 to Part 4.

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

Attached at Annex 1 to Part 4.

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1**

*SACC Manual* Clause [M0220T](#) (2016-01-28), Evaluation of Price

#### **4.2 Basis of Selection**

##### **4.2.1 Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum points specified for each criterion for the technical evaluation, and
  - d. obtain the required minimum of 65 or 75 (Kamloops and Lillooet) points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 400 or 500 (Kamloops and Lillooet) points.
2. Bids not meeting (a) or (b) or (c) and (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 70% for the technical merit and 30% 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 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
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 70/30 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 (70%) and Price (30%)

	Bidder 1	Bidder 2	Bidder 3
<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 x 70 = 59.62	89/135 x 70 = 46.14	92/135 x 70 = 47.70
<b>Pricing Score</b>	45/55 x 30 = 24.54	45000/50 x 30 = 27.00	45/45 x 30 = 30.00
<b>Combined Rating</b>	84.16	73.14	77.70
<b>Overall Rating</b>	1st	3rd	2nd

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 5.1 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer non-responsive.

#### 5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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-Labour's 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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

## 5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

### 5.2.3.1 Status and Availability of Resources

SACC *Manual* Clause [M3020T](#) (2016-01-28), Status of Availability of Resources – Offer

## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

### 6.1 Security Requirements

There is no security requirement applicable to the Standing Offer.

### 6.2 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex C.

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

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

#### 7.2 Security Requirements

7.2.1 There is no security requirement applicable to the Standing Offer.

#### 7.3 Standard Clauses and Conditions

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

##### 7.3.1 General Conditions

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**2005** (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

## **7.4 Term of Standing Offer**

### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from December 1, 2017 to November 30, 2018.

### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for 2 additional 1 year periods under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### **7.4.3 Comprehensive Land Claims Agreements (CLCAs)**

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

## **7.5 Authorities**

### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Cathi Harris  
Title: A/Team Lead – Contracting Services  
Fisheries and Oceans Canada  
Directorate: Materiel and Procurement Services  
Procurement Hub - Fredericton  
Address: 301 Bishop Drive, Fredericton NB E3C 2M6

Telephone: 506-452-3639  
Facsimile: 506-452-3676  
E-mail address: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### 7.5.2 Project Authority

The Project Authority for the Standing Offer is *(to be provided at award)*:

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

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### 7.5.3 Offeror's Representative *(to be provided at award)*

### 7.6 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.

### 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: *(to be provided at award)*.

### 7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form Call-up Against a Standing Offer.

### 7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00. (Applicable Taxes excluded).

### 7.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$200,000.00 (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 1 month before the expiry date of the Standing Offer, whichever

comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 7.11 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2015-09-03), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010C](#) (2015-07-03), General Conditions - Services (Medium Complexity); *(insert number, date and title of the general conditions that will apply to the contract)*
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable*).

## 7.12 Certifications and Additional Information

### 7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

### 7.13.2 SACC Manual Clauses

SACC Manual Clause [M3020C](#) (2016-01-28), Status of Availability of Resources - Standing Offer

## 7.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

## 7.15 Discretionary Audit

SACC Manual Clause [C0705C](#) (2010-01-11), Discretionary Audit

## 7.16 SACC Manual Clauses

SACC Manual Clause [A0038C](#) (2006-06-16), Air Transportation

SACC Manual Clause [B4028C](#) (2008-05-12), Air Charter Conditions

SACC Manual Clause [B4032C](#) (2006-06-16), Safety Briefing



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## B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### 7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

2010C (2015-07-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

*Insert the following clause when payment by credit cards is accepted by the Offeror.*

Section 13 Interest on Overdue Accounts, of 2010C (2015-07-03), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

### 7.3 Term of Contract

#### 7.3.1 Period of the Contract

The Work is to be performed during the period of December 1, 2017 to November 30, 2018.

### 7.4 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.

### 7.5 Payment

#### 7.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Standing Offer, the Contractor will be paid an amount not to exceed \$ \_\_\_\_\_ (*insert amount at contract award*). Customs duties are \_\_\_\_\_ included and Applicable Taxes are extra.

#### 7.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (*insert the 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 percent committed, or
- b. four (4) 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.

### **7.5.3 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.

### **7.5.4 SACC Manual Clauses**

SACC Manual Clause [A9117C](#) (2007-11-30), T1204-Direct Request by Customer Department

SACC Manual Clause [C2000C](#) (2007-11-30), Taxes – Foreign-based Contractor

### **7.5.5 Electronic Payment of Invoices – Call-up**

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).

### **7.6 Invoicing Instructions**

1. 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.
2. Each invoice must be supported by:
  - a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract.
3. Invoices must be distributed as follows:

The original copy must be forwarded to [DFO.invoicing-facturation.MPO@canada.ca](mailto:DFO.invoicing-facturation.MPO@canada.ca) for certification and payment.

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## 7.7 Insurance 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.

## 7.8 SACC Manual Clauses

SACC Manual Clause [A0038C](#) (2006-06-16), Air Transportation

SACC Manual Clause [B4028C](#) (2008-05-12), Air Charter Conditions

SACC Manual Clause [B4032C](#) (2006-06-16), Safety Briefing

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## ANNEX "A"

### STATEMENT OF WORK

#### STANDING OFFER – ROTARY-WING AIRCRAFT CHARTER SERVICES

##### Background

Fisheries & Oceans Canada (DFO) conducts multiple aerial inspections of salmon streams in the interior of British Columbia (BC) to estimate spawning population sizes for Chinook, Sockeye and Coho salmon. DFO also conducts multiple enforcement patrols and aerial inspections for creel and catch monitoring counts. Flying for these purposes is very specialized. Therefore, DFO requires the use of rotary-wing aircraft that meet specific performance and configuration requirements and requires that the pilots have related flying experience.

There will be four Bases of Operation (points of flight origin):

- 1) Prince George, BC
- 2) Kamloops, BC
- 3) Lillooet, BC
- 4) Williams Lake, BC / Quesnel, BC

Below are the various types of requirements that will be necessary for services required. Unless a specific Base of Operation is noted, the requirement will be expected for all Bases of Operation.

##### Definitions

“catch-monitoring/creel survey” means a flight during which onboard observers count active, in-river fishing gear, e.g. nets, as the aircraft flies at a low level and a slow speed.

“enforcement patrol” means a flight during which onboard law enforcement personnel, e.g. Fishery Officers, monitor compliance with fisheries and habitat protection regulations.

“fish enumeration” means a flight during which onboard observers manually count spawning salmon in a river or stream as the aircraft flies at a low level and a slow speed in a “crab” manner, i.e. rear of the aircraft slightly canted to the center of the stream, to provide the best view of the river to observers, both of whom are seated on the passenger side of the aircraft, but without causing fish to flee due to the presence of the helicopter.

“proof of experience” means the provision of completed Tables of Experience. It also means the availability of copies of flight tickets which specifically make reference to flying for the purposes identified in Pilot Requirements. Flight tickets must be available upon request during the proposal evaluation process and during any awarded Standing Offer or Contract period.

“radio-telemetry tracking” means a flight which follows a systematic, transect-based search pattern, moving progressively into smaller areas, for the purpose of isolating radio signals emitted by animal-borne transmitters.

“timber stand assessment” means a flight during which onboard observers assess broad- and small-scale attributes of forested areas, e.g. the impacts of mountain beetle infestation.

“flying in a wire and obstruction environment” means low level, slow speed flying when obstructions such as unmarked and marked power lines may be encountered at the same or similar elevation that the aircraft is flying in. Other obstructions can include but not limited to unmarked telephone wires, bridges, guy wires, radio towers and tram crossings. Onboard hands free communication between PIC and crew is mandatory, as is joint decision for going under or going over obstacle(s).

“wildlife survey” means a flight which follows a systematic, transect-based or habitat-stratified flight path during which onboard observers manually count groups and/or individuals of particular wildlife species. This frequently involves low level, slow speed flight and tight, circling turns to permit the collection of specific demographic information, e.g. sex and age.

### General Requirements

1. Pilots are required to fly for extended periods, e.g. up to 7 hours per day, at low speeds and low levels, e.g. less than 200 feet above ground level, often among trees, power lines and wildlife (birds). DFO also requires that pilots fly the aircraft in a "crab" manner, i.e. rear of the aircraft slightly canted to the centre of the stream, to provide the best possible view of the river to observers, both of whom are seated on the passenger side of the aircraft, but without causing fish to flee due to the presence of the helicopter.
2. DFO cannot readily postpone flights, as timing is critical to accurately enumerate salmon populations. Therefore, the Contractor must provide substitute aircraft if mechanical problems lead to a delay in meeting the required service. All substitute aircraft must meet the aircraft requirements of this Statement of Work.
3. The Contractor must adhere to flight schedules as strictly as possible to allow DFO to maintain the required statistical qualities of the salmon counts. However, the Contractor must be prepared for in-season schedule changes due to unforeseen events, e.g. inclement weather.
4. Anticipated flight schedules covering the entire flying season will be forwarded to the Contractor as early as possible after standing offer award, for the first year of the standing offer, and by mid-June or early July for subsequent years of the standing offer. The Contractor must confirm, within 5 days of receipt of the flight schedules, that it will provide qualified pilots and suitable aircraft to meet those schedules.
5. Kamloops Base of Operations: The Contractor must have two aircraft available and two qualified pilots available that meet the requirements of this Statement of Work. There will be times when two aircraft and two qualified pilots are needed in the same area at the same time. DFO anticipates that this requirement for a second aircraft and a second qualified pilot may apply in approximately 10-20 percent of the flying hours in the late August to late November time period. This requirement and the scheduling thereof, is subject to weather conditions, stream flow conditions and fish behaviour and will vary considerably on an annual basis.
6. Williams Lake / Quesnel Base of Operations: The Contractor must have two aircraft available and two pilots available that meet the requirements of this Statement of Work. There will be times when two aircraft and two pilots are needed in the same area at the same time. DFO anticipates that this requirement for a second aircraft and a second pilot may apply in approximately 10-20 percent of the flying hours in the early August to mid November time period for Williams Lake/Quesnel, BC. This requirement and the scheduling thereof, is subject to weather conditions, stream flow conditions and fish behaviour and will vary considerably on an annual basis.
7. Prince George Base of Operations: The Contractor must have two aircraft available and two pilots available that meet the requirements of this Statement of Work. There will be times when two aircraft and two pilots are needed in the same area at the same time. DFO anticipates that this requirement for a second aircraft and a second pilot may apply in approximately 10-20 percent of the flying hours in the early August to early September time period for Prince George, BC. This requirement and the scheduling thereof, is subject to weather conditions, stream flow conditions and fish behavior and will vary considerably on an annual basis.

8. Access to copies of valid Transport Canada Air Operator Certificate including the Table of Contents and all pages to which that Table of Contents refers at any time during the standing offer period.

### **Rotary-wing Aircraft Requirements**

1. Loud Hailer equipment is mandatory for all enforcement patrols.
2. Wire strike equipment is mandatory for Kamloops and Lillooet.
3. Due to the nature of DFO specialty flight operations, e.g. often in mountainous terrain (at altitudes up to 6500 feet above sea level) and low-level, slow speed flight over water and among trees, DFO requires the use of rotary-wing aircraft that meet specific performance and configuration requirements. The aircraft provided by the Contractor must be equipped with a two-bladed turbine engine (to minimize downwash and other stimuli that may negatively affect viewing or scare fish) and must have a minimum fuel capacity of 345 litres (approximately 3 hours of flight time). The cabin must be configured so that the pilot is situated on the starboard (right) side of the aircraft, enabling observers to be seated on the port (left) side of the aircraft. The aircraft must have a minimum of three passenger seats to accommodate at least two observers and necessary gear. In the case of enforcement patrols, this may include transport of seized items such as fish and fishing gear. Counting operations routinely require 2 observers, both seated on the opposite side of the pilot but, on occasion, a third observer may be required and will be seated behind the pilot.
4. The aircraft must have a removable front passenger door that must be either stowed in the rear of the helicopter in such a way that it does not impede exiting the helicopter in the case of an emergency (the door must be secured in the cabin with a restraint approved by Transport Canada) or the door must be dropped at a convenient site or at a specified base without incurring additional flight time and cost to DFO. Once salmon counting is complete the door should be re-installed for ferrying between locations.
5. The aircraft must have either a removable rear passenger door which must be dropped off at a convenient site or at a specified base without incurring additional flight time, or a rear passenger door with a large scanning window that, when fully open, permits helmeted observers to place their heads completely outside the cabin for unobstructed viewing. This requirement will limit extended environmental exposure and, therefore, ensure observer (and pilot) comfort during flights of longer duration, which are common to these areas.
6. Passenger-side bubble windows fore and aft are acceptable for enforcement patrols. Passenger-side bubble windows fore and aft will only be acceptable for salmon-counting operations in sub-zero temperatures, as observer efficiency and count quality are impacted negatively by fogging that frequently occurs.
7. For Lillooet base, DFO requests optional availability of a larger two or three-bladed turbine powered machine capable of carrying crews of three to four observers when required. Again, the machine needs to be equipped with wire-strike equipment and have an operating range in excess of three hours.

### **Communications and Tracking Requirements**

1. Communication between the observers and the pilot must be completely hands-free. Fish enumeration observers employ tally counters in both hands and must be able to communicate with other members of the team without looking away from the river, or having to disengage counting. Therefore, only completely voice-activated or open communication systems are acceptable. Toggle switches are not acceptable. DFO observers are outfitted with Gentex SPH-5

(or similar) helicopter helmets, equipped with standard microphones and earphones. On-board intercoms must support these systems to ensure ease of communication.

2. The Contractor must provide an electronic flight tracking system that enables base staff to monitor real-time aircraft locations, at any time, using the Internet. Access to this site must be password protected and the URL must not be provided to anyone without a need to know, or similar IT security provisions. Pilots and company should be sensitive to protected information such as Enforcement Patrol schedules and radio frequencies.
3. The Contractor must provide radio communication with base staff during all flights to ensure a safe and coordinated relay of information during all surveys. Communication protocols must be discussed and agreed upon prior to conducting low-level flights, particularly in areas where obstructions may be encountered, e.g. bridges and power lines.

### **Pilot Requirements**

1. All pilots must have flown a minimum of 1500 hours on rotary-wing aircraft.
2. All pilots must have flown a minimum of 1000 hours as pilot-in-command of the proposed aircraft type.
3. The primary pilot must have a minimum of 50 hours experience in fish enumeration and/or catch monitoring flying in the past 5 years.
4. The secondary pilot (Kamloops, Williams Lake / Quesnel, and Prince George) must have a minimum of 25 hours experience in fish enumeration and/or catch monitoring flying in the past 5 years.
5. All pilots must also have an additional minimum of 25 hours experience, in the past 5 years, in any combination of the following, as defined under the Definitions section above: catch-monitoring/creel surveys, enforcement patrols, fish enumeration, fish/wildlife radio-telemetry tracking, timber stand assessment and/or wildlife surveys.
6. All pilots must have experience flying in mountainous terrain. Pilots must have taken the Mountain Flying Course.
7. Kamloops and Lillooet Base of Operations: Pilots must have experience flying in a wired and obstruction environment. Pilots must have Flying in Wire and Obstruction Environment Course.
8. All pilots must have experience flying with one or both passenger-side doors removed. Operating with one or both entries open results in a windy cockpit and permits weather to enter the aircraft. Pilots must know the aircraft limitations under these circumstances.

### **Maintenance Crew Requirements**

1. The Contractor must have at least one certified aircraft maintenance engineer available at the required base of operations, to maintain chartered aircraft in top mechanical condition. Engineers must be located within one hour of the base of operations and be prepared to respond immediately to go to field locations for repair if needed.

### Responsibility for Accommodation, Meals and Ground Transportation

1. When the Contractor's personnel (crew) are away from the Base of Operations, the Contractor must provide them (unless otherwise instructed by DFO) with all ground transportation between the aircraft and living quarters at the operating site and all meals and accommodation.
2. The provision and cost of crew meals, incidentals, accommodations and transportation while at the Base of Operations must be the responsibility of the Contractor.

### Fuel

1. The Contractor must provide all fuel and will be reimbursed for fuel charges at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

### Historic use of Rotary Wing Operations:

Location of Streams within Base of Operation	Air Charter Service type	High Season *	Estimated Flying Hours broken out by type	Total Estimated Flying Hours
Prince George	Enumeration/monitoring	Early August – early September	90	100
	Enforcement	July	10	
Williams Lake/Quesnel	Enumeration/monitoring	Early August – mid November	60 to 75	77
	Enforcement	July	10	
Kamloops	Enumeration/monitoring	Late August – late November	65 to 85	85
	Enforcement	July	10	
Lillooet	Enumeration/monitoring	July - October	75	150
	Enforcement	July	75	

\* Please note that Air Charter Service will likely be required year round and outside of the high season, however, this table provides the bidder an indication of when the bulk of flying can be expected.



**ANNEX "B"**

**BASIS OF PAYMENT**

**PRICE SCHEDULE**

<b>BASE OF OPERATIONS</b>  <b>PRINCE GEORGE</b>	<b>AIR CHARTER SERVICES</b>	<b>ALL INCLUSIVE FIXED HOURLY RATE (CDN \$)</b>  (Excluding fuel) (Excluding tax)
Initial Standing Offer Period (December 1, 2017 to November 3, 2018)	Enumeration, Monitoring, Enforcement, etc	\$
Option Period 1 (December 1, 2018 to November 3, 2019)	Enumeration, Monitoring, Enforcement, etc	\$
Option Period 2 (December 1, 2019 to November 3, 2020)	Enumeration, Monitoring, Enforcement, etc	\$

<b>BASE OF OPERATIONS</b>  <b>KAMLOOPS</b>	<b>AIR CHARTER SERVICES</b>	<b>ALL INCLUSIVE FIXED HOURLY RATE (CDN \$)</b>  (Excluding fuel) (Excluding tax)
Initial Standing Offer Period (December 1, 2017 to November 3, 2018)	Enumeration, Monitoring, Enforcement, etc	\$
Option Period 1 (December 1, 2018 to November 3, 2019)	Enumeration, Monitoring, Enforcement, etc	\$
Option Period 2 (December 1, 2019 to November 3, 2020)	Enumeration, Monitoring, Enforcement, etc	\$

BASE OF OPERATIONS <b>LILLOOET</b>	AIR CHARTER SERVICES	ALL INCLUSIVE FIXED HOURLY RATE (CDN \$) (Excluding fuel) (Excluding tax)
Initial Standing Offer Period (December 1, 2017 to November 3, 2018)	Enumeration, Monitoring, Enforcement, etc	\$
Option Period 1 (December 1, 2018 to November 3, 2019)	Enumeration, Monitoring, Enforcement, etc	\$
Option Period 2 (December 1, 2019 to November 3, 2020)	Enumeration, Monitoring, Enforcement, etc	\$



BASE OF OPERATIONS <b>WILLIAMS LAKE AND QUESNEL</b>	AIR CHARTER SERVICES	ALL INCLUSIVE FIXED HOURLY RATE (CDN \$) (Excluding fuel) (Excluding tax)
Initial Standing Offer Period (December 1, 2017 to November 3, 2018)	Enumeration, Monitoring, Enforcement, etc	\$
Option Period 1 (December 1, 2018 to November 3, 2019)	Enumeration, Monitoring, Enforcement, etc	\$
Option Period 2 (December 1, 2019 to November 3, 2020)	Enumeration, Monitoring, Enforcement, etc	\$

## **ANNEX "1" to PART 3 OF THE REQUEST FOR STANDING OFFERS**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

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

**ANNEX "1" to PART 4 OF THE REQUEST FOR STANDING OFFERS****EVALUATION CRITERIA****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.

**The proponent must include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.**

Note: For reference purposes the hours specified include the hours up to and including the bid closing date.

**Please use the response tables corresponding to the location you are bidding for. If you are bidding on more than one location please submit tables for each location.**

**MANDATORY CRITERIA FOR: KAMLOOPS**

<b>MANDATORY CRITERIA FOR: KAMLOOPS</b>				
<b>No.</b>	<b>Mandatory Criteria</b>	<b>Additional Bid Preparation Instructions</b>	<b>Cross-reference to Proposal</b>	<b>Meets Y/N</b>
<b>M1</b>	<p>Bidders must demonstrate they have successfully provided services similar to those identified in the Statement of Work. To demonstrate their experience, bidders must provide details on two (2) previous projects that have been completed or ongoing within the last five (5) years from the closing date of this solicitation. The project must have included a range of requirements similar to those outlined in the SOW. Bidders must identify:</p> <ul style="list-style-type: none"> <li>• the name of the client;</li> <li>• the period during which the service was provided;</li> <li>• a detailed outline of the services provided; and</li> <li>• contact names, positions/titles and contact information (telephone numbers, email addresses, etc.) for verification purposes.</li> </ul>			

<b>M2</b>	<p>Certificates, Licenses, and Endorsements</p> <p>a) Valid Transport Canada Air Operator Certificate (Note – we are only asking for copies of the certificate at this time, but the accompanying Table of Contents and all pages to which the Table of Contents refers must be available to DFO if requested.)</p> <p>b) Valid Canadian Transportation Agency air operator domestic license.</p> <p>c) Demonstrate that proposed pilots are authorized to fly the proposed aircraft.</p> <p>d) Demonstrate that proposed aircraft maintenance engineer(s) is (are) authorized to maintain the proposed aircraft.</p>	<p>a) Submit copies of most current, valid Transport Canada Air Operator Certificate</p> <p>b) Submit copies of valid Canadian Transportation Agency air operator domestic license.</p> <p>c) Submit copies of all related licenses and endorsements of the proposed pilots.</p> <p>d) Submit copies of the related licenses and endorsements of the proposed maintenance engineers.</p>		
<b>M3</b>	<p>Aircraft and Equipment</p> <p>Identify the proposed aircraft as required by each Base of Operations.</p>	<p>Submit each proposed aircraft's Mark, Common Name and Model Name (e.g. Mark: C-XXXX, Common Name: Cessna, Model Name: 180.</p>		
<b>M4</b>	<p>Pilot Experience</p> <p>a) Proposed pilots must have flown a minimum of 1500 hours on rotary-wing aircraft.</p> <p>b) Proposed pilots must have flown a minimum of 1000 hours as pilot-in-command of the proposed aircraft type.</p> <p>c) The primary pilot must have a minimum of 50 hours experience in fish enumeration and/or catch monitoring flying in the past 5 years. The pilot must also have an additional minimum of 25 hours experience, in the past 5 years, in any combination of the following, as defined under Definitions in Statement of Work: catch-monitoring/creel surveys, enforcement patrols, fish enumeration, fish/wildlife radio-</p>	<p>a) Submit a detailed description of its proposed pilots' relevant experience. (i.e. company log)</p> <p>b) Submit a detailed description of its proposed pilots' relevant experience. (i.e. company log)</p> <p>c) Submit completed Pilot Experience Table which details proposed pilots' relevant experience.</p> <p>d) Submit completed Pilot Experience Table which details proposed pilots'</p>		

	<p>telemetry tracking, timber stand assessment and/or wildlife surveys.</p> <p>d) Proposed pilots must have experience flying in mountainous terrain and completed Mountain Flying course and Under Water Egress Course (or similar).</p>	<p>relevant experience and submit proof of successful completion of a Mountain Flying course, and Under Water Egress course (or similar).</p>		
<b>M5</b>	<p>a) The secondary pilot must have a minimum of 25 hours experience in fish enumeration and/or catch monitoring flying in the past 5 years.</p> <p>b) The primary and secondary pilot must also have an additional minimum of 25 hours experience, in the past 5 years, in any combination of the following, as defined under Definitions in Statement of Work: catch-monitoring/creel surveys, enforcement patrols, fish enumeration, fish/wildlife radio-telemetry tracking, timber stand assessment and/or wildlife surveys.</p>	<p>a) Submit completed Pilot Experience which details proposed pilots' relevant experience.</p> <p>b) Submit completed Pilot Experience Table which details proposed pilots' relevant experience.</p>		
<b>M6</b>	<p>a) Proposed pilots must have experience flying in a wired and obstruction environment and have completed Flying in a Wired and Obstruction Environment course.</p>	<p>Submit completed Pilot Experience Table which details proposed pilots' relevant experience and submit proof of Flying in a Wired and Obstruction environment course for each proposed pilot.</p>		

**MANDATORY CRITERIA FOR: LILLOOET**

<b>MANDATORY CRITERIA FOR: LILLOOET</b>				
<b>No.</b>	<b>Mandatory Criteria</b>	<b>Additional Bid Preparation Instructions</b>	<b>Cross-reference to Proposal</b>	<b>Meets Y/N</b>
<b>M1</b>	<p>Bidders must demonstrate they have successfully provided services similar to those identified in the Statement of Work. To demonstrate their experience, bidders must provide details on two (2) previous projects that have been completed or</p>			

	<p>ongoing within the last five (5) years from the closing date of this solicitation. The project must have included a range of requirements similar to those outlined in the SOW. Bidders must identify:</p> <ul style="list-style-type: none"> <li>• the name of the client;</li> <li>• the period during which the service was provided;</li> <li>• a detailed outline of the services provided; and</li> <li>• contact names, positions/titles and contact information (telephone numbers, email addresses, etc.) for verification purposes.</li> </ul>			
<b>M2</b>	<p>Certificates, Licenses, and Endorsements</p> <p>a) Valid Transport Canada Air Operator Certificate (Note – we are only asking for copies of the certificate at this time, but the accompanying Table of Contents and all pages to which the Table of Contents refers must be available to DFO if requested.)</p> <p>b) Valid Canadian Transportation Agency air operator domestic license.</p> <p>c) Demonstrate that proposed pilots are authorized to fly the proposed aircraft.</p> <p>d) Demonstrate that proposed aircraft maintenance engineer(s) is (are) authorized to maintain the proposed aircraft.</p>	<p>a) Submit copies of most current, valid Transport Canada Air Operator Certificate</p> <p>b) Submit copies of valid Canadian Transportation Agency air operator domestic license.</p> <p>c) Submit copies of all related licenses and endorsements of the proposed pilots.</p> <p>d) Submit copies of the related licenses and endorsements of the proposed maintenance engineers.</p>		
<b>M3</b>	<p>Aircraft and Equipment</p> <p>Identify the proposed aircraft as required by each Base of Operations.</p>	<p>Submit each proposed aircraft's Mark, Common Name and Model Name (e.g. Mark: C-XXXX, Common Name: Cessna, Model Name: 180.</p>		
<b>M4</b>	<p>Pilot Experience</p> <p>a) Proposed pilots must have flown a minimum of 1500 hours on rotary-wing aircraft.</p>	<p>a) Submit a detailed description of its proposed pilots' relevant experience. (i.e. company log)</p> <p>b) Submit a detailed description of its proposed</p>		

	<p>b) Proposed pilots must have flown a minimum of 1000 hours as pilot-in-command of the proposed aircraft type.</p> <p>c) The primary pilot must have a minimum of 50 hours experience in fish enumeration and/or catch monitoring flying in the past 5 years. The pilot must also have an additional minimum of 25 hours experience, in the past 5 years, in any combination of the following, as defined under Definitions in Statement of Work: catch-monitoring/creel surveys, enforcement patrols, fish enumeration, fish/wildlife radio-telemetry tracking, timber stand assessment and/or wildlife surveys.</p> <p>d) Proposed pilots must have experience flying in mountainous terrain and completed Mountain Flying course and Under Water Egress Course (or similar).</p>	<p>pilots' relevant experience. (i.e. company log)</p> <p>c) Submit completed Pilot Experience Table which details proposed pilots' relevant experience.</p> <p>d) Submit completed Pilot Experience Table which details proposed pilots' relevant experience and submit proof of successful completion of a Mountain Flying course, and Under Water Egress course (or similar).</p>		
<b>M5</b>	Not applicable	Not applicable		
<b>M6</b>	<p>a) Proposed pilots must have experience flying in a wired and obstruction environment and have completed Flying in a Wired and Obstruction Environment course.</p>	<p>Submit completed Pilot Experience Table which details proposed pilots' relevant experience and submit proof of Flying in a Wired and Obstruction environment course for each proposed pilot.</p>		



**RATED REQUIREMENTS: Pilot Experience**

**KAMLOOPS OR LILLOOET**

<b>RATED CRITERIA FOR: KAMLOOPS OR LILLOOET</b>				
<b>LOCATION:</b>				
<b>No.</b>	<b>Criteria</b>	<b>Points</b>	<b>Score</b>	<b>Cross-Reference to Proposal</b>
<b>R1</b>	Pilot in Command Hours (hours) on proposed equipment (Total logged hours in command of helicopter type proposed to do survey work)			
<b>R2</b>	Fish Counting or Catch Monitoring Hours within last 5 years. (Surveys of spawning fish. Does NOT include transporting electro-fishing crews or habitat surveying)			
<b>R3</b>	Gear Counts or Creels within last 5 year (Gear counts, angler counts and specialized enforcement flights for DFO or Provincial agencies)			
<b>R4</b>	Wildlife Surveys or Telemetry within last 5 years (Telemetry capture enumeration and other wildlife flying in support of Province)			
<b>R5</b>	Wired Hours – (Time flying in wired environments)			
<b>Total</b>		<b>/500</b>		

**MANDATORY CRITERIA FOR: WILLIAMS LAKE/QUESNEL OR PRINCE GEORGE**

Please identify which location you are responding to on the table. If responding to both locations, response tables for each are required.

<b>MANDATORY CRITERIA FOR: WILLIAMS LAKE/QUESNEL OR PRINCE GEORGE</b>				
<b>LOCATION:</b>				
<b>No.</b>	<b>Mandatory Criteria</b>	<b>Additional Bid Preparation Instructions</b>	<b>Cross-reference to Proposal</b>	<b>Meets Y/N</b>
<b>M1</b>	<p>Bidders must demonstrate they have successfully provided services similar to those identified in the Statement of Work. To demonstrate their experience, bidders must provide details on two (2) previous projects that have been completed or ongoing within the last five (5) years from the closing date of this solicitation. The project must have included a range of requirements similar to those outlined in the SOW. Bidders must identify:</p> <ul style="list-style-type: none"> <li>• the name of the client;</li> <li>• the period during which the service was provided;</li> <li>• a detailed outline of the services provided; and</li> <li>• contact names, positions/titles and contact information (telephone numbers, email addresses, etc.) for verification purposes.</li> </ul>			
<b>M2</b>	<p>Certificates, Licenses, and Endorsements</p> <p>a) Valid Transport Canada Air Operator Certificate (Note – we are only asking for copies of the certificate at this time, but the accompanying Table of Contents and all pages to which the Table of Contents refers must be available to DFO if requested.)</p> <p>b) Valid Canadian Transportation Agency air operator domestic license.</p>	<p>a) Submit copies of most current, valid Transport Canada Air Operator Certificate</p> <p>b) Submit copies of valid Canadian Transportation Agency air operator domestic license.</p>		

	<p>c) Demonstrate that proposed pilots are authorized to fly the proposed aircraft.</p> <p>d) Demonstrate that proposed aircraft maintenance engineer(s) is (are) authorized to maintain the proposed aircraft.</p>	<p>c) Submit copies of all related licenses and endorsements of the proposed pilots.</p> <p>d) Submit copies of the related licenses and endorsements of the proposed maintenance engineers.</p>		
<b>M3</b>	<p>Aircraft and Equipment Identify the proposed aircraft as required by each Base of Operations.</p>	<p>Submit each proposed aircraft's Mark, Common Name and Model Name (e.g. Mark: C-XXXX, Common Name: Cessna, Model Name: 180.</p>		
<b>M4</b>	<p>Pilot Experience</p> <p>a) Proposed pilots must have flown a minimum of 1500 hours on rotary-wing aircraft.</p> <p>b) Proposed pilots must have flown a minimum of 1000 hours as pilot-in-command of the proposed aircraft type.</p> <p>c) The primary pilot must have a minimum of 50 hours experience in fish enumeration and/or catch monitoring flying in the past 5 years. The pilot must also have an additional minimum of 25 hours experience, in the past 5 years, in any combination of the following, as defined under Definitions in Statement of Work: catch-monitoring/creel surveys, enforcement patrols, fish enumeration, fish/wildlife radio-telemetry tracking, timber stand assessment and/or wildlife surveys.</p> <p>d) Proposed pilots must have experience flying in mountainous terrain and completed Mountain Flying course and Under Water Egress Course (or similar).</p>	<p>a) Submit a detailed description of its proposed pilots' relevant experience. (i.e. company log)</p> <p>b) Submit a detailed description of its proposed pilots' relevant experience. (i.e. company log)</p> <p>c) Submit completed Pilot Experience Table which details proposed pilots' relevant experience.</p> <p>d) Submit completed Pilot Experience Table which details proposed pilots' relevant experience and submit proof of successful completion of a Mountain Flying</p>		

		course, and Under Water Egress course (or similar).		
<b>M5</b>	<p>a) The secondary pilot must have a minimum of 25 hours experience in fish enumeration and/or catch monitoring flying in the past 5 years.</p> <p>b) The primary and secondary pilot must also have an additional minimum of 25 hours experience, in the past 5 years, in any combination of the following, as defined under Definitions in Statement of Work: catch-monitoring/creel surveys, enforcement patrols, fish enumeration, fish/wildlife radio-telemetry tracking, timber stand assessment and/or wildlife surveys.</p>	<p>a) Submit completed Pilot Experience which details proposed pilots' relevant experience.</p> <p>b) Submit completed Pilot Experience Table which details proposed pilots' relevant experience.</p>		

### **RATED CRITERIA FOR: WILLIAMS LAKE/QUESNEL OR PRINCE GEORGE**

Please identify which location you are responding to on the table. If responding to both locations, response tables for each are required.

<b>RATED CRITERIA FOR: WILLIAMS LAKE/QUESNEL OR PRINCE GEORGE</b>				
<b>LOCATION:</b>				
<b>No.</b>	<b>Criteria</b>	<b>Points</b>	<b>Score</b>	<b>Cross-Reference to Proposal</b>
<b>R1</b>	Pilot in Command Hours (hours) on proposed equipment (Total logged hours in command of helicopter type proposed to do survey work)			
<b>R2</b>	Fish Counting or Catch Monitoring Hours within last 5 years. (Surveys of spawning fish. Does NOT include transporting electro-fishing crews or habitat surveying)			
<b>R3</b>	Gear Counts or Creels within last 5 year (Gear counts, angler counts and			

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	specialized enforcement flights for DFO or Provincial agencies)			
<b>R4</b>	Wildlife Surveys or Telemetry within last 5 years (Telemetry capture enumeration and other wildlife flying in support of Province)			
<b>Total</b>		<b>/400</b>		

**Total points Kamloops or Lillooet**

**(R1, R2, R3, R4, R5): 500 points max**

**Total points Prince George or Williams Lake / Quesnel**

**(R1, R2, R3, R4): 400 points max**

## POINTS TABLE

Criterion	>6500 hrs	>5000 hrs	>3500 hrs	>2500 hrs	>2000 hrs	>1500 hrs	>1000 hrs	>500 hrs	>300 hrs	>200 hrs	>100 hrs	>50 hrs	>35 hrs	>25 hrs
<b>Pilot in Command Hrs on proposed eqpt<sup>1</sup></b>	100	90	80	70	50	30	0	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>Fish Counting Hrs (last 5 Yrs)<sup>2</sup></b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	100	90	75	50	25	0	n/a
<b>Gear Counts / Creels (last 5 Yrs)<sup>3</sup></b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	100	90	75	50	25	10	5
<b>Wildlife Surveys/ Telemetry (last 5 Yrs)<sup>4</sup></b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	100	80	70	50	25	10	5
<b>Powerline Hrs – Applies to Kamloops and Lillooet ONLY<sup>5</sup></b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	100	80	70	50	25	10	0

<sup>1</sup>Total logged hours in command of helicopter type proposed to do survey work  
<sup>2</sup>Surveys of spawning fish. Does NOT include transporting electro-fishing crews or habitat surveying  
<sup>3</sup>Gear counts, angler counts and specialized enforcement flights for DFO or Provincial agencies  
<sup>4</sup>Telemetry capture enumeration and other wildlife flying in support of Province  
<sup>5</sup>Time flying in powerline environments

Proposed pilots must have flown a minimum of 1500 hours on rotary-wing aircraft.

Proposed pilots must have flown a minimum of 1000 hours as pilot-in-command of the proposed aircraft type.







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			<b>Activity Sum</b>	

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## ANNEX "C"

### INSURANCE REQUIREMENTS

#### G2030C (2014-06-26) AVIATION LIABILITY INSURANCE

1. The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, 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 \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Aviation 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, represented by Fisheries and Oceans Canada.
  - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - c. 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.
  - d. 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.
  - e. Employees and, where applicable, Volunteers must be included as Additional Insured.
  - f. Aviation Passenger Liability and inclusive Medical Payments: If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$500,000 per person. The per accident limit should be no less than \$500,000 multiplied by the number of passengers.
  - g. 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.
  - h. Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation WSIB or similar program)
  - i. Non-owned Aircraft Liability: To protect the Contractor for liabilities arising from its use of aircraft owned by other parties including Canada.
  - o. 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.

**G4001C (2014-06-26) Aircraft Charter Insurance**

1. The Contractor must not provide a domestic or international aircraft charter service to Canada unless, for every incident related to the Contractor's operation of that service, it has:
  - a. liability insurance covering risks of injury to or death of passengers in an amount that is not less than the amount determined by multiplying \$500,000 by the number of passenger seats on board the aircraft engaged in the service, or in accordance with the applicable regulations, whichever is greater;
  - b. in addition to passenger liability limits in (a) above, insurance covering risks of public liability in an amount that is not less than:
    - i. \$1,000,000, where the maximum permissible take-off weight of the aircraft less than 3,402 kg (7,500 pounds);
    - ii. \$2,000,000, where the maximum permissible take-off weight of the aircraft is between 3,402 kg (7,500 pounds) and 8,165kg (18,000 pounds); and,
    - iii. \$2,000,000 plus an amount determined by multiplying \$68 by the number of kilograms by which the maximum permissible take-off weight of the aircraft exceeds 8,165 kg (18,000 pounds), where the maximum permissible take-off weight of the aircraft is over 8,165 kg.
2. The insurance coverage required by subsection 1.(a) does not need to extend to any passenger who is an employee of the Contractor if workers' compensation legislation governing a claim for damages against that Contractor by the employee is applicable.
3. The Contractor's insurance 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 Fisheries and Oceans Canada.
  - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - c. 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.

- d. **Contractual Liability:** The policy must, on a blanket basis or by specific reference to the contract, extend to assumed liabilities with respect to contractual obligations.
- 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.

**G3010C (2008-05-12) All Risk in Transit Insurance**

1. The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$10,000.00 per shipment. Government Property must be insured on "Replacement Cost (new)" basis.
2. **Administration of Claims:** The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
3. The All Risk Property in Transit insurance must include the following:
  - a. **Notice of Cancellation:** The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.
  - b. **Loss Payee:** Canada as its interest appears or as it may direct.

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- c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries and Oceans Canada and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.