

REQUEST FOR STANDING OFFER

Aviation Services

REQUEST FOR STANDING OFFER No. AS17BCWS

Government Contact Person: All enquiries related to this Request for Standing Offer (this “RSO”), including any requests for information and clarification, are to be directed, in writing, to the following person who will respond if time permits. Information obtained from any other resources is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all Respondents at the Province’s option.

Superintendent Aviation Management
 BC Wildfire Service
 Email: FORPCCP.AIRPWCC@gov.bc.ca

DELIVERY OF RESPONSES AND INITIAL SUBMISSION DATE AND TIME:

Responses must be in English and must not be sent by facsimile. One (1) complete copy of each response must be submitted electronically to:

FORPCCP.AIRPWCC@gov.bc.ca

Response emails should be clearly marked with the name and address of the Respondent and AS17BCWS as the RSO number.

Responses should be submitted on or before 2:00 p.m. on March 31, 2017.

NOTICE TO RESPONDENTS:

By submitting a response to this RSO, the Respondent confirms that it has carefully read and examined the RSO and conducted such other investigations as were prudent and reasonable in preparing its response.

<i>Legal Name of Company / Supplier, and Doing Business As Name (If Applicable):</i>	<i>Address:</i>
<i>Printed Name of Authorized Representative:</i>	
<i>Signature of Authorized Representative:</i>	<i>Email Address:</i>
<i>Title:</i>	<i>Date:</i>

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A. WHAT RESPONDENTS NEED TO KNOW WHEN SUBMITTING A RESPONSE

1.0 DEFINITIONS

Throughout this RSO, the following definitions apply:

- a) **“Aviation Service Request” or “ASR”** means a written aviation service request form issued by a Requisitioning Ministry to an Offeror against a SO for the provision of a specified quantity of Services at the prices or Tariff Rates set out in the SO or in the aviation service request, as applicable;
- b) **“BCWS Travel Rates”** means a predetermined flat rate for accommodations, meals and ground transportation, as set forth in Part B, Section 5.2 of this RSO;
- c) **“Contract”** means the contract created and entered into by the Offeror and the Province when the Offeror receives and accepts an ASR against the Standing Offer, for specific Services described in the ASR at the prices or Tariff Rates set out in the SO or in the ASR, as applicable;
- d) **“Contractor”** means an Offeror who is in receipt of and has accepted an ASR;
- e) **“Emergency”** means any situation which constitutes an imminent and serious threat to human safety, Crown land or resources, Province or private property, or otherwise has the imminent potential to result in significant loss to the Province, including situations of an urgent matter and where the Province determines the need to place aircraft on standby in anticipation of potential emergency or urgency;
- f) **“Fire Centre(s)”** means the operational areas of the Ministry’s BC Wildfire Service;
- g) **“Initial Submission Date and Time”** means the initial submission date and time set out on the face page of this RSO;
- h) **“Landing Fees”** are the fees charged by the airport authorities to the Contractor for landings while providing the Services;
- i) **“Late Response”** has the meaning set out in Part A, Section 2.2 of this RSO;
- j) **“Ministry”** means the Ministry of Forests, Lands and Natural Resource Operations;
- k) **“must”, “mandatory” or “required”** means a requirement that the Respondent must satisfy in order for the Respondent’s response to this RSO to receive consideration;
- l) **“Offeror”** means a Respondent who submits a response to this RSO that is accepted by the Province and who enters into a Standing Offer with the Province;
- m) **“Project”** means a work assignment to be carried out together with all pieces of equipment and resources required for a specified, pre-determined work activity, consisting of Services, and at a specific location(s). A Project is defined by the nature of the work. An example of this is the use of Services for LiDAR mapping of specified areas undertaken by the West Coast Region during May and June;
- n) **“Province”** means Her Majesty the Queen in Right of the Province of British Columbia;
- o) **“Request for Standing Offer” or “RSO”** means the request for standing offer and process described in this document;
- p) **“Requisitioning Ministry”** means a natural resource sector ministry that is eligible to issue an ASR against the SO;
- q) **“Respondent”** means an individual or a company that submits, or intends to submit, a response to this RSO;
- r) **“Services”** means the provision of aviation services which may include Emergency, non-emergency, or Project flying services;
- s) **“SO List”** means the list of names of Offerors;

- t) **“Standing Offer” or “SO”** means the document prepared by the Province in the form appended to this RSO as “Appendix I” and signed by an Offeror whose response to this RSO has been evaluated and determined to be acceptable to the Province;
- u) **“Tariff Rates”** means the tariff rates described in Part A, Section 5.1 of this RSO;
- v) **“Term”** means the period described in Part B, Section 1.0 of this RSO; and
- w) **“Travel Status”** means travel necessarily incurred by the Offeror in the performance of the Services in BC and that is pre-approved by a Requisitioning Ministry.

2.0 TERMS AND CONDITIONS

The following terms and conditions will apply to this RSO. Submission of a response to this RSO indicates acceptance of all the terms that follow and that are included in any addenda issued by the Province. Provisions in responses that contradict any of the terms of this RSO will be as if not written and do not exist.

2.1 ADDITIONAL INFORMATION REGARDING THE RSO

All subsequent information regarding this RSO, including changes made to this document will be posted on the BC Bid website at www.bcbid.ca. It is the sole responsibility of the Respondent to check for amendments on the BC Bid website.

Respondents are encouraged to subscribe to the email notification service of BC Bid to receive automatic updates of changes made to this document.

2.2 INITIAL SUBMISSION DATE AND LATE RESPONSES

Responses to this RSO should be received not later than the Initial Submission Date and Time, and must be received in the manner and location indicated on the face page on this RSO.

Notwithstanding the Initial Submission Date and Time, Respondents may submit a response to this RSO after the Initial Submission Date and Time (a “Late Response”) and, if such Late Response is accepted, that Respondent may be added to the SO List and may enter into a Standing Offer. Late Responses will be evaluated in the same manner as all other Respondents. The Province may postpone evaluation of Late Responses and does not guarantee evaluation and resulting short-listing of Respondents, that submit Late Responses, wishing to compete on issued tenders. The Term will not be extended or otherwise altered in the case of a Late Response being accepted and a new Offeror being added to the SO List.

2.3 EVALUATION

Evaluation of Responses will be by the Province and may include employees and Contractors of the Province. All personnel will be bound by the same standards of confidentiality. The Province’s intent is to establish more than one Standing Offer in accordance with Part B of this RSO and to establish a SO List. To be placed on the SO List, an Offeror must sign a SO with the Province. The Ministry may conduct such independent reference checks or verifications as are deemed necessary by it, to clarify, test, or verify the information contained in the submission, including reference checks.

For the purposes of Respondent suitability, a Respondent who is a ‘related person’, ‘affiliated person’ or ‘related person’ (each an “Associated Person”), as those terms are defined or referenced in the federal Income Tax Act or related Canada Revenue Agency interpretation bulletins, to an individual or corporation who has been disqualified from bidding by the Province for a stated period of time will not be accepted. Upon request, the Respondent must provide to the Province the following: (i) documentation demonstrating the ownership of voting shares of the incorporated Respondent, (ii) a list of individuals who exercise legal and/or operational control over the Respondent; and (iii) a notarized declaration that the

Respondent is not an Associated Person in respect of a disqualified bidder nor is it in legal or operational control of, nor is it acting in concert with or at non-arm's length with, a disqualified bidder. By submission of a response to this RSO, the Respondent affirms it is not an Associated Person to, or acting in concert with, a disqualified bidder and undertakes to not knowingly do so during the term of any subsequent contract.

2.4 CHANGES TO OR WITHDRAWAL OF RESPONSES

By submission of a clear and detailed written notice, the Respondent may amend or withdraw its response. Notwithstanding the foregoing, the Province will be under no obligation to receive further information, whether written or oral, from a Respondent.

2.5 RESPONDENTS' EXPENSES

Respondents are solely responsible for their own expenses in preparing a response. If the Province elects to reject any or all responses, the Province will not be liable to any Respondent for any claims, whether for costs or damages incurred by the Respondent in preparing the response, loss of anticipated profit in connection with any Contract, or any other matter whatsoever.

2.6 LIMITATION OF DAMAGES

Further to the preceding paragraph, the Respondent, by submitting a response, agrees that it will not claim damages, for whatever reason, relating to this RSO, any Standing Offer or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Respondent in preparing its response, and the Respondent, by submitting a response, waives any claim for loss of profits if a Standing Offer is not established with the Respondent or in the event that no Contract is ever made with the Respondent.

2.7 CURRENCY AND TAXES

Prices quoted are to be:

- a) in Canadian dollars;
- b) inclusive of duty, where applicable;
- c) FOB destination, delivery charges included where applicable; and
- d) exclusive of applicable taxes.

2.8 ACCEPTANCE OF RESPONSES

- a) This RSO should not be construed as an agreement to purchase goods or Services. The Province is not bound to accept the lowest priced or any response, or to establish a Standing Offer with any Respondent. Responses will be assessed in light of the evaluation criteria.
- b) Neither acceptance of a response nor establishment of a Standing Offer nor execution of a Contract pursuant to a RSO will constitute approval of any activity or development contemplated in any response that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

2.9 STANDING OFFER

By submission of a response, the Respondent agrees that should its response be accepted the Respondent will offer to provide the Services in accordance with the terms and conditions described in the Standing Offer, as set out in Appendix I to this RSO and the Respondent will be placed on the SO List. The Respondent must enter into a Standing Offer to be placed on the SO List. In the event that an ASR is issued against the Standing Offer and accepted by the Offeror, the Offeror agrees that it will provide the Services on the terms and conditions of the Contract.

The Standing Offer is an offer from the Respondent to provide the Services to the Province on **an as, if and when requested basis** at any time during the term. When a Respondent submits a response and is qualified under this RSO, the Province and the Respondent will finalize the Standing Offer and that Respondent becomes an Offeror offering to provide the Services at specified prices over a specified period of time. The SO specifies the terms and conditions that will govern any Contract that is formed upon an ASR being issued against the SO and accepted by the Offeror. However, the Standing Offer is not itself a contract and there is no contractual obligation on the Province unless and until an ASR is issued and accepted. No Offeror will acquire any legal or equitable rights or privileges related to the Services until an ASR is received and accepted by the Offeror.

The Province makes no representations or guarantees that the Offeror will receive any ASRs against the Standing Offer, and makes no commitments as to the number or the value of Services that may be requested over the Term.

On receipt and acceptance of an ASR by the Offeror, the terms and conditions of the resulting Contract will apply with respect to the ASR. A separate Contract is created each time an ASR is issued against a SO and accepted by the Offeror.

2.10 LIABILITY FOR ERRORS

While the Province has used considerable efforts to ensure information in this RSO is accurate, the information contained in this RSO is supplied solely as a guideline for Respondents. The information is not guaranteed or warranted to be accurate by the Province, nor is it necessarily comprehensive or exhaustive. Nothing in this RSO is intended to relieve Respondents from forming their own opinions and conclusions with respect to the matters addressed in this RSO.

2.11 MODIFICATION OF TERMS

The Province reserves the right to modify the terms of this RSO at any time in its sole discretion. This includes the right to cancel this RSO at any time prior to issuing a Standing Offer. Any modification will be posted to the BC Bid website www.bcbic.gov.bc.ca. It is the sole responsibility of Respondents to check for amendments and additional information on that website.

2.12 OWNERSHIP OF RESPONSES

All responses submitted to the Province become the property of the Province. They will be received and held in confidence by the Province, subject to the provisions of the Freedom of Information and Protection of Privacy Act and this RSO.

2.13 NO LOBBYING

Respondents must not attempt to communicate directly or indirectly with any employee, contractor or representative of the Province, including the evaluation personnel and any elected officials of the Province, or with members of the public or the media, about the matters described in this RSO or otherwise in respect of the RSO, other than as expressly directed or permitted by the Province.

2.14 COLLECTION AND USE OF PERSONAL INFORMATION

Respondents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RSO requires Respondents to provide the Province with personal information of employees, contractors or other personnel who have been included as resources in response to this RSO, Respondents will ensure that they have obtained written consent from each of those individuals before forwarding such personal information to the Province. Such written consents are to specify that the personal information may be forwarded to the Province for the purposes of responding to this RSO and used by the Province for the purposes set out in the RSO. The Province may, at any time, request the original consents or copies of the original consents from Respondents, and upon such request being made; Respondents will immediately supply such originals or copies to the Province.

B. OPPORTUNITY AND RESPONSE

1.0 THE OPPORTUNITY

The Ministry of Forests, Lands & Natural Resource Operations, BC Wildfire Service invites interested firms to submit responses for the provision of Services on an **as, if and when requested basis**, to be offered through a Standing Offer. A separate service contract may be awarded under a sole source or a competitive solicitation process by select invitation to Respondents for particular Services or for a specially identified Project.

The term (the "Term") of the Standing Offer will be from April 1, 2017 to March 31, 2018. The Standing Offer may be renewed, at the sole discretion of the Province, by written agreement of the parties, for three additional one-year terms, unless the Offeror sooner withdraws in accordance with the terms and conditions of the Standing Offer. The Ministry intends to issue more than one Standing Offer for these Services. The decision to use any Standing Offer will rest with the Requisitioning Ministry requiring the Services.

The Standing Offer specifies the terms and conditions that will govern any Contract that is formed upon an ASR being issued against the SO and accepted by the Offeror. Under the Standing Offer, the Respondent is offering to provide a service at specified prices over a specified period of time. However, the Standing Offer is not a contract and there is no contractual obligation on the Province unless and until a request to provide the service (the Aviation Service Request) is made. A Contract is formed when the Offeror receives and accepts an Aviation Service Request for the Services. No Offeror will acquire any legal or equitable rights or privileges relating to Services until an Aviation Service Request is received and accepted by the Offeror.

The Province may, at its sole discretion, consider replacement pilots or aircraft or ancillary equipment that is proposed by an existing Offeror. All proposed pilots or aircraft or ancillary equipment will be subject to the same evaluation criteria as set out in this RSO, or subject to any ministry standards for approval that may be required or put in place from time to time.

The Province makes no representations or guarantees that an Offeror will receive any ASRs to provide Services, and makes no commitment as to the number or the value of Services that may be requested over the Term.

The Province reserves the right to procure Services by any other means it deems necessary including the use of other contracts or standing offers with other persons.

The Province reserves the right to add additional Offerors to the SO List during the Term. All potential new Respondents will be required to comply with the same terms and condition as described in this RSO.

Note: Evaluations of responses received after the Initial Submission Date and Time will be on a time permitting and staff availability basis.

1.1 DESCRIPTION OF REQUIRED SERVICES

In order to meet the Province’s obligation for acquiring safe Services and to ensure flights occur to Provincial standards, qualifications and requirements in the most cost effective, timely and efficient means possible, the Province is establishing Standing Offers with aviation service providers.

During the Term, Services may be required across British Columbia at various and multiple locations with the majority of flying at elevations of 3000 ft or higher for Emergency and planned non-emergency Services.

If an Offeror is contacted to provide Services, and that Offeror has the ability and capacity to perform the requested Services, the Requisitioning Ministry will submit an ASR and, upon the Offeror’s acceptance of the ASR, the Offeror will immediately email a signed copy back to the Requisitioning Ministry.

The Services must be performed to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, aviation services similar to the Services requested herein. Contractors must be prepared to be deployed to remote field conditions and stay in remote camps.

1.2 EFFECTIVE PERIOD OF STANDING OFFER

The Services are to be provided during the Term unless the Offeror withdraws from the SO in accordance with the terms and conditions of the SO, or the SO is renewed in accordance with the SO (as summarized below).

Subject to satisfactory performance by the Offeror and the availability of funding by the Province, a Standing Offer may be renewed at the sole discretion of the Province for three additional one-year periods by written agreement of the parties. Should the Standing Offer be renewed, the Tariff Rate will remain unchanged in the subsequent term unless the Offeror initiates, 30 days prior to expiry of the Standing Offer, written notice to re-negotiate the Tariff Rates, and should the rates change they will remain firm for that subsequent term. Offerors will remain on the SO List for any subsequent term of the Standing Offer.

2.0 SELECTION METHODS TO PROVIDE NON-EMERGENCY SERVICES

For non-emergency Services the Requisitioning Ministry may select, from the SO List, an Offeror who has been specifically assessed within a specified category of identified qualifications (experience level, capacity, equipment, resources etc.) to provide the Services using one or more of the following methods:

- (a) If the estimated service contract value is less than \$25,000, a Requisitioning Ministry may directly invite an Offeror to provide a quotation on specified requirements (e.g., deliverables, milestones, term, etc.) with the intent to enter into negotiations with that Offeror.

- (b) If the estimated service contract value is \$25,000 or more, a Requisitioning Ministry may directly invite an Offeror to provide a quotation based on availability and on specified requirements (e.g., deliverables, milestones, term, etc.) with the intent to enter into negotiations with that Offeror if it can be verified that only one Offeror:
 - i. is available to undertake the Services; or
 - ii. has the necessary qualifications, equipment, resources, specialized knowledge or experience and is otherwise capable to carry out the Services based on the Requisitioning Ministry's specific assessment.
- (c) If the estimated service contract value is \$25,000 or more, and more than one Offeror is available who has the necessary qualifications to carry out the Service based on a Requisitioning Ministry's specific assessment, a Requisitioning Ministry may, at its sole discretion, use a competitive or other selection process by inviting qualified Offerors to provide a quotation. The selection process will evaluate each Offeror's proposed approach, pricing, or other elements required for the Services.
- (d) Notwithstanding subparagraphs a), b), and c), a Requisitioning Ministry may directly negotiate a Contract with an Offeror where one of the following exceptional conditions applies:
 - i) only one available Offeror is qualified and has the capacity, in the Requisitioning Ministry's sole opinion, to provide the Services;
 - ii) an unforeseeable Emergency exists and the Services could not be obtained in time by means of a competitive process and, in such instances, Tariff Rates will apply;
 - iii) A competitive process would interfere with the Province's ability to maintain security or order or to protect human, animal or plant life or health; or
 - iv) the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest.

3.0 CONTRACTOR RESPONSIBILITIES

3.1 SERVICES

- (a) Contractors must be familiar with and adhere to the BC Wildfire Service Branch Aviation Communication Protocol applicable to fire suppression Services. The protocol document will be provided by the Ministry.
- (b) Contractors will advise the applicable Requisitioning Ministry in writing prior to any changes in pilot or aircraft being offered under any ASR for Services. Failure to do so may result in immediate cancellation of an ASR or disqualification to participate in a future competition.
- (c) Contractors acknowledge that all information submitted as a result of this RSO will be relied upon by the Province to qualify Respondents and enter into the Standing Offer, and therefore Contractors will ensure all such information is up to date, accurate and complete.
- (d) Contractors will ensure each member of the Contractor's workforce who will perform any Services in Canada is either a Canadian citizen, a permanent resident of Canada, or holds a valid work or employment visa issued by the Government of Canada.
- (e) Contractors will ensure any specialty flying required by Requisitioning Ministries meets the qualifications, experience and training set out in the Contractor's Transport Canada approved

- operations manual; and, if requested by the Requisitioning Ministry, provide confirmation and/or proof of this requirement.
- (f) Contractors will ensure all invoices and accompanying flight tickets for payment will be directed to the Requisitioning Ministry at the billing address provided on the ASR.
 - (g) Where a Contractor is incorporated or organized under the laws of a jurisdiction other than British Columbia, it will register with the BC Registrar of Companies as an extra-provincial company if required to do so under the *Business Corporations Act*.

The Province may terminate the SO and any Contract if the Contractor fails to register as required.

3.2 STANDARDS OF CONDUCT

The BC Wildfire Service expects that the Offeror's employees will respect the Province's Standards of Conduct regarding the use of social media and at any of its camps or facilities. Contractors and sub-contractors acting for and on behalf of the government must conduct themselves with the highest standards, instill confidence and trust, and not bring the BC Public Service into disrepute. There is zero tolerance for the use of drugs, alcohol and any unsafe behaviour. There is zero tolerance for intimidation, harassment, discrimination and any acts of aggression or violence. The Contractor's employees and personnel should be aware that often there are camp rules posted which address quiet times and curfew as well and that any act of non-compliance in regards to these standards may result in the Contractor's employee and personnel being released immediately.

A more detailed version of the Province's Standards of Conduct can be found at <http://www2.gov.bc.ca/myhr/article.page?ContentID=45bf7662-adf9-8a5f-74f1-657fedd69edf&PageNumber=1>

Note – No person is allowed to be under the influence of drugs or alcohol while in a Ministry camp, regardless of where the drugs or alcohol was consumed.

Note – Only authorized Ministry personnel are permitted to answer questions from the public or post information and/or pictures of fire suppression activities to social media. If the Ministry becomes aware of a Contractor resource posting information and/or pictures about fire suppression activities to social media obtained while working for the Province further actions may be taken.

3.3 WORKSAFE BC COVERAGE

The Offeror shall maintain its own WorkSafeBC registration in good standing and shall comply with and be subject to the provisions, rules and regulations of the *Workers Compensation Act*. When applicable, the Offeror must have Personal Optional Protection coverage. Should the Offeror make any amendments to its coverage, it must notify the Province in writing immediately describing the nature of the change.

3.4 INSURANCE

Any Contract resulting from this RSO and the SO may require that the Contractor, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Contract's term, the insurance with insurers licensed in Canada in forms acceptable to the Province. All required insurance will be endorsed to provide the Province with 30 days' advance written notice of cancellation or material change.

The Offeror will provide the Province with evidence of all required insurance as per the SO Schedule C, in the form of a completed Province of British Columbia Certificate of Insurance (attached).

If the insurance policies expire during or between any Service Period, the Offeror shall provide the Province with evidence of insurance renewal in the form of a completed Province of British Columbia Certificate of Insurance and ICBC's Form APV 47, if applicable, at least ten (10) days prior to the expiry date of the policies listed.

The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in the Schedule C in the Standing Offer in the Contractor's sole discretion.

3.5 PAYMENT TO CONTRACTORS

Processing of payments and applicable discounts, and the calculation and payment of interest on amounts owed, will be in accordance with the *Financial Administration Act* and regulations under that Act.

4.0 MANDATORY MINIMUM REQUIREMENTS

Respondents that, in their responses to this RSO, do not clearly demonstrate that they meet the following mandatory minimum criteria will be excluded from further consideration during the evaluation process and will not be placed on the SO List. Minimum requirements are summarized below. Respondents are directed to refer to the applicable Appendices for all minimum requirements. Completed Appendices must be submitted with the Respondent's response, in the form described below in Part B, Section 7.0.

4.1 MANDATORY APPROVALS AND CERTIFICATION REQUIREMENTS

APPENDIX A – Air Carrier Data – Section B

- (a) Must have a Transport Canada Operating Certificate.
- (b) Must have Transport Canada amendments and approvals for embarking and disembarking rotary wing aircraft while in a hover.
- (c) Must have Transport Canada amendments and approvals for transportation of dangerous goods.
- (d) Must have a Certificate of Airworthiness for each aircraft.
- (e) Must have a Canadian Transportation Agency License No .
- (f) Must provide date and confirmation of current Transport Canada approved Flight Operations Manual.
- (g) Must provide date of Transport Canada "Inspection of Company" of Offeror.

4.2 MANDATORY MINIMUM AIRCRAFT AND EQUIPMENT REQUIREMENTS

APPENDIX B

The mandatory minimum aircraft and equipment requirements are:

- (a) All aircraft must be equipped with narrow banded VHF-FM avionics for all radio frequencies.
- (b) All aircraft must be equipped with a programmable portable handheld VHF-FM radio.
- (c) All aircraft must be equipped with a functioning Mode "C" transponder.
- (d) All aircraft must be equipped with a tracking device that meets the AFF specifications (for further information go to <http://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/forestry/wildfire-management/aviation/fs1109 - access to radio system.pdf>).
- (e) All aircraft must be equipped with Transport Canada approved shoulder harnesses for all passenger seats of light, intermediate and medium helicopters.
- (f) All aircraft must be equipped with GPS.

- (g) All aircraft must be equipped with refuelling gear.

4.3 MANDATORY MINIMUM PILOT QUALIFICATIONS – ROTARY WING

APPENDIX C1

The mandatory minimum ROTARY WING flying experience and qualifications for each pilot, summarized below, are those outlined in the Helicopter Association of Canada (HAC) Guideline – Pilot Competencies for Helicopter Wildfire Operations - Guidelines and Best Practices, Amendment #1: HAC website at <http://www.h-a-c.ca> :

- (a) General Wildfire Operations Knowledge – BC Wildfire Service flying only
- (b) Low Visibility Flight and will include at least Five Hundred (500) hours Pilot-in-Command (PIC) in helicopters
- (c) Mountain Flying
- (d) External Load – Short Line (horizontal reference), Long Line (vertical reference), Precision Load Placement, Water Bucketing/Tanking
- (e) Hover Exit
- (f) Confined Area Operations

And where such further job specific flight profile requires, the following additional requirements (will be used to specifically assess within a specified category of qualifications, specialization, and capacity to provide a service but will not be a determining factor for inclusion on the Standing Offer List):

- (g) Class D External Loads
- (h) Aerial Ignition Device (AID) and/or Drip Torching

4.4 MANDATORY MINIMUM PILOT QUALIFICATIONS – FIXED WING

APPENDIX C2

The mandatory minimum FIXED WING flying experience and qualifications for each pilot are:

- (a) For Single Engine aircraft:
 - i. Six Hundred (600) hours total time of which Five Hundred (500) hours must be Pilot-in-Command (PIC) on single engine aircraft; and
 - ii. Twenty-Five (25) hours PIC on type being utilized.
- (b) For Multi-Engine aircraft:
 - i. Eight Hundred (800) hours total time of which Six Hundred (600) hours must be PIC with a minimum of Four Hundred (400) of those hours as PIC on Multi-Engine aircraft; and
 - ii. Fifty (50) hours PIC on type being utilized.
- (c) Formal mountain flying course with Fifty (50) hours experience in mountain flying;
- (d) For those pilots flying turbine aircraft Fifty (50) hours PIC must be on turbine powered aircraft;
- (e) For those pilots flying float equipped aircraft One Hundred (100) hours of PIC must be on type being utilized.

4.5 MANDATORY MINIMUM HELICOPTER EQUIPMENT

APPENDIX D

Where helicopter will be offered by the Respondent for fire suppression flying Services, all light, medium, intermediate, and heavy lift helicopters must be equipped with the following minimum requirements:

- (a) a long line capability of One Hundred and Fifty (150) feet (complete with remote hook preferred)
- (b) two cargo nets

- (c) two lanyards
- (d) Global Positioning System (GPS)
- (e) a water bucket having a volume capacity commensurate with the operational performance of the helicopter
- (f) a handheld portable programmable VHF-FM radio

5.0 SUBMISSION GUIDELINES

Each section below includes a “Submission Guidelines” sub-section. Submission Guidelines are intended to assist Respondents in the development of their responses, but are not intended to relieve Respondents from forming their own opinions and conclusions with respect to the matters addressed in this RSO.

5.1 PRICING

Tariff Rates – Fixed and Rotary Wing COMPLETE APPENDIX F1 (Rotary Wing) and/or F2 (Fixed Wing)

Respondents are to submit a Tariff Rate per aircraft in Canadian dollars. Tariff Rate will include duty, contingencies, lubricants, mandatory minimum equipment, and taxes paid or payable by a Contractor to their suppliers during the performance of Services. Tariff rate shall exclude fuel for rotary wing aircraft only (Appendix F1) and will be optional for fixed wing aircraft, as submitted on Appendix F2. Travel expenses, Goods and Services Tax (GST) and any applicable Provincial Sales Tax (PST) that are required to be charged to the Province as a taxable transaction will be separate from the Tariff Rate. All flights for fire suppression and related operational training are exempt from Nav Canada charges.

Notwithstanding the terms and conditions of any subsequent contract and when applicable and necessarily incurred in performing the Services or chargeable by the Contractor, the Province, at the Requisitioning Ministry’s own expense, will apply the following when Tariff Rates are used:

- (a) provide or reimburse the cost of aviation fuel necessary for the performance of Services;
- (b) for each applicable landing necessary, reimburse airport landing fees (the “Landing Fees”) for rotary wing aircraft at the posted rates based on the Helicopter Landing Fees table located at <http://www2.gov.bc.ca/gov/content/industry/forestry/managing-our-forest-resources/wildfire-management/contract-opportunities/aviation>, and for fixed wing aircraft landing fees as applicable;
- (c) when pre-approved by the Requisitioning Ministry, a rate that is negotiated at the time of an Aviation Service Request and charged by the Contractor to hold aircraft and pilot away from its home base until the Services or Project are completed and released by the Requisitioning Ministry (the “Holding Charges”);
- (d) pay any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities.

The Tariff Rate will be the rate paid for all Emergency flying and may be the basis in which to draw or adapt from for non-emergency flying requested by the Requesting Ministry.

The Tariff Rate will be firm for the Term. If a lower rate is offered to others in the Ministry or BCWS, then that lower rate will then be the Tariff Rate and will apply to the Standing Offer.

Tariff Rates may be negotiated for any subsequent Standing Offer term(s), if applicable, if initiated by the supplier in writing 30 days prior to expiry of the existing Standing Offer, and those rates will remain firm for that subsequent term.

The Tariff Rates will be made available for viewing and use by all Requisitioning Ministry staff.

5.2 TRAVEL EXPENSES

The Contractor will be responsible for arranging accommodation, meals, and ground transportation for its crew members while they are on travel status, unless specifically supplied or arranged by the Requisitioning Ministry.

For Aviation Service Requests made under the Standing Offer issued by BCWS in which BCWS is the direct beneficiary of the Services, travel expenses will be payable at the following per diem rates (the "BCWS Travel Rates"):

- \$120.00 per crew member per travel day for accommodation;
- \$16.50 per meal, or \$49.50 full day, per crew personnel per travel day;
- \$70.00 per travel day for crew ground transportation (one vehicle per crew).

Where BCWS supplies accommodation, meals, or transportation, the per diem rates noted above will be reduced accordingly.

Travel expenses only apply when travel away from the point of hire is necessarily incurred in the performance of the Services in British Columbia and that travel is pre-approved by the Ministry. Travel status begins and ends at the locations and distance designated in the applicable Aviation Service Request.

In all cases, travel expenses must be pre-approved by the Requisitioning Ministry.

5.3 INSURANCE/WORKSAFE BC

Submit a completed Certificate of Insurance (FIN173) with the full legal company name and doing business as (if applicable) completed by an insurance broker.

Identify enough vehicles to meet the needs of the Response.

Submit a copy of the Respondent's WorkSafeBC Clearance Letter.

5.4 FORMAT OF RESPONSE

Failure to submit the response in prescribed forms may result in rejection of your submission.

Responses must be submitted following the sequence listed below. Each Appendix should be submitted as a separate pdf file and named with reference to the Appendix title as listed below. In the case of Appendix E, submit a separate pdf file for each pilot. This will help to ensure responses receive full consideration during evaluations and that the evaluations themselves may be handled in an efficient and consistent manner. All pages should be consecutively numbered.

A. TABLE OF CONTENTS

B. SUBMISSION OF THE FOLLOWING APPENDICES:

1. Appendix A - Commercial Air Carrier Data. This information will not be evaluated, but may be used to contact the Respondent
2. Appendix B – Confirmation of Mandatory Minimum Aircraft and Equipment Approvals and Certifications
3. Appendix C1 and /or C2 – Confirmation of Mandatory Minimum Fixed and Rotary Wing Pilot Qualifications
4. Appendix D – Confirmation of Mandatory Minimum Helicopter Equipment for Fire Suppression Services
5. Appendix E – Pilot Information (complete and submit, as a separate pdf file, one Appendix E for each pilot)
6. Appendix F1 and/or F2 – Tariff Rates. This information is not used to determine qualification for a Standing Offer.
7. Appendix G – Radio Access
8. Appendix H – (FIN173) Certificate of Insurance
9. Appendix I – Signed Standing Offer

Evaluators will not consider any information that does not relate to the specific information requested in this RSO or appendices.

Respondents must submit responses in accordance with the instructions set out on the face page of this RSO.