



REQUEST FOR STANDING OFFER

Mobile Aviation Fuel Services

REQUEST FOR STANDING OFFER No. MF18BCWS

Government Contact Person: All enquiries related to this Request for Standing Offer (this “Request for Standing Offer” or “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.

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

DELIVERY OF RESPONSES:

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 MF18BCWS as the RSO number.

There is no deadline for submission of responses. Responses will be assessed in the order in which they are received.

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 Request for Standing Offer, the following definitions apply:

- a) **“BCWS”** means the British Columbia Wildfire Service, the branch of the Ministry that is responsible for administering this RSO on behalf of the Province;
- b) **“Contract”** means the contract created and entered into by the Offeror and the Province when the Offeror receives and accepts a Service Request issued against a Standing Offer, for specific Services described in the Service Request at the prices set out in Appendix A – Equipment and Services Offered for Mobile Aviation Fuel;
- c) **“Contractor”** means an Offeror who is in receipt of and has accepted a Service Request;
- d) **“Emergency”** means any situation which constitutes an imminent and serious threat to human safety, Crown land or resources, ministry 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 Ministry determines the need to place Services on standby in anticipation of potential emergency or urgency;
- e) **“Ministry”** means the Ministry of Forests, Lands and Natural Resource Operations;
- f) **“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;
- g) **“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;
- h) **“Province”** means Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Forests, Lands and Natural Resource Operations;
- i) **“Request for Standing Offer” or “RSO”** means this request for standing offer;
- j) **“Respondent”** means an individual or a company that submits a response to this RSO;
- k) **“Service Request”** means a written service request for Services, in substantially the form attached to the Standing Offer;
- l) **“Services”** means those services described in Part B, Section 1.1 of this RSO;
- m) **“Site Specific Spill Response Plan”** has the meaning given to that term in the Standing Offer;
- n) **“SO List”** means the list of names of Offerors;
- o) **“Spill Response Plan”** means a Respondent’s written plan detailing procedures and processes to be followed in the event of a fuel spill, not specific to any site or location;
- p) **“Standing Offer” or “SO”** means the agreement prepared by the Province in the form appended to this RSO as Appendix F;
- q) **“Term”** means the period described in Part B, Section 1.0 of this RSO; and
- r) **“Travel Status”** means travel necessarily incurred by the Offeror in the performance of the Services in BC and that is pre-approved by BCWS.

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.gov.bc.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 RESPONSE SUBMISSIONS

Responses to this RSO must be received in the manner and location indicated on the face page of this RSO. There is no deadline for submitting responses to this RSO. Responses will be reviewed and considered by BCWS according to the order in which they are received. The Term will not be altered, regardless of when a response is received or when a new Offeror is 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

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

This RSO should not be construed as an agreement to purchase goods or Services. The Province is not bound to accept the lowest priced response or any response, or to establish a Standing Offer with any Respondent. Responses will be assessed in light of the evaluation criteria.

Neither acceptance of a response nor establishment of a Standing Offer nor execution of a Contract pursuant to a Standing Offer will constitute approval by the Province 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 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 a Service Request 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 a Service Request 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 a Service Request is issued and accepted. No Offeror will acquire any legal or equitable rights or privileges related to the Services until a Service Request is received and accepted by the Offeror.

The Province makes no representations or guarantees that the Offeror will receive any Service Requests 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 a Service Request by the Offeror, the terms and conditions of the resulting Contract will apply with respect to the Service Request. A separate Contract is created each time a Service Request 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.bcbid.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 LEGAL ENTITIES

The Province reserves the right in its sole discretion to:

- a) disqualify a Response if the Province is not satisfied that the Respondent is clearly identified;
- b) prior to entering into a Standing Offer with a Respondent, request that the Respondent provide confirmation of its legal status (or in the case of a sole proprietorship, the Respondent's legal name and identification) and certification in a form satisfactory to the Province that the Respondent has the power and capacity to enter into the SO;
- c) not to establish a SO with a Respondent if the Respondent cannot satisfy the Province that it is the same legal entity that submitted the response; and
- d) require security screenings for a Respondent who is a natural person, subcontractors and key personnel before entering into a SO and decline to enter into a Contract with a Respondent or to approve a subcontractor or key personnel that fail to pass the security screenings to the Province's satisfaction.

2.14 RESERVATION OF RIGHTS

In addition to any other reservation of rights set out in the RSO, the Province reserves the right, in its sole discretion:

- a) to modify the terms of this RSO at any time, including the right to cancel the RSO at any time prior to issuing a Standing Offer;
- b) to request clarifications from a Respondent with respect to its response; or
- c) to reject any response due to unsatisfactory references or unsatisfactory past performance under contracts with the Province, or any material error, omission or misrepresentation in the response.

2.15 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.

2.16 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

1.1 OVERVIEW

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.

The Standing Offer specifies the terms and conditions that will govern any Contract that is formed upon a Service Request 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 Service Request) is made. A Contract is formed when the Offeror receives and accepts an Service Request for the Services. No Offeror will acquire any legal or equitable rights or privileges relating to Services until an Service Request is received and accepted by the Offeror.

The Province makes no representations or guarantees that an Offeror will receive any Service Requests 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.

1.2 DESCRIPTION OF REQUIRED SERVICES

The Province is establishing Standing Offers with mobile aviation fuel providers, for mobile aviation fuel services to be provided on an as, if and when needed basis with no guarantee that any Services will be needed. Offerors must be able to supply personnel that are fully equipped and trained to the standards described in this RSO and the Standing Offer.

If an Offeror is contacted to provide Services, and that Offeror has the ability and capacity to perform the requested Services, BCWS will submit a Service Request and, upon the Offeror's acceptance of the Service Request, the Offeror will immediately email a signed copy back to BCWS.

The Services must be performed to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, mobile aviation fuel services similar to the Services requested herein. Contractors must be prepared to be deployed to remote field conditions and stay in remote camps. Contractors must be prepared, upon agreeing to provide Services for a particular incident under a Service Request, to stay on at that incident until released, through the issuance of a service request modification in the form then used by the Province, by an authorized representative of the Province.

During the Term, Offerors must ensure that, for each mobile fuel unit or for each fuelling site, the equipment is maintained in a safe operating condition and the personnel assigned to operate that equipment are properly trained to all applicable provincial and federal standards (including, but not limited to, standards set out in the *Transportation of Dangerous Goods Act* (Canada), the *Environment Act* (Canada), the *Environmental Management Act* (British Columbia), the British Columbia Fire Code and as required by occupational health and safety regulations.

Offerors must be able to provide the equipment, personnel and fuel as set out in Appendix A – Equipment and Services Offered for Mobile Aviation Fuel, and all other support apparatus (such as pumps, filters, grounding, testing, spill containment, and so forth) necessary to provide the Services over an extended period of time. All equipment and resources supplied must meet the requirements set forth in all applicable federal and provincial legislation and regulations.

Offerors must be able to provide the Services, as stated in a Service Request, during all day light hours or for a time period in accordance with the daily standby alert issued by the Province, as applicable. Offerors are responsible for ensuring that fatigue management, breaks and mandatory rest requirements as per the Offeror's occupational health and safety procedures and WorkSafeBC requirements are adhered to for their personnel while providing Services. Notwithstanding the foregoing, Offerors are responsible for ensuring that adequate staffing levels are maintained at all times while Services are being provided.

Services may include requesting an Offeror to:

- Transport and deliver aviation fuel, in accordance with the CSA Standard B836-14, to locations as directed by the Province;
- Establish appropriate into-plane fuelling systems and environmental safeguards at locations as directed by the Province;
- Have a filtration system that assures all aviation fuel products meet or exceed the accepted quality standards for particulate and absorbed water;
- Provide regular testing when operator is on site to ensure aviation fuel quality, and keep written records of the same on site and, following completion of Services, retained by the Offeror at the Offeror's principal place of business or another location where such records are readily accessible;
- Maintain dispensing and resupply records for each day at each location using the Mobile Aviation Fuel Service Log as appended to the Standing Offer;
- Allow the Province reasonable access to all records kept in the performance of the Services;
- Set up, breakdown and tidy up the pump, hose, filters, grounding system and spill prevention equipment used at the site to provide the Services;
- Adhere to the Spill Response Plan and Site Specific Spill Response Plan (as that term is defined in the Standing Offer);

- Immediately report any spill or environmental incident to the Province’s Spill Response Hotline (1-800-663-3456), as further described and set forth in a Contract;
- Ensure that its personnel adhere to the Ministry’s operational procedures and instructions;
- Ensure appropriate personnel attend pre and post action de-briefing exercises when and as requested by BCWS; and
- Supply qualified operators trained in accordance with provincial and federal standards for each mobile fuel unit and/or for each fuelling site.

Only those Respondents who meet or exceed the minimum requirements, as set out in this RSO, will be asked to enter into Standing Offers.

1.3 TERM OF STANDING OFFER

The term (the “**Term**”) of the Standing Offer will be from the date it is posted to the BC Bid website, www.bcbid.gov.bc.ca, to March 31, 2018. Subject to satisfactory performance by the Offeror and the availability of funding by the Province, a Standing Offer may be renewed for three additional one-year periods by written agreement of the parties.

2.0 SELECTION METHODS TO PROVIDE SERVICES

For Services BCWS may select, from the SO List, an Offeror who has been assessed within a specified category of identified qualifications (location, 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, BCWS may directly invite an Offeror to provide a quotation on specified requirements (e.g. location, availability of equipment and personnel, term, etc.) with the intent to enter into negotiations with that Offeror.
- (b) If the estimated service contract value is \$25,000 or more, BCWS may directly invite an Offeror to provide a quotation based on availability and on specified requirements (e.g., location, availability of equipment and personnel, 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 BCWS’s specific needs and requirements.
- (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 BCWS’s specific assessment, BCWS 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), BCWS 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 BCWS’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;
 - 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.

As part of the selection process for a particular Service Request, the Province may require that an Offeror must have its equipment and personnel available to provide the Services during all day light hours or for a different daily time period set in accordance with the daily standby alert established by the province.

3.0 CONTRACTOR RESPONSIBILITIES

3.1 SERVICES

Contractors:

- (a) 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;
- (b) 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;
- (c) will ensure all invoices for payment will be directed to BCWS at the billing address provided on the Service Request; and
- (d) where incorporated or organized under the laws of a jurisdiction other than British Columbia, 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 a Contractor fails to comply with any of the above requirements.

Mobile aviation fuelling vehicles and equipment which are operated exclusively at aerodromes must comply with the CSA Standard B836-14: Storage, Handling and Dispensing of Aviation Fuels at Aerodromes.

BCWS will continue to utilize both lined and unlined carbon steel tanks, however as a best practice, BCWS reserves the right to give hiring preference to lined carbon steel tanks over unlined carbon steel tanks in a given geograextphic area. The type of tank (lined or unlined carbon steel) must be identified in Appendix A - Equipment and Services Offered for Mobile Aviation Fuel. Offerors providing Services through the use of unlined carbon steel tanks will clearly label the tanks in large format as "Unlined Carbon Steel Tank". The labeling must be of sufficient size (a minimum of 15 cm high) so that a BCWS contracted pilot will be able to read the labelling from the aircraft when landed to receive fuel.

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 HOURS OF WORK

The Province will determine actual hours of operations per day according to Service requirements. Half day rates will be paid for hours worked from zero (0) up to six (6) hours, including travel time. Full day rates will be paid for hours worked from over six (6) hours to the end of the work day. Standby rates will be paid at one-half of the full day rates.

To assist in tracking fuel consumption and provide information for invoicing, personnel will be required to complete a Mobile Aviation Fuel Service Log, in the form appended to the Standing Offer, and submit it to an authorized provincial representative for signature on a daily basis.

At the end of each work day, bowser operators are to provide an account of work performed and current location of bowser by either calling into the fire centre or notifying a representative of the Province who is on-site at that location.

3.4 RADIO

Mobile aviation fuelling vehicles and equipment must be equipped with a mobile radio programmed with the required resource road channels for the area in which they are operating, as well as the Ministry's simplex and duplex frequencies and tones. The Offeror's radio operator is also required to have a handheld portable radio programmed in the same manner. The handheld radio must be compliant with Industry Canada regulations. For safety purposes the vehicle mobile radio must be used for km checks – handheld portable radios must not be used for in-vehicle road channel communications.

In addition to the requirement that all radios be properly licensed, the Department of Communications (Canada) has four (4) main rules that will be observed:

- radio equipment will not be deliberately operated so as to interfere with another station;
- only transmissions concerned with official fire suppression operations are permitted; No discussion about official policy or personal matters are permitted;
- transmissions are not to contain profane or obscene words; and
- information, other than from a public broadcast, will not be transmitted.

Before using the radio on a Ministry radio system, the Offeror's operator will know and adhere to the following:

- the call sign or station name by which the radio used will be identified, also the call sign or names of stations to be called;
- the operating schedule, if any, that will be kept; and
- the frequency or frequencies authorized for use and how the desired radio contact are to be made.

Further information about obtaining radio network access and copies of all provincial repeater maps are available at <http://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/provincial-natural-resource-sector-radio-system>.

3.5 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.

3.6 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 (Appendix D).

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.

3.7 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, will not enter into a Standing Offer with the Province 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 5.0. The Province may conduct such independent reference checks or verifications as are determined necessary by it to clarify, test or verify the accuracy of the information contained in a response including, but not limited to, reference checks from any other natural resources sector ministry or other Provincial government office.

4.1 MINIMUM REQUIREMENTS

This section details the mandatory criteria against which responses will be evaluated. The Province may conduct such independent reference checks or verifications as are deemed necessary or desirable by it to clarify, test or verify the information contained in a response including but not limited to checks from any ministry of the Province or other Provincial office. Respondents must indicate whether or not the following minimum standards are met by submitting with their response a completed Appendix B.

EQUIPMENT

Mobile aviation fuelling vehicles, tanks and equipment must meet the following minimum standards:

- (a) Confirmation that all mobile aviation fuelling vehicles, tanks, and related equipment have been inspected at a B620 inspection facility (see Appendix C - Mobile Aviation Fuel Inspection Report). (**Note:** at least one mobile aviation fuelling unit must have a completed inspection at a B620 facility prior to submission of the RSO, and confirmation must be submitted to the Province, before any Services will be requested from an Offeror);
- (b) Tanks must have a sump drain at the lowest point in the tank(s);

- (c) Pumps must have a minimum flow rate of 120 litres/minute or 30 US gallons/minute;
- (d) Single Stage Filter System with the appropriate Aviation Grade Fuel Filter;
- (e) Inline differential pressure gauges to measure pressure on either side of the filter;
- (f) Minimum 60 feet of 1 ½ inch aviation grade fuel hose (prefer 100 feet of hose);
- (g) Aviation fuel nozzle (non-locking handle) with 100 micron screen and attached grounding cable/clamp;
- (h) Bonding wire and reel (minimum 75 feet or of sufficient length for size of hose provided if longer) with a clamp on the end (proof of valid inspection);
- (i) Fuel meter calibrated by an approved contractor to Measurements Canada Standards with seals in place;
- (j) Deadman switch if being used for single-point fuelling;
- (k) Emergency shut off clearly marked in a readily available location on the unit;
- (l) Spill kit – minimum 200 litre oil/fuel type as per the company Spill Response Plan and the Site Specific Spill Response Plan;
- (m) Placards clearly visible on all sides (“No Smoking”, “Flammable” and fuel type, e.g.: “Jet A”);
- (n) Fittings must be compatible with aviation fuel; and
- (o) Tank openings, valves, sump drains, fill caps, loading and unloading hoses, master electrical switches and other accessible fittings must be lockable.

STAFF

The Respondent must provide with its response the following information regarding personnel:

- (a) The number of qualified personnel available to the Respondent for the provision of Services, and confirmation from the Respondent that the Respondent has the ability to provide, instruct, maintain and supervise, at all times, a sufficient number of personnel to enable timely and proper performance and completion of Services;
- (b) Confirmation that all personnel are English literate; and
- (c) Their names and confirmation that all personnel are properly trained and certified to applicable provincial and federal standards (training records do not need to be submitted but must be available upon request).

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

Respondents are to submit a completed Appendix A -Equipment and Services Offered for Mobile Aviation Fuel.

Daily rental rates for mobile fuelling vehicles and equipment are to include the operator. If mobile fuelling vehicles and equipment are to be offered without an operator, that rate should be provided where applicable. If there is a charge for unit moves or positioning, that rate should be provided per hour.

Daily rates for mobile fuelling tanks and trailers should be provided with options for with and without an operator remaining on site. If there is a charge for unit moves or positioning, that rate should be provided per hour.

Aviation fuel rack rates must include all applicable taxes.

All other services that a Respondent may offer (for example, second operator, additional pumps) must indicate rates with the unit of measure (per hour or day). Travel expenses (while on Travel Status), 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 rental rates.

5.2 INSURANCE/WORKSAFE BC

Submit a completed Certificate of Insurance (FIN173), in the form attached to this RSO as Appendix D, with the full legal company name (and doing business as, if applicable) completed by an insurance broker. The Certificate of Insurance must include the minimum insurance requirements, as specified in Schedule C to the Standing Offer.

Also submit ICBC's confirmation of automobile insurance coverage in the form of a completed APV 47 or a copy of the vehicle insurance documents.

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

5.3 SPILL RESPONSE PLAN AND SITE SPECIFIC SPILL RESPONSE PLAN TEMPLATE

The Respondent must submit a copy of its current established Spill Response Plan. The Respondent will also submit a Site Specific Spill Response Plan template specific to the Respondent and its operations that will be used in the field to develop a Site Specific Spill Response Plan, which must be delivered to the Province before any Services commence, as further described in the Standing Offer.

This template should include, but is not limited to, the following information:

- (a) Emergency contact and notification information, which may include but is not limited to, company contacts, local emergency management contacts and BCWS personnel, as applicable;
- (b) List of available personnel and equipment to respond to an incident;
- (c) Response plan and tactics for controlling and mitigating damages from spilled material; and
- (d) Containment plan for spilled materials.

The Spill Response Plan and Site Specific Spill Response Plans must be kept in each company vehicle for reference and inspection by the Province upon request.

The Spill Response Plan and the Site Specific Spill Response Plan template, while required submissions with a response, are provided to the Province for information purposes only. NEITHER ACCEPTANCE OF A RESPONSE NOR ESTABLISHMENT OF A STANDING OFFER NOR ISSUANCE OF A SERVICE REQUEST AND EXECUTION OF A CONTRACT PURSUANT TO A STANDING OFFER CONSTITUTES APPROVAL BY THE PROVINCE OF THE ADEQUACY OR APPROPRIATENESS OF A RESPONDENT'S SPILL RESPONSE PLAN OR A RESPONDENT'S SITE SPECIFIC SPILL RESPONSE PLAN. THE PROVINCE ASSUMES NO OBLIGATION TO UNDERTAKE ANY REVIEW OF A SPILL RESPONSE PLAN OR SITE SPECIFIC SPILL RESPONSE PLAN TEMPLATE SUBMITTED BY A RESPONDENT, AND THE PROVINCE WILL NOT PROVIDE ANY COMMENTS OR FEEDBACK TO A RESPONDENT WITH RESPECT TO THE APPROPRIATENESS OF ADEQUACY OF SUCH PLANS. THE RESPONDENT BEARS THE SOLE RESPONSIBILITY FOR ENSURING THAT SUCH PLANS ARE ADEQUATE, APPROPRIATE AND COMPLY WITH ANY AND ALL APPLICABLE GUIDELINES, STANDARDS AND REGULATIONS.

5.4 RADIOS

Respondents must include with their response either:

- (a) A completed Appendix E – Application for Access to the Radio System and proof of Industry Canada License; or
- (b) If a Respondent has already completed the above-mentioned Application for Access to the Radio System form within the previous 5 years, attach a copy of the Letter of Authority or "H" number as issued by the Ministry.

5.5 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 and document must be submitted as a separate .pdf file, and named accordingly. 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 APPENDICES AND REQUIRED DOCUMENTS:

All documents and information referred to in Part B, Sections 4 and 5 of this RSO as needing to be submitted with a response, must be submitted with the response. This includes, but is not limited to, the Equipment and Staff information referenced in Part B, Section 4.1, the pricing information referenced in Part B, Section 5.1, the insurance information referenced in Part B, Section 5.2, the Spill Response Plan and Site Specific Spill Response Plan template referenced in Part B, Section 5.3, and the radio information referenced in Part B, Section 5.4. Submit each document or information piece as a separate .pdf file. Name each .pdf file with reference to the applicable section number and heading name of this RSO.

In addition to the other documents and information referred to in this RSO that must be submitted with a response, Respondents must complete and submit the appendices attached to this RSO. Submit each appendix as a separate .pdf file. Name each .pdf file with reference to the appendix name as listed below.

1. Appendix A – Equipment and Services Offered for Mobile Aviation Fuel
2. Appendix B – Confirmation of Mandatory Minimums – Fuel Unit and Equipment
3. Appendix C – Mobile Aviation Fuel Inspection Report
4. Appendix D – Certificate of Insurance
6. Appendix E – Radio Access Form
7. Appendix F – Signed Specimen 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.