



Request for Master Standing Offers & Prequalification Information Package

For

**Licensed Air Carriers to provide Aviation Services to the  
Ministry of Forests, Lands and Natural Resource Operations,  
Province of British Columbia and may include  
other ministries in the Natural Resource Sector**

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  - Prequalification Evaluation Form

Date: February 22, 2016

Ministry of Forests, Lands and Natural Resource Operations,  
British Columbia Wildfire Services

File: **2016 FLNRO RMSOP Aviation Services**

Provincial Wildfire Coordination Centre  
BC Wildfire Service Branch  
3080 Airport Road  
Kamloops, B.C. V2B 7X2

*Please ensure your package is complete.*



## Notice to Licensed Air Carrier Suppliers Request for Master Standing Offers & Prequalification – Aviation Services

On behalf of the Ministry of Forests, Lands and Natural Resource Operations (Ministry), BC Wildfire Services (BCWS) is establishing a Select List of prequalified suppliers who may be invited by the Ministry or BCWS and may optionally be used by another ministry within the Natural Resource Sector of ministries to participate in subsequent solicitations for acquisition of aviation services. Only those suppliers who have been prequalified will be invited to provide aviation services or other contributory services and enter into a Master Standing Offer agreement.

Other ministries within the Natural Resource Sector of ministries who may choose to utilize the Master Standing Offer or the Select List of prequalified suppliers includes:

- Ministry of Aboriginal Relations and Reconciliation
- Ministry of Agriculture
- Ministry of Energy and Mines
- Ministry of Natural Gas Development
- Ministry of Environment

The resulting established Select List shall remain valid for one year from April 1, 2016, to March 31, 2017.

Prequalified suppliers will be required to enter into an “as, if, and when requested” Master Standing Offer (the “**Master Standing Offer**”) to provide emergency and/or non-emergency flying and contributory services. Additionally, prequalified suppliers on the Select List may also be invited to participate in a sole source solicitation or a competitive tendering process and awarded a service contract resulting therefrom that is separate and apart from any Master Standing Offer.

**Master Standing Offers required to be entered into under this Request for Master Standing Offers & Prequalification process, cancels and replaces any existing standing offers for aviation services entered into between BCWS and suppliers in 2015 and which expire on March 31, 2016.**

Subsequent agreements have the potential of being multi-year of up to five years or option-to-renew with a term of up to 12 months, to a maximum of three terms at the ministry’s discretion. Where a multi-year or option-to-renew contract will be competitively tendered, all prequalified suppliers from within a specified category of identified qualifications and having the resources and capacity to complete the work activity will be invited to submit offers; supplier names will not be rotated from within the specified category off the Select List.

Suppliers interested in being evaluated for inclusion on the Select List and entering into a Master Standing Offer are invited to obtain a prequalification information package containing complete details, including prequalification mandatory requirements and instructions for submission of a response (the “**Response**”) to this solicitation. Information packages may be obtained from this location under *Supplier Attachments Exist*.

The **Ministry Contact** for more information or questions (made in writing) for this Request for Master Standing Offer and Prequalification is:

David Marek, Superintendent of Aviation  
Management, Dave.Marek@gov.bc.ca

Responses to this Request for Master Standing Offer & Prequalification will be received not later than **2:00 p.m. (local time)** on **March 11, 2016**, (the “**Closing Date and Time**”) in the manner and location indicated in Part A, Section 2.1 of the Request for Master Standing Offer & Prequalification package. However, suppliers may still be added to the Select List and enter into a Master Standing Offer at any time throughout the year and will be evaluated in the same manner as suppliers already on the list. **The ministry may postpone evaluation of late submissions** and does not guarantee evaluation and resulting short-listing of suppliers wishing to compete on issued tenders.

Submissions must be in accordance with the terms and conditions specified in the information package. No further advertising will take place.

**Submission of a Response does not guarantee inclusion on a resulting short-list of prequalified suppliers. The ministry reserves the right to limit the number of prequalified suppliers invited to compete on a subsequent contract or to enter into a Master Standing Offer.**

**This solicitation is subject to the New West Partnership Trade Agreement (NWPTA), the Agreement on Internal Trade (AIT), the Agreement between the Government of Canada and the Government of the United States of America on Government Procurement (CUSPA), and the World Trade Organization Agreement on Government Procurement (GPA).**

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- Appendix E - Pilot Information Sheet
- Appendix F1 - Tariff Rates-Rotary Wing
- Appendix F2 - Tariff Rates-Fixed Wing
- Master Standing Offer Agreement
- Province of BC Certificate of Insurance
- Prequalification Evaluation Form

# PART A: ADMINISTRATION

## 1. GENERAL INFORMATION

### 1.1 Purpose of Prequalification

The purpose of this prequalification is to establish a Select List of eligible suppliers who are most suitable and available to perform or compete, at a later date, on a described project or activity.

Using a Select List of suppliers and entering into a Master Standing Offer avoids the need to evaluate an excessive number of submissions or reduces the time required for the tendering period. Additionally, in the situation where a participating ministry optionally solicits a separately competed service contract, prequalification spares those suppliers not short-listed the expense of preparing a proposal or tender and, by limiting the number of suppliers invited to compete, increases a supplier's possibility of subsequently obtaining a contract.

Suppliers submitting a Response (the "**Respondent**") will receive fair and uniform treatment and submissions will be given due consideration.

The Ministry reserves the right to modify the terms of this Request for Master Standing Offers & Prequalification (RMSOP) at any time in its sole discretion. This includes the right to cancel this RMSOP at any time prior to issuing a Master Standing Offer.

### 1.2 Identification

This RMSOP includes:

- The RMSOP notice (the "Notice");
- Part A: Administration ("Part A");
- Part B: Requirements ("Part B");
- Part C: Attachments ("Part C").

A list of any attachments is provided in the RMSOP Package Contents cover sheet. Respondents are advised to read this package thoroughly and respond appropriately. An incomplete submission may be rejected.

Respondents are responsible for ensuring they have all the components of the RMSOP package, including all attachments and subsequent addenda. By submitting a Response, the Respondent confirms that it has carefully read and examined, the RMSOP, including any addenda, and conducted such other investigations as were prudent and reasonable in preparing its Response.

### 1.3 Changes to the RMSOP

Changes to the RMSOP will be made in the form of written addenda or of re-issued documents that will be available at least four calendar days prior to the Closing Date. All addenda shall be considered to be integral to the RMSOP.

Addenda will be posted on the BC Bid<sup>®</sup> website at <http://www.bcbid.ca>. It is solely the Respondent's responsibility to be aware of and familiarized with any addenda or supplementary information issued.

Respondents that are not registered with BC Bid<sup>®</sup> can register by selecting *Start your e-Service, Supplier Registration* on the BC Bid<sup>®</sup> home page. Respondents are strongly encouraged to select "Send Me Amendments" that is included as an option on the Opportunity Notice published on BC Bid<sup>®</sup>. By selecting this option a registered Respondent will be automatically notified of any addenda that may be issued.

### 1.4 Liability for Errors

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

### 1.5 Ownership of Respondents' Submissions

Responses to this RMSOP become the property of the Province and will be held in confidence by the Ministry and will not be returned and are subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

### 1.6 Acceptance of Terms

Responses shall be made on the basis that a Respondent has read and agrees to all the terms and conditions of this RMSOP. Responses that include any condition or modification, or otherwise contradict any of the terms and conditions of this RMSOP will be as if not written and do not exist.

This RMSOP should not be construed as an agreement to purchase goods or services. The Ministry is not bound to accept any Response or to accept a Master Standing Offer with any Respondent. Responses will be assessed in light of

the evaluation criteria. The Ministry is under no obligation to receive further information, whether written or oral, from any Respondent.

Neither acceptance of a Response or of a Master Standing Offer or execution of a contract will constitute approval of any activity or development contemplated that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

### **1.7 Funding Limitation**

Notwithstanding any other provision of this RMSOP, any contracts contemplated by this RMSOP and the financial obligations of the Province pursuant thereto are subject to the availability of funds in accordance with the *Financial Administration Act*.

### **1.8 Reciprocity**

The Ministry may consider and evaluate submissions from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar submission from a British Columbia supplier.

### **1.9 No Lobbying**

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

### **1.10 Collection and use of Personal Information**

Respondents are solely responsible for familiarizing themselves and ensuring 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 RMSOP requires Respondents to provide the Ministry with personal information of employees who have been included as resources in response to this RMSOP, Respondents will ensure they have obtained written consent from each of those employees before forwarding such personal information to the Ministry. Such written consents are to specify that the personal information may be forwarded to the Ministry for the purposes of responding to this RMSOP and use by the Province for the purposes set out in the RMSOP. The Province may, at any time, request the original consents or copies thereof from the Respondents, and upon such request being made, Respondents will immediately supply such originals or copies to the Province.

### **1.11 Inquiries**

Inquiries must be made in writing and directed to the Ministry Contact specified in the Notice.

Inquiries and responses may be distributed to all Respondents at the Ministry's option.

## **2. SUBMISSION OF RESPONSES**

### **2.1 Submissions**

Submission of a Response must include all of the documents as listed in Article 6 of Part B, no substitutions will be allowed. Submissions must be received not later than the time and date specified on the BC Bid webpage (the “**Closing Date and Time**”) to the following email address:

[FORPCCP.AIRPWCC@gov.bc.ca](mailto:FORPCCP.AIRPWCC@gov.bc.ca) (the “**Closing Location**”)

The email subject line needs to identify the contents as “**2016 FLNRO RMSOP Aviation Services-‘*Respondent’s name*’**”.

Responses must be received at the Closing Location and no later than the Closing Date and Time specified. Responses will be marked with their receipt date and time at the Closing Location. Only complete Responses received and marked before the Closing Date and Time will be considered to have been received on time.

The calendar and clock showing on the Ministry’s email destination, whether accurate or not, shall govern the delivery of submissions, including any and all revisions. The submission is deemed delivered to and received by the Ministry if the transmission of the submission is fully completed in whole on or before the Closing Date and Time.

The Ministry is not responsible for systems or other problems that may affect submission.

## 2.2 Revisions to Responses

Respondents may submit revisions to their Responses prior to the Closing Date and Time. Revisions:

- must be submitted in writing, and identify the firm and the Response being revised; and
- must be in accordance with all RMSOP requirements; and
- must be submitted electronically in the same manner as the Response and identified as a revision to the Response; and
- should be sent by an authorized official of the firm, preferably by the same person signing the original Response.

Respondents are solely responsible for timely delivery of revisions.

## 2.3 Withdrawal

At any time a Response may be withdrawn by submitting a written request, signed by an authorized signatory of the firm, to the Ministry Contact identified in the RMSOP Notice. Facsimile or electronic transmission to withdraw is acceptable.

## 2.4 Respondent's Expenses

Respondents are solely responsible for their own expenses in preparing a Response. If the Ministry 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.

## 2.5 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 RMSOP, any Master Standing Offer, or in respect of any 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 Master Standing Offer is not accepted or in the event that no contract is ever made with the Respondent.

# 3. EVALUATION AND AWARD

## 3.1 Ministry Privilege

Submission of a Response does not guarantee inclusion on a resulting short list of prequalified suppliers.

The Ministry reserves the right in the case of insufficient response, in the sole opinion of the ministry, to cancel the RMSOP, return all Responses, and re-solicit for better response, with or without any change being made to the RMSOP package.

## 3.2 Opening and Evaluation

Responses are normally opened and evaluated shortly after the Closing Date and Time. Due to the nature of the RMSOP evaluation process and the confidentiality to be afforded to submissions, opening and evaluation are not open to the public.

## 3.3 Mandatory Requirements

Respondents are cautioned to carefully read the mandatory requirements specified in Part B of this RMSOP package and respond appropriately. **Any Response not meeting all mandatory requirements of this RMSOP package will be rejected without further consideration.**

## 3.4 Evaluation Criteria

Responses will be evaluated according to the minimum mandatory requirements specified in the Prequalification Evaluation Form. 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 Response including reference checks from any Natural Resource Sector ministry or other Provincial government office.

For the purposes of a Respondent's suitability, a Respondent who is a 'related persons' or 'affiliated persons' or 'associated persons' (an 'Associated Person'), as those terms are defined or referenced in the federal Income Tax Act or related Canada Revenue Agency's 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: (i) the ownership of voting shares of the incorporated contractor, (ii) a list of individuals who exercise legal and/or operational control over the contractor; and (iii) a notarized declaration that the contractor 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-arms length with a disqualified supplier.

By submission of a Response to this RMSOP, the Respondent affirms it is not an Associated Person to, nor acting in concert with, a disqualified supplier and undertakes to not knowingly do so during the term of any subsequent contract or Master Standing Offer.

### **3.5 Base of Operations Site Visit - Process and Evaluation**

This section *applies where* a visit to a Respondent's base of operation(s) is indicated in Part B.

Following satisfactory evaluation under Section 3.4, the Ministry will conduct a visit to a Respondent's base of operation(s). Responses that are not satisfactorily evaluated under Section 3.4, shall not be considered for further evaluation under this section.

The base of operation(s) site visit process shall be conducted in accordance with additional specifications provided in Part B of the RMSOP, if any. The purpose of the site visit is to meet with its staff, discuss Ministry operations, view aircraft, equipment and facilities and to further determine suitability and for expanding upon or clarifying information contained in the Response. Base of operation(s) site visit is not to be used by a Respondent as an opportunity to amend their Response.

Following a base of operation(s) site visit, the evaluation of the site will be made in accordance with the Prequalification Evaluation Form.

### **3.6 Clarification**

The Ministry reserves the right to request Respondent clarification of vague or ambiguous items contained in a Response. Requests for clarification will be provided in writing and will not be used if a submission has clearly failed to respond to a specified requirement.

### **3.7 Notification of Select List Status**

At the conclusion of the RMSOP process, and as soon as possible thereafter, all Respondents will be notified of their status on the Select List. Unsuccessful Respondents may request a debriefing meeting with BCWS.

### **3.8 Supplier's Responsibility to Notify of Changes**

Prequalified suppliers are solely responsible to ensure the Ministry is notified of any factors whatsoever that affects its status as a prequalified supplier on the Ministry's established Select List.

### **3.9 Evaluation Committee**

Evaluation of Responses will be by a committee formed by BC Wildfire Service Branch and may include employees and contractors of the Ministry. All personnel will be bound by the same standards of confidentiality and subject to any conflicts of interest.

## **4. PERIOD SELECT LIST WILL REMAIN VALID**

The resulting established Select List of eligible suppliers shall remain valid from [April 1, 2016 to March 31, 2017](#) (the "Effective Period").

For recurring contract activities, suppliers may be added to the Select List and enter into a Master Standing Offer at any time throughout the year and will be evaluated in the same manner as suppliers already on the list. The ministry does not guarantee evaluation and resulting short-listing of suppliers wishing to compete on an issued tender.

## **5. SUMMARY OF CAUSES FOR REJECTION**

An RMSOP **will** be rejected for the following reasons:

- a) failure to include a specified "mandatory";
- b) failure to achieve the required mandatory minimum in the evaluation;
- c) it contains errors, omissions or misrepresentations which, in the sole opinion of the Ministry, are of a serious nature;
- d) in the sole opinion of the Ministry, a conflict of interest exists.

An RMSOP **may** be rejected for the following reasons:

- a) failure to follow the required format/content outline;
- b) it is incomplete;
- c) it contains a condition contrary to the terms and conditions of the RMSOP;
- d) it is submitted after the Closing Date and Time.



## 6. MASTER STANDING OFFER

- 6.1 By submission of a Response and an executed Master Standing Offer, the Respondent agrees that should its Response be successful, it will provide emergency and/or non-emergency flying and any associated contributory services on an “as, if, and when requested” basis to the Ministry or BCWS or any other ministry within the Natural Resource Sector of ministries.
- 6.2 The Master Standing Offer specifies the terms and conditions that will govern any subsequent request to provide aviation services and associated contributory services. Under the Master Standing Offer, the Respondent is an Offeror (the “**Offeror**”) offering to provide a request for service at specified prices over a specified period of time. However, the Master Standing Offer is not a contract and there is no contractual obligation on an Offeror or a requisitioning ministry unless and until a request to provide the service (the “**Aircraft Service Request**”) is made. A contract is formed on receipt of the Offeror of an Aircraft Service Request for the services and including any additional terms and conditions described in the request. No Offeror will acquire any legal or equitable rights or privileges relating to aviation services until an Aircraft Service Request is received.
- 6.3 The term of the Master Standing Offer will be from **April 1, 2016** to **March 31, 2017**, (the “**MSO Term**”) and may be option-to-renew, at the sole discretion of the Ministry, for three additional one-year periods, unless sooner withdrawn in accordance with the terms and conditions of the Master Standing Offer.
- 6.4 During the MSO Term, the Ministry 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 RMSOP, or subject to any ministry standards for approval that may be required or put in place after the closing of this RMSOP.
- 6.5 The Province makes no representations or guarantees that an Offeror will receive any offers to provide services, and makes no commitment as to the number or the value of services that may be requested over the term.
- 6.6 The Province reserves the right to procure aviation services and associated contributory services by any other means, including the use of other agreements, or by other procurement or contracting methods.

## 7. SELECTION METHODS TO PROVIDE SERVICES

- 7.1 The Ministry, BCWS or another Natural Resource Sector ministry (collectively “**Requisitioning Ministry**”) may select an Offeror having a Master Standing Offer who has been specifically assessed within a specified category of identified qualifications for having a specialization, 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 and less than \$75,000 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 otherwise capable to carry out the services based on a ministry’s specific assessment.
  - (c) If the estimated service contract value is \$25,000 or more and less than \$75,000, 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, a minimum of three (if available) Offerors that evaluates each Offeror’s proposed approach, pricing, or other elements required for the services.

A Requisitioning Ministry may, in its sole discretion, consider other Offerors that, in the Requisitioning Ministry’s sole opinion, meets its specific assessment for ability to provide the services (e.g., specialization, experience level, equipment, resources, etc.).
  - (d) If the estimated service contract value is \$75,000 or more or a subsequent agreement has the potential of being a multi-year contract or an option-to-renew contract and more than one Offeror is available who has the necessary qualifications and capacity to carry out the project based on a Requisitioning Ministry’s specific assessment of qualifications, all Offerors will be invited to compete for the project.

- (e) Notwithstanding subparagraphs a), b), c), and d), a Requisitioning Ministry may directly negotiate a contract with an Offeror where one of the following exceptional conditions applies:
- i) only one available supplier is qualified and has the capacity, in a Requisitioning Ministry's sole opinion, to provide the services;
  - ii) an unforeseeable emergency or urgency exists and the services could not be obtained in time by means of a competitive process and Tariff Rates will apply;
  - iii) a competitive process would interfere with a Requisitioning Ministry'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.

**7.2** Despite Section 7.1 above, a Requisitioning Ministry reserves the right to select suppliers that are on the Select List and to directly negotiate a contract or use a competitive process with the intention of awarding a contract that is separate and apart from the Master Standing Offer.

**7.3** The Ministry has the sole discretion to remove a contractor from the Select List for unsatisfactory performance or for failing to meet or retain the RMSOP qualification requirements, or other requirements that may be communicated by the Ministry.

# **PART B: REQUIREMENTS**

## **1. INTRODUCTION/BACKGROUND**

The Government of British Columbia has increased coordination and integration in the natural resource sector resulting in an integrated or “One Land Manager” approach to land and resource management through the Natural Resource Sector (NRS) of ministries consisting of the following:

- Ministry of Forests, Lands and Natural Resource Operations
- Ministry of Aboriginal Relations and Reconciliation
- Ministry of Agriculture
- Ministry of Energy and Mines
- Ministry of Natural Gas Development
- Ministry of Environment

BC Wildfire Service Branch (BCWS) of the Ministry of Forests, Lands and Natural Resource Operations (Ministry) is responsible for the effective delivery of BC Wildfire Service and emergency response support in the management of wildfires on both Crown and private lands outside of organized areas on behalf of the government of British Columbia.

In addition to aviation procurement for BC Wildfire Service, effective as of April 1, 2013, BCWS was also tasked in providing procurement advice, support and services, and including related safety standards, procedures, guidelines and training to all staff in the Ministry of Forests, Lands and Natural Resource Operations in their acquisition of aviation services. Acquisition of aviation services by Ministry staff might include cone collection, mapping, wildlife survey and capture, forest health survey, reconnaissance, etc.

Note that another ministry within the Natural Resource Sector of ministries may optionally utilize the services of BCWS and the resulting Select List and Master Standing Offer from this Request for Master Standing Offer & Prequalification (RMSOP) process in their aviation procurement.

## **2. DESCRIPTION**

### **2.1 Objectives**

In order to meet the Ministry’s obligation for acquiring safe aviation services and to ensure flights occur to Ministry standards, qualifications and requirements in the most cost effective, timely and efficient means possible, BCWS is establishing a prequalified list of aviation service providers.

To facilitate an efficient and expedient means in which to obtain aviation service requests, successfully prequalified suppliers will be required to enter into a Master Standing Offer to provide services on an “as, if, and when requested” basis that may contain an option to renew at the sole discretion of the Ministry.

### **2.2 Scope**

During the Effective Period in which the Select List will remain valid, there will be numerous and various aviation projects and activities across the Province of British Columbia that may be undertaken by the Ministry or BCWS, or another ministry in the Natural Resource Sector, for **emergency**<sup>1</sup> and planned, non-emergency services.

Commencement and completion dates and specifications and conditions of a request for services will be conveyed at the time of need either through an Aviation Service Request under an executed Master Standing Offer or through a separate service contract awarded under a sole source or a competitive solicitation process by select invitation to Respondents for a specially identified **project**<sup>2</sup>.

No commitments or guarantees are made with respect to the number or value of requests for services or invitations for competition that may be requested over the Effective Period.

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<sup>1</sup> “**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 aircraft on standby in anticipation of potential emergency or urgency.

<sup>2</sup> “**Project**” means a work assignment to be carried out by all pieces of equipment and resources combined for a specified, pre-determined work activity and location(s). A project is defined by the nature of the work. An example of this is the use of aviation services for LiDAR mapping of specified areas undertaken by the West Coast Region during May and June. The project’s pre-determined worksite must be well-defined and documented.

### 2.3 Use of WebAir

The Ministry may utilize the WebAir Canada database located at [www.webaircanada.com](http://www.webaircanada.com) to verify company information, services and ancillary equipment offered, mandatory pilot qualifications and experience. All information on this website should be up to date at the time of package submission and should be reviewed periodically to ensure it is accurate.

### 2.4 Location

Aviation services will be required across the Province of British Columbia at various and multiple locations with the majority of flying at elevations of 3000 ft or higher.

### 2.5 Timing

The evaluation process is planned for completion by [March 27, 2016](#). The Ministry will make every effort to meet this goal and advise suppliers of their Select List status by [March 31, 2016](#).

## 3. PRICING

### 3.1 Tariff Rates – Fixed and Rotary Wing

Respondents are to submit a tariff rate (the “**Tariff Rate**”) per aircraft in Canadian dollars, which will include duty, contingencies, lubricants, mandatory minimum equipment, and taxes paid or payable by a contractor to their supplier during the performance of services, but 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 is 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 and, where applicable, fixed wing based on the Landing Fees Tables at the applicable year’s posted rates located at [http://bcwildfire.ca/Industry\\_Stakeholders/contractors\\_stakeholders](http://bcwildfire.ca/Industry_Stakeholders/contractors_stakeholders) under Documents for Download;
- (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 activity 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** done by the Ministry, BCWS, and including any other ministry within the Natural Resource Sector (NRS) where that request for service is made by BCWS on that ministry’s behalf.

The **Tariff Rate will be firm for the first year** of the Master Standing Offer entered into by the parties. If a lower rate is offered to others in the Ministry or BCWS, that lower rate will then be the Tariff Rate and will apply to the Ministry or BCWS, including another NRS ministry as the Tariff Rate.

Tariff Rates may be negotiated for any **subsequent** Master Standing Offer term(s), if applicable, if initiated by the supplier in writing 30 days prior to expiry of the existing Master 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 ministry staff.

### 3.2 Travel Expenses

The services are to be delivered at a variety of locations across the province at the direction of the Requisitioning Ministry. The Contractor will be responsible for ensuring their appropriate staff members and equipment is available as required.

The Contractor will be responsible for arranging any 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 Aircraft Service Requests made under the Master 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**”) when travel is necessarily incurred in the performance of the Services in British Columbia and that is pre-approved by

BCWS (“Travel Status”). Travel Status begins and ends at the locations and distance designated in the Aircraft Service Request or in a Contract Payment Schedule, as applicable:

- \$115.00 per crew member per travel day for accommodation;
- \$16.50 per meal, or \$49.50 full meal day, per crew member per travel day;
- \$65.00 per travel day for crew ground transportation (one vehicle per crew);
- where BCWS supplies any accommodation, meals or transportation, the per diem rates noted above will be reduced as applicable.

For Aircraft Service Requests made under the Master Standing Offer, a Requisitioning Ministry may, at its sole discretion, reimburse travel expenses at the Province of British Columbia’s Group One rates in effect at the time of solicitation or requisition of services, or it may draw from or adapt the BCWS Travel Rates.

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

#### 4. CONTRACTOR RESPONSIBILITIES

**4.1** Without limiting the terms and conditions of the Master Standing Offer, including an Aviation Service Request made under a Master Standing Offer, or a sole source or competitive solicitation contract, the contractor must ensure that prior to commencement of any services or sooner request of the Ministry:

- (a) A Letter of Authority (LoA) to operate Natural Resource Sector radio frequencies has been issued to the contractor by the Ministry. A LoA will remain valid, unless otherwise revoked by the Ministry, for five years. It is the responsibility of the contractor to ensure a LoA is in effect during the performance of any services.
- (b) Proof of insurance is submitted with the Response on the Province of BC Certificate of Insurance. It is solely the contractor’s responsibility to ensure all policies of insurance remain in effect during any provision of services and that it is maintained to the Canadian Transportation Agency and Transport Canada standards and in accordance with the terms and conditions set out in the Master Standing Offer or a competitively awarded agreement. Evidence of insurance renewal in the form of a Province of BC Certificate of Insurance must be submitted to the Ministry at least ten days prior to expiry date of the policy(ies).
- (c) At the contractor’s own expense, and where required under *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions, that it obtains and maintains workers compensation coverage for itself, all workers, shareholders, directors, partners, any approved subcontractors, or other individuals employed or engaged in the performance of any services, including Personal Optional Protection if applicable.

**4.2** The Contractor is fully responsible to ensure:

- (a) It is familiar with and adheres to the BC Wildfire Service Branch Aviation Communication Protocol applicable to all fire suppression aviation services. The protocol document will be provided by the Ministry.
- (b) It advises BCWS in writing prior to any changes in pilot, engineer or aircraft being offered under any requisition for services. Failure to do so may result in immediate cancellation of a service request or potential service request or invitation to participate in a future competition.
- (c) Any information submitted as a result of this RMSOP and which is relied on by the Province to prequalify suppliers and enter into the Master Standing Offer or which in any way affects a supplier’s status on the Select List, is accurate, up to date and complete, including updating its information on WebAir and is brought to the attention of BCWS for updating the Select List.
- (d) Each member of the workforce who will perform any services in Canada is either a Canadian citizen, a permanent resident of Canada, or holds a valid employment visa from the Government of Canada.
- (e) That any specialty flying required by the Requisitioning Ministry 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) All invoices and accompanying flight tickets for payment will be directed to the Requisitioning Ministry.
- (g) That where it is incorporated federally under the laws of another province or in a foreign jurisdiction, it registers with the BC Registrar of Companies as an extra-provincial company within 60 days of commencing business in BC if:
  - i) its name (or any name it carries on business under), address, or telephone number is listed or given for any part of British Columbia in a telephone directory or advertisement; or
  - ii) it has a warehouse or set up a secondary office in BC or has a resident agent in BC for the term of any Master Standing Offer or separately awarded agreement term. (A resident agent is defined as an individual residing in BC and who represents the out-of-province company); or
  - iii) it conducts repeat business in BC.

Extra-provincial companies required to register within 60 days of commencing business in BC must submit a letter stating it will obtain registration. Failure to register within 60 days of commencement of the work may result in cancellation of a Master Standing Offer or separately awarded agreement. Companies that do not set up a facility in British Columbia but intend to work here on a temporary short-term basis do not need to register.

## 5. HOW RESPONSES WILL BE EVALUATED

This section details all of the mandatory minimum requirements against which Responses will be evaluated for inclusion on the Select List and acceptance of an executed Master Standing Offer. This section also provides guidance on submission of any additional or supplementary qualifications or specialty equipment being offered for use that will then be used to determine future specialty and/or contributory services by a Requisitioning Ministry.

Respondents should ensure they fully respond to all criteria in order to receive full consideration during evaluation.

### 5.1 Mandatory Minimum Aircraft and Equipment Requirements – COMPLETE APPENDIX B

The mandatory minimum aircraft and equipment requirements (unless superseded by contractual or operational requirements) are:

- (a) All aircraft must be equipped with narrow banded VHF-FM avionics for all radio frequencies.
- (b) All rotary wing aircraft must be equipped with a programmable portable handheld 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://bcwildfire.ca/FightingWildfire/Aviation/AFF/>).
- (e) All aircraft must be equipped with Transport Canada approved shoulder harnesses for all passenger seats of light, intermediate and medium helicopters.
- (f) Must have Transport Canada Operating Certificate.
- (g) Must have Transport Canada amendments and approvals for embarking and disembarking rotary wing while in a hover.
- (h) Must have Transport Canada amendments and approvals for Transportation of Dangerous Goods.
- (i) Must have Certificate of Airworthiness for each aircraft.
- (j) Licenses Canadian Transportation Agency No.
- (k) Confirmation of current Flight Operations Manual.
- (l) Date of Transport Canada Inspection of Company.

### 5.2 Mandatory Minimum Pilot Requirements FIXED WING – COMPLETE APPENDIX C

The mandatory minimum FIXED WING flying experience and qualifications for each pilot (unless superseded by contractual or operational requirements) are:

- (a) total of 1,000 hours Pilot-in-Command (PIC); **AND**
- (b) twenty five (25) hours PIC on each aircraft type; **OR**
- (c) under 1,000 hours PIC under Visual Flight Rules only:
  - i) **for Single Engine** - 50 hours PIC on each aircraft type for each 100 hours under 1,000 PIC, to an absolute minimum of 400 hours PIC; or
  - ii) **for Multi Engine** - 100 hours PIC on each aircraft type for each 100 hours under 1,000 PIC, to an absolute minimum of 600 hours PIC.
- (d) formal mountain flying course or equivalent experience;
- (e) for those pilots flying turbine aircraft 50 hours PIC must be on turbine powered aircraft.

### 5.3 Mandatory Minimum Pilot Requirements ROTARY WING – COMPLETE APPENDIX C

The mandatory minimum ROTARY WING flying pilot experience and qualifications must meet or exceed the following as 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 500 hours 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 Select List):

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

#### **5.4 Mandatory Minimum Helicopter Equipment for Fire Suppression Flying – COMPLETE APPENDIX D**

Where rotary wing aircraft 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 as set out in Appendix D – Confirmation of Helicopter Equipment for Fire Suppression Services:

- (a) a long line capability of 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

#### **5.5 Pilot Information Sheet – COMPLETE APPENDIX E**

Use Appendix E – Pilot Information Sheet to list pilot experience, qualifications or competencies.

#### **5.6 Tariff Rates – COMPLETE APPENDIX F1 and F2**

Use Appendix F1 and F2 – Tariff Rates to submit Tariff Rates. This information is *not* used to evaluate for inclusion on the Select List.

### **6. FORMAT OF RESPONSE AND GUIDELINES**

#### **6.1 Failure to use the prescribed forms may result in rejection of your submission. Failure to submit the forms in the format provided may result in rejection of your submission; no substitutions will be permitted.**

Responses should be submitted following the sequence listed below. 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 Form. 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 C – 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 Sheet
6. Appendix F1 & F2 – Tariff Rates. This information is *not* used to determine prequalification for inclusion on the Select List.
7. Master Standing Offer Agreement for execution
8. Province of BC Certificate of Insurance

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

**6.3** Respondents must submit their Responses in accordance with Part A, Section 2.1 of this RMSOP.



# PART C: ATTACHMENTS

***INCLUDES THE FOLLOWING SEPARATE ATTACHMENTS:***

- Appendix A - Commercial Air Carrier Data Form
- Appendix B - Confirmation of Mandatory Minimum Aircraft and Equipment Approvals and Certifications
- Appendix C - Confirmation of Mandatory Minimum Fixed and Rotary Wing Pilot Qualifications
- Appendix D - Confirmation of Mandatory Minimum Helicopter Equipment for Fire Suppression Services
- Appendix E - Pilot Information Sheet
- Appendix F1 & F2 - Tariff Rates
- Master Standing Offer Agreement for execution
- Province of BC Certificate of Insurance
- Prequalification Evaluation Form