MINISTRY OF FORESTS, LANDS, NATURAL RESOURCE OPERATIONS AND RURAL DEVELOPMENT
Request for Qualifications

AVIATION SERVICES
Request for Qualifications No.  9333-1

Issue date:
April 1, 2018

List Termination Date:
March 31, 2021

Initial Submission date and time:
One (1) complete copy of each Response must be received by e-mail at the address indicated below before 2:00 PM Pacific Time on April 30, 2019

Contact person:
Leanne Ingham
SUPERINTENDENT AVIATION MANAGEMENT
BC WILDFIRE SERVICE
BCWS.PWCCaviation@gov.bc.ca
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</table>
1. **Overview of the Requirement**

1.1 The British Columbia Wildfire Service (BCWS) is tasked with managing wildfires through a combination of wildfire prevention, mitigation and suppression strategies, on both Crown and private lands outside of organised areas such as municipalities or regional districts.

The purpose of this Request for Qualifications is to qualify aviation services providers experienced in the following general Service Areas:

- Fixed Wing Aviation Services; and
- Rotary Wing Aviation Services.

1.2 Respondents should note the following:

(a) Respondents may respond to one, or more than one, of the Service Areas listed above in their Response.

(b) Based on its review of Responses the Province intends to establish a List of Qualified Suppliers for each Service Area. Eligible Respondents will be asked to sign a Framework Agreement in the form attached as Schedule A. Upon execution they will become Qualified Suppliers and will be placed on a List of Qualified Suppliers.

(c) Qualified Suppliers, on an “as, if and when requested” basis, may be contacted directly, or asked to compete, to enter into one or more Aviation Service Requests for the provision of the Services that they were deemed Qualified Suppliers for, as described in section 5. Where an unforeseeable Emergency exists and Services cannot be obtained in time by means of a competitive process, the Tariff Rate will apply.

(d) By submitting a Response to this RFQ, the Respondent is representing to the Province that it has (or its representatives have) carefully read and examined the Request for Qualifications and conducted such other investigations as were prudent and reasonable in preparing the Response.

2. **Request for Qualifications Definitions**

2.1 Throughout this Request for Qualifications, the following definitions will be used:

(a) “Aircraft” means the aircraft a Respondent proposes to use in the provision of the Services, and which meets the requirements set out in this RFQ.

(b) “Aviation Equipment” means a Respondent’s equipment which is required in providing the Services and which meets the requirements set out in this RFQ.

(c) “Aviation Service Request” or “ASR” means a written aviation service request form issued by a Requisitioning Ministry to a Qualified Supplier for the provision
of Services on the terms and conditions of the Framework Agreement and such aviation service request form;

(d) “BC Bid” means the electronic tendering service maintained by the Province;

(e) “BC Bid Website” means the website maintained by BC Bid at www.bcbid.ca, or any replacement website;

(f) “Competition Notice” means a notice issued by the Province to Qualified Suppliers, including a select list of Qualified Suppliers, inviting such Qualified Suppliers to compete for an opportunity to provide Services;

(g) “Emergency” means any situation in which there is an imminent and serious threat to human safety, Crown land or resources, Province or private property, or otherwise have the imminent potential to result in significant loss to the Province, and including situations of an urgent matter and where the Province determines the need to place aircraft on standby in anticipation of potential emergency or urgency;

(h) “Framework Agreement” means the agreement attached as Schedule A;

(i) “List of Qualified Suppliers” or “List” means a list of names of Qualified Suppliers who possess the qualifications described in this RFQ and that have satisfied any conditions set by the Province for being added to and staying on that list;

(j) “List Termination Date” means the date (including any modifications thereof) that marks the termination and end of the period of validity for any List established under this RFQ;

(k) “must”, or “mandatory” means a requirement that must be met in order for a Response to receive consideration;

(l) “Province” means Her Majesty the Queen in Right of the Province of British Columbia as represented by the Ministry of Forests, Lands, Natural Resource Operations and Rural Development;

(m) “Qualified Supplier” means a Respondent possessing the qualifications in a Service Area described in this RFQ, that has signed a Framework Agreement with the Province in respect of such Service Area and has been added to the List of Qualified Suppliers in such Service Area;

(n) “Respondent” means an individual or organization that submits, or intends to submit, a Response;

(o) “Response” means a statement of qualifications for a Respondent submitted in reply to this RFQ;

(p) “RFQ” or “Request for Qualifications” means the process described in this document;

(q) “Service Area” means a category of service described in this RFQ in respect of which a List will be established;

(r) “Services” means aviation services and other obligations described in any ASR and all other services and obligations of the Contractor set out in the Framework
Agreement or which are inherently, customarily or necessarily part of such services, and may include Emergency services, fire suppression aviation services, or any of the Specific Services;

(s) “should” or “desirable” means a requirement having a significant degree of importance to the objectives of this RFQ;

(t) “Specific Services” means the specific types of Services enumerated in section 4.1.1 and 4.1.2; and

(u) “Tariff Rate” means the rate indicated by a Respondent in its response to this RFQ, which represents the rate at which such Respondent would be willing to be paid for the provision of Emergency Services, and which would form the basis of certain other payments for Services under a Framework Agreement.

3. Request for Qualifications

3.1 Enquiries

All enquiries related to this RFQ are to be directed, in writing, to the contact person at the e-mail address on the front cover of this RFQ. Information obtained from any other source is not official and should not be relied upon. Do not contact the Ministry/agency involved unless indicated as the contact person. Enquiries and answers may be recorded and distributed to all Respondents at the Province’s option. The Province may choose in its sole discretion not to respond, respond in whole or in part, or reformulate questions in whole or in part. The Province may in its sole discretion choose whether to post any such questions (as reformulated) and responses to BC Bid.

3.2 Closing Date

One (1) complete electronic copy of each Response should be received before 2:00 PM, Pacific Time, on April 30, 2019 at the e-mail address on the front cover of this RFQ. Responses must not be sent by facsimile. Responses should be clearly marked with the name of the Respondent and the RFQ number.

Responses received after the date set out on the front cover of this RFQ will be dealt with under section 5.1.1.

3.3 Qualifications Review Committee

Review of Responses will be by a committee formed by the Province and may include employees and contractors of the Province.

3.4 Review, Selection and Framework Agreement

The qualifications review committee will check Responses against the mandatory criteria. Responses not meeting all mandatory criteria will be rejected without further consideration.
Successful Respondents will be asked to enter into a Framework Agreement with the Province. In order to be placed on the List of Qualified Suppliers, a Respondent must sign a Framework Agreement with the Province.

For greater certainty, the Province does not contemplate any negotiations with Respondents on the terms of the Framework Agreement.

3.5 Changes to Response Wording

The Respondent will not change the wording of its Response after the closing date and time specified on the front cover of this RFQ, and no words or comments will be added to the Response unless requested by the Province for purposes of clarification.

3.6 Respondent’s Expenses

Respondents are solely responsible for their own expenses in preparing a Response and for subsequent negotiations with the Province, if any. 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 the RFQ, any List of Qualified Suppliers, any Framework Agreement, or any other matter whatsoever.

3.7 No Agreement to Purchase Services

This RFQ is not an agreement to purchase Services. The Province is not bound to enter into an ASR with any Qualified Supplier. Responses will be assessed in light of the qualification review criteria. Notice in writing to a Respondent that it has been identified as a successful Respondent will neither constitute a Framework Agreement nor give the Respondent any legal or equitable rights or privileges relative to the service requirements described in this RFQ. Only if a Respondent and the Province enter into a Framework Agreement in substantially the form attached hereto as Schedule A will such Respondent become a Qualified Supplier and be eligible to enter into an ASR. The Province will be under no obligation to receive further information, whether written or oral, from any Respondent.

3.8 Definition of Contract

Notice in writing to a Respondent that it has been identified as being eligible to be a Qualified Supplier will neither constitute a contract nor give the Respondent any legal or equitable rights or privileges relative to the service requirements set out in this RFQ. Only if a Respondent and the Province enter into a Framework Agreement in substantially the form attached hereto as Schedule A will such Respondent become a Qualified Supplier and acquire any legal or equitable rights or privileges.

3.9 List of Qualified Suppliers Not Binding
A Qualified Supplier may withdraw its name from the List of Qualified Suppliers by notifying the Province in writing. The Province may withdraw a name of a Qualified Supplier from the List of Qualified Suppliers by notifying that Qualified Supplier in writing.

3.10 **Modification of Terms**

The Province reserves the right to modify the terms of this RFQ at any time in its sole discretion. This includes the right to cancel this RFQ or a List of Qualified Suppliers at any time without entering into a contract, the right to expand or contract the lists of Specific Services, and to modify the period of validity of the RFQ and a List of Qualified Suppliers.

3.11 **Ownership of Responses**

All documents, including 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*.

3.12 **Confidentiality of Information**

Information pertaining to the Province obtained by the Respondent as a result of participation in this RFQ is confidential and must not be disclosed without written authorization from the Province.

3.13 **Collection and Use of Personal Information**

Respondent 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 RFQ requires Respondents to provide the Province with personal information of employees who have been included as resources in response to this RFQ, Respondents will ensure that they have obtained written consent from each of those employees 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 RFQ and use by the Province for the purposes set out in the RFQ. 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.

3.14 **Additional Information on the RFQ**

Except as otherwise provided for in section 3.1, all subsequent information regarding this RFQ, including changes made to this document, will be posted on the BC Bid
Website. It is the sole responsibility of the Respondent to check for amendments and additional information on the BC Bid Website.

3.15 **Debriefing**

The Province will offer a debriefing to Respondents who did not make the List of Qualified Suppliers, on request, at a mutually agreeable time.

3.16 **Conflict of Interest**

A Response will not be evaluated if the Respondent’s (or any of its subcontractors, if any) current or past corporate or other interests may, in the Province’s sole discretion, give rise to an actual or potential conflict of interest. A Qualified Supplier may be removed from a List if the Qualified Supplier’s current or past corporate or other interests, or those of a proposed subcontractor, may, in the Province’s opinion, give rise to an actual or potential conflict of interest in connection with the Services described in the RFQ. By submitting a Response, a Respondent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFQ or any contract that may result from this RFQ.

3.17 **List Termination Date**

This RFQ and any Lists may be terminated, modified or extended by notice posted to the BC Bid. Unless terminated earlier, or extended, the RFQ and any List period of validity ends and is terminated on the List Termination Date indicated on the cover page of this RFQ.

3.18 **Trade Agreements**

Procurements of Services pursuant to this RFQ may be covered by:

(a) the WTO Agreement on Government Procurement;
(b) the Canada Free Trade Agreement;
(c) the Canada-European Union Comprehensive Economic and Trade Agreement;
(d) the New West Partnership Trade Agreement; and
(e) the Trade, Investment and Labour Mobility Agreement.

3.19 **Reservation of Rights**

In addition to any other discretionary rights or reservation of rights allowed to the Province, it reserves the right, in its sole discretion:

(a) to waive any non-material irregularity, defect or deficiency in a Response; and
(b) to exclude a Respondent from participation in the RFQ, at any point in the RFQ process, where there is supporting evidence, on ground of Respondent:

(i) bankruptcy;
(ii) false declaration;
(iii) significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts;
(iv) final judgments in respect of serious crimes or other serious offences;
(v) professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Respondent; or
(vi) failure to pay taxes.

4. Services

4.1 Service Areas

The following sub-sections list the Service Areas and details the types of Specific Services that the Province may require from Qualified Suppliers:

4.1.1 Fixed Wing Aviation Services

The Province may require the provision of Services, including Aircraft, flight crew and Aviation Equipment, each in accordance with the Mandatory Minimum Requirements set out in Appendix B2 and Appendix C2. Specific Services for Fixed Wing Aviation Services may include:

(a) Aerial Photography;
(b) Cargo Transport;
(c) Detection Patrol;
(d) Fish & Wildlife tracking/telemetry;
(e) Fish & Wildlife Survey;
(f) Float Plane (amphibious);
(g) Float plane (straight floats);
(h) GIS Mapping;
(i) GPS Mapping;
(j) Infrared Scanning
(k) LiDAR Mapping capable;
(l) Medevac;
(m) Paper trail;
(n) Personnel Transport;
(o) Ski Equipped; and
(p) Smokejumper operations.

4.1.2 **Rotary Wing Aviation Services**

The Province may require the provision of Services, including Aircraft, flight crew and Aviation Equipment, each in accordance with the Mandatory Minimum Requirements set out in Appendix B1 and Appendix C1. Specific Services for Rotary Wing Aviation Services may include:

(a) Aerial Application;
(b) Aerial Hoisting;
(c) Aerial Ignition – Helitorch;
(d) Aerial Ignition – AID Machine;
(e) Aerial Photography;
(f) Class D External Load;
(g) Cone/Scion Collection;
(h) Cargo Transport;
(i) Detection Patrol;
(j) Fish & Wildlife Tracking/Telemetry;
(k) Fish & Wildlife Survey;
(l) Float Capability;
(m) GIS Mapping
(n) GPS Mapping;
(o) HLCO R/W Birddog
(p) Helicopter Bucketing;
(q) Helicopter Tanking;
(r) Infrared Scanning;
(s) LiDAR Mapping Capable;
(t) Logging (Log Transport);
(u) Medevac;
(v) Night Vision Imaging Systems (NVIS) Aided Night VFR;
(w) Personnel Transport;
(x) Vertical Reference, work not covered in previous categories (e.g. moving drills, cement, etc.); and
4.1.3 Specific Services

By submitting in its response that the Respondent is capable of providing any Specific Service, the Respondent is representing to the Province that the Respondent has the Aircraft, Aviation Equipment and qualified flight crew required to provide such Specific Service. Notwithstanding the foregoing, Respondents should note that the Province, where required, will provide LiDAR recording equipment to be used for LiDAR Mapping, provided that the Aircraft proposed to be used for LiDAR Mapping is capable of utilizing such LiDAR recording equipment.

4.2 Pricing

Qualified Suppliers who provide Services under an ASR will be paid such fees and expenses, on the terms and conditions provided in the Framework Agreement, as are set out in the applicable ASR.

Respondents are required to provide a Tariff Rate in their Response in respect of Aircraft and Aviation Equipment. If the Province requires Services in relation to an Emergency, a Qualified Supplier who provides such Services will be paid at the Tariff Rate indicated in such Qualified Supplier’s Response.

4.3 Location and Facilities

Qualified Supplier personnel may be deployed to remote field locations and stay in remote camps. Payments, if any, for travel expenses will be on the terms and conditions set out in the Framework Agreement.

5. Use of List

5.1 Guidelines

The guidelines set out in this Section 5 regarding the use of the List of Qualified Suppliers are subject to change from time to time as the Province may deem necessary, without notice to the Qualified Suppliers on the List.

Without limiting the Province’s right in section 5.1.4 to select Qualified Suppliers to receive a Competition Notice, only Qualified Suppliers will receive Competition Notices under this RFQ.

5.1.1 The List of Qualified Suppliers will, unless modified in the sole discretion of the Province, be in effect until the List Termination Date.

5.1.2 The Province may, in its sole discretion, from time to time, use the List of Qualified Suppliers in connection with projects or assignments. The criteria for selecting Qualified
Suppliers for each project or task will vary, depending upon the requirements of the applicable project or task and could involve requiring a Qualified Supplier to have a certain demonstrated experience and proficiency level in one or more Specific Services depending on the specific requirements of the project or assignment. A Competition Notice will set out the criteria to be used to select a Qualified Supplier.

5.1.3 Qualified Suppliers may be contacted on an "as, if and when requested" basis and may be contacted directly or asked to compete on opportunities for the provision of Services in accordance with the selection methods set out in paragraphs 5.1.4 and 5.1.5, or as revised by the Province and communicated to all Qualified Suppliers from time to time. If a Qualified Supplier's requested Aircraft, flight crew, or Aviation Equipment is unavailable for a contemplated project or assignment, the Qualified Supplier may propose a substitute resource to the Province for evaluation and consideration, however the Province will be under no obligation to evaluate and consider such substitute resource.

5.1.4 The Province may issue a Competition Notice to a select number of Qualified Suppliers in respect of an opportunity for the provision of Services. The Province may select which Qualified Suppliers are eligible to receive such Competition Notice based on:

(a) ability to provide Specific Services;
(b) proximity of Qualified Supplier Aircraft, flight crew or Aviation Equipment to location where Services are required; and
(c) types of Aircraft, pilot qualifications and Aviation Equipment made available by a Qualified Supplier.

5.1.5 The Province may select a Qualified Supplier from the List using the following selection methods:

(a) Except as otherwise provided in section 5.1 and subject to the Province’s right in sub-section 5.1.4 to select eligible Qualified Suppliers to receive a Competition Notice, the Province will invite, by Competition Notice, Qualified Suppliers to compete to provide the Services described in such Competition Notice.

The Competition Notice will specify the service requirements of a particular project or assignment, as determined in the sole discretion of the Province, and the criteria upon which a Qualified Supplier will be evaluated or eligibility otherwise affected, which may include, without limitation, the Qualified Supplier’s pricing, and any of the criteria listed in section 5.1.4.

(b) Upon receiving the Competition Notice, in order to be eligible for the opportunity to provide Services as described therein, a Qualified Supplier will have not less than five (5) business days to submit a response in English to the Competition Notice in conformity with its requirements, including setting out the
Qualified Supplier’s proposed pricing to undertake providing the Services described in the Competition Notice.

Subject to any reservation of rights set forth in the Competition Notice, the successful Qualified Supplier will be invited to accept an ASR for the Services described in the Competition Notice.

(c) Notwithstanding subparagraphs a) and b), the Province may directly negotiate a contract with a Qualified Supplier where one of the following exceptional conditions applies:

(i) only one available Qualified Supplier is qualified to provide the Services;

(ii) an unforeseeable Emergency exists and the Services could not be obtained in time by means of a competitive process and, in such instances, Tariff Rate will apply;

(iii) a competitive process would interfere with the Province's ability to maintain security or order or to protect human, animal or plant life or health;

(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; or

(v) other allowed grounds for limited tendering that may be provided for by any trade agreements listed in section 3.18 of this RFQ.

5.1.6 Qualified Suppliers will immediately, during the period that the List is in effect, advise the Province of any material changes to the information contained in their Response.

5.1.7 The Province has the sole discretion to remove a Qualified Supplier from the List of Qualified Suppliers for unsatisfactory performance by a Qualified Supplier in an ASR or for failing to meet the requirements for staying on the List of Qualified Suppliers as set out in this RFQ or as may be communicated by the Province from time to time.

5.1.8 The Province has no obligation to:

(a) inquire as to the availability of substitute Aircraft, flight crew, or equipment when advised by a Qualified Supplier that the Aircraft, flight crew, or equipment named on the List is not available for a particular assignment;

(b) evaluate or accept any substitute Aircraft, flight crew, or equipment proposed by a Qualified Supplier;

(c) enter into an ASR with any one or more Qualified Suppliers; or

(d) invite any one or more Qualified Suppliers to participate in competitive processes for an ASR.
5.1.9 The Province reserves the right, in its sole discretion, to:

(a) employ open competitions that include suppliers external to the List of Qualified Suppliers;
(b) otherwise engage suppliers external to the List of Qualified Suppliers in connection with any project required by the Province; and
(c) at any time, cancel, extend, expand or make a call to the market-place to renew the List of Qualified Suppliers.

5.1.10 The Province may not necessarily select the Qualified Supplier offering the lowest rates and may also review the qualifications or other criteria required for a specific project.

5.1.11 The Province may, in its sole discretion, consider subsequent requests for inclusion on the List of Qualified Suppliers after the Initial Submission date listed on the cover page of this RFQ and during the term of a List. Any such requests will be subject to those Respondents submitting their qualification information for review in the same manner as outlined in this RFQ (as the same may be modified or refreshed). Any such requests will be evaluated and considered within a reasonably short period of time, allowing the Province to reasonably and practicably convene an appropriate evaluation committee to evaluate any such Response.

6. Qualifications Review Criteria

6.1 Mandatory Criteria

The following are mandatory requirements. Responses not clearly demonstrating that they meet them will receive no further consideration during the evaluation process.

<table>
<thead>
<tr>
<th>Mandatory Criteria</th>
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<tbody>
<tr>
<td>(a) The Response must be submitted electronically to: <a href="mailto:BCWS.PWCCaviation@gov.bc.ca">BCWS.PWCCaviation@gov.bc.ca</a></td>
</tr>
<tr>
<td>(b) The Response must be in English.</td>
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<tr>
<td>(c) The Response must include the forms identified in section 7 as mandatory.</td>
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</table>

6.2 Qualifications Review Stages

Stage 1
Responses will be checked for compliance with the Mandatory Criteria. Responses that do not meet the mandatory requirements will receive no further consideration.

Stage 2
Successful Respondents will be invited to enter into a Framework Agreement, and unsuccessful respondents will be notified that they were not successful.
7. **Response Details**

7.1 **Format and Sequence**

Responses are to be submitted in the following format and sequence to ensure that they receive full consideration during evaluations and that the evaluations themselves may be handled in an efficient and consistent manner. Each Appendix should be submitted as a separate pdf file and named with reference to the Appendix title as listed below.

Appendix D is only required if the Respondent intends to use specialty Aviation Equipment in the course of providing Specific Services.

In the case of Appendix E, separate pdf files should be submitted for each pilot. All pages should be consecutively numbered.

<table>
<thead>
<tr>
<th>Appendix</th>
<th>Mandatory for Rotary Wing Aviation Services</th>
<th>Mandatory for Fixed Wing Aviation Services</th>
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<tbody>
<tr>
<td>Appendix A1 – Commercial Air Carrier Data Rotary Wing Services.</td>
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<tr>
<td>Appendix A2 – Commercial Air Carrier Data Fixed Wing Services.</td>
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<tr>
<td>Appendix B1 – Confirmation of Mandatory Minimum Rotary Wing Aircraft and Equipment</td>
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<tr>
<td>Appendix B2 – Confirmation of Mandatory Minimum Fixed Wing Aircraft and Equipment</td>
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<td>✓</td>
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<tr>
<td>Appendix C1 – Confirmation of Mandatory Minimum Rotary Wing Pilot Qualifications</td>
<td></td>
<td>✓</td>
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<tr>
<td>Appendix C2 – Confirmation of Mandatory Minimum Fixed Wing Pilot Qualifications</td>
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<td>✓</td>
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<tr>
<td>Appendix D – Ancillary Equipment</td>
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<tr>
<td>Appendix E1 – Pilot Information – Rotary Wing (complete and submit, as a separate pdf file, one for each pilot)</td>
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<tr>
<td>Appendix E2 – Pilot Information – Fixed Wing (complete and submit, as a separate pdf file, one for each pilot)</td>
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<tr>
<td>Appendix F1 – Tariff Rates Rotary Wing</td>
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<td>Appendix F2 – Tariff Rates Fixed Wing</td>
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<td>✓</td>
</tr>
<tr>
<td>Appendix G – Radio Access</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>Appendix H - (FIN 173) Certificate of Insurance</td>
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</tbody>
</table>
Schedule A: Framework Agreement

Attached to BC Bid competition at www.bcbid.ca