



Ministry of
Forests, Lands and
Natural Resource Operations

Standing Offer Aircraft Services

FILE/STANDING OFFER NO: 1070-20/AS17BCWS-	THIS STANDING OFFER DATED FOR REFERENCE THE __ DAY OF _____, 2017.
PROJECT DESCRIPTION: AVIATION SERVICES	

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Forests, Lands and Natural Resource Operations:

**BC Wildfire Service
3080 Airport Road
Kamloops, British Columbia V2B 7X2
Phone Number: (250) 312-3010
Fax Number: (250) 554-5468**

(the "Province")

AND:

Full LEGAL name of Individual or Company:

_____ *(please print clearly)*

Physical & Mailing Address (including Postal Code):

Phone No. _____ **After Hours Phone No.** _____

Facsimile Number: _____

E-mail Address: _____

Corporate Business No: _____ **WorkSafeBC No.** _____

(the "Offeror")

The Offeror and the Province referred to herein as the "Parties"

WHEREAS:

- A. The Province requires the Services on an as, if and when requested basis with no guarantee any request for Services will be made to the Offeror.
- B. The Offeror offers to supply as, if and when requested, the Services.
- C. The Offeror is duly licensed, and has the skill, experience and know-how, to operate and provide the Aircraft, Aviation Equipment, and Services as described in this SO.

Accordingly, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

1.1 In this Standing Offer, unless the context otherwise requires:

- (a) **“Affected Party”** means a Party prevented from performing its obligations in accordance with a Contract by an Event of Force Majeure;
- (b) **“Aircraft”** means any or all aircraft, described in Schedule A and meeting the specification set out in the Request for Standing Offer;
- (c) **“Aviation Equipment”** means the Offeror’s equipment meeting the specifications set out in the Request for Standing Offer and which is required in providing various Aviation Services, and any other such equipment approved by the Province for use in providing Services;
- (d) **“Aviation Occurrence”** means an aviation occurrence as defined and detailed in the Transport Canada Aeronautical Information Manual (TC AIM);
- (e) **“Aviation Service Request”** or **“ASR”** means a written aviation service request form to provide the Services issued by a Requisitioning Ministry to an Offeror against this SO for the provision of a specified quantity of Services at the prices or Tariff Rates set out in Schedule B or in the aviation service request, as applicable;
- (f) **“BC Wildfire Service”** or **“BCWS”** means the branch of the Ministry of Forests, Lands, and Natural Resource Operations that is responsible for administering this SO on behalf of the Province;
- (g) **“BCWS Travel Rates”** means a predetermined flat rate for accommodations, meals and ground transportation, as set out in the Request for Standing Offer;
- (h) **“Business Day”** means a day, other than a Saturday or Sunday or statutory holiday, on which Provincial government offices are open for normal business in British Columbia;
- (i) **“Contract”** means the contract, comprised of the RSO, this SO, and the applicable ASR and any additional terms agreed to by the Parties pursuant to Article 5.1(b) of this SO, that is formed when a Requisitioning Ministry issues an ASR and the Offeror accepts the request to provide the Services described in the ASR;
- (j) **“Contract Price”** means the rate or total bid price submitted by the Offeror for non-emergency services and which is payable to the Offeror for satisfactory performance of the Services, as set out in an ASR;
- (k) **“Contractor”** means an Offeror who is in receipt of and has accepted an ASR;
- (l) **“Event of Force Majeure”** means a natural disaster, fire, flood, storm, epidemic or power failure, war (declared and undeclared), insurrection or act of terrorism or piracy, strike (including illegal work stoppage or slowdown) or lockout, or a freight embargo if such event prevents a Party from performing its obligations in accordance with a Contract and is beyond the reasonable control of that Party;

- (m) **“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;
- (n) **“Fire Centre”** means an operational area of the BCWS;
- (o) **“Flight Ticket”** means the daily flight slips that contain all the details necessary to support charges incurred for each day and signed by a Requisitioning Ministry Representative;
- (p) **“Letter of Authority”** or **“LoA”** means a letter provided by the Province to the Offeror to operate on Natural Resource Sector radio frequencies;
- (q) **“Maintenance Manuals”** means the Offeror’s Transport Canada approved Maintenance Control and Maintenance Procedures Manuals detailing the Aircraft operated by the Offeror, the maintenance criteria, procedures and schedule for each Aircraft and the personnel responsible for maintenance, inspection and quality control;
- (r) **“Offeror”** means that Party indicated as the Offeror on the face page of this SO;
- (s) **“Offeror Representative”** means the representative and designated back-up assigned, as described in Appendix A, by the Offeror, pursuant to Articles 8.4, 8.5 and 8.6 of this SO, to administer this SO and any Contracts entered into;
- (t) **“Operations Manual”** means the Offeror’s Transport Canada approved document detailing the Offeror’s operating procedures and includes any amendments to the same as required by law;
- (u) **“Parties”** means, collectively, the Province and the Offeror and **“Party”** means any one of them;
- (v) **“Point of Hire”** means the location where the Aircraft commences work in order to provide the Services as assigned by the Requisitioning Ministry and where flight time and related charges commence;
- (w) **“Project”** means a work assignment to be carried out together with all pieces of equipment and resources required for a specified, pre-determined work activity, consisting of Services, and at specific location(s). A project is defined by the nature of the work as specified in an ASR;
- (x) **“Province”** means Her Majesty the Queen in Right of the Province of British Columbia;
- (y) **“Provincial SO Representative”** means an individual designated from time to time by BCWS to administer this SO on behalf of the Province;
- (z) **“Request for Standing Offer”** or **“RSO”** means the request for standing offer No. AS17BCWS, **2017 FLNRO Request for Standing Offer Aviation Services** used to establish this Standing Offer;
- (aa) **“Requisitioning Ministry”** means a ministry that issues an ASR against this SO;
- (bb) **“Requisitioning Ministry Representative”** means an individual designated by a Requisitioning Ministry to administer a Contract on its behalf pursuant to Articles 8.1 and 8.2;
- (cc) **“Services”** means the provision of aviation services which may include Emergency, non-emergency or Project flying services, in each case provided in accordance with the minimum specifications set forth in Schedule A and as described in Schedule D and Schedule E, as applicable, and as specified further in an ASR issued to an Offeror;
- (dd) **“Service Period”** means that period, indicated on an ASR, during which the Services are provided;
- (ee) **“SO Term”** means the term described in Article 3.1 and represents the period which this SO will be in effect and includes any extension or renewal periods;

- (ff) **“Standing Offer”** or **“SO”** means this agreement made between the Offeror and the Province and includes all Schedules and Appendices attached hereto;
- (gg) **“Tariff Rate”** means the rate paid for all Emergency flying and may also be the basis in which a Requisitioning Ministry may draw or adapt from for non-emergency flying as set out in Schedule B;
- (hh) **“Training Manual”** means the Offeror’s Transport Canada approved document detailing the flight crew criteria, procedures and schedules and includes any amendments to the same as required by law; and
- (ii) **“Travel Status”** means travel necessarily incurred by the Contractor in the performance of the Services in BC and that is pre-approved by a Requisitioning Ministry.

1.2 If any of the words in Article 1.1 are used in any other schedule to this SO or Contract document, they shall have the same meaning as in this document unless the context dictates otherwise.

1.3 Unless otherwise specified, reference to “Province”, “we”, “us”, or “our” means Her Majesty the Queen in Right of The Province of British Columbia.

ARTICLE 2 STANDING OFFER DOCUMENTS AND MODIFICATIONS

Documents

2.1 The attached schedules are applicable to and form an integral part of this SO:

Schedule	Title
Schedule A	Services
Schedule B	Prices/Payment
Schedule C	Insurance
Schedule D	General Aviation Services- Additional Terms
Schedule E	Fire Suppression Aviation Services - Additional Terms
Appendix A	Form of Aviation Service Request
Appendix B	Travel Expenses Payable to Service Contractors
Appendix C	BC Wildfire Service Aviation Communication Protocol
Appendix D	BC Wildfire Service List of Aviation Representatives

Amending Documents

2.2 No modification of this SO is effective unless it is in writing and signed by, or on behalf of, the Province and the Offeror.

Conflict Between Documents

2.3 The terms and conditions of this SO will govern each ASR and Contract. If there is a conflict or inconsistency between this SO and an ASR, the order of precedence will be, in the absence of any express statement made to the contrary in the ASR, this SO and then the ASR. For the purposes of clarity, if there is a conflict or inconsistency between this SO and an ASR, the ASR will take precedence only if and to the extent that such ASR expressly states that it amends this SO. If there is a conflict or inconsistency between this SO and the RSO, the order of precedence will be this SO and then the RSO.

ARTICLE 3 TERM OF STANDING OFFER AND COMMENCEMENT OF SERVICES

3.1 The term of this SO begins on the date first written above and ends on March 31, 2018, unless the Offeror withdraws from this SO in accordance with Article 7.1, the SO is terminated under Article 17, or the SO is renewed in accordance with Article 3.3.

3.2 The Offeror shall not conduct any Services until a Requisitioning Ministry requisitions the Offeror to commence Services pursuant to Article 6.

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

ARTICLE 4 STANDING OFFER - GENERAL

- 4.1 The Offeror makes the offer set out in this SO on the following understandings:
- (a) the establishment of this SO does not oblige the Province or any Requisitioning Ministry to authorize or order any Services from the Offeror, and the Province makes no commitment as to the number or the value of Services that may be requested from the Offeror over the SO Term;
 - (b) a Contract is formed only when the Offeror accepts an ASR issued by a Requisitioning Ministry;
 - (c) an ASR will form a Contract only for those Services in respect of which an ASR has been issued by a Requisitioning Ministry, provided always the ASR is made in accordance with the provisions of this SO;
 - (d) a Contract will be on the terms and conditions set out in this SO and any attached schedules and, if applicable, any further terms and conditions of an ASR entered into between a Requisitioning Ministry and the Offeror pursuant to Article 5.1(b);
 - (e) the Province reserves the right to procure Services by any other means, including the use of other agreements, or by other procurement or contracting methods;
 - (f) the Offeror will promptly provide the Provincial SO Representative written notice of any additions or deletions to the list of Services it offered to provide in its response under the Request for Standing Offer and, notwithstanding the foregoing, the Offeror acknowledges that where the Offeror makes additions to the list of Services offered, such additions will be subject to review and acceptance by the Province at the Province's sole discretion;
 - (g) the Offeror will advise the Province in writing, on the appropriate appendix attached to the RSO, prior of any changes to pilot, Aviation Equipment or Aircraft that was approved under this SO and will not allow a pilot to fly any Aircraft in the provision of Services without prior approval of the Province. Failure to notify the Province may result in immediate cancellation of this SO, a Contract and/or disqualification of that Contractor in a future competition; and
 - (h) This SO is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

ARTICLE 5 STANDING OFFER – REQUISITIONING MINISTRIES

- 5.1 With respect to requests for Services by Requisitioning Ministries, the Offeror acknowledges and understands that:
- (a) Requisitioning Ministries are solely responsible for all payments and other obligations to the Offeror incurred through making a Contract against the SO;
 - (b) A Requisitioning Ministry will have the option of negotiating terms and conditions under an ASR to the extent necessary to address the Requisitioning Ministry's specific Service requirements;
 - (c) For Emergency Service requirements, a Requisitioning Ministry will apply the Tariff Rate for payment purposes in accordance with Schedule B; and
 - (d) For non-Emergency Service requirements and as per Part B, Section 2.0 of the Request for Standing Offer, a Requisitioning Ministry reserves the right to use a competitive solicitation process for a specially identified Project by select invitation to persons issued a standing offer under the Request for Standing Offer.

ARTICLE 6 SERVICE REQUEST MECHANISM

- 6.1 The ASR form shown in Appendix A will be the mechanism used to request Services by a Requisitioning Ministry.
- 6.2 Any Contract or modification to an issued Contract, contemplated by this SO, to be effective must be confirmed in writing and signed by the Parties and delivered to each of them using a method described in Article 19.
- 6.3 Where an ASR is issued as a result of a competitive bid process, the Offeror must confirm receipt of the ASR to the Requisitioning Ministry identified on the ASR by the same method as which it was delivered to the Offeror.
- 6.4 If a Requisitioning Ministry establishes a Contract with the Offeror prior to the expiry of this SO and receives the Services under the Contract, then the Requisitioning Ministry will pay to the Offeror the amounts payable as described in Schedule B or the Contract, as applicable.
- 6.5 Time is of the essence in any Contract and, without limitation, will remain of the essence after any modification or extension, whether or not expressly restated in any document effecting the modification or extension.

ARTICLE 7 NOTIFICATION OF WITHDRAWAL

- 7.1 In the event the Offeror wishes to withdraw this SO, the Offeror shall provide no less than thirty (30) days' written notice to the Province, and such withdrawal of this SO will not be effective until:
- (a) receipt of such notification by the Provincial SO Representative; and
 - (b) the above mentioned notice period has expired.
- 7.2 The Offeror will fulfil any Contract entered into before the expiry of the notice period set out in Article 7.1, unless otherwise agreed to by the Offeror and the applicable Requisitioning Ministry.

ARTICLE 8 PARTY REPRESENTATIVES

Requisitioning Ministry Representative

- 8.1 The Province shall appoint a Provincial SO Representative who has full authority to act on behalf of the Province in connection with this SO, and a Requisitioning Ministry shall appoint a Requisitioning Ministry Representative who has the full authority to act on behalf of the Requisitioning Ministry with respect to an ASR.
- 8.2 The Requisitioning Ministry will notify the Offeror of the Requisitioning Ministry Representative at the time of the execution of the ASR and shall confirm this in writing within the ASR.
- 8.3 The Requisitioning Ministry Representative may require the Offeror to do anything necessary to satisfy the Requisitioning Ministry Representative that the Services are being performed in accordance with a Contract.

Offeror Representative

- 8.4 The Offeror shall appoint an Offeror Representative, fluent in English, who shall have full authority to act on behalf of the Offeror in connection with the Services and the ASR and who shall have the power and capacity to enter into a Contract. The Offeror Representative will be available during Business Days or available 24/7 during Emergency Services.
- 8.5 Upon entering into this SO, the Offeror shall notify the Province in writing of the Offeror Representative, including, at a minimum, the following contact information:

Name and Title: _____
E-mail Address: _____
Phone: _____ 24/7 Phone: _____

8.6 If, in the reasonable opinion of the Province, the Offeror's Representative is not suitably experienced or is unable to properly supervise the Services or communicate with the Provincial SO Representative or a Requisitioning Ministry Representative, then the Offeror shall, upon receipt of written notice from the Province, replace that representative and immediately notify the Province of the new Offeror Representative and contact information set out in Article 8.5.

ARTICLE 9 REPRESENTATIONS AND WARRANTIES

9.1 The Offeror represents and warrants to the Province as follows:

- (a) All information, statements, documents and reports furnished or submitted to the Province in connection with this SO and the RSO are in all material respects true and correct.
- (b) The Offeror has, and will have throughout the SO Term, sufficient trained staff, facilities, materials, appropriate equipment and employment agreements in place and available to enable it to fully perform the Services.
- (c) The Offeror holds, and will hold throughout the SO Term, all permits, licenses, certificates approvals and statutory authorities issued by any government or government agency that are necessary for the performance of its obligations under this SO and any resulting Contract.
- (d) If the Offeror is not an individual:
 - i. Offeror has the power and capacity to enter into this SO and any resulting Contract and to observe, perform and comply with the terms of this SO and any resulting Contract, and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this SO by, or on behalf of, Offeror; and
 - ii. This SO has been legally and properly executed by, or on behalf of, Offeror and is legally binding upon and enforceable against Offeror in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.
- (e) Where the Offeror is incorporated or organized under the laws of a jurisdiction other than British Columbia, it is registered with the BC Registrar of Companies as an extra-provincial company if required to do so under the *Business Corporations Act*.
- (f) Each member of the Offeror's workforce who will perform any Services is either a Canadian citizen, a permanent resident of Canada, or holds a valid employment or work visa from the Government of Canada.

ARTICLE 10 OFFEROR OBLIGATIONS

10.1 Unless otherwise agreed in writing, the Offeror is responsible for all charges, costs, expenses, and contingencies necessary to fulfill its legal obligations and for the efficient operations of the Aircraft and Aviation Equipment required for the performance of the Services. The Offeror must supply and pay for all labour, materials, equipment, tools, fees, facilities, and approvals and licences necessary or advisable to perform its obligations under this SO and any Contract.

- 10.2 The Offeror will provide, instruct, maintain, and supervise at all times, a sufficient number of qualified personnel to enable timely and proper performance and completion of the Services. All such persons shall be competent, English literate, efficient and qualified by education, training, and experience to carry out the tasks to which each is assigned.
- 10.3 In the performance of the Offeror's obligations under this SO and any Contract, the Offeror must comply with all applicable laws, including equipping, operating and maintaining all Aircraft and Aviation Equipment in accordance with Canadian and British Columbia laws and regulations.
- 10.4 To satisfaction of the Province, the Offeror must:
- (a) Perform the Service to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services requested herein;
 - (b) Comply with all the standards, practices, procedures and specifications set out in the Operations Manual and those set out in the Maintenance Manuals for the maintenance of all Aircraft;
 - (c) Ensure that the Aircraft and Aviation Equipment is serviced, repaired, overhauled, tested, improved and maintained in a safe and airworthy state of condition at all times and in accordance with the manufacturers' recommended standards and maintenance programs and the federal/provincial regulations and the Maintenance Manuals;
 - (d) Secure and maintain in good standing all necessary approvals and certificates for the Aircraft, flight crew and Aviation Equipment required in the performance of aviation services; and
 - (e) Ensure that all Aircraft maintenance is performed by Aircraft Maintenance Engineers (AME) fully qualified and licensed in accordance with current Transport Canada requirements.

Cooperation with Other Contractors

- 10.5 Where, in the reasonable opinion of the Province, it is necessary for another Contractor to be sent into or adjacent to a Project location in which the Offeror is also working or operating under a Contract, the Offeror shall cooperate with the Province and the other contractor.
- 10.6 Upon becoming aware of any apparent deficiencies in any other persons work which would affect the Services, Offeror shall promptly report such deficiencies in writing to the Requisitioning Ministry Representative.

ARTICLE 11 PAYMENT

- 11.1 If the Offeror complies with the terms of this SO and any Contract, the Province will pay the Offeror:
- (a) at the rates and times described in Schedule B or an ASR, as applicable;
 - (b) the expenses, if any, in accordance with Schedule B or an ASR, as applicable, if they are supported and in the Province's opinion, necessarily incurred by the Offeror in providing the Services; and
 - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in Paragraphs (a) and (b) above.

The Province is not obliged to pay the Offeror more than the maximum amount or the dollar limit specified in the Contract.

- 11.2 In order to obtain payment of any fees or expenses, if any, under a Contract or other solicitation method, the Offeror must submit written statements of account and accompanying Flight Tickets signed by the Requisitioning Ministry for payment to the Requisitioning Ministry in a form satisfactory to it, but no sooner than the dates referred to in Schedule B.
- 11.3 The Province's obligation to pay money to the Offeror is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available for the particular Contract in the fiscal year of the Province during which payment becomes due.

- 11.4 Unless otherwise specified in this SO, all references to money are to Canadian dollars.
- 11.5 If the Offeror is not a resident in Canada (within the meaning of the *Income Tax Act*), the Offeror acknowledges that the Province may be required by law to withhold income tax from the fees payable and then to remit that tax to the Receiver General of Canada on the Offeror's behalf.
- 11.6 Without limiting Article 12.1, the Offeror must not, in relation to performing its obligations under this SO and a Contract, commit or purport to commit to the Province to pay any money except as may be expressly provided for in a Contract.
- 11.7 The Offeror must:
- (a) Apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Offeror as a result of this SO or a Contract that the Province has paid or reimbursed to the Offeror or agreed to pay or reimburse to the Offeror under this SO; and
 - (b) Immediately on receiving, or being credited with any amount applied for under paragraph (a) remit that amount to the Province.

ARTICLE 12 INDEMNITY AND INSURANCE

Indemnification

- 12.1 The Offeror must and will indemnify and save harmless the Province and its employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense (each a "**Loss**") that the Province or any of its employees or agents may sustain, incur, suffer or be put to at any time, either before or after this SO or a Contract ends, to the extent the Loss is directly or indirectly caused or contributed to or results from:
- (a) Any act or omission by the Offeror or by any of its agents, employees, officers, directors or in connection with provision of Services; or
 - (b) Any representation or warranty made by the Offeror being or becoming untrue or incorrect.
- 12.2 Subject to Article 12.4, the Province will indemnify and save harmless the Offeror, its servants and employees from and against any Loss that the Contractor may sustain, suffer or incur as a result of any damage to any vehicle, equipment or manmade structure that is occupying forest or range lands that is being threatened by, adjacent to, or within the boundaries of a wildfire (an "**Improvement**") to the extent such Loss is directly caused by, arising from or resulting from the dropping of fire retardants, water, foam and other fire control chemical suppressants from the Aircraft by the Contractor or its agents, servants or employees in provision of Services in the vicinity of Improvements, where such actions are:
- (a) carried out at the direction of the Province; and
 - (b) not negligently performed by the Offeror.
- 12.3 Notwithstanding Article 12.2, the Province shall not be responsible for loss or damage occurring to the Offeror's property, including but not limited to Aircraft and Aviation Equipment, regardless of how, when or where the damage occurs and, in signing this SO, the Offeror relieves the Province and its employees and agents from any and all responsibility for such loss or damage.
- 12.4 The Offeror, in the event of any Loss suffered or anticipated to be suffered, shall take all reasonable steps to prevent any such Loss or further Loss from occurring, including removal of the property.

Insurance

- 12.5 It is solely the Offeror'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 Schedule C Insurance, which may be modified from time to time or changed to address a Requisitioning Ministry's specific requirements, pursuant to Article 5.1(b).
- 12.6 Upon request of the Province, the Offeror shall file with the Province evidence of insurance coverage in accordance with the Schedule C Insurance.

Workers Compensation Coverage

- 12.7 Without limiting the generality of any other provision of this SO, the Offeror must comply with all applicable occupational health and safety laws in relation to the performance of its obligations under this SO and a Contract, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.
- 12.8 At the Offeror's own expense, and where required under *Workers Compensation Act* in British Columbia, the Offeror must obtain WorkSafeBC coverage for all workers and any shareholders, directors, partners or other individuals employed or engaged in the performance of the Services.
- 12.9 If the Offeror is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* in British Columbia, it must apply for and maintain Personal Optional Protection under the *Workers Compensation Act*.
- 12.10 The Offeror is responsible for all fines, levies, penalties and assessments made or imposed under the *Workers Compensation Act* and regulations relating in any way to the Services.
- 12.11 Upon the Province's request the Offeror must provide evidence of its compliance with Articles 12.7, 12.8 and 12.9.

ARTICLE 13 PRIVACY, SECURITY AND CONFIDENTIALITY

- 13.1 The Offeror must comply with the terms of any Privacy Protection Schedule that the Province may ask the Offeror to enter into from time to time.
- 13.2 The Offeror must make reasonable security arrangements to protect any information or material received by the Province from unauthorized access, collection, use, disclosure, alteration, or disposal and comply with the terms of any Security Schedule that the Province may ask the Offeror to enter into from time to time.
- 13.3 The Offeror must treat as confidential all information received by the Province and all other information accessed or obtained (whether verbally, electronically or otherwise), and not permit its disclosure or use without the Province's prior written consent except:
- (a) As required to perform the obligations under this SO or a Contract or to comply with applicable laws; or
 - (b) If it is information that is generally known to the public other than as a result of a breach of this SO or a Contract or any similar obligation that a third party may owe to the Province.
- 13.4 Any public announcement relating to this SO or a Contract will be arranged by the Province and the Province has no obligation to consult with or seek approval from the Offeror in advance of such public announcement.
- 13.5 The Offeror must not, without the Province's prior written approval, refer for promotional purposes to the Province as customer or the Province having entered into this SO or a Contract.

ARTICLE 14 AUDIT AND INSPECTION

- 14.1 The Offeror must deliver current, up-to-date copies of the Operations Manual, Maintenance Manuals, Training Manual and other such manuals or proof of pilot competencies to the Province upon request.
- 14.2 The Offeror must grant to the Province, its servants, employees and agents access to the technical maintenance and flight records respecting the Services, this SO, or a Contract at all reasonable times for the purpose of inspections.
- 14.3 The Offeror must grant to the Province, its servants, employees and agents the right to inspect the Aircraft and Aviation Equipment.
- 14.4 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at its sole discretion and expense, at any reasonable time and on reasonable notice to the Offeror, to conduct an audit of the technical, maintenance and flight records respecting the Services or this SO, including the right to inspect and take copies of such records. In respect to such audits the Offeror will fully cooperate with the Province in conducting the audit.

ARTICLE 15 FORCE MAJEURE

- 15.1 An Affected Party is not liable to the other Party for any failure or delay in the performance of the Affected Party's obligations under a Contract resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of Article 15.2.
- 15.2 An Affected Party must promptly notify the other Party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

ARTICLE 16 NON-COMPLIANCE WITH STANDING OFFER OR AVIATION SERVICE REQUEST

- 16.1 An "Event of Default" means any of the following, whether any such event be voluntary, involuntary or result from the operation of law or any judgment or order of any court or administrative body:
- (a) The Offeror's failure to observe, perform or comply with any provision of this SO or a Contract;
 - (b) Any representation or warranty made by the Offeror in this SO or Contract is untrue or incorrect at any time;
 - (c) The Offeror fails to furnish and give to the Province notice that there has occurred, or is continuing, a default under this SO or a Contract including specifying particulars of the same;
 - (d) Without limiting Article 4.1(f) and (g), a change occurs to the Offeror's business or operations, including property assets and conditions (financial or otherwise), which in the reasonable opinion of the Province, materially and adversely affects Offeror's ability to fulfil any of its obligations or provide the Services; or
 - (e) An "Insolvency Event" occurs in respect of the Offeror, which means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for Offeror's liquidation or winding up;
 - (ii) Offeror commits an act of bankruptcy, make an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
 - (iii) a bankruptcy petition is filed or presented against Offeror or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by Offeror;
 - (iv) a compromise or arrangement is proposed in respect of the Offeror under the *Companies' Creditors Arrangement Act* (Canada);

(v) a receiver or receiver-manager is appointed for any of the Offeror's property; or

(vi) Offeror ceases, in the Province's reasonable opinion, to carry on business as a going concern.

- 16.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) By written notice to Offeror, if the Event of Default is one that can be cured, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) Pursue any remedy or take any other action available to the Province at law or in equity; or
 - (c) By written notice to Offeror, terminate this SO or a Contract with immediate effect or on a future date specified in the notice, subject only to the expiration of any time period specified in a notice given under Article 17.2(a).
- 16.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.
- 16.4 If the Offeror becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, Offeror must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this Article as to the occurrence of an Event of Default must also specify the steps Offeror proposes to take to address, or prevent recurrence of, the Event of Default.

ARTICLE 17 TERMINATION

- 17.1 In addition to the Province's right to terminate this SO or a Contract under Article 16.2(c), the Province reserves the right to:
- (a) At the Province's sole discretion and for any reason, terminate this SO upon providing at least five (5) days written notice to the Offeror; or
 - (b) At the Province's sole discretion and for any reason, terminate any Contract upon providing at least five (5) days written notice to the Contractor.
- 17.2 Unless otherwise provided, in the event of termination of a Contract under Article 17.1(b):
- (a) the Province will, within thirty (30) days of such termination, and upon submission of an acceptable invoice, pay any unpaid portion of the Contract Price and any reimbursable expenses, if any, which corresponds with the portion of the Services that was completed to our satisfaction prior to termination of the Contract;
 - (b) The Province will provide written notice within thirty (30) days of termination, notifying Offeror of any amounts owed to the Province due to incomplete or unsatisfactory work; and
 - (c) Contractor must, within thirty (30) days of receipt of the notice under 17.2(b), repay the Province any portion or amount of the Contract Price or any expenses paid prior to termination of the Contract as outlined in that notice.
- 17.3 The payment described in Article 17.2(a) discharges the Province from all liability to make further payments to the Contractor.

ARTICLE 18 DISPUTE RESOLUTION

- 18.1 In the event of any dispute between the Parties arising out of or in connection with this SO or a Contract, the following dispute resolution process will apply unless the Parties otherwise agree in writing:
- (a) The Parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) If the dispute is not resolved through collaborative negotiation within fifteen (15) Business Days of the date the dispute first arose, the Parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
 - (c) If the dispute is not resolved through mediation within thirty (30) Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act* (British Columbia).
- 18.2 Unless the Parties otherwise agree in writing, an arbitration or mediation under Article 18.1 will be held in Victoria, British Columbia.
- 18.3 Unless the Parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the Parties must share equally the costs of a mediation or arbitration under Article 18.1 other than those costs relating to the production of expert evidence or representation by counsel, which costs shall be borne by each Party as incurred.

ARTICLE 19 GENERAL

- 19.1 Any notice or document contemplated, to be effective, must be in writing and delivered by, and will be deemed to be received, as follows:
- (a) Hand delivered to the Party's representative identified in accordance with Article 8, in which case it will be deemed to be received on the day of its delivery;
 - (b) Delivered by prepaid post to the Party's address specified on the first page of this SO, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing;
 - (c) Delivered by courier service to the Party's address specified on the first page of this SO, in which case it will be deemed received on the actual date of delivery as evidenced by courier receipt and tracking confirmation; or
 - (d) Delivered by facsimile or electronic transmission to the Party's representative identified in accordance with Article 8, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received at the start of normal business hours on the next Business Day.
- 19.2 Either Party may from time to time give notice to the other Party of a substitute address, Email address, or fax number, which from the date such notice is given will supersede for purposes of Article 19.1 any previous address, Email address, or fax number specified for the Party giving the notice.
- 19.3 Offeror must not assign its rights or obligations under this SO, and a Contractor must not assign its rights or obligations under any Contract, without the Province's prior written consent, which consent may be arbitrarily withheld.
- 19.4 A waiver of any term or breach of this SO or a Contract is effective only if it is in writing and signed by, or on behalf of, the waiving Party and is not a waiver of any other term or breach.
- 19.5 Articles 9.1(b), 10.3, 11.1 to 11.8, 12.1 to 12.4, 13.1 to 13.5, 15.1, 15.2, 16.1 to 16.4, 17.2, 17.3, 18.1 to 18.3, 19.1, 19.2, and 19.5, any accrued but unpaid payment obligations, and any other Articles of this SO (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this SO, will continue in force indefinitely, even after this SO or Contract ends.

19.6 This SO constitutes the entire agreement of the Parties in connection with the matters included herein, and any previous agreements, understandings and negotiations on those subject matters have no further effect after the effective date of this SO.

ARTICLE 20 INTERPRETATION

20.1 In this Agreement, unless the context requires otherwise:

- (a) “includes” and “including” are not intended to be limiting;
- (b) “attached” means attached to this SO when used in relation to a schedule;
- (c) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (d) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this SO or any provision of it;
- (e) “person” includes an individual, partnership, corporation or legal entity of any nature; and
- (f) unless the context otherwise requires, words expressed in the singular include the plural and vice versa.

ARTICLE 21 EXECUTION AND DELIVERY

21.1 This SO may be entered into by being executed by the Parties in one or more counterparts and such executed copies may delivered to each Party by a method provided for in Article 19.1 or any other method agreed to by the Parties.

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The Parties have executed this Standing Offer as of the date first written above:

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province	SIGNED AND DELIVERED by or on behalf of the Offeror (or by an authorized signatory of the Offeror if a corporation)
(Authorized Ministry/ Expense Authority)	(Offeror or Authorized Signatory)
(PRINTED NAME of Ministry /Expense Authority)	(PRINTED NAME of Authorized Signatory)

SCHEDULE A – SERVICE REQUIREMENTS

ARTICLE 1 GENERAL

- 1.1 The Offeror will provide Aircraft, pilot, and Aviation Equipment during the SO Term in accordance with the following minimum specifications set out in this Schedule.
- 1.2 In addition to the minimum specifications set out in this Schedule, the Offeror acknowledges and understands that a Requisitioning Ministry reserves the right under Article 5.1(b) of the SO to negotiate terms and conditions under an ASR to the extent necessary to address the Requisitioning Ministry's specific Service requirements.
- 1.3 The Province reserves the right to request demonstrated proof of pilot competencies. Upon our request, the Offeror will make available its personnel and pilots and schedule a mutually acceptable time.

ARTICLE 2 AIRCRAFT

- 2.1 Refer to Appendix F1 and/or F2 of the RSO.

ARTICLE 3 MANDATORY MINIMUM AIRCRAFT AND EQUIPMENT REQUIREMENTS

- 3.1 Refer to Part B, Section 4.2 of the RSO.

ARTICLE 4 MINIMUM APPROVALS AND CERTIFICATION REQUIREMENTS

- 4.1 Refer to Part B, Section 4.1 of the RSO.

ARTICLE 5 MANDATORY MINIMUM HELICOPTER EQUIPMENT

- 5.1 Refer to Part B, Section 4.5 of the RSO.

ARTICLE 6 PILOT INFORMATION

- 6.1 Refer to Appendix E of the RSO.

ARTICLE 7 MINIMUM ROTARY WING PILOT QUALIFICATIONS

- 7.1 Refer to Section 4.3 of the RSO.

ARTICLE 8 MINIMUM FIXED WING PILOT QUALIFICATIONS

- 8.1 Refer to Part B, Section 4.4 of the RSO.

SCHEDULE B – PRICES/PAYMENT

ARTICLE 1 TARIFF RATES – EMERGENCY SERVICES

- 1.1 The Tariff Rates are the rates payable for all Emergency services provided to any Requisitioning Ministry at the rates and amounts stated on the ASR and which were submitted in Offeror's response to the Request for Standing Offer.
- 1.2 The Tariff Rate is paid based on actual flying time (the "**Flight Time**") measured in minutes and reported in tenths of an hour as calculated and detailed in the Transport Canada Aeronautical Information Manual (TC AIM).
- 1.3 In addition to the Tariff Rate, the Province will pay the Contractor the following provided they are supported, where applicable, by proper authority of the Requisitioning Ministry Representative and indicated on the ASR, and, in our opinion, necessarily incurred by Contractor in providing the Services:
 - (a) Reimburse the Contractor's cost of aviation fuel necessarily used in the performance of the Services (the "**Fuel Expense**");
 - (b) For each applicable landing necessary, reimburse airport landing fees (the "**Landing Fees**") for rotary and fixed wing aircraft at the posted rates based on the Helicopter Landing Fees Tables located at <http://www2.gov.bc.ca/gov/content/industry/forestry/managing-our-forest-resources/wildfire-management/contract-opportunities/aviation>, and for fixed wing aircraft landing fees as applicable. No receipts are required;
 - (c) When pre-approved by the Requisitioning Ministry, a rate that is negotiated at the time of an ASR and charged by the Contractor to hold Aircraft and pilot away from its Point of Hire until the activity or project is completed and released by the ministry (the "**Holding Charges**"); and
 - (d) When ancillary equipment is requested on the ASR, Appendix D of RSO rates will apply.

ARTICLE 2 CONTRACT PRICE – NON-EMERGENCY SERVICES

- 2.1 The Contract Price is the amount payable for Services provided to a Requisitioning Ministry at the rates and amounts stated on the ASR and which an Offeror submitted in response to a Requisitioning Ministry's invitation to a solicitation.
- 2.2 Where the Contract Price is paid based on actual flying time (the "**Flight Time**") it will be measured in minutes and reported in tenths of an hour as calculated and detailed in the Transport Canada Aeronautical Information Manual (TC AIM).
- 2.3 Notwithstanding any term or condition of the Contract, the Contract is not to exceed the maximum total price or quantity stated without the prior written approval of the Requisitioning Ministry Representative.

ARTICLE 3 TRAVEL EXPENSES

- 3.1 The Province will pay a Contractor travel expenses exclusive of Goods and Services Tax (GST) or other applicable tax paid or payable by Offeror to the extent that Offeror is entitled to claim credits (including GST input tax credits), rebates, refunds or remission of the tax from the relevant taxation authorities and provided that the travel expenses are:
 - (a) In the Requisitioning Ministry's opinion, necessarily incurred by the Contractor in providing the Services while on Travel Status; and
 - (b) Payable in accordance with Appendix B attached to the SO.

ARTICLE 4 SUBMISSION OF STATEMENT OF ACCOUNT

- 4.1 In order to obtain payment for Services provided, Offeror must submit to the Requisitioning Ministry a written statement of account in a form satisfactory to the Requisitioning Ministry Representative.
- 4.2 Unless otherwise written by the Requisitioning Ministry, statements of account are to be submitted at no less than weekly and no longer than monthly intervals.
- 4.3 Where Aircraft is being utilized by the BC Wildfire Service, Aircraft that is transferred to another Fire Centre during a Service Period will require the Contractor to submit its Statement of Account to the Fire Centre at the location where the Service Period comes to an end.
- 4.4 If a Contractor is to be paid fees at a unit rate or is to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Requisitioning Ministry. Unless otherwise specified in this SO, the Contractor must retain such documents for a period of not less than seven years after the expiration of the later of:
- (a) the last Contract entered into under this SO; and
 - (b) the SO Term.
- 4.5 The Statement of Account(s) must show the following:
- (a) Contractor's legal name, address, date of the statement, statement number, and the Contract number;
 - (b) The calculation of all fees claimed under the Contract for the Billing Period (defined below) including:
 - i) the period of time which the invoice applies (the "**Billing Period**"),
 - ii) Flight Ticket for each day of hire even if no hours are flown that support charges and includes:
 - A. fuel consumption:
 - i. volumes (including metre tickets with receiver's printed name and signature, if issued)
 - ii. location drawn from and owner of the fuel, and
 - iii. indicating applicable charges to Province (include receipts if from other contractor),or
 - iv. indicating if fuel was supplied by the Province,
 - B. number of landings, including aerodrome identifier,
 - C. legs of flight, including:
 - i. from/to and up/down times,
 - ii. hours or miles flown,
 - iii. Requisitioning Ministry name/code, and
 - iv. project code,
 - D. pilot name,
 - E. Aircraft registration and type,
 - F. passenger names/manifest, and
 - G. Authorized signature of goods and services received.

And additionally for fire suppression only:

- H. include appropriate use code(s):
 - T = Transport
 - B = Bucketing/Bombing
 - BB = Rotary wing Birddog
 - M = Minimums
 - S = Speciality (i.e., scanning)
 - D = Detection

- (c) Where travel expenses are to be paid under the Contract, a chronological listing, in reasonable detail and with dates, of all travel expenses claimed for the Billing Period with receipts or copies of receipts, where applicable, attached;
 - (d) If a Contractor is claiming reimbursement of any GST or other applicable taxes paid or in relation to those expenses, a description of any credits, rebates, refunds, or remissions Offeror is entitled to from the relevant taxation authorities in relation to those taxes;
 - (e) The calculation of any applicable tax payable by the Province in relation to the Services provided and for the Billing Period **as a separate line item**;
 - (f) GST registration number; and
 - (g) Any other billing information reasonably requested by the Requisitioning Ministry.
- 4.6 Within thirty days of receipt of invoice, or the date the Province authorizes payment, whichever is the latter, the Province will pay fees and, where applicable, expenses for those Services the Province determined were satisfactorily received during the Billing Period.

ARTICLE 5 NON-CANADIAN CONTRACTORS 15% WITHHOLDING TAX

- 5.1 Unless a waiver or reduction of the Federal 15% withholding tax is presented to the Requisitioning Ministry, Contract payments made to any person who is not a resident of Canada will be subject to a 15% withholding tax for those Services performed in Canada as per the *Income Tax Act*.
- 5.2 With the exception of travel expenses paid on a per diem bid rate, travel expenses reimbursed to the Contractor are not subject to the withholding tax provided they are supported by receipts.
- 5.3 In addition to the requirements of Article 4.5, the Statement of Account must state the value of:
- a) Services performed in Canada;
 - b) travel expenses subject to the withholding tax; and
 - c) incidental expenses subject to the withholding tax.

SCHEDULE C – INSURANCE

1. Without restricting the generality of the indemnification provisions contained in the SO, the Contractor shall, at its own expense, provide and maintain, during any Service Period of a Contract, the following insurance coverage as fully specified in Paragraph 11 and any additional insurance which it is required by law to carry or which it considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in its sole discretion.
2. The Contractor acknowledges and understands that a Requisitioning Ministry reserves the right under Article 5.1(b) of the SO to negotiate terms and conditions under an ASR to the extent necessary to address the Requisitioning Ministry's specific service requirements, including additional insurance.
3. All such insurance described herein must be primary and not require the sharing of any loss by any insurer of the Province.
4. Insurance shall be placed with insurers licensed to underwrite such insurance in Canada and in forms and amounts acceptable to the Province. All such insurance shall be at no expense to the Province. If the Province requires additional insurance coverage to be obtained by the Contractor after Services commence under a Contract, the additional expense of such additional insurance shall be borne by the Province.
5. In addition to Paragraph 6, upon request of the Provincial SO Representative, the Contractor shall file with the Provincial SO Representative evidence of insurance coverage in the form of a completed Province of British Columbia Certificate of Insurance (Form FIN 173). When requested by the Province, the Contractor shall provide certified copies of required insurance policies.
6. ICBC's Confirmation of Automobile Insurance Coverage, Form APV 47 shall be used as satisfactory evidence of Automobile Liability Insurance for vehicles used during the performance of Services.
7. If the insurance policies expire prior to the end of the SO Term, the Contractor shall provide the Provincial SO Representative evidence of renewal or new policy meeting the requirements of the expired insurance 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 in this Schedule.
8. The insurance policies, except for ICBC Automobile Liability Insurance, shall provide that the insurance shall not be cancelled or coverage materially reduced so as to affect the coverage provided, without the insurer giving at least thirty (30) days prior written notice to the Province.
9. Failure to provide the required insurance documentation shall constitute an Event of Default under Article 17 of this SO.
10. The Contractor shall ensure that all its subcontractors performing Services carry insurance in the form and limits specified in Paragraph 11 and will file with the Provincial SO Representative evidence of such insurance coverage in the same form outlined in Paragraph 5 and 6.
11. **The following forms of insurance and specified minimum limits are required:**
 - (a) **Comprehensive Aircraft Liability** insurance – covering each owned and non-owned Aircraft (including helicopters) operated or used in the performance of Services, insuring against third party bodily injury (including death), property damage, passenger liability, and including liability assumed under the Contract and in an amount not less than the limits of liability imposed by any Canadian Aviation Regulation and in any event not less than a per occurrence combined single limit of:
 - i) \$3 million for aircraft up to 5 passenger seats, or
 - ii) \$3 million plus \$1 million for each additional passenger seat for aircraft up to 10 passenger seats, or

- iii) \$10 million for aircraft up to 14 passenger seats, or
- iv) \$15 million for aircraft up to 19 passenger seats.

Such policy shall include the following endorsements and/or provisions:

- i) A cross liability/severability clause;
- ii) The Province is to be added as an "Additional Insured" with respect to liability arising out of the Contractor's performance of the Contract, with such Additional Insured endorsement to be in the form acceptable to the Requisitioning Ministry.
- iii) Where applicable, such policy will include coverage for aerial drift or misapplication of fertilizers or herbicide chemicals in an amount not less than \$50 thousand, per occurrence.

(b) **Aviation General Liability** insurance, covering Premises & Operations liability, insuring against third party bodily injury (including death) and property damage and including liability assumed under the Contract in an amount not less than \$2 million inclusive per occurrence.

Such policies shall include the following endorsements and/or provisions:

- i) Contingent employer's liability;
- ii) Employees as additional insureds;
- iii) A cross liability/severability clause; and
- iv) The Province is to be added as an "Additional Insured" with respect to liability arising out of the Contractor's performance of the Contract, with such Additional Insured endorsement to be in the form acceptable to the Requisitioning Ministry.

(c) Automobile Liability insurance, covering any vehicle owned, operated or licensed by the Contractor and used in the performance of the Services, insuring against third party bodily injury (including death) and property damage in an amount not less than \$2 million inclusive per occurrence must be provided for any such vehicle.

(d) Where such further risk exists, Commercial General Liability insurance, insuring against third party bodily injury (including death) and property damage and including liability assumed under the Contract in an amount not less than \$2 million inclusive per occurrence.

Such policies shall include the following endorsements and/or provisions:

- i) A cross liability/severability clause; and
- ii) The Province is to be added as an "Additional Insured" with respect to liability arising out of the Contractor's performance of the Contract, with such Additional Insured endorsement to be in the form acceptable to the Requisitioning Ministry.

SCHEDULE D – GENERAL AVIATION SERVICES – ADDITIONAL TERMS

ARTICLE 1 GENERAL

- 1.1 Without limiting Article 10.2 and 10.3 of the SO, the Contractor must ensure its Aircraft, Aviation Equipment, and pilot(s) are made available throughout the Service Period.
- 1.2 Without limiting Article 10.3 of the SO, the Contractor must ensure all Aircraft and Aviation Equipment is maintained and operational during the Service Period.
- 1.3 As per Article 5.1(b) if the SO, the Requisitioning Ministry reserves the right to set out further terms and conditions under an ASR to the extent necessary to address specific Service requirements.

ARTICLE 2 COMMENCEMENT AND COMPLETION OF SERVICES

- 2.1 A Contractor, or its Contractor Representative on behalf of the Contractor, who has accepted an ASR to provide Services must, **unless specified otherwise** by the Requisitioning Ministry Representative, immediately and without any delay after acceptance commence the Services required under the Contract.
- 2.2 A Requisitioning Ministry may require Services to be performed in accordance with a work progress plan that outlines the scope, timing, and location of work progression. The plan may be developed by the Requisitioning Ministry or, if developed by the Contractor, must be approved by the Requisitioning Ministry Representative. The Services shall proceed in accordance with any such plan.
- 2.3 Where, in the opinion of the Requisitioning Ministry Representative, the rate of progress of the Services is insufficient to enable the Services to be completed in the manner and by the dates specified under the Contract, the Contractor shall take whatever steps the Requisitioning Ministry Representative requires in writing to expedite the progress of the Services.
- 2.4 Unless stated otherwise or already included in the fees payable to the Contractor, at the Province's own expense it will provide aviation fuel for the Aircraft necessary in the performance of the Services.

Continuity and Suspension of Work

- 2.5 The actual date the Services may commence may be dependent upon the weather. Once commenced, Services shall be continuous except as provided for in Section 2.5 of this Schedule.
- 2.6 Without limiting Article 15 of the SO or the Province's right to terminate under Article 17 of the SO, if the Requisitioning Ministry reasonably decides that weather or other conditions make it unsuitable for Services to proceed under the Contract, it may suspend operations for a specified or an indefinite period and may extend the Service Period by a length of time agreed to by the parties.
- 2.7 Neither party is liable for compensation of any kind arising out of the suspension of operations made pursuant to Section 2.5 of this Schedule. Payment shall be made for all Services satisfactorily performed before the suspension.
- 2.8 A suspension pursuant to Section 2.5 of this Schedule to be effective must be in writing and delivered to the Contractor by a method provided for in Article 19.1 of the SO.
- 2.9 Time is of the essence in any Contract and, without limitation, will remain of the essence after any modification or extension, whether or not expressly restated in the document effecting the modification or extension.

ARTICLE 3 STANDARDS OF PERFORMANCE

- 3.1 The Contractor acknowledges upon acceptance of a Contract that it has satisfied itself to:
- (a) The nature and magnitude of the Services; and
 - (b) The general character, quality and quantity of the equipment and materials required to execute and complete the Services.
- 3.2 Any failure by the Contractor to discover matters which affect or could affect the Services does not relieve the Contractor from its obligations under the Contract or otherwise affect the Contract Price or Tariff Rates.
- 3.3 The Contractor shall at all times exercise the standard of care, skill and diligence normally exercised and observed by persons engaged in the performance of activities similar to the Services.
- 3.4 Notwithstanding any other terms and conditions of a Contract, during the Service Period, the Contractor will:
- (a) Position the Aircraft at the Point of Hire designated by the Requisitioning Ministry in the Contract;
 - (b) Reposition the Aircraft to a new marshalling point at the times and locations specified by the Requisitioning Ministry;
 - (c) Maintain an air readiness level as specified by the Requisitioning Ministry;
 - (d) Use its best efforts to ensure the Aircraft and flight crew adhere to the Province's operational procedures and instructions; and
 - (e) Cause its appropriate personnel to attend any pre-work briefing and de-briefing exercises that may be required by a Requisitioning Ministry.

ARTICLE 4 AVIATION OCCURRENCE REPORTING

- 4.1 The Contractor will provide to the Requisitioning Ministry Representative as soon as possible and by the quickest means possible the particulars and details of any Aviation occurrence that occurs during performance of the Services.
- 4.2 If requested by the Province, the Contractor shall prepare a detailed report of the Aviation occurrence that describes the chronological details of the event and the specific steps taken by the Contractor to prevent further occurrences.

ARTICLE 5 COMMUNICATIONS & FLIGHT SAFETY

Radio Operations

- 5.1 The Contractor must ensure their on-board VHF-FM avionics equipment is narrow-banded to operate on all Natural Resource Sector radio frequencies. Full colour, printable radio repeater maps, site photos, and handbooks are accessible from the Radio Operations website located at:
<http://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/provincial-natural-resource-sector-radio-system>
- 5.2 Approval is required to operate on Natural Resource Sector radio frequencies. Access is only granted to Contractors approved by the BC Wildfire Service (BCWS). Once approval has been granted it remains valid, unless otherwise revoked by the BCWS, for five years. It is the responsibility of the Contractor to ensure its approval is in effect and maintained during the performance of any Services. An application for access, may be downloaded from <http://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/provincial-natural-resource-sector-radio-system> under "Form FS1109 Application for Access to the NRS radio system", and submitted to the Provincial SO Representative.

Flight Watch

- 5.3 Flight watch arrangements are to be confirmed at the time of acceptance of an ASR and re-confirmed prior to lift-off. VFR/IFR flight plans filed with Nav Canada may be considered.
- 5.4 The Contractor must ensure its pilots comply with the flight watch arrangements stated in the Contract.

Automated Flight Following (AFF)

- 5.5 The Contractor must ensure that all AFF tracking devices fed through their AFF service provider can be viewed by the BCWS dispatch system. For further information go to:
<http://www2.gov.bc.ca/gov/content/industry/forestry/managing-our-forest-resources/wildfire-management/contract-opportunities/aviation>
- 5.6 It is the Contractor's responsibility to complete and submit the Automated Flight Following (AFF) form if it changes out tracking units into different Aircraft.
- 5.7 To fulfil the Contractor's legal safety obligations, it must ensure its pilots complete a flight manifest prior to flying for all passengers flying in, or involved in the movement of, the Aircraft.

Flight Restrictions

- 5.8 The Contractor will ensure the Province's employees or agents, unless specifically exempted, will not be permitted to fly in any Aircraft being:
 - a) used in the provision of bombing services (i.e. helicopter bucketing or helitanking);
 - b) used in the provision of cargo slinging;
 - c) used in the provision of aerial ignition when the aerial ignition device is externally attached;
 - d) used in the provision of cone collecting with an externally mounted cone collecting device; and
 - e) flown by pilots who do not meet the mandatory minimum qualifications and experience outlined in Schedule A.

Shoulder Restraints

- 5.9 It is the Contractor's responsibility to ensure all persons use shoulder restraints.

Hot Fuelling

- 5.10 Unless, the sole opinion of the Requisitioning Ministry, it is deemed critical to the operational objectives of the Services, the Contractor must not permit the practice of hot fuelling. The ministry does not pay for hot fuelling.

Hover Exit/Entry

- 5.11 Any hover exit/entry operations must be conducted in accordance with the Ministry of Forests, Lands and Natural Resource Operation's and the Canadian Interagency Forest Fire Centre's standards and the Contractor's Operations Manual.

SCHEDULE E – FIRE SUPPRESSION AVIATION SERVICES

ADDITIONAL TERMS

ARTICLE 1 SPECIFIC CONDITIONS FOR ROTARY WING SERVICES:

1.1 The following additional provisions apply to fire suppression activities required by the BC Wildfire Service.

Minimum Guarantee

1.2 Without limiting our right to suspend Services as per Sections 2.5, 2.6 and 2.7 of Schedule D, the Minimum Guarantee is the hourly guarantee agreed to by the parties to secure availability of the Contractor's rotary wing Aircraft.

1.3 Minimum Guarantee hours will not exceed four hours per day.

1.4 Without limiting Section 2.6 of Schedule D, guaranteed hours will be averaged over the Service Period.

1.5 All unused minimum hours must be notated on the Flight Ticket of the last day of the Service Period and will be paid at the Unused Minimums Rate, described in section 1.7 of this Schedule.

Partial Day Minimums

1.6 A Partial Day is a period of dedicated Aircraft availability of less than eight hours in a calendar day. The Partial Day Minimum will be calculated by dividing the availability period in hours by 2, minus actual flight time. Partial Day Minimum will be paid at the Unused Minimum Rate.

Unused Minimums Rate

1.7 Unused minimum hours will be paid at the Unused Minimum Rate, which is 85 percent of the Tariff Rate excluding fuel.

1.8 All unused minimum hours must be notated on the Flight Ticket on the **last day of the Service Period** of the Contract.

Double Crewing of Single Pilot Helicopters

1.9 Double crewing of single pilot helicopters **must** be initiated by the Requisitioning Ministry.

1.10 If a Requisitioning Ministry initiates double crewing, it will be the Contractor's responsibility for the second pilot's normal transportation costs to the work site. The second pilot will be entitled to travel expenses as outlined in Appendix B. Additional daily rates for a second pilot will not be accepted. Extraordinary costs such as aircraft charter to get from a central location to a very remote site may be paid by the Requisitioning Ministry.

Communications


1.11 Where the Requisitioning Ministry is the BCWS, the BC Wildfire Service Aviation Communications Protocol in Appendix C must be complied with and distributed to the Contractor's flight crew personnel.

ARTICLE 2 FUEL

2.1 Unless stated otherwise or already included in the fees payable to the Contractor, at the Province's own expense it will provide aviation fuel for the Aircraft necessary in the performance of fire suppression services.

APPENDIX A – FORM OF AVIATION SERVICE REQUEST

The electronic Aviation Service Request (ASR) is to be used by all Requisitioning Ministries.



AVIATION SERVICE REQUEST

Contract Number:

REQUISITIONING MINISTRY

Name of Requisitioning Ministry:

Requisitioning Ministry Name: Email:

Representative: Phone: Alt. Phone: Fax:

User Contact if not Requisitioning Ministry Rep:

Address for Invoicing: Email:

CONTRACTOR

Name of Air Carrier:

Email: Phone: Fax:

Aircraft Requirements: Registration: A/C Type:

SERVICE REQUESTED

Service Period: Service Commencing Date: Time: Service Completion Date: Time:

Point of Hire: Point of Release:

Description of Services: Speciality Equipment:

See attachments

CHARGES

Tariff Rate (applicable Landing Fees are paid with Tariff Rates): per hour **HOLDBACK FROM PAYMENT**

Holding Charges at the following rate: Yes No

Quoted bid at the following rate:

Contract Price not to exceed

FUEL EXPENSES

Included As quoted on MSO Supplied by the Contractor at rate: Fuel supplied by Requisitioning Ministry

ADDITIONAL RELATED CHARGES:

TRAVEL STATUS

Travel expenses not applicable Travel expenses at Ministry Travel Expense Rates Travel expenses at Group 1 Rates

MINIMUM

Minimum Guarantee hour(s) per day. Averaged over day(s). Total guaranteed hours (excluding Partials)

COMMENTS

SIGNATURES

The Contractor agrees with the Aviation Service Request. Signed and delivered on behalf of the Contractor by an authorized representative of the Contractor.


Date:

Authorized Signatory

Requisitioning Ministry: Signed and delivered on behalf of the Province by an authorized representative of the Province.

Date:

Authorized Requisitioning Ministry Expense Authority



Aviation Booking

Contract Number:

Service Period: Service Commencing Date: Service Completion Date:

Ministry Contact Name: Email:

Phone: Alt. Phone: Fax:

Emergency Contact Name: Phone:

Name of Air Carrier:

Email: Phone: Fax:

Aircraft Requirements: Registration: A/C Type:

Pilot(s): Name: Phone: Name: Phone:

MANIFEST

Identified in Personnel Resource Tracking (PRT): YES NO, see following manifest

	Passenger Name	Call Sign	Passenger Weight (lbs)	Cargo Weight (lbs)
1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
4	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
6	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Total:			<input type="text"/>

Cargo Description: Total Weight:

Transport of dangerous goods

ITINERARY

Leg	Departure Point	ETD	Destination	ETA	Hold Time	# Passengers
1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
4	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
6	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

FLIGHT FOLLOWING

Fire Centre: Other:

COMMENTS

FS1425 HPR 09/2016

APPENDIX B – TRAVEL EXPENSES PAID TO SERVICE CONTRACTORS

ARTICLE 1 GENERAL

- 1.1 Notwithstanding anything in this Appendix, travel expenses are only payable if authorized by the Requisitioning Ministry Representative and indicated on the ASR.
- 1.2 Travel not meeting the definition of 'Travel Status', must be approved by the Requisitioning Ministry Representative and written into the Contract before the additional travel expense will be reimbursed.
- 1.3 Meals, travel and accommodation received at public expense or without charge may not be claimed.
- 1.4 On the date of departure, Travel Status must start before 7:00 a.m. to claim breakfast; before 12:00 p.m. to claim lunch; and, on the date of return, Travel Status must end after 6:00 p.m. to claim dinner.
- 1.5 Travel expenses must not be billed directly to the Province by the Contractor.
- 1.6 Notwithstanding Offeror's status as an independent contractor, expenses incurred on out-of-province travel will only be reimbursed when specific provision is made in the Contract and prior approval for the travel has been obtained from the Requisitioning Ministry Representative.
- 1.7 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.

ARTICLE 2 BC WILDFIRE SERVICE -AVIATION TRAVEL EXPENSE RATES

- 2.1 For Aviation Services in which BC Wildfire Service (BCWS) is the direct beneficiary, allowable travel expenses will be payable at the following per diem rates (the "BCWS Travel Rates"):
 - \$120.00 per crew member per travel day for accommodation;
 - \$16.50 per meal, or \$49.50 full meal day, per crew member per travel day;
 - \$70.00 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.

- 2.2 It is not necessary to submit receipts.
- 2.3 Each applicable type of expense must be notated on the Flight Ticket.

APPENDIX C – BC WILDFIRE SERVICE AVIATION COMMUNICATION PROTOCOL

YOU ARE ENROUTE

- ✓ All aircraft will monitor VHF-AM 126.7
- ✓ All aircraft will insure transponder is on and squawking appropriate code
- ✓ Blind broadcast 5 minutes back from the Incident (aircraft registration & type, position, altitude, intentions, frequency)



YOU ARE ENROUTE AND AIRCRAFT ARE WORKING THE INCIDENT

- ✓ Always identify frequency you're transmitting on, this aids others where multiple frequencies are in play
- ✓ Contact the working-aircraft 5 minutes back from the Incident on these frequencies and in this order:
 1. Forest Service VHF-FM Duplex or Simplex
 2. VHF-AM 126.7
 3. VHF-AM frequency assigned to the Incident
 4. VHF-AM bombing frequency
- ✓ If no contact – **HOLD 5 NM back**, contact Dispatch and advise. Dispatch can contact the Air Tanker Centre to have the fixed wing birddog establish contact with you.



YOU ARE AT THE INCIDENT AND AIRCRAFT ARE INBOUND

- ✓ Monitor the VHF-FM Duplex/Simplex frequencies and VHF-AM 126.7
- ✓ Until there is a dedicated VHF frequency assigned to the Incident blind broadcast all intentions (aircraft registration and type, position, altitude, intentions) on VHF-AM 126.7
- ✓ The fixed wing birddog and/or incoming helicopters will initiate contact 5 minutes back from the Incident and advise of intentions/direction - initial call will be on Forest Service VHF-FM Duplex or Simplex and if no contact established then on VHF-AM 126.7

Mid air collisions are rarely survivable LOOK, LISTEN AND COMMUNICATE!

APPENDIX D – BC WILDFIRE SERVICE LIST OF AVIATION REPRESENTATIVES

PROVINCIAL WILDFIRE COORDINATION CENTRE – AVIATION MANAGEMENT

3080 Airport Drive
Kamloops, BC V2B 7X2
Phone (250) 312-3010 Fax (250) 554-5468

Judy Janzen Judy.Janzen@gov.bc.ca

PROVINCIAL SO REPRESENTATIVE – SUPERINTENDENT AVIATION MANAGEMENT

3080 Airport Drive
Kamloops, BC V2B 7X2
Phone (250) 312-3008 Fax (250) 554-5468

Leanne Ingham Leanne.Ingham@gov.bc.ca

PROVINCIAL RAPPEL PROGRAM – SUPERVISOR RAPATTACK OPERATIONS

PO Box 100 Stn Main
1810 – 40 Street SE
Salmon Arm, BC V1E 4S4
Phone (250) 832-9741 Fax (250) 832-3609

PROVINCIAL PARATTACK PROGRAM – SUPERVISOR PARATTACK OPERATIONS

10600 – 100th Street
Fort St. John, BC V1S 4L6
Phone (250) 785-6517 Fax (250) 787-9513

Thomas Reinboldt Thomas.Reinboldt@gov.bc.ca

CARIBOO FIRE CENTRE – SENIOR PROTECTION OFFICER - AVIATION

3020 Airport Road
Williams Lake, BC V2G 5M1
Phone (778) 799-2065 Fax (250) 989-2672

Rob Bardossy Robert.Bardossy@gov.bc.ca

COASTAL FIRE CENTRE - SENIOR PROTECTION OFFICER - AVIATION

665 Allsbrook Road
Parksville, BC V9P 2T3
Phone (250) 951-4243 Fax (250) 954-0819

Rob Fraser Rob.D.Fraser@gov.bc.ca

KAMLOOPS FIRE CENTRE - SENIOR PROTECTION OFFICER - AVIATION

4000 Airport Road
Kamloops, BC V2B 7X2
Phone (250) 554-5533 Fax (250) 376-6549

Gary Horsman Gary.Horsman@gov.bc.ca

NORTHWEST FIRE CENTRE - SENIOR PROTECTION OFFICER - AVIATION

6350 D.O.T. Avenue
Smithers, BC V0J 2N0
Phone (250) 847-6613 / 847-6622 Fax (250) 847-9120

Alexander (Sandy) Maclean Alexander.Maclean@gov.bc.ca

PRINCE GEORGE FIRE CENTRE - SENIOR PROTECTION OFFICER - AVIATION

Fifth Floor, 1011 – 4th Avenue
Prince George, BC V2L 3H9
Phone (250) 565-4147 Fax (250) 565-6531

Cody McEwen Cody.McEwen@gov.bc.ca

SOUTHEAST FIRE CENTRE - SENIOR PROTECTION OFFICER - AVIATION

208 Hughes Road
Castlegar, BC V1N 4M5
Phone (250) 365-4010 Fax (250) 365-9927