



Ministry of Forests

Standing Offer Mobile Aviation Fuel

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| FILE/STANDING OFFER NO: _____ | THIS STANDING OFFER DATED FOR REFERENCE THE __ DAY OF _____, 2022. |
| PROJECT DESCRIPTION: MOBILE AVIATION FUEL SERVICES | |

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Forests:

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

(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.** _____

E-mail Address: _____

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

(the "Offeror")

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 Services as described in this Standing Offer.

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) **“Authorized Representative”** means the Regional Air Branch Coordinators who are designated by from time to time by BCWS to issue Service Requests on behalf of the Province or such other individuals who are appointed by BCWS, on behalf of the Province, from time to time;
- (c) **“BC Wildfire Service”** or **“BCWS”** means the branch of the Ministry of Forests, that is responsible for administering this SO on behalf of the Province;
- (d) **“BCWS Travel Rates”** means a predetermined flat rate for accommodations, meals and ground transportation, as set out in Schedule B – Equipment, Personnel Rates and Travel Expenses attached to this Standing Offer;
- (e) **“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;
- (f) **“Contract”** means the contract, comprised of the RSO, this SO and the applicable Service Request and any and all Schedules and Appendices attached to any of the foregoing, that is formed when BCWS issues a Service Request and the Offeror accepts the request to provide the Services described in the Service Request;
- (g) **“Contract Price”** means the rate or total bid price submitted by the Offeror for Services and which is payable to the Offeror for satisfactory performance of the Services, as set out in a Service Request;
- (h) **“Contractor”** means the Offeror upon receiving and accepting a Service Request;
- (i) **“Equipment”** means the Offeror’s equipment meeting the specifications set out in the Request for Standing Offer and which is required in providing various Services, and any other such equipment approved by the Province for use in providing Services;
- (j) **“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;
- (k) **“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 Equipment on standby in anticipation of potential emergency or urgency;
- (l) **“Fire Centre”** means an operational area of the BCWS;
- (m) **“Letter of Authority”** or **“LoA”** means a letter provided by the Province to the Offeror to operate on Natural Resource Sector radio frequencies;
- (n) **“Offeror”** means that Party indicated as the Offeror on the face page of this SO;
- (o) **“Offeror Representative”** means the representative and designated back-up assigned 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;

- (p) **“Parties”** means, collectively, the Province and the Offeror and **“Party”** means any one of them;
 - (q) **“Provincial SO Representative”** means an individual designated from time to time by the Province to administer this SO;
 - (r) **“Request for Standing Offer”** or **“RSO”** means the request for standing offer No. **MF23BCWS 2022 MOF Request for Standing Offer Mobile Aviation Fuel Services**;
 - (s) **“Services”** means the provision of mobile aviation fuel supply services as further described in Schedule A and as specified further in a Service Request issued to an Offeror;
 - (t) **“Service Period”** means that period, indicated on a Service Request, during which the Services are provided;
 - (u) **“Service Request”** means a written mobile fuel service request, in substantially the form attached to this Standing Offer as Appendix I, to provide the Services issued by BCWS to an Offeror against this SO for the provision of a specified quantity of Services, and includes any amendment to such Service Request agreed to by the Parties, in substantially the form attached to this Standing Offer as Appendix II;
 - (v) **“Site Specific Spill Response Plan”** means the Offeror’s written plan detailing processes and procedures to be followed in the event of a fuel spill, specific to the site or sites from where Services will be provided as stated in a Service Request, prepared by the Offeror and submitted as required by this Standing Offer;
 - (w) **“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;
 - (x) **“Spill Response Plan”** means the spill response plan prepared by the Offeror and submitted to the Province as part of the Offeror’s response to the Request for Standing Offer;
 - (y) **“Standing Offer”** or **“SO”** means this agreement made between the Offeror and the Province and includes all Schedules and Appendices attached hereto;
 - (z) **“Travel Status”** means travel necessarily incurred by the Contractor in the performance of the Services in BC and that is pre-approved by BCWS.
- 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 requires or suggests 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 as represented by the Minister of Forests.

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 | Equipment, Personnel Rates and Travel Expenses |
| Schedule C | Insurance |
| Appendix I | Form of Service Request |
| Appendix II | Form of Service Request Amendment |
| Appendix III | Mobile Aviation Fuel Service Log |
| Appendix IV | Mobile Aviation Fuel Checklist |
| Appendix V | Mobile Fuelling Site Risk Assessment |
| Appendix VI | Mobile Fuel Invoice Information |

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 Contract. If there is a conflict or inconsistency between this SO and a Service Request, the order of precedence will be, in the absence of any express statement made to the contrary in the Service Request, this SO and then the Service Request. For the purposes of clarity, if there is a conflict or inconsistency between this SO and a Service Request, the Service Request will take precedence only if and to the extent that such Service Request 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, 2022, unless the Offeror withdraws from this SO in accordance with Article 6.1, 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 BCWS requisitions the Offeror to commence Services pursuant to Article 5.
- 3.3 Subject to satisfactory performance by the Offeror and the availability of funding by the Province and any other conditions the Province may, in its sole discretion, determine should apply, this SO may be renewed for three additional one-year periods by written agreement of the Parties. Should this SO be renewed, the Offeror's pricing will remain unchanged in the subsequent term unless the Offeror initiates, no less than 30 days prior to the expiry of the current SO Term, written notice to renegotiate the Offeror's pricing, and should the rates change they will remain firm for that subsequent SO 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 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 a Service Request issued by BCWS;
 - (c) a Service Request will form a Contract only for those Services in respect of which a Service Request has been issued by BCWS, provided always the Service Request 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 as set out in a Service Request;
 - (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 to any changes to Equipment that was approved for use under this SO, and without limiting the foregoing will immediately advise the Province if any representation made by the Offeror in its response to the RSO, including Appendix B, becomes or may become untrue. 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;
 - (h) the Offeror will not substitute any Equipment listed in its response to the RSO without the prior written

approval of the Province; and

- (i) This SO is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

ARTICLE 5 SERVICE REQUESTS

Service Request Mechanism

- 5.1 The Service Request will be the mechanism used to request Services by BCWS.
- 5.2 To be effective, any amendment to an issued Service Request must be made using the Amendment to Service Request form attached to this SO as Appendix II and signed by the Parties and delivered to each of them using a method described in I thought 20.
- 5.3 The Offeror must confirm receipt of a Service Request to the Authorized Representative identified on the Service Request by the same method as which it was delivered to the Offeror.

Commencement, Suspension and Completion of Services

- 5.4 Subject to Article 5.5, upon receiving and accepting a Service Request, the Offeror must, unless directed otherwise by the Authorized Representative who issued that Service Request, immediately and without any delay commence the Services as stated in the Contract. Except as provided for in Article 5.6 or elsewhere in this Standing Offer, once commenced Services shall be continuously provided.
- 5.5 The actual date Services may commence under a Contract may be depending upon the weather or other conditions making it unsuitable or unsafe for Services to commence, as determined by the Provincial SO Representative or an Authorized Representative for a Contract.
- 5.6 Without limiting any other provision of this Standing Offer, including but not limited to this Article 5, Article 14 and the Provinces right to terminate as set out in Article 16, if the Provincial SO Representative or an Authorized Representative for a Contract reasonable determines that the weather or other conditions makes it unsuitable or unsafe for Services to proceed under a Contract, then he/she may suspend the Services for a specified or indefinite period of time, by delivering notice in writing to the Contractor by any of the methods provided for in Article 18.1. If the Services are suspended under this Article 5.6, the Parties may agree in writing to extend the Service Period for the Contract under which Services were so suspended.
- 5.7 Neither Party will be liable to the other for compensation or Loss of any kind arising out of the suspension of Services made pursuant to Article 5.6. Following a suspension of Services pursuant to Article 5.6, and upon receipt by the Province of a statement of account and invoice in the manner and form described elsewhere in this Standing Offer, the Province will pay to the Contractor for those Services actually provided prior to such suspension.
- 5.8 If the Province establishes a Contract with the Offeror prior to the expiry of this SO and receives the Services under the Contract, then the Province will pay to the Offeror the amounts payable as described in the Contract.
- 5.9 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 any document effecting the modification or extension.

ARTICLE 6 NOTIFICATION OF WITHDRAWAL

- 6.1 In the event the Offeror wishes to withdraw this SO, the Offeror shall provide no less than fifteen (15) 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.
- 6.2 The Offeror will fulfil any Contract entered into before the expiry of the notice period set out in Article 6.1, unless otherwise agreed to by the Offeror and the Authorized Representative for that Contract.

ARTICLE 7 PARTY REPRESENTATIVES

Provincial SO Representative and Authorized Representatives

- 7.1 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 BCWS shall appoint one or more Authorized Representatives who have the full authority to act on behalf of BCWS with respect to Service Requests.
- 7.2 The Provincial SO Representative or an Authorized Representative may require the Offeror to do anything necessary to satisfy that individual that the Services are being performed in accordance with a Contract.

Offeror Representative

- 7.3 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 Service Request and who shall have the power and capacity to enter into a Contract. The Offeror Representative will be available during Business Days or as BCWS may otherwise reasonably require, in light of the Services requested in a Service Request.
- 7.4 Upon entering into this SO, the Offeror shall notify the Province in writing of the Offeror Representative, including, at a minimum, the Offeror Representatives name, title, email address, phone number and 24/7 (emergency) phone number.
- 7.5 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 an Authorized 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 7.4.
- 7.6 The Offeror may not replace the Offeror Representative without the prior written consent of the Provincial SO Representative.
- 7.7 Services carried out by the Offeror must be done so under the supervision of the Offeror Representative.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

- 8.1 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 to the standards set out in the RSO and this SO;
 - (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; and
- (g) The Offeror is, and all times throughout the SO Term will be, in compliance with all applicable occupational health and safety laws in relation to the performance of Services including, but not limited to, the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

ARTICLE 9 OFFEROR OBLIGATIONS AND PERFORMANCE STANDARDS

- 9.1 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 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.
- 9.2 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.
- 9.3 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 Equipment in accordance with Canadian and British Columbia laws and regulations and CSA Standard B836-14.
- 9.4 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) Ensure that the Equipment is serviced, repaired, overhauled, tested, improved and maintained in a safe and operational state of condition at all times and in accordance with the manufacturers' recommended standards and maintenance programs and any applicable regulations; and
 - (c) Secure and maintain in good standing all necessary approvals and certificates for the Equipment required in the performance of the Services.
- 9.5 The Offeror acknowledges and agrees that it is the sole responsibility of the Offeror, upon receiving and accepting a Service Request, to satisfy itself as to:
- (a) the nature and magnitude of the Services so requested; and
 - (b) the general character, quality and quantity of the Equipment and other materials required to properly and completely execute and complete the Services so requested,

And, in accepting a Service Request, the Offeror is representing and warranting to the Province that it has so satisfied itself as to the above and is able to perform the Services as requested in the Service Request.

- 9.6 Any failure by the Offeror to discover matters which affect or could affect the Services shall not relieve the Offeror, upon accepting a Service Request and entering into a Contract, from any of its obligations as a Contractor under that Contract, nor shall it affect the Contract Pricing.
- 9.7 The Offeror will provide to the Authorized Representative, prior to providing any Services, a Spill Response Plan and

a Site Specific Spill Response Plan. NEITHER ISSUANCE OF A SERVICES REQUEST AND EXECUTION OF A CONTRACT NOR COMMENCEMENT OF SERVICES BY THE OFFEROR AFTER SUBMITTING SUCH PLANS CONSTITUTES APPROVAL BY THE PROVINCE OF THE ADEQUACY OR APPROPRIATENESS OF THE OFFEROR'S SPILL RESPONSE PLAN OR SITE SPECIFIC SPILL RESPONSE PLAN. NOTWITHSTANDING THE FOREGOING THE PROVINCE ASSUMES NO OBLIGATION TO UNDERTAKE ANY REVIEW OF THE OFFEROR'S SPILL RESPONSE PLAN OR SITE SPECIFIC SPILL RESPONSE PLAN, AND THE PROVINCE WILL HAVE NO OBLIGATION TO PROVIDE ANY COMMENTS OR FEEDBACK TO THE OFFEROR WITH RESPECT TO THE ADEQUACY OR APPROPRIATENESS OF THE OFFEROR'S SPILL RESPONSE PLAN OR ANY SITE SPECIFIC SPILL RESPONSE PLAN. THE OFFEROR BEARS THE SOLE RESPONSIBILITY FOR ENSURING THAT SUCH PLANS ARE ADEQUATE, APPROPRIATE AND COMPLY WITH ANY AND ALL APPLICABLE GUIDELINES, STANDARDS AND REGULATIONS.

Cooperation with Other Contractors

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

ARTICLE 10 PAYMENT

- 10.1 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 this SO and the Contract;
 - (b) the expenses, if any, in accordance with Schedules B and B-1 attached to this SO, but only if such expenses were pre-approved by the Provincial SO Representative or the Authorized Representative and authorized on the Mobile Aviation Fuel Service Log attaching to this Standing Offer as Appendix III; 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.

- 10.2 In order to obtain payment of any fees or expenses, if any, under a Contract, the Offeror must submit written statements of account in the form and containing the information as set out in Schedule B attached to this SO and including any other information and details as required by the Provincial SO Representative, together with a completed Appendix III Mobile Aviation Fuel Service Log and Appendix VI Mobile Fuel Invoice Information. Such statements of account must be submitted for payment to BCWS within the time frames referred to in Schedule B and B-1.
- 10.3 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.
- 10.4 Unless otherwise specified in this SO, all references to money are in Canadian dollars.
- 10.5 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.
- 10.6 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.
- 10.7 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.

10.8 Without limiting Article 11.1, the Province may withhold from any payment due under a Contract an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents from any Loss that arises or may arise in connection with the Services. Any amount so withheld will be promptly paid to the Offeror upon resolution, satisfactory to the Province, of the matter which gave rise to that amount being withheld.

ARTICLE 11 INDEMNITY AND INSURANCE

Indemnification

11.1 The Offeror must and will indemnify and save harmless the Province and its employees and agents from any loss, claim (including any third party claim), 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;
- (b) Any representation or warranty made by the Offeror being or becoming untrue or incorrect; or
- (c) Any breach by the Offeror of a covenant contained in this Standing Offer or a Contract

11.2 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

11.3 It is solely the Offeror’s responsibility to ensure all policies of insurance remain in effect during any provision of Services and that such policies are in accordance with the terms and conditions set out in Schedule C Insurance.

11.4 Promptly upon a request of the Province made from time to time, the Offeror shall file with the Province evidence of insurance coverage in accordance with Schedule C Insurance.

Workers Compensation Coverage

11.5 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.

11.6 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.

11.7 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*.

11.8 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.

11.9 Upon the Province’s request the Offeror must provide evidence of its compliance with Articles 11.5, 11.6, and 11.7.

ARTICLE 12 PRIVACY, SECURITY AND CONFIDENTIALITY

12.1 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.

12.2 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.

- 12.3 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.
- 12.4 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.
- 12.5 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 13 AUDIT AND INSPECTION

- 13.1 The Offeror must grant to the Province, its servants, employees and agents the right to inspect the Equipment upon reasonable notice.
- 13.2 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 other 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 14 FORCE MAJEURE

- 14.1 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 14.2.
- 14.2 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 15 NON-COMPLIANCE WITH STANDING OFFER OR SERVICE REQUEST

- 15.1 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.

15.2 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 15.2(a).

15.3 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.

15.4 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 16 TERMINATION

16.1 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.

16.2 Unless otherwise provided, in the event of termination of a Contract under Article 16.1(b):

(a) the Province will, within 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 30 days of termination, notifying Offeror of any amounts owed to the Province due to incomplete or unsatisfactory work; and

(c) Contractor must, within 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.

16.3 The payment described in Article 16.2(a) discharges the Province from all liability to make further payments to the Contractor.

ARTICLE 17 DISPUTE RESOLUTION

17.1 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 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 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).

17.2 Unless the Parties otherwise agree in writing, an arbitration or mediation under Article 17.1 will be held in Victoria, British Columbia.

17.3 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 17.1 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 18 GENERAL

18.1 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 7, 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 electronic transmission to the Party's representative identified in accordance with Article 7, 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.

18.2 Either Party may from time to time give notice to the other Party of a substitute address, or Email address, which from the date such notice is given will supersede for purposes of Article 18.1 any previous address, or Email address, specified for the Party giving the notice.

18.3 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.

18.4 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.

18.5 Articles 8.1, 9.3, 10.1 to 10.8, 11.1, 11.2, 12.1 to 12.5, 14.1, 14.2, 15.1 to 15.4, 16.2, 16.3, 17.1 to 17.3, 18.1, 18.2, 18.5 and 18.7 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 a Contract ends.

18.6 This SO, together with the schedules and appendices attached hereto, any Service Request that may be issued under this SO and, to the extent it does not conflict with this SO, the RSO, 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.

- 18.7 The Province and the Offeror are non-exclusive, independent contracting parties, and nothing in this Standing Offer or a Contract, and nothing done pursuant to this Standing Offer or a Contract, will create or be construed to create a partnership, joint venture, agency, employment or other similar relationship between the Parties. At all times the Offeror will conduct its business and affairs in a manner consistent with maintaining its independent contractor status.

ARTICLE 19 INTERPRETATION

19.1 In this Standing Offer, 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 or appendix;
- (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 20 EXECUTION AND DELIVERY

- 20.1 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 18.1 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:

| | |
|--|---|
| <p>SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province</p> | <p>SIGNED AND DELIVERED by or on behalf of the Offeror (or by an authorized signatory of the Offeror if a corporation)</p> |
| <p>(Authorized Ministry/ Expense Authority)</p> | <p>(Offeror or Authorized Signatory)</p> |
| <p>(PRINTED NAME of Ministry /Expense Authority)</p> | <p>(PRINTED NAME of Authorized Signatory)</p> |
| | <p>OFFEROR REPRESENTATIVE INFORMATION</p> <p>Name: _____ _____</p> <p>Title: _____</p> <p>E-mail: _____</p> <p>Phone: _____</p> <p>24-hour Phone: _____</p> |

SCHEDULE A – SERVICES

MOBILE AVIATION FUEL SERVICE REQUIREMENTS

1-SERVICES:

During the Service Period the Contractor will ensure, for each mobile fuel unit or for each fuelling site, the Equipment is maintained in a safe operating condition and workers assigned to operate Equipment are properly trained to provincial and federal standards including but not limited to the *Transportation of Dangerous Goods Act*, *Environment Act* and *BC Fire Code* and as required by Occupational Health and Safety Regulations. Submission of training records is not required unless requested by the Province.

For each day of the Service Period, the Equipment and Contractor's personnel must be available to provide the Services during all day light hours, as per the Service Request or for a time period in accordance with the daily standby alert established by the Provincial SO Representative or Authorized Representative. The Contractor is responsible for fatigue management, managing breaks and ensuring rest requirements as per the Contractor's Occupational Health and Safety Procedures or WorkSafeBC procedures are adhered to for their personnel while providing the Services. The Contractor is also responsible to ensure while meeting fatigue and rest management requirements that adequate staffing levels are maintained.

During the Service Period the Contractor will:

- transport and deliver aviation fuel in accordance with the CSA Standard B836-14 to locations as directed by the Province;
- establish appropriate into-plane fuelling systems and environmental safeguards at locations as directed by the Authorized Representative;
- have a filtration system that assures all aviation fuel product meets or exceeds the accepted quality standards for particulate and absorbed water;
- provide regular testing when operator is on site to ensure aviation fuel quality (written records must be kept by the Contractor and remain on site);
- maintain dispensing and resupply records for each day at each location in a format approved by the Province (Mobile Aviation Fuel Service Log – Appendix III);
- allow the Province reasonable access to all records kept in the performance of the Services;
- set up, breakdown and tidy up the pump, hose, filters, grounding system and spill prevention equipment used at the site to provide the Services;
- provide the necessary Equipment, qualified personnel and aviation fuel to maintain operations over an extended period;
- supply qualified operators trained in accordance with provincial and federal standards for each mobile fuel unit and/or for each fuelling site. Submission of training records is not required unless requested by the Province;
- keep a copy of the Spill Response Plan and Site Specific Spill Response Plan in each vehicle used in the provision of Services and provide such plans to the Province upon request;
- adhere to the submitted company Spill Response Plan and Site Specific Spill Response Plan;
- supply the necessary equipment and resources to meet all spill response requirements as detailed in the applicable federal and provincial acts and regulations, and immediately report any spill or environmental incident to the Spill Response Hotline (1-800-663-3456);

- when appropriate and in any event promptly after a spill or other environmental incident is contained, report any spill or environmental incident to the Provincial SO Representative;
- ensure appropriate personnel attend pre and post action de-briefing exercises when requested by the Authorized Representative;
- use its best efforts to ensure the Contractor's personnel adhere to the Province's operational procedures and instructions; and
- provide other Services as requested from time to time by the Province, as set out in a Service Request.

Reporting and Records

The Offeror shall keep records of the initial dispatch request, and the estimated time of arrival to the incident. These details must be included on the invoice submitted to the Province for payment (failure to submit these details may delay payment).

To assist in tracking fuel consumption and invoicing, your personnel, or agents will be required to complete and submit for review and signature by an Authorized Representative on a daily basis a Mobile Aviation Fuel Service Log (Appendix III).

Radios

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

In addition to the requirement that all radios be properly licensed, the Department of Communications (Canada) has four

(4) main rules that will be observed:

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

Before using the radio on a Ministry of Forests radio system, the Contractor will know and adhere to the following:

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

The Contractor will not operate any radio on a Ministry of Forests radio system unless and until the Contractor has in place a valid Letter of Authorization.

Further information about obtaining radio network access and copies of all provincial repeater maps are available at www.for.gov.bc.ca/his/radio/

SCHEDULE B – EQUIPMENT, PERSONNEL RATES AND TRAVEL EXPENSES

The pricing for the SO Term will be determined in accordance with RSO Appendix A – Equipment and Services Offered for Mobile Aviation Fuel, delivered by the Offeror to the Province along with its response to the Request for Standing Offer (the “**Rates Appendix**”). It is the Offeror’s responsibility to cover any overtime, statutory holidays, etc. as per the *Employment Standards Act* and other employer/employee requirements.

The Province’s obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

If the Contractor complies with the Service Request, the Province will pay to the Contractor amounts owing under that Services Request at the rate calculations and times described in this Schedule B:

FEES

The Province will determine actual hours of operations per day according to the requirements of the Province and will pay the following with respect to the Services provided and at rates set out in the Rates Appendix or an accepted Service Request, as applicable:

- one half (1/2) day all-inclusive rates will be paid for mobile aviation fuelling vehicles and Equipment during the Service Period for hours worked from 0 – 6, including travel time;
- full day all-inclusive rates will be paid for mobile aviation fuelling vehicles and Equipment during the Service Period for hours worked from 6.5 to the end of the workday regardless of what time the workday ends;
- standby rates will be paid for mobile aviation fuelling vehicles and operator during the Service Period at one half (1/2) of the full day all-inclusive rates;
- mobile fuelling vehicle moves and positioning charges, if applicable;
- rack rates for aviation fuel dispensed into-plane during the Service (as indicated in the applicable Service Request), if applicable;
- other fees as set out in this Schedule B; and
- any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees.

TRAVEL EXPENSES

When pre-approved by the Authorized Representative and if applicable as per Article 10.1(b) of the Standing Offer, the Province will pay the following expenses, if any, if they necessarily incurred by the Contractor at the rates set out below.

Meals, travel and accommodation received at public expense or without charge to the Contractor may not be claimed. 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. Travel that does not meet the definition of Travel Status must be approved by the Authorized Representative and included in the Service Request before that additional travel expense may be claimed.

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 applicable Authorized Representative.

Allowable travel expenses will be payable at the following per diem rates (the “**BCWS Travel Rates**”):

- \$125.00 per crew member per travel day for accommodation;
- \$17.00 per meal, or \$51.00 full meal day, per crew member per travel day;
- \$75.00 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 accordingly and as applicable. It is not necessary to submit receipts for the above-noted travel expenses. In order to receive payment for the above-noted travel expenses, the applicable type of expense must be noted on Appendix III – Mobile Aviation Fuel Service Log to be submitted daily, as well as the Appendix VI – Mobile Fuel Invoice Information as set out further below.

STATEMENT OF ACCOUNT REQUIREMENTS

In order to obtain payment for any fees and, where applicable, expenses under the Standing Offer, the Offeror must submit a written Statement of Account in a form satisfactory to the Province bi-weekly or as otherwise directed by the Province in writing (whether on a Service Request or otherwise) from time to time.

The Statement of Account(s) must show the following and include a copy of the Appendix VI, Mobile Fuel Invoice Information:

- (a) the Contractor's legal name and address;
- (b) the date and the period of time to which the invoice applies ("Invoice Period");
- (c) the Standing Offer number;
- (d) a statement/invoice number for identification;
- (e) location of operations during the Invoice Period;
- (f) the calculation of all amounts claimed under any Invoice Period listing the Equipment that was utilized, hours, dates, rates;
- (g) the calculation of aviation fuel consumption as supported by Mobile Aviation Fuel Service Logs in the form attached to the Standing Offer as Appendix III, signed by the Authorized Representative;
- (h) the total aviation fuel costs (at per litre cost quoted on the Service Request);
- (i) where expenses or travel expenses are to be paid, a chronological listing, in reasonable detail and with dates, of all expenses claimed for the Invoice Period including an accounting of BCWS Travel Rates and receipts where applicable;
- (j) a copy of the Service Request (together with any amendments thereto) applicable to the statement of account;
- (k) a separate calculation of any applicable taxes payable by the Province in relation to the Services provided for the Invoice Period; and
- (l) the Contractor's GST registration number.

Within thirty-one days of the Province's receipt of your Statement of Account, or the date the Province authorizes payment, whichever is the latter, the Province will pay the Contractor the fees and, where applicable, expenses for those Services the Province determined were satisfactorily received during the Invoice Period.

Statements of Account are to be submitted by email or mail to the location and to the attention of the Authorized Representative stated on the Service Request.

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 below 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 the Authorized Representative reserves the right to negotiate terms and conditions under a Service Request to the extent necessary to address specific service requirements, for a particular Service Request, 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. The Contractor must obtain, maintain and pay for any additional insurances that the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Standing Offer and Schedule C – Insurance, in the Contractor’s sole discretion.
6. 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), attached to the RSO as Appendix D. When requested by the Province, the Contractor shall provide certified copies of required insurance policies.
7. 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.
8. 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.
9. 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.
10. Failure to provide the required insurance documentation shall constitute an Event of Default under Article 16 of this SO.
11. 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.
12. The following forms of insurance and specified minimum limits are required:
 - (a) **Aviation General Liability Insurance** insuring against liability of the Contractor, its servant(s), agent(s), or employee(s) against damages arising for bodily injury, personal injury (including death) and or property damage. Such insurance shall be for an amount not less than \$5,000,000.00 inclusive per occurrence in respect of Products and Completed Operations. Such policy(s) of insurance shall include, but not be limited to:
 - i. Products and Completed Operations Liability arising from the provision of aviation fuel products and services by the Offeror;
 - ii. Premises & Operations;

- iii. Contingent Employer's Liability;
- iv. Cross Liability and Severability of Interests; and
- v. Sudden and Accidental Pollution Liability with a limit of not less than \$1,000,000.00 per occurrence.

Such policy shall extend to include damage to third party aircraft whilst being re-fueled/de-fueled and all other operations of the Contractors, its subcontractor(s) and their respective servant(s), agent(s), or employee contemplated under the Standing Offer and any Contract, including but not limited to the provision of aviation fuel products and services.

The Province is to be added as an "Additional Insured" under this policy, as follows:

"Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Forests and any of its employees, servants or agents."

- (b) **Automobile Liability** on all vehicles owned, operated or licensed in the name of the Offeror and used under this Standing Offer, in an amount not less than \$5,000,000.00 inclusive per occurrence.