



Ministry of Forests, Lands,
Natural Resource Operations
& Rural Development

Aviation Services Framework Agreement

RFQ NO:

THIS FRAMEWORK AGREEMENT dated for reference the ___ day of _____, 2018.

BETWEEN:

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

BC Wildfire Service
3080 Airport Road
Kamloops, British Columbia V2B 7X2
Phone Number: (250) 312-3010
E-mail: FORPCCP.AIRPWCC@gov.bc.ca

(the "**Province**")

AND:

(the "**Contractor**")

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 Contractor.
- B. The Contractor offers to supply as, if and when requested, the Services.
- C. The Contractor is duly licensed, and has the skill, experience and know-how, to operate and provide the Aircraft, flight crew, Aviation Equipment, and Services as described in this Framework Agreement.

Accordingly, the Parties agree as follows:

1 DEFINITIONS

1.1 In this Framework Agreement, unless the context otherwise requires:

- (a) **“Affected Party”** means a Party prevented from performing its obligations under this Framework Agreement by an Event of Force Majeure;
- (b) **“Aircraft”** means any or all aircraft used by the Contractor or proposed to be used by the Contractor in providing the Services;
- (c) **“Aviation Equipment”** means the equipment supplied by the Contractor which is used or proposed to be used in providing the 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 issued by a Requisitioning Ministry to the Contractor for the provision of a specified quantity of Services under this Framework Agreement;
- (f) **“BC Wildfire Service”** or **“BCWS”** means the branch of the Ministry of Forests, Lands, Natural Resource Operations and Rural Development that is responsible for administering this Framework Agreement on behalf of the Province;
- (g) **“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;
- (h) **“Competition Notice”** means a notice issued by the Province to Qualified Suppliers, including a select list of Qualified Suppliers, inviting such Qualified Suppliers to compete for an opportunity to provide Services;
- (i) **“Contractor Representative”** means the designated representative and any designated back-up representative of the Contractor, pursuant to sections 7.4, 7.5 and 7.6 of this Framework Agreement, to administer this Framework Agreement and any ASRs entered into;

- (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 under this Framework Agreement, including any ASR, 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 Province determines the need to place aircraft on standby in anticipation of potential emergency or urgency;
- (l) **“Emergency Services”** means Services which are provided by the Contractor with respect to an Emergency, as determined by the Province;
- (m) **“Fire Centre”** means an operational area of the BCWS;
- (n) **“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;
- (o) **“Flight Time”** means the total time from the moment an Aircraft first moves under its own power for the purpose of taking off until the moment it comes to rest at the end of the flight;
- (p) **“Fire Suppression Aviation Services”** means Services provided in relation to fire suppression, as indicated on the ASR pursuant to which the Services are provided;
- (q) **“Maintenance Manuals”** means the Contractor’s Transport Canada approved Maintenance Control and Maintenance Procedures Manuals detailing the Aircraft operated by the Contractor, the maintenance criteria, procedures and schedule for each Aircraft and the personnel responsible for maintenance, inspection and quality control;
- (r) **“Operations Manual”** means the Contractor’s Transport Canada approved document detailing the Contractor’s operating procedures and includes any amendments to the same as required by law;
- (s) **“Parties”** means, collectively, the Province and the Contractor and **“Party”** means any one of them;
- (t) **“Pilot Information Guide”** means the pilot information guide published by BCWS for air carriers and pilots, as the same may be amended or replaced from time to time, available at: <https://www2.gov.bc.ca/gov/content/safety/wildfire-status/employment-and-contracts/contract-opportunities/aviation>
- (u) **“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;
- (v) **“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);

- (w) **“Province”** means Her Majesty the Queen in Right of the Province of British Columbia;
 - (x) **“Provincial Representative”** means an individual designated from time to time by BCWS to administer this Framework Agreement on behalf of the Province;
 - (y) **“Qualified Suppliers”** has the meaning set out in the RFQ;
 - (z) **“Requisitioning Ministry”** means a ministry that issues an ASR against this Framework Agreement;
 - (aa) **“Requisitioning Ministry Representative”** means an individual designated by a Requisitioning Ministry to administer a ASR on its behalf pursuant to section 7.1;
 - (bb) **“RFQ”** means Request for Qualifications 9333;
 - (cc) **“Services”** means aviation services and other obligations described in any ASR and all other services and obligations of the Contractor set out in this Agreement or which are inherently, customarily or necessarily part of such services, and may include Emergency flying services, Fire Suppression Aviation Services, or any of the Specific Services;
 - (dd) **“Service Period”** means that period, indicated on an ASR, during which the Services are provided;
 - (ee) **“Specific Services”** means any of the specific types of Services enumerated in sections 4.1.1 and 4.1.2 of the RFQ, as the same may be amended from time to time by the Province;
 - (ff) **“Tariff Rate”** means the rate indicated by the Contractor in its response to the RFQ which represents the rate at which the Contractor will be paid for the provision of Emergency Services, and which may form the basis of certain payments for Services as set out in this Framework Agreement;
 - (gg) **“Term”** means the term of this Framework Agreement set out in section 16.1 and represents the period which this Framework Agreement will be in effect and includes any extension or renewal periods;
 - (hh) **“Training Manual”** means the Contractor’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 the status of Contractor personnel when travel is necessarily incurred by such Contractor personnel in the performance of the Services in BC and such travel is pre-approved by a Requisitioning Ministry.
- 1.2 If any of the words in section 1.1 are used in any schedule to this Framework Agreement or an ASR, they will have the same meaning as in this Framework Agreement 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.

2 DOCUMENTS AND MODIFICATIONS

Documents

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

Schedule	Title
Schedule A	Aviation Services Additional Terms
Schedule B	Prices/Payment
Schedule C	Insurance
Schedule D	Fire Suppression Aviation Services - Additional Terms
Schedule E1 & E2	Rotary and Fixed Wing Landing Fees
Appendix A	Form of Aviation Service Request
Appendix B	BC Wildfire Service Aviation Communication Protocol
Appendix C	BC Wildfire Service List of Aviation Representatives

Amending Documents

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

Conflict Between Documents

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

3 AVIATION SERVICES - CONTRACTOR OBLIGATIONS

General

3.1 The Contractor will provide the Services including Aircraft, Aviation Equipment and flight crew during the Term of this Framework Agreement in accordance with the terms and conditions set out herein and pursuant to the terms and conditions of any ASR accepted by the Contractor.

3.2 The Contractor will ensure any Aircraft, Aviation Equipment, or flight crew used in providing the Services meet all applicable specifications set out in the Contractor's response to the RFQ.

3.3 The Contractor will advise the Province in writing prior to any changes of pilot, Aviation Equipment, Aircraft or Specific Services that were submitted in the Contractor's response to the RFQ and, without limiting the foregoing, will not allow a pilot who has not been previously approved by the Province to fly any Aircraft in the provision of Services. Failure to notify the Province may result in immediate cancellation of this Framework Agreement or an ASR and/or disqualification of the Contractor in a future competition.

- 3.4 The Contractor will, and will cause its personnel to, 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.
- 3.5 The Contractor will not provide any Services until it receives and confirms acceptance of an ASR.
- 3.6 The Contractor will provide the Services in accordance with the terms and conditions contained in Schedule A – Aviation Services Additional Terms.
- 3.7 If the Contractor is providing Fire Suppression Aviation Services, the Contractor will provide such Services in accordance with the terms and conditions contained in Schedule D – Fire Suppression Aviation Services.
- 3.8 Unless otherwise agreed in writing, the Contractor 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. Except as explicitly stated in this Framework Agreement or an ASR, the Contractor 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 Framework Agreement and any ASR.
- 3.9 The Contractor will, upon the Province’s request, provide proof of pilot competencies to the Province’s satisfaction, and the Contractor will make available its pilots and other personnel to review such proof of pilot competencies as reasonably required by the Province.
- 3.10 During a Service Period, the Contractor will:
 - (a) Position the Aircraft at the Point of Hire designated by the Requisitioning Ministry;
 - (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, including the Pilot Information Guide;
 - (e) cause its appropriate personnel to attend any briefing and de-briefing exercises that may be required by the Requisitioning Ministry; and
 - (f) comply with any instructions as to the performance of the Services given by the Province.

Standards of Service

- 3.11 The Contractor 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 will be competent, English literate, efficient and qualified by education, training, and experience to carry out the tasks to which each is assigned.

- 3.12 In the performance of the Contractor's obligations under this Framework Agreement and any ASR, the Contractor 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.
- 3.13 Without limiting sections 3.10 and 3.11, the Contractor must ensure its Aircraft, Aviation Equipment, and designated flight crew are made continuously available throughout the Service Period identified in any ASR accepted by the Contractor. The Contractor must ensure all Aircraft and Aviation Equipment is maintained and operational during a Service Period.
- 3.14 To satisfaction of the Province, the Contractor must:
- (a) Provide the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services;
 - (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, who is not the pilot, in accordance with current Transport Canada requirements.
- 3.15 The Contractor acknowledges upon acceptance of an ASR that it has satisfied itself as 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.
- 3.16 Any failure by the Contractor to discover matters which affect or could affect the Services does not relieve the Contractor from its obligations under an ASR or otherwise affect the Tariff Rate or other fees payable to the Contractor for Services provided under this Framework Agreement.

Cooperation with Other Contractors

- 3.17 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 Contractor is also working or operating under an ASR, the Contractor will cooperate with the Province and the other contractor.
- 3.18 Upon becoming aware of any apparent deficiencies in any other persons work which would affect the Services, the Contractor will promptly report such deficiencies in writing to the Requisitioning Ministry Representative.

Commencement, Continuity and Suspension of Work

- 3.19 The actual date the Services may commence may be dependent upon the weather. Once commenced, Services will be continuous except as provided for in section 3.22.
- 3.20 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 Contractor will proceed in providing the Services in accordance with any such plan.
- 3.21 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 a work progress plan, the Contractor will take whatever steps the Requisitioning Ministry Representative requires in writing to expedite the progress of the Services.
- 3.22 Without limiting the Province's right to terminate under article 14, if the Requisitioning Ministry determines that weather or other conditions make it unsuitable for Services to proceed under an ASR, 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.
- 3.23 Neither Party is liable for compensation of any kind arising out of the suspension of operations made pursuant to section 3.22. Payment will be made for all Services satisfactorily performed before the suspension.
- 3.24 A suspension of Services pursuant to section 3.22 to be effective must be in writing and delivered to the Contractor by a method provided for in section 16.7.

Standards of Conduct

- 3.25 The Contractor will cause its personnel to respect the Province's Standards of Conduct regarding the use of social media and at any of its camps or facilities. All Contractor personnel will conduct themselves with the highest standards, instill confidence and trust, and not bring the BC Public Service into disrepute. There will be zero tolerance for the use of drugs, alcohol and any unsafe behaviour. There will be zero tolerance for intimidation, harassment, discrimination and any acts of aggression or violence. The Contractor will cause its personnel to comply with any camp rules posted in relation to quiet times and curfew. Non-compliance with the above standards may result in the Contractor's personnel being barred from providing the Services to the Province.
- 3.26 The Province's Standards of Conduct can be reviewed at:
<http://www2.gov.bc.ca/myhr/article.page?ContentID=45bf7662-adf9-8a5f-74f1-657fedd69edf&PageNumber=1>
- 3.27 The Contractor will ensure that its personnel are not under the influence of drugs or alcohol while in a Province camp, regardless of where the drugs or alcohol were consumed.
- 3.28 The Contractor acknowledges that only Province personnel are permitted to answer questions from the public or publicly post or distribute information, including photographs and videos, relating to fire suppression activities. The Contractor will ensure its personnel do not answer questions from the public or publicly post or distribute information, including photographs and videos, relating to fire suppression activities.

Annual Information

- 3.29 Prior to any renewal of the Term of this Framework Agreement, the Contractor will provide:
- (a) an updated Appendix A1 or Appendix A2, or both, to its response to the RFQ;
 - (b) an updated Appendix E1 or Appendix E2, or both, to its response to the RFQ, for each Contractor pilot;
 - (c) an updated Appendix H to its response to the RFQ; and
 - (d) such other information or records as the Province may require to confirm eligibility to provide Services.

4 FEES AND EXPENSES

- 4.1 Subject to the Contractor's compliance with this Framework Agreement and an ASR, the Province will pay to the Contractor on the terms and conditions set out in Schedule B:
- (a) the fees described in that Schedule and the applicable ASR;
 - (b) the expenses, if any, described in that Schedule and the applicable ASR if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor 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.
- 4.2 In order to obtain payment of any fees or expenses owing under this Framework Agreement, if any, the Contractor 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 and in accordance with Schedule B.
- 4.3 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 for the particular contract in the fiscal year of the Province during which payment becomes due.
- 4.4 If the Contractor is not a resident in Canada (within the meaning of the *Income Tax Act*), the Contractor 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 Contractor's behalf.
- 4.5 The Contractor 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 Contractor as a result of this Framework Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse the Contractor under this Framework Agreement; and
 - (b) Immediately on receiving, or being credited with any amount applied for under paragraph (a) remit that amount to the Province.

- 4.6 The Province will not be obliged to pay to the Contractor more than the “Contract Price not to exceed” amount indicated on an ASR on account of fees and expenses in respect of the Services provided under such ASR.
- 4.7 Without limiting section 4.6, the Contractor will inform the Province if it reasonably believes the fees and expenses in respect of Services provided under an ASR will exceed the “Contract Price not to exceed” amount indicated on such ASR.

5 CONTRACTOR SELECTION

- 5.1 The Contractor acknowledges that, without limiting anything in the RFQ, the Province, as represented by a Requisitioning Ministry Representative, may use a competitive solicitation process by issuing a Competition Notice to select Qualified Suppliers for the provision of Services. The Province may select which Qualified Suppliers are eligible to receive such Competition Notice under the RFQ based on:
- (a) ability to provide Specific Services;
 - (b) proximity of Qualified Supplier Aircraft, flight crew or Aviation Equipment to location where Services are required; and
 - (c) types of Aircraft, pilot qualifications, and Aviation Equipment made available by a Qualified Supplier.
- 5.2 A Competition Notice will specify the service requirements of a Project or assignment, as determined in the sole discretion of the Province, and the criteria upon which a Qualified Supplier will be evaluated or eligibility otherwise affected, which may include, without limitation, the Qualified Supplier’s pricing and any of the criteria listed in section 5.1.
- 5.3 Upon receiving a Competition Notice, in order to be eligible for the opportunity to provide Services as described therein, the Contractor will have not less than five (5) Business Days to submit a response in English to the Competition Notice in conformity with its requirements, including setting out the Contractor’s proposed pricing to undertake providing the Services described in the Competition Notice.

6 SERVICE REQUEST MECHANISM

- 6.1 If the Contractor is selected to provide Services, the Province will provide the Contractor with an ASR in substantially the form attached as Appendix A. The Contractor, upon accepting an ASR, will be bound to provide the Services on the terms and conditions of the ASR.
- 6.2 Any ASR or modification to an issued ASR, contemplated by this Framework Agreement, to be effective must be confirmed in writing by the Parties and delivered to each of them using a method described in section 16.7.
- 6.3 Where an ASR is issued as a result of a competitive solicitation process, the Contractor 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 Contractor, unless the Parties agree to a different means of confirmation.

7 PARTY REPRESENTATIVES

Requisitioning Ministry Representative

- 7.1 The Province will appoint a Provincial Representative who has full authority to act on behalf of the Province in connection with this Framework Agreement, and a Requisitioning Ministry will appoint a Requisitioning Ministry Representative who has the full authority to act on behalf of the Requisitioning Ministry with respect to an ASR.
- 7.2 The Requisitioning Ministry will notify the Contractor of the Requisitioning Ministry Representative at the time of the execution of the ASR and will confirm this in writing within the ASR.
- 7.3 The Requisitioning Ministry Representative may require the Contractor to do anything necessary to satisfy the Requisitioning Ministry Representative that the Services are being performed in accordance with this Framework Agreement.

Contractor Representative

- 7.4 The Contractor will appoint a Contractor Representative, fluent in English, who will have full authority to act on behalf of the Contractor in connection with the Services and any ASR and who will have the power and capacity to enter into an ASR. The Contractor Representative will be available 24 hours a day throughout the Service Period of an ASR. The Contractor may appoint a back-up Contractor Representative upon providing the Province notice of such back-up Contractor Representative.
- 7.5 Upon entering into this Framework Agreement, the Contractor will notify the Province in writing of the Contractor Representative and any back-up Contractor Representative, including, at a minimum, the following contact information:

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

- 7.6 If, in the reasonable opinion of the Province, the Contractor's Representative is not suitably experienced or is unable to properly supervise the Services or communicate with the Provincial Representative or a Requisitioning Ministry Representative, then the Contractor will, upon receipt of written notice from the Province, replace that representative and immediately notify the Province of the new Contractor Representative and contact information set out in section 7.5.

8 REPRESENTATIONS AND WARRANTIES

- 8.1 The Contractor 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 Framework Agreement and the RFQ are in all material respects true and correct.
 - (b) The Contractor has, and will have throughout the Term, sufficient trained staff, facilities, materials, appropriate equipment and employment agreements in place and available to enable it to fully perform the Services including any Specific Services identified by the Contractor in its response to the RFQ.

- (c) The Contractor and its personnel hold, and will hold throughout the Term, all permits, licenses, certificates approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Services under this Framework Agreement and any resulting ASR.
- (d) If the Contractor is not an individual:
 - (i) The Contractor has the power and capacity to enter into this Framework Agreement and any resulting ASR and to observe, perform and comply with the terms of this Framework Agreement and any resulting ASR, and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Framework Agreement by, or on behalf of, Contractor; and
 - (ii) the Framework Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor 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 Contractor 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 Contractor'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.

9 INDEMNITY AND INSURANCE

Indemnification

- 9.1 The Contractor 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 Framework Agreement or an ASR ends, to the extent the Loss is directly or indirectly caused or contributed to or results from:
- (a) Any act or omission by the Contractor 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 Contractor being or becoming untrue or incorrect.
- 9.2 Subject to section 9.4, the Province will indemnify and save harmless the Contractor, 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 Contractor.
- 9.3 Notwithstanding section 9.2, the Province will not be responsible for loss or damage occurring to the Contractor's property, including but not limited to Aircraft and Aviation Equipment, regardless of how, when or where the damage occurs and, in signing this Framework Agreement, the Contractor relieves the Province and its employees and agents from any and all responsibility for such loss or damage.
- 9.4 The Contractor, in the event of any Loss suffered or anticipated to be suffered, will take all reasonable steps to prevent any such Loss or further Loss from occurring, including removal of the property.

Insurance

- 9.5 It is solely the Contractor's responsibility to ensure all policies of insurance remain in effect during any provision of Services and that it is maintained to the Canadian Transportation Agency and Transport Canada standards and in accordance with the terms and conditions set out in Schedule C Insurance, which may be modified from time to time or changed to address a Requisitioning Ministry's specific requirements.
- 9.6 Upon request of the Province, the Contractor will provide the Province evidence of insurance coverage in accordance with the Schedule C Insurance.

Workers Compensation Coverage

- 9.7 Without limiting the generality of any other provision of this Framework Agreement, the Contractor must comply with all applicable occupational health and safety laws in relation to the performance of its obligations under this Framework Agreement and a Contract, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.
- 9.8 At the Contractor's own expense, and where required under *Workers Compensation Act* in British Columbia, the Contractor must obtain WorkSafeBC coverage for all workers and any shareholders, directors, partners or other individuals employed or engaged in the performance of the Services.
- 9.9 If the Contractor 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*.
- 9.10 The Contractor 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.
- 9.11 Upon the Province's request the Contractor must provide evidence of its compliance with sections 9.7, 9.8 and 9.9.

10 PRIVACY, SECURITY AND CONFIDENTIALITY

- 10.1 The Contractor must comply with the terms of any Privacy Protection Schedule that the Province may ask the Contractor to enter into from time to time.

- 10.2 The Contractor 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 Contractor to enter into from time to time.
- 10.3 The Contractor 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 Framework Agreement 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 Framework Agreement or any similar obligation that a third party may owe to the Province.
- 10.4 Any public announcement relating to this Framework Agreement will be arranged by the Province and the Province has no obligation to consult with or seek approval from the Contractor in advance of such public announcement.
- 10.5 The Contractor 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 Framework Agreement.

11 AUDIT AND INSPECTION

- 11.1 The Contractor 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.
- 11.2 The Contractor must grant to the Province, its servants, employees and agents access to the technical maintenance and flight records respecting the Services, including pilot records as required by Transport Canada, at all reasonable times.
- 11.3 The Contractor must grant to the Province, its servants, employees and agents the right to inspect the Aircraft and Aviation Equipment.
- 11.4 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 Contractor, to conduct an audit of the technical, maintenance and flight records respecting the Services or this Framework Agreement, including the right to inspect and take copies of such records. In respect to such audits the Contractor will fully cooperate with the Province in conducting the audit.

12 FORCE MAJEURE

- 12.1 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 this Framework Agreement or an ASR 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 section 12.2.

- 12.2 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 Framework Agreement as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

13 NON-COMPLIANCE

- 13.1 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 Contractor's failure to observe, perform or comply with any provision of this Framework Agreement;
- (b) Any representation or warranty made by the Contractor in this Framework Agreement is untrue or incorrect at any time;
- (c) The Contractor fails to furnish and give to the Province notice that there has occurred, or is continuing, a default under this Framework Agreement including specifying particulars of the same;
- (d) A change occurs to the Contractor's business or operations, including property assets and conditions (financial or otherwise), which in the reasonable opinion of the Province, materially and adversely affects Contractor's ability to fulfil any of its obligations or provide the Services; or
- (e) An "Insolvency Event" occurs in respect of the Contractor, which means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for Contractor's liquidation or winding up;
 - (ii) Contractor 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 Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by Contractor;
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada);
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property; or
 - (vi) Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

- 13.2 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 Contractor, 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 Contractor, terminate this Framework Agreement, an ASR, or both, 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 section 14.1.
- 13.3 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.
- 13.4 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps Contractor proposes to take to address, or prevent recurrence of, the Event of Default.

14 TERMINATION

- 14.1 In addition to the Province's right to terminate this Framework Agreement, an ASR, or both, under section 13.2, the Province reserves the right to:
- (a) At the Province's sole discretion and for any reason, terminate this Framework Agreement upon providing at least five (5) days written notice to the Contractor; or
 - (b) At the Province's sole discretion and for any reason, terminate any ASR upon providing at least five (5) days written notice to the Contractor.
- 14.2 Unless otherwise provided, in the event of termination of an ASR under paragraph 14.1(b):
- (a) the Province will, within thirty (30) days of such termination and submission of an acceptable invoice, pay any unpaid portion of the fees and expenses payable to the Contractor under this Framework Agreement and any reimbursable expenses, if any, which corresponds with the portion of the Services that was completed to the satisfaction of the Province prior to termination of the ASR;
 - (b) the Province will provide written notice within thirty (30) days of termination, notifying Contractor of any amounts owed to the Province due to incomplete or unsatisfactory work; and
 - (c) the Contractor will, within thirty (30) days of receipt of the notice under paragraph 14.2(b), repay the Province any portion or amount of the fees and expenses paid in advance to the Contractor under this Framework Agreement, including under Schedule B hereto, or any other expenses paid prior to termination of the ASR as outlined in that notice.
- 14.3 The payment described in paragraph 14.2(b) discharges the Province from all liability to make further payments to the Contractor.
- 14.4 In the event the Contractor wishes to terminate this Framework Agreement, the Contractor will provide no less than thirty (30) days' written notice to the Province, and such withdrawal of this Framework Agreement will not be effective until:
- (a) receipt of such notification by the Provincial Representative; and
 - (b) the above mentioned notice period has expired.

14.5 The Contractor will fulfil any ASR entered into before the expiry of the notice period set out in section 14.4, unless otherwise agreed to by the Contractor and the applicable Requisitioning Ministry.

15 DISPUTE RESOLUTION

15.1 In the event of any dispute between the Parties arising out of or in connection with this Framework Agreement 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 Mediate BC 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).

15.2 Unless the Parties otherwise agree in writing, an arbitration or mediation under section 15.1 will be held in Victoria, British Columbia.

15.3 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 section 15.1 other than those costs relating to the production of expert evidence or representation by counsel, which costs will be borne by each Party as incurred.

16 GENERAL

16.1 The Term of this Framework Agreement begins on the date first written above and ends on March 31, 2019, unless the Contractor withdraws from this Framework Agreement in accordance with section 14.4, the Framework Agreement is terminated under article 14, or the Framework Agreement is renewed in accordance with section 16.2.

16.2 Subject to satisfactory performance by the Contractor and the availability of funding by the Province, this Framework Agreement may be renewed at the sole discretion of the Province for two additional one-year periods by written agreement of the Parties. Should this Framework Agreement be renewed, the Tariff Rate will remain unchanged in the subsequent term unless the Contractor initiates, 30 days prior to expiry of the Framework Agreement, written notice to re-negotiate the Tariff Rate, and should the rate change it will remain firm for that subsequent term.

16.3 The establishment of this Framework Agreement does not oblige the Province or any Requisitioning Ministry to authorize or order any Services from the Contractor, and the Province makes no commitment as to the number or the value of Services that may be requested from the Contractor over the Framework Agreement Term.

16.4 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.

- 16.5 The Contractor will promptly provide the Provincial Representative written notice of any additions or deletions to the Specific Services it offered to provide, or the Aircraft, Aviation Equipment and pilots it offered to use in the provision of Services in its response to the RFQ. Notwithstanding the foregoing, the Contractor acknowledges that where the Contractor makes additions to the list of Specific Services offered, or the Aircraft, Aviation Equipment and pilots it proposes to use, such additions will be subject to review and acceptance by the Province at the Province's sole discretion.
- 16.6 This Framework Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.
- 16.7 Any notice or document contemplated by this Framework Agreement, 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 Framework Agreement, 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 Framework Agreement, 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.
- 16.8 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 section 16.7 any previous address or email address specified for the Party giving the notice.
- 16.9 The Contractor must not assign its rights or obligations under this Framework Agreement, and a Contractor must not assign its rights or obligations under any ASR, without the Province's prior written consent, which consent may be arbitrarily withheld.
- 16.10 The Contractor must not, in relation to performing its obligations under this Framework Agreement, commit or purport to commit the Province to pay any money except as may be expressly provided for in an ASR.
- 16.11 A waiver of any term or breach of this Framework Agreement or an ASR 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. For greater certainty, any such waiver will not be deemed or construed to be a consent to or waiver of a continuing breach or any other breach or obligation of the breaching Party.
- 16.12 Sections 9.1 to 9.4, 10.1 to 10.5, 15.1 to 15.3, any accrued but unpaid payment obligations, and any other sections of this Framework Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Framework Agreement, will continue in force indefinitely, even after this Framework Agreement or an ASR ends.

- 16.13 This Framework Agreement and, to the extent incorporated by reference herein, the RFQ and the Contractor's response to the RFQ, constitute 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 Framework Agreement.
- 16.14 Unless otherwise specified in this Framework Agreement, all references to money are to Canadian dollars.
- 16.15 In relation to the performance of the Contractor's obligations under this Framework Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.
- The Contractor must not act or purport to act contrary to this section.
- 16.16 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a subcontractor in relation to providing the Services being considered employees of the Province.
- 16.17 The Contractor must not subcontract any of the Contractor's obligations under this Framework Agreement or an ASR without the Province's prior written consent. No subcontract, whether consented to or not, will relieve the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.
- 16.18 Time is of the essence
- 16.19 in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.
- 16.20 This Framework Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Framework Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.
- 16.21 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.
- 16.22 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.
- 16.23 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Framework Agreement.

16 INTERPRETATION

17.1 In this Agreement, unless the context requires otherwise:

- (a) “includes” and “including” are not intended to be limiting;
- (b) “attached” means attached to this Framework Agreement 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 Framework Agreement 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;
- (g) the use of “written”, “in writing” or words of similar or like effect will not by themselves prohibit the use of electronic forms of communication, notice or documentation.

[the remainder of this page left intentionally blank]

18 EXECUTION AND DELIVERY

18.1 This Framework Agreement 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 section 16.7 or any other method agreed to by the Parties.

The Parties have executed this Framework Agreement 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 Contractor (or by an authorized signatory of the Contractor if a corporation)
<i>(Province Authorized Signatory)</i>	<i>(Contractor Authorized Signatory)</i>
Name: Title:	Name: Title:



Schedule A Services - Additional Terms

1 AVIATION OCCURRENCE REPORTING

- 1.1 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.
- 1.2 If requested by the Province, the Contractor will 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.

2 COMMUNICATIONS & FLIGHT SAFETY

Radio Operations

- 2.1 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>
- 2.2 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 Representative.

Flight Following

- 2.3 Flight following 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.
- 2.4 The Contractor must ensure its pilots comply with the flight following arrangements stated in the ASR.

Automated Flight Following (AFF)

- 2.5 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>
- 2.6 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.
- 2.7 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

- 2.8 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 the RFQ and Framework Agreement, or have not otherwise been previously approved by the Province.

Safety Equipment

- 2.9 The Contractor will ensure all light, intermediate and medium class Aircraft are equipped with Transport Canada approved shoulder harnesses for all passenger seats, and no personnel shall be permitted to occupy any seat in any aircraft without Transport Canada approved shoulder harnesses.
- 2.10 The Contractor will ensure that pilots wear aviation flight helmets at all times while operating Aircraft.
- 2.11 The Contractor will ensure pilots wear aviation personal flotation devices while conducting over water operations (bucketing or tanking) or flights beyond glide distance from shore.

Hover Exit/Entry

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



Schedule B Prices/Payment

1 OBLIGATIONS OF THE PROVINCE

- 1.1 The Province will pay to the Contractor the Tariff Rates or such other rates as may be set out in an ASR and which the Contractor set in a response to a Requisitioning Ministry's invitation to compete for a Project.
- 1.2 Unless otherwise agreed to by the Parties, fees payable by the Province pursuant to an ASR will be based on actual flying time (the "**Flight Time**"), and such Flight Time 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).
- 1.3 Notwithstanding any other term or condition of an ASR or this Framework Agreement, the amount payable to the Contractor pursuant to an ASR will not to exceed the maximum total price or quantity stated in such ASR without the prior written approval of the Requisitioning Ministry Representative.

2 TRAVEL EXPENSES

- 2.1 The Province will only pay travel expenses to the extent that such expenses are authorized by the Requisitioning Ministry, necessarily (in the Province's opinion, acting reasonably) incurred by the Contractor in providing the Services while on Travel Status, and indicated on the ASR in respect of which the travel expenses were incurred.
- 2.2 The Province will pay the Contractor travel expenses exclusive of Goods and Services Tax (GST) or other applicable tax paid or payable by Contractor to the extent that Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remission of the tax from the relevant taxation authorities.
- 2.2 Unless otherwise agreed to by the Parties, the Province will pay the Contractor the following per diem travel expenses in respect of Services provided on Travel Status:
 - (a) \$120.00 per crew member per travel day for accommodation;
 - (b) \$16.50 per meal, or \$49.50 for a full day, per crew personnel per travel day;
 - (c) \$70.00 per travel day for crew ground transportation (one vehicle per crew);

Provided that where the Province supplies accommodation, meals, or transportation the per diem rates noted above will be reduced accordingly. For greater certainty, meals, travel and accommodation received at public expense or without charge may not be claimed.

- 2.3 The Province will only pay travel expenses when travel away from the Point of Hire is necessarily incurred in the performance of the Services in British Columbia, and that travel is pre-approved by the Province.
- 2.4 Travel Status will begin and end at the locations and distance designated in the applicable ASR.
- 2.5 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.

3 FUEL EXPENSES

- 3.1 The Province will:
 - (a) provide aviation fuel to the Contractor from one of the Province's contracted fuel provider resources for use in provision of the Services; or

(b) pay the Contractor for aviation fuel used in the provision of the Services based on Flight Time and at the applicable Fuel Burn Rate and the Base Fuel Rate indicated in the Contractor's response to the RFQ.

3.2 The Province will have absolute discretion in determining which option in section 3.1 above will be used to compensate the Contractor for aviation fuel, provided always that the Parties may, by written agreement, agree to any other means of compensation for aviation fuel used in the provision of the Services.

4 LANDING FEES

4.1 The Province will, for each applicable landing necessary, reimburse the Contractor for airport landing fees (the "Landing Fees") for rotary and fixed wing aircraft at the posted rates based on the fee tables located in Schedule E1 and Schedule E2. The Contractor will not be required to provide receipts in respect of Landing Fees.

4.2 The Province may, by notice to the Contractor, update the fee tables in Schedule E1 and Schedule E2 annually based on changes in airport landing fees actually charged by applicable airports.

5 OTHER EXPENSES

5.1 If pre-approved by the Requisitioning Ministry, the Province will pay to the Contractor such amount as may be negotiated at the time an ASR is accepted to hold an Aircraft and flight crew away from the Point of Hire until the Project contemplated by such ASR is completed.

5.2 When ancillary Aviation Equipment is requested by the Province, the Province will pay the rates identified in Appendix D of the Contractor's response to the RFQ, unless the Province, in its sole discretion, agrees to pay rates other than those that are identified in Appendix D of the Contractor's response to the RFQ.

6 SUBMISSION OF STATEMENT OF ACCOUNT

6.1 In order to obtain payment for Services provided, Contractor must submit to the Requisitioning Ministry a written statement of account in a form satisfactory to the Requisitioning Ministry Representative.

6.2 A statement of account, in respect of an ASR, must be submitted by the Contractor within 30 days of the end of Service Period of the ASR.

6.3 The Contractor will submit only one statement of account in respect of Services provided pursuant to any ASR. However, the Contractor may submit a statement of account in respect of Services provided pursuant to more than one ASR, provided the end of the Service Period of any such ASRs is no more than 30 days prior the date on which the Contractor submits such statement of account.

6.4 If one or more Aircraft are, pursuant to an ASR issued by BC Wildfire Services, transferred to another Fire Centre during a Service Period, the Contractor must submit its Statement of Account to the Fire Centre at the location where the Service Period comes to an end.

6.5 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 Framework Agreement, the Contractor must retain such documents for a period of not less than seven years after the expiration of this Framework Agreement.

6.6 The Contractor will ensure any statement of account shows the following:

(a) Contractor's legal name, address, date of the statement, statement number, and the contract number indicated on the ASR;

(b) The calculation of all fees claimed under the ASR 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 that supports all charges and expenses to be reimbursed by the Province, regardless of whether any hours flown, including:
 - (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,
 - (H) Unused Minimums (as defined in Schedule D), if any, as accounted for on the final day of a Service Period, and
 - (I) Any authorized expenses, including pilot per diems, incurred if away from the Point of Hire.

And additionally for fire suppression only:

- (J) List of Aviation Equipment required in the provision of the Services, as described in Appendix D of the Contractor’s response to the RFQ, if any, and
- (K) List of applicable use code(s):

BS	Bucketing RW
BR	Bombing RW Tank
BB	Birddog (Helco)
D	Detection
M	Minimums
SI	Speciality Infrared
SA	Speciality Aerial Ignition (torch or AID Machine)
TF	Ferry (pilot only, no passengers, no bucket on)
TC	Transport Cargo (internal or long line)
TP	Transport Passengers (crew moves, IA)
TRF	Transport Recce Fire (passengers on, mapping, orientation, tactics, planning, access)
TFM	Transport Medical Transport

- (c) 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 Contractor is entitled to from the relevant taxation authorities in relation to those taxes;

- (d) 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;
 - (e) GST registration number; and
 - (f) Any other billing information reasonably requested by the Requisitioning Ministry.
- 6.6 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.

7 NON-CANADIAN CONTRACTORS 15% WITHHOLDING TAX

- 7.1 Unless a waiver or reduction of the Federal 15% withholding tax is presented to the Requisitioning Ministry, 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*.
- 7.2 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.
- 7.3 In addition to the requirements of section 6.5 above, 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.

8 TARIFF RATES – EMERGENCY SERVICES

- 8.1 The Province will pay the Contractor the Tariff Rates in respect of Flight Time for Emergency Services.



Schedule C Insurance

1. Without restricting the generality of the indemnification provisions contained in the Framework Agreement, the Contractor will, at its own expense, provide and maintain, during any Service Period of a Contract, the following insurance coverage as fully specified in section 11 of this Schedule 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 the Framework Agreement 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 will be placed with insurers licensed to underwrite such insurance in Canada and in forms and amounts acceptable to the Province. All such insurance will be at no expense to the Province. If the Province requires additional insurance coverage to be obtained by the Contractor after Services commence under an ASR, the additional expense of such additional insurance will be borne by the Province.
5. In addition to section 6 of this Schedule, upon request of the Provincial Representative, the Contractor will file with the Provincial 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 will provide certified copies of required insurance policies.
6. ICBC's Confirmation of Automobile Insurance Coverage, Form APV 47 will 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 Framework Agreement Term, the Contractor will provide the Provincial 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, will provide that the insurance will not be cancelled or coverage materially reduced Framework Agreement 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 will constitute an Event of Default under Article 13 of this Framework Agreement.

10. The Contractor will ensure that all its subcontractors performing Services carry insurance in the form and limits specified in section 11 of this Schedule and will file with the Provincial Representative evidence of such insurance coverage in the same form outlined in sections 5 and 6 of this Schedule.

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 ASR 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 will 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 will 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 will 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 an ASR, with such Additional Insured endorsement to be in the form acceptable to the Requisitioning Ministry.



**Schedule D
Fire Suppression Aviation
Services Additional Terms**

1. GENERAL

1.1 The following additional provisions apply to Fire Suppression Aviation Services required by the BC Wildfire Service.

1.2 In this Schedule:

- (a) **“Partial Day”** means a period of dedicated Aircraft availability of less than twelve hours in a calendar day;
- (b) **“Partial Day Minimum”** means a guaranteed number of hours of Flight Time in a Partial Day agreed to by the Parties to secure availability of the Contractor’s Aircraft during a Partial Day;
- (c) **“Minimum Guarantee Hours”** means a guaranteed number of hours of Flight Time per day agreed to by the Parties to secure availability of the Contractor's Aircraft during a Service Period;
- (d) **“Unused Minimums”** means that amount of guaranteed Flight Time, in the form of Minimum Guarantee Hours, Partial Day Minimum or a combination of both, which exceeds the Flight Time actually flown by the contractor’s Aircraft during such Service Period; and
- (e) **“Unused Minimums Rate”** means 85 percent of the Tariff Rate.

1.3 The Province will pay the Contractor for Unused Minimums at the Unused Minimums Rate in accordance with the terms and conditions of Schedule B to the Framework Agreement.

1.4 The Contractor may only claim Unused Minimums in accordance with Schedule B and on the last day of a Service Period. For greater certainty, if a Service Period is extended, the Contractor must claim accumulated Unused Minimums, if any, on the day that was the last day of the Service Period prior to the extension.

1.5 Unused Minimums in a Service Period will be calculated using the following formula:

$$UM = (MGH + PDM) - FT$$

where

$$UM = \text{Unused Minimums}$$

$$MGH = \text{Minimum Guarantee Hours during the Service Period}$$

$$PDM = \text{Partial Day Minimums during the Service Period}$$

$$FT = \text{Flight Time actually flown by the Contractor’s Aircraft during the Service Period}$$

1.6 Without limiting any other right of the Province, including pursuant to section 13.2 of the Framework Agreement, if the Contractor is unable to provide the Services during a Service Period in which the Parties have agreed to a Partial Day Minimum or Minimum Guarantee Hours, the Province may:

- (a) In the case of Minimum Guarantee Hours, adjust the Minimum Guarantee Hours available for the day in which the Contractor is unable to provide Services using the following formula:

$$nMGH = MGH (x/12)$$

where

$$nMGH = \text{adjusted Minimum Guarantee Hours}$$

$$MGH = \text{Minimum Guarantee Hours}$$

$$X = \text{the number of hours the Contractor is unable to perform the Services}$$

or,

- (b) In the case of Partial Day Minimum, adjust the Partial Day Minimum available for the day in which the Contractor is unable to provide Services using the following formula:

$$n\text{PDM} = \text{PDM} (x/\text{PD})$$

where

nPDM = adjusted Partial Day Minimum

PDM = Partial Day Minimum

X = the number of hours the Contractor is unable to perform the Services

PD = the number of hours in the Partial Day.

2 Minimum Guarantee

- 2.1 Without limiting the Province's right to suspend Services in accordance with the Framework Agreement, the Parties may agree to Minimum Guarantee Hours under an ASR.
- 2.2 Minimum Guarantee Hours will not exceed four hours per day.
- 2.3 Minimum Guarantee Hours will be cumulative over a Service Period, but will not be cumulative over any extension to a Service Period.
- 2.4 The Contractor will record Unused Minimums on the Flight Ticket of the last day of a Service Period. For greater certainty, if a Service Period is extended, the Contractor will record Unused Minimums on the Flight Ticket submitted for the day that was the last day of the Service Period prior to the extension, and will subsequently be required to record Unused Minimums in respect of the extension of the Service Period on the Flight Ticket submitted for the day that is the last day of the Service period as extended.

3. Partial Day Minimums

- 3.1 The number of hours in a Partial Day will be set in an ASR.
The Parties may agree to a Partial Day Minimum in respect of one or more Partial Days under an ASR.
- 3.2 Unless otherwise specified in an ASR, the Partial Day Minimum will be calculated by subtracting actual Flight Time from the number of hours in the Partial Day divided in half.

4 Double Crewing of Single Pilot Helicopters

- 4.1 Double crewing of single pilot helicopters **must** be initiated by the Requisitioning Ministry.
- 4.2 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 Schedule 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.

5 Communications

- 5.1 The BC Wildfire Service Aviation Communications Protocol in Appendix C must be complied with and distributed to the Contractor's flight crew personnel.



Schedule E-1 Rotary Wing Landing Fees

ROTARY WING LANDING FEES 2018										
Province of British Columbia										
Ministry of Forests, Lands, Natural Resource Operations and Rural Development										
BC WILDFIRE SERVICE										
MAX T/O WEIGHT (kg)		2000	3000	4000	5000	6000	8000	9000	10000	11000
YXX	Abbotsford	0.00	0.00	0.00	0.00	0.00	23.92	26.91	29.90	32.89
AJ4	Anahim Lake	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
BBC	Bella Bella (Campbell)	10.00	15.00	20.00	25.00	48.00	64.00	72.00	100.00	110.00
YBD	Bella Coola	5.00	5.00	5.00	5.00	8.00	8.00	8.00	10.00	10.00
ZBB	Boundary Bay	0.00	0.00	55.00	55.00	80.00	80.00	80.00	80.00	80.00
AZ5	Cache Creek	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
YBL	Campbell River	13.00	13.00	16.00	20.00	24.00	32.00	36.00	40.00	44.00
YCG	Castlegar	22.25	22.25	22.25	24.00	28.80	38.40	43.20	48.00	52.80
YCQ	Chetwynd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
AG3	Chilko Lake	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
YXC	Cranbrook	14.66	14.66	16.72	20.90	25.08	33.44	37.62	41.80	45.98
YDQ	Dawson Creek	16.00	16.00	17.00	21.25	25.50	34.00	38.25	42.50	46.75
Y CZ	Fairmont	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00
YYE	Fort Nelson	20.00	20.00	20.00	20.00	36.00	48.00	54.00	60.00	66.00
YXJ	Fort St. John	20.00	20.00	24.00	30.00	36.00	48.00	54.00	60.00	66.00
AA8	Invermere	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00
YKA	Kamloops	18.09	18.09	20.64	25.80	30.96	41.28	46.44	51.60	56.76
YLW	Kelowna	13.00	19.23	25.64	32.05	38.46	51.28	57.69	64.10	70.51
ZMT	Masset	15.25	15.25	15.25	15.25	18.00	32.40	36.45	40.50	44.55
YCD	Nanaimo (Cassidy)	10.00	10.00	12.20	15.25	18.30	24.40	27.45	30.50	33.55
ZNL	Nelson	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00
YPS	Pemberton	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00
YYF	Penticton	16.25	16.25	18.52	23.15	27.78	37.04	41.67	46.30	50.93
YZT	Port Hardy	23.00	23.00	26.20	32.75	39.30	52.40	58.95	65.50	72.05
YXS	Prince George	30.26	30.27	40.36	50.45	60.54	80.72	90.81	100.90	110.99
YPR	Prince Rupert	11.50	15.00	20.00	25.00	30.00	40.00	45.00	50.00	55.00
AT4	Qualicum Beach	11.00	11.00	11.00	13.75	16.50	22.00	24.75	27.50	30.25
YQZ	Quesnel	18.94	18.94	21.56	26.95	32.34	43.12	48.51	53.90	59.29
YZP	Sandspit	15.23	15.23	17.40	21.75	26.10	34.80	39.15	43.50	47.85
YYD	Smithers	18.73	18.73	21.36	26.70	32.04	42.72	48.06	53.40	58.74
YSE	Squamish	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
YXT	Terrace	18.50	18.50	24.00	30.00	36.00	48.00	54.00	60.00	66.00
YAZ	Tofino	15.00	15.00	15.00	16.00	19.20	25.60	28.80	40.50	44.55
YVR	Vancouver Airport	13.98	13.98	13.98	13.98	16.68	22.24	25.02	27.80	30.58
YYJ	Victoria	15.49	15.49	20.48	25.60	30.72	40.96	46.08	51.20	56.32
YWL	Williams Lake	16.41	16.41	18.72	23.40	28.08	37.44	42.12	46.80	51.48




Schedule E-2 Fixed Wing Landing Fees

FIXED WING AIRCRAFT - AIRPORT LANDING FEES 2018											
Province of British Columbia											
Ministry of Forests, Lands, Natural Resource Operations and Rural Development											
BC WILDFIRE SERVICE											
AIR TANKER BASE LOCATIONS											
	<i>Weights (kg)</i>	<i>3,000</i>	<i>5,000</i>	<i>6,000</i>	<i>8,000</i>	<i>12,000</i>	<i>13,000</i>	<i>27,000</i>	<i>39,000</i>	<i>48,000</i>	<i>53,000</i>
Ident	Airport	A600	TC690/C208/ C525	DHC6	AT802/F	FCAT	DC3-T	CV580	RJ85	DC6	L188
YXX	ABBOTSFORD	0.00	0.00	0.00	28.32	42.48	46.02	121.23	175.11	254.88	281.43
AJ4	ANAHIM LAKE	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00
YBL	CAMPBELL RIVER	13.00	20.00	24.00	32.00	48.00	52.00	135.00	195.00	288.00	318.00
YCG	CASTLEGAR	22.25	24.00	28.80	38.40	57.60	62.40	166.05	239.85	345.60	381.60
YXC	CRANBROOK	14.66	20.90	25.08	33.44	50.16	54.34	142.56	205.92	301.44	332.84
YYE	FORT NELSON	20.00	20.00	36.00	48.00	72.00	78.00	205.20	296.40	398.40	439.90
YXJ	FORT ST. JOHN	20.00	30.00	36.00	48.00	72.00	78.00	205.20	296.40	398.40	439.90
YKA	KAMLOOPS	18.09	25.80	30.96	41.28	61.92	67.08	171.72	248.04	362.40	400.15
YYF	PENTICTON	16.25	23.15	27.78	37.04	55.56	60.19	157.68	227.76	333.60	368.35
YXS	PRINCE GEORGE	30.27	50.45	60.54	80.72	121.08	131.17	345.06	498.42	727.68	803.48
YYD	SMITHERS	18.73	26.70	32.04	42.72	64.08	69.42	181.71	262.47	388.80	429.30
YXT	TERRACE	18.50	30.00	36.00	48.00	72.00	78.00	190.35	274.95	398.40	439.90
YWL	WILLIAMS LAKE	16.41	23.40	28.08	37.44	56.16	60.84	159.57	230.49	336.96	372.06
OTHER AIRPORTS (Transporter Aircraft)											
Ident	Airport		TC690/C208 (5,000)	DHC6 (6,000)	AT802/F (8,000)						
ZML	108 MILE		21.00	21.00	21.00						
BBC	BELLA BELLA		25.00	48.00	64.00						
YBD	BELLA COOLA		5.00	8.00	8.00						
ZBB	BOUNDARY BAY		55.00	80.00	80.00						
AZ5	CACHE CREEK		0.00	0.00	0.00						
YCQ	CHETWYND		0.00	0.00	0.00						
AG3	CHILKO LAKE		50.00	50.00	50.00						
YDQ	DAWSON CREEK		21.25	25.50	34.00						
YCZ	FAIRMONT		28.65	34.38	45.84						
AA8	INVERMERE		35.00	35.00	35.00						
YLW	KELOWNA		32.05	38.46	51.28						
ZMT	MASSET		15.25	18.00	32.40						
YCD	NANAIMO		15.25	18.30	24.40						
ZNL	NELSON		20.00	20.00	20.00						
YPS	PEMBERTON		25.00	25.00	25.00	Monthly					
YZT	PORT HARDY		32.75	39.30	52.40	*may be exempt					
YPR	PRINCE RUPERT		25.00	30.00	40.00						
AT4	QUALICUM BEACH		13.75	16.50	22.00						
YQZ	QUESNEL		26.95	32.34	43.12						
ZAM	SALMON ARM		35.00	75.00	125.00	Yearly fees					
YZP	SANDSPIT		21.75	26.10	34.80						
YSE	SQUAMISH		0.00	0.00	0.00						
YZZ	TRAIL		0.00	0.00	0.00						
YAZ	TOFINO		16.00	19.20	25.60						
YVR	VANCOUVER		38.36	38.36	38.36						
YYJ	VICTORIA		25.60	30.72	40.96						
YVK	VERNON		25.00	25.00	25.00						



Appendix A Aviation Service Request

 **AVIATION SERVICE REQUEST**

Contract Number: _____

REQUISITIONING MINISTRY

Name of Requisitioning Ministry: _____

Requisitioning Ministry Representative: Name: _____ Email: _____
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

Holding Charges at the following rate: _____

Quoted bid at the following rate: _____

Contract Price not to exceed _____

HOLDBACK FROM PAYMENT
 Yes No

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	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____
5	_____	_____	_____	_____
6	_____	_____	_____	_____
			Total: _____	_____

Cargo Description: _____ Total Weight: _____

Transport of dangerous goods

ITINERARY

Leg	Departure Point	ETD	Destination	ETA	Hold Time	# Passengers
1	_____	_____	_____	_____	_____	_____
2	_____	_____	_____	_____	_____	_____
3	_____	_____	_____	_____	_____	_____
4	_____	_____	_____	_____	_____	_____
5	_____	_____	_____	_____	_____	_____
6	_____	_____	_____	_____	_____	_____

FLIGHT FOLLOWING

Fire Centre: _____ Other: _____

COMMENTS



Appendix B BCWS Aviation Communication Protocol

BC Wildfire Service Aviation Communication Protocol 2017

This cancels and replaces all other previously published copies and formats

Upon dispatch, Fire Centre will advise you of the assigned, initial contact frequency for the incident (simplex unless otherwise noted).

A blind broadcast on 126.7 will always be made prior to entering the restricted airspace (5nm ring). When working in or near inland coastal waters below 2500' ASL an additional broadcast will be made on 123.2.

Additionally, if there are known aircraft on the incident you must make contact 5 minutes prior to entering the restricted airspace, via the following protocol:

- 1) **Assigned simplex frequency** (Or as otherwise assigned)
- 2) **Duplex frequency**
- 3) **Bomb frequency** (Existing Airtanker Request)



If you fail to make contact with known aircraft, you must remain outside the restricted airspace and advise the Fire Centre.

Note:

The bomb frequency is an operational channel. Please eavesdrop first and ensure that you are not interrupting operational communications prior to making contact with the birdog.

Should you encounter unknown traffic in the restricted airspace and they are not responding to you on the assigned frequency, attempt contact on 126.7 (or other mandatory frequencies i.e. 123.2) as they may be itinerant traffic. Ask them to please leave the restricted airspace and forward the aircraft registration on to the local Fire Centre.

Large incidents or complexes may have communication plans in place that vary from the above protocol.





Appendix C BCWS Aviation Representatives

PROVINCIAL REPRESENTATIVE – SUPERINTENDENT AVIATION MANAGEMENT

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

Cell--(778) 257-0683

Leanne Ingham
Leanne.Ingham@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

3740 Opie Crescent
Prince George, BC V2N 4P7
Phone (778) 693-2770

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

Dan McBee
Dan.McBee@gov.bc.ca

PROVINCIAL WILDFIRE COORDINATION CENTRE – AVIATION MANAGEMENT SPECIALIST

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

Fax (250) 554-5468

Judy Janzen
Judy.Janzen@gov.bc.ca