



Ministry of Forests,  
Lands and Natural  
Resource Operations

**STANDING OFFER FOR MOBILE  
AVIATION FUEL SERVICES**

FILE/STANDING OFFER NO: 770-04/Mobile Fuel 2016 SO # _____	THIS STANDING OFFER DATED FOR REFERENCE THE _____ DAY OF _____, 2016.
PROJECT DESCRIPTION: Mobile Aviation Fuel Standing Offer	

**BETWEEN:**

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

**BC Wildfire Service  
3080 Airport Road  
Kamloops, British Columbia V2B 7X2**

**Phone Number: (250) 312-3010..... FAX Number: (250) 554-5468**

(the "Province")

**AND:**

**Full LEGAL name of Individual or Company:**

\_\_\_\_\_ (please print clearly)

**Physical & Mailing Address (including Postal Code):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Phone No.** \_\_\_\_\_ **After Hours Phone No.** \_\_\_\_\_

**Facsimile Number:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Corporate Business No.** \_\_\_\_\_ **WCB and/or POP #** \_\_\_\_\_

(the "Supplier")

referred herein to as "the Parties".

## WHEREAS:

- A. The Province requires the Services on an as, if and when requested basis with no guarantee any of the Services will be used, as described in this Standing Offer to be carried out for its benefit.
- B. The Supplier offers to supply, as, if and when requested, the Services described in Schedule A, to the Province.
- C. The Supplier is under no obligation to provide the Equipment and Services.
- D. The Province has sole discretion to decide whether a Service Request is required, and if so, under which Standing Offer it will be made.
- E. The Province will issue more than one Standing Offer for Mobile Aviation Fuel Services.
- F. The Province reserves the right to allow additional suppliers to be added during the term provided they meet the same conditions and terms.

Accordingly, the Parties agree as follows:

## ARTICLE 1 DEFINITIONS

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

- (a) “**Contract**” means the binding agreement the terms of which are agreed to in the Service Request Form as set out in Appendix A for the prices outlined in Appendix B;
- (b) “**Day**” means each calendar day during the Service Period when Services and Equipment are provided;
- (c) “**Supplier Expenses**” means the all-inclusive, per diem allowance payable by the Province to the Supplier for its personnel while they are on Travel Status including but not limited to accommodation, lodgings, meals, ferry costs, highway tolls, and rental vehicle expenses (where applicable). All Supplier Expenses must be pre approved;
- (d) “**Equipment**” means the equipment described in Schedule A required in providing the Services;
- (e) “**Ministry**” means the Ministry of Forests, Lands and Natural Resource Operations, Province of British Columbia;
- (f) “**Ministry Representative**” means a person appointed by the Ministry pursuant to Article 4;
- (g) “**Supplier Representative**” means a person designated by the Supplier pursuant to Article 4;
- (h) “**Service Period**” means that period, indicated on a Service Request Form during which the Services are provided;
- (i) “**Service Request**” means a request made by a Ministry Representative for Services to be provided utilizing a Service Request Form or other method provided for in Article 6.06;
- (j) “**Service Request Form**” means the Service Request Form attached to this Standing Offer under Appendix B that references this Standing Offer;
- (k) “**Services**” means the mobile fuel services provided by the Supplier to the Province as described in Schedule A;
- (l) “**Standing Offer**” A Standing Offer is not a contract for services. A contract for services is created under a Standing Offer only when the Ministry issues a Service Request under the Standing Offer and the Supplier accepts that request;
- (m) “**Supplier**” Means a company that has satisfied all of the requirements to supply the services specified in Schedule A and has entered into a Standing Offer; and
- (n) “**Travel Status**” means an extended absence from the Supplier’s base of operations, business, or its residence that otherwise requires overnight accommodation for it or its personnel.

## **ARTICLE 2 STANDING OFFER DOCUMENTS AND MODIFICATIONS**

### **Documents**

2.1 The attached documents are applicable to and form an integral part of this Standing Offer:

<b>Schedule</b>	<b>Title</b>
Schedule "A"	Services for Mobile Aviation Fuel
Schedule "B"	Payment for Mobile Aviation Fuel Services
Appendix "A"	Equipment and Services offered for Mobile Aviation Fuel Services
Appendix "B"	Service Request Form
Appendix "C"	Mobile Aviation Fuel Service Log
Appendix "D"	Mobile Aviation Fuel Inspection Report
Appendix "E"	Fuel Site Risk Assessment

### **Amending Documents**

2.2 No modification of this Standing Offer is effective unless it is in writing and agreed to by both Parties.

### **Conflicts**

2.3 If there is any conflict between the Service Request Form and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written.

## **ARTICLE 3 TERM OF STANDING OFFER AND COMMENCEMENT OF SERVICES**

3.01 Term of this Agreement shall end on March 31<sup>st</sup>, 2017, unless withdrawn in accordance with Article 10

## **ARTICLE 4 PARTY REPRESENTATIVES**

### **Ministry Representative**

- 4.1 The Province shall appoint a Ministry Representative who has full authority to act on behalf of the Province in connection with this Standing Offer and resulting Service Requests.
- 4.2 The Province will notify the Supplier of the Ministry Representative at the time of a Service Request and shall confirm this in writing within the Service Request Form.
- 4.3 The Ministry Representative may require the Supplier to do anything necessary to satisfy the Ministry Representative that the Services are being performed in accordance with this Standing Offer and the Service Request Form.

### **Supplier Representative**

- 4.4 The Supplier shall appoint an Supplier Representative fluent in English, who shall have full authority to act on behalf of the Supplier in connection with the Services and the Service Request Form; and
- 4.5 Upon acceptance of a Service Request, the Supplier shall notify the Province of the name, address and telephone number of the Supplier Representative appointed pursuant to Article 4.04 and shall confirm this in writing within the Service Request Form.
- 4.6 The Supplier shall not substitute an Supplier Representative without the written consent of the Ministry Representative.
- 4.7 If, in the reasonable opinion of the Ministry Representative, the Supplier Representative is not suitably experienced or is unable to properly supervise the Services or communicate with the Ministry Representative, then the Supplier shall, upon receipt of written notice from the Ministry Representative, replace that representative and immediately notify the Province of that change.

- 4.8 All Services carried out by the Supplier must be under the direct and continuous supervision of the Supplier or the Supplier Representative.

## **ARTICLE 5 REPRESENTATIONS AND WARRANTIES**

- 5.1 As at the date this Standing Offer is executed and delivered by, or on behalf of, the parties, the Supplier represents and warrants to the Province as follows:
- (a) except to the extent the Supplier has previously disclosed otherwise in writing to the Province:
    - (i) all information, statements, documents and reports furnished or submitted to the Province in connection with this Standing Offer are in all material respects true and correct,
    - (ii) the Supplier has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontract agreements in place and available to enable it to fully perform the Services, and
    - (iii) the Supplier holds 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 Standing Offer; and
  - (b) it will observe, perform and comply with all of its obligations under this Standing Offer and any Service Request Form;
  - (c) it acknowledges that execution of this Standing Offer does not oblige the Province to authorize or order all or any of the Services described in this Standing Offer;
  - (d) in relation to the performance of its obligations under this Standing Offer, it is an independent contractor and not the servant, employee, partner, or agent of the Province;
  - (e) in the performance of its obligations under this Standing Offer, must comply with all applicable laws and the CSA Standard B836-14;
  - (f) it will perform the Services and its obligations under this Standing Offer and any Service Request in a safe and professional manner to the reasonable satisfaction of the Province;
  - (g) it will provide, instruct, maintain, and supervise at all times, a sufficient number of qualified personnel or approved subcontractors 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 and must supply on site documentation of training or experience;
  - (h) be responsible for all charges, costs, expenses, and contingencies necessary for the efficient operations of the Equipment required for the performance of the Services and for other expenses connected with the Supplier's operations, unless specified otherwise in this agreement;
  - (i) it will cooperate with the Province and any other persons providing Services to the Province; and
  - (j) it will, in conjunction with the Province, develop a site specific Spill Response Plan, which will address the requirements for each fuelling site.

## **ARTICLE 6 REQUEST FOR SERVICES**

- 6.1 The Province acknowledges that execution of this Standing Offer does not oblige the Supplier to provide the Services described in this Standing Offer or any Service Request Form.
- 6.2 The Province's liability shall be limited to that which arises from a Contract, made prior to the expiry date described in Article 3.
- 6.3 The Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, agreements, or Standing Offers.
- 6.4 The Province will, in conjunction with the Supplier, review the Spill Response Plan to address the requirements for each fueling site as well as complete the Fuel Site Risk Assessment.

- 6.5 A contract for service is formed on receipt by the Supplier of a Service Request from the Province and upon acceptance of that request by the Supplier and only for those Services which have been requested, provided always that such request is made in accordance with the provisions of this Standing Offer. The contract ends when the services are no longer required on the incident/project.

### **Appointment, Term and Services**

- 6.6 The Province may give notice to the Supplier, or the Supplier's authorized representative, for a Service Request in the form of a Service Request Form or by any of the following methods as the Province deems necessary:
- (a) verbally in person; or
  - (b) telephone to the specified number on the first page of this Standing Offer.
- 6.7 Any Service Request Form, or modification to it, contemplated by this Standing Offer, to be effective, must be confirmed in writing and signed by the Parties and delivered to each of them by facsimile transmission to the Supplier's specified facsimile number written on the first page of this Standing Offer or to the designated Ministry Representative written on any Service Request Form.
- 6.8 Upon receipt of a Service Request, the Supplier must, unless specified otherwise by the Ministry Representative, **immediately and without any delay** after receiving such request confirm to the Ministry Representative its acceptance of the Service Request.
- 6.9 Upon the Supplier's acceptance of the Service Request, the Supplier will provide the Services as requested on the Service Request Form.
- 6.10 The Supplier will provide the Services during each Day of the Service Period regardless of the date of execution or delivery of this Standing Offer.
- 6.11 The Supplier will use its best efforts to fulfill any and all request(s) for Services, which may be made before the expiry or termination of this Standing Offer or of the notice period under Article 10.01 or 10.02(b).
- 6.12 More than one Service Period can exist prior to the expiration or withdrawal of the Standing Offer.
- 6.13 Time is of the essence in any Service Request and, without limitation, will remain of the essence after any modification or extension, whether or not expressly restated in the document effecting the modification or extension.
- 6.14 Without limiting Article 10.02, if the Supplier fails to observe, perform, or comply with any provisions of Services under any Service Request Form or to otherwise meet its obligations therein, the Province may, in its sole discretion, in addition to any remedy available to it at law or equity, terminate the provision of a Service Request (orally or in writing) and no claim may be made by the Supplier for any losses occasioned by that termination.

### **ARTICLE 7 PAYMENT**

- 7.1 If the Province provides a Service Request Form prior to the expiry of this Standing Offer and if the Supplier complies with the terms and conditions of the Standing Offer and the Service Request Form, the Province must pay the Supplier for the Services as described in Schedule B of this Standing Offer:
- (a) the fees described in that Schedule, plus any applicable taxes; and
  - (b) Supplier Expenses, if any, in accordance with that Schedule if pre-approved by the Ministry Representative.
- 7.02 Except where the Province has provided accommodation and meals, or otherwise provided a camp, the Province will reimburse the Supplier and its personnel Supplier Expenses while on Travel Status. Such expenses **must be pre-approved by the Ministry Representative** and will be payable at the rates set out in Schedule B. Supplier Expenses are not payable when the Province has provided a camp or other accommodation and meals.

- 7.3 The Province may withhold from any payment due to the Supplier an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this Article must be promptly paid by the Province to the Supplier upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.
- 7.4 Our obligation to pay money to you 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.
- 7.5 Unless otherwise specified all references to money are in Canadian dollars.
- 7.6 The Supplier must not, in relation to performing its obligations under this Standing Offer, commit or purport to commit the Province to pay any money except as may be expressly provided for in this Standing Offer.
- 7.7 If you are not a resident in Canada, you acknowledge that we may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on your behalf.

## ARTICLE 8 INDEMNITY AND INSURANCE

### Indemnification

The Contractor must indemnify and save harmless the Province and the Province's 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 that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, to the extent the Loss is directly or indirectly caused or contributed to by:

- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement<sup>^</sup>; or
- (b) any representation or warranty of the Contractor being or becoming untrue or incorrect

### Insurance

- 8.2 The Supplier shall, without limiting the Supplier's obligations or liabilities and at the Supplier's own expense and during any Service Period, purchase and maintain the following insurance with insurers licensed to underwrite such insurance in Canada and in forms and amounts acceptable to the Province:
- (a) **Aviation General Liability Insurance** insuring against liability of the Supplier, 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 the aggregate 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 Supplier;
    - ii. Premises & Operations;
    - iii. Contingent Employer's Liability;
    - iv. Cross Liability and Severability of Interests;
    - v. Sudden and Accidental Pollution Liability with a limit of not less than \$500,000.00 per occurrence and in the aggregate;

Such policy shall extend to include damage to third party aircraft whilst being refueled/defueled and all other operations of the Supplier, its subcontractor(s) and their respective servant(s), agent(s), or employee contemplated under this agreement, 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, Lands and Natural Resource Operations and any of its employees, servants or agents"

- (b) **Automobile Liability** on all vehicles owned, operated or licensed in the name of the Supplier and used under this Standing Offer, in an amount not less than \$5,000,000.00 inclusive per occurrence.
- 8.3 The Supplier shall ensure that all its subcontractors performing Services under this Standing Offer carry insurance in the form and limits specified in Article 8.02 and 8.08.
- 8.4 All the foregoing insurance will be primary and not require the sharing of any loss by any insurer of the Province.
- 8.5 The Supplier will provide the Province with evidence of all required insurance prior to the commencement of any Service Request. Such evidence will be in the form of a completed Province of British Columbia Certificate of Insurance (attached), excepting always proof of automobile liability, which is to be submitted in the form of a completed Insurance Corporation of British Columbia's Confirmation of Automobile Insurance Coverage. When requested by the Province, the Supplier will provide certified copies of required policies.
- 8.6 The insurance policies, except for ICBC Automobile Liability Insurance, shall provide that the insurance shall not be cancelled or coverage reduced so as to affect the coverage provided without the Insurer giving at least thirty (30) days prior written notice to the Province.
- 8.7 If the insurance policies expire during or between any Service Period, the Supplier shall provide the Province with evidence of insurance renewal 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.
- 8.8 The Contractor must obtain, maintain and pay for any additional insurance which The Contractor is required by law to carry or which it considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in The Contractor's sole discretion:

#### **Workers Compensation Coverage**

- 8.9 Without limiting the generality of Article 5.01(e), the Supplier must comply with, and must ensure that any subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of its obligations under this Standing Offer, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.
- 8.10 At the Supplier's own expense, it must obtain WorkSafe BC coverage, or workers' compensation coverage in another jurisdiction, for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the performance of the Services and shall ensure all approved subcontractors obtain compensation coverage and be in good standing.
- 8.11 If the Supplier is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions, it must apply for and maintain Personal Optional Protection under the *Workers Compensation Act* or similar workers' compensation in another jurisdiction.
- 8.12 The Supplier 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.
- 8.13 Upon the Province's request the Supplier must provide the Province with evidence of its compliance with Articles, 8.09 and 8.10.

#### **ARTICLE 9 ASSIGNMENT AND SUBCONTRACTING**

- 9.1 The Supplier will not assign this Standing Offer, nor subcontract any of its obligations there under, to any person, firm, or corporation without the prior written consent of the Province.

- 9.2 The Supplier will at all times be held fully responsible to the Province for the acts and omissions of its subcontractors and persons employed by the subcontractor and no subcontract entered into by the Supplier will impose any obligation or liability upon the Province to any such subcontractor or any subcontractor employees.
- 9.3 The Supplier will cause every subcontractor to be bound by the terms of this Standing Offer in relation to the performance of the Services performed by each subcontractor.
- 9.4 Nothing in this Standing Offer will create any contractual relationship between the Province and the Supplier's subcontractors.

## **ARTICLE 10 TERMINATION OF THE STANDING OFFER**

### **Supplier's Notice of Withdrawal**

- 10.1 In the event the Supplier wishes to withdraw this Standing Offer, the Supplier shall provide not less than thirty (30) calendar days written notice to the Province and such notice of withdrawal shall not be effective unless delivered by a method provided for in Article 11.

### **Termination by the Province**

- 10.2 The Province, in its sole discretion, may terminate this Standing Offer:
- (a) without limiting Article 6.14, in addition to any remedy available to it at law or equity, by written notice to the Supplier if the Supplier fails to observe, perform or comply with any provisions of this Standing Offer; and
  - (b) for any other reason, on giving not less than ten (10) calendar days written notice to the Supplier.
- 10.3 If we terminate this Standing Offer under Article 10.02 (b):
- (a) we must, pay you any unpaid portion of the fees and Supplier Expenses which corresponds with the portion of the Services that was completed to the Ministry's satisfaction before termination of the Standing offer; and
  - (b) you must, within 30 days of such termination, repay to us any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that we have notified you in writing was not completed to our satisfaction before termination of this Agreement.
- 10.4 The payment by the Province of the amount described in Article 10.03(a) discharges us from all liability to make payments to the Supplier under this Standing Offer.

## **ARTICLE 11 NOTICES TO BE DELIVERED**

- 11.1 Excepting always Article 6.07, a notice or other document contemplated by this Standing Offer, to be effective, must be in writing and delivered as follows:
- (a) hand delivered to the Party or the specified Party representative, in which case it will be deemed to be received on the day of its delivery; or
  - (b) by facsimile or electronic transmission to the specified facsimile number or Email address on the first page of this Standing Offer, in which case it will be deemed to be received on the day of transmittal.
  - (c) by prepaid post to the party's address specified on the first page of this Standing Offer, 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; or
  - (d) delivered by courier service to the party's address specified on the first page of this Standing offer, in which case it will be deemed received on the fifth Business Day after collection by the courier service.



**ARTICLE 12 MISCELLANEOUS**

12.01 This Standing offer will be governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

**SIGNED AND DELIVERED** by or on behalf of the Supplier (or by an authorized signatory of the Supplier if a corporation):

\_\_\_\_\_

(Supplier or Authorized Signatory)

\_\_\_\_\_

(PRINTED NAME of Supplier)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

SAMPLE

## SCHEDULE A – SERVICES FOR MOBILE AVIATION FUEL

File: 770-04/SO Mobile Fuel 2016 SO # \_\_\_\_\_

Attachment to the Standing Offer with \_\_\_\_\_ for Mobile Aviation Fuel Services.

### THE SERVICES

1. During the Service Period, the Supplier will provide the Equipment, personnel and aviation fuel as set out in Appendix A and all other support apparatus (such as pumps, filters, grounding, testing, spill containment, etc.) necessary to provide the Services.
2. For each Day of the Service Period, the Equipment and personnel must be available to provide the Services during all day light hours or for a time period in accordance with the daily standby alert established by the Minister or the designated Ministry Representative.
3. During the Service Period, the Supplier will:
  - a) transport and deliver aviation fuel, in accordance with the CSA Standard B836-14, to locations as directed by the Province;
  - b) establish appropriate into-plane fueling systems and environmental safeguards at locations as directed by the Province;
  - c) have a filtration system that assures all aviation fuel product meets or exceeds the accepted quality standards for particulate and absorbed water;
  - d) provide regular testing to ensure aviation fuel quality (written records must be kept by the supplier and on site);
  - e) maintain dispensing records for each day at each location in a format approved by the Province (Mobile Aviation Fuel Service Log);
  - f) allow the Province reasonable access to all records kept in the performance of the Services;
  - g) provide all necessary Equipment, qualified personnel and aviation fuel to maintain operations over an extended period;
  - h) set up, breakdown and tidy up the pump, hose, filters, grounding system and spill prevention equipment used at the site to provide the Services;
  - i) for each mobile fuel unit or for each fuelling site, supply qualified operators trained in accordance with all Supplier, provincial and federal standards;
  - j) in conjunction with a designated Representative of the Province, develop and review a Spill Response Plan which will address the requirements for each fuel site as outlined in Appendix E;
  - k) supply the necessary equipment and resources to meet all requirements as detailed in all applicable federal and provincial acts and regulations, including for example, The Transportation of Dangerous Goods Act, Environment Act and BC Fire Code;
  - l) immediately report any spill or environmental incident to the Ministry Representative;
  - m) cause appropriate personnel of the Supplier, when requested by the Ministry Representative, to attend pre and post action de-briefing exercises; and
  - n) use its best efforts to ensure that the Supplier's personnel adhere to the Ministry's operational procedures and instructions.

4. Mobile fuelling vehicles, tanks, and equipment must meet the following minimum standards, as well as the CSA Standard B836-14;
  - All mobile fuelling vehicles, tanks, and equipment must be inspected at a B620 inspection facility prior to submission of the MSO (see attached BCWS Mobile Aviation Fuel Inspection Report for all requirements)
  - All tanks must have a sump drain at the lowest point in the tank(s)
  - Pumps must have a minimum flow rate of 120 litres/minute or 30 US gallons/minute (airports see #6 below)
  - Single Stage Filter System with the appropriate Aviation Grade Fuel Filter
  - Inline differential pressure gauges to measure pressure on either side of the filter
  - Minimum 60 feet of 1 ½ inch aviation grade fuel hose (prefer 100 feet of hose)
  - Aviation nozzle (non-locking handle) with 100 micron screen and attached grounding cable/clamp
  - Bonding wire and reel (minimum 75 feet, 150 feet for airside bowzers) with a clamp on the end (proof of valid inspection)
  - Fuel meter calibrated by an approved contractor to Measurements Canada Standards with seals in place.
  - Deadman switch if being used for single-point fuelling
  - Emergency kill switch clearly marked in a readily available location on the unit
  - Spill kit – minimum 200 litre oil/fuel type
  - Placards clearly visible on all sides (“No Smoking”, “Flammable” and fuel type, example; “Jet A”)
  - All fittings must be compatible with aviation fuel
  - All tank openings, valves, sump drains, fill caps, loading and unloading hoses, master electrical switches, and other accessible fittings must be able to be locked
5. Mobile fuelling vehicles and equipment which are operated exclusively at aerodromes **must** comply with the CSA Standard B836-14; *Storage, Handling, and Dispensing of Aviation Fuels at Aerodromes.*
6. 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 Natural Resource Operations simplex and duplex frequencies and tones. The operator is also required to have a handheld portable radio programmed in the same manner. For safety purposes the vehicle mobile must be used for km checks – handheld portable radios must not be used for in-vehicle road channel communications. At the end of each work day, bowser operators are to provide an account of work performed and current location of bowser either by faxing a document summarizing such or by calling and notifying designated ministry representative.
7. Mobile fuelling vehicles and equipment servicing air tanker operations shall have the option of either over-wing or single point fueling with a minimum flow rate of 600 litres per minute.
8. Other Services as described in Appendix A.
9. Daily rental fees for equipment proposed in Appendix A are for each calendar day during the service period in which the services are provided, regardless of the hours which the service is provided.
10. To assist in tracking fuel consumption and invoicing, your personnel, agents or subcontractors will be required to complete on a daily basis a mobile aviation fuel service log (see Appendix C of the Standing Officer).
11. The Ministry will determine actual hours of operations per day according to the requirements of the project.

12. BCWS will continue to utilize both lined and unlined carbon steel tanks, however as a best practice, BCWS will reserve the right to give hiring preference to lined carbon steel tanks over unlined carbon steel tanks in a given geographic area. Any Supplier providing the services of equipment composed of an unlined carbon steel tank will clearly label the tank in large format as “Unlined Carbon Steel Tank”. The labeling must be of sufficient size (a minimum of 15 cm high is required) to any BCWS contracted pilot is able to read the labeling from the helicopter when landed to receive fuel.

SAMPLE

## SCHEDULE B – PAYMENT FOR MOBILE AVIATION FUEL

Attachment to the Standing Offer with \_\_\_\_\_ for Mobile Aviation Fuel Services.

1. In order to obtain payment for any fees and, where applicable, expenses under the Standing Offer, the Supplier must submit a written Statement of Account in a form satisfactory to the Province biweekly or at the end of a incident/project beginning on the first day of any Service Period in which the Services are provided.
2. Statements of Account are to be submitted to the Ministry Representative stated on the Service Request Form and to the address provided therein:
3. The Statement of Account(s) must show the following:
  - (a) your legal name and address;
  - (b) the date and the period of time which the invoice applies (“Service Period”);
  - (c) the Standing Offer number;
  - (d) a statement/invoice number for identification;
  - (e) location of operations covering the Service Period
  - (f) the calculation of all amounts claimed under any Service Period listing the equipment that was utilized, hours, dates, rates;
  - (g) the calculation of aviation fuel consumption as supported by Mobile Fuel Aviation Service Logs (service logs signed by Ministry personnel);
  - (h) the total aviation fuel costs (at per litre cost quoted on Service Request Form);
  - (i) and where expenses are to be paid, a chronological listing, in reasonable detail and with dates, of all expenses claimed for the Service Period;
  - (j) copy of the Service Request Form(s);
  - (k) Other Fees - a separate calculation of any applicable taxes payable by the Province in relation to the Services provided for the Service Period;
  - (l) your GST registration number; and
  - (m) any other billing information reasonably requested by the Province.
4. 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 must pay the Supplier fees and, where applicable, expenses for those Services the Province determined were satisfactorily received during the Service Period.

### FEES

5. The Province will pay the following with respect to the Services provided and at rates set out in Appendix A (exclusive of applicable taxes):
  - a) All-Found Daily Mobile Fuelling Vehicle and Equipment Rental Rates for each Day during the Service Period (24 hour period);
  - b) When on standby, the equipment and operator will be paid by ½ (one half) the All-inclusive Daily Rate for each Day during the Service Period (24 hour period);
  - c) Truck moves or positioning charge, if applicable;
  - d) Aviation Fuel dispensed into-plane during the Service Period; and
  - e) Other Fees as set out in Appendix A.

### EXPENSES

6. When pre-approved by the Ministry Representative and if applicable as per Article 7.02 of the Standing Offer, the Province will pay the following all-inclusive, per diem Supplier Expenses
  - a) \$229.50 per full calendar day while on travel status (without receipts); OR
  - b) should the Province supply any of the above Employee Supplier Expenses or where only a partial work day is worked, the above allowance will be reduced as follows:

- i) accommodation: \$115.00 per day;
- ii) vehicle allowance (inclusive of fuel): \$65.00 per day; and
- iii) meals payable on the date of departure, travel status must start before 7:00 a.m. to claim breakfast; before 12:00 noon to claim lunch; and, on the date of return, travel status must end after 6:00 p.m. to claim dinner: \$16.50 breakfast, \$16.50 lunch, \$16.50 dinner, or \$49.50 for full day rate. (no receipts required).

SAMPLE



**APPENDIX A  
EQUIPMENT AND SERVICES OFFERED  
FOR MOBILE AVIATION FUEL**

EQUIPMENT						
<b>Mobile Fuelling Vehicle and Equipment:</b> Standby Rates will be ½ ( one half) All-inclusive Daily Rental Rate (Please attach list if necessary) enter 1 line for each machine						
Unit #	Make	Model	Year	Single Point/Under Wing/Over Wing (LFP)	Capacity (litres)	Daily Rental Rate (GST excluded)
<b>Tanker/Trailer Units:</b> Standby Rates will be 1/2 (one half All-inclusive Daily Rental Rate (Please attach list if necessary)						
<b>Unlined Carbon Steel Tank:</b> YES <input type="checkbox"/> NO <input type="checkbox"/> (Any suppliers providing equipment composed of unlined carbon steel tanks will clearly label the tanks in large format as <b>“Unlined Carbon Steel Tank”</b> . Labeling must be of sufficient size so any BCWS contacted pilot is able to read the labeling from the helicopter when landed to receive fuel.						
Type	Capacity (litres)	Daily Rental Rates (GST excluded)				
Truck Moves or Positioning Rate: (from point of hire/release)				\$ Per km <small>(taxes excluded)</small>	OR	\$ Per Hour <small>(taxes excluded)</small>
Resupply Rate:				\$ Per km <small>(taxes excluded)</small>	OR	\$ Per Hour <small>(taxes excluded)</small>

### OTHER SERVICES / SPECIAL CONDITIONS

Any other costs must be specified. Include rates and its unit of measure (i.e., per hour, per day, etc.)  
*(complete if applicable)*

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

### AVIATION FUEL (dispensed into-plane during any Service Period)

Quoted Fuel Price includes all other applicable taxes, freight and costs associated with subsequent fuel deliveries to the work site.

Prices quoted are based on today's Rack Price.

**Rack Price changes are to be quoted at the time the Service is requested and included on the Service Request Form.**

Jet A-1: \$ \_\_\_\_\_ *Per litre*      Jet B: \$ \_\_\_\_\_ *Per litre*      Avgas 100LL: \$ \_\_\_\_\_ *Per litre*

### OUTLINE OF RESPONDENT'S QUALIFIED PERSONNEL

List all personnel trained to perform the services in compliance with all Federal or Provincial laws and regulations.






Ministry of Forests  
Lands, and Natural  
Resource Operations

**APPENDIX B  
SERVICE REQUEST FORM  
FOR MOBILE AVIATION FUEL**

**RETURN BY FAX to the Ordering Office**

**ORDERING / BILLING OFFICE**

**REFERENCE**

**Office Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_  
**Ministry Representative:** \_\_\_\_\_

**Company:** \_\_\_\_\_  
**Standing Offer No.:** FUEL 2016 - \_\_\_\_\_  
**File Reference:** 770 – 04/Mobile Fuel  
**Incident/Project No.:** \_\_\_\_\_  
**Supplier Representative:** \_\_\_\_\_

**A. SERVICE PERIOD / LOCATION (to be completed by the Ministry):**

<b>Start Date:</b> _____	<b>Estimated Duration:</b> _____ Days
<b>Purpose/Operation:</b> _____	<b>Location:</b> _____

**B. EQUIPMENT:** **Meter Required:**  Yes  No

**Description:** \_\_\_\_\_ **Volume:** \_\_\_\_\_

**Operator(s):** \_\_\_\_\_

**C. SERVICE CONDITIONS:**

**STANDBYNOTES:**

**D. FEES:**

**All-Found Daily Truck Rental (Bowser) Rate:** *As per Appendix A of the Standing Offer*

**All-Found Daily Tank Rental (Trailer Unit) Rate:** *As per Appendix A of the Standing Offer*

**Truck moves or positioning charge:** N/A or \$ \_\_\_\_\_ Per hour

**Aviation Fuel: (as per Standing Offer or adjusted Rack Price as quoted below)**

Jet A-1: \$ \_\_\_\_\_ Per litre      Jet B: \$ \_\_\_\_\_ Per litre      Avgas 100LL: \$ \_\_\_\_\_ Per litre

<p><b>SIGNED AND DELIVERED</b> on behalf of the Province by an authorized representative of the Province:</p> <p>_____ date _____  signature  (PRINTED NAME)</p>	<p><b>SIGNED AND DELIVERED</b> by or on behalf of the Supplier (or by an authorized signatory of the Supplier if a corporation):</p> <p>_____ date _____  signature  (PRINTED NAME)</p>
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**APPENDIX D**  
**MOBILE AVIATION FUEL INSPECTION**  
**REPORT**  
**FOR MOBILE AVIATION FUEL**

**BC WILDFIRE SERVICE**  
**Mobile Aviation Fuel Inspection Report**

Inspection Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Company \_\_\_\_\_ Location \_\_\_\_\_

Equipment Type \_\_\_\_\_ Unit ID # \_\_\_\_\_ Capacity \_\_\_\_\_

Onsite Operator \_\_\_\_\_ Phone Number \_\_\_\_\_

CSA B836-14/NFPA 407 Ref

**Safety Markings (Vehicle / Trailer Unit)**

Clause 5.17.3

- Placards and fuel grade identification Yes  No
- VIPK Decals Current Yes  No
- 1 YR Visual (V)  5 YR Internal (I)  5 YR Pressure (P)  1 YR Leakage (K)

- Fuel Compartments Tagged to Identify Type/Grade Yes  No
- Caution Signage - Flammable Yes  No
- No Smoking Yes  No
- Fire Extinguisher Yes  No  Clause 6.2.3.1
- Spill Kit Location Yes  No
- Emergency Shut Off(s) Readily Available/Tagged Yes  No

**Security Features**

- Cabinets/Locked Storage Yes  No
- Locking Top Hatch Yes  No
- Valve, Sump Drains & Fill Caps Lockable Yes  No
- Master Electronic Switches Yes  No
- Loading & Unloading Hoses Yes  No
- Fall Protection (including ancillary equipment) Yes  No

**Comments:**

**Fuel Delivery**

**CSA B836-14/NFPA 407 Ref**

- Jet Fuel Certified Hose Meets API/EI 1529 Grade 2 Type C  Yes  No  Clause 4.8.1  
\*Grade 2 (rated to 300psi) Type C (electrically continuous)
- Minimum 60ft of 1.5" Aviation Grade Hose  Yes  No
- Date of Manufacture \_\_\_\_\_ (10 YR Life, must have hose certificate for proof of date)
- Yearly Hose Testing  Yes  No  Clause 5.22.2
- Type of Pump Gas  Diesel  P.T.O.  Electric
- Minimum flow 120 Litres / Minute  Yes  No
- Over-Wing Nozzle Flow Rate(120 litres/min) Estimate  Actual
- Single Point Flow Rate (600 litres/min) Estimate  Actual
- Hot fueling flow rate not to exceed 227 litre/min  Yes  No  NFPA 407 5.21.2
- Air Tanker Operations (600 litres/min) Estimate  Actual
- Pressure Control Testing (Air Tank Ops. Only)  Yes  No
- Deadman Control Valve testing (Air Tank Ops. Only)  Yes  No

*\* Grade 1 hose permitted if pressures are less than 100psi*

**Nozzle(s)**

- 100 mesh Screen  Yes  No  Clause 5.19
- Dust Capped  Yes  No
- Aviation Nozzle (non-locking)  Yes  No
- Bonding Cable with Clamp  Yes  No
- Emergency Shut Off  Yes  No  Clause 4.1.6
- Deadman Control switch - Single-Point Fuelling  Yes  No  Clause 4.10.7

**Meter Register**

- Make/Model \_\_\_\_\_
- Tagged w/ Last Calibration Date  Yes  No
- Last Calibration Date: \_\_\_\_\_ W&M approved  Yes  No
- Temperature Controlled Metering  Yes  No

**Comments**

## Filtration & Product Tank

- Filter Make/Model \_\_\_\_\_ Yes  No
- Single Stage Monitor Aviation Fuel Filter Yes  No  Clause 4.14 &
- Filter(s) Marked / Tagged (Yearly Change Out Date) Yes  No  Clause 5.24
- Low Points & Ability to Sample Fuel Yes  No
- Pre-Filter Yes  No
- Post-Filter (or Nozzle Sample) Yes  No
- Differential Pressure Gauges Yes  No  Clause 5.16.7

- Post Filter Plumbing: Steel  Stainless Steel  Aluminum  Non Ferrous  Other
- Product Tank has Low Point drains (or the ability to sample tank bottom) Yes  No
- Product Tank is: Steel  Stainless Steel  Non Ferrous  Epoxy Lined  Aluminum  Other
- Product Tank has: Manifolds  No Manifolds (product pipe goes direct to the internal)

*If filtration is coalescer/separator then it must qualify with EI 1581 Cat C & M and have S-L/W on data plate This confirms ok for into plane with FSII (qualifies with EI 1581 5th Edition)*

## Static Bonding

### CSA B836-14/NFPA 407 Ref

- Reel Type  Other  Specify \_\_\_\_\_ Clause 5.12.4
- 75ft with Clamp Yes  No  Clause 5.17.3
- 150 ft with Clamp (Airside) Yes  No  Clause 5.19.3
- Bonding System Resistance Tested (Valid Proof) Yes  No  Clause 5.26

*(Daily Test if Hot Fueling otherwise weekly. Must not exceed 25 OHM's)*

## Fire Extinguishers

- 2 x 20lb Fire Extinguishers with date tested tag Yes  No  Clause 6.2.2.1
- 20-BC Rating Yes  No
- BC Purple K Rating Recommended
- Date Tested by Qualified Contractor \_\_\_\_\_ Clause 5.17.1

## Spill Kit

- Minimum for 200 Litres Oil/Fuel Type Yes  No
- Sorbent pads (bundle) Yes  No
- Berm Kit to contain Yes  No
- Shovels and Gloves Yes  No
- Plug N Dike for emergency tank repair Yes  No

## Comments

**Mobile Fuelling Vehicle**

- Mobile Radio Programmed with Road Channels      Yes       No
- Mobile Radio Programmed with FLNRO              Yes       No
- Handheld Programmed with Road / FLNRO        Yes       No

**Fuel Sample Kit (to meet regulation)**              Yes       No

Last Contained \_\_\_\_\_ (Bio-fuel must have proof of steam cleaning)

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Comments: \_\_\_\_\_ Pass       Fail

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**This inspection was reviewed with the operator by the following designated representative for the Ministry of Forests, Lands, and Natural Resource Operations:**

Inspector Print: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Comments:**

**Fuel Delivery**

**CSA B836-14/NFPA 407 Ref**

- Jet Fuel Certified Hose Meets API/EI 1529 Grade 2 Type C  Yes  No  Clause 4.8.1  
\*Grade 2 (rated to 300psi) Type C (electrically continuous)
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- Make/Model \_\_\_\_\_
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**Comments**

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- BC Purple K Rating Recommended
- Date Tested by Qualified Contractor \_\_\_\_\_ Clause 5.17.1

## Spill Kit

- Minimum for 200 Litres Oil/Fuel Type Yes  No
- Sorbent pads (bundle) Yes  No
- Berm Kit to contain Yes  No
- Shovels and Gloves Yes  No
- Plug N Dike for emergency tank repair Yes  No

## Comments





## APPENDIX E FUEL SITE RISK ASSESSMENT

The objective of the *risk assessment* is to help operators understand the level of risk they are taking in managing their *fuel facility* for the purpose of taking appropriate risk-control measures.

Risk-ranking approach:

- a) Assign a risk-rank value (3 for high, 2 for medium, and 1 for low) for each of the risk identification categories indicated in the column on the left in Table 1.
- b) Add these values to arrive at the total risk-ranking value for the fuel storage facility.
- c) Based on the Risk-Rate Value, use Table 2 to determine appropriate levels of effort to mitigate risks at the fuel handling facility.

**Table 1.**

RISK IDENTIFICATION CATEGORY	RISK RANK: HIGH (3)	RISK RANK: MEDIUM (2)	RISK RANK: LOW (1)	ASSIGNED RISK- RANK VALUE
<b>ENVIRONMENTAL</b>				
Distance to nearest water course	< 50m	50m-100m	>100m	
Characteristic of soil at the <i>fuel facility</i>	Porous or unknown	Semi-porous	Non-porous clay/bedrock	
Slope of terrain surrounding the <i>fuel facility</i>	>6% slope	2-6% slope	<2% slope	
<b>OPERATIONAL</b>				
Site designation or description	High traffic logging road (main line)	Low traffic logging road (side spur)	No through traffic logging road	
Duration of <i>fuel facility</i> operations	>6 days	2-6 days	<2 days	
Volume of fuel stored at the <i>fuel facility</i>	>4500L	500L-4500L	<500L	
Number of times the <i>fuel facility</i> is used per day	>12 times per day	6-12 times per day	<6 times per day	
Amount of traffic around the <i>fuel facility</i>	>15 people on site	5-15 people on site	<5 people on site	
<b>PREVENTION / PREPAREDNESS</b>				
Distance to additional spill response cache	>60 minutes	15-60 minutes	<15 minutes	
Additional <i>spill control</i>	Tank with no <i>secondary containment</i>	Tank with <i>secondary containment</i>	Tank with <i>secondary containment</i> & additional spill control – graded site	
Last spill response training session for everyone handling fuel	Operator not trained in >2 years	Operator not trained in 1-2 years	Operator trained in last year	
<b>TOTAL RISK-RANK VALUE (total of all the Assigned Risk-Rank Values):</b>				

**Table 2.**

NUMERICAL VALUE	RISK RANKING	RECOMMENDED RISK CONTROL MEASURES
<12	Low Risk	a) No additional control measures necessary.
12-23	Medium Risk	a) Additional control measures should be considered to reduce risk. b) Document inspections.
>23	High Risk	a) Additional controls are necessary to reduce risk. b) Consider moving the fuel facility. c) Document inspections.