



Ministry of Forests,  
Lands and Natural Resource  
Operations

## Into-Plane Mobile Aviation Fuel Standing Offer

FILE/STANDING OFFER NO: 1070-20/INTO-PLANE AVIATION MOBILE FUEL 18 SO # <u>IPAFBCWS-0001</u>	THIS STANDING OFFER DATED FOR REFERENCE THE 1 <sup>ST</sup> <sup>July</sup> June, 2017.
PROJECT DESCRIPTION: INTO-PLANE MOBILE AVIATION FUEL SERVICES	

**BETWEEN:**

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

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

Phone Number: (250) 312-3008..... FAX Number: (250) 554-5468

(the "Province")

**AND:**

Full LEGAL name of Individual or Company:

Executive Flight Centre Fuel Services Ltd.  
(please print clearly)

Physical & Mailing Address (including Postal Code):

200, 680 Palmer Road NE  
Calgary, Ab. T2E 7R3

Phone No. 403.291.2825 After Hours Phone No. 403.969.7669

Facsimile Number: 403.291.2245

E-mail Address: mcuncannon@efcaviation.ca

Corporate Business No: 892945825 WorkSafeBC No. 941477

(the "Offeror")

Referred herein as to the "Parties"

---

## WHEREAS:

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

Accordingly, the Parties agree as follows:

## 1.0 DEFINITIONS

- 1.1 In this Standing Offer ("SO"), unless the context otherwise requires:
  - a) "Affected Party" means a party prevented from performing its obligations under a Contract because of an Event of Force Majeure;
  - b) "Event of Force Majeure" means a natural disaster, fire, flood, storm, epidemic or power failure, war (declared or undeclared), insurrection or act of terrorism or piracy, strike (including illegal work stoppage or slowdown) or lockout, or a freight embargo if such event prevents a Party from performing its obligations in accordance with a Contract and is beyond the reasonable control of that Party;
  - c) "Equipment" means the Offeror's equipment meeting the specifications set out in the RSO and which is required in providing the Services;
  - d) "Into-Plane Fee" means the per litre fee set out in Schedule B of this SO, as the same may be adjusted in accordance with the pricing mechanism therein.
  - e) "Offeror Representative" means the representative and designated back-up assigned by the Offeror to administer this SO;
  - f) "Provincial Representative" means any individual designated from time to time by the Province to administer this SO on behalf of the Province;
  - g) "Rack Rate" means the rate for aviation fuel on the first business day of the week of a Standing Offer according to the published marker identified in Schedule B of this SO, as the same may be adjusted in accordance with the pricing mechanism provided for therein;
  - h) "Requisitioning Ministry Representative" means an individual designated by the Province to administer any Service Request;
  - i) "Request for Standing Offer" or "RSO" means the request for standing offer No. IPAF18BCWS;
  - j) "Service Request" means any verbal or written direction by the Province to the Offeror requesting Services;
  - k) "Services" means the provision and agent handled into-plane delivery of Jet A-1 aviation fuel and such ancillary services as are required on the terms and conditions of this SO and any terms and conditions of the RSO incorporated herein;
  - l) "Term" has the meaning ascribed thereto in Article 3.1;
  - m) "Total Price" means the per litre compensation payable to the Offeror for Services provided pursuant to a Contract and is comprised of the Into-Plane Fee and the Rack Rate.
- 1.2 Unless otherwise specified, reference to "Province", "we", "us", or "our", means Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Forests, Lands and Natural Resource Operations.



## **2.0 STANDING OFFER DOCUMENTS AND MODIFICATIONS**

### **Documents**

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

<b>Schedule</b>	<b>Title</b>
Schedule A	Services
Schedule B	Pricing
Schedule C	Insurance

### **Amending Documents**

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

### **Conflict Between Documents**

- 2.3 If there is a conflict or inconsistency between this SO and a Service Request, the order of precedence will be, in the absence of any express statement made to the contrary in the Service Request, this SO and then the Service Request. For the purposes of clarity, if there is a conflict or inconsistency between this SO and a Service Request, the Service Request will take precedence only if and to the extent that such Service Request expressly states that it amends this SO. If there is a conflict or inconsistency between this SO and the RSO, the order of precedence will be this SO and then the RSO.

## **3.0 TERM OF STANDING OFFER AND COMMENCEMENT OF SERVICES**

- 3.1 The term of this SO (the "Term") begins on the date first written above and ends on March 31, 2018, unless the Offeror withdraws from this SO in accordance with Article 6.1, the SO is terminated under Article 16, or the SO is renewed in accordance with Article 3.3.
- 3.2 The Offeror shall not conduct any Services until the Province requisitions the Offeror to commence Services pursuant to Article 5.

### **Option to Renew**

- 3.3 Subject to satisfactory performance by the Offeror and the availability of funding by the Province, this SO may be renewed for three additional one-year periods by written agreement of the Parties.

## **4.0 STANDING OFFER - GENERAL**

- 4.1 The Offeror makes the offer set out in this SO on the following terms and conditions:
- (a) the establishment of this SO does not oblige the Province to authorize or order any Services from the Offeror, and the Province makes no commitment as to the value of Services that may be requested from the Offeror over the Term;
  - (b) 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;
  - (c) the Offeror will promptly provide the Provincial Representative written notice of any additions or deletions to the Services it offers to provide in this SO and, notwithstanding the foregoing, the Offeror acknowledges that where the Offeror makes additions to the list of Services offered, such additions will be subject to review and acceptance by the Province at the Province's sole discretion; and
  - (d) This SO is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

## **5.0 REQUEST FOR SERVICES**

- 5.1 A Service Request may be issued by the Province by various methods, including: telephone, in person, email or other electronic method, and in writing.
- 5.2 Subject to Article 5.3, upon receiving and accepting a Service Request, the Offeror must, unless directed otherwise by the Requisitioning Ministry Representative who issued that Service Request, immediately and without any delay commence the Services.
- 5.3 Without limiting any other provisions of this SO, including but not limited to this Article 5, Article 14 and the Province's right to terminate as set out in Article 16, if the Provincial Representative or a Requisitioning Ministry Representative reasonably determines that the weather or other conditions make it unsuitable or unsafe for Services to proceed, then he/she may suspend the Services for a specified or indefinite period of time, by delivering notice to the Offeror by any of the methods provided for in Article 18.1.
- 5.4 Neither Party will be liable to the other for compensation or Loss of any kind arising out of the suspension of Services made pursuant to Article 5.3. Following a suspension of Services pursuant to Article 5.3, and upon receipt by the Province of a statement of account and invoice in the manner and form described in this SO, the Province will pay to the Offeror for those Services actually provided prior to such suspension.

## **6.0 NOTIFICATION OF WITHDRAWAL**

- 6.1 In the event the Offeror wishes to withdraw this SO, the Offeror shall provide no less than thirty (30) days' written notice to the Province, and such withdrawal of this SO will not be effective until receipt of such notification and upon expiry of the notice period.

## **7.0 PARTY REPRESENTATIVES**

### **Requisitioning Ministry Representative**

- 7.1 The Province shall appoint a Requisitioning Ministry Representative who has full authority to act on behalf of the Province in connection with this SO.
- 7.2 The Requisitioning Ministry Representative may require the Offeror to provide such evidence as is reasonably necessary to satisfy the Requisitioning Ministry Representative that the Services are being performed in accordance with this SO.

### **Offeror Representative**

- 7.3 The Offeror shall appoint an Offeror Representative, fluent in English, who shall have full authority to act on behalf of the Offeror in connection with the Services and any Service Request. The Offeror Representative will be available during business days or as the Province may otherwise reasonably require.
- 7.4 Upon entering into this SO, the Offeror shall notify the Province in writing of the Offeror Representative, including, at a minimum, the Offeror Representative's name, title, email address, phone number and 24/7 emergency phone number.
- 7.5 If, in the reasonable opinion of the Province, the Offeror's Representative is not suitably experienced or is unable to properly supervise the Services or communicate with Requisitioning Ministry Representative, then the Offeror shall, upon receipt of written notice from the Province, replace that representative and immediately notify the Province of the new Offeror Representative and contact information set out in Article 7.4 hereof.
- 7.6 The Offeror may not replace the Offeror Representative without the prior written consent of the Provincial Representative.
- 7.7 Services carried out by the Offeror must be under the supervision of the Offeror Representative.



## **8.0 REPRESENTATIONS AND WARRANTIES**

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

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

## **9.0 OFFEROR'S OBLIGATIONS**

- 9.1 Unless otherwise agreed in writing, the Offeror is responsible for all charges, costs, expenses, and contingencies necessary to fulfill its legal obligations and for the efficient operation of the Equipment. The Offeror must supply and pay for all labour, materials, equipment, tools, fees, facilities, and approvals and licences necessary or advisable to perform its obligations under this SO.
- 9.2 The Offeror will provide, instruct, maintain, and supervise at all times, a sufficient number of qualified personnel to enable timely and proper performance and completion of the Services. All such persons shall be competent, English literate, efficient and qualified by education, training, and experience to carry out the tasks to which each is assigned.
- 9.3 In the performance of the Offeror's obligations under this SO, the Offeror must comply with all applicable laws, including equipping, operating and maintaining all Equipment in accordance with Canadian and British Columbia laws and regulations and CSA Standard B836-14.
- 9.4 To the satisfaction of the Province, the Offeror must:
- (a) Perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services requested herein;
  - (b) Ensure that the Equipment is serviced, repaired, overhauled, tested, improved and maintained in a safe and operational state of condition at all times and in accordance with the manufacturers' recommended standards and maintenance programs and any applicable regulations; and



- (c) Secure and maintain in good standing all necessary approvals and certificates for the Equipment required in the performance of the Services.

9.5 The Offeror acknowledges and agrees that it is the sole responsibility of the Offeror, upon receiving and accepting a Service Request, to satisfy itself as to:

- (a) the nature and magnitude of the Services so requested; and
- (b) the general character, quality and quantity of the Equipment and other materials required to properly and completely execute and complete the Services so requested.

9.6 Any failure by the Offeror to discover matters which affect or could affect the Services shall not relieve the Offeror, from any of its obligations under the SO.

#### **Cooperation with Other Contractors**

9.7 Where, in the reasonable opinion of the Province, it is necessary for another contractor to provide Services at the same location where the Offeror is also providing Services, the Offeror shall cooperate with the Province and the other contractor.

9.8 Upon becoming aware of any apparent deficiencies in any other persons work which would affect the Services, the Offeror shall promptly report such deficiencies in writing to the Requisitioning Ministry Representative.

### **10.0 PAYMENT**

10.1 If the Offeror complies with the terms of this SO, the Province will pay the Offeror:

- (a) at the rates and times described in Schedule B;
- (b) the expenses, if any, in accordance with Schedule B, but only if such expenses were pre-approved by the Requisitioning Ministry Representative; 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.

10.2 The Province may withhold from any payment due to the Offeror 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 section must be promptly paid by the Province to the Offeror upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

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

10.4 Unless otherwise specified in this SO, all references to money are in Canadian dollars.

10.5 If the Offeror is not a resident in Canada (within the meaning of the *Income Tax Act*), the Offeror acknowledges that the Province may be required by law to withhold income tax from the fees payable and then to remit that tax to the Receiver General of Canada on the Offeror's behalf.

10.6 The Offeror must not, in relation to performing its obligations under this SO, commit or purport to commit to the Province to pay any money except as may be expressly provided for in this SO.



**10.7 The Offeror must:**

- (a) Apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Offeror as a result of this SO that the Province has paid or reimbursed to the Offeror or agreed to pay or reimburse to the Offeror under this SO; and
- (b) Immediately on receiving, or being credited with, any amount applied for under paragraph (a) remit that amount to the Province.

**10.8 In order to obtain payment of any fees or expenses the Offeror must submit written statements of account to the Province in a form satisfactory to the Province. The Statement of Account(s) must show the following:**

- (a) Offeror's legal name, address, the date and the period of time which the invoice applies ("Billing Period"), the contract number, and a statement number for identification;
- (b) the calculation of all fees claimed for the Billing Period, with hours, dates, rates, and name(s) of persons providing the Services, a description of specific services/works completed during the Billing Period, including a declaration that the Services have been completed;
- (c) where expenses are to be paid, a chronological listing, in reasonable detail and with dates, of all expenses claimed for the Billing Period with receipts or copies of receipts, where applicable, attached;
- (d) if claiming reimbursement of any GST or other applicable taxes paid or payable by the Offeror in relation to those expenses, a description of any credits, rebates, refunds, or remissions the Offeror is entitled to from the relevant taxation authorities in relation to those taxes; and
- (e) the calculation of any applicable taxes payable by the Province in relation to the Services provided for the Billing Period as a separate line item (excluding taxes paid directly by the Offeror to a supplier).

## **11.0 INDEMNITY AND INSURANCE**

### **Indemnification**

- 11.1** The Offeror agrees to 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 that the Province or any of its employees or agents may sustain, incur, suffer or be put to at any time, either before or after this SO ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
  - (a) Any act or omission by the Offeror or by any of its agents, employees, officers, directors or in connection with provision of Services;
  - (b) Any representation or warranty by the Offeror being or becoming untrue or incorrect; or
  - (c) Any breach by the Offeror of a covenant contained in this SO.
- 11.2** The Offeror, in the event of any Loss suffered or anticipated to be suffered, shall take all reasonable steps to prevent any such Loss or further Loss from occurring, including removal of the property.

### **Insurance**

- 11.3** The Offeror must comply with the Insurance Schedule attached as Schedule C.
- 11.4** It is solely the Offeror's responsibility to ensure all policies of insurance remain in effect during any provision of Services and that such policies are in accordance with the terms and conditions set out in the attached Schedule C.
- 11.5** Promptly upon a request of the Province the Offeror shall provide the Province evidence of insurance coverage in accordance with the attached Schedule C.

## **Workers Compensation Coverage**

- 11.6 Without limiting the generality of any other provision of this SO, the Offeror must comply with all applicable occupational health and safety laws in relation to the performance of its obligations under this SO, including the *Workers Compensation Act* (British Columbia).
- 11.7 At the Offeror's own expense, and where required under *Workers Compensation Act* (British Columbia), the Offeror must obtain WorkSafeBC coverage for all workers and any shareholders, directors, partners or other individuals employed or engaged in the performance of the Services.
- 11.8 If the Offeror is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* (British Columbia), it must apply for and maintain Personal Optional Protection under the *Workers Compensation Act*.
- 11.9 The Offeror is responsible for all fines, levies, penalties and assessments made or imposed under the *Workers Compensation Act* (British Columbia) and regulations relating in any way to the Services.
- 11.10 Upon the Province's request the Offeror must provide evidence of its compliance with Articles 11.7, 11.8 and 11.9.

## **12.0 PRIVACY, SECURITY AND CONFIDENTIALITY**

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

## **13.0 AUDIT AND INSPECTION**

- 13.1 The Offeror grants to the Province, its servants, employees and agents the right to inspect the Equipment upon reasonable notice.
- 13.2 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at its sole discretion and expense, at any reasonable time and on reasonable notice to the Offeror, conduct an audit of the technical, maintenance and other records respecting the Services or this SO, including the right to inspect and take copies of such records. In respect to such audits the Offeror will fully cooperate with the Province in conducting the audit.



## **14.0 FORCE MAJEURE**

- 14.1 An Affected Party is not liable to the other Party for any failure or delay in the performance of the Affected Party's obligations resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of Article 14.2.
- 14.2 An Affected Party must promptly notify the other Party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

## **15.0 NON-COMPLIANCE WITH STANDING OFFER OR SERVICE REQUEST**

- 15.1 An "Event of Default" means any of the following, whether any such event be voluntary, involuntary or result from the operation of law or any judgment or order of any court or administrative body:
- (a) The Offeror fails to observe, perform or comply with any provision of this SO;
  - (b) any representation or warranty made by the Offeror in this SO is or becomes untrue or incorrect at any time;
  - (c) the Offeror fails to furnish and give to the Province notice that there has occurred, or is continuing, a default under this SO including specifying particulars of the same;
  - (d) a change occurs to the Offeror's business or operations, including property, assets and conditions (financial or otherwise), which in the reasonable opinion of the Province, materially and adversely affect the Offeror's ability to fulfil any of its obligations or provide the Services under this SO;
  - (e) an "Insolvency Event" occurs in respect of the Offeror, which means any of the following:
    - (i) an order is made, a resolution is passed or a petition is filed, for the Offeror's liquidation or winding up;
    - (ii) the Offeror commits an act of bankruptcy, makes an assignment for the benefit of creditors or otherwise acknowledges its insolvency;
    - (iii) a bankruptcy petition is filed or presented against the Offeror or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Offeror;
    - (iv) a compromise or arrangement is proposed in respect of the Offeror under the *Companies' Creditors Arrangement Act* (Canada);
    - (v) a receiver or receiver-manager is appointed for any of the Offeror's property; or
    - (vi) the Offeror ceases, in the reasonable opinion of the Province, to carry on business as a going concern.
- 15.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its sole discretion, elect to do any one or more of the following:
- (a) By written notice to the Offeror, if the Event of Default is capable of being 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; and
  - (c) by written notice to the Offeror, terminate this SO with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under paragraph (a) above.
- 15.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.



- 15.4 If the Offeror becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Offeror 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 the Offeror proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Offeror proposes to take to prevent the occurrence of the anticipated Event of Default.

## **16.0 TERMINATION**

- 16.1 In addition to the Province's right to terminate this SO under Article 15.2(c), the Province reserves the right to, at the Province's sole discretion and for any reason, terminate this SO upon providing at least five (5) days written notice to the Offeror.
- 16.2 Unless otherwise provided, in the event of termination of this SO under Article 16.1:
- (a) the Province will, within 30 days of such termination, and upon submission of an acceptable invoice, pay any unpaid portion of the fees payable to the Offeror and reimbursable expenses, if any, which corresponds with the portion of the Services that was completed to the Province's satisfaction prior to termination of the SO;
  - (b) The Province will provide written notice within 30 days of termination, notifying Offeror of any amounts owed to the Province due to incomplete or unsatisfactory work; and
  - (c) The Offeror must, within 30 days of receipt of the notice under 16.2(b), repay the Province any portion or amount of the fees or expenses paid prior to termination of the SO as outlined in that notice.
- 16.3 The payment described in Article 16.2(a) discharges the Province from all liability to make further payments to the Offeror.

## **17.0 DISPUTE RESOLUTION**

- 17.1 In the event of any dispute between the Parties arising out of or in connection with this SO, the following dispute resolution process will apply unless the Parties otherwise agree in writing:
- (a) The Parties must initially attempt to resolve the dispute through collaborative negotiation;
  - (b) If the dispute is not resolved through collaborative negotiation within 15 business days of the date the dispute first arose, the Parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
  - (c) If the dispute is not resolved through mediation within 30 business days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act* (British Columbia).
- 17.2 Unless the Parties otherwise agree in writing, an arbitration or mediation under Article 17.1 will be held in Victoria, British Columbia.
- 17.3 Unless the Parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the Parties must share equally the costs of a mediation or arbitration under Article 17.1 other than those costs relating to the production of expert evidence or representation by counsel, which costs shall be borne by each Party as incurred.

## **ARTICLE 18 GENERAL CONDITIONS**

- 18.1 Any notice or document contemplated, to be effective, must be in writing and delivered by, and will be deemed to be received, as follows:
- (a) Hand delivered to the Party's representative identified in accordance with Article 7, in which case it will be deemed to be received on the day of its delivery;



- (b) Delivered by prepaid post to the Party's address specified on the first page of this SO, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth business day after its mailing;
  - (c) Delivered by courier service to the Party's address specified on the first page of this SO, in which case it will be deemed received on the actual date of delivery as evidenced by courier receipt and tracking confirmation; or
  - (d) Delivered by facsimile or electronic transmission to the Party's representative identified in accordance with Article 7, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a business day, in which cases it will be deemed to be received at the start of normal business hours on the next business day.
- 18.2 Either Party may from time to time give notice to the other Party of a substitute address, email address, or fax number, which from the date such notice is given will supersede for purposes of Article 18.1 any previous address, Email address, or fax number specified for the Party giving the notice.
- 18.3 The Offeror must not assign its rights or obligations under this SO without the Province's prior written consent, which consent may be arbitrarily withheld.
- 18.4 A waiver of any term or breach of this SO is effective only if it is in writing and signed by, or on behalf of, the waiving Party and is not a waiver of any other term or breach.
- 18.5 Articles 8.1, 10.1 to 10.8, 11.1, 11.2, 12.1 to 12.5, 14.1, 14.2, 15.1 to 15.4, 17.1 to 17.3, 18.5 and 18.7, any accrued but unpaid payment obligations, and any other Articles of this SO (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this SO, will continue in force indefinitely, even after this SO ends.
- 18.6 This SO, together with the schedules and appendices attached hereto, any Service Request that may be issued under this SO and, to the extent it does not conflict with this SO, the RSO, constitutes the entire agreement of the Parties in connection with the matters included herein, and any previous agreements, understandings and negotiations on those subject matters have no further effect after the effective date of this SO.
- 18.7 The Province and the Offeror are non-exclusive, independent contracting parties, and nothing in this SO, and nothing done pursuant to this SO, will create or be construed to create a partnership, joint venture, agency, employment or other similar relationship between the Parties. At all times the Offeror will conduct its business and affairs in a manner consistent with maintaining its independent contractor status.

## **ARTICLE 19 INTERPRETATION**

19.1 In this SO, unless the context requires otherwise:


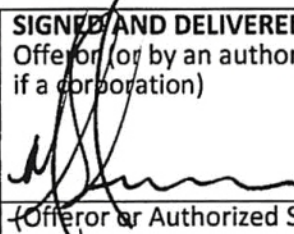
- (a) "Includes" and "including" are not intended to be limiting;
- (b) "attached" means attached to this SO when used in relation to a schedule or appendix;
- (c) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from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

[the remainder of this page left intentionally blank]

## ARTICLE 20 EXECUTION AND DELIVERY

20.1 This SO may be entered into by being executed by the Parties in one or more counterparts and such executed copies may delivered to each Party by a method provided for in Article 18.1 or any other method agreed to by the Parties.

The Parties have executed this SO as follows:

<b>SIGNED AND DELIVERED</b> on behalf of the Province by an authorized representative of the Province	<b>SIGNED AND DELIVERED</b> by or on behalf of the Offeror (or by an authorized signatory of the Offeror if a corporation)
	
(Authorized Ministry Expense Authority)	(Offeror or Authorized Signatory)
<u>Leanne Ingham</u>	<u>MIKE CONCANNON</u>
(PRINTED NAME of Ministry /Expense Authority)	(PRINTED NAME of Offeror)
Dated this <u>30</u> day of <u>June</u> , 20 <u>17</u>	Dated this <u>30</u> day of <u>June</u> , 20 <u>17</u>



# SCHEDULE A – SERVICES

## SERVICES

1. Upon receiving a Service Request issued by the Province, the Offeror agrees to transport and provide agent handled delivery of Jet A-1 aviation fuel, in accordance with the terms of such Service Request, this SO, and the RSO.
2. In the event the Offeror is unable to meet the demand for fuel or has a break in service the Offeror must notify the Requisitioning Ministry Representative within 5 minutes. If the Offeror is unable to provide the Services in as timely and expedient a manner as is required by the Province in its sole discretion, the Province may:
  - (a) terminate the SO and procure some or all of the Services from another service provider; or
  - (b) procure some or all of the Services from another service provider.
3. Bulk delivery and storage, into-plane delivery arrangements and handling are the responsibility of the Offeror. The Province requires timely delivery of quality fuel to support contract aircraft in firefighting roles.
4. The Province reserves the right to make changes to its operating procedures, strategies and tactics at any time during this SO.

## FUEL REQUIREMENTS – TYPES AND SPECIFICATIONS

5. The Province requires Jet A-1 fuel and supplied fuel must meet the CSA International B836-14 Storage, Handling and Dispensing of Aviation Fuel in Aerodromes of Jet A-1 fuel unless otherwise approved in advance. The Offeror may be asked to demonstrate such compliance (i.e. company policies, manuals, certifications etc.).

## SAFETY REQUIREMENTS

6. Offeror's Equipment and handling procedures related to fuel delivery and storage must be in accordance with industry standards and regulations established by regulatory agencies governing safety and environmental protection.
7. The Offeror must immediately report any spill or environmental incident to the Provincial Representative.

## STANDARDS OF CONDUCT

8. The Province expects that the Offeror's employees will respect the Provincial government's Standards of Conduct regarding the use of social media. Contractors and sub-contractors acting for and on behalf of the Province must conduct themselves with the highest standards, instill confidence and trust, and not bring the BC Public Service into disrepute. There is zero tolerance for the use of drugs, alcohol and any unsafe behaviour. There is zero tolerance for intimidation, harassment, discrimination and any acts of aggression or violence.

A more detailed version of the Provincial Standards of Conduct can be found at <http://www2.gov.bc.ca/myhr/article.page?ContentID=45bf7662-adf9-8a5f-74f1-657fedd69edf&PageNumber=1>

**Note** – Only authorized personnel of the Province are permitted to answer questions from the public or post information and/or pictures of fire suppression activities to social media. An Offeror will cause all its personnel to refrain from posting information and/or pictures about fire suppression activities to social media obtained while working for the Province.

## SCHEDULE B – PRICING

1. The Offeror agrees to provide the Services at the following locations, prices, times and other terms set out in the tables below:

Location of Airports Where Bowser Service is Available	Published Marker	Into-Plane Fee	Emergency Call Out Price	Hours of Operation	Emergency 24/7 Call Out Hours	Number of Bowsers	On-Site Storage Capacity (litres)
[Kamloops]	[Jet A – US Gulf Coast]	s.21		[07:00 - 22:00]	[22:01 - 06:59]	[3]	[10,000]
Ft. St John	USGC *			0700-1900	1901-0659	2	140,000
Terrace	USGC *			0700-1900	1901-0659	2	75,000
Pentteton	USGC *			0700-1900	1901-0659	1	65,000
Kamloops	USGC *			0700-1900	1901-0659	2	38,000

\*USGC PIPE Jet K 54 - All taxes extra.

EMERGENCY/CALL OUT INFORMATION	
NAME: <u>ROGER NICKEL</u>	TITLE: <u>BC Fuel Sales &amp; YKA Base Manager</u>
EMAIL: <u>rnickel@efcaviation.ca</u>	
PHONE #: <u>250-376-9069</u>	24/7 PHONE #: <u>250-819-1015</u>

2. The Province will pay to the Offeror the Total Price for fuel delivered as follows:

- (a) The Total Price is comprised of the Rack Rate as determined in sub-Section 2(b) below, and the Into-Plane Fee as determined in sub-Section 2(c) below, for the location at which Services are provided.
- (b) The Rack Rate will be determined as follows:
  - (i) for the first week of the SO the Rack Rate will be the published rate for aviation fuel on the first business day of the SO according to the published marker indicated in section 1 above; and
  - (ii) for each subsequent week, the Offeror will have the option to apply the same Rack Rate as the week before, or, on the first business day of such week, provide e-mail notification of that day's published rate for aviation fuel according to the published marker indicated in section 1 above (the "New Rate"), in which case the Rack Rate in respect of all fuel provided from the second business day of such week until the end of the week will be the New Rate.
- (c) The Into-Plane Fee will be determined as follows:
  - (i) for the first week of the SO the Into-Plane fee will be the rate indicated in the table in Section 1 above; and
  - (ii) for each subsequent week, the Offeror will have the option to apply the same Into-Plane Fee as the week before, or, on the first business day of such week, provide e-mail notification of a new Into-Plane Fee for that week, in which case the new Into-Plane Fee will apply to all fuel provided under the Contract from the second business day of such week until such time as the Into-Plane Fee is modified again in accordance with this Schedule B.



3. If the Province requires Services within the Emergency 24/7 Call Out Hours indicated in section 1 above, the Province will pay to the Offeror the Emergency Call Out Price in addition to the Total Price for fuel provided.
4. Email notice to the Province pursuant to Section 2(b)(ii) and Section 2(c)(ii) above must be provided to the Province at [forpccp.airpwcc@gov.bc.ca](mailto:forpccp.airpwcc@gov.bc.ca) by 12:00 on the first business day of the week.
5. For greater certainty, the Offeror will not be permitted to elect to change the applicable Rack Rate or Into-Plane Fee on any day other than the first business day of a given week during a Service Period.
6. If the Province requires and the Offeror is able to provide aviation fuel with Fuel System Icing Inhibitor (FSII), the parties may agree to add a pre-determined per litre fee to all fuel provided with FSII to the Total Price.

#### INVOICING

7. In order to obtain payment for Services provided, the Offeror must submit to the Province a detailed invoice no less than weekly and no longer than monthly intervals with the following information:

Into-Plane	Bulk Purchases
• Date of purchase	• Date of purchase
• Aircraft registration number	
• Fuel slip number	• Receiving document, signed by receiver
• Fuel type	• Fuel type
• Fuel volume	• Fuel volume
• Total – volumes extended by price	• Total – volumes extended by price
• Other charges – noted separately	• Other charges – noted separately
• Line items for each location sorted by aircraft registration number	

8. Invoices are to be submitted to the address provided on this SO.
9. Each invoice must show the following:
  - (a) Offeror's legal name, address, GST registration number date of the statement, statement number;
  - (b) date of purchase, Aircraft registration number, fuel slip number, fuel type, fuel volume, total volumes extended by price, other charges – noted separately; and
  - (c) any other billing information reasonably requested by the Requisitioning Ministry Representative.
10. All fuel slips must be signed by the aircraft's pilot or such other representative of the Province as may be designated from time to time.
11. Where travel expenses are to be paid, a chronological listing, in reasonable detail and with dates, of all travel expenses claimed for the billing period with receipts or copies of receipts, where applicable, must be attached.

## Schedule C – Insurance

1. Without restricting the generality of the indemnification provisions contained in the SO, the Offeror shall, at its own expense, provide and maintain the following insurance coverage as fully specified in Section 9 below and any additional insurance which it is required by law to carry or which it considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in its sole discretion.
2. All such insurance described herein must be primary and not require the sharing of any loss by any insurer of the Province.
3. Insurance shall be placed with insurers licensed to underwrite such insurance in Canada and in forms and amounts acceptable to the Province. All such insurance shall be at no expense to the Province. If the Province requires additional insurance coverage to be obtained by the Offeror, the additional expense of such additional insurance shall be borne by the Province.
4. The Offeror shall prior to the commencement of services and before any payments are made under this SO, provide 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 Offeror shall provide certified copies of required insurance policies.
5. ICBC's Confirmation of Automobile Insurance Coverage (Form APV 47) or Confirmation of Unlicensed Vehicle Coverage (Form APV 45) may be used when applicable as evidence of Automobile Liability Insurance for vehicles or off-road vehicles used during the performance of the services.
6. The insurance policies, except for ICBC Automobile Liability Insurance, shall provide that the insurance shall not be cancelled or materially changed so as to affect the coverage provided under the Agreement, without the Insurer giving at least thirty (30) days prior written notice to the Province. Material change with respect to Professional Liability Insurance does not require the Insurer to give thirty (30) days prior written notice to the Province.
7. Failure to provide the required insurance documentation shall result in termination of the SO.
8. If the insurance policies expire prior to the end of the Term, the Offeror shall provide the ministry 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 or APV45, if applicable, at least ten (10) days prior to the expiry date of the policies listed in this Schedule.
9. The following forms of insurance and specified minimum limits are required:

### a) Aviation General Liability

**Aviation General Liability Insurance** insuring against liability of the Offeror, 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 Offeror;
- 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 Offeror, 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.



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

The Offeror shall ensure that all its subcontractors performing Services under this Standing Offer carry insurance in the form and limits specified.

**b) Automobile Liability**

Where any licensed vehicle or off road vehicle is owned, leased, rented, or used in the performance of this Agreement, Third Party Automobile Liability insurance in an amount not less than \$2 million inclusive per occurrence must be provided for any such vehicle.



**Assessment Department**  
**Mailing Address**  
PO Box 5350  
Station Terminal  
Vancouver BC V6B 5L5

**Location**  
6951 Westminster Highway  
Richmond BC  
V7C 1C6  
www.worksafebc.com

**Clearance Section**  
Telephone 604 244 6380  
Toll Free within Canada  
1 888 922 2768  
Fax 604 244 6390

Ministry of Forests, Lands & Natural Resource Operations  
3080 Airport Road  
KAMLOOPS, BC V2B 7X2

June 30, 2017

**Person/Business : EXECUTIVE FLIGHT CENTRE FUEL SERVICES LTD**  
**940477 AQ(091)**

This letter provides clearance information for the purposes of Section 51 of the *Workers Compensation Act*.

We confirm that the above-referenced firm is active, in good standing, and has met WorkSafeBC's criteria for advance clearance. Accordingly, if the addressee on this letter is the prime contractor, the addressee will not be held liable for the amount of any assessment payable for work undertaken by the above-referenced firm to **July 01, 2017**.

This firm has had continuous coverage with us since May 01, 2014.

Employer Service Centre  
Assessment Department

s.21

**For more information about Section 51 and clearance letters visit [WorkSafeBC.com](http://WorkSafeBC.com)**

*Please refer to your account number in your correspondence or when contacting the Assessment Department.*

**To alter this document constitutes fraud.**





Ministry of Forests,  
Lands and Natural Resource  
Operations

## Into-Plane Mobile Aviation Fuel Standing Offer

FILE/STANDING OFFER NO:  
1070-20/INTO-PLANE AVIATION MOBILE FUEL  
18 SO # 1PAFBCWS-0002

THIS STANDING OFFER DATED FOR REFERENCE THE 1<sup>ST</sup> <sup>July</sup> June, 2017.

PROJECT DESCRIPTION: INTO-PLANE MOBILE AVIATION FUEL SERVICES

**BETWEEN:**

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

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

Phone Number: (250) 312-3008..... FAX Number: (250) 554-5468

(the "Province")

**AND:**

Full LEGAL name of Individual or Company:

SHELL CANADA Products by its managing partner SHELL CANADA  
(please print clearly) LIMITED.

Physical & Mailing Address (including Postal Code):

400 4th AVENUE SW

P.O. BOX 100 STATION M

CALGARY, AB, T2P 2H5

Phone No. 403-691-2907 After Hours Phone No. 403-691-2907

Facsimile Number: ---

E-mail Address: denise.holmes@shell.com

Corporate Business No: 8973946 WorkSafeBC No. A0093906

(the "Offeror")

Referred herein as to the "Parties"

---

## WHEREAS:

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

Accordingly, the Parties agree as follows:

## 1.0 DEFINITIONS

1.1 In this Standing Offer ("SO"), unless the context otherwise requires:

- a) **"Affected Party"** means a party prevented from performing its obligations under a Contract because of an Event of Force Majeure;
- b) **"Event of Force Majeure"** means a natural disaster, fire, flood, storm, epidemic or power failure, war (declared or undeclared), insurrection or act of terrorism or piracy, strike (including illegal work stoppage or slowdown) or lockout, or a freight embargo if such event prevents a Party from performing its obligations in accordance with a Contract and is beyond the reasonable control of that Party;
- c) **"Equipment"** means the Offeror's equipment meeting the specifications set out in the RSO and which is required in providing the Services;
- d) **"Into-Plane Fee"** means the per litre fee set out in Schedule B of this SO, as the same may be adjusted in accordance with the pricing mechanism therein.
- e) **"Offeror Representative"** means the representative and designated back-up assigned by the Offeror to administer this SO;
- f) **"Provincial Representative"** means any individual designated from time to time by the Province to administer this SO on behalf of the Province;
- g) **"Rack Rate"** means the rate for aviation fuel on the first business day of the week of a Standing Offer according to the published marker identified in Schedule B of this SO, as the same may be adjusted in accordance with the pricing mechanism provided for therein;
- h) **"Requisitioning Ministry Representative"** means an individual designated by the Province to administer any Service Request;
- i) **"Request for Standing Offer" or "RSO"** means the request for standing offer No. IPAF18BCWS;
- j) **"Service Request"** means any verbal or written direction by the Province to the Offeror requesting Services;
- k) **"Services"** means the provision and agent handled into-plane delivery of Jet A-1 aviation fuel and such ancillary services as are required on the terms and conditions of this SO and any terms and conditions of the RSO incorporated herein;
- l) **"Term"** has the meaning ascribed thereto in Article 3.1;
- m) **"Total Price"** means the per litre compensation payable to the Offeror for Services provided pursuant to a Contract and is comprised of the Into-Plane Fee and the Rack Rate.

1.2 Unless otherwise specified, reference to "Province", "we", "us", or "our" means Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Forests, Lands and Natural Resource Operations.



## **2.0 STANDING OFFER DOCUMENTS AND MODIFICATIONS**

### **Documents**

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

<b>Schedule</b>	<b>Title</b>
Schedule A	Services
Schedule B	Pricing
Schedule C	Insurance

### **Amending Documents**

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

### **Conflict Between Documents**

- 2.3 If there is a conflict or inconsistency between this SO and a Service Request, the order of precedence will be, in the absence of any express statement made to the contrary in the Service Request, this SO and then the Service Request. For the purposes of clarity, if there is a conflict or inconsistency between this SO and a Service Request, the Service Request will take precedence only if and to the extent that such Service Request expressly states that it amends this SO. If there is a conflict or inconsistency between this SO and the RSO, the order of precedence will be this SO and then the RSO.

## **3.0 TERM OF STANDING OFFER AND COMMENCEMENT OF SERVICES**

- 3.1 The term of this SO (the "Term") begins on the date first written above and ends on March 31, 2018, unless the Offeror withdraws from this SO in accordance with Article 6.1, the SO is terminated under Article 16, or the SO is renewed in accordance with Article 3.3.
- 3.2 The Offeror shall not conduct any Services until the Province requisitions the Offeror to commence Services pursuant to Article 5.

### **Option to Renew**

- 3.3 Subject to satisfactory performance by the Offeror and the availability of funding by the Province, this SO may be renewed for three additional one-year periods by written agreement of the Parties.

## **4.0 STANDING OFFER - GENERAL**

- 4.1 The Offeror makes the offer set out in this SO on the following terms and conditions:
- (a) the establishment of this SO does not oblige the Province to authorize or order any Services from the Offeror, and the Province makes no commitment as to the value of Services that may be requested from the Offeror over the Term;
  - (b) 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;
  - (c) the Offeror will promptly provide the Provincial Representative written notice of any additions or deletions to the Services it offers to provide in this SO and, notwithstanding the foregoing, the Offeror acknowledges that where the Offeror makes additions to the list of Services offered, such additions will be subject to review and acceptance by the Province at the Province's sole discretion; and
  - (d) This SO is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

## **5.0 REQUEST FOR SERVICES**

- 5.1 A Service Request may be issued by the Province by various methods, including: telephone, in person, email or other electronic method, and in writing.
- 5.2 Subject to Article 5.3, upon receiving and accepting a Service Request, the Offeror must, unless directed otherwise by the Requisitioning Ministry Representative who issued that Service Request, immediately and without any delay commence the Services.
- 5.3 Without limiting any other provisions of this SO, including but not limited to this Article 5, Article 14 and the Province's right to terminate as set out in Article 16, if the Provincial Representative or a Requisitioning Ministry Representative reasonably determines that the weather or other conditions make it unsuitable or unsafe for Services to proceed, then he/she may suspend the Services for a specified or indefinite period of time, by delivering notice to the Offeror by any of the methods provided for in Article 18.1.
- 5.4 Neither Party will be liable to the other for compensation or Loss of any kind arising out of the suspension of Services made pursuant to Article 5.3. Following a suspension of Services pursuant to Article 5.3, and upon receipt by the Province of a statement of account and invoice in the manner and form described in this SO, the Province will pay to the Offeror for those Services actually provided prior to such suspension.

## **6.0 NOTIFICATION OF WITHDRAWAL**

- 6.1 In the event the Offeror wishes to withdraw this SO, the Offeror shall provide no less than thirty (30) days' written notice to the Province, and such withdrawal of this SO will not be effective until receipt of such notification and upon expiry of the notice period.

## **7.0 PARTY REPRESENTATIVES**

### **Requisitioning Ministry Representative**

- 7.1 The Province shall appoint a Requisitioning Ministry Representative who has full authority to act on behalf of the Province in connection with this SO.
- 7.2 The Requisitioning Ministry Representative may require the Offeror to provide such evidence as is reasonably necessary to satisfy the Requisitioning Ministry Representative that the Services are being performed in accordance with this SO.

### **Offeror Representative**

- 7.3 The Offeror shall appoint an Offeror Representative, fluent in English, who shall have full authority to act on behalf of the Offeror in connection with the Services and any Service Request. The Offeror Representative will be available during business days or as the Province may otherwise reasonably require.
- 7.4 Upon entering into this SO, the Offeror shall notify the Province in writing of the Offeror Representative, including, at a minimum, the Offeror Representative's name, title, email address, phone number and 24/7 emergency phone number.
- 7.5 If, in the reasonable opinion of the Province, the Offeror's Representative is not suitably experienced or is unable to properly supervise the Services or communicate with Requisitioning Ministry Representative, then the Offeror shall, upon receipt of written notice from the Province, replace that representative and immediately notify the Province of the new Offeror Representative and contact information set out in Article 7.4 hereof.
- 7.6 The Offeror may not replace the Offeror Representative without the prior written consent of the Provincial Representative.
- 7.7 Services carried out by the Offeror must be under the supervision of the Offeror Representative.



## 8.0 REPRESENTATIONS AND WARRANTIES

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

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

## 9.0 OFFEROR'S OBLIGATIONS

- 9.1 Unless otherwise agreed in writing, the Offeror is responsible for all charges, costs, expenses, and contingencies necessary to fulfill its legal obligations and for the efficient operation of the Equipment. The Offeror must supply and pay for all labour, materials, equipment, tools, fees, facilities, and approvals and licences necessary or advisable to perform its obligations under this SO.
- 9.2 The Offeror will provide, instruct, maintain, and supervise at all times, a sufficient number of qualified personnel to enable timely and proper performance and completion of the Services. All such persons shall be competent, English literate, efficient and qualified by education, training, and experience to carry out the tasks to which each is assigned.
- 9.3 In the performance of the Offeror's obligations under this SO, the Offeror must comply with all applicable laws, including equipping, operating and maintaining all Equipment in accordance with Canadian and British Columbia laws and regulations and CSA Standard B836-14.
- 9.4 To the satisfaction of the Province, the Offeror must:
- (a) Perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services requested herein;
  - (b) Ensure that the Equipment is serviced, repaired, overhauled, tested, improved and maintained in a safe and operational state of condition at all times and in accordance with the manufacturers' recommended standards and maintenance programs and any applicable regulations; and



(c) Secure and maintain in good standing all necessary approvals and certificates for the Equipment required in the performance of the Services.

9.5 The Offeror acknowledges and agrees that it is the sole responsibility of the Offeror, upon receiving and accepting a Service Request, to satisfy itself as to:

(a) the nature and magnitude of the Services so requested; and

(b) the general character, quality and quantity of the Equipment and other materials required to properly and completely execute and complete the Services so requested.

9.6 Any failure by the Offeror to discover matters which affect or could affect the Services shall not relieve the Offeror, from any of its obligations under the SO.

#### **Cooperation with Other Contractors**

9.7 Where, in the reasonable opinion of the Province, it is necessary for another contractor to provide Services at the same location where the Offeror is also providing Services, the Offeror shall cooperate with the Province and the other contractor.

9.8 Upon becoming aware of any apparent deficiencies in any other persons work which would affect the Services, the Offeror shall promptly report such deficiencies in writing to the Requisitioning Ministry Representative.

### **10.0 PAYMENT**

10.1 If the Offeror complies with the terms of this SO, the Province will pay the Offeror:

(a) at the rates and times described in Schedule B;

(b) the expenses, if any, in accordance with Schedule B, but only if such expenses were pre-approved by the Requisitioning Ministry Representative; 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.

10.2 The Province may withhold from any payment due to the Offeror 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 section must be promptly paid by the Province to the Offeror upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

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

10.4 Unless otherwise specified in this SO, all references to money are in Canadian dollars.

10.5 If the Offeror is not a resident in Canada (within the meaning of the *Income Tax Act*), the Offeror acknowledges that the Province may be required by law to withhold income tax from the fees payable and then to remit that tax to the Receiver General of Canada on the Offeror's behalf.

10.6 The Offeror must not, in relation to performing its obligations under this SO, commit or purport to commit to the Province to pay any money except as may be expressly provided for in this SO.



10.7 The Offeror must:

- (a) Apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Offeror as a result of this SO that the Province has paid or reimbursed to the Offeror or agreed to pay or reimburse to the Offeror under this SO; and
- (b) Immediately on receiving, or being credited with, any amount applied for under paragraph (a) remit that amount to the Province.

10.8 In order to obtain payment of any fees or expenses the Offeror must submit written statements of account to the Province in a form satisfactory to the Province. The Statement of Account(s) must show the following:

- (a) Offeror's legal name, address, the date and the period of time which the invoice applies ("Billing Period"), the contract number, and a statement number for identification;
- (b) the calculation of all fees claimed for the Billing Period, with hours, dates, rates, and name(s) of persons providing the Services, a description of specific services/works completed during the Billing Period, including a declaration that the Services have been completed;
- (c) where expenses are to be paid, a chronological listing, in reasonable detail and with dates, of all expenses claimed for the Billing Period with receipts or copies of receipts, where applicable, attached;
- (d) if claiming reimbursement of any GST or other applicable taxes paid or payable by the Offeror in relation to those expenses, a description of any credits, rebates, refunds, or remissions the Offeror is entitled to from the relevant taxation authorities in relation to those taxes; and
- (e) the calculation of any applicable taxes payable by the Province in relation to the Services provided for the Billing Period as a separate line item (excluding taxes paid directly by the Offeror to a supplier).

## 11.0 INDEMNITY AND INSURANCE

### Indemnification

- 11.1 The Offeror agrees to 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 that the Province or any of its employees or agents may sustain, incur, suffer or be put to at any time, either before or after this SO ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) Any act or omission by the Offeror or by any of its agents, employees, officers, directors or in connection with provision of Services;
  - (b) Any representation or warranty by the Offeror being or becoming untrue or incorrect; or
  - (c) Any breach by the Offeror of a covenant contained in this SO.
- 11.2 The Offeror, in the event of any Loss suffered or anticipated to be suffered, shall take all reasonable steps to prevent any such Loss or further Loss from occurring, including removal of the property.

### Insurance

- 11.3 The Offeror must comply with the Insurance Schedule attached as Schedule C.
- 11.4 It is solely the Offeror's responsibility to ensure all policies of insurance remain in effect during any provision of Services and that such policies are in accordance with the terms and conditions set out in the attached Schedule C.
- 11.5 Promptly upon a request of the Province the Offeror shall provide the Province evidence of insurance coverage in accordance with the attached Schedule C.



## **Workers Compensation Coverage**

- 11.6 Without limiting the generality of any other provision of this SO, the Offeror must comply with all applicable occupational health and safety laws in relation to the performance of its obligations under this SO, including the *Workers Compensation Act* (British Columbia).
- 11.7 At the Offeror's own expense, and where required under *Workers Compensation Act* (British Columbia), the Offeror must obtain WorkSafeBC coverage for all workers and any shareholders, directors, partners or other individuals employed or engaged in the performance of the Services.
- 11.8 If the Offeror is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* (British Columbia), it must apply for and maintain Personal Optional Protection under the *Workers Compensation Act*.
- 11.9 The Offeror is responsible for all fines, levies, penalties and assessments made or imposed under the *Workers Compensation Act* (British Columbia) and regulations relating in any way to the Services.
- 11.10 Upon the Province's request the Offeror must provide evidence of its compliance with Articles 11.7, 11.8 and 11.9.

## **12.0 PRIVACY, SECURITY AND CONFIDENTIALITY**

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

## **13.0 AUDIT AND INSPECTION**

- 13.1 The Offeror grants to the Province, its servants, employees and agents the right to inspect the Equipment upon reasonable notice.
- 13.2 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at its sole discretion and expense, at any reasonable time and on reasonable notice to the Offeror, conduct an audit of the technical, maintenance and other records respecting the Services or this SO, including the right to inspect and take copies of such records. In respect to such audits the Offeror will fully cooperate with the Province in conducting the audit.



## 14.0 FORCE MAJEURE

- 14.1 An Affected Party is not liable to the other Party for any failure or delay in the performance of the Affected Party's obligations resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of Article 14.2.
- 14.2 An Affected Party must promptly notify the other Party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

## 15.0 NON-COMPLIANCE WITH STANDING OFFER OR SERVICE REQUEST

- 15.1 An "Event of Default" means any of the following, whether any such event be voluntary, involuntary or result from the operation of law or any judgment or order of any court or administrative body:
- (a) The Offeror fails to observe, perform or comply with any provision of this SO;
  - (b) any representation or warranty made by the Offeror in this SO is or becomes untrue or incorrect at any time;
  - (c) the Offeror fails to furnish and give to the Province notice that there has occurred, or is continuing, a default under this SO including specifying particulars of the same;
  - (d) a change occurs to the Offeror's business or operations, including property, assets and conditions (financial or otherwise), which in the reasonable opinion of the Province, materially and adversely affect the Offeror's ability to fulfil any of its obligations or provide the Services under this SO;
  - (e) an "Insolvency Event" occurs in respect of the Offeror, which means any of the following:
    - (i) an order is made, a resolution is passed or a petition is filed, for the Offeror's liquidation or winding up;
    - (ii) the Offeror commits an act of bankruptcy, makes an assignment for the benefit of creditors or otherwise acknowledges its insolvency;
    - (iii) a bankruptcy petition is filed or presented against the Offeror or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Offeror;
    - (iv) a compromise or arrangement is proposed in respect of the Offeror under the *Companies' Creditors Arrangement Act* (Canada);
    - (v) a receiver or receiver-manager is appointed for any of the Offeror's property; or
    - (vi) the Offeror ceases, in the reasonable opinion of the Province, to carry on business as a going concern.
- 15.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its sole discretion, elect to do any one or more of the following:
- (a) By written notice to the Offeror, if the Event of Default is capable of being 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; and
  - (c) by written notice to the Offeror, terminate this SO with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under paragraph (a) above.
- 15.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.



- 15.4 If the Offeror becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Offeror 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 the Offeror proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Offeror proposes to take to prevent the occurrence of the anticipated Event of Default.

## **16.0 TERMINATION**

- 16.1 In addition to the Province's right to terminate this SO under Article 15.2(c), the Province reserves the right to, at the Province's sole discretion and for any reason, terminate this SO upon providing at least five (5) days written notice to the Offeror.
- 16.2 Unless otherwise provided, in the event of termination of this SO under Article 16.1:
- (a) the Province will, within 30 days of such termination, and upon submission of an acceptable invoice, pay any unpaid portion of the fees payable to the Offeror and reimbursable expenses, if any, which corresponds with the portion of the Services that was completed to the Province's satisfaction prior to termination of the SO;
  - (b) The Province will provide written notice within 30 days of termination, notifying Offeror of any amounts owed to the Province due to incomplete or unsatisfactory work; and
  - (c) The Offeror must, within 30 days of receipt of the notice under 16.2(b), repay the Province any portion or amount of the fees or expenses paid prior to termination of the SO as outlined in that notice.
- 16.3 The payment described in Article 16.2(a) discharges the Province from all liability to make further payments to the Offeror.

## **17.0 DISPUTE RESOLUTION**

- 17.1 In the event of any dispute between the Parties arising out of or in connection with this SO, the following dispute resolution process will apply unless the Parties otherwise agree in writing:
- (a) The Parties must initially attempt to resolve the dispute through collaborative negotiation;
  - (b) If the dispute is not resolved through collaborative negotiation within 15 business days of the date the dispute first arose, the Parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
  - (c) If the dispute is not resolved through mediation within 30 business days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act* (British Columbia).
- 17.2 Unless the Parties otherwise agree in writing, an arbitration or mediation under Article 17.1 will be held in Victoria, British Columbia.
- 17.3 Unless the Parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the Parties must share equally the costs of a mediation or arbitration under Article 17.1 other than those costs relating to the production of expert evidence or representation by counsel, which costs shall be borne by each Party as incurred.

## **ARTICLE 18 GENERAL CONDITIONS**

- 18.1 Any notice or document contemplated, to be effective, must be in writing and delivered by, and will be deemed to be received, as follows:
- (a) Hand delivered to the Party's representative identified in accordance with Article 7, in which case it will be deemed to be received on the day of its delivery;



- (b) Delivered by prepaid post to the Party's address specified on the first page of this SO, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth business day after its mailing;
  - (c) Delivered by courier service to the Party's address specified on the first page of this SO, in which case it will be deemed received on the actual date of delivery as evidenced by courier receipt and tracking confirmation; or
  - (d) Delivered by facsimile or electronic transmission to the Party's representative identified in accordance with Article 7, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a business day, in which cases it will be deemed to be received at the start of normal business hours on the next business day.
- 18.2 Either Party may from time to time give notice to the other Party of a substitute address, email address, or fax number, which from the date such notice is given will supersede for purposes of Article 18.1 any previous address, Email address, or fax number specified for the Party giving the notice.
- 18.3 The Offeror must not assign its rights or obligations under this SO without the Province's prior written consent, which consent may be arbitrarily withheld.
- 18.4 A waiver of any term or breach of this SO is effective only if it is in writing and signed by, or on behalf of, the waiving Party and is not a waiver of any other term or breach.
- 18.5 Articles 8.1, 10.1 to 10.8, 11.1, 11.2, 12.1 to 12.5, 14.1, 14.2, 15.1 to 15.4, 17.1 to 17.3, 18.5 and 18.7, any accrued but unpaid payment obligations, and any other Articles of this SO (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this SO, will continue in force indefinitely, even after this SO ends.
- 18.6 This SO, together with the schedules and appendices attached hereto, any Service Request that may be issued under this SO and, to the extent it does not conflict with this SO, the RSO, constitutes the entire agreement of the Parties in connection with the matters included herein, and any previous agreements, understandings and negotiations on those subject matters have no further effect after the effective date of this SO.
- 18.7 The Province and the Offeror are non-exclusive, independent contracting parties, and nothing in this SO, and nothing done pursuant to this SO, will create or be construed to create a partnership, joint venture, agency, employment or other similar relationship between the Parties. At all times the Offeror will conduct its business and affairs in a manner consistent with maintaining its Independent contractor status.

## ARTICLE 19 INTERPRETATION

19.1 In this SO, unless the context requires otherwise:



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

[the remainder of this page left intentionally blank]

## ARTICLE 20 EXECUTION AND DELIVERY

20.1 This SO may be entered into by being executed by the Parties in one or more counterparts and such executed copies may delivered to each Party by a method provided for in Article 18.1 or any other method agreed to by the Parties.

The Parties have executed this SO as follows:

<b>SIGNED AND DELIVERED</b> on behalf of the Province by an authorized representative of the Province	<b>SIGNED AND DELIVERED</b> by or on behalf of the Offeror (or by an authorized signatory of the Offeror if a corporation)
	
(Authorized Ministry Expense Authority)	(Offeror or Authorized Signatory)
<u>Leanne Ingham</u>	<u>Michael Grossman</u>
(PRINTED NAME of Ministry /Expense Authority)	(PRINTED NAME of Offeror)
Dated this <u>30</u> day of <u>June</u> , 20 <u>17</u>	Dated this <u>29</u> day of <u>June</u> , 20 <u>17</u>



# SCHEDULE A – SERVICES

## SERVICES

1. Upon receiving a Service Request issued by the Province, the Offeror agrees to transport and provide agent handled delivery of Jet A-1 aviation fuel, in accordance with the terms of such Service Request, this SO, and the RSO.
2. In the event the Offeror is unable to meet the demand for fuel or has a break in service the Offeror must notify the Requisitioning Ministry Representative within 5 minutes. If the Offeror is unable to provide the Services in as timely and expedient a manner as is required by the Province in its sole discretion, the Province may:
  - (a) terminate the SO and procure some or all of the Services from another service provider; or
  - (b) procure some or all of the Services from another service provider.
3. Bulk delivery and storage, into-plane delivery arrangements and handling are the responsibility of the Offeror. The Province requires timely delivery of quality fuel to support contract aircraft in firefighting roles.
4. The Province reserves the right to make changes to its operating procedures, strategies and tactics at any time during this SO.

## FUEL REQUIREMENTS – TYPES AND SPECIFICATIONS

5. The Province requires Jet A-1 fuel and supplied fuel must meet the CSA International B836-14 Storage, Handling and Dispensing of Aviation Fuel in Aerodromes of Jet A-1 fuel unless otherwise approved in advance. The Offeror may be asked to demonstrate such compliance (i.e. company policies, manuals, certifications etc.).

## SAFETY REQUIREMENTS

6. Offeror's Equipment and handling procedures related to fuel delivery and storage must be in accordance with industry standards and regulations established by regulatory agencies governing safety and environmental protection.
7. The Offeror must immediately report any spill or environmental incident to the Provincial Representative.

## STANDARDS OF CONDUCT

8. The Province expects that the Offeror's employees will respect the Provincial government's Standards of Conduct regarding the use of social media. Contractors and sub-contractors acting for and on behalf of the Province must conduct themselves with the highest standards, instill confidence and trust, and not bring the BC Public Service into disrepute. There is zero tolerance for the use of drugs, alcohol and any unsafe behaviour. There is zero tolerance for intimidation, harassment, discrimination and any acts of aggression or violence.

A more detailed version of the Provincial Standards of Conduct can be found at <http://www2.gov.bc.ca/myhr/article.page?ContentID=45bf7662-adf9-8a5f-74f1-657fedd69edf&PageNumber=1>

**Note** – Only authorized personnel of the Province are permitted to answer questions from the public or post information and/or pictures of fire suppression activities to social media. An Offeror will cause all its personnel to refrain from posting information and/or pictures about fire suppression activities to social media obtained while working for the Province.

# SCHEDULE B – PRICING

- The Offeror agrees to provide the Services at the following locations, prices, times and other terms set out in the tables below:

Location of Airports Where Bowser Service Is Available	Published Marker	Into-Plane Fee	Emergency Call Out Price	Hours of Operation	Emergency 24/7 Call Out Hours	Number of Bowsers	On-Site Storage Capacity (litres)
[Kamloops]	[Jet A – US s.21 Gulf Coast]			[07:00 - 22:00]	[22:01 - 06:59]	[3]	[10,000]
Kamloops YKA	USWC WB Weekly lag grace			09:00 - 17:00	17:01 - 08:59	2	1 120 KL Jet 2 75 KL Jet
Abbotsford YXX	USWC PIPE L			05:00 - 21:00	21:01 - 04:59	3	1 170 KL Jet 2 75 KL Jet
Smithers YSD	USWC PIPE L Weekly lag grace			07:00 - 17:00	17:01 - 21:00	1	1 75 KL 2 75 KL
Victoria YVJ	USWC PIPE L Weekly lag grace			07:00 - 17:00	21:00 - 06:59	2	1 318 KL Jet 2 94 KL Jet

s.21

195 KL total  
195 KL total  
150 KL total  
412 KL total

EMERGENCY/CALL OUT INFORMATION	
NAME: Please refer to last page	TITLE:
EMAIL:	
PHONE #:	24/7 PHONE #:

- The Province will pay to the Offeror the Total Price for fuel delivered as follows:
  - The Total Price is comprised of the Rack Rate as determined in sub-Section 2(b) below, and the Into-Plane Fee as determined in sub-Section 2(c) below, for the location at which Services are provided.
  - The Rack Rate will be determined as follows:
    - for the first week of the SO the Rack Rate will be the published rate for aviation fuel on the first business day of the SO according to the published marker indicated in section 1 above; and
    - for each subsequent week, the Offeror will have the option to apply the same Rack Rate as the week before, or, on the first business day of such week, provide e-mail notification of that day's published rate for aviation fuel according to the published marker indicated in section 1 above (the "New Rate"), in which case the Rack Rate in respect of all fuel provided from the second business day of such week until the end of the week will be the New Rate.
  - The Into-Plane Fee will be determined as follows:
    - for the first week of the SO the Into-Plane fee will be the rate indicated in the table in Section 1 above; and
    - for each subsequent week, the Offeror will have the option to apply the same Into-Plane Fee as the week before, or, on the first business day of such week, provide e-mail notification of a new Into-Plane Fee for that week, in which case the new Into-Plane Fee will apply to all fuel provided under the Contract from the second business day of such week until such time as the Into-Plane Fee is modified again in accordance with this Schedule B.



3. If the Province requires Services within the Emergency 24/7 Call Out Hours indicated in section 1 above, the Province will pay to the Offeror the Emergency Call Out Price in addition to the Total Price for fuel provided.
4. Email notice to the Province pursuant to Section 2(b)(ii) and Section 2(c)(ii) above must be provided to the Province at [forpccp.airpwcc@gov.bc.ca](mailto:forpccp.airpwcc@gov.bc.ca) by 12:00 on the first business day of the week.
5. For greater certainty, the Offeror will not be permitted to elect to change the applicable Rack Rate or Into-Plane Fee on any day other than the first business day of a given week during a Service Period.
6. If the Province requires and the Offeror is able to provide aviation fuel with Fuel System Icing Inhibitor (FSII), the parties may agree to add a pre-determined per litre fee to all fuel provided with FSII to the Total Price.

#### INVOICING

7. In order to obtain payment for Services provided, the Offeror must submit to the Province a detailed invoice no less than weekly and no longer than monthly intervals with the following information:

Into-Plane	Bulk Purchases
• Date of purchase	• Date of purchase
• Aircraft registration number	
• Fuel slip number	• Receiving document, signed by receiver
• Fuel type	• Fuel type
• Fuel volume	• Fuel volume
• Total – volumes extended by price	• Total – volumes extended by price
• Other charges – noted separately	• Other charges – noted separately
• Line items for each location sorted by aircraft registration number	

8. Invoices are to be submitted to the address provided on this SO.
9. Each invoice must show the following:
  - (a) Offeror's legal name, address, GST registration number date of the statement, statement number;
  - (b) date of purchase, Aircraft registration number, fuel slip number, fuel type, fuel volume, total volumes extended by price, other charges – noted separately; and
  - (c) any other billing information reasonably requested by the Requisitioning Ministry Representative.
10. All fuel slips must be signed by the aircraft's pilot or such other representative of the Province as may be designated from time to time.
11. Where travel expenses are to be paid, a chronological listing, in reasonable detail and with dates, of all travel expenses claimed for the billing period with receipts or copies of receipts, where applicable, must be attached.

## Schedule C – Insurance

1. Without restricting the generality of the indemnification provisions contained in the SO, the Offeror shall, at its own expense, provide and maintain the following insurance coverage as fully specified in Section 9 below and any additional insurance which it is required by law to carry or which it considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in its sole discretion.
2. All such insurance described herein must be primary and not require the sharing of any loss by any insurer of the Province.
3. Insurance shall be placed with insurers licensed to underwrite such insurance in Canada and in forms and amounts acceptable to the Province. All such insurance shall be at no expense to the Province. If the Province requires additional insurance coverage to be obtained by the Offeror, the additional expense of such additional insurance shall be borne by the Province.
4. The Offeror shall prior to the commencement of services and before any payments are made under this SO, provide 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 Offeror shall provide certified copies of required insurance policies.
5. ICBC's Confirmation of Automobile Insurance Coverage (Form APV 47) or Confirmation of Unlicensed Vehicle Coverage (Form APV 45) may be used when applicable as evidence of Automobile Liability Insurance for vehicles or off-road vehicles used during the performance of the services.
6. The insurance policies, except for ICBC Automobile Liability Insurance, shall provide that the insurance shall not be cancelled or materially changed so as to affect the coverage provided under the Agreement, without the Insurer giving at least thirty (30) days prior written notice to the Province. Material change with respect to Professional Liability Insurance does not require the Insurer to give thirty (30) days prior written notice to the Province.
7. Failure to provide the required insurance documentation shall result in termination of the SO.
8. If the insurance policies expire prior to the end of the Term, the Offeror shall provide the ministry 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 or APV45, if applicable, at least ten (10) days prior to the expiry date of the policies listed in this Schedule.
9. The following forms of insurance and specified minimum limits are required:

### a) Aviation General Liability

**Aviation General Liability Insurance** insuring against liability of the Offeror, 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 Offeror;
- 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 Offeror, 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.



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

The Offeror shall ensure that all its subcontractors performing Services under this Standing Offer carry insurance in the form and limits specified.

**b) Automobile Liability**

Where any licensed vehicle or off road vehicle is owned, leased, rented, or used in the performance of this Agreement, Third Party Automobile Liability insurance in an amount not less than \$2 million inclusive per occurrence must be provided for any such vehicle.



## CERTIFICATE OF INSURANCE

**Freedom of Information and Protection of Privacy Act**  
The personal information requested on this form is collected under the authority of and used for the purpose of administering the *Financial Administration Act*. Questions about the collection and use of this information can be directed to the Director, Client Services, Core Government and Crowns at 250 358-8915, PO Box 9405 STN PROV GOVT, Victoria BC V8W 9V1.  
Please refer all other questions to the contact named in Part 1.

### Part 1 To be completed by the Province

THIS CERTIFICATE IS REQUESTED BY and ISSUED TO (Name of office) <b>MFLNRO - BC Wildfire Service</b>		AGREEMENT IDENTIFICATION NO.	
PROVINCE'S CONTACT PERSON NAME & TITLE <b>Aviation Management Specialist</b>		PHONE NO. <b>250-312-3010</b>	
		FAX NO. <b>250-554-5568</b>	
MAILING ADDRESS <b>3080 Airport Road, Kamloops BC</b>		POSTAL CODE <b>V2B 7X2</b>	
CONTRACTOR NAME			
CONTRACTOR ADDRESS		POSTAL CODE	

### Part 2 To be completed by the Insurance Agent or Broker

INSURED	NAME <b>Shell Canada Limited a/o Shell Canada Products</b>		
	ADDRESS <b>400 - 4th Ave SW, Calgary AB</b>		POSTAL CODE <b>T2P 0J4</b>
OPERATIONS INSURED	PROVIDE DETAILS		
TYPE OF INSURANCE <i>List each separately</i>	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT
Primary Liability	AIG Insurance Company of Canada s.21	July 01, 2018	Per Occurrence and General Aggregate \$5,000,000
Automobile	AIG Insurance Company of Canada s.21	July 01, 2018	Third Party Liability \$2,000,000
Excess Automobile	AIG Insurance Company of Canada s.21	July 01, 2018	Excess of Automobile Third Party Liability \$3,000,000

This certificate certifies that policies of insurance described herein are in full force and effective as of the date of this certificate and comply with the insurance requirements of the Agreement identified above, except as follows:

**AGENT OR BROKER COMMENTS:**

Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Environment, is added as an Additional Insured under the Commercial General Liability Policy, but only with respect to liability arising out of the operations of the Named Insured.

Insurer <b>AIG Insurance Company of Canada</b>	ADDRESS <b>120 Bremner Blvd, Suite 2200, Toronto ON M5J 0A8</b>	PHONE NO. <b>416-596-3044</b>
NAME OF AUTHORIZED AGENT OR BROKER (PRINT) <b>S. M'INTYRE</b>	SIGNATURE OF AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S) <i>S. McIntyre</i> <b>AIG INSURANCE COMPANY OF CANADA</b>	DATE SIGNED <b>JUNE 28, 2017</b>



EMERGENCY/CALL OUT INFORMATION
--------------------------------

**Kamloops**

NAME:	FBO Office	TITLE:	
EMAIL:	<a href="mailto:shellyka@telus.net">shellyka@telus.net</a>		
PHONE #:	250-376-7633 (24hrs)	24/7 PHONE #	250-376-7633 (24hrs)

NAME:	Tyler Zawada	TITLE:	Owner/Operations Manager
EMAIL:	<a href="mailto:shellyka@telus.net">shellyka@telus.net</a>		
PHONE #:	250-574-0614 (24hrs)	24/7 PHONE #	250-574-0614 (24hrs)

**Smithers**

NAME:	Greg Miller	TITLE:	Operations Manager
EMAIL:	<a href="mailto:shellyyd@alliedaviation.ca">shellyyd@alliedaviation.ca</a>		
PHONE #:	250-847-3414	24/7 PHONE #	250-643-1755

**Abbotsford**

NAME:	Sean Lang	TITLE:	Assistant Manager
EMAIL:	<a href="mailto:Fuellers.vxx@carsonair.com">Fuellers.vxx@carsonair.com</a>		
PHONE #:	604-854-1964	24/7 PHONE #	604-854-1964, follow prompts for callout 604-866-3006 / slang@carsonair.com

**Victoria**

NAME:	Yaseen Mall	TITLE:	Operations Manager
EMAIL:	<a href="mailto:ymall@yyjfbco.com">ymall@yyjfbco.com</a>		
PHONE #:	250-655-5349	24/7 PHONE #	250-413-3645



**Assessment Department**  
**Mailing Address**  
PO Box 5350  
Station Terminal  
Vancouver BC V6B 5L5

**Location**  
6951 Westminster Highway  
Richmond BC  
V7C 1C6  
www.worksafebc.com

**Clearance Section**  
Telephone 604 244 6380  
Toll Free within Canada  
1 888 922 2768  
Fax 604 244 6390

Ministry of Forests, Lands & Natural Resource Operations  
3080 Airport Road  
KAMLOOPS, BC V2B 7X2

June 30, 2017

**Person/Business : SHELL CANADA LIMITED**  
**000118 AQ(091)**

This letter provides clearance information for the purposes of Section 51 of the *Workers Compensation Act*.

We confirm that the above-referenced firm is active, in good standing, and has met WorkSafeBC's criteria for advance clearance. Accordingly, if the addressee on this letter is the prime contractor, the addressee will not be held liable for the amount of any assessment payable for work undertaken by the above-referenced firm to **July 01, 2017**.

This firm has had continuous coverage with us since January 01, 1966.

Employer Service Centre  
Assessment Department

s.21

**For more information about Section 51 and clearance letters visit [WorkSafeBC.com](http://WorkSafeBC.com)**

*Please refer to your account number in your correspondence or when contacting the Assessment Department.*

**To alter this document constitutes fraud.**





Ministry of Forests,  
Lands and Natural Resource  
Operations

## Into-Plane Mobile Aviation Fuel Standing Offer

FILE/STANDING OFFER NO:

1070-20/INTO-PLANE AVIATION MOBILE FUEL

18 SO # 10AFBOWS-0003

THIS STANDING OFFER DATED FOR REFERENCE THE 1<sup>ST</sup> June, 2017.

PROJECT DESCRIPTION:

INTO-PLANE MOBILE AVIATION FUEL SERVICES

BETWEEN:

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

Leanne Ingham

BC Wildfire Service

3080 Airport Road

Kamloops, British Columbia V2B 7X2

Phone Number: (250) 312-3008..... FAX Number: (250) 554-5468

(the "Province")

AND:

Full LEGAL name of Individual or Company:

WORLD FUEL SERVICES

(please print clearly)

Physical & Mailing Address (including Postal Code):

SUITE 603

17008-90 AVENUE

EDMONTON, AB T5T 1L6

Phone No. (780) 468-6426 After Hours Phone No. (780) 910-5566

Facsimile Number: (780) 440-

E-mail Address: wferencer@wfsconf.com

Corporate Business No: \_\_\_\_\_ WorkSafeBC No. \_\_\_\_\_

(the "Offeror")

Referred herein as to the "Parties"

---

## WHEREAS:

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

Accordingly, the Parties agree as follows:

### 1.0 DEFINITIONS

- 1.1 In this Standing Offer ("SO"), unless the context otherwise requires:
  - a) **"Affected Party"** means a party prevented from performing its obligations under a Contract because of an Event of Force Majeure;
  - b) **"Event of Force Majeure"** means a natural disaster, fire, flood, storm, epidemic or power failure, war (declared or undeclared), insurrection or act of terrorism or piracy, strike (including illegal work stoppage or slowdown) or lockout, or a freight embargo if such event prevents a Party from performing its obligations in accordance with a Contract and is beyond the reasonable control of that Party;
  - c) **"Equipment"** means the Offeror's equipment meeting the specifications set out in the RSO and which is required in providing the Services;
  - d) **"Into-Plane Fee"** means the per litre fee set out in Schedule B of this SO, as the same may be adjusted in accordance with the pricing mechanism therein.
  - e) **"Offeror Representative"** means the representative and designated back-up assigned by the Offeror to administer this SO;
  - f) **"Provincial Representative"** means any individual designated from time to time by the Province to administer this SO on behalf of the Province;
  - g) **"Rack Rate"** means the rate for aviation fuel on the first business day of the week of a Standing Offer according to the published marker identified in Schedule B of this SO, as the same may be adjusted in accordance with the pricing mechanism provided for therein;
  - h) **"Requisitioning Ministry Representative"** means an individual designated by the Province to administer any Service Request;
  - i) **"Request for Standing Offer"** or **"RSO"** means the request for standing offer No. IPAF18BCWS;
  - j) **"Service Request"** means any verbal or written direction by the Province to the Offeror requesting Services;
  - k) **"Services"** means the provision and agent handled into-plane delivery of Jet A-1 aviation fuel and such ancillary services as are required on the terms and conditions of this SO and any terms and conditions of the RSO incorporated herein;
  - l) **"Term"** has the meaning ascribed thereto in Article 3.1;
  - m) **"Total Price"** means the per litre compensation payable to the Offeror for Services provided pursuant to a Contract and is comprised of the Into-Plane Fee and the Rack Rate.
- 1.2 Unless otherwise specified, reference to "Province", "we", "us", or "our" means Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Forests, Lands and Natural Resource Operations.



## **2.0 STANDING OFFER DOCUMENTS AND MODIFICATIONS**

### **Documents**

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

<b>Schedule</b>	<b>Title</b>
Schedule A	Services
Schedule B	Pricing
Schedule C	Insurance

### **Amending Documents**

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

### **Conflict Between Documents**

- 2.3 If there is a conflict or inconsistency between this SO and a Service Request, the order of precedence will be, in the absence of any express statement made to the contrary in the Service Request, this SO and then the Service Request. For the purposes of clarity, if there is a conflict or inconsistency between this SO and a Service Request, the Service Request will take precedence only if and to the extent that such Service Request expressly states that it amends this SO. If there is a conflict or inconsistency between this SO and the RSO, the order of precedence will be this SO and then the RSO.

## **3.0 TERM OF STANDING OFFER AND COMMENCEMENT OF SERVICES**

- 3.1 The term of this SO (the "Term") begins on the date first written above and ends on March 31, 2018, unless the Offeror withdraws from this SO in accordance with Article 6.1, the SO is terminated under Article 16, or the SO is renewed in accordance with Article 3.3.

- 3.2 The Offeror shall not conduct any Services until the Province requisitions the Offeror to commence Services pursuant to Article 5.

### **Option to Renew**

- 3.3 Subject to satisfactory performance by the Offeror and the availability of funding by the Province, this SO may be renewed for three additional one-year periods by written agreement of the Parties.

## **4.0 STANDING OFFER - GENERAL**

- 4.1 The Offeror makes the offer set out in this SO on the following terms and conditions:
- (a) the establishment of this SO does not oblige the Province to authorize or order any Services from the Offeror, and the Province makes no commitment as to the value of Services that may be requested from the Offeror over the Term;
  - (b) 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;
  - (c) the Offeror will promptly provide the Provincial Representative written notice of any additions or deletions to the Services it offers to provide in this SO and, notwithstanding the foregoing, the Offeror acknowledges that where the Offeror makes additions to the list of Services offered, such additions will be subject to review and acceptance by the Province at the Province's sole discretion; and
  - (d) This SO is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

## **5.0 REQUEST FOR SERVICES**

- 5.1 A Service Request may be issued by the Province by various methods, including: telephone, in person, email or other electronic method, and in writing.
- 5.2 Subject to Article 5.3, upon receiving and accepting a Service Request, the Offeror must, unless directed otherwise by the Requisitioning Ministry Representative who issued that Service Request, immediately and without any delay commence the Services.
- 5.3 Without limiting any other provisions of this SO, including but not limited to this Article 5, Article 14 and the Province's right to terminate as set out in Article 16, if the Provincial Representative or a Requisitioning Ministry Representative reasonably determines that the weather or other conditions make it unsuitable or unsafe for Services to proceed, then he/she may suspend the Services for a specified or indefinite period of time, by delivering notice to the Offeror by any of the methods provided for in Article 18.1.
- 5.4 Neither Party will be liable to the other for compensation or Loss of any kind arising out of the suspension of Services made pursuant to Article 5.3. Following a suspension of Services pursuant to Article 5.3, and upon receipt by the Province of a statement of account and invoice in the manner and form described in this SO, the Province will pay to the Offeror for those Services actually provided prior to such suspension.

## **6.0 NOTIFICATION OF WITHDRAWAL**

- 6.1 In the event the Offeror wishes to withdraw this SO, the Offeror shall provide no less than thirty (30) days' written notice to the Province, and such withdrawal of this SO will not be effective until receipt of such notification and upon expiry of the notice period.

## **7.0 PARTY REPRESENTATIVES**

### **Requisitioning Ministry Representative**

- 7.1 The Province shall appoint a Requisitioning Ministry Representative who has full authority to act on behalf of the Province in connection with this SO.
- 7.2 The Requisitioning Ministry Representative may require the Offeror to provide such evidence as is reasonably necessary to satisfy the Requisitioning Ministry Representative that the Services are being performed in accordance with this SO.

### **Offeror Representative**

- 7.3 The Offeror shall appoint an Offeror Representative, fluent in English, who shall have full authority to act on behalf of the Offeror in connection with the Services and any Service Request. The Offeror Representative will be available during business days or as the Province may otherwise reasonably require.
- 7.4 Upon entering into this SO, the Offeror shall notify the Province in writing of the Offeror Representative, including, at a minimum, the Offeror Representative's name, title, email address, phone number and 24/7 emergency phone number.
- 7.5 If, in the reasonable opinion of the Province, the Offeror's Representative is not suitably experienced or is unable to properly supervise the Services or communicate with Requisitioning Ministry Representative, then the Offeror shall, upon receipt of written notice from the Province, replace that representative and immediately notify the Province of the new Offeror Representative and contact information set out in Article 7.4 hereof.
- 7.6 The Offeror may not replace the Offeror Representative without the prior written consent of the Provincial Representative.
- 7.7 Services carried out by the Offeror must be under the supervision of the Offeror Representative.



## **8.0 REPRESENTATIONS AND WARRANTIES**

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

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

## **9.0 OFFEROR'S OBLIGATIONS**

- 9.1 Unless otherwise agreed in writing, the Offeror is responsible for all charges, costs, expenses, and contingencies necessary to fulfill its legal obligations and for the efficient operation of the Equipment. The Offeror must supply and pay for all labour, materials, equipment, tools, fees, facilities, and approvals and licences necessary or advisable to perform its obligations under this SO.
- 9.2 The Offeror will provide, instruct, maintain, and supervise at all times, a sufficient number of qualified personnel to enable timely and proper performance and completion of the Services. All such persons shall be competent, English literate, efficient and qualified by education, training, and experience to carry out the tasks to which each is assigned.
- 9.3 In the performance of the Offeror's obligations under this SO, the Offeror must comply with all applicable laws, including equipping, operating and maintaining all Equipment in accordance with Canadian and British Columbia laws and regulations and CSA Standard B836-14.
- 9.4 To the satisfaction of the Province, the Offeror must:
- (a) Perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services requested herein;
  - (b) Ensure that the Equipment is serviced, repaired, overhauled, tested, improved and maintained in a safe and operational state of condition at all times and in accordance with the manufacturers' recommended standards and maintenance programs and any applicable regulations; and



- (c) Secure and maintain in good standing all necessary approvals and certificates for the Equipment required in the performance of the Services.

9.5 The Offeror acknowledges and agrees that it is the sole responsibility of the Offeror, upon receiving and accepting a Service Request, to satisfy itself as to:

- (a) the nature and magnitude of the Services so requested; and
- (b) the general character, quality and quantity of the Equipment and other materials required to properly and completely execute and complete the Services so requested.

9.6 Any failure by the Offeror to discover matters which affect or could affect the Services shall not relieve the Offeror, from any of its obligations under the SO.

#### **Cooperation with Other Contractors**

9.7 Where, in the reasonable opinion of the Province, it is necessary for another contractor to provide Services at the same location where the Offeror is also providing Services, the Offeror shall cooperate with the Province and the other contractor.

9.8 Upon becoming aware of any apparent deficiencies in any other persons work which would affect the Services, the Offeror shall promptly report such deficiencies in writing to the Requisitioning Ministry Representative.

### **10.0 PAYMENT**

10.1 If the Offeror complies with the terms of this SO, the Province will pay the Offeror:

- (a) at the rates and times described in Schedule B;
- (b) the expenses, if any, in accordance with Schedule B, but only if such expenses were pre-approved by the Requisitioning Ministry Representative; 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.

10.2 The Province may withhold from any payment due to the Offeror 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 section must be promptly paid by the Province to the Offeror upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

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

10.4 Unless otherwise specified in this SO, all references to money are in Canadian dollars.

10.5 If the Offeror is not a resident in Canada (within the meaning of the *Income Tax Act*), the Offeror acknowledges that the Province may be required by law to withhold income tax from the fees payable and then to remit that tax to the Receiver General of Canada on the Offeror's behalf.

10.6 The Offeror must not, in relation to performing its obligations under this SO, commit or purport to commit to the Province to pay any money except as may be expressly provided for in this SO.



10.7 The Offeror must:

- (a) Apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Offeror as a result of this SO that the Province has paid or reimbursed to the Offeror or agreed to pay or reimburse to the Offeror under this SO; and
- (b) Immediately on receiving, or being credited with, any amount applied for under paragraph (a) remit that amount to the Province.

10.8 In order to obtain payment of any fees or expenses the Offeror must submit written statements of account to the Province in a form satisfactory to the Province. The Statement of Account(s) must show the following:

- (a) Offeror's legal name, address, the date and the period of time which the invoice applies ("Billing Period"), the contract number, and a statement number for identification;
- (b) the calculation of all fees claimed for the Billing Period, with hours, dates, rates, and name(s) of persons providing the Services, a description of specific services/works completed during the Billing Period, including a declaration that the Services have been completed;
- (c) where expenses are to be paid, a chronological listing, in reasonable detail and with dates, of all expenses claimed for the Billing Period with receipts or copies of receipts, where applicable, attached;
- (d) if claiming reimbursement of any GST or other applicable taxes paid or payable by the Offeror in relation to those expenses, a description of any credits, rebates, refunds, or remissions the Offeror is entitled to from the relevant taxation authorities in relation to those taxes; and
- (e) the calculation of any applicable taxes payable by the Province in relation to the Services provided for the Billing Period as a separate line item (excluding taxes paid directly by the Offeror to a supplier).

## 11.0 INDEMNITY AND INSURANCE

### Indemnification

- 11.1 The Offeror agrees to 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 that the Province or any of its employees or agents may sustain, incur, suffer or be put to at any time, either before or after this SO ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) Any act or omission by the Offeror or by any of its agents, employees, officers, directors or in connection with provision of Services;
  - (b) Any representation or warranty by the Offeror being or becoming untrue or incorrect; or
  - (c) Any breach by the Offeror of a covenant contained in this SO.
- 11.2 The Offeror, in the event of any Loss suffered or anticipated to be suffered, shall take all reasonable steps to prevent any such Loss or further Loss from occurring, including removal of the property.

### Insurance

- 11.3 The Offeror must comply with the Insurance Schedule attached as Schedule C.
- 11.4 It is solely the Offeror's responsibility to ensure all policies of insurance remain in effect during any provision of Services and that such policies are in accordance with the terms and conditions set out in the attached Schedule C.
- 11.5 Promptly upon a request of the Province the Offeror shall provide the Province evidence of insurance coverage in accordance with the attached Schedule C.

## **Workers Compensation Coverage**

- 11.6 Without limiting the generality of any other provision of this SO, the Offeror must comply with all applicable occupational health and safety laws in relation to the performance of its obligations under this SO, including the *Workers Compensation Act* (British Columbia).
- 11.7 At the Offeror's own expense, and where required under *Workers Compensation Act* (British Columbia), the Offeror must obtain WorkSafeBC coverage for all workers and any shareholders, directors, partners or other individuals employed or engaged in the performance of the Services.
- 11.8 If the Offeror is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* (British Columbia), it must apply for and maintain Personal Optional Protection under the *Workers Compensation Act*.
- 11.9 The Offeror is responsible for all fines, levies, penalties and assessments made or imposed under the *Workers Compensation Act* (British Columbia) and regulations relating in any way to the Services.
- 11.10 Upon the Province's request the Offeror must provide evidence of its compliance with Articles 11.7, 11.8 and 11.9.

## **12.0 PRIVACY, SECURITY AND CONFIDENTIALITY**

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

## **13.0 AUDIT AND INSPECTION**

- 13.1 The Offeror grants to the Province, its servants, employees and agents the right to inspect the Equipment upon reasonable notice.
- 13.2 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at its sole discretion and expense, at any reasonable time and on reasonable notice to the Offeror, conduct an audit of the technical, maintenance and other records respecting the Services or this SO, including the right to inspect and take copies of such records. In respect to such audits the Offeror will fully cooperate with the Province in conducting the audit.



## 14.0 FORCE MAJEURE

- 14.1 An Affected Party is not liable to the other Party for any failure or delay in the performance of the Affected Party's obligations resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of Article 14.2.
- 14.2 An Affected Party must promptly notify the other Party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

## 15.0 NON-COMPLIANCE WITH STANDING OFFER OR SERVICE REQUEST

- 15.1 An "Event of Default" means any of the following, whether any such event be voluntary, involuntary or result from the operation of law or any judgment or order of any court or administrative body:
- (a) The Offeror fails to observe, perform or comply with any provision of this SO;
  - (b) any representation or warranty made by the Offeror in this SO is or becomes untrue or incorrect at any time;
  - (c) the Offeror fails to furnish and give to the Province notice that there has occurred, or is continuing, a default under this SO including specifying particulars of the same;
  - (d) a change occurs to the Offeror's business or operations, including property, assets and conditions (financial or otherwise), which in the reasonable opinion of the Province, materially and adversely affect the Offeror's ability to fulfil any of its obligations or provide the Services under this SO;
  - (e) an "Insolvency Event" occurs in respect of the Offeror, which means any of the following:
    - (i) an order is made, a resolution is passed or a petition is filed, for the Offeror's liquidation or winding up;
    - (ii) the Offeror commits an act of bankruptcy, makes an assignment for the benefit of creditors or otherwise acknowledges its insolvency;
    - (iii) a bankruptcy petition is filed or presented against the Offeror or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Offeror;
    - (iv) a compromise or arrangement is proposed in respect of the Offeror under the *Companies' Creditors Arrangement Act* (Canada);
    - (v) a receiver or receiver-manager is appointed for any of the Offeror's property; or
    - (vi) the Offeror ceases, in the reasonable opinion of the Province, to carry on business as a going concern.
- 15.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its sole discretion, elect to do any one or more of the following:
- (a) By written notice to the Offeror, if the Event of Default is capable of being 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; and
  - (c) by written notice to the Offeror, terminate this SO with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under paragraph (a) above.
- 15.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.



- 15.4 If the Offeror becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Offeror 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 the Offeror proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Offeror proposes to take to prevent the occurrence of the anticipated Event of Default.

## **16.0 TERMINATION**

- 16.1 In addition to the Province's right to terminate this SO under Article 15.2(c), the Province reserves the right to, at the Province's sole discretion and for any reason, terminate this SO upon providing at least five (5) days written notice to the Offeror.
- 16.2 Unless otherwise provided, in the event of termination of this SO under Article 16.1:
- (a) the Province will, within 30 days of such termination, and upon submission of an acceptable invoice, pay any unpaid portion of the fees payable to the Offeror and reimbursable expenses, if any, which corresponds with the portion of the Services that was completed to the Province's satisfaction prior to termination of the SO;
  - (b) The Province will provide written notice within 30 days of termination, notifying Offeror of any amounts owed to the Province due to incomplete or unsatisfactory work; and
  - (c) The Offeror must, within 30 days of receipt of the notice under 16.2(b), repay the Province any portion or amount of the fees or expenses paid prior to termination of the SO as outlined in that notice.
- 16.3 The payment described in Article 16.2(a) discharges the Province from all liability to make further payments to the Offeror.

## **17.0 DISPUTE RESOLUTION**

- 17.1 In the event of any dispute between the Parties arising out of or in connection with this SO, the following dispute resolution process will apply unless the Parties otherwise agree in writing:
- (a) The Parties must initially attempt to resolve the dispute through collaborative negotiation;
  - (b) If the dispute is not resolved through collaborative negotiation within 15 business days of the date the dispute first arose, the Parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
  - (c) If the dispute is not resolved through mediation within 30 business days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act* (British Columbia).
- 17.2 Unless the Parties otherwise agree in writing, an arbitration or mediation under Article 17.1 will be held in Victoria, British Columbia.
- 17.3 Unless the Parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the Parties must share equally the costs of a mediation or arbitration under Article 17.1 other than those costs relating to the production of expert evidence or representation by counsel, which costs shall be borne by each Party as incurred.

## **ARTICLE 18 GENERAL CONDITIONS**

- 18.1 Any notice or document contemplated, to be effective, must be in writing and delivered by, and will be deemed to be received, as follows:
- (a) Hand delivered to the Party's representative identified in accordance with Article 7, in which case it will be deemed to be received on the day of its delivery;



- (b) Delivered by prepaid post to the Party's address specified on the first page of this SO, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth business day after its mailing;
  - (c) Delivered by courier service to the Party's address specified on the first page of this SO, in which case it will be deemed received on the actual date of delivery as evidenced by courier receipt and tracking confirmation; or
  - (d) Delivered by facsimile or electronic transmission to the Party's representative identified in accordance with Article 7, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a business day, in which cases it will be deemed to be received at the start of normal business hours on the next business day.
- 18.2 Either Party may from time to time give notice to the other Party of a substitute address, email address, or fax number, which from the date such notice is given will supersede for purposes of Article 18.1 any previous address, Email address, or fax number specified for the Party giving the notice.
- 18.3 The Offeror must not assign its rights or obligations under this SO without the Province's prior written consent, which consent may be arbitrarily withheld.
- 18.4 A waiver of any term or breach of this SO is effective only if it is in writing and signed by, or on behalf of, the waiving Party and is not a waiver of any other term or breach.
- 18.5 Articles 8.1, 10.1 to 10.8, 11.1, 11.2, 12.1 to 12.5, 14.1, 14.2, 15.1 to 15.4, 17.1 to 17.3, 18.5 and 18.7, any accrued but unpaid payment obligations, and any other Articles of this SO (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this SO, will continue in force indefinitely, even after this SO ends.
- 18.6 This SO, together with the schedules and appendices attached hereto, any Service Request that may be issued under this SO and, to the extent it does not conflict with this SO, the RSO, constitutes the entire agreement of the Parties in connection with the matters included herein, and any previous agreements, understandings and negotiations on those subject matters have no further effect after the effective date of this SO.
- 18.7 The Province and the Offeror are non-exclusive, independent contracting parties, and nothing in this SO, and nothing done pursuant to this SO, will create or be construed to create a partnership, joint venture, agency, employment or other similar relationship between the Parties. At all times the Offeror will conduct its business and affairs in a manner consistent with maintaining its independent contractor status.

## ARTICLE 19 INTERPRETATION

19.1 In this SO, unless the context requires otherwise:


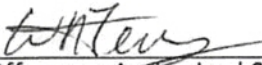
- (a) "includes" and "including" are not intended to be limiting;
- (b) "attached" means attached to this SO when used in relation to a schedule or appendix;
- (c) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from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

[the remainder of this page left intentionally blank]

## ARTICLE 20 EXECUTION AND DELIVERY

20.1 This SO may be entered into by being executed by the Parties in one or more counterparts and such executed copies may delivered to each Party by a method provided for in Article 18.1 or any other method agreed to by the Parties.

The Parties have executed this SO as follows:

<b>SIGNED AND DELIVERED</b> on behalf of the Province by an authorized representative of the Province	<b>SIGNED AND DELIVERED</b> by or on behalf of the Offeror (or by an authorized signatory of the Offeror if a corporation)
	
(Authorized Ministry Expense Authority)	(Offeror or Authorized Signatory)
<u>Leanne Ingham</u>	<u>WAYNE FERENCE</u>
(PRINTED NAME of Ministry/Expense Authority)	(PRINTED NAME of Offeror)
Dated this <u>30</u> day of <u>June</u> , 20 <u>17</u>	Dated this <u>30<sup>th</sup></u> day of <u>JUNE</u> , 20 <u>17</u>



# SCHEDULE A – SERVICES

## SERVICES

1. Upon receiving a Service Request issued by the Province, the Offeror agrees to transport and provide agent handled delivery of Jet A-1 aviation fuel, in accordance with the terms of such Service Request, this SO, and the RSO.
2. In the event the Offeror is unable to meet the demand for fuel or has a break in service the Offeror must notify the Requisitioning Ministry Representative within 5 minutes. If the Offeror is unable to provide the Services in as timely and expedient a manner as is required by the Province in its sole discretion, the Province may:
  - (a) terminate the SO and procure some or all of the Services from another service provider; or
  - (b) procure some or all of the Services from another service provider.
3. Bulk delivery and storage, into-plane delivery arrangements and handling are the responsibility of the Offeror. The Province requires timely delivery of quality fuel to support contract aircraft in firefighting roles.
4. The Province reserves the right to make changes to its operating procedures, strategies and tactics at any time during this SO.

## FUEL REQUIREMENTS – TYPES AND SPECIFICATIONS

5. The Province requires Jet A-1 fuel and supplied fuel must meet the CSA International B836-14 Storage, Handling and Dispensing of Aviation Fuel in Aerodromes of Jet A-1 fuel unless otherwise approved in advance. The Offeror may be asked to demonstrate such compliance (i.e. company policies, manuals, certifications etc.).

## SAFETY REQUIREMENTS

6. Offeror's Equipment and handling procedures related to fuel delivery and storage must be in accordance with industry standards and regulations established by regulatory agencies governing safety and environmental protection.
7. The Offeror must immediately report any spill or environmental incident to the Provincial Representative.

## STANDARDS OF CONDUCT

8. The Province expects that the Offeror's employees will respect the Provincial government's Standards of Conduct regarding the use of social media. Contractors and sub-contractors acting for and on behalf of the Province must conduct themselves with the highest standards, instill confidence and trust, and not bring the BC Public Service into disrepute. There is zero tolerance for the use of drugs, alcohol and any unsafe behaviour. There is zero tolerance for intimidation, harassment, discrimination and any acts of aggression or violence.

A more detailed version of the Provincial Standards of Conduct can be found at <http://www2.gov.bc.ca/myhr/article.page?ContentID=45bf7662-adf9-8a5f-74f1-657fedd69edf&PageNumber=1>

**Note** – Only authorized personnel of the Province are permitted to answer questions from the public or post information and/or pictures of fire suppression activities to social media. An Offeror will cause all its personnel to refrain from posting information and/or pictures about fire suppression activities to social media obtained while working for the Province.



## SCHEDULE B – PRICING

1. The Offeror agrees to provide the Services at the following locations, prices, times and other terms set out in the tables below:

*SEE ATTACHED SHEETS*

*DEALER*

Location of Airports Where Bowser Service Is Available	Published Marker	Into-Plane Fee	Emergency Call Out Price	Hours of Operation	Emergency 24/7 Call Out Hours	Number of Browsers	On-Site Storage Capacity (litres)	PRODUCT
[Kamloops]	[Jet A – US Gulf Coast]	s.21		[07:00 - 22:00]	[22:01 - 06:59]	[3]	[10,000]	
PRINCE GEORGE	USGULF			FIXED	WING		JET MAN	JET A-1
PRINCE GEORGE	USGULF			ROZARY / HELICOPTERS			NOVS	JET A-1
II	II			ROZARY / HELICOPTERS			AVIATION	JET A-1 FST
CRANBROOK	USGULF							JET A-1
CAMPBELL RIVER	LAAPR							JET A-1
II	ABCA							AVGAS
VICTORIA	LAPIPE							JET A-1

EMERGENCY/CALL OUT INFORMATION	
NAME: <i>SEE ATTACHED</i>	TITLE:
EMAIL:	
PHONE #:	24/7 PHONE #:

2. The Province will pay to the Offeror the Total Price for fuel delivered as follows:
- The Total Price is comprised of the Rack Rate as determined in sub-Section 2(b) below, and the Into-Plane Fee as determined in sub-Section 2(c) below, for the location at which Services are provided.
  - The Rack Rate will be determined as follows:
    - for the first week of the SO the Rack Rate will be the published rate for aviation fuel on the first business day of the SO according to the published marker indicated in section 1 above; and
    - for each subsequent week, the Offeror will have the option to apply the same Rack Rate as the week before, or, on the first business day of such week, provide e-mail notification of that day's published rate for aviation fuel according to the published marker indicated in section 1 above (the "New Rate"), in which case the Rack Rate in respect of all fuel provided from the second business day of such week until the end of the week will be the New Rate.
  - The Into-Plane Fee will be determined as follows:
    - for the first week of the SO the Into-Plane fee will be the rate indicated in the table in Section 1 above; and
    - for each subsequent week, the Offeror will have the option to apply the same Into-Plane Fee as the week before, or, on the first business day of such week, provide e-mail notification of a new Into-Plane Fee for that week, in which case the new Into-Plane Fee will apply to all fuel provided under the Contract from the second business day of such week until such time as the Into-Plane Fee is modified again in accordance with this Schedule B.





## Additional Information by Location

### Cranbrook ( YXC)

Hours of Operation: Summer ( May thru September)

07:00 - 21:00 Monday thru Friday

08:00 - 19:00 Saturday

09:00 - 20:00 Sunday

Emergency after hours call out info.

Number = (250) 421-2107

Hours – after normal operating hours

Call Out Fee: \$125.00 per call out

Contacts: Clint Harrison ( Ops. Manager), Rick MacDonald (Ass. Ops. Manager)

Time to site: 20 minutes – depending on weather and traffic

Refueling Equip:

1 mobile truck

1 fixed dispensing cabinet

On site storage = 115 KL

Truck = 20 KL

### Prince George ( YXS)

#### Jet Mark (Fixed Wing)

Hours of Operation

05:30 – 22:00

Call Out Fee – Yes

Trucks: 4 trucks, 3 with 20 KL capacity and 1 with 38,000 capacity

Onsite Storage = 600,000 Litres

Phone ( 250) 963-7345

Fueler Direct 24/7 = (250) 961-1762

#### Rons Aviation – ( Helicopters)

Hours of Operation

06:00 – 18:00

Call Out Fees - \$150.00

Call out phone = (250) 963-7911

Trucks : 3 Jet trucks and 2 Avgas

Storage capacity : 230,000 total trucks and tank arm



### **Campbell River ( YBL)**

**Hours of operation**

**M – F 05:00 – 20:30**

**Sat – 09:30 – 20:00**

**Sun – 07:00 – 20:30**

**Call out Fees - \$250.00**

**Call out dispatch # = (250) 286-6266**

**Trucks – 2 jet and 1 Avgas cabinet**

### **Victoria ( YYJ)**

**Hours of operation**

**05:00 – 21:00**

**Call out fees = \$150.00**

**Anthony Tupper – manager**

**Call out number - (250) 508-1519**

**Main office number – (2500 656-9636**

**All information including call out fees and hours are subject to change**



3. If the Province requires Services within the Emergency 24/7 Call Out Hours indicated in section 1 above, the Province will pay to the Offeror the Emergency Call Out Price in addition to the Total Price for fuel provided.
4. Email notice to the Province pursuant to Section 2(b)(ii) and Section 2(c)(ii) above must be provided to the Province at [forpccp.airpwcc@gov.bc.ca](mailto:forpccp.airpwcc@gov.bc.ca) by 12:00 on the first business day of the week.
5. For greater certainty, the Offeror will not be permitted to elect to change the applicable Rack Rate or Into-Plane Fee on any day other than the first business day of a given week during a Service Period.
6. If the Province requires and the Offeror is able to provide aviation fuel with Fuel System Icing Inhibitor (FSII), the parties may agree to add a pre-determined per litre fee to all fuel provided with FSII to the Total Price.

#### INVOICING

7. In order to obtain payment for Services provided, the Offeror must submit to the Province a detailed invoice no less than weekly and no longer than monthly intervals with the following information:

Into-Plane	Bulk Purchases
• Date of purchase	• Date of purchase
• Aircraft registration number	
• Fuel slip number	• Receiving document, signed by receiver
• Fuel type	• Fuel type
• Fuel volume	• Fuel volume
• Total – volumes extended by price	• Total – volumes extended by price
• Other charges – noted separately	• Other charges – noted separately
• Line items for each location sorted by aircraft registration number	

8. Invoices are to be submitted to the address provided on this SO.
9. Each invoice must show the following:
  - (a) Offeror's legal name, address, GST registration number date of the statement, statement number;
  - (b) date of purchase, Aircraft registration number, fuel slip number, fuel type, fuel volume, total volumes extended by price, other charges – noted separately; and
  - (c) any other billing information reasonably requested by the Requisitioning Ministry Representative.
10. All fuel slips must be signed by the aircraft's pilot or such other representative of the Province as may be designated from time to time.
11. Where travel expenses are to be paid, a chronological listing, in reasonable detail and with dates, of all travel expenses claimed for the billing period with receipts or copies of receipts, where applicable, must be attached.

## Schedule C – Insurance

1. Without restricting the generality of the indemnification provisions contained in the SO, the Offeror shall, at its own expense, provide and maintain the following insurance coverage as fully specified in Section 9 below and any additional insurance which it is required by law to carry or which it considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in its sole discretion.
2. All such insurance described herein must be primary and not require the sharing of any loss by any insurer of the Province.
3. Insurance shall be placed with insurers licensed to underwrite such insurance in Canada and in forms and amounts acceptable to the Province. All such insurance shall be at no expense to the Province. If the Province requires additional insurance coverage to be obtained by the Offeror, the additional expense of such additional insurance shall be borne by the Province.
4. The Offeror shall prior to the commencement of services and before any payments are made under this SO, provide 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 Offeror shall provide certified copies of required insurance policies.
5. ICBC's Confirmation of Automobile Insurance Coverage (Form APV 47) or Confirmation of Unlicensed Vehicle Coverage (Form APV 45) may be used when applicable as evidence of Automobile Liability Insurance for vehicles or off-road vehicles used during the performance of the services.
6. The insurance policies, except for ICBC Automobile Liability Insurance, shall provide that the insurance shall not be cancelled or materially changed so as to affect the coverage provided under the Agreement, without the Insurer giving at least thirty (30) days prior written notice to the Province. Material change with respect to Professional Liability Insurance does not require the Insurer to give thirty (30) days prior written notice to the Province.
7. Failure to provide the required insurance documentation shall result in termination of the SO.
8. If the insurance policies expire prior to the end of the Term, the Offeror shall provide the ministry 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 or APV45, if applicable, at least ten (10) days prior to the expiry date of the policies listed in this Schedule.
9. The following forms of insurance and specified minimum limits are required:

### a) Aviation General Liability

**Aviation General Liability Insurance** insuring against liability of the Offeror, 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 Offeror;
- 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 Offeror, 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.



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

The Offeror shall ensure that all its subcontractors performing Services under this Standing Offer carry insurance in the form and limits specified.

**b) Automobile Liability**

Where any licensed vehicle or off road vehicle is owned, leased, rented, or used in the performance of this Agreement, Third Party Automobile Liability insurance in an amount not less than \$2 million inclusive per occurrence must be provided for any such vehicle.



File: 770-04/Air North

June 26, 2017

Air North  
150 Condor Road  
Whitehorse, Yukon Y1A 0M7

Attention: Sean

In connection with aircraft used in support of fire fighting and other forestry activities, the Province of British Columbia (the "**Province**"), through the BC Wildfire Service of the Ministry of Forests, Lands and Natural Resource Operation, requires a supply of jet fuel for fixed wing and rotary wing helicopters at the Whitehorse Airport (the "**Airport**").

This letter ("**Agreement**") sets out the terms and conditions under which you agree to provide jet fuel to the Province at the Airport during the period from June 1, 2017 to October 31, 2017 (the "**Term**").

During the Term, you will:

- a) Provide into-plane delivery of jet fuel for the Province's authorized aircraft as and when requested (the "**Services**") to a standard of care maintained by persons providing, on a commercial basis, services similar to the Services;
- b) in providing the Services, use processes, equipment and personnel meeting all applicable laws, regulations and industry standards;
- c) provide invoices for the Services in no less than bi-weekly intervals clearly identifying the following minimum information:
  - date of deliveries;
  - quantity of fuel;
  - applicable fuel price or prices;
  - aircraft identification (registration or tail number);
  - evidence of pilot/crew acceptance of fuel (i.e., signed fuel slips);
  - taxes and fees payable by the Province; and
  - total invoiced amount;
- d) provide notice, upon executing and delivering this Agreement to the Province, of the initial per litre price payable by the Province for the Services, to be effective from the date of execution and delivery of this Agreement until the end of the first week of the Term;
- e) provide notice, on the Monday of each subsequent week during the Term, of the per litre price payable by the Province for the Services, to be effective from the Tuesday of such week.

... /2

Ministry of  
Forests, Lands and  
Natural Resource  
Operations

BC Wildfire Service

Address:  
3080 Airport Drive  
Kamloops BC V2B 7X2

Tel: (250) 312-3010  
Fax: (250) 554-5468



to the following Monday, unless the price has not changed (in which case no further notice is required); and

- f) provide the Province with such evidence as the Province may reasonably require in support of the information in any invoice for Services provided.

You will email the weekly notification of pricing and invoices to: [forpccp.airpwcc@gov.bc.ca](mailto:forpccp.airpwcc@gov.bc.ca).

During the Term, the Province will:

- a) Provide a list of aircraft and/or bowsers authorized to receive fuel under this Agreement;
- b) use its best efforts to advise you in advance of anticipated fuel requirements;
- c) within thirty (30) days of receipt of invoice, or the date we authorize payment, whichever is the latter, pay for those Services satisfactorily performed, in the reasonable opinion of the Province, during the billing period;
- d) where a sustained action requirement for multiple days is taxing your fuel supply, if you request immediate payment from the Province, the Province will endeavour to pay for Services satisfactorily performed, in the reasonable opinion of the Province, within seven (7) days of receipt of invoice.

In the event of any dispute between the Province and you arising out of or in connection with this Agreement, the parties must initially attempt to resolve the dispute through collaborative negotiation. If the dispute is not resolved through collaborative negotiation within 15 days of the date the dispute first arose, the parties must attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society. If the dispute is not resolved through mediation within 30 business days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act* (British Columbia).

You will call the Prince George Fire Centre dispatch at 250-565-6126 prior to providing fuel to any aircraft that has not been identified by the Province as being authorized to receive fuel under this Agreement and confirm that the aircraft may receive fuel under this Agreement.

This Agreement does not constitute a commitment of the Province to purchase any volume of fuel or to pay you any amount other than for Services actually provided in accordance with this Agreement.

If you are in agreement with the aforementioned terms and conditions please sign in the space provided below and return to this office via email to [Judy.Janzen@gov.bc.ca](mailto:Judy.Janzen@gov.bc.ca).

Yours truly,

Judy Janzen  
Acting/Aviation Management Specialist  
BC Wildfire Service



Supplier Signature

## 2017 BC CONTRACT AIRCRAFT FLEET LIST - BC WILDFIRE SERVICE

AIR TANKERS - BIRDDOGS							
AMS A/C CODE	TAIL #	AIRCRAFT TYPE	CIVIL REGISTRATION	FUNCTION	AIR CARRIER	GRP ID	LOCATION
CT489	489	L188	C-FVFH	Air Tanker	Air Spray	3	Prince George
CB052	52	TC690	C-GFPP	Birddog	Air Spray	3	Prince George
CB061	61	TC690	C-GPBX	Birddog	Air Spray	6	Williams Lake
CT481	481	L188	C-FLXT	Air Tanker	Air Spray	6	Williams Lake
CB051	51	TC690	C-FZRQ	Birddog	Air Spray	7	Fort St. John
CT482	482	L188	C-FLJO	Air Tanker	Air Spray	7	Fort St. John
CB131	131	TC690	C-GAAL	Birddog	Conair	1	Penticton
CT447	447	CV580	C-FKFB	Air Tanker	Conair	1	Penticton
CT449	449	CV580	C-FKFL	Air Tanker	Conair	1	Penticton
CB125	125	CT208 EX	C-GMKW	Birddog	Conair	2	Castlegar
CT696	697	AT802AF	C-FYFN	Air Tanker	Conair	2	Castlegar
CT697	698	AT802AF	C-GBPV	Air Tanker	Conair	2	Castlegar
CT698	699	AT802AF	C-GBPY	Air Tanker	Conair	2	Castlegar
CT699	696	AT802AF	C-GYBF	Air Tanker	Conair	2	Castlegar
CB134	134	TC690	C-GDCL	Birddog	Conair	4	Kamloops
CT444	444	CV580	C-FFKF	Air Tanker	Conair	4	Kamloops
CT452	452	CV580	C-FKFA	Air Tanker	Conair	4	Kamloops
CB114	114	CJ525	C-GSYM	Birddog	Conair	5	Prince George/Abbotsford
CT460	460	L188	C-FYYJ	Air Tanker	Conair	5	Prince George/Abbotsford
CB129	129	C208	C-GQVC	Birddog	Conair	8	Kamloops
CT685	685	AT802F	C-FFQR	Air Tanker	Conair	8	Kamloops
*CT687	687	AT802F	C-GXNY	Air Tanker	Conair	8	Kamloops
CT674	674	AT802F	C-GXOB	Air Tanker	Conair	8	Kamloops
CT673	673	AT802F	C-FFQS	Air Tanker	Conair	8	Kamloops
CB115	115	C525	C-GPCT	Birddog	Conair	Sub	Substitute A/C
CB124	124	C208	C-CGJW	Birddog	Conair	Sub	Substitute A/C
CB127	127	C208	C-GSDG	Birddog	Conair	Sub	Substitute A/C
CT678	678	AT-802	C-FXVF	Air Tanker	Conair	Sub	Substitute A/C
CT680	680	AT802F	C-FDHK	Air Tanker	Conair	Sub	Substitute A/C
CT691	691	AT802F	C-FDHE	Air Tanker	Conair	Sub	Substitute A/C
CT693	693	AT802F	C-FDHO	Air Tanker	Conair	Sub	Substitute A/C
CT465	465	RJ85	C-GVFK	Air Tanker	Conair	Sub	Substitute A/C
CT695	695	AT802F	C-GSYB	Air Tanker	Conair	Sub	Substitute A/C
CT466	466	RJ85	C-GVFT	Air Tanker	Conair	Sub	Substitute A/C
	110	PA60	C-GOSX		Conair	Sub	Substitute A/C
	118	PA60	C-GUSZ		Conair	Sub	Substitute A/C

## PARATTACK JUMPSHIP

BASE	AIRCRAFT TYPE	CIVIL REGISTRATION	AMS COMPANY CODE	FUNCTION	AIR CARRIER
Fort St John	Parattack	CGVKB	KEN	Jump Machine	Kenn Borek Air

## HELICOPTERS

BASE	AIRCRAFT TYPE	CIVIL REGISTRATION	AMS COMPANY CODE	FUNCTION	AIR CARRIER
Salmon Arm	212	CGWWL	ASC	Rappel/Helitanker/Hoist	Ascent Helicopters
Salmon Arm	412	CFWTY	WCT	Rappel/Helitanker/Hoist	Wildcat Helicopters
Salmon Arm	412	CGBND	WCT	Rappel/Helitanker/Hoist	Wildcat Helicopters
Kelowna	212	C-FOHK	WCT	Med Lift /Snorkel/Tank	Wildcat Helicopters
Kelowna	212	C-FCAN	WCT	Med Lift /Snorkel/Tank	Wildcat Helicopters
Williams Lake	206B	C-GIZE	IHL	Standard	Interior Helicopters
Williams Lake	206B	C-GTPH	IHL	Substitute A/C	Interior Helicopters
Williams Lake	206B	C-GRGT	IHL	Substitute A/C	Interior Helicopters







File: 770-04/Anahim Lake

August 11, 2017

Anahim Lake Airport  
Anahim Lake BC

Attention: Dave

In connection with aircraft used in support of fire fighting and other forestry activities, the Province of British Columbia (the "**Province**"), through the BC Wildfire Service of the Ministry of Forests, Lands and Natural Resource Operation, requires a supply of jet fuel for fixed wing and rotary wing helicopters at the Anahim Lake Airport (the "**Airport**").

This letter ("**Agreement**") sets out the terms and conditions under which you agree to provide jet fuel to the Province at the Airport during the period from August 11, 2017 to October 31, 2017 (the "**Term**").

During the Term, you will:

- a) Provide into-plane delivery of jet fuel for the Province's authorized aircraft as and when requested (the "**Services**") to a standard of care maintained by persons providing, on a commercial basis, services similar to the Services;
- b) in providing the Services, use processes, equipment and personnel meeting all applicable laws, regulations and industry standards;
- c) provide invoices for the Services in no less than bi-weekly intervals clearly identifying the following minimum information:
  - date of deliveries;
  - quantity of fuel;
  - applicable fuel price or prices;
  - aircraft identification (registration or tail number);
  - evidence of pilot/crew acceptance of fuel (i.e., signed fuel slips);
  - taxes and fees payable by the Province; and
  - total invoiced amount;
- d) provide notice, upon executing and delivering this Agreement to the Province, of the initial per litre price payable by the Province for the Services, to be effective from the date of execution and delivery of this Agreement until the end of the first week of the Term;
- e) provide notice, on the Monday of each subsequent week during the Term, of the per litre price payable by the Province for the Services, to be effective from the Tuesday of such week

... /2

---

Ministry of  
Forests, Lands and  
Natural Resource  
Operations

BC Wildfire Service

Address:  
3080 Airport Drive  
Kamloops BC V2B 7X2  
Tel: (250) 312-3010  
Fax: (250) 554-5468



to the following Monday, unless the price has not changed (in which case no further notice is required); and

- f) provide the Province with such evidence as the Province may reasonably require in support of the information in any invoice for Services provided.

You will email the weekly notification of pricing and invoices to: [forpccp.airpwcc@gov.bc.ca](mailto:forpccp.airpwcc@gov.bc.ca).

During the Term, the Province will:

- a) Provide a list of aircraft and/or bowsers authorized to receive fuel under this Agreement;
- b) use its best efforts to advise you in advance of anticipated fuel requirements;
- c) within thirty (30) days of receipt of invoice, or the date we authorize payment, whichever is the latter, pay for those Services satisfactorily performed, in the reasonable opinion of the Province, during the billing period;
- d) where a sustained action requirement for multiple days is taxing your fuel supply, if you request immediate payment from the Province, the Province will endeavour to pay for Services satisfactorily performed, in the reasonable opinion of the Province, within seven (7) days of receipt of invoice.

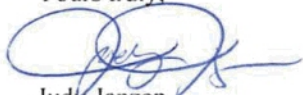
In the event of any dispute between the Province and you arising out of or in connection with this Agreement, the parties must initially attempt to resolve the dispute through collaborative negotiation. If the dispute is not resolved through collaborative negotiation within 15 days of the date the dispute first arose, the parties must attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society. If the dispute is not resolved through mediation within 30 business days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act* (British Columbia).

You will call the Cariboo Fire Centre dispatch at 778-799-2029 prior to providing fuel to any aircraft that has not been identified by the Province as being authorized to receive fuel under this Agreement and confirm that the aircraft may receive fuel under this Agreement.

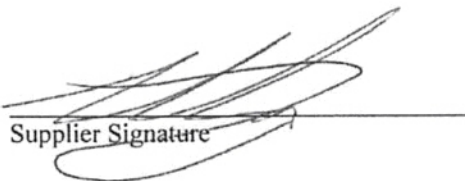
This Agreement does not constitute a commitment of the Province to purchase any volume of fuel or to pay you any amount other than for Services actually provided in accordance with this Agreement.

If you are in agreement with the aforementioned terms and conditions please sign in the space provided below and return to this office via email to [Judy.Janzen@gov.bc.ca](mailto:Judy.Janzen@gov.bc.ca).

Yours truly,



Judy Janzen  
Acting/Aviation Management Specialist  
BC Wildfire Service



Supplier Signature



File: 770-04/Bear Creek Contracting

June 26, 2017

Bear Creek Contracting Ltd.  
dba Bear Creek Group  
Pacific Western Helicopters  
3550 Hwy. 16E  
Terrace BC V8G 5J3

Attention: ~~Bill Linde~~ *James Carr*

In connection with aircraft used in support of fire fighting and other forestry activities, the Province of British Columbia (the "Province"), through the BC Wildfire Service of the Ministry of Forests, Lands and Natural Resource Operation, requires a supply of jet fuel for fixed wing and rotary wing helicopters at the Dease Lake Airport (the "Airport").

This letter ("Agreement") sets out the terms and conditions under which you agree to provide jet fuel to the Province at the Airport during the period from June 1, 2017 to October 31, 2017 (the "Term").

During the Term, you will:

- a) Provide into-plane delivery of jet fuel for the Province's authorized aircraft as and when requested (the "Services") to a standard of care maintained by persons providing, on a commercial basis, services similar to the Services;
- b) in providing the Services, use processes, equipment and personnel meeting all applicable laws, regulations and industry standards;
- c) provide invoices for the Services in no less than bi-weekly intervals clearly identifying the following minimum information:
  - date of deliveries;
  - quantity of fuel;
  - applicable fuel price or prices;
  - aircraft identification (registration or tail number);
  - evidence of pilot/crew acceptance of fuel (i.e., signed fuel slips);
  - taxes and fees payable by the Province; and
  - total invoiced amount;
- d) provide notice, upon executing and delivering this Agreement to the Province, of the initial per litre price payable by the Province for the Services, to be effective from the date of execution and delivery of this Agreement until the end of the first week of the Term;

... /2

Ministry of  
Forests, Lands and  
Natural Resource  
Operations

BC Wildfire Service

Address:  
3080 Airport Drive  
Kamloops BC V2B 7X2

Tel: (250) 312-3010  
Fax: (250) 554-5468



- e) provide notice, on the Monday of each subsequent week during the Term, of the per litre price payable by the Province for the Services, to be effective from the Tuesday of such week to the following Monday, unless the price has not changed (in which case no further notice is required); and
- f) provide the Province with such evidence as the Province may reasonably require in support of the information in any invoice for Services provided.

You will email the weekly notification of pricing and invoices to: [forpccp.airpwcc@gov.bc.ca](mailto:forpccp.airpwcc@gov.bc.ca).

During the Term, the Province will:

- a) Provide a list of aircraft and/or bowzers authorized to receive fuel under this Agreement;
- b) use its best efforts to advise you in advance of anticipated fuel requirements;
- c) within thirty (30) days of receipt of invoice, or the date we authorize payment, whichever is the latter, pay for those Services satisfactorily performed, in the reasonable opinion of the Province, during the billing period;
- d) where a sustained action requirement for multiple days is taxing your fuel supply, if you request immediate payment from the Province, the Province will endeavour to pay for Services satisfactorily performed, in the reasonable opinion of the Province, within seven (7) days of receipt of invoice.

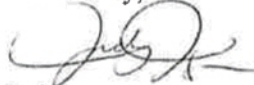
In the event of any dispute between the Province and you arising out of or in connection with this Agreement, the parties must initially attempt to resolve the dispute through collaborative negotiation. If the dispute is not resolved through collaborative negotiation within 15 days of the date the dispute first arose, the parties must attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society. If the dispute is not resolved through mediation within 30 business days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act* (British Columbia).

You will call the Northwest Fire Centre dispatch at 250-847-6633 prior to providing fuel to any aircraft that has not been identified by the Province as being authorized to receive fuel under this Agreement and confirm that the aircraft may receive fuel under this Agreement.

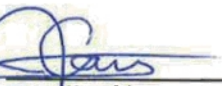
This Agreement does not constitute a commitment of the Province to purchase any volume of fuel or to pay you any amount other than for Services actually provided in accordance with this Agreement.

If you are in agreement with the aforementioned terms and conditions please sign in the space provided below and return to this office via email to [Judy.Janzen@gov.bc.ca](mailto:Judy.Janzen@gov.bc.ca).

Yours truly,



Judy Janzen  
Acting/Aviation Management Specialist  
BC Wildfire Service



Supplier Signature

James Carr  
Ops Manager



File: 770-04/Cariboo Regional District

July 27, 2017

Cariboo Regional District  
Suite D, 180 North 3<sup>rd</sup> Avenue  
Williams Lake BC V2G 2A4

Attention: Scott Reid

In connection with aircraft used in support of fire fighting and other forestry activities, the Province of British Columbia (the "**Province**"), through the BC Wildfire Service of the Ministry of Forests, Lands and Natural Resource Operation, requires a supply of jet fuel for fixed wing and rotary wing helicopters at the 108 Mile Airport (the "**Airport**").

This letter ("**Agreement**") sets out the terms and conditions under which you agree to provide jet fuel to the Province at the Airport during the period from July 27, 2017 to October 31, 2017 (the "**Term**").

During the Term, you will:

- a) Provide into-plane delivery of jet fuel for the Province's authorized aircraft as and when requested (the "**Services**") to a standard of care maintained by persons providing, on a commercial basis, services similar to the Services;
- b) in providing the Services, use processes, equipment and personnel meeting all applicable laws, regulations and industry standards;
- c) provide invoices for the Services in no less than bi-weekly intervals clearly identifying the following minimum information:
  - date of deliveries;
  - quantity of fuel;
  - applicable fuel price or prices;
  - aircraft identification (registration or tail number);
  - evidence of pilot/crew acceptance of fuel (i.e., signed fuel slips);
  - taxes and fees payable by the Province; and
  - total invoiced amount;
- d) provide notice, upon executing and delivering this Agreement to the Province, of the initial per litre price payable by the Province for the Services, to be effective from the date of execution and delivery of this Agreement until the end of the first week of the Term;

... /2

Ministry of  
Forests, Lands and  
Natural Resource  
Operations

BC Wildfire Service

Address:  
3080 Airport Drive  
Kamloops BC V2B 7X2

Tel: (250) 312-3010  
Fax: (250) 554-5468



- e) provide notice, on the Monday of each subsequent week during the Term, of the per litre price payable by the Province for the Services, to be effective from the Tuesday of such week to the following Monday, unless the price has not changed (in which case no further notice is required); and
- f) provide the Province with such evidence as the Province may reasonably require in support of the information in any invoice for Services provided.

You will email the weekly notification of pricing to: [forpccp.airpwcc@gov.bc.ca](mailto:forpccp.airpwcc@gov.bc.ca).

During the Term, the Province will:

- a) Provide a list of aircraft and/or bowsers authorized to receive fuel under this Agreement;
- b) use its best efforts to advise you in advance of anticipated fuel requirements;
- c) within thirty (30) days of receipt of invoice, or the date we authorize payment, whichever is the latter, pay for those Services satisfactorily performed, in the reasonable opinion of the Province, during the billing period;
- d) where a sustained action requirement for multiple days is taxing your fuel supply, if you request immediate payment from the Province, the Province will endeavour to pay for Services satisfactorily performed, in the reasonable opinion of the Province, within seven (7) days of receipt of invoice.

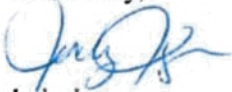
In the event of any dispute between the Province and you arising out of or in connection with this Agreement, the parties must initially attempt to resolve the dispute through collaborative negotiation. If the dispute is not resolved through collaborative negotiation within 15 days of the date the dispute first arose, the parties must attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society. If the dispute is not resolved through mediation within 30 business days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act* (British Columbia).

You will call the Cariboo Fire Centre dispatch at 778-799-2029 prior to providing fuel to any aircraft that has not been identified by the Province as being authorized to receive fuel under this Agreement and confirm that the aircraft may receive fuel under this Agreement.

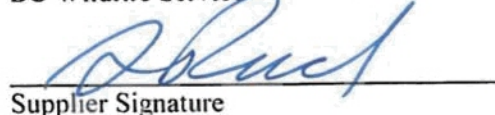
This Agreement does not constitute a commitment of the Province to purchase any volume of fuel or to pay you any amount other than for Services actually provided in accordance with this Agreement.

If you are in agreement with the aforementioned terms and conditions please sign in the space provided below and return to this office via email to [Judy.Janzen@gov.bc.ca](mailto:Judy.Janzen@gov.bc.ca).

Yours truly,



Judy Janzen  
Acting/Aviation Management Specialist  
BC Wildfire Service

  
\_\_\_\_\_  
Supplier Signature

SCOTT REID  
CFO, CARIBOO REGIONAL DISTRICT

## 2017 BC CONTRACT AIRCRAFT FLEET LIST - BC WILDFIRE SERVICE

AIR TANKERS - BIRDDOGS							
AMS A/C CODE	TAIL #	AIRCRAFT TYPE	CIVIL REGISTRATION	FUNCTION	AIR CARRIER	GRP ID	LOCATION
CT489	489	L188	C-FVFR	Air Tanker	Air Spray	3	Prince George
CB052	52	TC690	C-GFPP	Birddog	Air Spray	3	Prince George
CB061	61	TC690	C-GPBX	Birddog	Air Spray	6	Williams Lake
CT481	481	L188	C-FLXT	Air Tanker	Air Spray	6	Williams Lake
CB051	51	TC690	C-FZRQ	Birddog	Air Spray	7	Fort St. John
CT482	482	L188	C-FLJO	Air Tanker	Air Spray	7	Fort St. John
CB131	131	TC690	C-GAAL	Birddog	Conair	1	Penticton
CT447	447	CV580	C-FKFB	Air Tanker	Conair	1	Penticton
CT449	449	CV580	C-FKFL	Air Tanker	Conair	1	Penticton
CB125	125	CT208 EX	C-GMKW	Birddog	Conair	2	Castlegar
CT696	697	AT802AF	C-PYFN	Air Tanker	Conair	2	Castlegar
CT697	698	AT802AF	C-GBPV	Air Tanker	Conair	2	Castlegar
CT698	699	AT802AF	C-GBPY	Air Tanker	Conair	2	Castlegar
CT699	696	AT802AF	C-GYBF	Air Tanker	Conair	2	Castlegar
CB134	134	TC690	C-GDCL	Birddog	Conair	4	Kamloops
CT444	444	CV580	C-FFKF	Air Tanker	Conair	4	Kamloops
CT452	452	CV580	C-FKFA	Air Tanker	Conair	4	Kamloops
CB114	114	CJ525	C-GSYM	Birddog	Conair	5	Prince George/Abbotsford
CT460	460	L188	C-FYYJ	Air Tanker	Conair	5	Prince George/Abbotsford
CB129	129	C208	C-GQVC	Birddog	Conair	8	Kamloops
CT685	685	AT802F	C-FFQR	Air Tanker	Conair	8	Kamloops
*CT687	687	AT802F	C-GXNY	Air Tanker	Conair	8	Kamloops
CT674	674	AT802F	C-GXOB	Air Tanker	Conair	8	Kamloops
CT673	673	AT802F	C-FFQ5	Air Tanker	Conair	8	Kamloops
CB115	115	C525	C-GPCT	Birddog	Conair	Sub	Substitute A/C
CB124	124	C208	C-CGIW	Birddog	Conair	Sub	Substitute A/C
CB127	127	C208	C-GSDG	Birddog	Conair	Sub	Substitute A/C
CT678	678	AT-802	C-FXVF	Air Tanker	Conair	Sub	Substitute A/C
CT680	680	AT802F	C-FDHK	Air Tanker	Conair	Sub	Substitute A/C
CT691	691	AT802F	C-FDHF	Air Tanker	Conair	Sub	Substitute A/C
CT693	693	AT802F	C-FDHO	Air Tanker	Conair	Sub	Substitute A/C
CT465	465	RJ85	C-GVFK	Air Tanker	Conair	Sub	Substitute A/C
CT695	695	AT802F	C-GSYB	Air Tanker	Conair	Sub	Substitute A/C
CT466	466	RJ85	C-GVIT	Air Tanker	Conair	Sub	Substitute A/C
	110	PA60	C-GOSX		Conair	Sub	Substitute A/C
	118	PA60	C-GUSZ		Conair	Sub	Substitute A/C

## PARATAK JUMPSHIP

BASE	AIRCRAFT TYPE	CIVIL REGISTRATION	AMS COMPANY CODE	FUNCTION	AIR CARRIER
Fort St John	Parataak	CGVKB	KEN	Jump Machine	Kenn Borek Air

## HELICOPTERS

BASE	AIRCRAFT TYPE	CIVIL REGISTRATION	AMS COMPANY CODE	FUNCTION	AIR CARRIER
Salmon Arm	212	CGWWL	ASC	Rappel/Helitanker/Hoist	Ascent Helicopters
Salmon Arm	412	CFWTY	WCT	Rappel/Helitanker/Hoist	Wildcat Helicopters
Salmon Arm	412	CGBND	WCT	Rappel/Helitanker/Hoist	Wildcat Helicopters
Kelowna	212	C-FDHK	WCT	Med Lift /Snorkel/Tank	Wildcat Helicopters
Kelowna	212	C-FCAN	WCT	Med Lift /Snorkel/Tank	Wildcat Helicopters
Williams Lake	206B	C-GIZE	IHL	Standard	Interior Helicopters
Williams Lake	206B	C-GTPH	IHL	Substitute A/C	Interior Helicopters
Williams Lake	206B	C-GRGT	IHL	Substitute A/C	Interior Helicopters





File: 770-04/City of Quesnel

June 26, 2017

City of Quesnel  
410 Kinchant Street  
Quesnel BC V2J 7J5

Attention: John Boychuk

In connection with aircraft used in support of fire fighting and other forestry activities, the Province of British Columbia (the "**Province**"), through the BC Wildfire Service of the Ministry of Forests, Lands and Natural Resource Operation, requires a supply of jet fuel for fixed wing and rotary wing helicopters at the Quesnel Airport (the "**Airport**").

This letter ("**Agreement**") sets out the terms and conditions under which you agree to provide jet fuel to the Province at the Airport during the period from June 1, 2017 to October 31, 2017 (the "**Term**").

During the Term, you will:

- a) Provide into-plane delivery of jet fuel for the Province's authorized aircraft as and when requested (the "**Services**") to a standard of care maintained by persons providing, on a commercial basis, services similar to the Services;
- b) in providing the Services, use processes, equipment and personnel meeting all applicable laws, regulations and industry standards;
- c) provide invoices for the Services in no less than bi-weekly intervals clearly identifying the following minimum information:
  - date of deliveries;
  - quantity of fuel;
  - applicable fuel price or prices;
  - aircraft identification (registration or tail number);
  - evidence of pilot/crew acceptance of fuel (i.e., signed fuel slips);
  - taxes and fees payable by the Province; and
  - total invoiced amount;
- d) provide notice, upon executing and delivering this Agreement to the Province, of the initial per litre price payable by the Province for the Services, to be effective from the date of execution and delivery of this Agreement until the end of the first week of the Term;
- e) provide notice, on the Monday of each subsequent week during the Term, of the per litre price payable by the Province for the Services, to be effective from the Tuesday of such week

... /2

Ministry of  
Forests, Lands and  
Natural Resource  
Operations

BC Wildfire Service

Address:  
3080 Airport Drive  
Kamloops BC V2B 7X2  
Tel: (250) 312-3010  
Fax: (250) 554-5468

to the following Monday, unless the price has not changed (in which case no further notice is required); and

- f) provide the Province with such evidence as the Province may reasonably require in support of the information in any invoice for Services provided.

You will email the weekly notification of pricing and invoices to: [forpccp.airpwcc@gov.bc.ca](mailto:forpccp.airpwcc@gov.bc.ca).

During the Term, the Province will:

- a) Provide a list of aircraft and/or bowsers authorized to receive fuel under this Agreement;
- b) use its best efforts to advise you in advance of anticipated fuel requirements;
- c) within thirty (30) days of receipt of invoice, or the date we authorize payment, whichever is the latter, pay for those Services satisfactorily performed, in the reasonable opinion of the Province, during the billing period;
- d) where a sustained action requirement for multiple days is taxing your fuel supply, if you request immediate payment from the Province, the Province will endeavour to pay for Services satisfactorily performed, in the reasonable opinion of the Province, within seven (7) days of receipt of invoice.

In the event of any dispute between the Province and you arising out of or in connection with this Agreement, the parties must initially attempt to resolve the dispute through collaborative negotiation. If the dispute is not resolved through collaborative negotiation within 15 days of the date the dispute first arose, the parties must attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society. If the dispute is not resolved through mediation within 30 business days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act* (British Columbia).

You will call the Prince George Fire Centre dispatch at 250-565-6126 prior to providing fuel to any aircraft that has not been identified by the Province as being authorized to receive fuel under this Agreement and confirm that the aircraft may receive fuel under this Agreement.

This Agreement does not constitute a commitment of the Province to purchase any volume of fuel or to pay you any amount other than for Services actually provided in accordance with this Agreement.

If you are in agreement with the aforementioned terms and conditions please sign in the space provided below and return to this office via email to [Judy.Janzen@gov.bc.ca](mailto:Judy.Janzen@gov.bc.ca).

Yours truly,



Judy Janzen  
Acting/Aviation Management Specialist  
BC Wildfire Service

  
\_\_\_\_\_  
Supplier Signature





File: 770-04/Enex Aviation Services Ltd.

June 26, 2017

Enex Aviation Services Ltd.  
3322 Mustang Road  
Cassidy BC V0R 1H0

Attention: Amanda Mecredy

In connection with aircraft used in support of fire fighting and other forestry activities, the Province of British Columbia (the "**Province**"), through the BC Wildfire Service of the Ministry of Forests, Lands and Natural Resource Operation, requires a supply of jet fuel for fixed wing and rotary wing helicopters at the Nanaimo Airport (the "**Airport**").

This letter ("**Agreement**") sets out the terms and conditions under which you agree to provide jet fuel to the Province at the Airport during the period from June 1, 2017 to October 31, 2017 (the "**Term**").

During the Term, you will:

- a) Provide into-plane delivery of jet fuel for the Province's authorized aircraft as and when requested (the "**Services**") to a standard of care maintained by persons providing, on a commercial basis, services similar to the Services;
- b) in providing the Services, use processes, equipment and personnel meeting all applicable laws, regulations and industry standards;
- c) provide invoices for the Services in no less than bi-weekly intervals clearly identifying the following minimum information:
  - date of deliveries;
  - quantity of fuel;
  - applicable fuel price or prices;
  - aircraft identification (registration or tail number);
  - evidence of pilot/crew acceptance of fuel (i.e., signed fuel slips);
  - taxes and fees payable by the Province; and
  - total invoiced amount;
- d) provide notice, upon executing and delivering this Agreement to the Province, of the initial per litre price payable by the Province for the Services, to be effective from the date of execution and delivery of this Agreement until the end of the first week of the Term;
- e) provide notice, on the Monday of each subsequent week during the Term, of the per litre price payable by the Province for the Services, to be effective from the Tuesday of such week

... /2

Ministry of  
Forests, Lands and  
Natural Resource  
Operations

BC Wildfire Service

Address:  
3080 Airport Drive  
Kamloops BC V2B 7X2  
Tel: (250) 312-3010  
Fax: (250) 554-5468

to the following Monday, unless the price has not changed (in which case no further notice is required); and

- f) provide the Province with such evidence as the Province may reasonably require in support of the information in any invoice for Services provided.

You will email the weekly notification of pricing and invoices to: [forpccp.airpwcc@gov.bc.ca](mailto:forpccp.airpwcc@gov.bc.ca).

During the Term, the Province will:

- a) Provide a list of aircraft and/or bowsers authorized to receive fuel under this Agreement;
- b) use its best efforts to advise you in advance of anticipated fuel requirements;
- c) within thirty (30) days of receipt of invoice, or the date we authorize payment, whichever is the latter, pay for those Services satisfactorily performed, in the reasonable opinion of the Province, during the billing period;
- d) where a sustained action requirement for multiple days is taxing your fuel supply, if you request immediate payment from the Province, the Province will endeavour to pay for Services satisfactorily performed, in the reasonable opinion of the Province, within seven (7) days of receipt of invoice.

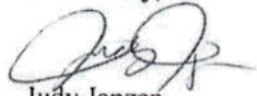
In the event of any dispute between the Province and you arising out of or in connection with this Agreement, the parties must initially attempt to resolve the dispute through collaborative negotiation. If the dispute is not resolved through collaborative negotiation within 15 days of the date the dispute first arose, the parties must attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society. If the dispute is not resolved through mediation within 30 business days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act* (British Columbia).

You will call the Coastal Fire Centre dispatch at 250-951-4200 prior to providing fuel to any aircraft that has not been identified by the Province as being authorized to receive fuel under this Agreement and confirm that the aircraft may receive fuel under this Agreement.

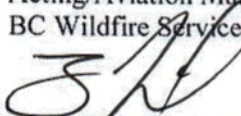
This Agreement does not constitute a commitment of the Province to purchase any volume of fuel or to pay you any amount other than for Services actually provided in accordance with this Agreement.

If you are in agreement with the aforementioned terms and conditions please sign in the space provided below and return to this office via email to [Judy.Janzen@gov.bc.ca](mailto:Judy.Janzen@gov.bc.ca).

Yours truly,



Judy Janzen  
Acting/Aviation Management Specialist  
BC Wildfire Service



\_\_\_\_\_  
Supplier Signature



## 2017 BC CONTRACT AIRCRAFT FLEET LIST - BC WILDFIRE SERVICE

AIR TANKERS - BIRDDOGS							
AMS A/C CODE	TAIL #	AIRCRAFT TYPE	CIVIL REGISTRATION	FUNCTION	AIR CARRIER	GRP ID	LOCATION
CT489	489	L188	C-FV FH	Air Tanker	Air Spray	3	Prince George
CB052	52	TC690	C-GFP P	Birddog	Air Spray	3	Prince George
CB061	61	TC690	C-GPB X	Birddog	Air Spray	6	Williams Lake
CT481	481	L188	C-FLXT	Air Tanker	Air Spray	6	Williams Lake
CB051	51	TC690	C-FZRQ	Birddog	Air Spray	7	Fort St. John
CT482	482	L188	C-FUJO	Air Tanker	Air Spray	7	Fort St. John
CB131	131	TC690	C-GAAL	Birddog	Conair	1	Penticton
CT447	447	CV580	C-FKFB	Air Tanker	Conair	1	Penticton
CT449	449	CV580	C-FKFL	Air Tanker	Conair	1	Penticton
CB125	125	CT208 EX	C-GMKW	Birddog	Conair	2	Castlegar
CT696	697	AT802AF	C-FYFN	Air Tanker	Conair	2	Castlegar
CT697	698	AT802AF	C-GBPV	Air Tanker	Conair	2	Castlegar
CT698	699	AT802AF	C-GBPY	Air Tanker	Conair	2	Castlegar
CT699	696	AT802AF	C-GYBF	Air Tanker	Conair	2	Castlegar
CB134	134	TC690	C-GDCL	Birddog	Conair	4	Kamloops
CT444	444	CV580	C-FFKF	Air Tanker	Conair	4	Kamloops
CT452	452	CV580	C-FKFA	Air Tanker	Conair	4	Kamloops
CB114	114	CJ525	C-GSYM	Birddog	Conair	5	Prince George/Abbotsford
CT460	460	L188	C-FYYJ	Air Tanker	Conair	5	Prince George/Abbotsford
CB129	129	C208	C-GQVC	Birddog	Conair	8	Kamloops
CT685	685	AT802F	C-FFQR	Air Tanker	Conair	8	Kamloops
*CT687	687	AT802F	C-GXNY	Air Tanker	Conair	8	Kamloops
CT674	674	AT802F	C-GXOB	Air Tanker	Conair	8	Kamloops
CT673	673	AT802F	C-FFQS	Air Tanker	Conair	8	Kamloops
CB115	115	C525	C-GPCT	Birddog	Conair	Sub	Substitute A/C
CB124	124	C208	C-CGJW	Birddog	Conair	Sub	Substitute A/C
CB127	127	C208	C-GSDG	Birddog	Conair	Sub	Substitute A/C
CT678	678	AT-802	C-FXVF	Air Tanker	Conair	Sub	Substitute A/C
CT680	680	AT802F	C-FDHK	Air Tanker	Conair	Sub	Substitute A/C
CT691	691	AT802F	C-FDHE	Air Tanker	Conair	Sub	Substitute A/C
CT693	693	AT802F	C-FDHO	Air Tanker	Conair	Sub	Substitute A/C
CT465	465	RJ85	C-GVFK	Air Tanker	Conair	Sub	Substitute A/C
CT695	695	AT802F	C-GSYB	Air Tanker	Conair	Sub	Substitute A/C
CT466	466	RJ85	C-GVFT	Air Tanker	Conair	Sub	Substitute A/C
	110	PA60	C-GOSX		Conair	Sub	Substitute A/C
	118	PA60	C-GUSZ		Conair	Sub	Substitute A/C

## PARATTACK JUMPSHIP

BASE	AIRCRAFT TYPE	CIVIL REGISTRATION	AMS COMPANY CODE	FUNCTION	AIR CARRIER
Fort St John	Parattack	CGVKB	KEN	Jump Machine	Kenn Borek Air

## HELICOPTERS

BASE	AIRCRAFT TYPE	CIVIL REGISTRATION	AMS COMPANY CODE	FUNCTION	AIR CARRIER
Salmon Arm	212	CGWWL	ASC	Rappel/Helitanker/Hoist	Ascent Helicopters
Salmon Arm	412	CFWTY	WCT	Rappel/Helitanker/Hoist	Wildcat Helicopters
Salmon Arm	412	CGBND	WCT	Rappel/Helitanker/Hoist	Wildcat Helicopters
Kelowna	212	C-FOHK	WCT	Med Lift /Snorkel/Tank	Wildcat Helicopters
Kelowna	212	C-FCAN	WCT	Med Lift /Snorkel/Tank	Wildcat Helicopters
Williams Lake	206B	C-GIZE	IHL	Standard	Interior Helicopters
Williams Lake	206B	C-GTPH	IHL	Substitute A/C	Interior Helicopters
Williams Lake	206B	C-GRGT	IHL	Substitute A/C	Interior Helicopters



File: 770-04/Bear Creek Contracting

June 26, 2017

Bear Creek Contracting Ltd.  
dba Bear Creek Group  
Pacific Western Helicopters  
3550 Hwy. 16E  
Terrace BC V8G 5J3

Attention: ~~Bill Linde~~ *James Carr*

In connection with aircraft used in support of fire fighting and other forestry activities, the Province of British Columbia (the "Province"), through the BC Wildfire Service of the Ministry of Forests, Lands and Natural Resource Operation, requires a supply of jet fuel for fixed wing and rotary wing helicopters at the Dease Lake Airport (the "Airport").

This letter ("Agreement") sets out the terms and conditions under which you agree to provide jet fuel to the Province at the Airport during the period from June 1, 2017 to October 31, 2017 (the "Term").

During the Term, you will:

- a) Provide into-plane delivery of jet fuel for the Province's authorized aircraft as and when requested (the "Services") to a standard of care maintained by persons providing, on a commercial basis, services similar to the Services;
- b) in providing the Services, use processes, equipment and personnel meeting all applicable laws, regulations and industry standards;
- c) provide invoices for the Services in no less than bi-weekly intervals clearly identifying the following minimum information:
  - date of deliveries;
  - quantity of fuel;
  - applicable fuel price or prices;
  - aircraft identification (registration or tail number);
  - evidence of pilot/crew acceptance of fuel (i.e., signed fuel slips);
  - taxes and fees payable by the Province; and
  - total invoiced amount;
- d) provide notice, upon executing and delivering this Agreement to the Province, of the initial per litre price payable by the Province for the Services, to be effective from the date of execution and delivery of this Agreement until the end of the first week of the Term;

... /2

Ministry of  
Forests, Lands and  
Natural Resource  
Operations

BC Wildfire Service

Address:  
3080 Airport Drive  
Kamloops BC V2B 7X2

Tel: (250) 312-3010  
Fax: (250) 554-5468



- e) provide notice, on the Monday of each subsequent week during the Term, of the per litre price payable by the Province for the Services, to be effective from the Tuesday of such week to the following Monday, unless the price has not changed (in which case no further notice is required); and
- f) provide the Province with such evidence as the Province may reasonably require in support of the information in any invoice for Services provided.

You will email the weekly notification of pricing and invoices to: [forpccp.airpwcc@gov.bc.ca](mailto:forpccp.airpwcc@gov.bc.ca).

During the Term, the Province will:

- a) Provide a list of aircraft and/or bowzers authorized to receive fuel under this Agreement;
- b) use its best efforts to advise you in advance of anticipated fuel requirements;
- c) within thirty (30) days of receipt of invoice, or the date we authorize payment, whichever is the latter, pay for those Services satisfactorily performed, in the reasonable opinion of the Province, during the billing period;
- d) where a sustained action requirement for multiple days is taxing your fuel supply, if you request immediate payment from the Province, the Province will endeavour to pay for Services satisfactorily performed, in the reasonable opinion of the Province, within seven (7) days of receipt of invoice.

In the event of any dispute between the Province and you arising out of or in connection with this Agreement, the parties must initially attempt to resolve the dispute through collaborative negotiation. If the dispute is not resolved through collaborative negotiation within 15 days of the date the dispute first arose, the parties must attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society. If the dispute is not resolved through mediation within 30 business days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act* (British Columbia).

You will call the Northwest Fire Centre dispatch at 250-847-6633 prior to providing fuel to any aircraft that has not been identified by the Province as being authorized to receive fuel under this Agreement and confirm that the aircraft may receive fuel under this Agreement.

This Agreement does not constitute a commitment of the Province to purchase any volume of fuel or to pay you any amount other than for Services actually provided in accordance with this Agreement.

If you are in agreement with the aforementioned terms and conditions please sign in the space provided below and return to this office via email to [Judy.Janzen@gov.bc.ca](mailto:Judy.Janzen@gov.bc.ca).

Yours truly,



Judy Janzen  
Acting/Aviation Management Specialist  
BC Wildfire Service



Supplier Signature

James Carr  
Ops Manager

File: 770-04/Sky North Aviation Fuels Ltd.

June 26, 2017

Sky North Aviation Fuels Ltd.

Attention: Dawn Kidd

In connection with aircraft used in support of fire fighting and other forestry activities, the Province of British Columbia (the "**Province**"), through the BC Wildfire Service of the Ministry of Forests, Lands and Natural Resource Operation, requires a supply of jet fuel for fixed wing and rotary wing helicopters at the Fort Nelson Airport (the "**Airport**").

This letter ("**Agreement**") sets out the terms and conditions under which you agree to provide jet fuel to the Province at the Airport during the period from June 1, 2017 to October 31, 2017 (the "**Term**").

During the Term, you will:

- a) Provide into-plane delivery of jet fuel for the Province's authorized aircraft as and when requested (the "**Services**") to a standard of care maintained by persons providing, on a commercial basis, services similar to the Services;
- b) in providing the Services, use processes, equipment and personnel meeting all applicable laws, regulations and industry standards;
- c) provide invoices for the Services in no less than bi-weekly intervals clearly identifying the following minimum information:
  - date of deliveries;
  - quantity of fuel;
  - applicable fuel price or prices;
  - aircraft identification (registration or tail number);
  - evidence of pilot/crew acceptance of fuel (i.e., signed fuel slips);
  - taxes and fees payable by the Province; and
  - total invoiced amount;
- d) provide notice, upon executing and delivering this Agreement to the Province, of the initial per litre price payable by the Province for the Services, to be effective from the date of execution and delivery of this Agreement until the end of the first week of the Term;
- e) provide notice, on the Monday of each subsequent week during the Term, of the per litre price payable by the Province for the Services, to be effective from the Tuesday of such week

... /2



to the following Monday, unless the price has not changed (in which case no further notice is required); and

- f) provide the Province with such evidence as the Province may reasonably require in support of the information in any invoice for Services provided.

You will email the weekly notification of pricing and invoices to: [forpccp.airpwcc@gov.bc.ca](mailto:forpccp.airpwcc@gov.bc.ca).

During the Term, the Province will:

- a) Provide a list of aircraft and/or bowsers authorized to receive fuel under this Agreement;
- b) use its best efforts to advise you in advance of anticipated fuel requirements;
- c) within thirty (30) days of receipt of invoice, or the date we authorize payment, whichever is the latter, pay for those Services satisfactorily performed, in the reasonable opinion of the Province, during the billing period;
- d) where a sustained action requirement for multiple days is taxing your fuel supply, if you request immediate payment from the Province, the Province will endeavour to pay for Services satisfactorily performed, in the reasonable opinion of the Province, within seven (7) days of receipt of invoice.

In the event of any dispute between the Province and you arising out of or in connection with this Agreement, the parties must initially attempt to resolve the dispute through collaborative negotiation. If the dispute is not resolved through collaborative negotiation within 15 days of the date the dispute first arose, the parties must attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society. If the dispute is not resolved through mediation within 30 business days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act* (British Columbia).

You will call the Prince George Fire Centre dispatch at 250-565-6126 prior to providing fuel to any aircraft that has not been identified by the Province as being authorized to receive fuel under this Agreement and confirm that the aircraft may receive fuel under this Agreement.

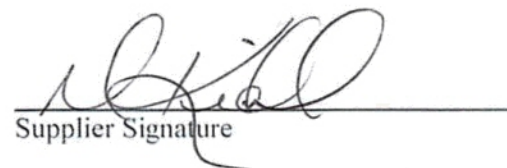
This Agreement does not constitute a commitment of the Province to purchase any volume of fuel or to pay you any amount other than for Services actually provided in accordance with this Agreement.

If you are in agreement with the aforementioned terms and conditions please sign in the space provided below and return to this office via email to [Judy.Janzen@gov.bc.ca](mailto:Judy.Janzen@gov.bc.ca).

Yours truly,



Judy Janzen  
Acting/Aviation Management Specialist  
BC Wildfire Service

  
Supplier Signature