



Internal Contract Request Form

Office of the Chief Forester Division

Headquarters

Complete ALL information. If an item does not apply, please indicate "N/A".

For Contract Modification use the Amendment Approval Form – NRS 1353 ([CSNR Forms](#))

Ministry Information:

Contract Number:	1070-20/OT23FHQ233	Expense Authority Name & Title:	Derek Lefler, Director
Qualified Receiver Name:	Babita Bains		
QR Physical & Mailing Address:	200 - 10740 152 St, Surrey, BC V3R 0Y3		
QR Phone:	236-468-2295		
Project Title:	2023 Spongy Moth Aerial Spray Program		
Contract Start Date:	March 17, 2023	Contract End Date:	March 1, 2024
Holdback (Y/N):	N	SAFE Certification (Y/N):	N
Insurance – See NRS 1289 :	See Schedule D (BB Completed NRS 1289)		
For Operational Contracts – Article 3.03 # Calendar Days:		For Operational Contracts – Article 10.01 Clause (X/Y):	
Procurement Template used:	<input checked="" type="checkbox"/> Request for Proposal <input type="checkbox"/> Invitation to Tender (construction only)	<input type="checkbox"/> Price-based Solicitation (formerly ITQ) <input type="checkbox"/> Direct Award	
Advertising Method:	<input checked="" type="checkbox"/> Posted to BC Bid	<input type="checkbox"/> Sent to Multi-Use List	<input type="checkbox"/> 3+ Quotes Attempted
Procurement Process Code :	100		
Contract Total (total of Fees & Expenses):	\$417000	Fees Total:	\$417000
		Expenses Total:	\$0
Fees Rate (Lump sum, hourly rate, unit rate, daily rate*)	s. 17		
*If daily rate, indicate how many hours make up a day.			
For Multi-Year Contracts Only:	If Contract Term spans fiscal years, please confirm the amount to be encumbered in each fiscal year (if known)		
ACCOUNT CODING IS REQUIRED FOR CSNR CENTRALIZED ACCOUNTS PAYABLE:			
Responsibility Centre:	7169D	Service Line:	40334
		STOB:	6001
		Project No.:	7132074

Contractor Information:

Contractor Legal Entity:	Twin Aviation Inc		
Contractor Physical & Mailing Address:	349 Rosehill Wynd, Delta, BC V4M 3L8		
Contractor Email:	s. 22	Contractor Phone:	604-644-2174
Contractor Representative:	David Sproule	Contractor Signing Authority:	David Sproule
WorkSafeBC Account No.:	s. 21	Corporate Business No. (GST #):	
Contractor Key Personnel:	David Sproule		

RFP Appendix C

Submission Declaration Form

For purposes of this advisory: (i) the word "RFX" means that certain type of procurement or information gathering process identified in the "overview" menu tab of the BC Bid application to which You are submitting a response; (ii) Your response to the RFX, regardless of the opportunity type, is referred to as Your "Submission"; (iii) the submitting party is referred to as "You" or "Your"; and (iv) each of the defined terms in this paragraph are cross-referenced to defined terms set out in the applicable RFX.

You are about to make a Submission to an RFX. By submitting the Submission, You agree:

- (i) To the BC Bid Terms and Conditions of Use located [here](#);
- (ii) to all of the terms and conditions of the RFX, including any applicable process rules pertaining to the RFX that are located in the "process rules" section of the BC Bid application; and
- (iii) affirm and declare that Your authorized representative's name being signed, or an image of that signature being affixed on this form, will constitute Your legally binding signature.



SIGNATURE OF YOUR AUTHORIZED REPRESENTATIVE

DAVID SPROULE

PRINT YOUR NAME

DAVID SPROULE

PRINT NAME OF YOUR AUTHORIZED REPRESENTATIVE

DATE: 27 SEPTEMBER 2023

23 September 2022

1070-30/OT23FHQ233 Spongy Moth Aerial Spray Program Proposal Evaluation Form

Evaluators: Babita Bains & Stefan Zeglen

Date: March 8, 2023

s. 21

Criteria
Capabilities: Proponent's organization, equipment and certifications
Twin Aviation: <ul style="list-style-type: none">• Licensed Aircraft Maintenance Engineer & all personnel have company elementary maintenance training.• Four ground personnel (2 for each aircraft); 2 loaders are AME apprentices with 2 years' experience.• Two aircrafts and pilots• AgNav Platinum (prevention of off-target spray through an automatic spray control valve.• Integrated variable rate flow-control system (consistent rate of application across the area, not airspeed• Ground equipment (hoses, pumps, meters, spill kits will be located at each site with no need to move equipment from site-to-site• Employees already have their Pesticide Applicator Certificates, Transportation Dangerous Goods, Human Factors, Cockpit Resource Management training• Experience in B.C. with spongy moth eradication since 1993 – expert knowledge of terrain, procedures and approach to application in mountainous regions of B.C.• Extensive urban area experience• Can meet the 250 ha/day for each aircraft• Three bases: Courtenay; Port Alberni; Victoria airports (has already negotiated the use of a secure hangar at Victoria Airport and for Port Alberni and Courtenay airports they intend to place a secure shipping container.• Each base is a stand-alone base (not a sub-base).• Can provide daily spray reports and copies of the pesticide load and mix records for each base.• Extensive experience in B.C.• They need their B.C. Pest Control Service License

s. 21

Approach:

Proponents operational approach to implement the 2023 spongy moth aerial sprays across 3,038 ha on Vancouver Island s. 21

Twin Aviation:

- Can meet the 250 ha/day for each aircraft
- Three bases: Courtenay; Port Alberni; Victoria airports (has already negotiated the use of a secure hangar at Victoria Airport and for Port Alberni and Courtenay airports they intend to place a secure shipping container.
- Each base is a stand-alone base (not a sub-base).
- Can provide daily spray reports and copies of the pesticide load and mix records for each base.
- For approach has provided images with flight paths, how many loads & swaths required, and total litres of Btk
 - Port Alberni: race track; 7 loads, 75 swaths (first spray would be ~2.5 days with one aircraft)
 - Dove Creek: race track; 6 loads, 70 swaths (first spray may be just over 2 days but with an extended end time could be 2 days)
 - City of Courtenay: race track; 3 loads, 55 swaths (one day for completion could be tight)
 - Campbell River: race track; 3 loads, 56 swaths (one day for completion could be tight)
 - Belmont: race track; 3 loads, 59 swaths (one day for completion could be tight)
 - View Royal/Esquimalt: race track, 6 loads, 52 swaths (2 days)
- **Detailed approach outlined (extensive experience completing programs on island)**
- **Three fully operational bases already secured**
- **Timing seems more realistic and considers uncertainty of spray order and timing**

s. 21

Total (80 points available)

How the Proponent meets or will meet the mandatory criteria outlined in Section 7.1 of the Spongy Moth Aerial Applicator RFP. All ten requirements must be addressed.

- | | |
|---|--|
| 1. The proponent must provide a twin engine spray aircraft suitable to complete one full application (minimum 250 ha) within one day. | s. 21 |
| 2. The proponent must be registered in good standing with WorkSafe BC. | |
| 3. The proponent must have successfully completed at least one aerial treatment program over a residential area (urban centre) in the last three years. | |

4. Aircraft Flight Personnel Must: hold a valid Commercial Pilot License; hold a valid Pilot Proficiency Check on the designated Aircraft type; have a minimum of 1500 hours total time; have a minimum of 500 hours Pilot in Command; have a minimum of 50 hours on the designated Aircraft type; have two years' experience in aerial spraying as Pilot in Command; make available, on request of the Province, all pilot personnel flying history; and ensure all flight personnel hold a British Columbia Pesticide Applicators Certificate (forestry category) where appropriate.
5. Aircraft Maintenance Personnel: must be trained in accordance with the Transport Canada approved Maintenance Manual; and all aircraft maintenance engineers must be licensed in accordance with current Transport Canada requirements.
6. The proponent's pesticide loading supervisor must obtain or possess valid British Columbia Pesticide Applicators Certificate (forestry category).
7. The aircraft will be equipped with an onboard Aerial Spray System that meets the following requirements:
 - a) a spray system having a minimum of four nozzles calibrated to produce a droplet spectrum of 85 – 120 micron diameter, deposit density of approximately 20 droplets/cm² at a constant rate and pressure over an even, unbroken swath;
 - b) a fully functioning Digital GPS system, specifically designed for aerial pesticide applications (i.e., Satloc, or Ag-Nav);
 - c) an on-board electronic flow meter for continuous monitoring of the application rate and the amount of pesticide in the spray tanks during the application;
 - d) a leak proof system with positive shut off devices;
 - e) a pressure gauge mounted in such a location that it may be read from outside the aircraft during calibration operations; and
 - f) flow control to maintain an application rate of four litres/hectare when aircraft speed varies from target speed.
8. The Aircraft will be equipped with all safety and survival equipment and supplies as required by federal and provincial laws and regulations.
9. In addition to all the communication and navigational equipment requirements of Transport Canada, the Aircraft will be equipped with the following communication equipment:
 - a) a minimum of two standard aircraft transmit and receive VHF - A.M. radios with a minimum frequency range of 118 to 135.95 megahertz;
 - b) transmit and receive FM multi-channel, programmable radio equipment with a frequency range of 150 to 174 megahertz and capable of operation with continuous tone coded squelch system (CTCSS). The radio equipment must be

capable of storing 50 or more channels and have operator accessibility to all CTCSS tones. The Equipment must be compatible with Industry Canada's Radio Spectrum Realignment (narrow banding) requirement; and	s. 21	
c) an approved communications "audio control panel" and headsets, with full side tone, that will provide independent receive and transmit capability for the pilot and passenger on either of the radio systems.		
10. The proponent will supply support equipment necessary to safely and effectively operate including:		
a) pesticide circulation and Aircraft loading Equipment necessary to ensure the pesticide is safely loaded onto the spray Aircraft;		
b) empty reservoir container having sufficient capacity to receive all pesticide from the Aircraft;		
c) all necessary personal protective equipment and safety equipment for the Contractor's own personnel; and		
d) spill equipment as required by the Spill Plan.		
11. The proponent will provide the location of the Designated Base of operations and outline plans for use of any Satellite Bases that would be used as part of the spongy moth program.		
12. The proponent will make available to the Province the pesticide loading and circulating equipment and ground handling equipment and staff to operate said equipment at the Designated Base and any Satellite Base(s) to support the gypsy moth eradication project.		
13. The proponent must obtain or possess a valid British Columbia Pesticide Control Service License.		
14. The proponent must be willing to obtain all the necessary permits and approvals from the appropriate federal and provincial authorities for low level flight in the planned treatment area.		
15. The proponent must provide at least one reference for work of similar type and size that has been completed in the past seven years.		
16. Proponents must provide a minimum of one reference (i.e., names and contact information) of individuals who can verify the quality of work provided, specific to the relevant experience of the Proponent.		
Pricing (20 points available)		
Twin Aviation:		
Mobilization Fee: s. 17		
Application Fee: s. 17		
TOTAL:	99/100	84/100

s. 21

s. 17
s. 17

Evaluation Summary:

Twin Aviation (99 points)		s. 21
Capabilities: 39 points		
<ul style="list-style-type: none">• Extensive experience in B.C.• They need their B.C. Pest Control Service License		
Approach: 79 points		
<ul style="list-style-type: none">• Detailed approach outlined, including flight paths (extensive experience completing programs on island)• Three fully operational bases already secured• Timing seems more realistic and considers uncertainty of spray order and timing		
Price: 20 points		
~program cost: s. 17		s. 17

s. 21

From: David Sproule^{s. 22}
To: Bains, Babita FOR:EX (Babita.Bains@gov.bc.ca)
Subject: 2023 Spongy Moth Aerial Spray Program, ID # 1070-30/OT23FHQ233
Sent: 02/27/2023 20:55:30
Attachments: RFP Appendix C signed.pdf, Twin Aviation RFP 2023 SUBMISSION.docx

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Hello Babita,
Here is the RFP submission.
Best Regards,
David Sproule

RFP Appendix C

Submission Declaration Form

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- (iii) affirm and declare that Your authorized representative's name being signed, or an image of that signature being affixed on this form, will constitute Your legally binding signature.



SIGNATURE OF YOUR AUTHORIZED REPRESENTATIVE

DAVID SPROULE

PRINT YOUR NAME

DAVID SPROULE

PRINT NAME OF YOUR AUTHORIZED REPRESENTATIVE

DATE: 27 SEPTEMBER 2023

23 September 2022

Appendix B: Proposal Response Form

Proponent's Proposal 1070-30/OT23FHQ233 for 2023 Spongy Moth Aerial Spray Program

Part 1: Instructions for Proponents

Areas for Proponents to enter text are identified with **red text fields**. Click on the field and you can start entering text. The fields should expand to accommodate your text. **Note:** This Appendix B Proposal Response Form or a form substantially similar to this template must be prepared and completed to the extent applicable; and must be submitted as the Proponent's Proposal.

This Proposal Response Form includes "Response Guidelines" which are intended to assist Proponents in the development of their Proposals.

The Response Guidelines are not intended to be comprehensive. Proponents should use their own judgement in determining what information to provide to demonstrate that the Proponent meets or, if applicable exceeds the Province's expectations with respect to a particular response guideline.

Proposals should not contain links to information that is not set down directly in the Proponent's Proposal. Should this occur, the Province may disregard any referred to source of information that is not contained in the Proposal being evaluated.

Please expand any response tables in this Appendix as needed to accommodate Proponent's response. Proponents should not cross reference any answer pertaining to one question in relation to an answer that may be made to a different question.

Proponents should include a detailed response to each of the Response Guidelines using this Appendix B.

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Part 2: Proponent Identification

Proponent's Legal Name, as well as "Doing Business as Name", if applicable	TWIN AVIATION INC
Proponent's Primary Office Address (Add all details relating to the street address. Do not use a P.O. Box)	s. 22
Proponent's Toll-free Telephone Number, if applicable	N/A
Proponent's Website Address, if applicable	N/A
Authorized Representative's Name	David Sproule
Authorized Representative's Title	President
Authorized Representative's Email Address	s. 22
Authorized Representative's Phone Number	s. 22
Authorized Representative's After-Hours Emergency Number	s. 22

Part 3: Proponent Contact Information

If the Proponent would like someone other than the authorized representative identified in Part 2 to receive any future communications regarding this Proposal, please identify that person below.	
Proponent Contact's Name	David Sproule
Proponent Contact's Title	President
Proponent Contact's email Address	s. 22
Proponent Contact's Phone Number	s. 22

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Proponent Contact's Address

s. 22

Part 4: Requirements and Response Guidelines (Questions and Answers)

Proponents are reminded to carefully review and comply with the instructions in Part 1 of this Appendix B Proposal Response Form.

1. Proposal Outline

Response Guideline 1

Instructions for Proponents:

Proponents must complete this document (Appendix B) as their response to the Spongy Moth Aerial Applicator RFP.

Proponents must answer each question outlined in this document (Appendix B). Figures or images must be attached at the end of this document under 'Attachments'. All figures and images must be described in the response with a header and the same reference must be used in the 'Attachments' section.

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Appendix B: Proposal Response Form

2. Proponent Response

Response Guideline 2	Points Available	Minimum Score
	80	60
Instructions for Proponents:		
Proponents must answer each question outlined in this document (Appendix B). Figures or images must be attached at the end of this document under 'Attachments'. All figures and images must be described in the response with a header and the same reference must be used in the 'Attachments' section.		
1. Provide a summary of the Proponent's organization, equipment and certifications.		
<p><u>Organization</u></p> <p>Twin Aviation Inc. (TA) is managed and directed by David Sproule. David is responsible for oversight of all flight and ground operations including all personnel. The team consists of a second pilot and 4 ground personnel (2 for each aircraft). David is also a licensed Aircraft Maintenance Engineer, 2 of the loaders are AME apprentices with 2 years experience and all personnel have company elementary maintenance training.</p> <p><u>Equipment</u></p> <p>Twin Aviation Inc. will provide two Piper Aztec PA 23-250 Duflo spray aircraft, ground support equipment, as well as, flight and ground crew for the 2023 eradication program.</p> <p>Twin Aviation utilises the latest in satellite GPS technology (AgNav Platinum) for guidance. This system ensures on track and on target application. Additionally, an integrated variable rate flow-control system will ensure a consistent rate of application across the area based upon aircraft ground speed, not airspeed. A further feature of the AgNav system is the prevention of off-target spray through an automatic spray control valve. The valve will only open within the spray zone while on-track within pre-set parameters.</p> <p>All ground loading equipment (hoses, pumps, meters spill kits etc.) will be located at each site with no need to move equipment from site to site.</p> <p><u>Certification</u></p> <p>TA provides the most current and experienced crews and equipment maintained to the highest standards. TA holds Transport Canada Air Operator Certificate (AOC) No. 8073 and pilots hold Transport Canada commercial pilot license (CPL) or higher. All TA employees have the following certifications, BC Forest Pesticide applicator certificate,</p>		

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Transportation Dangerous Goods (TDG), Human Factors (HF), Cockpit resource management (CRM) training.

2. Provide an overview of the Proponents operational approach to implement the 2023 spongy moth aerial sprays across 3,038 ha on Vancouver Island.

Operations

TA' has been providing BC MoF Spongy moth applications since 1993. All of this experience has given TA in depth knowledge of the local terrain, procedures, and approach to application in mountainous regions of BC. Each of the three bases of operations have been previously used by TA. TA has been to all areas and is familiar with the terrain.

All applications will be in accordance with Ministry of Environment & Climate Change Strategy's PESTICIDE USE PERMIT No. 738-0035-23-23, 738-0036-23-23, 738-0032-21-24, and Transport Canada (TC) requirements specified in a low flight waiver to the regulations.

TA will provide all necessary equipment and personnel, to safely circulate, load and apply Foray 48B using TA's twin-engine Piper Aztec PA23-250 aircraft. As per the RFP, each of the 3 applications will repeat approximately 7-10 days apart with a minimum of 250 ha/day production capability

TA recognises spray dates and times are subject to insect development, weather and other factors and are at the discretion of FLNRO&RD. As such, TA is available on 12 hours notice from FLNRO&RD to be on the designated base for the next morning spray. Personnel will be on base by 04:00 each spray day.

TA proposes a base of operations at each of Courteney, Port Alberni and Victoria airports. At Victoria airport TA has already negotiated for the use of a secure hangar. For Port Alberni and Courteney airports, TA intends to place a secure shipping container.

As each base is stand alone and not a sub-base, at each location, there will be a complete system for circulating, measuring, loading, spill containment, record keeping and storing and securing of the Btk.

At the direction of FLNRO&RF, TA will re-position the aircraft to the required bases as needed. The aircraft are able to operate independently of each other (a crew for each), as such, can be located at two different airports or may be operated from the same airport. Additionally, due to the speed of the aircraft, any spray block can be supported from any base should there be enough time in a morning session to supplement with a load from another base should the need arise.

Each aircraft will have two ground crew and a vehicle for support which may be moved to any location within the day including a spray day. Loading and operations will take place the morning of the spray as directed by FLNRO&RF.

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Daily, after each application, TA will provide FLNRO&RD with a spray report produced from the AgNav GPS files. Data provided will show lines sprayed, the number of loads, total volume sprayed, total area sprayed and time to apply each day's application as well as any other information produced by the AgNav system and requested by FLNRO&RD.

A paper copy of pesticide load and mix records from each base will be available and provided at the Province's request.

Security will be via locked shipping containers and locked hangar with restricted access at each base. A security camera will be placed at each site to record any potential issues. Security above these requirements will be at the discretion and direction of FLNRO&RD.

TA will have the aircraft and support systems available for calibrations when or as directed by FLNRO&RD. After many previous years of calibration by FLNRO&RD, TA suggests the existing nozzle positions and settings to be optimal. Droplet size and pattern are based on Micronair publications settings and have consistently fallen within the parameter of FLNRO&RD and product label requirements. A direct reading pressure gauge on the boom can be read from outside the aircraft during calibration.

The following aerial photos of each site depict the intended flight path and method of application along with a text describing in greater detail the number of lines and loads for each site. The spray lines depicted schematically are a proposal only and can be changed if desired. The racetrack pattern can be flown in either direction

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Port Alberni

Per Application:

763 ha

7 loads

75 swaths

3052 liters



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Dove Creek

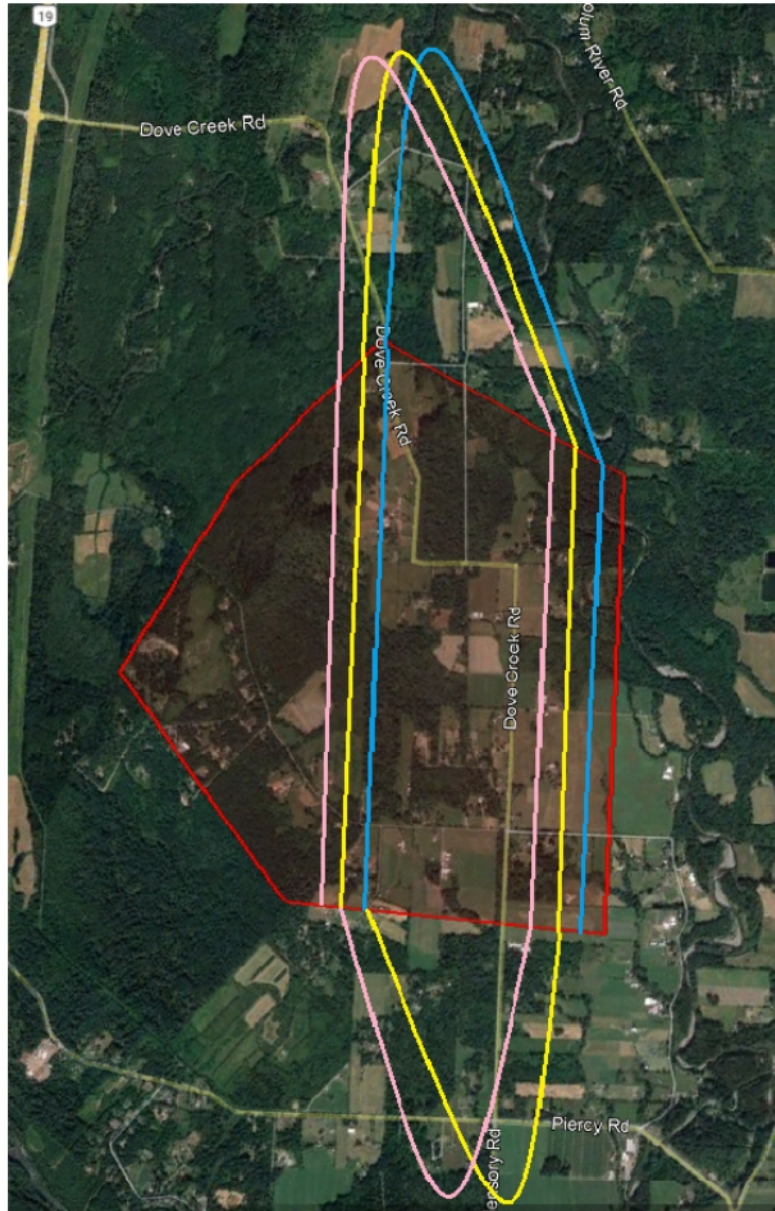
Per Application:

652 ha

6 loads

70 swaths

2608 liters



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Courtenay Town

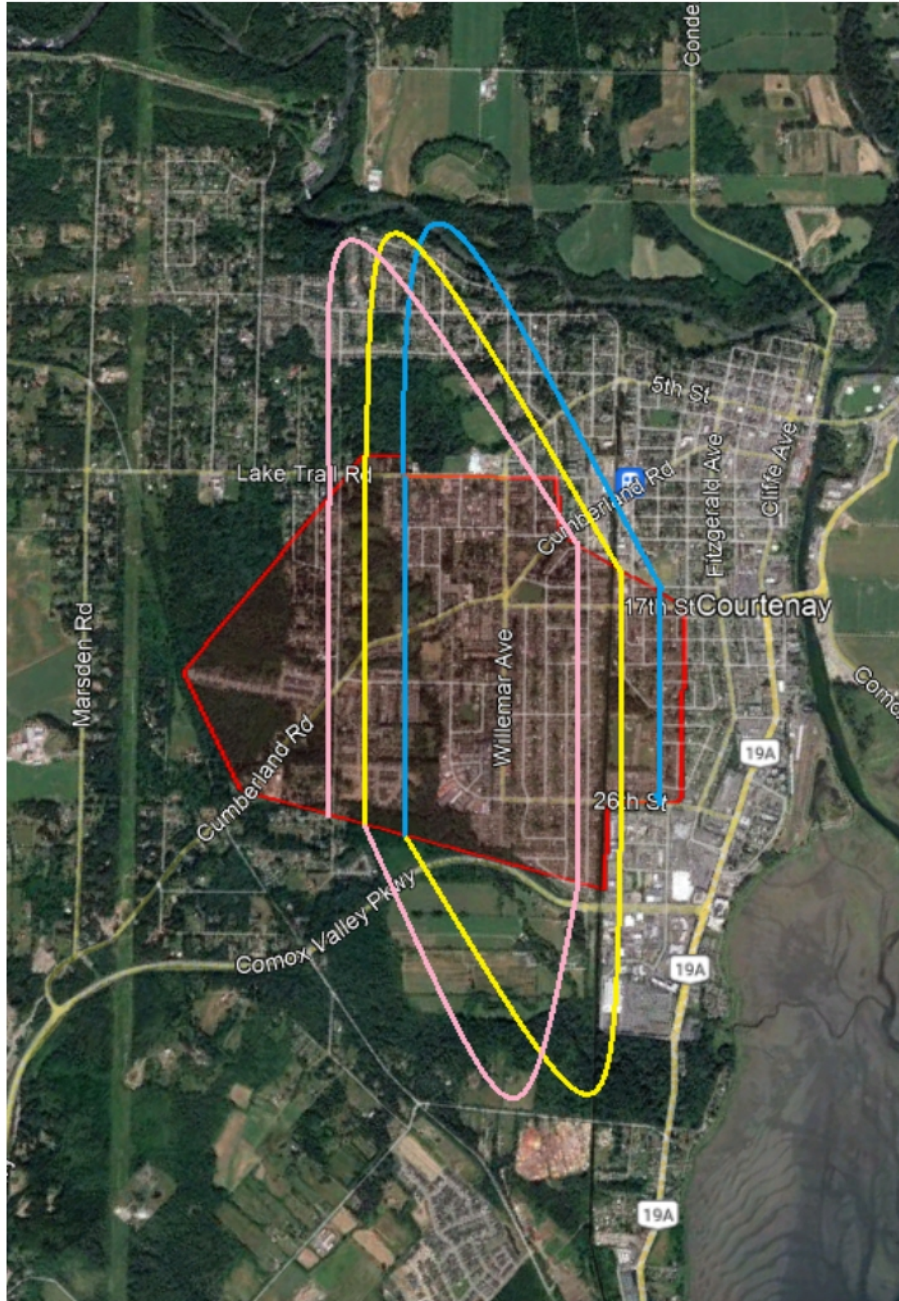
Per Application:

331 ha

3 loads

55 swaths

1324 liters



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Campbell River

Per Application:

303 ha

3 loads

56 swaths

1212 liters



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Appendix B: Proposal Response Form

Belmont

Per Application

341 ha

3 loads

59 swaths

1364 liters



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Appendix B: Proposal Response Form

View Royal and Esquimalt

Per Application:

648 ha

6 loads

52 swaths

2592 liters



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3. Outline how the Proponent meets or will meet the mandatory criteria outlined in Section 7.1 of the Spongy Moth Aerial Applicator RFP. All ten requirements must be addressed.

Mandatory Criteria

1. TA will provide necessary equipment and personnel, to safely circulate, load and apply Foray 48B using TA's twin-engine Piper Aztec PA23-250 aircraft. As per the RFP, a capacity of 250 ha/day during each of the 3 applications will repeat approximately 7-10 days apart. The rate applied will be 4 litres/ha to a total of 3038 ha. This will be accomplished 3 times, with a possible 4th application, between April 15th and June 30th 2022.
2. TA is a WorkSafe BC registered company (account # ^{s. 21} in good standing (see Appendix included with this proposal).
3. TA has successfully completed 7 FLNRO&RD Lymantria dispar projects over the past 7 years. Letters of reference from a previous program is in the Appendix.
4. TA flight personnel, at a minimum, have:
 - (a) A valid Commercial Pilot License.
 - (b) A current Pilot Competency Check.
 - (c) 1500 hours total time.
 - (d) 500 hours Pilot in Command time.
 - (e) 50 hours on type.
 - (f) 2 years' aerial application as Pilot in Command.
 - (g) Upon request, will make all pilot flying history available.
 - (h) All flight personnel hold an Aerial BC Pesticide Applicators Certificate – Forestry.All TA employees have the following certifications, BC Pesticide Applicator Certificate (Forestry), Transportation Dangerous Goods (TDG), Human Factors (HF), Cockpit resource management (CRM) training and company indoctrination training.
5. Maintenance for TA is provided by Provincial Airways AMO # 61-20. David Sproule is a licensed Aircraft Maintenance Engineer (AME) with aircraft certification authority (ACA). Two of the loaders are experienced AME apprentices, and all ground staff have TA elementary maintenance training in accordance with TA's Operations Manual.
6. The loading supervisor and all ground personnel with TA have valid BC Pesticide Applicators Certificate (Forestry).
7. Aircraft Specifications

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The Piper PA 23-250 Aztec aircraft are equipped with the Transport Canada approved Duflo spray system. The system is reliable and provides an excellent spray pattern with a low noise footprint. Previous calibrations have proven TA spray aircraft to produce a 40m swath with a flow of 67 liters/min. Due to its speed, little time will be spent over or within earshot of any particular residence. The profile and appearance of the Piper Aztec is that of a non-descript general aviation aircraft thus drawing little attention in the air or on the ground.

- a) There is a total of 8 AU500 Micronair nozzles, 4 per wing, calibrated to produce a droplet size between 85-120 microns and a deposit density of approximately 20 drops/cm². The nozzles provide a constant rate over an even and consistent swath of 40m.
- b) Aircraft is equipped with the latest AgNav Platinum GPS guidance system. (See brochures in Appendix)
- c) The AgNav system is configured to monitor application rates, total litres applied, litres per load, litres remaining, and area sprayed among other parameters.
- d) The aircraft incorporates a leak-proof positive shut off 'dry-break' system for loading. The spray system provides for in flight circulation of the Btk. The spray system creates negative pressure in the boom during "boom off" to provide a positive shut off to the nozzles in addition to the check valve at each nozzle.
- e) A pressure gauge will be mounted on the boom during calibration.
- f) TA's Aztec is equipped with an AG-FLOW rate controller valve to ensure an even rate of application regardless of aircraft speed.
- g) AgNav Auto booms valve is installed. The valve can be selected for manual or automatic control by the AgNav computer. When set to automatic, spray will only be dispensed within the spray zone, further reducing the pilot work load and increasing safety while reducing margins for error.

8. The aircraft is equipped with all safety and survival equipment as required by federal and provincial regulations.

9. TA's aircraft are equipped with 2 VHF Communication radios (118 to 135.95) capable of simultaneous receiving via the audio panel.

If required, the aircraft may be equipped with 1 FM radio that is capable of Continuous Tone Coded Squelch System (CTCSS) 150 to 174 megahertz and is pre-programmed with all FLNRO&RD colour frequencies.

Both VHF and FM systems are routed through the aircraft Audio Control Panel and intercom with side tone.

In addition to the aircrafts built-in systems above, a hand-held VHF backup radio and a cell phone are onboard.

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10. Support Equipment

- a) TA will provide loading and handling equipment that ensures the pesticide is safely loaded into the aircraft. Use of double clamps at each barb connection and a “dry-break” hose connection system to eliminate spills/leaks.
- b) On site, will be a 500-litre empty holding tank to off-load the aircraft should it become necessary. A water supply or a second 1000 litre tank of fresh water will also be on site.
- c) TA will provide safety gear including:
 - high visibility vests
 - Safety glasses
 - Liquid handling gloves
 - Coveralls
- d) A Spill Kit equipped as listed in the Spill Plan.
- e) TA will also have at each site a 20 Lb. ABC fire extinguisher and a 6-person First Aid kit.
- f) Two-inch loading pump with a capacity of 830 l/min loads the aircraft in less than 1 minute. A backup pump is always on site.
- g) An industry standard meter

All 3 sites will be equipped with the same equipment, listed above, ie. pumps, meters, spill kits, safety equipment, etc.

TA inventories sufficient spares for the aircraft and spray system to ensure rapid repairs to maintain production capacity.

11. TA proposes a base of operations at each of Courteney, Port Alberni and Victoria airports. At Victoria airport TA has already negotiated for the use of a secure hangar. For Port Alberni and Courteney airports, TA intends to place a secure shipping container to contain all Btk and load equipment.

12. All 3 sites will be equipped with the same equipment, ie. pumps, meters, spill kits, safety equipment, etc. This equipment and staff are at the disposal of FLNRO&RD for the duration of the project.

13. TA will obtain a BC Pest Control Service License.

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14. TA will make applications to obtain all necessary approvals from Transport Canada for low level flight required in the treatment area. As well, TA will be seeking acknowledgement from each of the municipal jurisdictions and local law enforcement for TC low flight application. Each day before applications, a notification will be made to the municipality and local police department. TA will abide by Transport Canada established noise abatement procedures.

15. Letter of Reference from BC MoF included in Appendix attachments.

16. Tim Ebata 250 213 8716 and/or 250 361 6680

Appendix

Spill Contingency Plan
Air Operator Certificate (OC) cover page
Certificate of Insurance (to be renewed)
Certificate of Airworthiness
Duflo Supplement Type Certificate
Letter of Reference
WorkSafe BC
AgNav Brochure
Flow Control
Auto Boom

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Spill Contingency Plan

A Spill means a release or discharge of a pesticide except as discharged or allowed by:

- a) Section 3 and 5 of the *Waste Management Act*
- b) A waste management plan approved by the Minister under the *Act*
- c) A permit, approval or order under the *Act*

Any volume of product, exceeding 5 liters, introduced into the environment in any manner other than the intended spray or calibration process shall be considered a spill during this project.

A copy of this Spill Contingency Plan must be posted at each site where the pesticide is stored or handled. All personnel participating in the mixing, loading, discharge or other handling of the pesticide must be familiar with its contents.

STORAGE AND LOADING

All pesticide product mini-bulk containers will be stored and secured in Twin Aviation's hangar at Boundary Bay Airport. Circulation and loading into the aircraft will be conducted by TA staff.

CONTAINMENT

Containment is provided by a double layer of heavy plastic over an 8" high wooden berm. Any spilled pesticide will be contained and can easily be absorbed and removed for disposal. All loading hoses, pumps and meters are used and stored within a containment berm.

The following equipment will be available as a "Spill Kit" on-site for the duration of the program at each base:

- Containment/Absorbent material consisting of 50 Kg kitty litter.
- 50 feet of absorbent berm tubes
- Off load storage tank capacity – 1000 liters
- Personnel safety gear (2 of each)
 - Clean coveralls
 - Waterproof boots
 - Waterproof unlined gloves
 - Eye protection (goggles)
- 2 long handled push brooms
- 2 flat shovels
- Waste container with lid
- Garbage bags
- 1 roll "CATION" flagging tape

In the event of a spill the following actions shall occur in this order:

- Protect yourself from pesticide contamination by donning the appropriate safety gear.

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Appendix B: Proposal Response Form

- Move any person from the spill area. Provide first aid if necessary.
- Stop the source of the spill.
- Ensure all persons working on the spill wear appropriate safety gear.
- Stop the spilled material from spreading, by creating a berm if necessary. Ensure the spilled material does not enter any drainage system.
- If able, collect the spilled material and place into empty containers.
- Absorb all remaining material and place into empty containers.
- Inform the Base Manager – Lymantria Moth Project immediately of the spill.

REPORTING

Immediately advise the appropriate agencies of the spill. Provide the following information:

- Name and contact # of the company involved in the spill.
- Reporting persons' name and contact number.
- The spilled product, including exact name, quantity, and hazard class.
- Equipment and other materials involved.
- Presence and extent of injuries, including name and age of injured person.
- Emergency action taken.
- Potential impact on people and the environment.

PHONE NUMBERS

- | | |
|---|----------------|
| • Provincial Emergency Program | 1 800 663 3456 |
| • Canadian Transport Emergency Center Pacific | 1 604 666 2955 |
| • Poison Control Center | 1 800 567 8911 |
| • Ministry of Environment (BC) | 1 250 751 |
| • CANUTEC | 1 888 226 8832 |
| | (CANUTEC) |

REPORTING:

INITIAL

An initial report will be provided to the Provincial Emergency Program at 1 800 663 3456

UPDATE TO THE MINISTER REPORT

A written report within 30 days to the minister or when there is a change to the initially reported information, whichever comes first.

END-OF-SPILL REPORT

The report will include all of the requirements and any/all actions taken to ensure a similar spill does not occur in the future.

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Air Operator Certificate

AIR OPERATOR CERTIFICATE CERTIFICAT D'EXPLOITATION AÉRIENNE		
	CANADA	 Transport Canada / Transports Canada
AOC No. / CEA n° : 8073	Legal Name / Dénomination sociale : TWIN AVIATION INC.	
Expiry Date / Date d'expiration :	Operator address / Adresse de l'exploitant : 349 ROSEHILL WYND DELTA, BRITISH COLUMBIA V4M 3L8 CANADA	
Valid until suspended, cancelled or revoked Valable jusqu'à suspendu, annulé ou révoqué	Telephone / Téléphone : Fax / Télécopieur : E-mail / Courriel :	s. 22
Operational Points of Contact / Points de contact opérationnels : Contact details, at which operational management can be contacted without undue delay are listed in the Operations Manual Chapter 1, Section 1.3. Les coordonnées permettant de joindre sans délai excessif le service de gestion de l'exploitation figurent dans le chapitre 1, section 1.3 du manuel d'exploitation.		
This document certifies that TWIN AVIATION INC. is authorized to perform the air operations as defined in the attached operations specifications, in accordance with the approved Operations Manual, Canadian Aviation Regulations, Commercial Air Service Standards and any special conditions attached. Le présent document atteste que TWIN AVIATION INC. a reçu l'autorisation d'effectuer les opérations de transport aérien indiquées dans les spécifications d'exploitation ci-jointes, conformément au Manuel d'exploitation, au Règlement de l'aviation canadien, aux Normes de service aérien commercial et si applicable aux conditions spéciales ci-jointes.		
Date of Issue / Date de délivrance : 2016-12-16	Name and Signature / Nom et signature : JOHN WILLIAM MILLIGAN Title / Fonction : Technical Team Lead, Flight Operations / Chef d'équipe technique, Opérations aériennes  On behalf of the Minister of Transport - Au nom du ministre des Transports	
I hereby certify that the attached document is a true copy of the TWIN AVIATION INC. Air Operator Certificate (AOC) and associated operations specifications. Transport Canada Civil Aviation last revised this document in Ottawa, Ontario Canada on December 16, 2016 . Je certifie que le document ci-joint est une copie conforme du certificat d'exploitation aérienne (CEA) de TWIN AVIATION INC. et des spécifications d'exploitation associées. Transports Canada Aviation civile a effectué la dernière révision du présent document, à Ottawa, Ontario Canada le 16 décembre 2016 . Dated at Ottawa, Ontario Canada on December 23, 2016 , on behalf of the Minister of Transport. Fait à Ottawa, Ontario Canada, le 23 décembre 2016 , au nom du ministre des Transports.  On behalf of the Minister of Transport - Au nom du ministre des Transports		

This certificate supersedes and replaces the certificate currently in force, where applicable.
Ce certificat annule et remplace le certificat présentement en vigueur, le cas échéant.

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Certificate of Airworthiness

Transport Canada / Transports Canada

SPECIAL CERTIFICATE OF AIRWORTHINESS / CERTIFICAT DE NAVIGABILITÉ SPÉCIAL

1. Nationality and Registration Marks Marques de nationalité et d'immatriculation C-GXDQ	2. Aircraft Manufacturer and Model Constructeur et modèle de l'aéronef PIPER AIRCRAFT CORPORATION PA23-250	3. Aircraft Serial Number Numéro de série de l'aéronef 27-396
4. Engine Manufacturer - Constructeur du moteur AVCO LYCOMING	5. Engine Model - Modèle de moteur 0-540-A1D5	6. Maximum Permissible Take-off Weight Masse maximale admissible au décollage 4800 Kg lbs.
7. Classification <input type="checkbox"/> provisional / provisoire <input checked="" type="checkbox"/> restricted / restreinte <input type="checkbox"/> amateur-built / construction amateur <input type="checkbox"/> limited / limitée		
8. This Certificate of Airworthiness is issued pursuant to the Aeronautics Act and certifies that, as of the date of issuance, the aircraft to which it was issued has been inspected, found to be in a condition for safe operation. 8. Ce certificat de navigabilité est délivré en vertu de la Loi sur l'aéronautique et certifie qu'à la date de délivrance dudit certificat, l'aéronef visé par ce certificat, a été inspecté, est conforme à son homologation de type et est apte à voler en toute sécurité.		
9. This aircraft has not been shown to comply with the International Civil Aviation Organization airworthiness standards. Therefore, approval of the foreign airworthiness authority is required prior to flight over their territory. 9. Il n'a pas été démontré que cet aéronef est conforme aux normes de navigabilité de l'Organisation de l'Aviation civile internationale. Il faut par conséquent, obtenir la permission de l'Autorité de la navigabilité du pays étranger concerné avant de survoler leur territoire.		
10. Operating limitations dated 92-05-21 are a part of this certificate. 10. Les limites d'utilisation en date du 92-05-21 font partie du présent certificat.		
11. Unless suspended or cancelled in accordance with the Aeronautics Act this certificate shall remain in force as long as the aircraft identified above is maintained and certified in accordance with the Airworthiness Manual. 11. Conformément à la Loi sur l'aéronautique , à moins qu'il n'y ait suspension ou annulation, le présent certificat reste en vigueur tant que l'aéronef ci-haut mentionné est entretenu et certifié conformément au Manuel de navigabilité.		
92-05-21 Date of Issue - Date de délivrance		Seal Scellum
H. BARR For the Minister of Transport - Pour le ministre des Transports		

24-0074 (12-90)

Canada

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Appendix B: Proposal Response Form

Duflo Supplemental Type Certificate STC

DUFLO AEROSPRAY SYSTEMS, INC.
ROUTE 812
NEW BREMEN, NEW YORK 13412

FAA APPROVED AIRPLANE FLIGHT MANUAL SUPPLEMENT NO. 1

to the

PIPER AIRCRAFT CORP. AIRPLANE FLIGHT MANUAL REPORT 1036

Dated September 18, 1959

for the

PIPER MODEL PA-23-250 (S/N 27-1 thru 27-504)

in the

RESTRICTED CATEGORY
with the

DUFLO AEROSPRAY SYSTEMS, INC. MICROMIST 900

C-GXDQ

Installed

27- 396

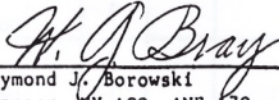
Reg. No. _____

Serial No. _____

This FAA Approved Airplane Flight Manual Supplement must be kept on board the aircraft and available to the pilot at all times when the Duflo Aerospray Systems, Inc. Micromist 900 is installed in accordance with STC No. SA411NE dated 1/9/86.

This Supplement contains the limitations, procedures and performance for the aircraft with the Duflo Micromist 900 installed. For limitations, procedures and performance not contained in this supplement consult the basic Airplane Flight Manual.

FAA Approved


Raymond J. Borowski
Manager, NY-ACO, ANE-170

Date JAN 9 1986

page 1 of 4

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Appendix B: Proposal Response Form

Letter of Reference



File: 1073-30/FH15FHQ292

August 9, 2017

To: Whom It May Concern:

Twin Aviation Inc. has recently successfully completed a 186 ha aerial spray project for gypsy moth eradication in Saanich, BC, this spring. The company performed to expectations and provided the services we required with precision and professionalism.

Twin Aviation has been providing excellent aerial spray services for the B.C. provincial government and the Federal government (Agriculture Canada/ Canadian Food Inspection Agency) since the early 1990's. Through the use of this company's services, B.C. has remained gypsy moth free.

I highly recommend Twin Aviation Inc. for conducting aerial spray projects, particularly those involving treatment over urban areas.

Sincerely,

Tim Ebata, MSc RPF
Forest Health Officer

Ministry of Forests, Lands and
Natural Resource Operations

Resource Practices Branch

Location:
9th Floor, 727 Fisgard Street
Victoria, BC V8W 1R8

Mailing Address:
PO Box 9313 Stn Prov Govt
Victoria BC V8W 9C2
Tel: (250) 387-1946
Fax: (250) 387-1467

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**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 Forest - Babita Bains
PO Box 9049
Stn Prov Govt
VICTORIA, BC V8W 9E2

February 26, 2023

Person/Business : TWIN AVIATION INC
Account number : S. 21

We confirm that the above-mentioned account is currently **active** and **in good standing**.

This firm has had continuous coverage with us since February 01, 2004 and has satisfied assessment remittance requirements to **January 01, 2023**.

The next payment that will affect this firm's clearance status is due on February 28, 2023.

This information is only provided for the purposes of Section 258 of the *Workers Compensation Act*, which indicates that a person using a contractor or subcontractor to perform work may be responsible for unpaid assessments of the contractor or subcontractor.

Employer Service Centre
Assessment Department

Clearance Reference # : C133751138
CLRA1A

Now you can report payroll and pay premiums online.

Visit www.worksafebc.com


Please refer to your account number in your correspondence or when contacting the Assessment Department.
To alter this document constitutes fraud.

- 1 -

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AgNav Platinum Brochure



Copyright

WWW.AGNAV.COM

Copyright

WWW.AGNAV.COM

30 Churchill Dr.
Barrie, Ontario
L4N 8Z5
E: general@agnav.com
P: 1 (800) 99-AGNAV
F: 705 734-0880

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AgNav AG-FLOW Brochure

Copyright

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3. Pricing

3.1. Pricing Rules and Requirements	Points Available
	20
Instructions for Proponents:	
<p>Proponents take note of the following pricing rules and requirements:</p> <ul style="list-style-type: none"> a) Proponent pricing quoted will be taken to mean and deemed to be: <ul style="list-style-type: none"> i) in Canadian dollars; ii) inclusive of all duties and delivery charges or other costs or expenses that may be incurred with respect to the RFP goods and/or services being delivered to the destination(s) specified by the RFP, and until such delivery as specified in the RFP, all risk of loss and title (if any) remains with the Proponent (as Contractor); and iii) exclusive of any applicable taxes. b) In addition, the following rules apply to pricing bid by Proponents: <ul style="list-style-type: none"> i) RFP section 2.8 regarding pricing and its provisions are incorporated herein by this reference. ii) Rates should not be expressed as a range. If hourly rates are called for by the RFP, then if any hourly rate is expressed as a range of hourly rates, then and in that event the Province will take the lowest numerical value in the range for purposes of evaluation and any resulting Contract. iii) Discounts should not be expressed as a range. If a discount on some stated pricing item(s) is called for by the RFP, then if any discount is expressed as a numerical range, then and in that event the Province will take the highest numerical value in the range for purposes of evaluation and any resulting Contract. iv) All pricing bid is required to be unconditional and unqualified. If any pricing bid does not meet this requirement, the Proponent's 	

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Proposal may be rejected resulting in the Proponent being eliminated from the RFP competition.

- v) Failure to provide pricing where required by the RFP will result in the Proponent's Proposal being rejected resulting in the Proponent being eliminated from the RFP competition.
- vi) A fixed fee should not be expressed as a range. If the RFP calls for a fixed fee to bid and the fixed fee is expressed as a range, then and in that event the Province will take the lowest numerical value in the range for purposes of evaluation and any resulting Contract.
- vii) Entering the numerical figure of "\$0", "\$zero", or the like in response to a call for a specific dollar amount will result in the Proponent's Proposal being rejected resulting in the Proponent being eliminated from the RFP competition.

3.2. Pricing Collection

Instructions for Proponents:

Proponents must provide total costs for:

1. Mobilization Fee
2. Application Fee (cost per hectare for each application)

1. Mobilization Fee - s. 17

2. Application Fee - s. 17

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3.3 Pricing Evaluation

Instructions for Proponents:

The lowest price that meets the minimum score for 'Price' (includes Mobilization Fee and Application Fee)" will be used to evaluate price (weight criteria for price = 20 / 100 points) as outlined in Section 7.2 of the RFP.

FOIPPA COLLECTION NOTICE

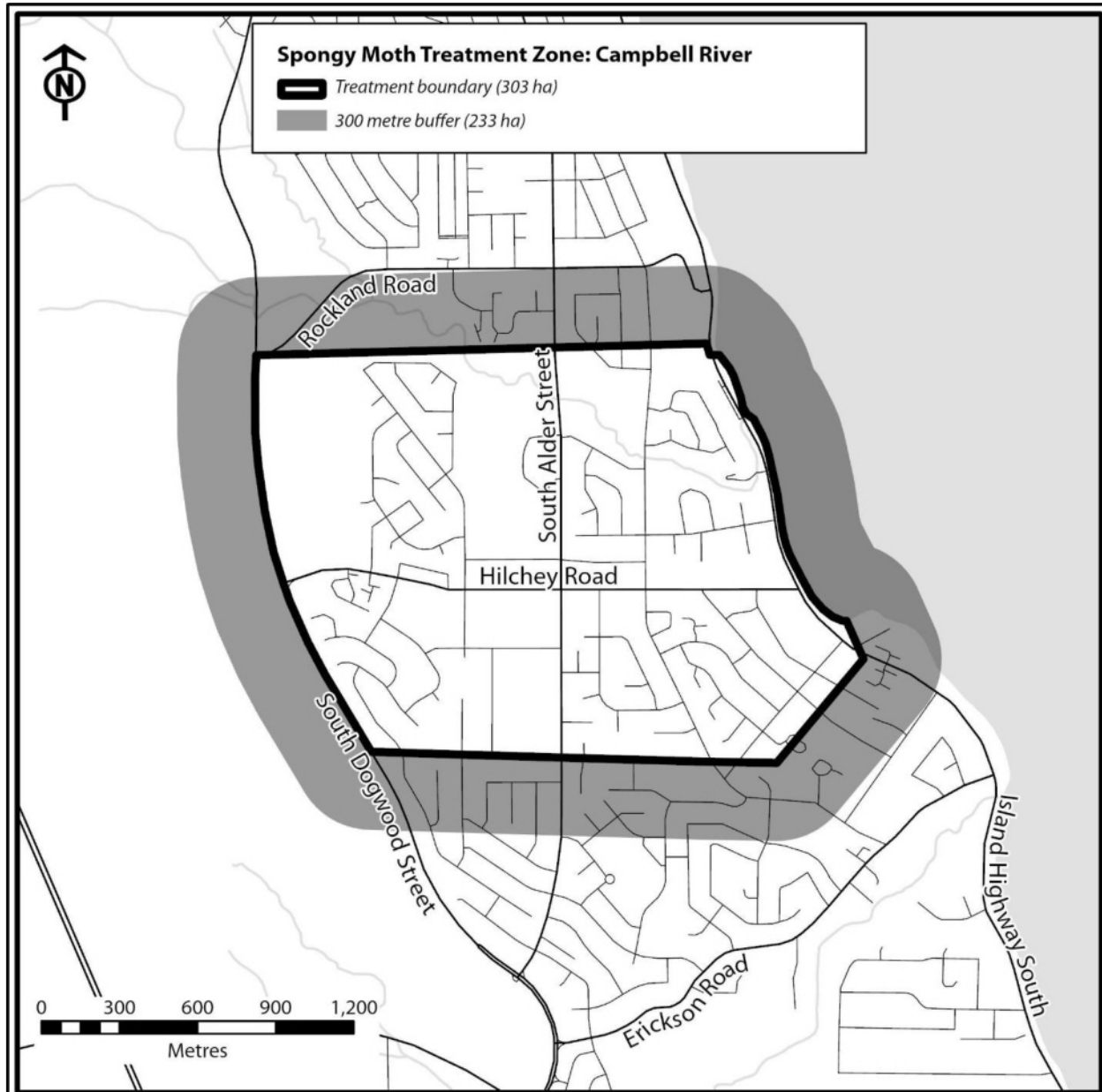
Any personal information (as defined in the British Columbia *Freedom of Information and Protection of Privacy Act* ("FOIPPA")) provided on this Proposal to the Request for Proposals (RFP) is being collected pursuant to section 26(c) of FOIPPA and will be used to assess the Proponent's Proposal. If you have any questions about the collection or use of this personal information, please contact:

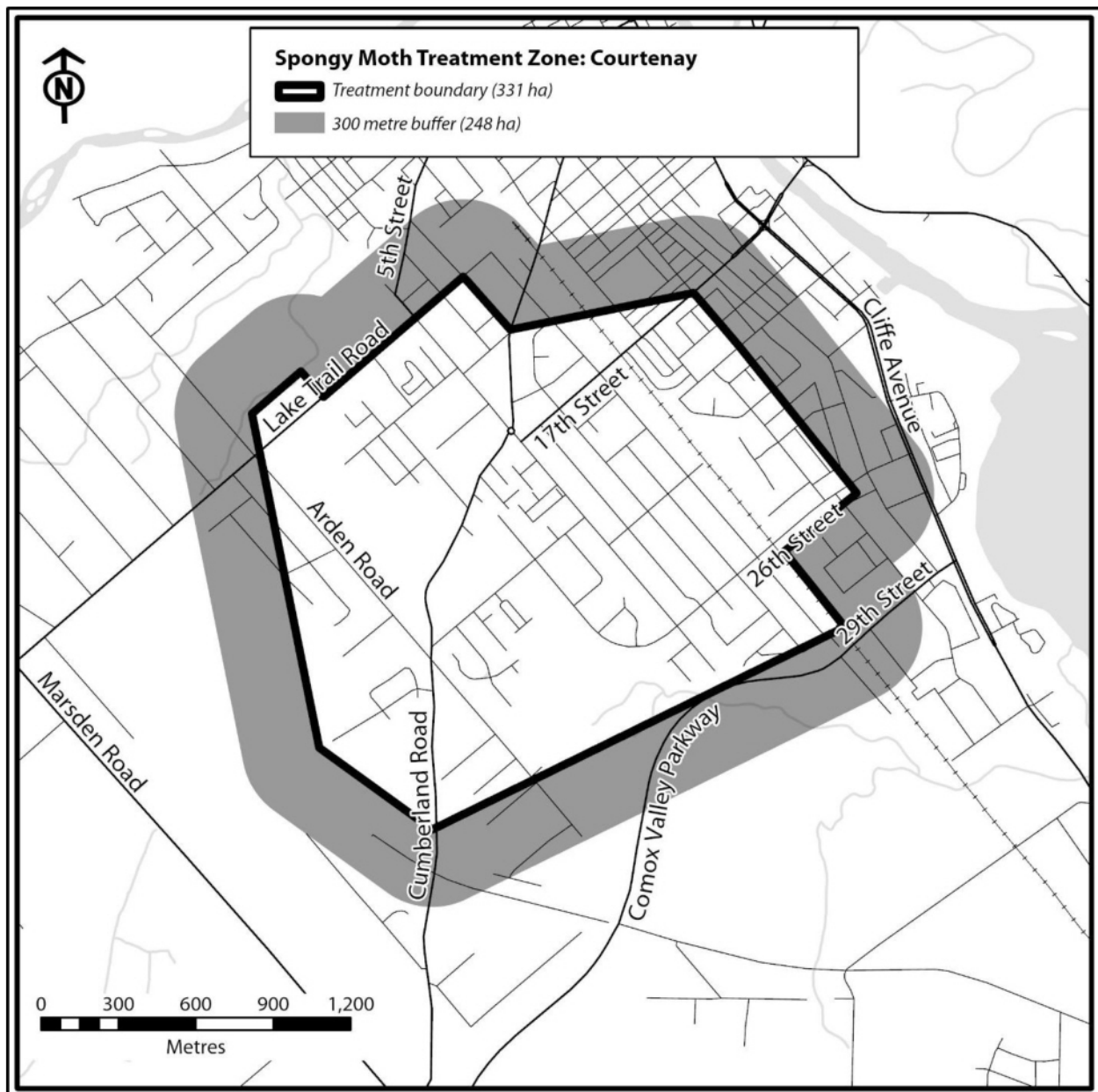
[Provincial Forest Entomologist], [Babita.Bains@gov.bc.ca]

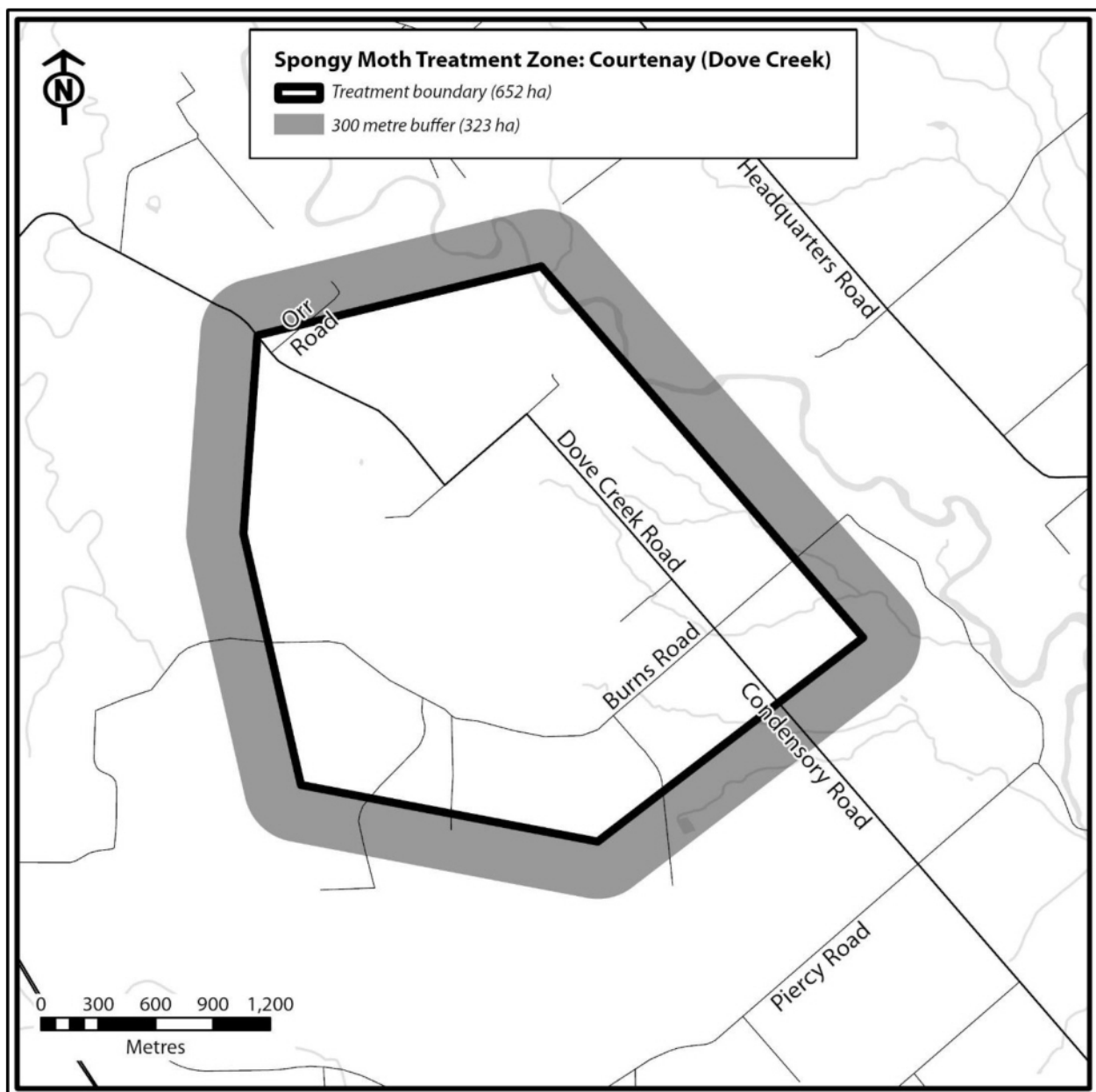
[END OF APPENDIX B]

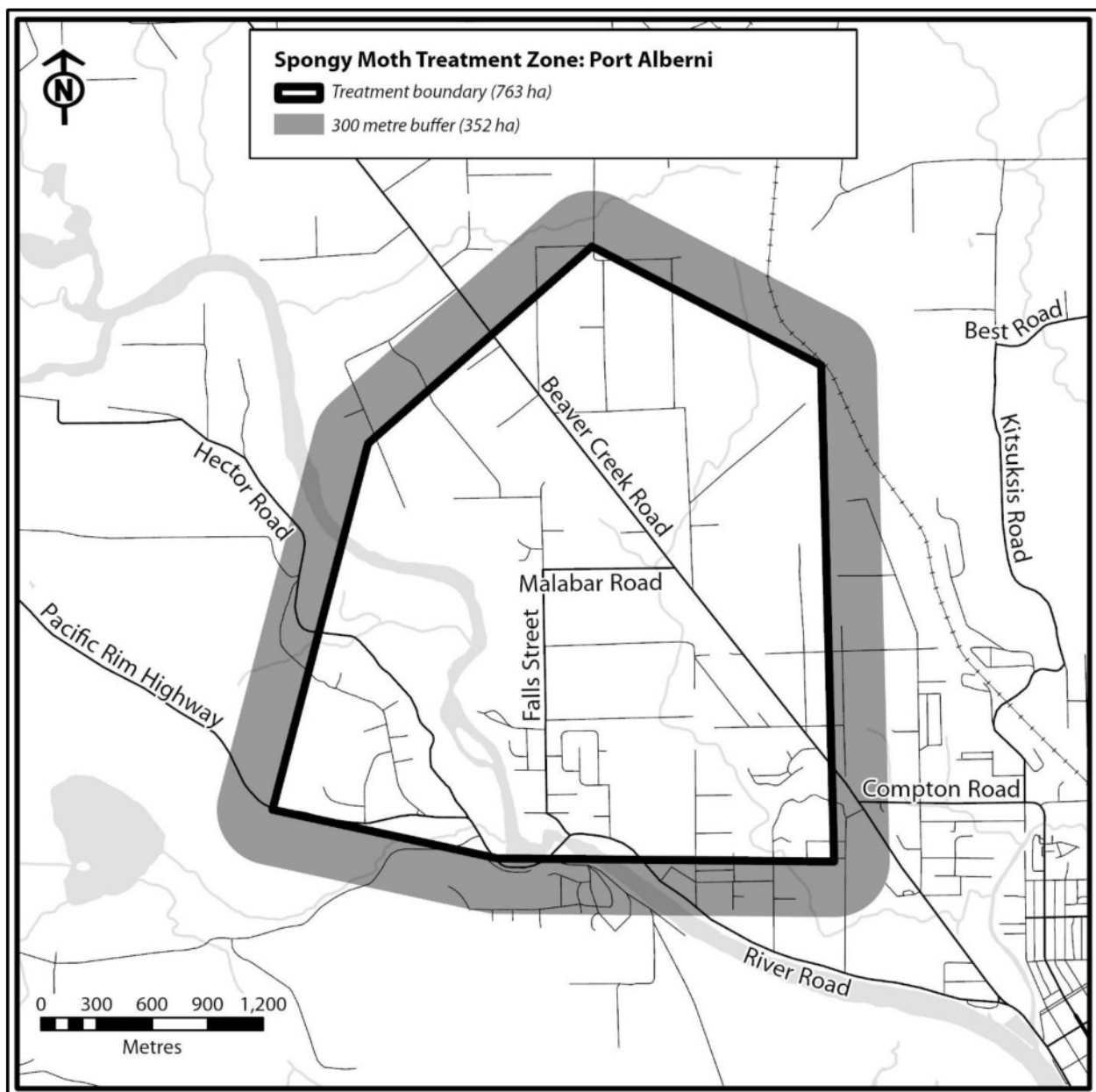
23 September 2022

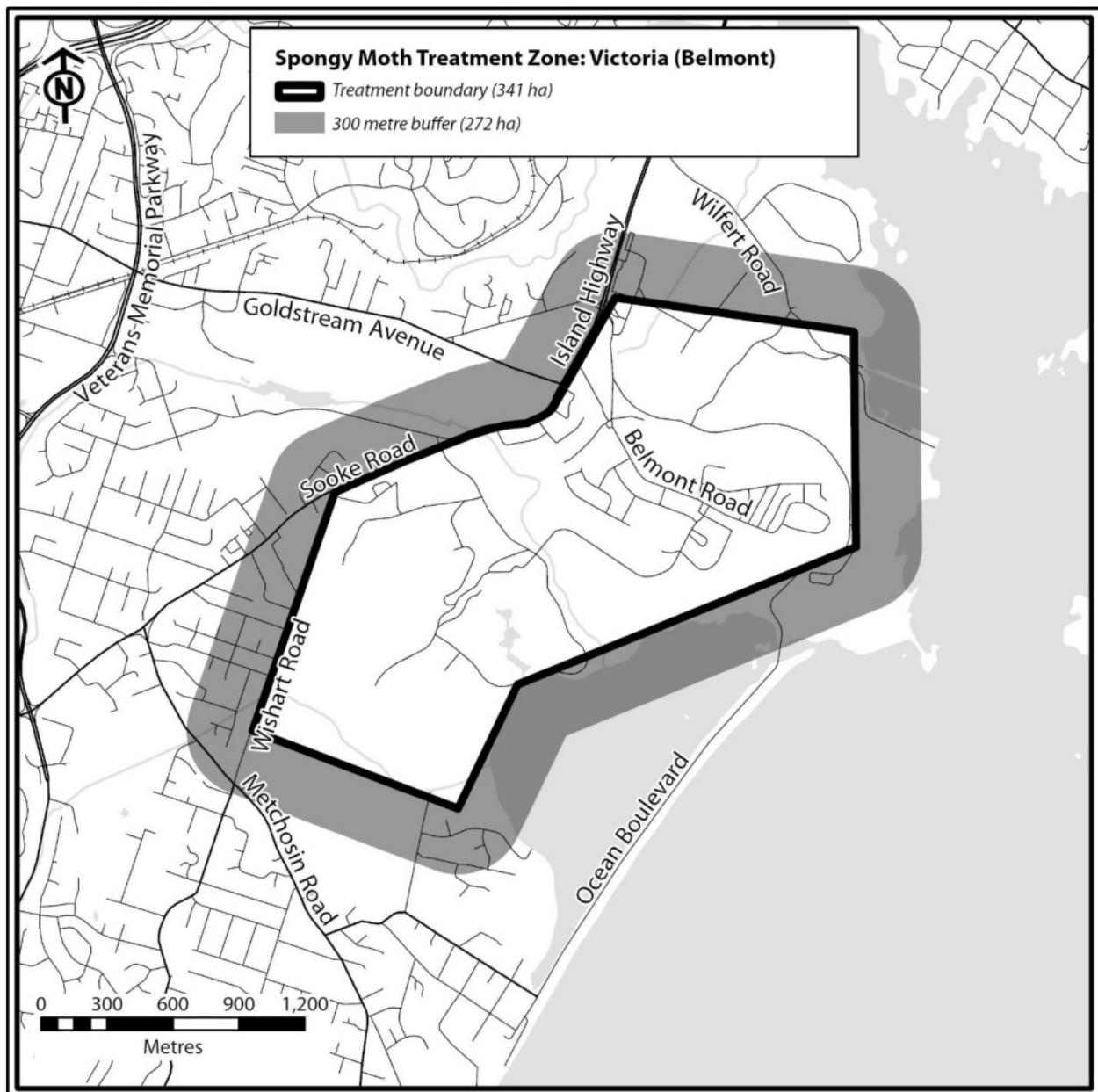
2023 Spongy Moth Aerial Spray Treatment Boundary Maps:

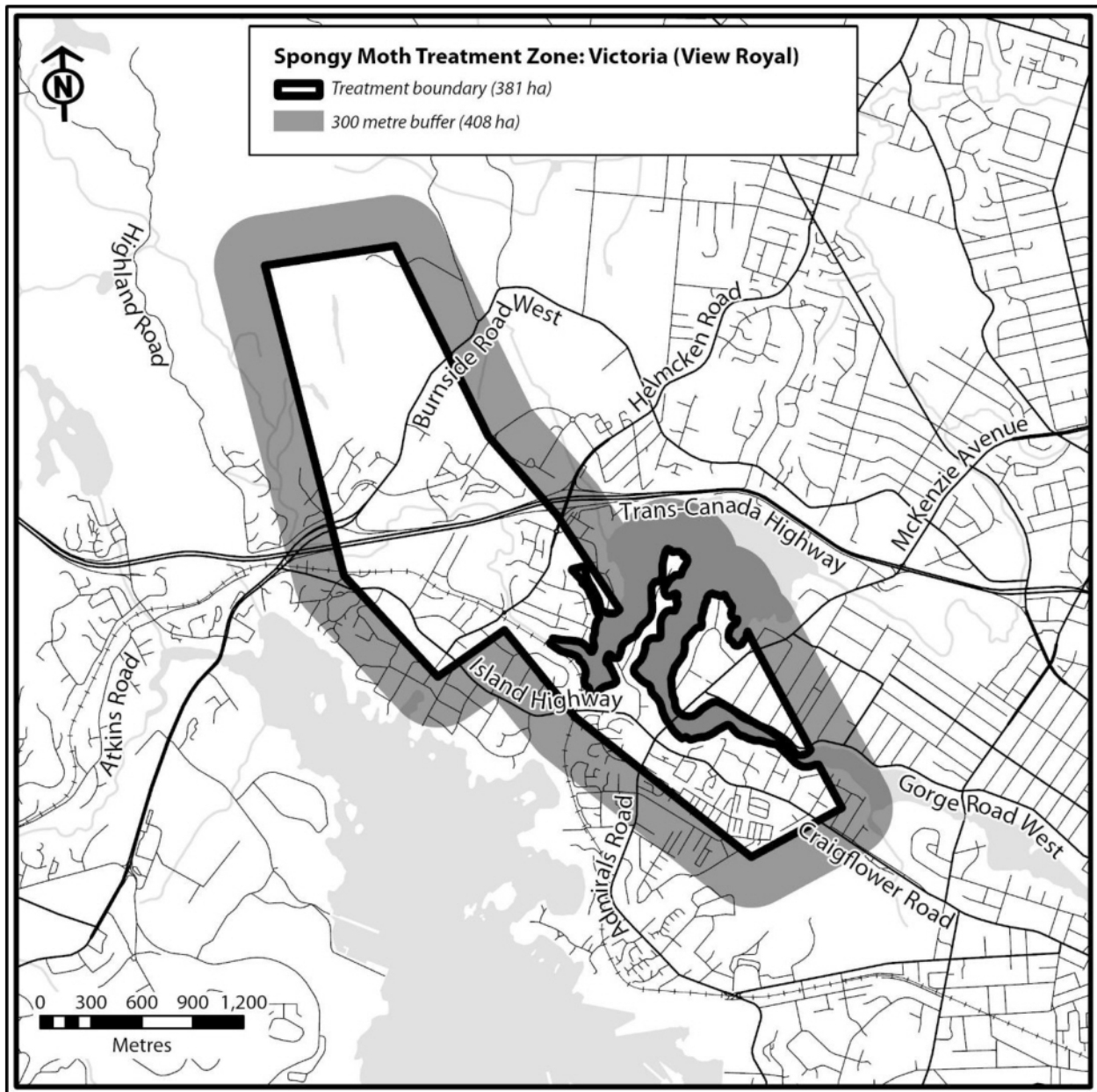


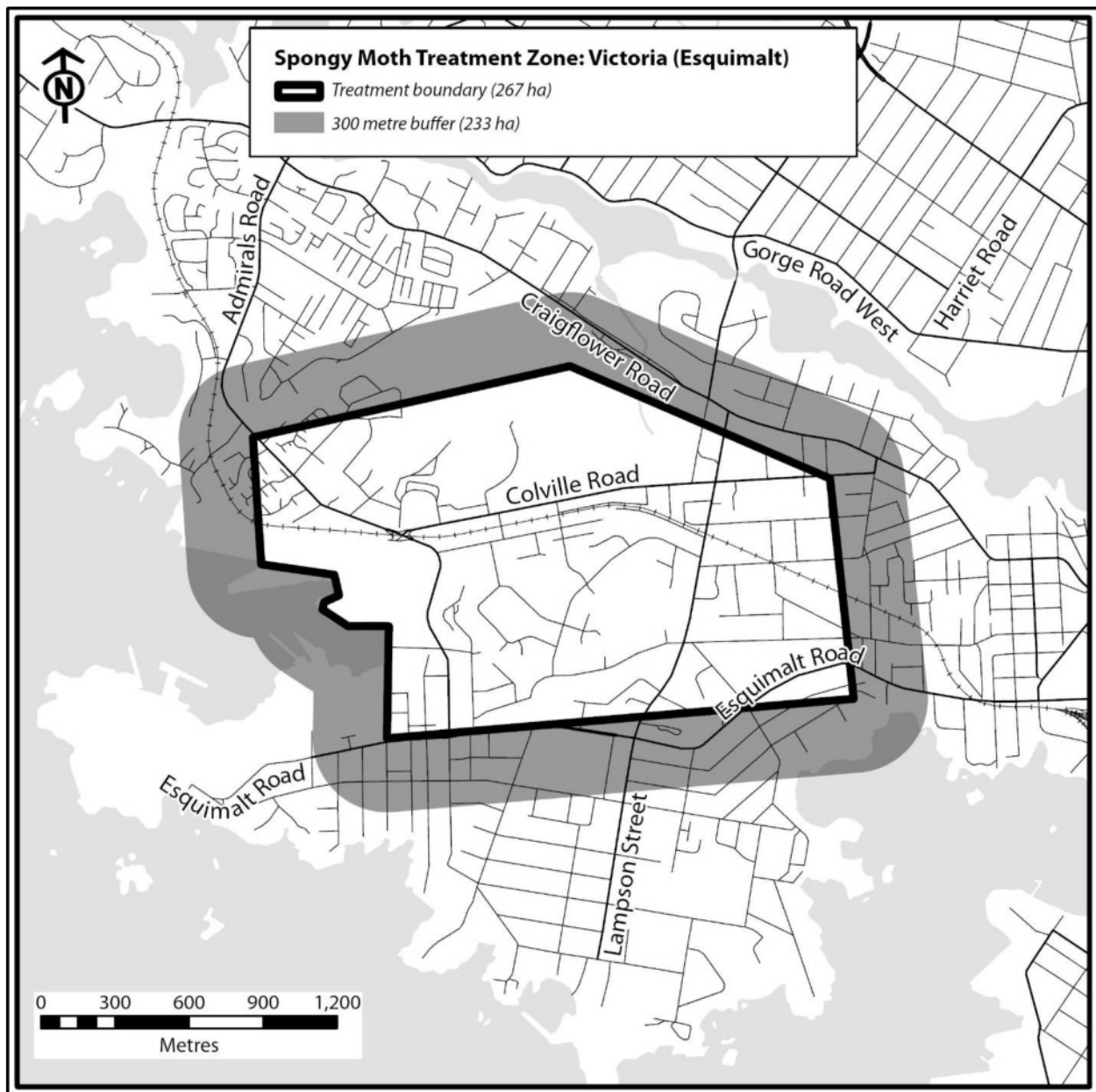














1070-30/OT23FHQ233

March 8, 2023

David Sproule
President, Twin Aviation Inc.
s. 22

Dear Mr. Sproule:

**Re: Notice of Agreement to Negotiated Terms/Contract Execution for the 2023
Spongy Moth Aerial Spray Program**

We are pleased to advise that your proposal dated February 27, 2023, in the amount of: Mobilization Fee of s. 17 and Application Fee of s. 17 (Application Fee total not to exceed: s. 17 for the above-noted contract is hereby accepted, together with any negotiated revisions, by the ministry.

Despite any clauses in the Agreement to the contrary and as required by the RFP, please complete and submit the following within the next seven calendar days:

1. Sign, or seal if required by company articles, and return the executed contract, including where applicable the Prime Contractor Agreement, to this office. Do not alter the contract in any way. The ministry will accept contract documents executed and then scanned and returned electronically to the Ministry Representative; however, this is not acceptable where a corporate seal is used. A copy of the contract will be returned to you following countersigning by the ministry.
2. Our records indicate your WorkSafeBC account number or Personal Optional Protection number is s. 21. If this is incorrect or if the space provided is blank or if your registration has lapsed or been cancelled, please advise the ministry immediately. If you do not have a valid registration number, you must submit to the ministry proof of an application for registration. You must have a valid WorkSafeBC account number or, if applicable, Personal Optional Protection account number before work may commence.

3. A Certificate of Insurance (copy attached) as proof of insurance coverage of the type and amount required by the contract. Note it is the contractor's responsibility to provide their insurance agent/broker with a copy of the insurance schedule.
4. ICBC's Confirmation of Automobile Insurance form (APV47) as proof of automobile insurance coverage in the amount required by the contract.
5. As a condition of Contract finalization, you are required to provide the Ministry with a valid Tax Verification Letter. The letter can be obtained:
 - a) By mail: contacting the Ministry of Finance at +1 (877) 387-3332 and requesting a paper application be mailed to you or;
 - b) Online: through ETaxBC

Please note that failure to undertake all of the preceding requirements to the satisfaction of the ministry within the time allowed may result in one or more of the following:

1. Cancellation of the contract award;
2. Forfeiture of your bid deposit, if any;
3. If the contract is awarded to another proponent, you may be held liable for any increased cost to the ministry;
4. Your eligibility to bid or for contract award on future ministry contracts.

This will also serve to bring to your attention that if you fall within the parameters of the *Lobbyists Registration Act*, then it is your responsibility to make this determination and register as necessary.

Please direct any inquiries and all the above-required documents to the Ministry Representative, Babita Bains at 236-468-2295.

Yours truly,



Babita Bains, MSc, RPF
Provincial Forest Entomologist
Forest Science, Planning and Practices Branch
Ministry of Forests
Tel: (236) 468-2295
Email: Babita.Bains@gov.bc.ca
#200 – 10470 152nd Street, Surrey, B.C., V3R 0Y3



May 4, 2023

To All Government Vendors:

This letter is to introduce and inform all authorized Province of British Columbia travel industry suppliers to employees of **Twin Aviation** as a Cost Recoverable Contractor to the Ministry of Forests.

Twin Aviation is permitted access to provincial government rates for the period of May 1 – July 1, 2023.

The contractor named above, agrees that the services or goods obtained by virtue of this Letter of Authorization are to be used solely for services supplied to the Province of BC. The cost of the service or goods will be reimbursed to the contractor by the government, at the rate(s) supplied.

This Letter of Authorization is “**Not Transferable**” and is not to be used by anyone other than the person named above. Personal or other use of this letter, or services/goods provided through the use of this letter, for other than that stated in the contractor’s agreement, is forbidden. Such use may result in termination of the agreement and future ability to receive authorization to access government contracts or Master Standing Offers (MSO’s)/Standing Offers (SO’s) in the future.

Should you require verification of this letter please contact the undersigned at 236-468-2295.

Yours truly,

Babita Bains, MSc, RPF
Provincial Forest Entomologist
Forest Science, Planning and Practices Branch
Ministry of Forests
Tel: (236) 468-2295
Email: Babita.Bains@gov.bc.ca

GENERAL SERVICE AGREEMENT



<i>For Administrative Purposes Only</i>											
<p>Ministry Contract No.: 1070-20/OT23FHQ233 Requisition No.: _____ Solicitation No.(if applicable): 1070-30/OT23FHQ233 Commodity Code: _____</p> <p>Contractor Information</p> <p>Supplier Name: Twin Aviation Inc. Supplier No.: _____ Telephone No.: 604-644-2174 E-mail Address: s. 22 _____ Website: _____</p>	<p>Financial Information</p> <table><tr><td>Client:</td><td>128</td></tr><tr><td>Responsibility Centre:</td><td>7169D</td></tr><tr><td>Service Line:</td><td>40334</td></tr><tr><td>STOB:</td><td>6001</td></tr><tr><td>Project:</td><td>7132074</td></tr></table> <p>Template version: September 16, 2022 Corporate Contract Template issued by OCG under TB Directive 1/23</p>	Client:	128	Responsibility Centre:	7169D	Service Line:	40334	STOB:	6001	Project:	7132074
Client:	128										
Responsibility Centre:	7169D										
Service Line:	40334										
STOB:	6001										
Project:	7132074										

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SCHEDULE A – SERVICES

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SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the 20TH day of March, 2023.

BETWEEN:

Twin Aviation Inc. (the "Contractor") with the following specified address and fax number:
s. 22

E-mail: s. 22

Phone: s. 22

WCB Clearance: s. 21

Business #: Registered in Saskatchewan

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Forests (the "Province") with the following specified address and fax number:

Forest Science, Planning and Practices Branch

4th Floor – 545 Superior Street, Victoria, BC V8V 1T7

Ministry Representative: Babita Bains

E-mail: Babita.Bains@gov.bc.ca

Phone: 236-468-2295

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and

- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

- 1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

- 2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
 - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).
- The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor 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 Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

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

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

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

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:
- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and

- (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

- 5.2 The Contractor must:
- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
 - (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the Province; and
 - (b) Produced Material, other than any Incorporated Material.
- Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises

to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:

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

Insurance

9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:

- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
- (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,

- (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargo
- if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 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.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, 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 it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 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.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor 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 Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, 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 dispute arising, the parties must then attempt to resolve the dispute through mediation; 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 determined by arbitration under the *Arbitration Act* and:
 - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
 - (ii) there will be a single arbitrator; and
 - (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
 - (a) by fax to the addressee's fax number specified on the first page of this Agreement, 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 on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement 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.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

- 13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

- 13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

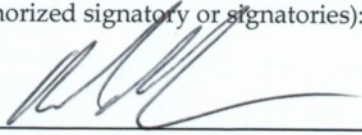

14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) 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;
- (f) 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 Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>21</u> day of <u>MARCH</u>, 20<u>23</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p>  <p>_____ Signature(s)</p> <p><u>David Sproule</u> Print Name(s)</p> <p><u>President, Twin Aviation Inc.</u> Print Title(s)</p>	<p>SIGNED on the 15 day of March, 2023 on behalf of the Province by its duly authorized representative:</p>  <p>_____ Signature</p> <p><u>Shane Berg</u> Print Name</p> <p><u>Chief Forester</u> Print Title</p>
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Schedule A – Services

PART 1. TERM:

Subject to section 2 of this Part 1, the term of this Agreement commences on March 25th, 2023 and ends on March 1st, 2024.

PART 2. SERVICES:

The Contractor will provide all Services in accordance with the Spongy Moth Eradication Program Operations Manual.

The Services to be provided under this Agreement involves up to four (4) aerial applications of Foray 48B to the seven delineated treatment areas on Vancouver Island (total of 3,038 ha): Campbell River (303 ha); City of Courtenay (331 ha); Courtenay – Dove Creek (652 ha); Port Alberni (763 ha); View Royal (381 ha); Esquimalt (267 ha); and Belmont (341 ha).

Aerial application is to take place between April 15, 2023 and June 30, 2023 or as otherwise provided in the annual Pesticide Use Permits issued by the Ministry of Environment.

The spray applications will be approximately seven (7) to ten (10) days apart between April 15, 2023 and June 30, 2023.

At the commencement of the operational period (April 15, 2023) the Contractor will:

- position both aircraft at the designated bases, at the direction of the Province, to commence provision of the Services;
- have two ground crew and a vehicle for support for each aircraft;
- confirm the air and ground crews assigned to each aircraft; and
- secure locked shipping containers and hangars at each base.

The Contractor must be prepared to mobilize each aircraft and complete the required aerial spray treatments with 48 hours notice from the Province.

Outputs:

The Contractor must aerially spray each treatment area up to four (4) times at the direction of the Province.

Inputs:

The Contractor must:

- Make both aircraft and Aerial Support Systems available for inspection by the Province for verification of operational readiness on or about April 10, 2023.
- The Contractor will position the Aircraft at the Designated Base and will commence spray system calibration on or about April 10, 2023. The Province will provide at least seven days' notice to the Contractor of the calibration date.

Prior to commencement of operations, the Contractor will provide the Province with the following:

- proof of insurance requirements using the Ministry provided Certificate of Insurance (Fin 173);
- current and or updated pilot data and backup data required to satisfy the requirements of Article 6 of the Agreement using the BC Wildfire Management Branch Air Carrier Directory Information Sheet;
- proof that the Contractor possesses a valid British Columbia Pest Control Service Licence prior to the commencement of the Services;

- proof of pesticide applicator's certificates for any and all Personnel responsible for loading, mixing or applying the pesticide; and
- proof of all low light flight exemptions that will be required.

Prior to commencing application of the pesticide; the Contractor must:

- conduct a pre-treatment reconnaissance in order to become familiar with the treatment area boundaries, no-treatment zones, buffer zones and sensitive areas; and
- the Pilots in Command must be present on the pre-treatment reconnaissance.

Reporting requirements:

Within 48 hours of the completion of each treatment area, the Contractor must provide the Province with the AgNave GPS files (PDF format is acceptable) that show lines sprayed, the number of loads, total volume sprayed, total area sprayed and the total area sprayed.

Within 30 days of completing the Services, the Contractor must submit a report, signed by the Province, containing:

- the dates during which the spraying services took place and weather conditions on those dates;
- the area by treatment type;
- the target species treated;
- the treatment type applied, including:
 - method of application;
 - the pesticide formulations applied, detailing names and quantities of the pesticide, carrier and additive in each formula; and
 - the volume of pesticide spray applied in litres per hectare and the total pesticide applied expressed in terms of active ingredient of pesticide per hectare;
- a map showing the approximate locations and the estimated area to the nearest one (1) hectare of areas treated; and,
- a completed Pesticide Operation Report (FS 705).
- record and retain product utilization records.

The Contractor shall retain a copy of the pesticide Operation Record Form (FS 705) for a minimum of three years from the date of the operation and shall pursuant to the Pesticide Control Act make it available for inspection upon request of an administrator of the Pesticide Control Act.

Using the data stored by the DGPS system (i.e., Ag-Nav, Satlok, etc.), at the completion of each day of application, supply FLNR with a spatial file (i.e., ESRI shapefile or Google Earth KML) of the area treated that shows each flight line and the area flown with "booms on".

At the end of each application period, the contractor is to supply the Province with the DGPS flight files (or system equivalent) that indicate the area treated and total volume of pesticide applied, a completed copy of pesticide records (number of loads applied, total volume loaded into aircraft, time to apply each load, etc.).

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.
2. The following are Appendices to this Schedule A:

Appendix 1 – Treatment Area Maps

ATTACHED: Campbell River, Courtenay – Dove Creek, City of Courtenay, Port Alberni, Victoria – View Royal, Victoria – Esquimalt and Victoria – Belmont.

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:

(a) David Sproule, President & Pilot

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$417,000.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Mobilization Fee (Flat Rate)

Fees: s. 17 for performing the Services during the Term.

Rate per Unit/Deliverable

Fees: at a rate of s. 17 sprayed by the Contractor as Services during the Term up to 9,882 ha (if a fourth treatment is required in a select area).

3. EXPENSES:

None

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees under this Agreement for Mobilization and Treatment (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing: a period from and including the 15th day of a month to and including the 14th day of the next month (March 15, 2023 and June 15, 2023).

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of:
 - Mobilization Fee
 - Treatment Fee: total hectares treated for which the Contractor claims fees and a description of the applicable fee rates;
- (d) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (e) a description of this Agreement;
- (f) a statement number for identification; and
- (g) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:

- (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must

- (i) include the Province as an additional insured,

- (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and

- (iii) include a cross liability clause.

- (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.

- (c) Aviation Liability

Where any aircraft (including helicopters) operated or used in the performance of this Agreement, the Contractor will obtain and maintain, or will cause to be obtained and maintained and will provide evidence to the Province of a Subcontractor's compliance with this requirement, Aviation Liability Insurance insuring against bodily injury, property damage, and passenger liability, in an amount not less than the limits of liability imposed by any Canadian Aviation Regulation and in any event not less than a per occurrence combined single limit of \$3 million for aircraft up to 5 passenger seats.

Such insurance shall include a cross liability clause.

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".

Where this Agreement is for air transportation services only, the requirement for Commercial General Liability insurance may be waived at the discretion of the Province.

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".

2. All insurance described in section 1 of this Schedule must:

- (a) be primary; and

- (b) not require the sharing of any loss by any insurer of the Province.

3. The Contractor must provide the Province with evidence of all required insurance as follows:

- (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule H – Tax Verification Schedule

1. In this Schedule:
 - a) **"Tax Verification Letter"** means a letter issued by the Province of British Columbia's Ministry of Finance verifying that the Contractor meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and
 - b) **"Valid"** means that the Tax Verification Letter's period of validity, as indicated on the Tax Verification Letter, has not ended.
2. As a condition of entering into this Agreement, the Contractor provided to the Province a Valid Tax Verification Letter.
3. Upon request by the Province, the Contractor must provide the Province with a new Valid Tax Verification Letter. Notwithstanding any other provision of this Agreement, the Contractor acknowledges and agrees that any extension or renewal of this Agreement is conditional upon the Province having, or receiving from the Contractor in response to a request from the Province, a Valid Tax Verification Letter prior to any such extension or renewal.

From: David Sproule^{s. 22}
To: Bains, Babita FOR:EX (Babita.Bains@gov.bc.ca)
Subject: Invoice
Sent: 03/25/2023 16:30:22
Attachments: Invoice 2023-01.pdf

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Hello Babita,
Please find attached the Mobilization Fee invoice.
Best regards,
David

INVOICE

Twin Aviation Inc
s. 22

INVOICE DATE	INVOICE NO.
24 MARCH 2023	2023-01

SOLD TO: Ministry of Forests
Attn: Babita Bains
email: Babita.Bains@gov.bc.ca

QTY	DESCRIPTION	EACH	TOTAL
	Mobilization Fee Contract No.:1070-20/OT23FHQ233		s. 17
		Sub Total	\$ s. 17
		GST	\$ s. 17
		Balance Forward	
		Cash Received	
		Balance Owing	\$ s. 17

Terms: As per contract

From: CSNR FOR HQ Accounts Payable CSNR:EX(CSNRFORHQAccountsPayable@gov.bc.ca)
To: Bains, Babita FOR:EX (Babita.Bains@gov.bc.ca)
Subject: RE: TWIN AVIATION INC. 2023-01
Sent: 03/31/2023 15:24:35

Entered for immediate EFT release.

Tierra Evans (she/her)

AP Operations Clerk - 778-405-2089

Corporate Services for the Natural Resource Ministries

Financial Services Branch - Financial Accounting, Operations & Systems (FinOps)

Helping you with all your Forestry needs and beyond, 07:10-17:00, Tues-Fri.

From: Bains, Babita FOR:EX <Babita.Bains@gov.bc.ca>
Sent: Monday, March 27, 2023 9:28 AM
To: CSNR FOR HQ Accounts Payable CSNR:EX <CSNRFORHQAccountsPayable@gov.bc.ca>
Subject: TWIN AVIATION INC. 2023-01

Attached is Invoice 2023-01 for agreement OT23FHQ233 / Twin Aviation. Mobilization has been complete (services received) and the invoice must be processed before March 31st despite the agreement extending into the next fiscal.

If you have any questions please let me know.

Thank-you,

Babita

Babita Bains, MSc, RPF
Provincial Forest Entomologist
Forest Science, Planning and Practices Branch
Office of the Chief Forester
Ministry of Forests
Office: 236-468-2295

I acknowledge with respect and gratitude the Coast Salish peoples of the QayQayt Nation whose ancestral, unceded and traditional territories that I live and work on.

From: CSNR FOR HQ Accounts Payable CSNR:EX(CSNRFORHQAccountsPayable@gov.bc.ca)
To: OCF Contract Requests FOR:EX (OCFContractRequests@gov.bc.ca)
To: Bains, Babita FOR:EX (Babita.Bains@gov.bc.ca)
Subject: RE: TWIN AVIATION INC. OT23FHQ233
Sent: 03/28/2023 23:46:09

Entered for Derek's approval.

Tierra Evans (she/her)

AP Operations Clerk - 778-405-2089

Corporate Services for the Natural Resource Ministries

Financial Services Branch - Financial Accounting, Operations & Systems (FinOps)

Helping you with all your Forestry needs and beyond, 07:10-17:00, Tues-Fri.

From: OCF Contract Requests FOR:EX <OCFContractRequests@gov.bc.ca>
Sent: Thursday, March 23, 2023 10:01 AM
To: CSNR FOR HQ Accounts Payable CSNR:EX <CSNRFORHQAccountsPayable@gov.bc.ca>
Cc: Bains, Babita FOR:EX <Babita.Bains@gov.bc.ca>
Subject: TWIN AVIATION INC. OT23FHQ233

Hi there,

Please find attached contract OT23FHQ233 for PO setup.

Thanks,

Bridget Brohman
Contract Analyst
Office of the Chief Forester
Ministry of Forests

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From: Bains, Babita FOR:EX(Babita.Bains@gov.bc.ca)
To: OCF Contract Requests FOR:EX (OCFContractRequests@gov.bc.ca)
Subject: RE: TWIN AVIATION INC. OT23FHQ233
Sent: 03/29/2023 20:43:41

Thanks Bridget – I actually submitted the invoice on Monday to get it in the queue as I knew it would be set-up in CAS this week.

I'm going to be sending you another RFP however I know you guys are busy. I just want to get it submitted as I'll be working reduced hours on Monday and Tuesday next week and then on vacation over Easter.

Thanks,

Babita

From: OCF Contract Requests FOR:EX <OCFContractRequests@gov.bc.ca>
Sent: Wednesday, March 29, 2023 1:21 PM
To: Bains, Babita FOR:EX <Babita.Bains@gov.bc.ca>
Subject: RE: TWIN AVIATION INC. OT23FHQ233

Hi Babita, I know you were cc'd on this and you can receive but I just wanted to remind you of March billing needing to be accrued using an estimate. Just a reminder because everything to do with this contract is out of our hands and you definitely don't want the funds coming out of FY24 budget,

Bridget

From: CSNR FOR HQ Accounts Payable CSNR:EX <CSNRFORHQAccountsPayable@gov.bc.ca>
Sent: Wednesday, March 29, 2023 12:50 PM
To: OCF Contract Requests FOR:EX <OCFContractRequests@gov.bc.ca>
Cc: Bains, Babita FOR:EX <Babita.Bains@gov.bc.ca>
Subject: RE: TWIN AVIATION INC. OT23FHQ233

Contract is approved and ready to receive against.

Tierra Evans (she/her)

AP Operations Clerk - 778-405-2089

Corporate Services for the Natural Resource Ministries

Financial Services Branch - Financial Accounting, Operations & Systems (FinOps)

Helping you with all your Forestry needs and beyond, 07:10-17:00, Tues-Fri.

From: OCF Contract Requests FOR:EX <OCFContractRequests@gov.bc.ca>
Sent: Thursday, March 23, 2023 10:01 AM
To: CSNR FOR HQ Accounts Payable CSNR:EX <CSNRFORHQAccountsPayable@gov.bc.ca>
Cc: Bains, Babita FOR:EX <Babita.Bains@gov.bc.ca>
Subject: TWIN AVIATION INC. OT23FHQ233

Hi there,

Please find attached contract OT23FHQ233 for PO setup.

Thanks,

Bridget Brohman
Contract Analyst
Office of the Chief Forester

Ministry of Forests

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