



**BC OIL AND GAS COMMISSION**  
**ROTARY WING AVIATION SERVICE**  
**REQUEST FOR STANDING OFFER No. 57321004**

**Closing Time:** Proposal must be received **before** 2:00 PM Pacific Time on November 27, 2020

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**COMMISSION CONTACT PERSON:** All enquiries related to this Request for Standing Offer (RFSO), including any requests for information and clarification, are to be directed, in writing, to [procurement@bcogc.ca](mailto:procurement@bcogc.ca), prior to November 13, 2020. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all Proponents at the Commission's option.

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**DELIVERY OF RESPONSES:**

**Responses must be submitted electronically.**

To: <https://procurement.bcogc.ca/>

Responses must be received before 2:00 P.M. Pacific Time on November 27, 2020. Responses should be clearly marked with the name of the Respondent, the Request for Standing Offer number, and the project or program title.

**ATTACHMENT LIST:**

**A1 COMMERCIAL AIR CARRIER DATA ROTARY WING SERVICES APPENDIX**  
**APPENDIX B1 CONFIRMATION OF ROTARY WING AIRCRAFT AND EQUIPMENT**  
**APPENDIX E1 PILOT INFORMATION**  
**APPENDIX H CERTIFICATE OF INSURANCE**

# TABLE OF CONTENTS

1.0	SUMMARY OF THE REQUIREMENT.....	3
2.0	REQUEST FOR STANDING OFFER TERMINOLOGY.....	3
3.0	REQUEST FOR STANDING OFFER PROCESS.....	4
4.0	RESPONSE PREPARATION.....	5
5.0	ADDITIONAL REQUEST FOR STANDING OFFER TERMS .....	6
6.0	REQUIREMENTS .....	6
7.0	EVALUATION CRITERIA .....	7
8.0	PROPOSAL FORMAT AND RESPONDENT SUMMARY.....	8

## **APPENDIX A: TERMS OF GENERAL SERVICE AGREEMENT**

## **APPENDIX B: RESPONDENT SUMMARY**

## **1.0 SUMMARY OF THE REQUIREMENT**

The objective of this Request for Standing Offer is to establish a Standing Offer agreement with the successful contractor(s) to provide helicopter services as needed in support of Commission operations primarily in Northeast BC (Dawson Creek, Fort St. John, Fort Nelson). Proponents are invited to submit a proposal to provide these services on an “as needed” basis for a term that will extend to March 31, 2022.

Successful respondent(s) will supply Services on an as, if, and when requested basis. Supplied services may be completed under the direct supervision of the Commission. The Oil and Gas Commission (Commission) reserves the right to issue multiple Standing Offer agreements. Additional Contractors may be added from time to time as needed, as outlined in Section 3.6.

Successful Contractor(s) who establish a Standing Agreement for services with the Commission will be selected for existing and future opportunities at the discretion of the Commission as outlined in Section 3.5.

It is anticipated that the term of the contract will be for the period defined in section 6.2: Term of Standing Offer. Pricing is to be firm for the contract term. Should the Commission choose to take advantage of the renewal option, the Contractor(s) will be contacted prior to the renewal period to discuss any changes to the contract, including pricing. Any renewal pricing submitted will need to be firm for the renewal term.

The decision to use any Standing Offer will rest with the Oil and Gas Commission with respect to specific project needs. A Standing Offer is not a contract. A General Service Agreement is created under a Standing Offer.

The Offeror will be requested “as and when required” to do work on a Job by Job basis.

The Commission has complete discretion to decide whether a Draw-Down is required, and if so, under which Standing Offer the Draw-Down will be made.

The request is for services to be provided to the Oil and Gas Commission on an as, if and when requested basis with no guarantee that any of the services will be used.

## **2.0 REQUEST FOR STANDING OFFER TERMINOLOGY**

Throughout this Request for Standing Offer, terminology is used as follows:

- a) "Contract" means the Contract entered into by the Offeror and the Commission by means of the written General Service Agreement against the Standing Offer, for the provision of the specified Service and for the prices set out in the Standing Offer. The Contract is formed on receipt of the Signed contract;
- b) "Contractor" means the Offeror who is in receipt of a Draw Down Form requesting supply of a portion of the Service from the Standing Offer;
- c) "Draw Down Form" means any form of the Commission that lists the Service set out in the Standing Offer and is sent to the Offeror. The draw down can be initiated with a verbal or email when the Commission requests services.
- d) "Commission" means the Oil and Gas Commission;

- e) "must", "mandatory" or "required" means a requirement that must be met in order for a Standing Offer to receive consideration;
- f) "Offeror" means the offeror who is successful in response to this Request for Standing Offer;
- g) "Respondent" means an individual or a company that submits, or intends to submit, a response to this "Request for Standing Offer";
- h) "should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for Standing Offer; and
- i) "Standing Offer" means an Offeror's offer to provide the Service at pre-arranged prices, is issued by the Offeror to the Commission on the basis of a response to this Request for Standing Offer and in a form acceptable to the Commission.

### **3.0 REQUEST FOR STANDING OFFER PROCESS**

#### **3.1 STANDING OFFER EXPLANATION**

A Request for Standing Offer is issued to solicit responses from suppliers. The responses are evaluated and the supplier(s) with the best responses are issued a Standing Offer to be signed and submitted to the Commission. The Standing Offer is an offer from the potential supplier to sell goods and services to the Commission as, if and when requested. When a supplier signs a Standing Offer, that entity (the "Offeror") is offering to provide certain products or services at specified prices over a specified period of time. If and when the Commission makes a draw-down against that Standing Offer, only then does the Offeror have a Contract for the amount drawn down or ordered.

#### **Contractual Obligation**

There is no contractual obligation on either party until a draw-down is made. The Standing Offer lays out the terms of the offer, including the terms and conditions that will govern any subsequent draw-downs. A Standing Offer is not a contract and an Offeror may withdraw a Standing Offer by notification to the Commission or the Commission may set aside a Standing Offer at any time. However, all contracts received by an Offeror prior to withdrawing are legally binding and must be honoured. No Offeror will acquire any legal or equitable rights or privileges relative to the goods or services until the Draw Down Form is received. The terms and conditions laid out in the contract will apply to the draw-down.

#### **3.2 ACCEPTANCE OF STANDING OFFERS**

- a) This Request for Standing Offer is not an agreement to purchase goods or services. The Commission is not bound to accept the lowest priced or any response of those submitted. Responses will be assessed in light of the evaluation criteria described in Section 7. The Commission will be under no obligation to receive further information, whether written or oral, from any Respondents.
- b) Neither acceptance of a response nor receipt of a Standing Offer will constitute approval of any activity or development contemplated in any Standing Offer that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

#### **3.3 INITIAL SUBMISSION DATE AND LATE RESPONSES**

Responses to this RFSO must be received no later than the Initial Submission Date and Time, and must be received in the manner and location indicated on the face page on this RFSO.

Late responses will not be accepted and will be returned to the Respondent.

### **3.4 EVALUATION AND SELECTION**

The evaluation committee will check responses against the mandatory criteria described in Section 7.1. Responses not meeting all mandatory criteria will be rejected without further consideration.

Responses meeting all mandatory criteria will be assessed against the desirable criteria in Section 7.2 and the highest scoring proponent(s) may be awarded a Standing Offer.

### **3.5 ALLOCATION OF SERVICES**

The allocation of work will be at the sole discretion of the Commission and the Commission may select one or more Contractors to perform work based on the desirable criteria detailed in section 7.2, subject to the contractor's ability to provide the required services within the Commission's desired timeframe and geographic areas, and ongoing satisfactory performance. The Commission may request quotes from Contractors with a Standing Offer Agreement to determine the most suitable Contractor for the requested services. The Contractor shall not have any claim for compensation, expense, damage or loss of profit from the Commission for any failure of the Commission to allocate any portion of the work to a Contractor(s).

### **3.6 ADDITIONAL SUBMISSIONS**

The Commission may accept additional proposals after the Initial Submission Date and Time, however, such additional proposals will only be reviewed against the mandatory and desirable criteria if and when necessary to add additional Contractors to the Standing Offer.

## **4.0 RESPONSE PREPARATION**

### **4.1 CHANGES TO OFFER WORDING**

The Respondent will not change the wording or pricing of its response after closing and no words or comments will be added to the response unless requested by the Commission for purposes of clarification.

### **4.2 WORKING LANGUAGE OF THE COMMISSION**

The working language of the Province of British Columbia is English and all responses to this Request for Standing Offer must be in English.

### **4.3 RESPONDENTS' EXPENSES**

Respondents are solely responsible for their own expenses in preparing a response and for subsequent negotiations with the Commission, if any, and the Commission will not be liable to any Respondents or Offerors for any claims arising from this Request for Standing Offers.

### **4.4 CURRENCY AND TAXES**

Prices quoted are to be:

- a) in Canadian dollars;
- b) inclusive of duty, where applicable;

## **5.0 ADDITIONAL REQUEST FOR STANDING OFFER TERMS**

### **5.1 MODIFICATION OF TERMS**

The Commission might modify the terms of the Request for Standing Offer at any time at its sole discretion, including cancelling this Request for Standing Offer at any time. Communication of the updated terms of will be shared with all Offerors.

### **5.2 OWNERSHIP OF OFFERS AND FREEDOM OF INFORMATION**

All documents, including responses and Standing Offers submitted to the Commission become the property of the Commission. They will be received and held in confidence by the Commission, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

### **5.3 SUB-CONTRACTING**

Using a sub-contractor (who should be clearly identified in the response, where possible) is acceptable. This includes a joint response by two Respondents who do not have a formal corporate link. However, in that case, one of these Respondents must be prepared to take overall responsibility for successful performance of any Contract and this should be clearly defined in the response.

### **5.4 STANDING OFFER TERMS AND CONDITIONS**

Offerors will be requested to sign a Standing Offer with the terms and conditions attached as Appendix A.

## **6.0 REQUIREMENTS**

### **6.1 OGC SITUATION/OVERVIEW**

The BC Oil and Gas Commission (Commission), a Crown corporation, is the provincial single-window regulatory agency with responsibilities for overseeing oil and gas operations in British Columbia. The regulatory responsibility of the Commission extends from the exploration and development phases of oil and gas activities through to construction and operation, and ultimately decommissioning of industry projects.

The Commission primarily operates under the Oil and Gas Activities Act (OGAA). The Commission also exercises certain regulatory responsibilities under other enactments with respect to oil and gas activities in British Columbia. Please visit the OGC website for further information at [www.bcogc.ca](http://www.bcogc.ca).

The Commission utilizes aviation services and seeks to create a list of qualified vendors that may be engaged as projects necessitate. These services are primarily for personnel transport into remote areas in Northeast BC (Dawson Creek, Fort St John, Fort Nelson) where Oil and Gas Operations may occur, but may also include mapping and photography services in other locations (Terrace, Kitimat, Prince George, etc).

### **6.2 TERM OF STANDING OFFER**

This Standing Offer is anticipated to start at date of receipt of the Standing Offer and expire on June 30, 2021.

At the sole discretion of the Oil and Gas Commission, and upon agreement with the contractor, the Commission has an option to extend the Contract for two additional one-year terms.

### 6.3 REQUIREMENTS

#### Rotary Wing Aviation Services

The Commission may require the provision Services, including Aircraft, flight crew and Aviation Equipment, each in accordance with the Mandatory Minimum Requirements set out in Section 7. Specific Services for Rotary Wing Aviation Services will primarily be for personnel transport but may include other services as required.

## 7.0 EVALUATION CRITERIA

### 7.1 MANDATORY CRITERIA

The following are mandatory requirements. Responses not clearly demonstrating that they meet them will receive no further consideration during the evaluation process.

- The proposal must be received at the closing location before the specified closing time.
- The proposal must be in English.
- Responses must be submitted electronically to: <https://procurement.bcogc.ca/>
- The response must include the forms identified in section 8 as mandatory.

### 7.2 DESIRABLE CRITERIA

Proposals meeting all of the mandatory criteria will be further assessed against desirable criteria (below).

<b>Desirable Criteria</b>	<b>Weight</b>
<b><u>Price</u></b> - Please provide pricing specifications (in CAD) as an hourly rate based upon available equipment and include any ancillary charges or discounts that may be available.	20%
<b><u>Experience</u></b> - Pilot Information - Familiarity with region and environment - Length of experience	40%
<b><u>Safety, Reliability, Approach</u></b> - A comprehensive safety plan is in place - Service is reliable - Response Time	40%
<b>Total</b>	<b>100%</b>

Successful Contractor(s) who establish a standing agreement for services with the Commission will be selected for existing and future opportunities based on the desirable criteria, subject to the ability to provide the required services within the Commission's desired timeframe, and ongoing satisfactory performance.

## **8.0 PROPOSAL FORMAT AND RESPONDENT SUMMARY**

Responses are to be submitted in the following format and sequence to ensure that they receive full consideration during evaluations and that the evaluations themselves may be handled in an efficient and consistent manner. The Commission is utilizing documents that were requested in the MFLNRO RFQ for Aviation Services from April 2018. Each Appendix should be completed and submitted as appropriate.

In the case of Appendix E1, separate pdf files should be submitted for each pilot. All pages should be consecutively numbered.

### **Mandatory for Rotary Wing Aviation Services**

Appendix A1 – Commercial Air Carrier Data Rotary Wing Services.

Appendix B1 – Confirmation of Rotary Wing Aircraft and Equipment

Appendix E1 – Pilot Information – Rotary Wing (complete and submit, as a separate pdf file, one for each pilot)

Appendix H - Certificate of Insurance

The format and response is outlined below and should be followed in order to ensure each response receives full consideration. All pages should be consecutively numbered.

In order to receive full consideration during evaluation, proposals should include a detailed response to the following. The proposals should be no longer than 10 pages.

- a) A letter of introduction with an overview of your company background and profile. (Maximum two pages). The introduction should include the following:
  - i. Legal Name of Respondent's firm
  - ii. Respondent's Head Office
  - iii. Contact Name
  - iv. Phone Number
  - v. Number of years firm has been in business
  - vi. Number of personnel employed by the firm
  - vii. References
  
- b) Completed Appendices



# Appendix A TERMS OF GENERAL SERVICE AGREEMENT

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 beginning 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 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 Commission or any other person;
- (f) "Services" means the services described in Schedule A;
- (g) "Subcontractor" means an individual identified in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in 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 Commission

2.6 The Commission 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 executed.

### Confirmation of non-written instructions

2.7 If the Commission provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Commission in writing, which request the Commission 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

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws

## 3 PAYMENT

### Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Commission must pay to the Contractor at the times and on the conditions set forth in Schedule B:

- (a) The fees described in that Schedule, and
- (b) The expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Commission's judgment, are necessarily incurred by the Contractor in providing the Services.
- (c) any applicable taxes payable by the Commission under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Commission 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 Commission a written statement of account in a form satisfactory to the Commission upon completion of the Services or at other times described in Schedule B.

### Withholding of amounts

3.3 Without limiting section 9.1, the Commission may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Commission 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 Commission to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Commission.

### Appropriation

3.4 The Commission'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 Commission during which payment becomes due.

### Currency

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

### Non-resident income tax

3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Commission 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 Commission to pay any money except as may be expressly provided for in this Agreement.

### Refunds of taxes

3.8 The Contractor must apply for and, immediately on receipt, remit to the Commission any available refund, rebate or remission of federal or provincial tax or duty that the Commission has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement.

## 4 REPRESENTATIONS AND WARRANTIES

4.1 As of the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Commission as follows: except to the extent the Contractor has previously disclosed otherwise in writing to the Commission,

- (a) All information, statements, documents and reports furnished or submitted by the Contractor to the Commission 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,
- (b) The Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractor agreements in place and available to enable the Contractor to fully perform the Services, and

# TERMS OF GENERAL SERVICE AGREEMENT

- (c) 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 if the Contractor is not an individual,
- (d) 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
- (e) 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, modification 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 Commission'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 a 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 Commission 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 Commission, refer for promotional purposes to the Commission being a customer of the Contractor or the Commission 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 Commission, 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 Commission.

### Ownership and delivery of Material

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

### Matters respecting intellectual property

- 6.3 The Commission exclusively owns all intellectual property rights, including copyright, in:
  - (a) Received Material that the Contractor receives from the Commission; and
  - (b) Produced Material, other than any Incorporated Material.Upon the Commission's request, the Contractor must deliver to the Commission documents satisfactory to the Commission that irrevocably waive in the Commission'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 Commission 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 Commission:
  - (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and
  - (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

## 7 RECORDS AND REPORTS

### Work reporting

- 7.1 Upon the Commission's request, the Contractor must fully inform the Commission 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 Commission. Unless otherwise stipulated in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement terminates.

## 8 AUDIT

- 8.1 In addition to any other rights of inspection the Commission may have under statute or otherwise, the Commission may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Commission's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Commission of the Commission's rights under this section.

## 9 INDEMNITY AND INSURANCE

### Indemnity

- 9.1 The Contractor must indemnify and save harmless the Commission and the Commission's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Commission or any of the Commission's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of 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, excepting always liability arising out of the independent acts or omissions of the Commission and the Commission's employees and agents.

### Insurance

- 9.2 The Contractor must comply, if attached, with the Insurance 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 Commission, the Contractor must provide the Commission with evidence of the Contractor's compliance with sections 9.3 and 9.4.

# TERMS OF GENERAL SERVICE AGREEMENT

## 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, a strike (including illegal work stoppage or slowdown) or lockout, or 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 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, 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,
  - (iii) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
  - (iv) a receiver or receiver-manager is appointed for any of the Contractor's property, or
  - (v) the Contractor ceases, in the Commission's reasonable opinion, to carry on business as a going concern.

### Commission's options on default

11.2 On the happening of an Event of Default, or at any time thereafter, the Commission 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 Commission to exercise its rights in relation to an Event of Default will constitute a waiver by the Commission of such rights.

### Commission's right to terminate other than for default

11.4 In addition to the Commission's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Commission 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 Commission terminates this Agreement under section 11.4:

- (a) The Commission 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 Commission's satisfaction before termination of this Agreement; and
- (b) The Contractor must, within 30 days of such termination, repay to the Commission any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Commission has notified the Contractor in writing was not completed to the Commission's satisfaction before termination of this Agreement.

### Discharge of liability

11.6 The payment by the Commission of the amount described in section 11.5(a) discharges the Commission 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 Commission 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 under the rules of the British Columbia Mediator Roster Society; and
- (c) If the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

### 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 email to the addressee's email address 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.

# TERMS OF GENERAL SERVICE AGREEMENT

## Change of address or email address

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

## Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights under this Agreement without the Commission's prior written consent.

## Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Commission'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 the 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, 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 Commission; or
  - (b) An agent of the Commission 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 Commission

- 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 Commission.

## Key Personnel

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

## Pertinent information

- 13.13 The Commission must make available to the Contractor all information in the Commission's possession which the Commission 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 Commission'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 Commission 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 Commission 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 Commission 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.

## Governing law

- 13.21 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 Commission 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*.

# APPENDIX A1

# COMMERCIAL AIR CARRIER DATA ROTARY WING SERVICES.

## APPENDIX A1 – COMMERCIAL AIR CARRIER DATA ROTARY WING SERVICES

### A. HEAD OFFICE

Company Name:			
Address:			City:
Province:	Postal Code:	Fax Number:	
Phone Number:		Alternate Number:	
Email Address:		Website URL:	
Authorized Maintenance Facility:			

### B. REGULATORY APPROVALS AND CERTIFICATIONS (CHECK ALL THAT APPLY)

Transport Canada Operating Certificate	<input type="checkbox"/>		
Transport Canada special authorization for transportation of dangerous goods	<input type="checkbox"/>		
Transport Canada special authorization for entering or leaving a helicopter in flight	<input type="checkbox"/>		
Transport Canada special authorization for flight in uncontrolled airspace down to ½ mile	<input type="checkbox"/>		
Certificate of Airworthiness for each aircraft	<input type="checkbox"/>		
Confirmation of Canada Transportation Agency License number	<input type="checkbox"/>		
Date of Current Transport Canada Approved Flight Operations Manual	Date:		
Date of Transport Canada inspection of company	Date:		
Transport Canada Approval for Subpart 702 Operations	<input type="checkbox"/>	Transport Canada Approval for Subpart 703 Operations	<input type="checkbox"/>
Transport Canada Approval for Subpart 704 Operations	<input type="checkbox"/>	Transport Canada Approval for Subpart 705 Operations	<input type="checkbox"/>

### C. KEY PERSONNEL

Company President/General Manager:	Phone:
Chief of Maintenance/Coordinator:	Phone:
Operations Manager:	Phone:
Safety Officer:	Phone:
Chief Pilot:	Phone:
Account Manager:	Phone:

### D. BASE LOCATION(S) AND CONTACT INFORMATION

Base Location:	Manager:
Phone Number:	Email Address:
Base Location:	Manager:
Phone Number:	Email Address:

### E. SPECIFIC SERVICES OFFERED (CHECK ALL THAT APPLY) \*\* NOTE: Must be capable, trained and equipped to conduct any services identified

<input type="checkbox"/> Aerial Application	<input type="checkbox"/> Aerial Hoisting	<input type="checkbox"/> Aerial Ignition - Helitorch	<input type="checkbox"/> Aerial Ignition - AID Machine	<input type="checkbox"/> Aerial Photography	<input type="checkbox"/> Class D External Load
<input type="checkbox"/> Cone/Scion Collection	<input type="checkbox"/> Cargo Transport	<input type="checkbox"/> Detection Patrol	<input type="checkbox"/> Fish & Wildlife Tracking/Telemetry	<input type="checkbox"/> Fish & Wildlife Survey	<input type="checkbox"/> Float Capability
<input type="checkbox"/> GIS Mapping	<input type="checkbox"/> GPS Mapping	<input type="checkbox"/> HLCO R/W Birddog	<input type="checkbox"/> Helicopter Bucketing	<input type="checkbox"/> Helicopter Tanking	<input type="checkbox"/> Infrared Scanning
<input type="checkbox"/> LIDAR Mapping Capable	<input type="checkbox"/> Logging (Log Transport)	<input type="checkbox"/> Medevac	<input type="checkbox"/> NVIS aided Night VFR	<input type="checkbox"/> Personnel Transport	<input type="checkbox"/> Vertical Reference (not covered in other categories)
<input type="checkbox"/> Wildlife Capture					

As at the date of execution of this document, the Respondent represents and warrants to the Province that all information provided to the Province is true and correct in all material respects. Falsification or Misrepresentation will result in removal from the List of Qualified Suppliers.

Signature of Respondent:	
Printed Name:	Date:

**APPENDIX B1****CONFIRMATION OF ROTARY WING AIRCRAFT AND EQUIPMENT.**

Description	Confirmation of Certification or Approvals
1. All aircraft are equipped with narrow banded VHF-FM avionics for all radio frequencies	<input type="checkbox"/>
2. All aircraft are equipped with a handheld, programmable, portable VHF-FM radio	<input type="checkbox"/>
3. All aircraft are equipped with a functioning mode C transponder	<input type="checkbox"/>
4. All aircraft are equipped with a tracking device that meets BCWS AFF specifications	<input type="checkbox"/>
5. All light, intermediate and medium helicopters are equipped with Transport Canada approved shoulder harnesses for all passenger seats	<input type="checkbox"/>
6. All aircraft are equipped with a Global Positioning System (GPS)	<input type="checkbox"/>
7. All aircraft are equipped with refuelling gear	<input type="checkbox"/>
8. All pilots are equipped with and will wear an aviation flight helmet during all flights	<input type="checkbox"/>
9. All pilots conducting flights beyond glide distance from shore and/or sustained operations over water (including bucketing and tanking) will be equipped with and wear an aviation Personal Floatation Device (non-water activated) during such operations	<input type="checkbox"/>

As at the date of execution of this document, the Respondent represents and warrants to the Province that all information provided to the Province is true and correct in all material respects. **Falsification or Misrepresentation will result in removal from the List of Qualified Suppliers.**

<b>SIGNED</b> by an authorized signatory of the Respondent
<i>(Respondent Signatory)</i>
(PRINTED NAME of RESPONDENT)
Dated this ____ day of _____, 20____

# APPENDIX E1

## PILOT INFORMATION – ROTARY WING (COMPLETE AND SUBMIT, AS A SEPARATE PDF FILE, ONE FOR EACH PILOT).

### APPENDIX E1 – ROTARY WING PILOT INFORMATION

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_  
 Mobile Phone Number: \_\_\_\_\_ Helicopter Licence Number: \_\_\_\_\_

**1. HELICOPTER QUALIFICATIONS** (Check all that apply)

Airline Transport Licence  Flight Instructor Rating  Multi Engine Rating   
 Commercial Licence  Instrument Rating  Night Rating

**2. SPECIALTY TRAINING**

TRAINING	AGENCY/COMPANY	COURSE DATE
Mountain Flying (mandatory)		
Crew Resource Management		
Pilot Decision Making		
NVIS Trained (Indicate Basic or Advanced)		
Other:		

**3. EXPERIENCE & HAC COMPETENCIES** (Enter hours where directed and check all Competencies that apply)

CIFFC GENERAL WILDFIRE OPERATIONS KNOWLEDGE – online training modules completed

Low VISIBILITY FIGHT – requirements met

MINIMUM OF 100 HOURS MOUNTAIN FLYING PIC WITHIN THE LAST 3 YEARS

Aircraft Type	Pilot in Command Hours	Total Hours	Mountain Flying PIC Hours	Float Flying PIC Hours	Confined Areas	Mountain Flying	Hover Exit	External Load Long Line	Class D External Load	AID & Drip Torching
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Totals:</b>										

**4. SPECIALTY EXPERIENCE** (Enter PIC hours)

Aerial Application		Aerial Hoisting		Aerial Ignition Heli-torch		Aerial Ignition AIDs		Aerial Photography	
Class D External Load		Cone/Scion Collection		Fish/Wildlife Tracking		Fish/Wildlife Survey		GIS/GPS Mapping	
HLCO/RW Birddog		Helicopter Bucketing		Heli-tanking		Helicopter Logging		Hover Exit	
Infra-Red Scanning		NVIS Aided Night VFR		Rappel		Slings (drills, etc.)		Wildlife Capture	

**5. PAST EMPLOYMENT** (List last two employers)

YEAR(S)	EMPLOYER/COMPANY NAME	PROVINCE	SUPERVISOR'S NAME

As at the date of execution of this document, the Respondent represents and warrants to the Province that all information provided to the Province is true and correct in all material respects. Falsification or Misrepresentation will result in removal from the RFQ list. (Complete all areas below)

Signature of Pilot:	Date:
And	
Signature of Operations Manager or Chief Pilot:	Date:
Printed name of Operations Manager or Chief Pilot:	

# APPENDIX H CERTIFICATE OF INSURANCE.



## CERTIFICATE OF INSURANCE

*Freedom of Information and Protection of Privacy Act*  
 The personal information requested on this form is collected under the authority of and used for the purpose of administering the *Financial Administration Act*. Questions about the collection and use of this information can be directed to the Director, Records & Information Management via [servicedesk@bcogc.ca](mailto:servicedesk@bcogc.ca).  
 Please refer all other questions to the contact named in Part 1.

### Part 1 To be completed by the Commission

		AGREEMENT IDENTIFICATION NO.
COMMISSION'S CONTACT PERSON NAME & TITLE Bradley Weaver, Contract Management Analyst		PHONE NO. 250 419-4433
		EMAIL. <a href="mailto:Procurement@bcogc.ca">Procurement@bcogc.ca</a>
MAILING ADDRESS 2950 Jutland Rd, Victoria, B.C.,	POSTAL CODE V8T 5K2	
CONTRACTOR NAME		
CONTRACTOR ADDRESS		POSTAL CODE

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

INSURED	NAME		
	ADDRESS	POSTAL CODE	
OPERATIONS INSURED	PROVIDE DETAILS		
TYPE OF INSURANCE <i>List each separately</i>	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT

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

AGENT OR BROKER COMMENTS:

AGENT OR BROKERAGE FIRM	ADDRESS	PHONE NO.
NAME OF AUTHORIZED AGENT OR BROKER (PRINT)	SIGNATURE OF AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S)	DATE SIGNED