

MANITOBA SUSTAINABLE DEVELOPMENT HELICOPTER FLYING OFFER 2019

Company Name:			Tel.#:	
Address:			Cell #:	
			Fax #:	
City:		Prov.:	Email:	
Postal Code:				

(hereinafter called the "Carrier")

offers to provide:

HER MAJESTY THE QUEEN, in the right of the Province of Manitoba, represented by the Honourable, the Minister of Sustainable Development

(hereinafter called "Manitoba")

with commercial charter helicopter flying services on an "as and when required contract basis" in accordance with the terms, conditions and rates contained herein. A helicopter hire record will be completed at the time of hire and the term of hire will be agreed upon between Manitoba and the Carrier. **The term of hire commences upon departure from point of hire. The helicopter and crew are for the exclusive use of Manitoba during the entire hire period.**

PLEASE NOTE FOR 2019:

1. Carriers shall ensure that all pilots have received initial and recurrent training for hover exits as outlined in their Company's Air Carrier Operations Manual. The pilot shall review and understand the Canadian Interagency Forest Fire Centre (CIFFC) Hover Exit Guidelines from the new CIFFC website (will be available in the near future) Section 11.3.
2. **Aquatic Invasive Species (AIS)** is prevalent in several water bodies in Manitoba. Operational procedures for decontamination of water buckets and fire equipment for the prevention of spreading AIS to other water bodies has been developed and will be implemented as outlined in Section 12.0. A second water bucket has also been added to each helicopter type in the Preferred Equipment Section of the Offer.

3. Operators must be certified for operation under CARS 702 and 703. All pilots must be **Pilot Proficiency checked under CARS 703.**
4. Carriers are responsible to **file a flight plan for helicopters that are released from contract at the end of the hire.** Manitoba Wildfire Program will not be providing flight following services for released helicopters.
5. Carriers must provide crew that meet the **Air Crew Requirements** as outlined in Section 4.0.
6. Carriers will still have to submit **Confidential Pilot Information Sheets along with their Offer for 2019 as Manitoba continues to utilize pilot qualifications and hours of flying experience in the hire process,** particularly experience in wildfire suppression operations. Pilot Information sheets are required upon hire as outlined in Section 7.0. Form provided on Page 27.

The **WebAir Canada Website** is available to air operators to provide a current list of aircraft available for hire to government resource management agencies in Canada, in particular wildland fire management. Operators are encouraged to enter their company, pilot and aircraft information into WebAir Canada at the following address: <http://www.webaircanada.com>

7. **Shoulder harnesses** for all normally occupied seat locations, **dual channel audio controllers** and **cargo nets** are **mandatory** in Manitoba.
8. **Pilots are responsible to complete Manitoba load sheets** required for all helicopter flying. Load sheets will be used to identify cargo type, weight and dangerous goods as outlined in Section 11.0 and 15.0 and are to be handed in at the end of each day with the Daily Flight Report.
9. **High visibility main rotors, pulsating landing lights and red/white anti-collision strobes** are preferred equipment. In addition, all preferred equipment is listed on Page 22 & 23 of the Offer.
10. The **air crew** and **helicopter named at time of hire and listed** on the Helicopter Hire Record **shall remain** throughout the entire hire period unless approval has been obtained from Wildfire Program Headquarters.
11. The helicopter **and its crew are for exclusive use of Manitoba during the entire hire period. No unauthorized flights or unauthorized passengers are allowed on board at any time during the entire hire period.**
12. **Automated Flight Following (AFF) system is mandatory.** Please provide the name of the **Service Provider and ESN** on the Fleet Schedule provided on Page 25. Position updates to be transmitted on 2 minute intervals. **Data transmission fees are the responsibility of the Carrier and must not be invoiced to Wildfire Program** as outlined in Section 25.2.

13. Minimum **comprehensive liability insurance** requirements for **light, intermediate and medium lift** helicopters must be met as outlined in Section 33.0.
14. A **Dangerous Goods chapter**, approved by Transport Canada must be on **the aircraft at all times** for easy reference by Manitoba staff and inspection by Transport Canada.
15. A **Worker's Compensation** number or Letter of Clearance as verification of coverage should be attached as applicable to this Offer as and if required upon hire.
16. Helicopter Flying Offers are only available at www.gov.mb.ca/sd/fire/aircraft/flyingoffers on the **Sustainable Development - Wildfire Program website** for the 2019 fire season.

1.0 APPLICATION OF THIS OFFER

- 1.1 The terms, rates and charges in this Offer constitute the conditions upon which the Carrier agrees to perform commercial charter flying services shall form the Agreement between Manitoba and the Carrier and are as such a part of every agreement for flying services between Manitoba and the Carrier.

2.0 LICENSING REQUIREMENTS

- 2.1 The Carrier shall be duly licensed and possess a valid Air Carrier licence and associated Operating Certificate and approved to provide a commercial helicopter charter flying service and shall conduct all operations in accordance with the Aeronautics Act and related Canadian Aviation Regulations (CARS). Due to the nature of forest fire flight requirements, all operators must be certified for operation under CARS 702 and CARS 703. All pilot personnel provided under the terms of the Offer must be Pilot Proficiency Checked under CARS 703.
- 2.2 At the request of Manitoba, copies of the current company Operating Certificate and Certificate of Airworthiness for each aircraft will be supplied upon hire.

3.0 FEDERAL ACTS

- 3.1 The terms and conditions of this Offer are subject to, and all flights will be conducted in accordance with the Aeronautics Act and related Canadian Aviation Regulations (CARS) respective thereto and the rules, orders and approval of the National Transportation Agency (NTA) and any other governmental authorities having jurisdiction.

4.0 AIR CREW REQUIREMENTS

- 4.1 The air crew and helicopter named at time of hire and listed on the Helicopter Hire Record shall remain throughout the entire hire period unless approval for substitution has been obtained from Wildfire Program Headquarters.
- 4.2 Due to the nature of flying required in forest fire management, a minimum basic amount of Pilot-in-Command experience and skill requirements are in effect as follows:
- Valid Transport Canada Commercial Pilot Licence endorsed for type to be flown;
 - Valid medical certificate; and
 - Current and Valid Pilot Proficiency Check Ride or Company Check Ride.

In addition, the following experience for each lift type is required as follows:

Light Lift Helicopters

*450 hours total rotary time
100 hours rotary Pilot-in-Command
25 hours on type during last 12 months

Intermediate Lift Helicopters

450 hours total rotary time
250 hours rotary Pilot-in-Command
25 hours on type during last 12 months

Medium Lift Helicopters

1,000 hours total rotary time
750 hours rotary Pilot-in-Command
25 hours on type during last 24 months

* Manitoba, in recognition of the need to develop Pilot-in-Command experience, in consultation with the Carrier, may consider exceptions to the helicopter pilot requirements under extenuating circumstances.

5.0 PILOT REPLACEMENT/DOUBLE CREWING OF HELICOPTER

- 5.1 A pilot must hold a commercial helicopter license and be capable of flying in a forest fire fighting environment. If, in Manitoba's opinion, the pilot does not possess necessary experience for the job required, the Carrier will be requested to provide a more experienced pilot.

- 5.2 Where owing to Transport Canada imposed pilot flying time restrictions a pilot is unable to fly a minimum of eight hours on any given day the Carrier shall, within 24 hours of being requested, provide a fully qualified replacement pilot at no cost.
- 5.3 Double crewing of helicopters is acceptable to Manitoba during periods of intense fire suppression. **All double crewing of aircraft must be pre-approved by Wildfire Program Headquarters** with approved dates noted on helicopter hire record. Manitoba will pay meal and accommodation expenses for the second pilot for each day the helicopter was approved to be double crewed. Any other arrangements would require Wildfire Program Headquarters approval.
- 5.4 The Carrier will obtain approval from Wildfire Program Headquarters when substituting, replacing or as a result of normal rotation of the qualified pilot named on the Hire Record at time of hire.

6.0 EMPLOYEE PERFORMANCE

- 6.1 The Carrier is responsible for the able performance, proper behaviour and proper attitude of all its employees throughout the duration of hire.
- 6.2 Manitoba may request any of the Carrier's employees to immediately vacate any premises or property operated by Manitoba due to performance, behaviour or attitude problems as deemed necessary by the Officer in Charge of said premises or property.
- 6.3 Manitoba will request compensation for any damages to any premises or property operated by Manitoba that may be damaged due to Carrier employee performance or behaviour.
- 6.4 Manitoba reserves the right to request a qualified replacement pilot, engineer or other field personnel involved with the flying services at any time during the hire period.

7.0 PILOT ACCEPTANCE

- 7.1 Prior to hire, the Carrier will be requested to provide a Confidential Pilot Information Sheet, listing license type, flight endorsement, total flying time, time on each type of aircraft and experience relating to specialized projects such as bucketing, long lining, infrared scanning, hover exit, slinging, etc. A Confidential Pilot Information Sheet is attached to the Offer on page 27.

8.0 HELICOPTER ACCEPTANCE

- 8.1 The Carrier agrees to make its aircraft, related equipment and facilities, and required crew documentation available for inspection and acceptance by designates of Manitoba and/or Transport Canada authorities prior to, and at any time during, the period of hire under the terms of this Offer.

9.0 HELICOPTER PERFORMANCE AND MECHANICAL CONDITION

- 9.1 The commercial charter helicopter flying services must be performed in accordance with the approved flight manual using normal piloting techniques. This includes, but is not limited to; cruise speed, cargo lift, and range of flight.
- 9.2 The Carrier shall supply the helicopter in optimum mechanical condition without any maintenance discrepancies, duly certified and provide all necessary spare parts and labour required for maintenance of the helicopter throughout the term of hire.

10.0 SUBSTITUTION OF HELICOPTER

- 10.1 When, owing to causes beyond the control of the Carrier, the chartered aircraft is unavailable at the time the charter commences or becomes unavailable while carrying out the charter, the Carrier may furnish another aircraft of the same type or, with the consent of Manitoba, substitute any other type of aircraft at the rates and charges applicable to the aircraft originally chartered except as provided in subsections 10.2 and 10.3 outlined below.
- 10.2 When a substituted aircraft is capable of a larger payload than the aircraft originally chartered, the payload carried in the substituted aircraft shall not be greater than the payload that would have been available in the aircraft originally chartered, unless Manitoba agrees to pay the rates and charges applicable to the substituted aircraft.
- 10.3 When the maximum payload of a substituted aircraft is smaller than the maximum payload of the aircraft originally chartered, charges shall be based on the rates and charges applicable to the type of substituted aircraft, except that where such rates and charges are higher than those for the aircraft originally chartered, the rates and charges for the original aircraft chartered shall apply.
- 10.4 The helicopter named and listed on the Helicopter Hire Record shall not be substituted without approval obtained from Wildfire Program Headquarters.

11.0 OPERATIONS

- 11.1 The Carrier shall have exclusive operational control over its chartered helicopter, its contents and crew. The Carrier shall ensure that each flight is conducted in a safe and efficient manner and in accordance with all applicable Acts and Regulations, including, but not limited to, the Aeronautics Act, related Canadian Aviation Regulations and any other governmental authorities having jurisdiction.

- 11.2 Every person who is provided with transportation on a chartered helicopter shall comply with all the terms and conditions of the Carrier, and all persons and property aboard a chartered helicopter shall be subject to the authority of the pilot in charge.
- 11.3 The Carrier shall ensure that pilots have received initial and recurrent training for hover exits as outlined in the company Air Carrier Operations manual. All pilots have reviewed and understand the CIFFC Hover Exit Guidelines available at the Canadian Interagency Forest Fire Centre (CIFFC) website prior to participating in training sessions with Manitoba staff. CIFFC is currently developing a new website that will be launched in the near future. The Hover Exit Guideline is currently available at the following link:
http://www.ciffc.ca/images/stories/Members/Working%20Groups/AWG/General/Hover_Exit_Guideline_2.0_March_2018_Final.pdf but will soon be available on the public side of the new website at: www.ciffc.ca under Standards>Aircraft>Aviation Standards.
- 11.4 The Carrier shall insure that the pilot provide all passengers with a pre-flight safety briefing in accordance with CARS 602.89 prior to the first flight.

In addition, to the pre-flight safety briefing, the pilot must confirm that all passengers:

- a) are trained and briefed in the proper use of any specialty equipment used or operated by Manitoba personnel during such flights;
- b) are trained and briefed in the safe conduct of any procedures including, but not limited to: open door work and hover exit;
- c) have a clear understanding of any limitation or restricting factor that will affect standard aircraft operation or performance including, but not limited to: payload and passenger weights, loading and unloading of the helicopter, external loads, etc.;
- d) be reminded that in addition to the use of safety belts, it is a mandatory policy and regulatory requirement to wear shoulder harnesses when the aircraft is in motion and that he/she has the authority to suspend the flight until all passengers have their shoulder harnesses fastened.

11.5 The Carrier may:

- a) cancel or terminate a charter or any flight of a charter at any time,
- b) return to base or to the last point of landing, or
- c) divert or land at an intermediate point,

when such action is deemed by the Carrier to be necessary owing to the un-serviceability of the helicopter, weather conditions or other conditions beyond the control of the Carrier.

11.6 Carriers performing aerial ignition (helitorch) operations must meet the following requirements:

- a) the aircraft must be properly certified for helitorch operations;
- b) an approved Flight Manual Supplement must be in place; and
- c) the pilot must complete pre-operation instruction.

11.7 Aerial ignition (helitorch) operations shall be conducted in compliance with:

- a) the approved Flight Manual Supplement;
- b) Canadian Aviation Regulations (CARs); and
- c) the Helitorch Manual for Installation and Operation.

11.8 **Manitoba Load Sheets are required for all helicopter flying.** Load sheets will be used to identify cargo type, weight and dangerous goods. **The pilot is responsible for ensuring completion of the load sheet. Load sheets will be handed in at the end of each day with the Daily Flight Report.**

12.0 AQUATIC INVASIVE SPECIES PROTOCOL

12.1 The pilot and crew is required to adhere with Manitoba's established Aquatic Invasive Species (AIS) decontamination protocol that has been developed for sanitizing helicopter buckets and other fire equipment within an AIS Control Zone. This procedure is required to avoid the spread of AIS between water bodies;

12.2 Carriers are encouraged to consider equipping helicopters with a second bucket in the event the helicopter is deployed to or from the affected Control Zone and bucket decontamination is not possible before departure.

13.0 LIABILITY FOR DELAY

13.1 The Carrier shall not be liable for delay either before the flight is commenced or at any time during the charter owing to weather conditions, or other conditions beyond the control of the Carrier.

14.0 CANCELLATIONS, NON-COMPLETIONS OR DEVIATIONS

14.1 When a charter is cancelled by the Carrier after commencement of flight, charges shall be charged for the completed portion only.

14.2 No charges shall be charged to Manitoba:

- a) where flights are not completed due to mechanical failure or crew casualties and the Carrier fails to arrange for a satisfactory alternative helicopter; or
- b) in respect of any flying in an unsuccessful attempt to complete a flight required under the charter, unless Manitoba, or its designate agreed to such flying.

15.0 DANGEROUS GOODS

15.1 The Carrier shall comply with the applicable governmental regulations governing the carriage of Dangerous articles and have received the required authority to do so.

15.2 A Dangerous Goods chapter, approved by Transport Canada must be on the aircraft at all times for easy reference by Manitoba staff and inspection by Transport Canada.

15.3 The Manitoba load sheet is required for transportation of dangerous goods as described in 11.7 above.

16.0 CARRIAGE OF PASSENGERS

16.1 **Only those passengers acting in an official capacity of the Province of Manitoba shall be carried as passengers on any flight while helicopter is under contract with Manitoba.** Any person not acting in an official capacity of the Province shall obtain the approval of a duly authorized employee of the Province prior to being carried as a passenger on any flight.

16.2 **The helicopter and its crew are for exclusive use of Manitoba during the entire hire period. No unauthorized flights or unauthorized passengers are allowed on board at any time during the entire hire period.**

17.0 REFUSAL OF CARRIAGE

17.1 The Carrier shall refuse to carry any persons or articles that it has reasonable grounds for believing will endanger the safety of the aircraft, crew or any property.

18.0 DETERMINATION/RECORDING OF BILLABLE FLIGHT TIME

18.1 Except as provided in subsection 18.2, the hours and minutes for which a billable charge is made shall be computed from the time the helicopter commences hovering or taxiing before take off until it ceases to hover or taxi after landing.

18.2 When operations involve a continuous succession of flights, each of less than 10 minutes duration, and the engine is not shut down between such flights, flying time shall be computed from the time the Helicopter commences to hover or to taxi for the first flight until the helicopter ceases to hover or taxi after the final landing.

18.3 In determining the duration of a flight in accordance with subsections 18.1 and 18.2:

- a) time shall be converted to a decimal time as per the decimal time conversion table provided;
- b) flight duration shall be calculated by subtracting the converted up time from the down time;
and
- c) no flight shall be considered to have duration of less than 0.1 hours.

19.0 MINIMUM CHARGES AND FLIGHT TIME AVERAGING

19.1 Minimum charge per flight shall be based on the flying time rounded to the nearest 0.1 hours as determined in accordance with Section 18.0, "Determination/Recording of Billable Flight Time" above.

19.2 Minimum charges per day shall be the aggregate of the minimum charges per flight on that day or, where the helicopter was required by Manitoba to be exclusively available for Manitoba's use for a minimum of eight hours on any one day then the minimum per day charge calculated in accordance with provisions contained in the attached Table 1, Page 21 may be charged, whichever is greater.

19.3 Averaging shall be applied to minimum charges for charters of three consecutive days or more, including extensions of these charters by at least two consecutive days, and shall be:

- a) a total of all flying during the term of the charter; **or** a total of daily minimum charges calculated in accordance with provisions contained in Table 1, Page 21, whichever is greater.

19.4 For a complete explanation of flight time averaging, please refer to Page 24 of this Offer.

20.0 QUALIFIED ENGINEER & SERVICE/CHASE VEHICLE REQUIREMENTS (Medium Helicopters)

20.1 The Carrier shall provide duly certified and licensed engineers to service and maintain the medium helicopter on a daily basis during the period of hire.

20.2 The Carrier shall provide a service/chase vehicle capable of carrying all spares and personnel required to perform effective daily maintenance on medium helicopter charters. The service/chase vehicle will change base locations with the helicopter as required.

20.3 The Carrier will be reimbursed rental or mileage for the service/chase vehicle from base to base locations within Manitoba at the rate specified in the current year Memorandum of Agreement between the Government of Manitoba and the MGEU and shall be supported by receipt.

21.0 POSITIONING AND DEPOSITIONING OF HELICOPTER

21.1 Positioning will be paid from the point of hire to the assigned location in Manitoba. De-positioning will be paid back to the point of hire from the release location in Manitoba, regardless where the helicopter is going upon being released by Manitoba. Positioning and de-positioning charges will be applied unless otherwise agreed between the Carrier and Manitoba at the time of hire.

21.2 **Carriers will be responsible to file flight plans upon release of the helicopter from the contract.** Manitoba Conservation will not be providing flight following services to released helicopters.

22.0 HELICOPTER SERVICEABILITY

22.1 The helicopter is required to be serviceable **a minimum of eight daylight hours** each and every day of the hire period. The Carrier will deduct any days for which the helicopter is unserviceable, or if agreed by Manitoba, will make up the unserviceable days during the hire period.

23.0 TRANSPORTATION OF CARRIER'S PERSONNEL, EQUIPMENT AND SPARE PARTS

23.1 The Carrier shall provide or pay for the transportation, if any, of the Carrier's personnel, equipment and spare parts to and from home base to the operating site as required for the purposes of the charter.

24.0 CHARGES FOR FUEL AND OIL

24.1 Manitoba will provide all fuel used by the helicopter during the term of hire. The Carrier shall be reimbursed for oil used by the helicopter on an hourly basis. The oil charges must appear separately on the Carrier invoice.

24.2 Where the Carrier provides fuel at the request of Manitoba, the costs thereof shall be payable by Manitoba. Receipts are required for reimbursement to the Carrier.

25.0 OTHER FEES

- 25.1 Charges for other related operating expenses such as landing fees, Carrier provided fuel, etc., which cannot be readily supported by a receipt, shall be noted on the relative daily flight report and charged separately on the company invoice.
- 25.2 Automated Flight Following (AFF) position updates are to be transmitted on a two minute interval. **Carriers are responsible for all data transmission fees** and any associated costs should be reflected in hourly rate. Manitoba will not pay for nor should any of these costs appear on flight invoices. **Aircraft or flights dedicated to fire fighting and related operational training are exempt from NAV Canada service charges and should not be billed to Carriers by NAV Canada nor invoiced to Manitoba Wildfire Program.**

26.0 CREWS EXPENSES

- 26.1 Manitoba shall be responsible for reasonable board, lodging and transportation between aircraft and living quarters at the operating site. Where board and lodging are not supplied, the Carrier shall claim by invoice and will be reimbursed for meals at the Remoteness Allowance Rate provided in the current year Memorandum Agreement between the Government of Manitoba and Manitoba Government Employees Union.

NOTE: Carrier shall arrange and pay the supplier directly for any accommodation, meals and transportation not provided by Manitoba. Receipts are required for all accommodation and ground transportation charges. Receipts are not required for meal charges; per diem rates are as follows:

2019 Meal Rates:

<u>BREAKFAST</u>	<u>LUNCH</u>	<u>DINNER</u>	<u>PER DIEM</u>
\$ 8.35	\$ 10.35	\$ 17.90	\$ 36.60

If any changes occur in the above rates, an addendum shall be provided to the Carrier. (Note – Addendum to these rates is expected to come into effect on April 1, 2019 and an addendum will be issued providing new rates when they are announced.)

27.0 FLIGHT REPORTS

- 27.1 The Carrier shall prepare a fully completed and accurate Wildfire Program Daily Flight Report provided to them by Manitoba. Daily flight reports shall be provided to Sustainable Development at the end of each day of the hire period.

27.2 The original of the flight report constitutes part of the invoice and shall be attached to the invoice issued by the Carrier when submitted to Sustainable Development – Wildfire Program for payment.

27.3 Flight times shall be recorded only in decimals as per Section 18.0. Improper completion of daily reports could result in delay of payment and possible return to Carrier for clarification.

28.0 AIRCRAFT INCIDENTS, ACCIDENTS AND FUEL SPILLS

28.1 All reportable aircraft incidents/accidents must be reported to the proper Transport Canada and Sustainable Development authorities immediately.

28.2 All fuel spills must be reported to a Sustainable Development staff member immediately who will in turn report to the Regional Duty Officer. The regional office will ensure appropriate action is taken and report it to the proper environmental authorities.

29.0 CARRIER INCIDENT/ACCIDENT HISTORY

29.1 The Carrier may be requested to submit a summary of all incidents and/or accidents the Carrier has experienced within the past five years. This summary is to contain details including date, location, aircraft type, personal injury and damage to aircraft (minor, moderate, substantial). An incorrect summary may result in the flying offer not being accepted.

30.0 CONFIDENTIALITY OF INFORMATION

30.1 During the term of this Offer, and at all times thereafter, the Carrier and any officers, employees or agents of the Carrier shall:

- a) Treat as confidential all information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, videos, photographs and other materials, acquired or to which access has been given in the course of, or incidental to, the performance of this Offer;
- b) Shall not, without first obtaining written permission from Manitoba:
 - i) use, or permit use of, information, documents and material described in 30.1a) except for the proper performance of the Carriers obligations under the terms of this Offer, or
 - ii) disclose, or permit disclosure of, the information, documents and materials described in 30.1a) to any person, corporation or organization; and

- c) Shall comply with any rules or directions made or given by Manitoba with respect to safeguarding or ensuring the confidentiality of the information, documents and materials as described in Section 30.1a).

31.0 OWNERSHIP OF INFORMATION, ETC.

- 31.1 All information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, videos, photographs and other materials, discovered or produced by the Carrier, or any officers, employees or agents of the Carrier, in performance of, or incidental to the performance of this Offer, and all intellectual property rights therein including, without limitation, all copyright, patent, trademark rights), shall be the exclusive property of Manitoba, and shall be delivered without cost to Manitoba upon request.
- 31.2 The Carrier hereby waives all the Carrier's moral rights under the *Copyright Act (Canada)* in the information, documents and materials described in subsection 31.1 in favour of Manitoba, and agrees to execute any additional documents, in a form satisfactory to Manitoba, which may be required to evidence this waiver. The Carrier further agrees to obtain from each of its officers, employees and agents, written waivers, in a form satisfactory to Manitoba, of all their moral rights in such information, documents and materials in favour of Manitoba. During the term of the Offer, and at all times thereafter, the Carrier, and any officers, employees or agents of the Carrier, shall not use, publish, or disclose any information, documents and materials, including (without limitation) all data, research, reports, drawing, designs, plans, videos, photographs and materials discovered or produced by the Carrier, in the performance of, this Offer, without first obtaining written permission from Manitoba;
- 31.3 Any equipment, materials, and supplies provided by Manitoba to the Carrier for use in the performance of flying services shall remain the property of Manitoba and shall be returned without cost to Manitoba upon request.

32.0 INDEMNIFICATION AND RISK

- 32.1 The Carrier shall use due care in the performance of its obligations while under charter to ensure that no person or livestock is injured, no property is damaged or lost and no rights are infringed.
- 32.2 The Carrier shall be solely responsible for:
 - a) any injury to persons (including death), damage or loss of livestock or property or infringement of rights caused by, or related to, the performance of the contract or the breach of any term or condition of this offer by the Carrier or it's employees or agents of either of them;

- b) any omission or wrongful or negligent act of the Carrier or it's employees and agents of the Carrier; and shall, save harmless and indemnify Manitoba, its officers, employees and agents from and against all claims, liabilities and demands with respect to clauses a) and b).
- 32.3 Manitoba shall not be responsible or liable for any injury to employees, or agents of the Carrier, or for any damage or loss to the property that the Carriers employees or agents uses to perform the obligations under the terms and conditions of this offer, including damage or loss to the aircraft. It is the Carrier's responsibility to insure this property against damage and loss.

33.0 INSURANCE

- 33.1 During the term of this Offer, the Carrier shall effect and maintain one or more comprehensive liability insurance policies with combined limits of not less than coverage listed below as to any single occurrence or claim. By setting the listed minimum coverage, Manitoba does not represent that such amount is adequate to cover all possible claims or losses of this kind and expressly disclaims such a representation. The Carrier acknowledges that it is solely responsible for determining the adequacy of its insurance coverage.
- a) Light/ Intermediate Lift Helicopters, including but not limited to: Robinson series, Hughes 500 series, Bell 206 series, A-Star series, EC-130, Koala, Bell 407 – not less than a combined single limit of \$10 million for any one aircraft, any one occurrence.
 - b) Medium/Heavy Lift Helicopters, including but not limited to Bell 204 series, Bell 205 series, Bell 212 series, Bell 214 series, Sikorsky series – not less than a combined single limit of \$20 million for any one aircraft, any one occurrence.
 - c) ** For Heavy Lift Helicopters not involved in carrying passengers, and are performing bucket or equipment or supply transport operations - not less than combined single limit of \$10 million for any one aircraft, any one occurrence.
- 33.2 The insurance policies shall cover claims for bodily injury, death or damage to property, including loss thereof. This liability insurance shall be underwritten by insurers acceptable to Manitoba.
- 33.3 The Carrier will provide Manitoba with a current Certificate of Insurance and "The Province of Manitoba" shall be added as Additional Insured to this policy with respect to the flying services provided under the terms of this Offer.
- 33.4 Written Notice of Cancellation and or coverage reduction clauses shall be added to the policy with respect to the flying services provided under the terms of this Offer.

****A current Certificate of Insurance indicating that the above requirements have been met shall be provided to Manitoba together with this offer.**

34.0 WORKER'S COMPENSATION

- 34.1 The Carrier shall comply with all the requirements of the *Worker's Compensation Act* of Manitoba. Should the Carrier fail to pay the Worker's Compensation Board premiums on the wages of all their employees, whether assessed or otherwise, by the Worker's Compensation Board, together with all compensation awarded by the said Board in respect to any accident occurring after the commencement of the flying services and before the payment of premium to the Worker's Compensation Board, Manitoba may deduct from monies due or accruing due the Carrier under this Offer, a sum sufficient to pay all of such amount and may pay the same to the Worker's Compensation Board of Manitoba.
- 34.2 A current Worker's Compensation number or Letter of Clearance as verification of coverage should be provided with this Offer as and if required upon hire. If you employ any worker's please contact Worker's Compensation Board of Manitoba at 1-800-362-3340 or check the website: www.wcb.mb.ca to determine if you need to register with Manitoba Worker's Compensation Board.

35.0 WORKPLACE SAFETY & RISK MANAGEMENT

- 35.1 By entering into the Agreement, the Carrier acknowledges responsibility to fulfill the requirements of Manitoba under subsection 35.2, if applicable, of the *Workplace Safety and Health Act* and to ensure that the Flying Services are carried out in accordance with the Act and all applicable regulations.
- 35.2 Without limiting the generality of subsection 35.1 above, the Carrier represents and warrants that:
- a) it shall ensure, as far as reasonably practicable, that it will meet the requirements for the protection of workers set out in the Act and the regulations made there under;
 - b) it has a workplace safety and health system or program applicable to the work being performed and shall carry out the commercial charter flying services in accordance with the program;
 - c) its employees, agents or subcontractors are properly trained and qualified to perform the commercial charter flying services;
 - d) any mobile equipment operators shall possess a valid driver's license, as required by the Highway Traffic Act and may be subject to evaluation by Manitoba;

- e) it shall ensure that an adequate number of competent supervisors are provided as prescribed in the Act;
- f) it has disclosed all “required information” as required under the Act to all employees and workers that will be providing the flying services on behalf of the Carrier under this Agreement to ensure they are trained and informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness;
- g) it shall immediately notify Manitoba of any accident causing death or injury of any of the Carriers officers, employees or agents relative to the flying services within five (5) days of the accident provide Manitoba with a written report detailing the accident and incorporating information requested by Manitoba.
- h) it shall immediately notify and provide Manitoba with copies of any notices, orders or charges issued to the Carrier under the Act; and
- i) it shall comply with all reasonable requests and directions made by Manitoba, including, without limitation, any requests or directions made by Manitoba.

35.3 Manitoba and the Carrier acknowledge and agree that the Carrier is a “Prime Contractor” as that term is defined in *The Workplace Health and Safety Act* (Manitoba) for all purposes of that Act and without limiting the generality of the foregoing, it is further acknowledged and agreed that as the Prime Contractor, the Carrier is solely and completely responsible and liable for and in respect of all obligations, requirements and duties imposed on the Prime Contractor in the Act.

36.0 TERMINATION

36.1 Provided that, in the opinion of Manitoba, the commercial charter flying services are not being performed in accordance with the terms and conditions set out in this Offer, Manitoba may, in its sole discretion, immediately terminate the Offer.

36.2 Upon termination of the Agreement, both parties shall have no further obligations to one another except with respect to:

- a) the Carriers obligations respecting liability and indemnification 32.0; and
- b) Manitoba’s obligation to pay the Carrier for hours flown for aircraft and/or rental fees or mileage for support vehicles along with any other applicable charges contained in the offer up to the time of termination.

37.0 SURVIVAL OF TERMS

37.1 Sections 30.0, 31.0, 32.0, 33.0, 34.0, and 36.0 shall survive the termination or expiration of this Offer.

38.0 INDEPENDENT CARRIER/CONTRACTOR

38.1 The Carrier is an independent contractor, and this Offer agreement does not create the relationship of employer and employee, or of principal and agent, between Manitoba and the Carrier or between Manitoba and any officers, employees or agents of the Carrier.

38.2 In addition to Section 34.1 the Carrier is responsible for any deductions or remittances which may be required by law.

38.3 The Carrier shall not incur any expenses or debts on behalf of, nor make any commitments for, Manitoba without first obtaining written permission from Manitoba.

39.0 SUB-CONTRACTS AND ASSIGNMENTS

39.1 The use of subcontractors and third parties is not permitted under this Offer. This Offer, or any obligation or part thereof, shall not be assigned by the Carrier.

40.0 SEVERABILITY

40.1 If any provision of this Offer is for any reason invalid, that provision shall be considered separate and severable from this Offer, and the other provisions of this Offer shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in the Offer.

41.0 APPLICABLE LAW AND GST/HST

41.1 This Offer shall be interpreted, performed and enforced in accordance with the laws of Manitoba.

41.2 The flying services are for the use of and being purchased with Crown Funds by Manitoba and are therefore not subject to federal Goods and Services Tax (GST) and Harmonized Sales Tax (HST) - Province of Manitoba Registration Number R107863847. The Carrier represents and warrants that neither the GST nor HST has been included or quoted in any fees, prices or estimate and shall not be included in any invoice provided, or claim for payment requested, under this Offer.

42.0 INDIGENOUS PROCUREMENT INITIATIVE

- 42.1 **Indigenous Procurement Initiative** - Manitoba is committed to community economic development as a key component of its economic strategy. It intends to develop a provincial economy that is more inclusive, equitable and sustainable. Procurement practices are one means that can be used to contribute to the growth of Indigenous businesses. In that regard, Manitoba developed the Indigenous Procurement Initiative (IPI). The objective of the IPI is to increase the participation of Indigenous business in providing goods and services to Manitoba.
- 42.2 **Indigenous Business Standard (applicable to this Offer)** means terms and conditions indicate that Indigenous business participation is desirable but not mandatory.
- 42.3 **Indigenous Business Directory** - Manitoba has established a directory of Indigenous businesses called the "Indigenous Business Directory". This directory is a list of Indigenous businesses (including non profit organizations and economic development corporations) that have self declared as an Indigenous Business meeting the definition under IPI. It is neither comprehensive nor exhaustive but may be a useful resource to identifying Indigenous businesses for potential partnering or sub-contracting purposes. Indigenous businesses not in the Directory may also be used.
- 42.4 Indigenous businesses are encouraged to register by contacting Procurement Services Branch. For further information on the Indigenous Business Directory, registration forms and access to a copy of the Indigenous Business Directory, please see the following website:
http://www.gov.mb.ca/mit/psb/api/api_bd.html

43.0 SUSTAINABLE DEVELOPMENT PROCUREMENT

- 43.1 Manitoba has an integral role in promoting and implementing sustainable development in society and is therefore committed to promoting and incorporating the Principles and Guidelines of Sustainable Development into all projects. *The Sustainable Development Act* requires Manitoba to adopt procurement policies that are consistent with the principles of sustainable development.
- 43.2 Procurement of all goods, materials and services shall be consistent with Manitoba's principles and guidelines of Sustainable Development and other government procurement policies, legislative requirements and trade agreements. Procurement shall be based on:
- a) Careful consideration of the goods, products or services impact on the environment, economy and human health and wellbeing;
 - b) Preference will be given to the purchase of environmentally preferable goods and materials whenever they perform satisfactorily and are available at a reasonable price;

- c) Consideration of market factors such as price, quality, delivery dates and specifications, for example, recycled, remanufactured and/or non-toxic goods; and
- d) Consideration of full cost accounting to ensure that no costs associated with the purchase or action including externalized costs, are left unaccounted for.

43.3 Considering the above, Sustainable Development has initiated, through this Offer, the solicitation of suggestions for Sustainable Development compliant products and services that will assist the department in revising technical specifications for future tenders to ensure the procurement of sustainable development goods and services.

44.0 AMENDMENTS

44.1 No amendment or change to, or modification of, this Offer shall be valid unless it is in writing and approved by the Aircraft Coordinator or Wildfire Program Headquarters designate.

45.0 ENTIRE AGREEMENT

45.1 This document including the attached Table 1 – Fire Season Rates, Charges and Daily Minimums contain the entire agreement between Manitoba and the Carrier. There are no undertakings; representations or promises; expressed or implied, other than those contained in this Offer.

TABLE 1:

FIRE SEASON RATES, CHARGES AND DAILY MINIMUMS

As of April 1, 2019, the following rates, charges and minimums shall be used in determining charter charges for all flying in Manitoba and will remain in full force and effect until October 31, 2019. Only by mutual consent and agreement of both the Carrier and Manitoba can these rates, charges and minimums be changed prior to expiration of the above period.

Helicopter Type	Rate per Hour	Daily Minimum Hours	Months These Daily Minimums Are Applicable

Please complete Fleet Schedule – Page 25

This offer and these rates, charges and minimums are made by the Carrier:

Name of Carrier: _____

Company Contact: _____
(Please Print)

As represented and authorized by: _____

Title: _____

Witness: _____

PREFERRED EQUIPMENT LIST

Medium Lift Helicopter:

- a) VHF-AM Radio Communication Transceiver 118-136 Mhz.;
- b) Installed VHF-FM "hi band" radio receiver with second guard receiver able to operate on Sustainable Development assigned frequencies (157-174 Mhz) complete with dual tone multi-frequency (D.T.M.F.) encoding capability;
- c) Installed dual channel audio controller for split radio TX and RX on both left hand and right hand pilot seats is mandatory in Manitoba;
- d) Intercom with 6 headsets (1 front passenger and 5 in rear);
- e) Cargo "nets" must be used to secure internal loads in accordance with Transport Canada Regulations. Use of "Herc" straps is not allowed;
- f) Cargo hook with two cargo nets (minimum size 20' x 20'), two lanyards and one barrel sling;
- g) Two (2) appropriate sized collapsible water buckets with optional foam injection capability;
- h) High Skid gear with bear paws;
- i) Rear passenger access step rail between skids and rear passenger area;
- j) Electric portable refuelling pump (or gas powered if explosion proof certified);
- k) Global Positioning Navigation System set on NAD 83 (degrees, minutes, seconds);
- l) Mode "C" altitude encoding transponder;
- m) Shoulder harnesses for all seat locations are mandatory in Manitoba;
- n) Dual controls **must be removed** when carrying any passenger;
- o) Automated Flight Following (AFF) system (Service Provider and ESN# to be provided on Page 25 – Company Fleet Schedule. Position updates to be transmitted on 2 minute intervals;
- p) High visibility main rotors, pulsating landing lights and red/white anti-collision strobe lights;

Intermediate Lift Helicopter:

- a) VHF-AM Radio Communication Transceiver 118-136 Mhz;
- c) Installed VHF-FM "hi-band" radio with second guard receiver able to operate on Conservation assigned frequencies (157 - 174 Mhz) complete with dual tone multi-frequency (D.T.M.F.) encoding capability;
- d) Installed dual channel audio controller for split radio TX and RX on both left hand and right hand seats is mandatory;
- e) Intercom with 6 headsets (1 front passenger and 5 in rear);
- f) Cargo "nets" must be used to secure internal loads in accordance with Transport Canada Regulations. Use of "Herc" straps is not allowed;
- g) Cargo hook with two appropriate size cargo nets, two lanyards and barrel sling;
- h) Two (2) appropriate sized collapsible Bambi Water Buckets;
- i) High skid gear with bear paws;
- j) Rear passenger access step rail between skids and rear passenger area;

Intermediate Lift Cont'd

- k) Electric portable refuelling pump (or gas powered if explosion proof certified);
- l) Global Positioning Navigation System set on NAD 83 **(degrees, minutes, seconds)**;
- m) Mode "C" altitude encoder transponder;
- n) Shoulder harnesses for all seat locations are mandatory in Manitoba;
- o) Cargo pod if appropriate for helicopter type offered;
- p) Dual controls **must be removed** when carrying any passengers;
- q) Automated Flight Following (AFF) system (Service Provider and ESN# to be provided on Page 25 – Company Fleet Schedule. Position updates to be transmitted on 2 minute intervals;
- r) High visibility main rotor, pulsating landing lights and red/white anti-collision strobe lights;

Light Lift Helicopter:

- a) VHF-AM Radio Communication Transceiver 118-136 MHZ;
- b) Installed VHF-FM "hi band" radio with second guard receiver able to operate on Conservation assigned frequencies (150-174 Mhz) complete with dual tone multi-frequency (D.T.M.F.) encoding capability;
- c) Installed dual channel audio controller for split radio TX and RX on both left hand and right hand pilot seats is mandatory;
- d) Intercom with 4 headsets (1 passenger in front and 3 in rear);
- e) Cargo "nets" must be used to secure internal loads in accordance with Transport Canada Regulations. Use of "Herc" straps is not allowed;
- e) Cargo hook with two (2) slings or 12 foot x 12 foot cargo nets;
- f) Two (2) appropriate size collapsible Bambi Water Buckets;
- g) High skid gear with bear paws;
- h) Electric portable refuelling pump (or gas powered if explosion proof certified);
- i) Global Positioning Navigation System set on NAD 83 **(degrees, minutes, seconds)**;
- j) Mode "C" altitude encoding transponder;
- k) Shoulder harnesses for all seat locations is mandatory in Manitoba;
- l) Dual controls **must be removed** when carrying any passengers;
- m) Automated Flight Following (AFF) system (Service Provider and ESN# to be provided on Page 25 – Company Fleet Schedule. Position updates to be transmitted on 2 minute intervals;
- n) High visibility main rotor, pulsating landing lights and red/white anti-collision strobe lights.

HELICOPTER FLYING TIME AVERAGING

As per Section 19.4 of the Helicopter Flying Offer:

1. Averaging is only applicable to short-term helicopter hire periods which have initially been hired for 3 or more days. Extensions to the initial hire period must be 2 or more days before averaging applies to the entire period.

For example, if a helicopter is hired for 3 days and subsequently extended for 2 days, averaging applies to the entire 5 day period. If the helicopter is again extended for another 4 days, averaging would apply to the entire 9 day period.

If a helicopter is hired for 3 days then extended for only a 1 day period, the averaging applies only to the initial 3 day hire period and full daily minimums would have to be paid for the 4th day. If the helicopter is immediately extended without break for another 3 days, averaging would begin on Day 1 of this 3 day hire and continue for the rest of the hire period.

2. Un-flown minimums accumulated over the entire period of hire may be flown at any time during the hire period.

For example, a helicopter is hired for 3 days at 4 hour minimums for a total of 12 hours during a 3 day period. The helicopter may fly 8 hours on Day 1, 4 hours on Day 2 and 0 hours on Day 3 for a total of 12 hours over the entire hire period.

To summarize, averaging applies over the entire hire period. A break in averaging occurs **ONLY** where there has been a break in the period of hire or in cases where extensions of 1 day in duration occur.

If companies or pilots have difficulties with interpretation regarding Helicopter Flying Time Averaging please feel free to call Jacquie Nixdorf, Supervisor of Wildfire Operations/Aircraft Coordinator at (204) 945-7780 at Wildfire Program Headquarters in Winnipeg.

DECIMAL - TIME CONVERSION TABLE

To convert the time-of-day to a decimal time:

Example: The time-of-day **13:43** has a decimal time of **13.7**

1. Choose the **hour** column with the time-of-day hour (ie. **1300**)
2. Choose the **minute** row with the correct minute range (ie. **43** minutes falls in the **39-44** range)
3. The intersection of the hour column and minute row is the converted decimal time ie. **13.7**)

HOUR

MINUTES	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300
0 - 2	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0	15.0	16.0	17.0	18.0	19.0	20.0	21.0	22.0	23.0
3 - 8	4.1	5.1	6.1	7.1	8.1	9.1	10.1	11.1	12.1	13.1	14.1	15.1	16.1	17.1	18.1	19.1	20.1	21.1	22.1	23.1
9 - 14	4.2	5.2	6.2	7.2	8.2	9.2	10.2	11.2	12.2	13.2	14.2	15.2	16.2	17.2	18.2	19.2	20.2	21.2	22.2	23.2
15 - 20	4.3	5.3	6.3	7.3	8.3	9.3	10.3	11.3	12.3	13.3	14.3	15.3	16.3	17.3	18.3	19.3	20.3	21.3	22.3	23.3
21 - 26	4.4	5.4	6.4	7.4	8.4	9.4	10.4	11.4	12.4	13.4	14.4	15.4	16.4	17.4	18.4	19.4	20.4	21.4	22.4	23.4
27 - 32	4.5	5.5	6.5	7.5	8.5	9.5	10.5	11.5	12.5	13.5	14.5	15.5	16.5	17.5	18.5	19.5	20.5	21.5	22.5	23.5
33 - 38	4.6	5.6	6.6	7.6	8.6	9.6	10.6	11.6	12.6	13.6	14.6	15.6	16.6	17.6	18.6	19.6	20.6	21.6	22.6	23.6
39 - 44	4.7	5.7	6.7	7.7	8.7	9.7	10.7	11.7	12.7	13.7	14.7	15.7	16.7	17.7	18.7	19.7	20.7	21.7	22.7	23.7
45 - 50	4.8	5.8	6.8	7.8	8.8	9.8	10.8	11.8	12.8	13.8	14.8	15.8	16.8	17.8	18.8	19.8	20.8	21.8	22.8	23.8
51 - 56	4.9	5.9	6.9	7.9	8.9	9.9	10.9	11.9	12.9	13.9	14.9	15.9	16.9	17.9	18.9	19.9	20.9	21.9	22.9	23.9
57 - 60	5.0	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0	15.0	16.0	17.0	18.0	19.0	20.0	21.0	22.0	23.0	24.0



Last Name:	First Name:	Initials:	Company:	
FW License # :	RW License # :	Engineer License # :	PPC Due Date:	Medical Due Date:

LICENSE DATA (PLEASE indicate if fixed wing or rotary wing or both: **FW or RW or BOTH**)

TYPE		
Airline Transport:	Commercial:	Private:
Other Licenses:		
ENDORSEMENTS		
Floats:	Multi Engine:	Night:
Skis:	IFR:	VFR:
Other Endorsements:		

FLYING EXPERIENCE (Hours by Aircraft Type and Model)

Aircraft Type by Make/Model ie. Bell 205	Total Hours	Hours PIC	Last 12 Months	Floats	Skis	Geographic Area of Operation

SPECIALTY FLYING EXPERIENCE

(Estimated hours of training and experience; and the date training received: mo/yr)

<i>Bucketing/Bombing:</i>	<i>Long Lining:</i>	<i>I.R. Scanning:</i>	<i>Hover Exit:</i>	<i>Slinging:</i>
<i>Drip Torch:</i>	<i>Detection:</i>	<i>Birddog:</i>	<i>Dangerous Goods:</i>	<i>Survey:</i>
<i>Aerial Spraying:</i>	<i>Seeding:</i>	<i>Fertilizing:</i>	<i>Other:</i>	

DECLARATION

I certify that the information entered on this form is true to the best of my knowledge and belief.

Pilot Signature

Date

Employer Signature

Title

Date