



# **RFP #25004**

## **Addendum No. 1**

RFP TITLE: RFP 25004 Squad Truck - Chilliwack River Valley Fire Department

RFP NUMBER: 25004

DATE ISSUED: Friday, June 13, 2025

CLOSING DATE AND TIME: Friday, July 25, 2025, at 4:00 pm PST

### **ADDITIONAL INFORMATION**

#### **Schedule D – Terms and Conditions of RFP**

##### **Question 1:**

Page 5: "Proposals that contain provisos that contradict or alter any of the terms and conditions of this RFP will be disregarded and deemed to have not been written in the Proposal." In section D2 it states, "Proposals will be open for acceptance by the FVRD for at least 120 days after the date of Closing." Due to the current nature of the industry, we are unable to offer pricing validity for 120 days. Will the Regional District accept proposals offering a shorter validity period? "

**Answer:** Sections listed in question one will remain the same.

##### **Question 2:**

Page 8: Section D20 states, "The Contract will comprise a form of written agreement based on the Regional District's standard services agreement, as may be amended by mutually agreed supplementary conditions, and incorporate the FVRD's general conditions and specifications." I tried to find a copy of the "standard services agreement" and "general conditions" for review online but cannot seem to find it on the Regional District's website. Can the Regional District provide for review a copy of the agreement(s) that will form the contract?

##### **Answer:**

See page 2 of this document

## **SAMPLE for REFERENCE - AGREEMENT FOR SERVICES**

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THIS SERVICES AGREEMENT is dated for reference

BETWEEN:

**FRASER VALLEY REGIONAL DISTRICT,**

45950 Cheam Avenue, Chilliwack, BC V2P 1N6

(the "Regional District")

AND:

(the "Contractor")

In consideration of the covenants and mutual promises set forth in this agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties covenant and agree as follows:

### **1. TERM**

Subject to prior termination in accordance with the provisions as hereinafter provided in Section 7; the term of the Agreement shall commence upon obtaining required signatories (the "**Term**").

### **2. COMPENSATION**

#### **2.1 Payment**

The Regional District shall pay the Contractor \$XX (including GST) as full payment and reimbursement for performing the Services described herein during the Term of the Agreement.

#### **2.2 Statement of Account**

In order to obtain payment under this Agreement, the Contractor must submit to the Regional District a written statement of account in a form satisfactory to the Regional District upon completion of the Services or at such other times provided in this Agreement.

### **3. SERVICES**

#### **3.1 Scope of Services**

The Contractor shall be responsible for providing the following services (collectively, the "**Services**") in accordance with the terms and conditions of this Agreement:

Insert description here/Scope of Work (referencing the RFP and Proponent's submission)

#### **3.2 Supply all Labour and Materials**

Unless otherwise stated in this Agreement, the Contractor will supply, at its cost, all labour, materials, facilities, permits, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement.

### **4. SERVICE STANDARD**

#### **4.1 Performance Standard**

The Contractor will perform the Services:

- i. with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services;
- ii. in accordance with all applicable laws; and
- iii. to the satisfaction of the Regional District.

#### **4.2 Supervision**

The Contractor will ensure that all persons employed or retained by the Contractor to perform the Services are competent to perform them and are properly trained, instructed and supervised.

### **5. WORKPLACE SAFETY**

#### **5.1 Safety at the Workplace**

The Contractor will provide a safe and secure place for the Contractor's activities in respect of its performance of the Services to prevent the risk of injury to the public by any reasonable means including, without limitation, illumination, signage, fencing and cordoned areas.

#### **5.2 Compliance with WorkSafe BC**

If the Contractor or any sub-contractors are required by law to be registered with the Worker's Compensation Board (WCB), then the Contractor will submit either a WCB clearance letter indicating that the Contractor's WCB account is in good standing or a WCB registration number prior to commencement of the Services or at such other times as the Regional District may request.

### **5.3 Prime Contractor**

The Contractor will ensure compliance with and conform to all health and safety laws, by-laws and regulations of the Province of British Columbia including, without limitation, the Workers' Compensation Act and Regulations pursuant thereto. The Contractor hereby agrees and acknowledges that, pursuant to Section 118 of the Workers' Compensation Act, the Contractor will, for the purposes of such Act, be the Prime Contractor.

## **6. INSURANCE, LIABILITY AND INDEMNITY**

### **6.1 Insurance**

The Contractor shall obtain and maintain Comprehensive General Liability Insurance in the amount of not less than \$2 million and the Regional District shall be named as an additional insured and the policy shall include cross liability or severability of interests clauses. The Contractor shall file with the Regional District prior to the commencement of the Agreement, a certificate of insurance as evidence of this coverage and evidence of the renewal of the policy. The provision of this insurance clause will survive termination of this Agreement.

### **6.2 Indemnification**

The Contractor shall indemnify and save harmless the Regional District, the Board, its officers, employees, agents and assigns (collectively, the "Indemnified Parties") from and against all claims, losses, damages, costs, actions and other proceedings made, sustained, brought or prosecuted in any manner against the Indemnified Parties based upon, occasioned by or attributable to any personal injury (including death), infringement or property damage arising from any negligent act or omission of the Contractor, its servants or agents or persons for whom the Contractor has assumed responsibility in the performance or purported performance of the Agreement. The extent of the Contractor's indemnification shall not be limited to the value of any insurance policy. The provisions of this indemnity clause will survive termination of the Agreement.

## **7. TERMINATION**

### **7.1 Termination by Regional District**

#### **7.1.1 Termination for Default**

- i. The Regional District may terminate the Agreement if the Contractor becomes bankrupt or insolvent, a receiving order is made against the Contractor, an assignment is made for the benefit of its creditors, an order is made or resolution passed for the winding up or dissolution of the Contractor, or the Contractor takes the benefit of any enactment related to bankrupt or insolvent debtors.
- ii. The Regional District may terminate the Agreement in whole or in part immediately by giving written notice of termination to the Contractor if the Contractor fails, refuses or

neglects to perform the Services as required by this Agreement or is otherwise in breach of any provision of this Agreement. In the event the Regional District gives notice of termination pursuant to this section 7.1.1(ii), the Regional District may withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Services, set-off any damages suffered by the Regional District against any amounts owing to the Contractor under this Agreement for performance of the Services and pursue other remedies to recover damages from the Contractor for any losses caused to the Regional District.

- iii. The Regional District in its sole discretion, notify the Contractor in writing that the Contractor is in default of the Contractor's contractual obligations and instruct the Contractor to correct the default in the ten (10) Business Days immediately following receipt of such notice or, in the event such default cannot be corrected without ten (10) Business Days, such longer period approved by the Regional District as is reasonable to correct the default. If, after the period allowed for correction of the default, the default has not been corrected to the satisfaction of the Regional District, the Regional District, in its sole discretion, may (but is not obligated to) remedy the work and deduct the cost thereof from any payment then due to the Contractor or terminate the Agreement and/or deem that the default shall constitute a dispute between the two parties.

#### **7.1.2 Termination without Default**

Notwithstanding any other provision of this Agreement, the Regional District may, in its sole discretion, by giving 30 days' written notice to the Contractor, terminate or suspend all or any part of this Agreement for any reason. If the Regional District gives notice of termination or suspension pursuant to this section 7.1.2, the Regional District will pay the Contractor fees for such Services that were completed in accordance with this Agreement before termination or suspension. Upon payment of such amounts, no other amounts will be owed by the Regional District to the Contractor and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not performed.

The Contractor is not entitled to, and irrevocably waives and releases, damages or compensation for costs incurred, loss of profit, or loss of opportunity, directly or indirectly arising out of termination or suspension of all, or any part, of the services.

## **8. GENERAL TERMS**

### **8.1 Governing Law**

The Agreement is governed by, and is to be interpreted according to the laws of British Columbia and the parties agree to attorn exclusively to the courts of the Province of British Columbia.

## **8.2 Independent Contractor**

The Contractor is providing the Services at all times as an independent contractor and is not an employee, servant, agent or partner of the Regional District and nothing herein will create or be deemed to create a partnership, joint venture or agency relationship between the parties.

## **8.3 Assignment**

No part of the Agreement may be assigned or subcontracted by the Contractor without the prior written consent of the Regional District, and any assignment or subcontract made without that consent constitutes a breach of the Agreement. The Contractor hereby acknowledges and agrees that, without limiting the generality of the foregoing, the Regional District may refuse consent if, in the Regional District's sole discretion, it determines that the proposed assignee or subcontractor does not have the skill, experience or corporate resources necessary to provide the Services to the Regional District's satisfaction. A permitted subcontract does not relieve the Contractor from any obligation already incurred or accrued under the Agreement or impose any liability upon the Regional District.

## **8.4 Severance**

If any portion of the Agreement is held to be illegal or invalid by a court of competent jurisdiction, the illegal or invalid portion must be severed and the decision that it is illegal or invalid does not affect the validity of the remainder of the Agreement.

## **8.5 Binding on Successors**

The Agreement enures to the benefit of and is binding upon the parties and their respective permitted assigns, successors, subcontractors, trustees, administrators and receivers, despite any rule of law or equity to the contrary and every reference to the parties is deemed to include the successors and assigns of the parties.

## **8.6 Entire Agreement**

The Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of the Agreement.

## **8.7 Waiver**

Waiver of any default by either party must be in writing to be effective, and a waiver of a particular default does not waive any other default.

## **8.8 Meaning of Business Day**

In this Agreement, the term "Business Day" means a day other than a Saturday, Sunday or federal or provincial statutory holiday observed in the Province of British Columbia.

# **9. CONFIDENTIALITY**

Except as required by law, the Contractor must not divulge or disclose any matters respecting technical, commercial or legal issues relating to or arising out of the Services or information received in connection

with the Agreement without the Regional District's prior written consent, except in strict confidence to its professional advisors.

The Contractor acknowledges and agrees that all documents submitted to the Regional District are subject to disclosure under the British Columbia Freedom of Information and Protection of Privacy Act. Any information the Contractor considers confidential must be marked as so and will be subject to appropriate consideration as defined within the Act.

## **10. OWNERSHIP**

The Contractor agrees to grant the Regional District unrestricted license for the use of all technical information and intellectual property submitted to the Regional District in relation to the services and that this licence includes the right to adapt, use and modify all such technical information and intellectual property.

The Contractor must, upon completion of the services, or if all or part of the services under the Agreement are terminated, immediately deliver to the Regional District all service-related documents in the Contractor's possession or under its control.

## **11. RECORDS**

The Contractor must keep proper accounts and records of its performance of the services, including invoices, receipts and vouchers, at all times and for at least 7 years after completion of the services or termination of the Agreement, which must at all reasonable times be open to audit and inspection by the Regional District.

## **12. NOTICE**

Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under the Agreement must be in writing and delivered personally or by courier or sent by fax or e-mail, addressed as follows:

To the Regional District:

Fraser Valley Regional District  
45950 Cheam Avenue, Chilliwack, B.C. V2P 1N6  
Fax: (604) 702-????  
Attention: (name/title/email address)

To the Contractor:

Insert name of contractor

Insert address of contractor

Fax: insert number

Attention: Insert main contact person's name/Insert email address

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next Business Day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax is to be considered given on the day it is sent, if that day is a Business Day and if that day is not a Business Day, it is to be considered given on the next Business Day after the date it is sent.

By signing below, the parties to this agreement have agreed to be bound by the terms of this Agreement.

FRASER VALLEY REGIONAL DISTRICT

by its authorized signatory(ies)

INSERT NAME OF CONTRACTOR

by its authorized signatory(ies)

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Insert Title of Rep

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Insert Name of Rep