

RFP-21002

ADDENDUM NO. 2

RFP TITLE:	FVRD Regional Airpark Operations, Maintenance and Management Services
RFP NUMBER:	21002
DATE ISSUED:	February 08, 2021
ADDENDUM ISSUED:	Wednesday February 24, 2021
CLOSING DATE:	Friday February 26, 2021 4:00 pm (PST)

ADDITIONAL INFORMATION

What are the estimated annual fuel sales?

A typical year is \$60,000 per year in fuel sales. This can vary depending on how much traffic comes to the Airpark, which can be impacted by weather, fire season activity, COVID-19 etc.

What are the Terms and Conditions of the Contract?

Please see Appendix A attached to the end of Addenda No. 2 for general terms and conditions included with Fraser Valley Regional District (FVRD) contracts.

What kinds of items are typically provided in a supply budget? What are the management requirements? What is the budget size?

Items which have been provided by the FVRD include cleaning supplies, items for minor repairs, paint, lightbulbs, grass seed, wind sock, key replacements, fuel for tractors, parts for equipment needing repairs etc. The proponent should identify if they wish to supply, or if they wish the FVRD to supply these items. This annually amount can be up to \$10,000.

Can you provide some statistics? What is the annual fly-in traffic?

A busy summer day is up to 12 fly-ins. This will vary based on weather, fire season, emergencies etc.

Please clarify what is means to “monitor drive-ins”?

The Contractor will greet people who come to visit the airpark to assist as they can with information to ensure that the space is being utilized for airpark purposes.

Can you clarify the length of contract?

Typical contracts are one year term with two renewal periods of two years up to a maximum of five years.

What is the experience and qualifications required of the contractor to operate and maintain the

equipment?

The Contractor is expected to operate equipment in accordance with all WorkSafe BC regulations. In terms of maintenance, oil changes, blade sharpening, minor fixes/adjustments are to be completed by the Contractor. For any major equipment maintenance required must be discussed with the FVRD.

Is there more data which can be shared regarding winter?

It really depends on the winter weather and what is happening at the airpark. Even though there is no mowing, fuel needs to be maintained, site monitored, cleaning, garbage removal etc. If it is a particularly harsh winter, more time needs to be put towards snow clearing, salting etc. to keep emergency access open.

Does the airstrip need to be cleared in the winter? Is it serviceable?

As per Addenda No. 1, it is the emergency landing area for helicopters that needs to be kept clear. The airstrip itself is grass and is not cleared for snow.

Can the evaluation process be clarified?

The evaluation will be conducted by a committee formed by the FVRD. Proposals will be evaluated on the basis of the overall best value to the FVRD. There is a Pass/Fail for a complete submission of Schedule B (Form of Proposal) and Schedule C (Proponent's Experience). The criteria to evaluate the proposals will also be based on the reference checks and related experience.

What form would the FVRD prefer to receive the financial proposal? Daily, weekly or annual fixed pricing?

Annual pricing is preferred. If proposals are submitted in various formats, the proposals will be converted and evaluated in the same pricing format.

Is there a possibility for the timeline for submissions to be extended beyond Friday February 26, 2021?

Closing time for RFP-21002 is extended to 4 pm PST on Friday February 26, 2021. The date remains the same.

When is the last day to submit questions pertaining to this RFP?

All questions pertaining to this RFP are now closed. Addenda No. 2 is the final addenda will be issued Wednesday February 24, 2021.

Please contact the Contact Person with respect to this Addenda No. 2.

CONTACT PERSON

Christina Vugteveen, Manager of Parks and Recreation
Fraser Valley Regional District
cvugteveen@fvrd.ca
604-702-5077

APPENDIX A

AGREEMENT FOR SERVICES - Example

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:

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**").

COMPENSATION

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.

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.

SERVICES

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:

Scope of Work

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.

SERVICE STANDARD

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.

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.

WORKPLACE SAFETY

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.

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.

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.

[Drafting Note: This subsection may not be appropriate in every contract. If the FVRD is entering into contracts with 2 or more contractors to perform services on the same work site, then FVRD must be very careful to not inadvertently delegate Prime Contractor duties onto every contractor by including the above highlighted language in every contract. If more than one Prime Contractor is appointed, then effectively those appointments all cancel out and the responsibility and liability falls to the FVRD.]

INSURANCE, LIABILITY AND INDEMNITY

Insurance [check to make sure insurance asked for is appropriate]

The Contractor shall obtain and maintain Comprehensive General Liability Insurance in the amount of not less than \$XXXX 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.

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.

TERMINATION

Termination by Regional District

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 0(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.

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 0, 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.

GENERAL TERMS

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.

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.

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 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.

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.

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.

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.

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.

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.

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.

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 Contactor 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.

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.

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

Attention:

To the Contractor:

Name of contractor
Address of contractor

Attention:

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)
