



**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
HELICOPTER FLIGHT SERVICES
REQUEST FOR QUOTE**

January 17, 2019

The RDOS is in the process of planning the 2019 -2023 Nuisance Mosquito Control Program. The number of flights required and length of flights are tentative (based on flooding conditions). An average of 5 flights have been required for the season; each flight lasting between 3 to 6 hours. We request quotes and required documentation for flight services as described below:

SPECIFICATIONS	TOTAL COST PER HOUR
<p>Helicopter Flights charged on an hourly basis, inclusive of an air-borne spreader(s) for granular pesticides and all related costs including fuel for each year, for 5 years.</p> <ul style="list-style-type: none"> • Note: proponent must break out anticipated increased costs for fuel, or other related consumables to support hourly rates • Note: Proponent and RDOS will review variable costs annually, prior to commencement of the Mosquito Control Program, including annual COL, fuel and other consumables. • The RDOS may request up to a two-year extension to the contract. 	
<p>REQUIREMENTS:</p> <ol style="list-style-type: none"> 1. Pilot: must be fully certified/experienced in aerial application of granular bacterial pesticide for mosquito control and be in full control of pesticide application at all times. 2. Flight flexibility: willingness to change flight plans within 24 hours. 3. In-Flight: RDOS Mosquito Control Program employee(s) must have the option to be in the helicopter during flights and pesticide application. 4. Air-borne spreaders and helicopter: must have a minimum capacity of 275 kg of granular pesticide. RDOS currently uses VectoBac®200G. 5. Two pesticide hoppers: must be available at the flight location. 6. Pesticide storage: proponent must supply a secure area at the flight location (appx. 3m³) to store granular pesticide as supplied by the RDOS. 7. Base for operations: must be in Penticton B.C. It is the company's responsibility to travel to Penticton and have a pre-approved staging and storage area during the entire Mosquito Control season. 8. Reporting Requirements: must be familiar with BC Ministry of Environment reporting requirements and provide any necessary information to the RDOS for report completion. 9. Local Knowledge: a comprehensive understanding and experience of the RDOS topography containing 400 plus treatment sites will be an asset for consideration. 10. Other Requirements: <ol style="list-style-type: none"> a. A proponent shall disclose any actual or potential conflicts of interest and existing business relationships it may have with the Regional District, its elected or appointed officials or employees, any property ownership direct or indirect in the Regional District jurisdiction. The Regional District may rely on such disclosure. b. Submitting a quote indicates acceptance of all the terms and conditions set out in the RFQ, including those that follow and that are included in all appendices and any Addenda. The proponent shall provide a brief listing of all proposed modifications and 	

/or deletions to the requirements set out in the RFQ, or it will be deemed that every clause will be strictly adhered to.

- c. A quote must be signed by a person authorized to sign on behalf of the proponent with the intent to bind the proponent to the RFQ and to the statements and representations in the proponent's submission.
- d. Environmental Reporting Requirements – The successful proponent will be required to track all fossil fuel consumption for each calendar year throughout the entire duration of the Contract. They shall provide a fossil fuel report to the Regional District by February 1st of each year detailing the previous years' usage. The consumption shall be tracked by vehicle type and type of fuel used, and should include all subcontractor usages. Upon request, the RDOS will supply a sample template for reporting fuel use.
- e. At the time of award by the RDOS, the successful proponent is expected to enter into a Contracting Services Agreement with the RDOS. An example of the terms and conditions included in the agreement is attached to this RFQ as Appendix A.

Please send your quote and requirement documentation via email, mail, or fax to attention:

**Ms. Zoe Kirk,
Supervisor, RDOS Pest Control Programs
Regional District of Okanagan- Similkameen
101 Martin Street
Penticton, BC V2A 5J9**

**Fax: 250.492.0063/ Phone: 250.490.4110
Email: zkirk@rdos.bc.ca**

CLOSING TIME: Request for Quotation closes: 4:00 pm, Thursday, January 31, 2019

Note: Insurance and WCB Requirements

If awarded this RFQ, the Proponent shall provide proof of Comprehensive General Liability Insurance of not less than \$5,000,000.00 inclusive per occurrence for bodily injury and property damage and shall include coverage for:

- 1. premises, activities and operations liability
- 2. blanket contractual liability
- 3. cross liability
- 4. contingent employer's liability
- 5. owners and Contractors protective liability
- 6. employees as additional insureds
- 7. personal injury
- 8. broad form loss of use
- 9. owned and non-owned automobile liability
- 10. the Regional District as an additional insured

The Proponent shall, at all times, indemnify and save harmless the Regional District and its officers, directors, agents, and employees from and against all claims, damages, losses and expenses arising from

personal injury, death, or damage to third party property to the extent directly attributable to the negligent acts, errors, or omissions of the Contractor.

The Regional District shall, at all times, defend, indemnify, and save harmless the contractor and its agents, officers, directors, and employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, court and arbitration costs, arising out of or resulting from the Services performed by the contractor, inclusive of any claims made by third parties, or any claims against the contractor arising from the acts, errors, or omissions of the Regional District, its employees, agents, contractors, and subcontractors. Such indemnification shall not apply to the extent such claims, damages, losses, and expenses, including but not limited to reasonable attorney's fees, court and arbitration costs arising out of the negligent acts, errors or omissions of the Regional District.

NOTE: PLEASE RETURN COMPLETED COPY OF ORIGINAL REQUEST FOR QUOTE FORM

DATE: _____

NAME: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

SIGNATURE OF SIGNING OFFICER: _____

The Regional District recognizes that "Best Value" is the essential part of purchasing a product and/ or service and therefore the Regional District may prefer a Proponent with a higher price, if it offers greater value and better serves the Regional District's interests, as determined by the Regional District.

REQUEST FOR QUOTES EVALUATION FORM

Proponent's Name: _____

Project Title: Helicopter Flight Services for Mosquito Control 2019 – 2023

Evaluation Date: _____

Evaluator: _____

Step 1:		YES	NO
Mandatories	Quotation received prior to closing		
	Two working pesticide hoppers		
	Helicopter must have carrying capacity for 275kg of pesticide		
	Pesticide storage area available		
	Project Manager identified		
	Reference List		
	Hourly rates provided – broken out for each of the 5 years of the contract; including all consumable variables such as fuel costs		
	Complete proposal as requested inclusive of all requirements		
	Proof of Insurance(s)		
Step 2:		Assigned Points	Points
Proponent	Qualifications & experience of firm and project team members	20	
	Experience and knowledge of RDOS topography inclusive of mosquito control sites	20	
	Past Performance / References	30	
	Resources, including but not limited to: hoppers, storage at local hanger, appropriate helicopter and timely availability; within 24 hours.	15	
Price	Points for Price = (lowest cost Proposal divided by Proposal being evaluated) x (25% weight)	15	
Total Score	Proponent + Price Scores	100	

1. Requests for Quotes (RFQ's) shall be reviewed by an Evaluation Team, which shall consist of at least two staff members and one manager.
2. Each Evaluation Team member shall complete the RFQ Evaluation Form for each Proposal.
3. Evaluation Team Members will use the following list of questions to complete the RFQ Evaluation Form.

Proponent Evaluation

- (i) Qualifications of Firm and Project Team Members

Are the firm and project team members specialized and qualified in the nature of the project work?

- (ii) Experience of Firm and Project Team Members

Has the firm completed similar projects during the last three years? Do the assigned project team members have experience with similar projects?

- (iii) Past Performance

Is the firm's record of past performance sound? Do reference checks reveal weaknesses? Was abnormal level of monitoring required? Does the firm consistently complete assignments on time and within budget?

- (iv) Resources

Does the firm have ample resources (e.g. staff, equipment, etc.) to apply to this project?

Price Evaluation

- (i) Total Price

4. Upon completion of Step 2, the Evaluation Team shall determine, by consensus, the score for each Proposal and will forward these scores to the Public Works Manager for his consideration to select the successful Proponent.

CONTRACTING SERVICES AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2019.

BETWEEN :

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
101 Martin Street
Penticton, British Columbia, V2A 5J9

(hereinafter called the "Regional District")

OF THE FIRST PART

AND :

(hereinafter called the "Contractor")

OF THE SECOND PART

WHEREAS the Contractor has agreed to provide certain professional services to the Regional District in connection with a certain project described as follows:

AND WHEREAS the parties hereto wish to set out herein their respective rights and obligations.

NOW THEREFORE, the Regional District and the Contractor in consideration of their mutual rights and obligations as hereinafter set forth do hereby agree as follows:

Article 1 Contractor's Duties

1.1 The Contractor shall provide to the Regional District all services set out in the Request for Quotes (attached hereto as Schedule "A") and the Contractor's submission (attached hereto as Schedule "B"), both of which form part of this agreement.

1.2 In performing the Services under this Agreement, the Contractor shall, at all times, act in the best interests of the Regional District and exercise that degree of professional skill, care and diligence required according to generally accepted professional science and engineering standards applicable to the performance of such Services at the time and place the Services are performed.

1.3 It is agreed that in awarding the professional services encompassed within this agreement to the Contractor, the Regional District has relied upon the Contractor's representations concerning the experience of certain identified personnel in the employ of the Contractor. It is

agreed that, in performing the services under this agreement, the Contractor shall assign such identified personnel to the project.

1.5 The Contractor shall request of the Regional District any information or data contained in Regional District files which the Contractor requires in order to perform the services. The Regional District is only obligated to provide to the Contractor information and data that is pertinent to the terms of reference and work program set out in Schedules "A" and "B". The Contractor may rely on such information or data as may be provided by the Regional District without independent verification.

1.6 To ensure that the Project is processed in a timely manner, the Contractor and the Regional District will apply their best efforts to meeting the following deadlines:

- a) Phone call inquiries from the Regional District will be returned within 24 hours;
- b) Public inquiries to the Contractor on technical issues will be returned within 48 hours;
- c) Meetings will be scheduled within 5 working days from date of request;
- d) Review comments for material submitted by the Contractor will be processed by the Regional District within 14 days of receipt.

1.7 Costs which have not been identified by the Contractor in the cost estimate will not be paid by the Regional District without prior approval and confirmation in writing. No payment shall be made to the Contractor for cost overruns that have not been the subject of prior notice and approval by the Regional District.

Any change in the rates charged for fees and disbursements must be approved in advance, in writing, by the Regional District.

Article 2 Fees and Disbursements

2.1 Invoices may be rendered on a monthly basis prorated to the work completed or, at the conclusion of each phase by the Contractor to the Regional District, and shall be delivered to the Regional District of Okanagan-Similkameen, 101 Martin Street, Penticton, British Columbia, V2A 5J9. Invoices shall be payable in full by the Regional District within thirty (30) days of receipt.

2.2 The Contractor shall provide all necessary and sufficient substantiation to the Regional District in order to verify any invoice upon request. If the Regional District is unable to verify any invoice within the said period, any payment by the Regional District either may be withheld or may be made and treated as an advance pending verification of the invoice.

2.3 Any necessary adjustments which have not been made prior to payment of an invoice may be made by the Regional District at the time of a later payment. If the Regional District is shown to have overpaid, the Regional District may deduct the amount from any other sums due to the Contractor from the Regional District or the Contractor shall pay the amount to the Regional District within thirty (30) days of the amount being agreed upon or otherwise established.

2.4 The Regional District may request the Contractor to submit prior to payment of the final invoice a statutory declaration or other proof that there are no outstanding costs, assessments, liens or claims in connection with the project.

Article 3 Confidentiality, Ownership and Use of Documents and Materials

3.1 The Contractor shall act in a confidential manner and make his best efforts to keep confidential all communications, plans, specifications, reports or other information used in connection with the project unless the same are stated by the Regional District to be in the public

domain except as required by law; or by prior written consent of the Regional District. The Contractor shall instruct all his employees and agents of the obligations under this Article.

3.2 All drawings, plans, designs, specifications, photographs, digital data, and other intellectual properties and materials developed exclusively for the Work are the property of the Regional District regardless of whether the project proceeds and the Regional District reserves the copyright, patent and trademark therein and in the work executed there from and they shall not be used on any other work without the prior written agreement of the Regional District.

3.3 The Regional District acknowledges and agrees that the Contractor's Services have been provided for a specific purpose. Any reuse, modification, or misuse of the Contractor's reports, drawings, plans, designs, specifications, processes, documents, or other information by the Regional District or third parties shall be at the Regional District's sole risk and responsibility.

Article 4 Special Tools and Equipment

4.1 All necessary special tools, equipment and other things shall be acquired by the Contractor solely at the Contractor's cost and shall be the property of the Contractor unless the Regional District specifically authorizes the purchase of a specific item at the Regional District's expense.

4.2 The cost of special tools, equipment and other things that have not been specifically identified in detail by the Contractor or specifically authorized in writing by the Regional District during performance of the project shall be considered to be within the overhead of the Contractor.

Article 5 Termination and Suspension

By the Regional District :

5.1 If the Contractor is in default in the performance of any of his material obligations set forth in this agreement, then the Regional District may, by written notice to the Contractor, require such default to be remedied.

If, within thirty (30) days after delivery of such notice, such default shall not have been corrected or reasonable steps to correct such default have not been taken, the Regional District may, without limiting any other right or remedy the Regional District may have, immediately terminate this agreement and discharge its obligations under this agreement by paying for the cost of the services rendered and disbursements incurred by the Contractor and remaining unpaid as of the effective date of the termination.

5.2 If the Regional District decides for any reason not to proceed with the Project, the Regional District may terminate this agreement by giving thirty (30) days prior written notice to the Contractor. Upon receipt of such written notice, the Contractor shall perform no further services other than those reasonably necessary to close out the project.

In such event, the Contractor shall be paid by the Regional District for all services performed and all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination.

By the Contractor:

5.3 If the Regional District is shown to be in default in performance of any of its material obligations set forth in this agreement, then the Contractor may, by written notice to the Regional District, require such default to be corrected.

If, within thirty (30) days after receipt of such notice such default shall not have been corrected, or reasonable steps have not been taken to correct such default, the Contractor may, without limiting any other right or remedy he may have, immediately terminate this agreement. In such an event, the Contractor shall be paid by the Regional District for all services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination.

5.4 If the Contractor's services are suspended by the Regional District at any time for more than thirty (30) days through no fault of the Contractor, then the Contractor shall have the right at any time until such suspension is lifted by the Regional District, to terminate this agreement upon giving written notice thereof to the Regional District.

In such event, the Contractor shall be paid by the Regional District for all services performed and all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such suspension.

Article 6 Compliance With Laws

6.1 The Contractor shall comply with all applicable bylaws and regulations of the Regional District and all applicable laws of the Province of British Columbia and the Government of Canada. Without restricting the generality of the foregoing, the Contractor shall abide by all provisions of the Workers' Compensation Act of British Columbia and upon request by the Regional District shall supply proof that all assessments have been paid.

6.2 The laws of the Province of British Columbia shall govern this agreement and any arbitration or litigation in respect thereof.

Article 7 Insurance

7.1 At the time of signing this Contracting Services Agreement, the Contractor shall provide, maintain, and pay for Comprehensive General Liability Insurance on an occurrence basis for the Contractor with insurance limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury and property damage and shall include coverage for:

1. premises, activities and operations liability
2. blanket contractual liability
3. cross liability
4. contingent employer's liability
5. owners and Contractors protective liability
6. employees as additional insureds
7. personal injury
8. broad form loss of use
9. owned and non-owned automobile liability
10. the Regional District as an additional insured

7.2 The Contractor shall provide, maintain, and pay for insurance on Equipment rented or owned by the Contractor to its full insurable value.

7.3 The Contractor shall, at all times, indemnify and save harmless the Regional District and its officers, directors, agents, and employees from and against all claims, damages, losses and expenses arising from personal injury, death, or damage, inclusive of claims made by third parties, to the extent directly attributable to the negligent acts, errors, or omissions of the Contractor.

The Regional District shall, at all times, indemnify and save harmless the Contractor and its officers, directors, agents, and employees from and against all claims, damages, losses and expenses arising from personal injury, death, or damage, inclusive of claims made by third parties, to the extent directly attributable to the negligent acts, errors, or omissions of the Regional District.

Article 8 Arbitration

8.1 All matters in dispute under this agreement may, with the concurrence of both the Regional District and the Contractor, be submitted to arbitration to a single arbitrator appointed jointly by them and the provisions of the Commercial Arbitration Act shall apply.

8.2 No one shall be nominated to act as arbitrator who is in any way financially interested in the project or in the affairs of either the Regional District or the Contractor.

Article 9 Independent Contractor

9.1 Nothing in this agreement or the Contractor's performance of his duties under this agreement shall constitute or create an employer-employee relationship. The Contractor shall act solely as an independent contractor and not as an employee or agent of the Regional District and is not authorized to create obligations on the part of the Regional District to third parties.

Article 10 Waiver

10.1 Any failure of the Regional District at any time to enforce or require strict compliance with any of the terms of this agreement shall not constitute a waiver or relinquishment of any such terms and the same shall remain at all times in full force and effect.

Article 11 Records and Audit

11.1 The Contractor shall keep reasonable and proper records, accounts, statements and other relevant documents for a period of not less than twelve (12) months after completion of the Project or for such extended period as the Regional District may request in advance and in writing.

11.2 The Contractor shall permit the Regional District to inspect, audit and copy all records, accounts, statements and other relevant documents of the Contractor relating to the Project at all reasonable business hours in the offices of the Contractor unless otherwise agreed in writing by the parties.

Article 12 Successors and Assigns

12.1 This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, administrators, successors and assigns.

12.2 Neither party may assign this agreement without the prior consent in writing of the other, which consent shall not be unreasonably withheld.

Article 13 Term

13.1 The parties hereto agree that the Term of this Contracting Services Agreement will be from ___ to ____.

Article 14 Entire Agreement

14.1 This agreement constitutes the sole and entire agreement between the Regional District and the Contractor relating to the Project and supersedes all prior agreements and communications between them whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties whether expressed or implied shall form a part hereof.

14.2 The Contractor, by signing this agreement, is agreeing in writing to be the Principal Contractor and agrees to perform all the duties and responsibilities of the Principal Contractor as set out in the most current edition of the Workers' Compensation Board, Occupational Health and Safety Regulation including amendments and the duties and responsibilities normally required of a Contractor by the Workers' Compensation Board.

14.3 Wherever the masculine gender is used in this agreement it includes the feminine and body corporate where the context so requires.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and year first above written.

The signatures of the Signing Authority of the **REGIONAL DISTRICT OF OKANAGAN - SIMILKAMEEN** was hereto affixed:

Karla Kozakevich, Chair

Bill Newell, Chief Administrative Officer

CONTRACTOR
by its authorized signatories:

Authorized Signatory

Authorized Signatory

Corporate seal