

REQUEST FOR PROPOSAL

**2024/2025 Heliport Management Services**

RFP # H001-2024

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**The Resort Municipality of Whistler | November 2024**

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**Issued: Friday November 1, 2024**

**Closing Date & Time: Friday November 22, 2024 at 4p.m.**

**Contact person: James Hallisey**

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THE PREMIER MOUNTAIN RESORT COMMUNITY  
MOVING TOWARD A SUSTAINABLE FUTURE



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## 1 Introduction

The Resort Municipality of Whistler (RMOW) invites qualified proponents to submit proposals for the Heliport Management Services Contract (the Contract) to oversee the management of the Whistler Municipal Heliport (WMH).

The WMH is situated on Crown land, leased by the Province of British Columbia to the RMOW for heliport operations. The site includes six designated areas for lease to qualified helicopter companies, as well as a larger area where itinerant helicopters can land for a fee. The selected proponent will serve as the “Heliport Ambassador,” overseeing all aspects of the daily operations and maintenance of the WMH.

This Contract is envisioned as a 1-year pilot project (November 2024 – December 2025), with the potential for extension through to the end of 2026. Individuals or companies are encouraged to propose methodologies that align with the services outlined in this Request for Proposals (RFP) and address potential cost efficiencies. A specific staffing model is not required, recognizing that the services required may not necessitate a full-time position.

Proponents will be paid monthly for specific items outlined in Section 2.1 Scope of Work, with the possibility of additional compensation for pre-approved extra work.

We look forward to reviewing innovative proposals that meet the outlined requirements and contribute to the successful management of the WMH.

## 2 Specific Requirements

### 2.1 Scope of Work

The scope of work for the Contract includes the following:

#### 2.1.1 Operational Management:

- Oversee the contracted snow clearing and road maintenance services for public areas and itinerant parking pads.
- Collect fees from itinerant users landing at the WMH who do not have a permanent lease but use the facility on an occasional or one-time basis. Proponents are asked to include how they plan to collect fees from itinerant users in their proposal.
- Ensure leaseholders comply with RMOW insurance and environmental standards by regularly monitoring and documenting the condition of each leased area. A list of leaseholders and the relevant insurance and environmental standards will be provided to the Heliport Ambassador.

#### 2.1.2 Maintenance Responsibilities:

- Perform maintenance activities, including upkeep of fencing, signage, weed removal, and occasional tree topping, and additional maintenance activities as required.

#### 2.1.3 Compliance Oversight:

- Monitor tenant leaseholder flights to ensure compliance with established rules.
- Regularly track and document flight movements.
- Recommend updates to heliport rules as needed.

#### 2.1.4 Capital Project Management:

- Develop plans and cost estimates for required or requested capital projects (e.g., fencing, road upgrades).
- Submit plans to RMOW and, upon approval, manage the capital upgrade project.

#### 2.1.5 Regulatory Liaison:

- Liaise with Transport Canada as necessary.

#### 2.1.6 Communications:

- Act as the primary point of contact for leaseholders seeking operational information or providing feedback related to operations, ensuring they have a designated contact email and phone number to reach the Heliport Ambassador directly.
- Serve as the primary point of contact for itinerant pilots seeking operational information about the Airport, such as fuel availability and parking locations.

## 2.2 Deliverables

The deliverables for the Contract include:

### 2.2.1 Monthly report:

The submission of a monthly report detailing activities and compliance measures. The report must follow a format approved by the RMOW and be submitted within seven days of the end of each month. The report must include:

#### **Operations management**

- Summary of monthly itinerant user fees collected.

#### **Maintenance Responsibilities**

- Documentation of completed maintenance activities, such as fencing upkeep, signage maintenance, weed removal, and any (infrequent) tree topping, and other maintenance activities with supporting evidence.
- Submission of all contractor invoicing.

#### **Compliance Oversight**

- Ensure the heliport complies as necessary with Transport Canada's [Standard 325 - Heliports](#), which outlines the minimum technical specifications required under the Canadian Aviation Regulations (CARs). CARs are the rules governing civil aviation safety in Canada.
- Regular reports on the condition of each tenant lease area, with written observations and photos.
- Documented observations and records of tenant flight movements, demonstrating adherence to heliport rules.

### 2.2.2 Annual report:

The submission of an annual report detailing activities and compliance measures. The report must follow a format approved by the RMOW and be submitted within 15 days of the end of the calendar year. The report must include:

#### **Compliance Oversight**

- Provide recommendations for updates to heliport rules, as needed, based on observations of tenant compliance.

#### **Summary of monthly reports**

- Provide a summary of monthly reports in a format accepted by the RMOW.

### 2.2.3 Capital Project Management:

- Develop an annual plan and cost estimates for required or requested capital projects (e.g., fencing, road upgrades), including any necessary supporting documentation.
- Manage capital upgrade projects, providing regular progress reports and completion documentation.

### 2.2.4 Regulatory Liaison:

- Documentation of any interactions or communications with Transport Canada, including reports or updates as necessary.

- Any requested ad-hoc reports or information related to heliport management.

## 2.3 Available Resources

Appendix A - Survey layout of tenant lease areas

## 3 Proponent Response

### 3.1 Proposal Format

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent's response, and ensure each proposal receives full consideration:

- Total electronic individual file size shall be less than 9MB.
- All pages should be consecutively numbered;
- An unaltered and completed Form of Proposal is to be used as the cover page;
- The proposal should include sections as detailed below.

### 3.2 Executive Summary

High level, concise summary of project understanding and overall proposal contents

### 3.3 Proposed Work Plan & Schedule

Proposals should include a Work Breakdown Structure (WBS) or similar breakdown to define the Work Plan. The work plan will detail a plan/strategy to meet the objectives of the scope of work.

### 3.4 Proposed Costs

Proposals shall provide a monthly fee for completing the required work.

### 3.5 Proponent Qualifications

Proposals should include a brief summary of the Proponent's skills, along with resumes of team members. If any team members are changed during the evaluation or post-bid process, their resumes must be submitted to the RMOW for approval. Additionally, at least one client reference is required.



## 4 Proponent instructions

This is a Request for Proposal (RFP) and is not a contract tender call. No contractual, tort or other legal obligations are created or imposed on the RMOW by this RFP or by submission of any proposal or by consideration of, or failure or refusal to, consider any proposal by the RMOW. Further, the Contract, when executed, is the sole source of any contractual obligation on the RMOW with respect to the project.

Throughout this document reference is made to the “Proponent” as the entity preparing the response to the RFP. The term “Contractor” is used to represent the Proponent after the Contract is signed.

The “Preferred Proponent” is the Proponent judged to have the “best overall proposal” which will be selected to enter into negotiations leading to a Contract with the RMOW. If negotiations are unsuccessful, the next highest rated Proponent may be deemed to be the Preferred Proponent and negotiations would be commenced with them.

### 4.1 Submission & Award

The Proposal can be submitted via email to the RMOW at:

Name: James Hallisey, P. Eng – General Manager of Infrastructure Services  
Email: [jhallisey@whistler.ca](mailto:jhallisey@whistler.ca)

The proposal should be submitted with the price quoted in \$CDN for the SOW defined in Section 2.1 on or before: Friday, November 22, 2024, at 4:00p.m.

Following the closing date, the RMOW intends to provide a Notification of Award to the preferred Proponent on or before: Friday December 13, 2024 at 4:00p.m.

### 4.2 Inquiries

All inquiries related to this RFP should be directed in writing (by email) to:

Name: James Hallisey  
Email: [jhallisey@whistler.ca](mailto:jhallisey@whistler.ca)  
Phone: 604-935-8196

Please clearly identify the RFP number and title when submitting a question.

### 4.3 Addenda

The final day for questions is 5 business days before the closing date. If the RMOW determines that an amendment is required to this RFP, the RMOW will post the amendment on the RMOW websites no less than 3 calendar days prior to closing.

### 4.4 Duration of Proposal

The Proposal will be irrevocable and open for acceptance by the RMOW for a period of 60 calendar days from the day following the closing date, even if the Proposal of another Proponent is accepted by the owner.

#### 4.5 No Contract

This RFP is an invitation for Proposals (including prices and terms) for the convenience of all parties. It is not a tender and no obligation of any kind will arise from this RFP or the submission of a Proposal. The RMOW may negotiate changes to any terms of a Proposal, including terms in Sections 2, 3, 4, 6 and 7, including prices; and may negotiate with one or more Proponents, or may at any time invite or permit the submission of a Proposal (including prices and terms) from other parties who have not submitted Proposals.

#### 4.6 Acceptance

A Proposal will be an offer to the RMOW which the RMOW may accept within 60 days by sending a Notice of Award to the Proponent. Note that the RMOW will select the proposal that it deems, in its sole and absolute discretion, demonstrates the best combination of corporate qualifications, technical capability, project understanding, proposed approach to achieving the specified goals, and estimated total costs.

#### 4.7 Right to Reject

The RMOW is not bound to accept the lowest price proposal, nor is the RMOW in any way bound to award the project to any of the Proponent proposals. The RMOW reserves the right to reject any or all proposals for any reason whatsoever.

#### 4.8 Liability for Errors

The information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the RMOW, nor is it necessarily comprehensive.

#### 4.9 Responsibility

The Proponent shall not transfer responsibility to meet the obligations of this contract to a third party without the consent, in writing, of the RMOW project manager.

#### 4.10 No Collusion

Proponents shall not directly or indirectly communicate with any other Proponent regarding the preparation or presentation of their proposals, or in connection with the Proposal engage in any collusion, fraud or unfair competition.

#### 4.11 Conflict of Interest

A Proponent must disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the RMOW, its elected or appointed officials or employees. The RMOW may rely on such disclosure.

#### 4.12 Solicitation of Council Members and RMOW Staff

Proponents and their agents will not contact any member of the RMOW Council or RMOW staff with respect to this RFP, other than the contact person named in Section 4.1 at any time prior to the award of a contract or the cancellation of this RFP.

#### 4.13 Confidentiality

All Proposals become the property of the RMOW and will not be returned to the Proponent. All Proposals will be held in confidence by the RMOW unless otherwise required by law. Proponents should be aware the RMOW is a "public body" defined by and subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

#### 4.14 Proponents Expenses

Proponents are solely responsible for their own expenses in preparing and submitting Proposals, and for any meetings, negotiations or discussions with the RMOW or its representatives and contractors, relating to or arising from the RFP. The RMOW will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a contract, or other activity related to or arising out of this RFP.

#### 4.15 Proponents Qualifications

By submitting a Proposal, a Proponent represents that it has the expertise, qualifications, resources, and relevant experience to supply the services requested.

#### 4.16 Contract Terms and Conditions

The successful Proponent, prior to Notice to Proceed, will sign the Terms and Conditions as outlined in the RMOW Professional Services agreement attached in Section 10.

#### 4.17 Insurance

At its' own expense and prior to the commencement of the term of the Contract, the Proponent shall obtain and maintain or cause to be obtained and maintained in force during the term of the Contract, insurance acceptable to the RMOW where the RMOW is named as additional insured with limits not less than those shown for each respective item as follows:

<b>Insurance</b>	<b>Contractor</b>
<i>Commercial General Liability (CGL)</i>	\$2 million per occurrence
<i>Automobile Liability</i>	\$2 million per occurrence
<i>Umbrella or Excess Liability</i>	To bring CGL or auto liability to \$2million

#### 4.18 Subcontracting

Proposed subcontractors must be listed with attached resumes. A joint proposal submission must indicate which Proponent has overall responsibility of the project.

#### 4.19 Signature

The legal name of the person or firm submitting the Proposal should be inserted in the Form of Proposal (Section 8). The Proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;
- If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venture should be included, and each partner or joint venture should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the RMOW that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venture is a corporation then such corporation should sign as indicated in subsection (a) above; or
- If the Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

## 5 The RMOW's Commitment to Sustainability

The Whistler community understands that sustainability is not just about the environment; that three concepts (ecological integrity, fiscal viability, and social justice) point to a larger and integrated strategy, and that these three concepts lead to better decisions when considered together.

The RMOW is looking for proposals that clearly understand our community's values and measurably move our community further along the journey toward success and sustainability as articulated within our OCP. More information is available at [Whistler's Vision and OCP](#) for reference in the proposal process.

## 6 Evaluation and Selection

<b>Understanding</b>	<b>20</b>
<ul style="list-style-type: none"> <li>Understanding of management requirements</li> <li>Clarity of the proposal (concise, consistent)</li> </ul>	
<b>Proposed Work Plan &amp; Schedule</b>	<b>20</b>
<ul style="list-style-type: none"> <li>Detailed Work Plan, based on Work Breakdown Structure, descriptions of tasks.</li> </ul>	
<b>Proponent Qualifications</b>	<b>30</b>
<ul style="list-style-type: none"> <li>Reputation, proven performance and relevant experience of the Proponent</li> <li>Proponent's experience with similar work</li> <li>Technical and management capability, capacity, skills and qualifications of the Proponent and any proposed subcontractor(s)</li> <li>References for similar work</li> </ul>	
<b>Cost</b>	<b>30</b>
<ul style="list-style-type: none"> <li>Price in \$CDN to complete the SOW.</li> </ul>	

## 7 Evaluation Team

The evaluation of Proposals will be undertaken by the Evaluation Team on behalf of the RMOW. The Evaluation Team may consist of one or more persons at the Evaluation Team's discretion. The Evaluation Team may consult with other RMOW staff, or third party consultants at their discretion.

### 7.1 Mandatory Criteria

Any Proposal that does not satisfy all mandatory criteria will be rejected.

The Form of Proposal must be completed and signed by an authorized representative of the Proponent.

Proposals must be in English.

## 8 Criteria

The RMOW reserves the right to select the Proponent best suited for the work and intends to evaluate proposals as fairly as possible. The RMOW reserves the right to make changes to the evaluation process prior to the proposal submission date.

The RMOW has disclaimed any intention to assume contractual or other obligations to Proponents during the RFP process partly to ensure that it retains maximum flexibility in regard to whether it proceeds, whether it proceeds with one of the Proponents, or how it will evaluate proposals. While the RMOW intends to evaluate proposals as fairly as possible, Proponents should be aware the RMOW may evaluate proposals on any basis whatsoever, whether specifically identified in this document or not.

If a proposal is determined to be unclear or deficient in some aspects, but these deficiencies are capable of being clarified or rectified, the RMOW may prepare a list of questions for the Proponent, to clarify or remedy the deficiencies. If, in the opinion of the RMOW, these clarifications and rectifications do not overcome the deficiencies, the RMOW, at its sole and absolute discretion, may decide to reject the proposal. The RMOW may contact any of the Proponents to seek further clarification and information before awarding the contract.

## 9 Form of Proposal

RFP Title: Heliport Management Services  
 RFP Reference No: H001-2024  
 Legal Name of Proponent: \_\_\_\_\_  
 Contact Person and Title: \_\_\_\_\_  
 Business Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

Dear Sir/Madam:

I/We, the undersigned duly authorized representative of the proponent, having received and carefully reviewed all of the Proposal documents, including the RFP and any addenda to this RFP. Having full knowledge of the Site(s), and having fully informed ourselves as to the intent, difficulties, facilities and conditions relevant to performing the Services, submit this Proposal in response to the RFP.

I/We confirm that this proposal is accurate and true to best of my/our knowledge.

I/We confirm that, if I/we am/are awarded the Agreement, I/we will at all times be the “prime contractor” as provided by the Worker's Compensation Act (British Columbia) with respect to the Services. I/we further confirm that if I/we become aware that another contractor/contractor at the place(s) of the Services has been designated as the “prime contractor/contractor”, I/we will notify the RMOW immediately, and I/we will indemnify and hold the RMOW harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the RMOW in connection with any failure to so notify the RMOW.

This Proposal is submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2023

I/We have the authority to bind the Proponent.

\_\_\_\_\_  
 (Name of Proponent)

\_\_\_\_\_  
 (Name of Proponent)

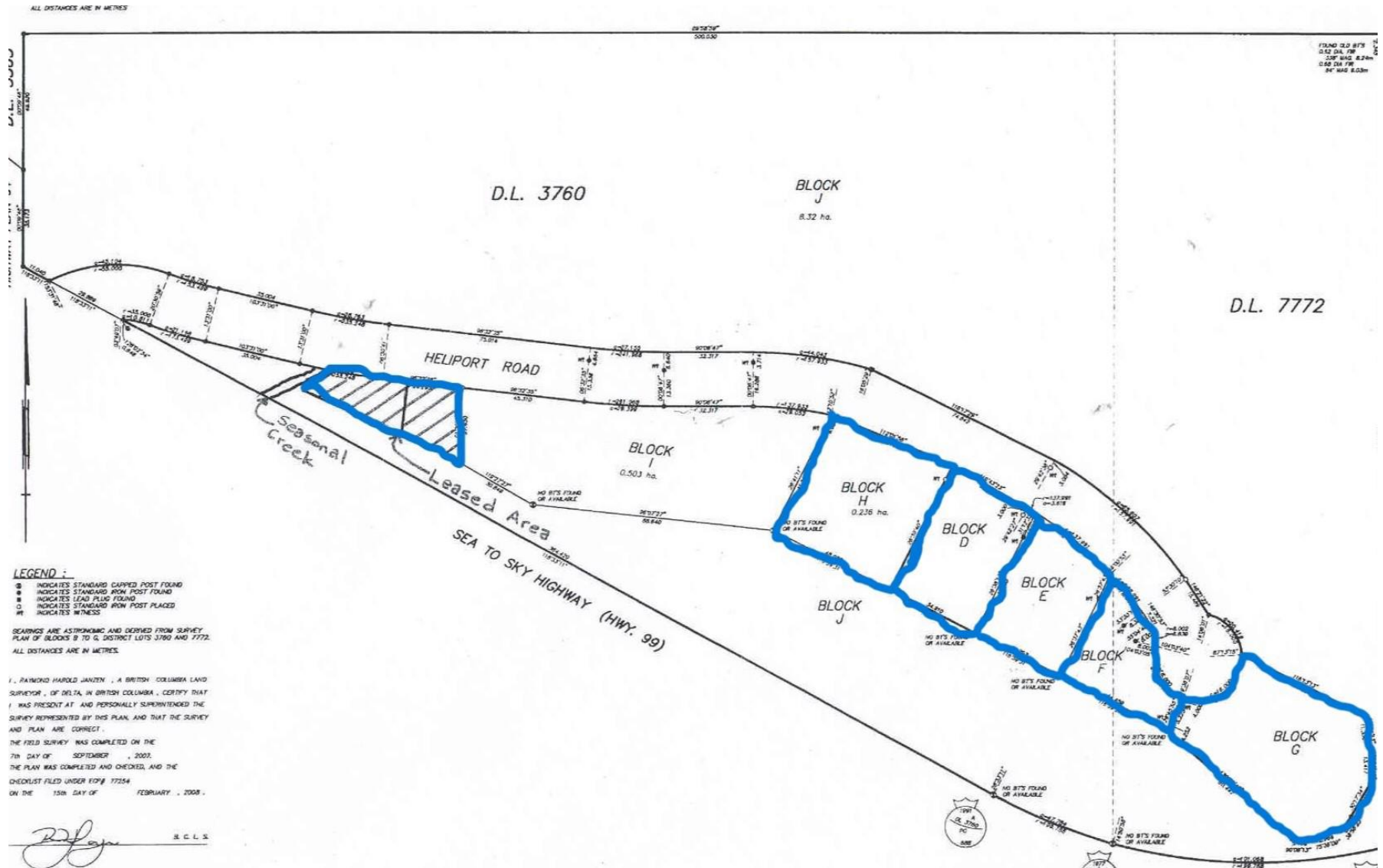
\_\_\_\_\_  
 (Signature of Authorized Signatory)

\_\_\_\_\_  
 (Signature of Authorized Signatory)

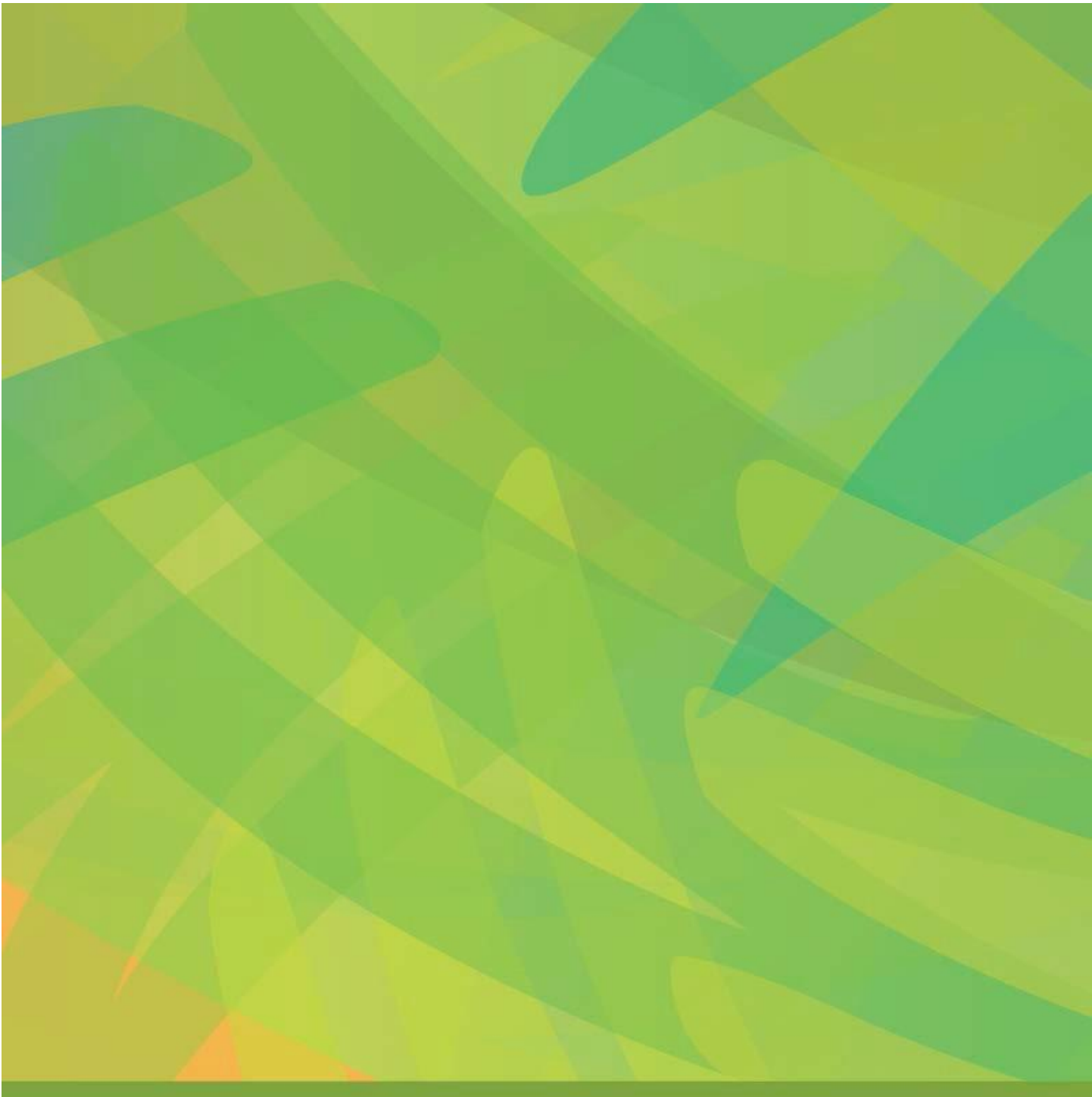
\_\_\_\_\_  
 (Print Name and Position of Authorized Signatory)

\_\_\_\_\_  
 (Print Name and Position of Authorized Signatory)

## Appendix A: Survey Layout of Tenant Lease Areas







## The Resort Municipality of Whistler

**Host Mountain Resort**  
2010 Olympic and Paralympic  
Winter Games

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