



REQUEST FOR PROPOSAL

Penticton Yacht Club Boat Launch Repairs

Issue Date: December 4, 2018

RFP Closing Time: 4:00 pm PST

RFP Closing Date: December 18, 2018

Attn: Graham Perrie

**Penticton Yacht Club
293 Marina Way
Penticton, BC V2A 1H5
*pentictonyachtclub@outlook.com***

Proposals received after the Closing Time and Date will not be considered. Penticton Yacht Club ("PYC") cannot guarantee that emailed Proposals are received. If no reply email is received from PYC confirming receipt of an emailed Proposal, please contact PYC to confirm receipt, or arrange to submit the Proposal via alternate means before the Closing Date and Time. Please note PYC will not be responsible for any transmission problems that may occur. Faxed copies will not be accepted.

Project Work Target Completion Date: April 2019

PROJECT OVERVIEW:

PYC is requesting submission of Proposals from qualified contractors to install a precast boat ramp.

CONTENT OF PROPOSAL:

One (1) complete original printed copy and/or one (1) complete electronic copy in PDF format must be submitted.

The following documents must be included in the Proposal submission:

a. A completed, signed and dated Proposal Submission Form. A copy of this form is included in Schedule 'B'.

b. A description of the proponent's capabilities, background and experience that make it well suited to this project (the "Proponent"). The profile will also include the Project Manager ("Manager") who will be the main contact for PYC.

c. A detailed work plan outlining all relevant and major tasks along with the personnel, estimated hours, hourly rates and total estimated costs for each task as well as detailed breakdown of anticipated disbursements including, but not limited to vehicle costs, mileage, travel, meals, lodging, and administrative support.

d. A total fee amount as well as a rate per hour for additional services upon request. Proposals should include a total fee amount that identifies expenses associated with the Proposal. Rates for any value added items outside of the RFP scope of work should be included.

APPLICABLE LAWS

The law applicable to this RFP shall be the law in effect in the Province of British Columbia. In carrying out its obligations hereunder, the Proponent shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications, and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law.

NO OBLIGATION TO PROCEED

Though PYC fully intends at this time to proceed with the RFP, PYC is under no obligation to proceed. The receipt by PYC of any information (including any submission ideas, plans, drawing, models or other materials communicated or exhibited by any intended Proponent or on its behalf), shall not impose any obligations on PYC. There is no guarantee PYC, its members, employees or agents, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with PYC.

ADDENDA AND SUBSEQUENT INFORMATION

Proponents are advised that all subsequent information will be included in an Addenda which may be issued up to 48 hours prior to Closing Date and Time. After this time, the RFP will be considered complete and no further addenda will be issued.

COST OF PREPARATION

Any cost incurred by the Proponent in the preparation of this Proposal will be borne solely by the Proponent.

INTENTION OF PYC

The Proponent that submits to PYC the Proposal that best represents the interests of PYC may be awarded the Contract. PYC reserves the right to accept or reject all or part of the RFP, however, PYC is not precluded from negotiating with the Successful Proponent to modify its Proposal to best suits the needs of PYC.

REJECTION OF PROPOSALS

PYC reserves the right to reject, at PYC's sole discretion, any or all Proposals. As

it is the purpose of PYC to obtain a Proposal most suitable to its interests and what it wishes to accomplish, PYC has the right to waive any irregularity or insufficiency in any Proposal submitted and to accept the Proposal which is deemed to provide the Best Value to PYC.

CONFIDENTIALITY OF PROPOSALS

PYC will endeavor to keep all Proposals confidential. The material contained in the Proposal from the successful Proponent will be incorporated in a Contract and Information which is considered sensitive and/or proprietary shall be identified as such by the Proponent. technical or commercial information included in the PYC Contract shall not be released if PYC deems such releases inappropriate, subject to the *Freedom of Information and Protection of Privacy Act*.

CONFIDENTIALITY OF PYC'S INFORMATION All Proponents and any other persons who, through this RFP process, gains access to PYC's confidential financial information, are required to keep strictly confidential all information which in any way reveals confidential business, financial or investment details, programs, strategies or plans learned through this RFP process.

ACCEPTANCE OF PROPOSAL

PYC shall not be obligated in any manner to any Proponent whatsoever until a Contract has been duly executed relating to an approved Proposal. No act of PYC other than notification by PYC shall constitute an acceptance of a Proposal. Such acceptance shall bind the successful Proponent to execute in a manner satisfactory to PYC.

INQUIRIES AND CONTACT DURING THE RFP PROCESS

General inquiries related to this RFP are to be directed to:

Attn: Graham Perrie
Penticton Yacht Club
293 Marina Way
Penticton, BC V2A 1H5
pentictonyachtclub@outlook.com

Information obtained from any other source is not official and should not be relied upon.

Proponents shall carefully examine the RFP documents and shall fully inform them the intent, existing conditions and limitations which may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the condition imposed.

Proponents finding discrepancies or omissions in the Contract or RFP, or having any doubts as to the meaning or intent of any provision should immediately notify the above-noted project contact.

SUBMITTAL DEADLINE AND INSTRUCTIONS

Delivery of Proposals to PYC prior to the Closing Date and Time is solely and strictly the responsibility of the Proponent. PYC shall not, under any circumstances, be responsible for delays caused by any delivery service, or for delays caused by any other occurrence

AMENDMENTS TO PROPOSALS

A Proponent may amend or revoke a Proposal by giving notice to PYC, delivered by hand, mail, or e-mail to the Project Office. An amendment that is received after the Closing Date and Time will not be considered and shall not affect a Proposal, as submitted.

SCHEDULE A – PROJECT DETAILS

Scope of Work

PYC is seeking proposals from qualified individuals to install a precast boat ramp panel at the existing west boat launch located at the Penticton Yacht Club.

This would include:

- removal & disposal of excess debris
- form, place, finish and installation of concrete pre-cast panels
- excavation and backfill
- inflatable cofferdam and dewatering
- the ability to work at a time of year when the water is reasonably low

Proponents should specify a proposed schedule of work, including proposed timelines.

SCHEDULE B – PROPOSAL SUBMISSION FORM



Complete and return this Proposal Submission Form
(Proposal will be received on or before 4:00PM on December 18, 2018)

PROPOSAL SUBMISSION INSTRUCTIONS:

One (1) printed original or one (1) electronic copy in PDF format of a Proposal may be hand delivered, couriered, mailed or emailed. Fax submission will NOT be accepted.

All submission must be received prior to the Closing Date and Time to:

Attn: Graham Perrie
Penticton Yacht Club
293 Marina Way
Penticton, BC V2A 1H5
pentictonyachtclub@outlook.com

Submitted by: _____

Company or Proponent's Name

Address

City

Postal Code

Company Contact:

Name:

Phone:

Email:

The Proponent confirms it has obtained and carefully examined all of the documents making up the Request for Proposal issued by Penticton Yacht Club and any addenda issued in connection therewith. The Proponent undertakes and agrees that:

EXECUTION OF CONTRACT

If the offer contained in this Proposal is accepted, upon being advised that the Contract is available, the Proponent will obtain the Contract and will execute and identify the Contract in a form and manner acceptable to PYC.

COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

If awarded the contract, the Proponent shall supply these on the date set out in the Contract and shall complete the contract within the time specified in the Contract.

ACCEPTANCE OF PROPOSAL

The acceptance of the Proposal made by PYC and will be notified to the successful Proponent at the address given in this Form of Proposal.

Executed at _____, in the Province of BC this _____ day of _____, 2018.

Print Name

per: Authorized Signatory

SCHEDULE C – SAMPLE CONTRACT
Boat Launch Repair



THIS CONTRACT made in duplicate and entered into effective as of the _____ day of _____ 2018.

BETWEEN:

Penticton Yacht Club
(hereinafter referred to as “PYC”)

AND:

(hereinafter referred to as “Contractor”)

NOW THIS CONTRACT WITNESSETH that in consideration of their mutual rights and obligations to one another as hereinafter set forth the parties hereto agree as follows:

1. Contract Description

The Work for which this contract pertains to is titled **Boat Launch Repair** and hereinafter shall be referred to as the “Project”.

2. Contract Documents

The Contract Documents, in order of precedence, for which this contract pertains, are:

- Instructions to Contractors
- General Conditions
- Schedule ‘A’ – Scope of Work

- Schedule 'B' – Proposal Submission Form
- Schedule 'C' – Contract

Where there is a conflict between the wording and interpretation of the Contract Documents the wording or interpretation contained in the Contract Document with the highest precedence shall apply.

Neither party shall assign this Contract, or any portion thereof, without the prior written consent of the other.

3. Applicable Laws

This Contract shall be governed by all applicable bylaws and regulations of PYC and all applicable laws of the Province of British Columbia and the Government of Canada.

4. Waiver

The waiver by PYC of any breach of this Contract by the Contractor, shall not require, nor be construed to require, PYC to waive any subsequent breach of the same condition, covenant, or obligation.

5. Indemnification

The Contractor shall indemnify and save harmless PYC, its elected officials, officers agents servants and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or revered against them and PYC by reason of any act or omission of the Contractor, their agents, employees or subcontractors' in the execution of the Work and shall pay all legal or other costs incurred by PYC as a result of such act or omission.

The Contractor hereby waives all right of recourse against PYC, its elected officials, officers, agents, servants and employees with regard to same to the Contractors property.

6. Entire Contract

This Contract constitutes the sole and entire Contract between PYC and the Contractor relating to the Work and completely supersedes and abrogates any prior Contract existing between PYC and the Contractor whether written or oral.

8. Notification

All Notices shall be via email transmission or writing

Notices between the parties shall be considered to have been received by the addressee:

- On the date of delivery if delivered by hand to the individual or to a member of the company for whom they are intended;
- Within one working day if sent by email; and
- Within five working days if sent by mail.

IN WITNESS WHEREOF the parties have executed this Contract on the day and year written above by their officer or person duly authorized to execute on their behalf.

Penticton Yacht Club by its authorized signatories:

CONTRACTOR by its authorized signatories:
