



REQUEST FOR QUOTATION

Penticton Yacht Club Finger Replacement

Issue Date: **October 2nd, 2019**

RFQ Closing Date: **October 22nd, 2019**

RFQ Closing Time: **4:00PM PST**

Contact:

Attn: Graham Perrie – PYC Manager

Penticton Yacht Club

293 Marina Way

Penticton, BC V2A 1H5

pentictonyachtclub@outlook.com

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

Project Work Completion Date: **April 1st, 2020**

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1. INTRODUCTION

1.1 General

This RFQ is being issued by PYC who is soliciting Quotes from qualified Contractors (“the Contractor”) with a demonstrated expertise in this type of project.

The general scope of work to be considered under the terms of the RFQ is outlined in Schedule A – Scope of Work.

The Contractor must demonstrate compliance with all applicable bylaws and regulations of PYC and all applicable laws of the Province of British Columbia and the Government of Canada.

2. INSTRUCTIONS TO CONTRACTOR

2.1 Local Conditions

It is the Contractor’s responsibility, either personally or through a representative, to examine the Project site to determine local conditions and all matters pertaining to the Scope of Work. The Contractor is fully responsible for obtaining all information necessary for the preparation of the Quote. By submitting a Quote, the Contractor is confirming that he has examined the project site, or that he has specifically elected not to do so. No additional payment will be claimable or due because of difficulties experienced by the Contractor relating to any condition which was reasonably foreseeable by the Contractor qualified to undertake the Work.

2.2 Contract documents

The Contractor shall carefully examine the Contract Documents and shall fully inform themselves as to all existing conditions and any limitation that may affect the execution of the work. No consideration will be given after the submission of a Quote, to any claim that there was any misunderstanding with respect to the terms and conditions imposed by the Contract documents.

2.3 Submission of Quotes

- a. The Quote shall be submitted on the attached Quote Form as outlined in Schedule ‘B’ and include:
 - The Contractor’s legal status and business address; and
 - Signatures of a duly authorized official.
- b. The cover of the Quote shall include the name and address of the Contractor;
- c. Written amendments to a Quote will be permitted if they are received prior to the Closing Date and Time and are endorsed by the same parties who signed the original Quote. All amendments shall include the name and address of the Contractor;

- d. Contractors are advised that no Contractor shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFQ and by submitting a bid, each Contractor shall be deemed to have agreed that it has no claim;
- e. Contractors are advised to contact PYC, as per item 2.5 to discuss any questions or issues;
- f. If there is any new or clarified information provided during any phone call or meeting with any bidder, this information must be supplied to all other bidders as soon as possible;
- g. PYC will provide notification to any Contractor whose submission is being removed from consideration.

2.4 Addenda

- a. A Contractor must immediately notify PYC if they find discrepancies or omissions in the RFQ or if they have any doubt as to the meaning or intent of any part of the RFQ;
- b. All requests for an interpretation shall be addressed to:

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

- c. PYC will not be responsible for or be bound by any verbal instruction, interpretation, or explanations issued by its employees;
- d. Addenda will be provided directly to all Contractors before the Closing Date and Time;
- e. Contractors must acknowledge receipt of all addenda in their Quote;
- f. Addenda may be issued up to 48 hours prior to the Closing Date and Time.

2.5 Acceptance or Rejection of Quotes

- a. PYC reserves the right to:
 - Consider and analyze Quote submissions;
 - Meet with the Contractors, either individually or collectively, to discuss the RFQ and their submissions;
 - Negotiate any changes, amendments or modifications with the preferred Contractor, without offering the other Contractors the right to emend their Quotes;
 - Cancel this RFQ at any time without incurring liability to any Contractor;
 - Reject any or all Quotes;
 - Accept any Quote whether complete or not, and
 - Not accept the Quote with the lowest Contract Fee.

- b. A Quote may be rejected for reasons that include, but are not limited to, the following:
- PYC considers a Quote not in PYC's best interest;
 - Incomplete, conditional or non-compliant submissions;
 - Omitted or unbalanced prices;
 - Insufficient or irregular guarantees; and
 - Insufficient evidence or qualifications, experience, financial stability or capacity to perform the Work.
- c. PYC will notify the successful Contractor directly, via email transmission or written notification.

2.6 Freedom of Information

All documents, including bids, submitted to PYC become the property of PYC and are subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

2.7 Validity Period

Quotes shall remain valid and irrevocable for sixty (60) days after the Closing Date and Time.

3. TERMS AND GENERAL CONDITIONS

3.1 Definitions

In the Contract Documents, unless the context requires otherwise:

- a. Contract Documents means the documents outlined in Schedule D – Contract;
- b. Contractor means the individual, firm co-partnership, or corporation retained by PYC to perform the Work in accordance with the Contract Documents;
- c. Contractors Representative means the Contractor's representative who is responsible on a daily basis to ensure Work is completed in accordance with the Contract Documents;
- d. Equipment means anything and everything, except personal material, used by the Contractor in the performance of the Work.

3.2 Terms

- a. It is suggested PYC will provide the Contractor with 25% of the value of the Contract upon award of the Contract, 25% upon delivery of dock materials (identified in the Contract) to the Penticton Marina, 35% on or before the fifteenth (15) day following completion of the installation and 15% upon final approval & inspection. Terms to be discussed and determined prior to awarding of the Contract and may be revised if agreed to by both parties at the time of signing.

3.3 Wages and WorkSafe BC

- a. The Contractor shall comply with the requirements of the British Columbia Employment Standards Act, the Workers' Compensation Act, and all other applicable federal and provincial legislation regarding wages and labor regulations.

3.3 Liability

- a. PYC is not responsible for any risk or loss or damage to equipment supplied.

3.4 Specifications

T 6061 marine grade aluminum, grey composite decking, galvanized steel hardware, taper filled polyethylene floats (min spacing) - specifications to be discussed and determined prior submitting your written quotation to PYC, 10" galvanized cleats 4 per finger - one cleat at the front and one at the back with 2 drings at the front from the finger walkway, making a V to the boat eye, perimeter black rub rail corners stainless steel fasteners for decking and rub rails, fixed fingers (not hinged) and freeboard of the deck surface.

All quotes should include the Removal & Disposal of old dock materials.

SCHEDULE 'A' – SCOPE OF WORK

Quote #1 - D-Dock

Replacement of 8 fingers
(22" x 3")

Replacement of 8 fingers
(24' x 3')

Quote #2 - J-Dock

Replacement of 2 fingers
(20' x 3')

Quote #3 – N-Dock

Replacement of 3 fingers
(24' x 3')

Quote #4 – E-Dock

Replacement of 3 fingers
(30' x 3')

Removal & Disposal of old docks and materials

SCHEDULE 'B' – QUOTE FORM

The Contractor may provide information on a separate page if there is insufficient room on this page.

Contractor Information

Contact: _____
Company Name: _____
Address: _____
Phone: _____
Email: _____

Quote	Price Description	Total Price (including Removal & Disposal)
#1		
#2		
#3		
#4		

Total Quoted Price: _____
GST: _____
PST: _____

TOTAL QUOTED PRICE: _____

Schedule

Describe the estimated schedule to complete the project

Contractor by its authorized signatories:

SCHEDULE 'C' – SAMPLE CONTRACT

Finger Replacement



THIS CONTRACT made in duplicate and entered into effective as of the ____ day of _____ 2019.

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 hereby agree as follows:

1. Contract Description

The Work for which this contract pertains to is titled **Finger Replacement Project**

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' – Quote Form
- Schedule 'C' – Dock Map/Sample Dock Pictures

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, agent 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 Contractor's 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.

7. 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 office or person duly authorized to execute on their behalf.

Penticton Yacht Club by its authorized signatories:

Contractor by its authorized signatories:

