



Esquimalt Anglers' Association

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www.esquimalt anglers.ca

Request for Proposals

RFP No. RFP-018-001

EAA – Float Replacement Project

June 19, 2018

Esquimalt Anglers' Association
Request for Proposals

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Esquimalt Anglers' Association

REQUEST FOR PROPOSAL EAA – Float Replacement Project

RFP NO. RFP-018-001

1. Instructions to Proponents**1.1. Invitation**

The Esquimalt Anglers' Association ("EAA") invites detailed proposals from Proponents in strict accordance with these Proposal Documents (EAA, RFP No. RFP-018-001). The proposals will be evaluated for the selection of a contractor with the intent to enter into a contract (the "Contract") to provide the floats, buffer logs and related services described in Appendix "A".

The EAA is anticipating that it will be able to replace all or most of the floats during the project. The EAA is seeking a qualified contractor to build and install new floats, remove applicable used floats and install new or existing buffer logs outboard of the West floats.

A Contract will not necessarily result from this Request for Proposal ("RFP").

1.2. Closing Time and Date for Submission of Proposals

The EAA will accept three copies of each proposal, in accordance with the instructions contained herein, at the following specific physical location:

Attention: Mike Weber, EAA Representative
Esquimalt Anglers' Association
1101 Munro Street
Victoria, BC, V9A 5P1
phone: 250-385-9604
mobile: 250 889-0212

On or before the following date and time (the "Closing Time"):

Date: 19 July 2018
Time: before 1:00pm Pacific Time

The time shall be determined solely by the clock at the EAA main floor location, whether accurate or not.

The EAA reserves the right to extend the Closing Time at its sole discretion.

Proposals must not be sent by fax or electronically.

Receipt Confirmation Forms must be sent via email to: wildemike@hotmail.ca

1.3. Not a Tender

This is a Request for Proposals and not a tender call.

1.4. Proposal Documents

Each Proponent will ensure it provides its correct legal name, address, email address, and telephone number to the EAA within its Proposal Documents and Receipt Confirmation Form.

Please use and reference the above RFP number on all correspondence.

Proponents are advised to read and respond appropriately to all sections of the RFP.

Incomplete proposals may be rejected at the sole discretion of the EAA.

1.5. Inquiries

All inquiries related to this RFP must be directed in writing to the person named below (the "EAA Representative"). Information obtained from any person or source other than the EAA Representative may not be relied upon.

EAA REPRESENTATIVE:	Mike Weber
Address:	1101 Munro Street Esquimalt BC V9A 5P1
Telephone:	250 385-9604
Mobile:	250-889-0212
Email:	wildemike@hotmail.ca

Inquiries should be made no less than seven calendar (7) days prior to Closing Time. The EAA reserves the right not to respond to inquiries made less than seven calendar (7) days prior to Closing Time. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the EAA.

Proponents finding discrepancies or omissions in the RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the EAA Representative. If the EAA determines that an amendment is required to this RFP, the EAA Representative will issue a written addendum to the Proponents. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

1.6. Information Meeting

An information meeting has not been scheduled at the time of release of the RFP. Any subsequent information meeting time and location will be communicated by email to Proponents that have submitted a Receipt Confirmation Form

1.7. Addenda

If the EAA determines that an amendment is required to this RFP, the EAA will issue a written addendum to all Proponents of record that will be incorporated into, and become a part of, this RFP. Failure to acknowledge and address all addenda in a Proposal may render the Proposal invalid.

1.8. Late Proposals

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time. Proposals received after the Closing Time will be returned unopened to the Proponent.

1.9. Amendments to Proposals

Proposals may be revised by written amendment, provided they are delivered to the location set out in section 1.2. and received before Closing Time. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by section 2.3.

1.10. EAA's Right to Modify Terms and Negotiate

The EAA, at its sole discretion, reserves the right to modify the terms of the RFP at any time before the Closing Time. The EAA also reserves the right following the Closing Time, and in accordance with the terms of this RFP, to negotiate with one or more Proponents any modification or variation of the terms of the RFP, including any of the documents referred to in the definition of "Contract" herein or any modification or variation of the terms of any Proposal, including price, that the EAA considers to be in its best interests. For certainty and without

limiting the foregoing, the EAA may, for the purpose of entering into a Contract with any Proponent, amend the description of the required work included in this RFP so that it accurately reflects the services to be provided by the Proponent.

1.11. Examination of Contract Documents and Site

Each Proponent will be deemed to have carefully examined and understood the requirements and limitations of the RFP, including all attached Appendices, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal, with respect to any and all facts which may influence the decision to prepare and submit a Proposal.

2. Proposal Submission Form and Contents

2.1. Package

Proponents must submit three copies of their Proposals. Copy one must have an original signature as described in Section 2.3. Proposals must be in a sealed package and marked on the outside with the Proponent's name, title of the Project and RFP number.

2.2. Form of Proposal

Proponents must submit their Proposal in accordance with the instructions set out in Appendix "B" – Form of Proposal. See attached.

2.3. Signature

The Proposal must include a brief covering letter that is signed by a person authorized to sign on behalf of the Proponent and include the following:

- (a) If the Proponent is a corporation then the full legal name of the corporation should be included, together with the names of the 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.
- (b) If the Proponent is a partnership or joint venture then the legal name of the partnership or joint venture and the name of each partner or joint venturer should be included and each partner or joint venturer should sign personally (or, if one or more person(s) having signing authority for the partnership or joint venture should provide evidence to the satisfaction of the EAA that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above.
- (c) If the Proponent is an individual, including sole proprietorship, the full legal name of the individual must be included.

3. Evaluation and Selection

3.1. Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the EAA by the Evaluation Team. The Evaluation Team may consult with others including other EAA members, third party consultants and references, as the Evaluation Team may in its discretion decide is required.

3.2. Evaluation Criteria

The Evaluation Team will compare and evaluate each Proposal to determine the Proponent's strength and ability to provide the replacement floats and related items/services in order to determine the Proposal which provides best value to the EAA, using the following general criteria:

- (a) Pricing;
- (b) Repurposing the replaced floats with credit to the EAA;

- (c) Experience and capability of Proponents in three (3) similar float projects undertaken in the past six years;
- (d) Past performance of Proponents as solely determined by the EAA through references submitted by the Proponent; and
- (e) Innovative or value-added options as provided by the Proponents

Specific criteria and their importance are outlined in the Evaluation Form attached as Appendix "C".

3.3. Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from any Proponent with respect to any Proposal. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

3.4. Interviews

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

3.5. Negotiation of Contract and Award

If the EAA selects a leading Proponent, then it may enter into a Contract with the Proponent, or enter into discussions with the Proponent to attempt to negotiate the terms of the Contract, and such discussions may include but are not limited to negotiating amendments to the scope of deliverables and the leading Proponent's pricing.

If at any time the EAA forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, the EAA may give the leading Proponent written notice to terminate discussions, in which event the EAA may then either open discussions and/or negotiations with another Proponent or Proponents, or terminate the RFP, and obtain the deliverables in some other manner.

Proponents will be notified in writing when a Contract has been awarded.

4. General Conditions

4.1. No EAA Obligation

This RFP does not commit the EAA in any way to select a leading Proponent, or to proceed to discussions or negotiations for a Contract, or to award any Contract, and the EAA reserves the complete right to at any time reject all Proposals, and to terminate this RFP process for any reason.

4.2. Proponents Expenses

Proponents are solely responsible for their own expenses in preparing, submitting Proposals, and for any meetings, negotiations or discussions with the EAA or its representatives and contractors relating to or arising from this RFP.

4.3. No Contract

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

4.4. Conflict of Interest

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

4.5. Solicitation of EAA Members, Directors and Officers, Contractors

Proponents and their agents will not contact any member of the EAA Executive Board, EAA members or EAA contractors with respect to this RFP, other than the EAA Representative named in section 1.5, at any time prior to entering into a Contract or the cancellation of this RFP.

4.6. Disclaimers/Limitations of Liability

Neither acceptance of a Proposal nor execution of a Contract constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional or municipal statute, regulation or bylaw. It is the responsibility of the Proponent to obtain such approval, permit or license prior to commencement of the work under the anticipated Contract.

The EAA, its elected Directors and Officers, members, contractors and volunteers expressly disclaim any and all liability for representations or warranties expressed, implied or contained in, or for omissions from, this RFP package or any written or oral information transmitted or made available at any time to a Proponent by or on behalf of the EAA. Nothing in this RFP is intended to relieve a Proponent from forming its own opinions and conclusions in respect of this RFP.

The EAA, its elected Directors and Officers, members, contractors and volunteers will not be liable to any Proponent for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a 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. By submitting a Proposal, each Proponent shall be deemed to have agreed that it has no right to make such claims.

4.7. Confidentiality

The RFP documents, or any portion thereof and any other confidential information to which a Proponent may have access as a result of this RFP process, may not be used by a Proponent for any purpose other than submission of Proposals.

By submitting a Proposal, every Proponent agrees not to divulge, release or otherwise use any information that has been given to it or acquired by it from the EAA on a confidential basis as a result of or during the course of the RFP process.

4.8. Ownership of Proposals

Each Proposal submitted, as well as any other documents received from a Proponent, become the property of the EAA.

4.9. Time

The timing for the submission and receipt of Proposals and any amendments thereto shall be solely determined by reference to the EAA clock located on the main floor 1101 Munro Street.

4.10. Acceptance of Terms

The submission of a Proposal constitutes the agreement of the Proponent that all the terms and conditions of this RFP are accepted by the Proponent and incorporated in its Proposal.

Esquimalt Anglers Association
REQUEST FOR PROPOSAL
EAA – Float Replacement Project
No. RFP-018-001

RECEIPT CONFIRMATION FORM

Please complete this form and return it no later than **July 16th 2018** to:

Mike Weber, EAA Representative
Esquimalt Anglers' Association
Email: wildemike@hotmail.ca

This form must be submitted by email only.

Failure to return this form may result in no further communication regarding this RFP.

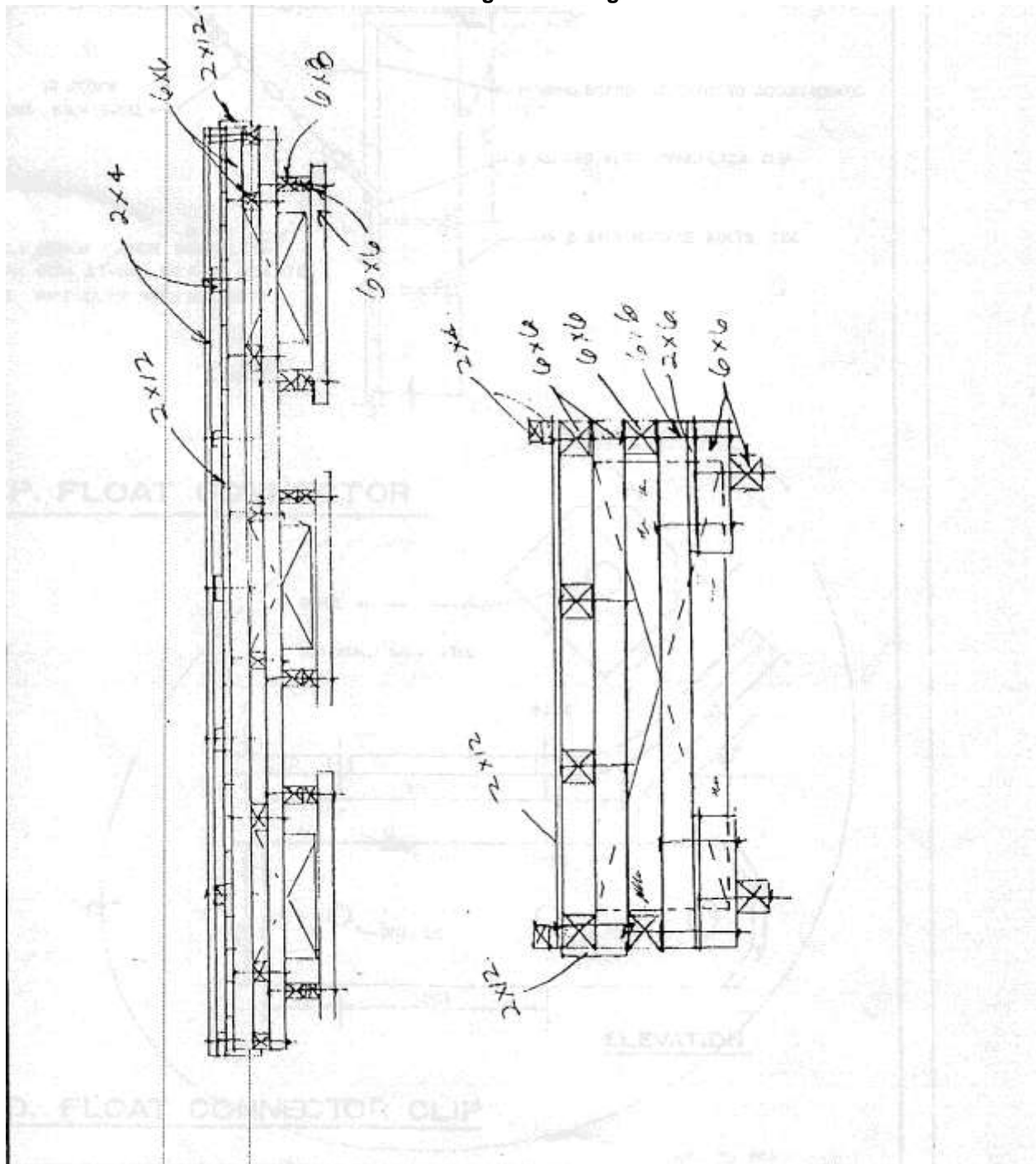
COMPANY NAME:	
ADDRESS	
ADDRESS	
CONTACT PERSON	
EMAIL	
PHONE #	
MOBILE #	

I have received a copy of the above-noted Request for Proposal, and (check one item):

- ☐ we will be submitting a proposal
- ☐ we will NOT be submitting a proposal

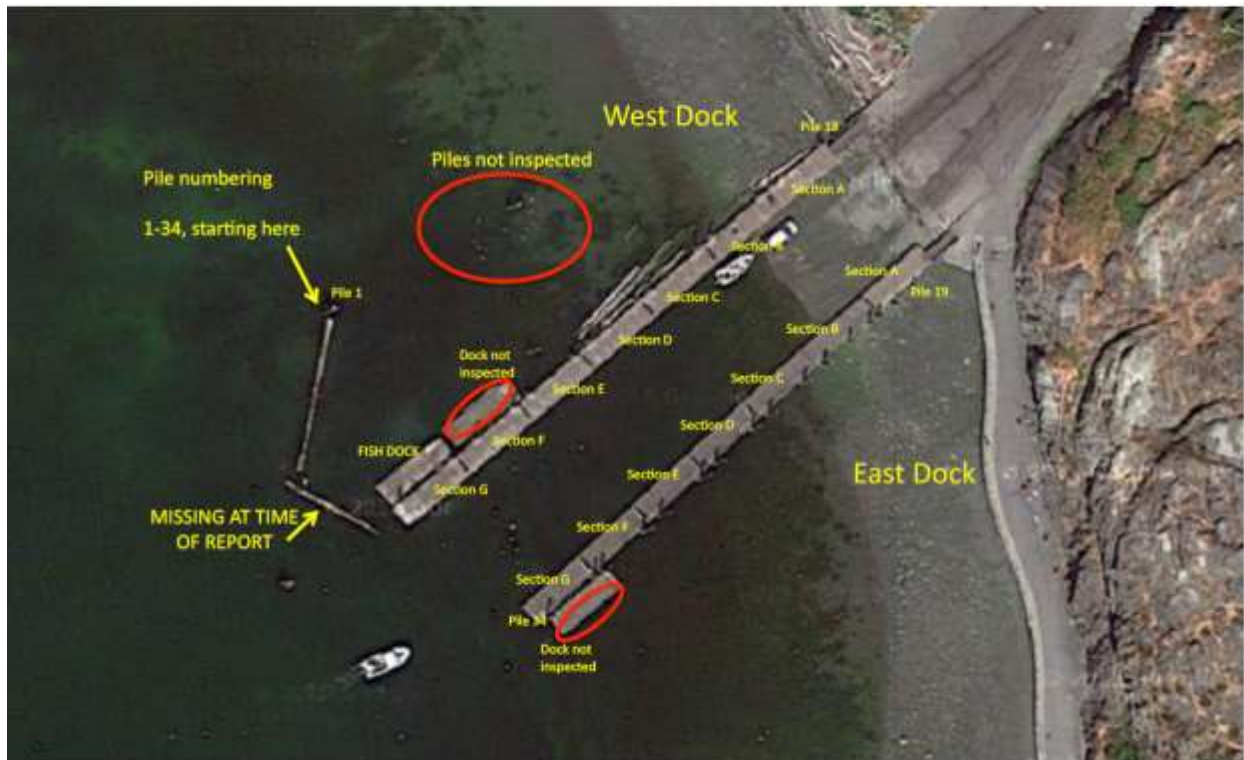
SIGNATURE:
TITLE:
DATE:

ATTACHMENT "A"
Existing Float Design



ATTACHMENT "B"
COLD WATER DIVERS REPORT

Cold Water Divers Inc, Dock and pile inspection 20 Nov 15



WEST DOCK SECTIONS REPORT IN ORDER A-G

(all foam on both docks are in bad condition, they have developed plenty of holes. They have lost a fair amount of the sprayed on vinyl coating which was to encapsulate the raw Styrofoam. Due to plenty of holes the foam has lost a large majority of its reserve buoyancy).

West Section A-G (see map for location)

- A. wood in good condition, north west corner foam is badly worn.
- B. both stringers are severely rotten, east stringer is loose.
- C. both stringers are severely rotten, plenty of wear on bottom
- D. both cross members are severely rotten, main stringers are severely rotten. This section need major attention.
- E. both stringers are severely rotten
- F. both stringers are severely rotten
- G. both cross members are severely rotten, main stringers are severely rotten. This section need major attention.

EAST DOCK SECTIONS REPORT IN ORDER A-G

East Section A-G (see map for location)

- A. minor wear on bottom stringer, overall good condition.
- B. stringers and cross members are ~20 worn.
- C. both cross members are severely rotten, main stringers are severely rotten and one is missing. This dock need major attention.
- D. both cross members are severely rotten, main stringers are severely rotten. This

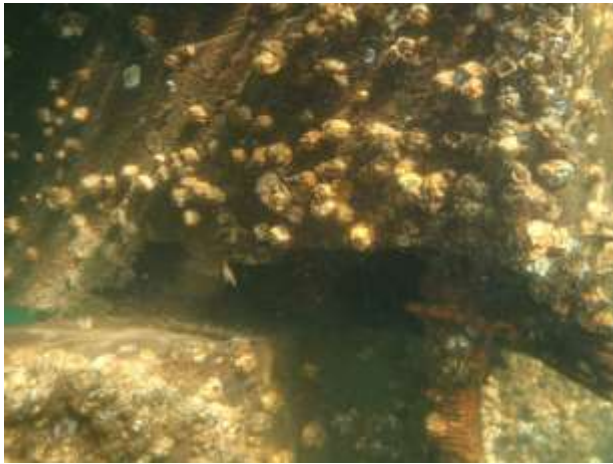
section need major attention.

E. both cross members are severely rotten, main stringers are severely rotten. This section need major attention.

F. both cross members are severely rotten, main stringers are severely rotten. This section need major attention.

G. both cross members are severely rotten, main stringers are severely rotten. This section need major attention.

Below are sample photos of marine growth/underwater crossmember/stringer condition taken in Nov 2015:



APPENDIX “A” – SCOPE OF SERVICES

RFP-018-001

EAA – Float Replacement Project

Background:

The EAA was formed in 1952 and is a BC-registered not for profit society. One of our functions is to provide and maintain a safe and efficient launch and recovery operation at Fleming Beach in Esquimalt BC.

Please note that the EAA will be keeping the current piling and pile-iron system—the existing pilings were inspected and upgraded in 2016 after the Cold Water Divers report of November 2015.

The location is protected by a breakwater and a buffer log system. The pilings for the buffer logs were inspected and upgraded when the main pilings were replaced. However, EAA requires the successful bidder to include a line item in their quote for the secure installation of buffer logs; some of which may be already available at the EAA site.

Please note that although the site is somewhat protected, it periodically experiences ocean-surge—mainly during the winter season. The replacement floats must be robust and have sufficient mass and freeboard to provide a stable platform for year-round use and to minimize wear and tear on the floats and pilings, and to provide a rub rail surface that will accommodate large and small vessels with varying freeboard.

The current float configuration has been in use for several decades. In the past, individual floats and pilings have been replaced on an as-needed basis. The floats are commercial-grade size and construction—each section is eight feet wide and 28-30 feet long. There are seven individual sections each on the East and West sides.

Please refer to our web camera at www.esquimaltanglers.ca for a general view of the float system.

Please refer to the attached drawing (Attachment A) for existing float construction and dimensions of lumber used. Please note that the existing freeboard of the floats is approximately 18-20 inches from water surface to upper deck surface. The drawing should only be considered as a reference; not a detailed requirement.

Each float section contains several foam blocks coated with a vinyl spray coating. The floats are constructed from heavy duty lumber and connecting hardware. Galvanized pile irons are attached to the floats and ride up and down the pilings. Bull-rails are installed on the inner-facing edge of each float—additionally each float has a horizontal rub-rail installed to protect hulls from damage. The existing floats are in varying states of fitness. **Please note:** Some of the floats are 28 feet in length and others are 30 feet. It's important to note the location of the existing pilings and pile irons and how they will be oriented to the replacement floats.

In November 2015, EAA contracted Cold Water Divers to inspect the float system and pilings. Their report is attached for your reference (Attachment B). No inspection has occurred since this report was provided. Generally, the East side floats are in worse condition and need replacement prior to the West side. The two East and West floats that abut the shore line are the newest ones, having been installed in 2013—the second float out from shore on the West side was replaced in 2007. In the event that not all floats are replaced as a result of the RFP, at a minimum, these 2-3 floats will be retained and repositioned by the Contractor. The successful Contractor will determine the best of the remainder for repositioning (including replacing the fish cleaning float) as required.

The EAA has a maximum budget amount to spend on the float replacement for 2018. The pricing as provided by the Proponents will determine the number of floats purchased during this replacement cycle. If the EAA cannot replace all floats due to budget constraints, the Contractor will be offered the opportunity to provide additional, identical floats as funds are available. This may take one or more years to occur.

An onsite prebid meeting has not been scheduled. However, the EAA strongly recommends that all Proponents acquaint themselves with the current float layout with an onsite visit. To its knowledge, the EAA has provided as much relevant information as it possesses related to this proposal process. However the EAA requires that each Proponent does not rely exclusively on this information in the preparation of its proposal, but creates their proposal based on their own investigations, expertise and conclusions.

Project Plan and Schedule

Work may commence immediately upon the awarding of this project.

The EAA expects the entire project to be completed no later than December 31, 2018

The Contractor is expected to provide a work, inspection and installation plan and provide bi-weekly project updates to the EAA Representative. The plan should also detail the Contractor's efforts to ensure a safe work environment in accordance with WorkSafe BC requirements and to mitigate risk and inconvenience to the general public.

Project Management

The Contractor is expected to carry out all necessary project management duties to ensure completion of project tasks, required project communication and the successful provision of project deliverables on time and within budget. In particular, the Contractor is responsible for containing project costs within the negotiated contract budget. Finally, the Contractor, working in conjunction with the EAA Representative, is responsible for maintaining project momentum and acceptable quality standards for all work produced.

Project Budget

The EAA has chosen to keep the project budget confidential to ensure that it receives best pricing/value from the Proponents. The EAA has sufficient budgetary means to replace the majority of, or ideally, all the floats during this project.

Mandatory Requirements:

All pricing must be in Canadian currency.

IMPORTANT: All Proponents must include a float design schematic in their proposals. The successful Contractor agrees that the schematic will be retained by the EAA and may be used in future float replacement solicitations.

During construction, floats must be available for inspection by the EAA and its agents. Contractor to advise when the first float is complete.

Floats must be constructed of new material.

Floats must conform to current environmental regulations.

Fir or hemlock must be used as the construction wood.

All wood used in the floats must be treated with preservatives in accordance with current, most effective and relevant CSA/CGSB wood preservative standard(s) for the West Coast marine environment as employed in Canada.

All wood surfaces exposed after cutting and drilling must be treated either by pressure treatment, or the application of the same preservative in a manner that results in similar durability.

If foam floatation blocks are used, they must be fully encapsulated in heavy duty marine grade HDPE to ensure there is no water intrusion or marine growth/damage inside floatation material.

All ferrous (non marine stainless steel) fasteners and chains must be galvanized. (hot-dipped as practicable).

The existing pile irons must be reattached to the new and repositioned floats; substantially in their existing positions.

Rubrails are required on the inner face of each float. Existing rubrails are made up of a rubber facing applied over a 1.25" diameter abs pipe. The rubrail system must provide protection to recreational vessels with varying freeboard. Please Note: The EAA may compare this line item to a third party's rubrail system and select the one that is best value. The Contractor may be required to install the other party's system.

The first two sections of floats on the East and West sides rest on the bottom during low tides. PLEASE NOTE: The first float on the East side sits canted due to the unevenness of the bottom. The Contractor must ensure its landing pad is designed so the float will be as level as possible when resting on the bottom. These floats must have a sturdy lower 'landing pad' design to accommodate this occurrence to protect their long-term fitness for use, and to ensure the floats remain fairly level when resting on the bottom.

The new floats must have similar freeboard as the existing floats, to ensure safe walking surfaces.

In addition to being attached to the pile irons, all floats must be securely fastened to each other, and provide a safe pedestrian transition zone between floats.

A minimum of one egress safety ladder must be supplied and mounted securely on the end of the two East and West floats farthest from shore. The ladders must be robust enough to withstand the marine environment and provide egress for adults and children.

The metal steps affixed to the existing shoreward floats must be retained and affixed to the new floats.

The EAA expects the replaced floats to be re-used in an environmentally responsible manner if at all possible and expects the Contractor to use their best efforts in doing so. Accordingly, EAA expects to receive a credit on a per-float basis for all floats removed by the Contractor. EAA expects that existing floats removed by the Contractor become the property of the Contractor upon their replacement with a new float. EAA would assign ownership to the Contractor on an as-is where-is basis with no warranty expressed or implied.

The successful Contractor must either:

- remove the replaced floats, repurpose them, and provide the EAA with a credit, or;
- proactively search and partner with a third party willing to do the same.
- The EAA will also search for a third party interested in using the floats. If the EAA is successful in sourcing a third party, we will determine which solution provides best value to the EAA and proceed with that option.

The new floats must be covered by a minimum one (1) year Contractor's warranty for the resolution of any manufacturing/installation defects, and a minimum term of ten (10) years for the ongoing fitness of use.

Proponents must provide three (3) references of projects of similar size and scope that they have completed in the past six years.

Preferential Criteria:

The EAA prefers to work with a Contractor that has demonstrated their ability to deliver float systems on time, on budget, and with a positive report on the fitness for use of the floats from its references. A negative reference may result in their proposal to be excluded from further consideration.

The major issue in the wear and tear of the current floats is the deterioration of the cross members and stringers below the waterline. A design that incorporates features to reduce or eliminate float deterioration below the waterline while maintaining required freeboard and mass is preferred.

APPENDIX “B” – FORM OF PROPOSAL

The following format for proposal should be used to provide consistency in proponent response and to ensure that each proposal receives full consideration by the EAA Evaluation Team.

The proposal shall contain the following components:

- **Proponent:** Name, title and contact information.
- **Demonstrated Project Experience:** Please provide a summary of up to three (3) projects that reflect similar size and scope to that of what is being requested successfully installed in the past 6 years.
- **Client References:** Provide three (3) client references. Include name, company, phone, email, and brief project description.
- **Demonstrated Practice of Corporate Social and Environmental Responsibility:** Summary information on both internal and external programs that demonstrate corporate social and environmental responsibility including innovative policies and programs, management systems, third party certifications, and measurable recent achievements.
- **Project Objectives and Scope –** Provide a description of the proponent’s understanding of the project goal and objectives. This should be a maximum of one page and should not be copied verbatim from this RFP.
- **Project Plan –** Provide a detailed outline of your project plan explaining each project task, including but not limited to:
 - float design;
 - applicable materials standards followed (e.g. wood preservation standard);
 - description of materials to be used;
 - construction methodology and timelines;
 - logistics of inspection, float delivery, installation and removal/repositioning of existing (if required);
 - communications plan related to general public, EAA and relevant authorities;
 - safety plan related to work site and EAA site during construction and installation/removal of floats.

In addition, proponents are also required to submit:

- a plan to supply and install buffer logs on the West side of floats;
- consideration for the residual value and removal of existing floats that will be replaced; and
- pricing options for subsequent float purchase within 2019-2020 if (required).
- Overview of WCB and insurance provisions (see schedule B – Insurance Requirements for more detail). Coverage must include liability for injury for the EAA, the Corporation of the Township of Esquimalt and the general public.
- Overview of risk management / safety approach during float installation/removal.
- **Project Schedule –** Include a detailed schedule of all activities, including milestones, and final deliverables for this project.

- **Fee Schedule** – Provision of a pricing schedule using the following format:

<i>Per-Float Pricing (includes taxes, delivery, installation/connection, repositioning of existing)</i>	Price per float
Up to six (6) floats	\$#
Seven (7) to eight (8) floats	\$#
Nine (9) to ten (10) floats	\$#
Eleven (11) to Twelve (12) floats	\$#
Thirteen (13) to fourteen (14) floats	\$#

<i>“Landing pad” line item</i> (special base required for the four shoremost floats that regularly rest on bottom)	Price per float
Per two (2) floats	\$#
Per four (4) floats	\$#

<i>Repurposing removed floats^{*1}</i>	
Credit to EAA per float acquired by Contractor	\$#

<i>Buffer Logs provided/installed on West side of floats</i>	
Price for complete line item	\$#

<i>Rubrail System supplied and installed on inner face of floats</i>	
Price per float for complete line item	\$#

<i>Egress Ladders supplied and installed</i>	Price per Ladder
Minimum one (1) ladder each on supplied and installed on South end of last floats (farthest from shore)	\$#

Submissions will be evaluated on the basis of the information provided in accordance with the attached evaluation criteria schedule. Care should be taken to ensure that sufficient information is provided so that an informed evaluation can be carried out in each of the areas assigned.

¹ The EAA expects the replaced floats to be re-used in an environmentally responsible manner if at all possible and expects the Contractor to use their best efforts in doing so. Accordingly, EAA expects to receive a credit on a per-float basis for all floats removed by the Contractor. EAA expects that existing floats removed by the Contractor will become the property of the Contractor upon their replacement with a new float. EAA will assign ownership to the Contractor of the used floats on an as-is where-is basis with no warranty expressed or implied.

APPENDIX “C” – EVALUATION FORM

ESQUIMALT ANGLERS’ ASSOCIATION REQUEST FOR PROPOSALS Float Replacement Project RFP-018-001

Evaluation of Proposals (Maximum 100 Points)

The following table is provided to indicate the high-level, relative weighting of this RFP’s evaluation criteria. The Evaluation Team will be reviewing proposals and assigning points while using sub-criteria in each category

Evaluation Criterion High Level Categories	Maximum Points	Proponent A	Proponent B	Proponent C	Proponent D	Proponent E
Pricing	70					
Design	10					
Repurposing Used Floats	5					
Experience and Capability	5					
References	5					
Innovative, Value-Added Options	5					
Total Points	100					

APPENDIX “D” – PRO FORMA CONTRACT FOR GOODS AND SERVICES

CONTRACT FOR GOODS AND SERVICES

THIS AGREEMENT dated for reference and made as of the [] day of [], 201[]

BETWEEN:

Esquimalt Anglers' Association
1101 Munro Street
Victoria, BC V9A 5P1

(“EAA”, “we”, “us” or “our” as applicable)

OF THE FIRST PART

AND:

[CONTRACTOR NAME]

[ADDRESS]

City, Province, X#X #X#

(“Contractor”, “you” or “your” as applicable)

OF THE SECOND PART **WHEREAS:**

- A. The EAA called for proposals for the replacement of floats for Float Replacement Project (the “**Project**”), and the Contractor in reply submitted a proposal dated [DATE]. A copy of the call for proposals is attached as Schedule “C” to this Agreement, and a copy of the Consultant’s proposal is attached as Schedules “D” to this Agreement.
- B. The EAA has agreed to engage the Contractor and the Contractor has agreed to provide the goods and services described in Schedule “A” to this Agreement (the “**Goods and Services**”) to the EAA in respect of the Project on the terms and conditions set out in this Agreement.

NOW THEREFORE the EAA and the Contractor, in consideration of their mutual duties and responsibilities to one another under this agreement (the “**Agreement**”), agree as follows:

CONTRACTOR’S OBLIGATIONS:

1. **Standard of Care** You must provide the Goods and Services with the degree of care, skill and diligence normally provided by contractors having similar qualifications in the provision of goods and performance of duties of a nature similar to the Goods and Services, and you must provide the Goods and Services within the time limits specified in Schedule “A” or, if no time limit is specified in Schedule “A”, you must provide the Goods and Services promptly.
2. **Billable Charges** You must charge only those fees and disbursements specifically authorized for the Goods and Services in Schedule “A” to this Agreement. All other costs and expenses incurred by you to provide the Goods and Services, including labour, materials, permits, and licenses, must be paid by you.

3. **Ownership of Materials** All plans, specifications, manuals, preliminary drafts, sketches, copies, designs, computer modules, software programs, technology, data and information and all other materials produced by you under this Agreement (collectively, the **"Intellectual Property"**) are and will remain your property. You will provide us with a perpetual license to the Intellectual Property that we may use in future acquisitions at our sole discretion. You will provide us with one electronic copy of reproducible data as a deliverable under this Agreement.
4. **Indemnification** You must indemnify and save harmless us and our elected Directors and Officers, agents and contractors from and against any claims, costs, losses, damages, actions, causes of action and expenses arising, from an error, omission or negligent or wilful act of you or your agents, employees, sub-consultants or sub-contractors, or from your breach of this Agreement.
5. **Insurance** You must provide and maintain at your expense any insurance that you are required to provide by law, or that is reasonably necessary to insure against any risks you may assume as a result of entering into this Agreement, including coverage for your employees as required by the *Workers Compensation Act*. Without limiting the foregoing, you must provide and maintain at your expense any insurance specifically required in Schedule "B" to this Agreement. You must provide satisfactory proof of insurance coverage to us upon request.
6. **Compliance with Laws** You must comply with all laws applicable to the provision of the Goods and Services.
7. **Assignment** You must not assign, subcontract, or transfer any interest in your rights under this Agreement without our prior written consent.
8. **Legal Relationship** The legal relationship between you and the EAA arising pursuant to this Agreement is that of an independent contractor and a purchaser of goods and services. Nothing in this Agreement shall be interpreted so as to render us your employer or partner, or the employer of anyone working for you, and you must not do anything that would result in anyone working for you being considered our employees.
9. **Agent** You are not, and must not claim to be our agent for any purpose unless we give you authorization in writing to act as our agent for specific purposes that are reasonably necessary to your rendering of the Goods and Services pursuant to this Agreement.

PAYMENT

14. **Payment for Goods And Services** We must pay you the fees for your Goods and Services at the times set out in Schedule "A". Where you are specifically authorized in Schedule "A" to charge us for disbursements, we must pay such disbursements to you in accordance with Schedule "A" as long as they are reasonably necessary for the provision of the Goods and Services and supported by conclusive documentation, including receipts. Payments will be issued no more than 30 days after receipt of your correct invoices. **Payment Schedules will be negotiated with the Contractor. We anticipate making milestone payments and a 10% holdback to be paid at least 30 days after final acceptance**
15. **Currency** Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.

TERMINATION

16. **For Default** If you are in default of your obligations under this Agreement, and you have not corrected the default within thirty (30) days following written notice from us, or if the default reasonably requires more time to correct, and you are not taking active steps to correct the default within thirty (30) days following written notice from us, or if you become insolvent or are assigned into bankruptcy, we may immediately terminate this Agreement. Termination will be without prejudice to any other rights or remedies we may have.

17. **With Notice** If we are unwilling or unable to proceed with the Project we may terminate this Agreement by giving you fifteen (15) days written notice. If you receive such notice, we will pay you the fees and properly owing as of the effective date of termination.

GENERAL

20. **Client to Provide Information** We will make available to you all information in our possession which we consider pertinent to your provision of the Goods and Services. You may rely upon the accuracy and completeness of such information except where it is unreasonable to do so. However, you acknowledge that the EAA, in the preparation of the call for proposals and this Agreement, the supply of oral or written information to you, the review of proposals or the carrying out of the EAA's responsibilities under this Agreement, does not owe a duty of care to you and you hereby waive for yourself, your successors and assigns, the right to sue the EAA in tort for any loss, including economic loss, damage, cost or expense, arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, the call for proposals, the supply of oral or written information to proponents, the review of proposals, or carrying out of the EAA's responsibilities under this Agreement.
21. **Client to Respond** We will give prompt consideration to all draft reports, drawings, proposals and other documents relating to the Project provided to us by you, and, whenever prompt action is necessary, where possible inform you of a decision in such reasonable time so as not to delay your Services.
22. **Site Access** We will arrange and make provision for your entry and ready access to property (public and private) as well as to the Project site, as necessary, to enable you to provide the Goods and Services. We will arrange a safety orientation for you and your employees, to identify the hazards of the site. Once we have provided such a safety orientation, you will be responsible for arranging any additional safety orientations necessary as a result of a change in your personnel or otherwise.
23. **Jurisdiction** This Agreement is governed by and shall be construed in accordance with the laws in force from time to time in the Province of British Columbia.
24. **Waiver** Except as may be specifically agreed in writing, no action or failure to act by the EAA or the Contractor shall constitute a waiver of any right or duty afforded either of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.
25. **Entire Agreement** This Agreement, including the schedules attached to it, constitutes the entire Agreement between the EAA and the Contractor and supersedes all previous expectations, understanding, communications, representations and agreements whether verbal or written between the EAA and the Contractor with respect to the subject matters hereof and may not be modified except by subsequent agreement in writing executed by the EAA and the Contractor.
26. **Conflict** In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.
27. **Invalidity** If any part of this Agreement is or is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.
28. **Designation of Parties** In this Agreement, "we", "us" and "our" refer to the EAA alone and never refer to the combination of the Contractor and the EAA. The combination of the EAA and the Contractor is referred to as "the parties".
29. **Headings** The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.

- 30. **Interpretation** Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.
- 31. **Time** Time is of the essence in this Agreement.
- 32. **Enurement** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign, subcontract or transfer an interest in the Agreement without the prior written consent of the other.

DISPUTE RESOLUTION

- 33. **Arbitration** All matters in dispute under this Agreement which are not first resolved between the parties acting reasonably may, with the concurrence of both the EAA and the Contractor, be submitted to arbitration pursuant to the *Commercial Arbitration Act* (British Columbia) to a single arbitrator appointed jointly by them.
- 34. **No Conflict of Interest** No one shall be nominated to act as an arbitrator who is in any way financially interested in the conduct of the Project or in the business affairs of either the EAA or the Contractor.
- 35. **Nominees** If the parties cannot agree on the choice of an arbitrator, each party shall select a nominee and the nominees shall jointly appoint an arbitrator.

DESIGNATED REPRESENTATIVES

- 36. **EAA Representative** We shall by notice in writing to you designate a representative to act on our behalf with respect to the performance of this Agreement (the "EAA Representative") and we may at any time or from time to time thereafter, by notice in writing to you, designate another person to act as the EAA Representative in the place and stead of any person previously designated.
- 37. **Project Manager** You shall, by notice in writing to us, designate a representative to act on your behalf with respect to the performance of this Agreement (the "Project Manager") and you may at any time or from time to time thereafter, upon written approval from us, designate another person to act as the Project Manager in the place and stead of any person previously so designated.
- 38. **Notice** Unless otherwise specified in this Agreement, any notice required to be given by either party shall be deemed to have been given if delivered by hand, mailed by prepaid registered mail or emailed to the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice shall be deemed to have been received if mailed, 72 hours after the time of mailing or faxing and, if delivered by hand, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, force majeure or other cause beyond the control of the parties, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other means of communication which have not been so interrupted or shall deliver such notice by hand in order to ensure its prompt receipt.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

ESQUIMALT ANGLERS' ASSOCIATION by its) authorized
signatories:)

_____))
Name)
))
_____))
Name

XXXXXXXXXX by its authorized signatories:

_____))
Name)
))
_____))
Name

SCHEDULE "A"

SERVICES AND FEES

EAA and Contractor will negotiate a Payment Schedule to be included in Schedule "A" based on the negotiated services and fees.

SCHEDULE "B"
INSURANCE REQUIREMENTS

1. The Contractor shall, at his own expense, provide and maintain during the term of this Agreement the following insurance in a form acceptable to the EAA with a company duly registered and authorized to conduct insurance business in the Province of British Columbia:
2. The Contractor must be active and in good standing with WorkSafeBC for the term of the Contract. EAA shall be responsible for acquiring a clearance letter from WorkSafeBC.

Commercial General Liability Insurance

- i) The Contractor shall maintain Commercial General Liability Insurance covering losses to a third party for bodily injury or death, property damage, and including liability for injury to participants, and
 - ii) this insurance shall be an occurrence-based policy with a five million dollar (\$5,000,000.00) minimum limit, and
 - iii) the Esquimalt Anglers' Association and the Corporation of the Township of Esquimalt shall be named as additional insureds, and
 - iv) this policy shall contain the separation of insureds, cross liability clause in the conditions of the policy, and
 - v) all such policies shall provide that no cancellation or material alteration in the policy shall become effective until 15 days after written notice of such cancellation, or alteration has been given to the EAA, and
 - vi) the Consultant shall provide the EAA with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies.
3. The Contractor shall require that each of his Sub-Contractor(s) provide evidence of comparable insurance in the name of the Sub-Contractor to that set forth under this schedule.
4. Maintenance of such insurance and the performance by the Contractor of its obligations under this schedule shall not relieve the Contractor of liability under the indemnity provisions set forth in this Agreement.

[CONTRACTOR MUST SUBMIT A COPY OF THEIR INSURANCE CERTIFICATE HERE]

SCHEDULE "C"

CALL FOR PROPOSALS

The RFP 018-001 will be included in this Contract Schedule, along with any and all addenda

SCHEDULE “D”

CONTRACTOR’S PROPOSAL

The Contractor’s response to RFP 018-001 will be included in this Contract Schedule, along with any and all addenda.