

## REQUEST FOR PROPOSALS

Design and Build of Aquatic Rototilling Vessel for Milfoil Removal  
RFP #: M17-002

Date of Issue: May 12, 2017

### DELIVERY OF PROPOSALS:

Proposals are to be submitted electronically citing **OBWB RFP M17-002** in the subject line to:

[james.littley@obwb.ca](mailto:james.littley@obwb.ca)

OR three complete hard copies can be delivered by hand or courier to:

Okanagan Basin Water Board  
Attn: James Littley  
1450 KLO Rd,  
Kelowna B.C. V1W 3Z4

Submission Date and Time:

Complete copies of each proposal should be received prior to  
4 pm Pacific time **June 30<sup>th</sup>, 2017**

**OBWB CONTACT PERSON:** All enquiries related to this Request for Proposals (RFP), including any requests for information and clarification, are to be directed to the following person who will respond if time permits. **Information obtained from any other source is not official and should not be relied upon.** Enquiries and any responses will be recorded and may be distributed publicly in the form of addenda as outlined above.

**Maximum Contract Price:** \$350,000 Cdn.

James Littley, Operations and Grants Manager  
Phone: (250) 469-6270  
Email: [james.littley@obwb.ca](mailto:james.littley@obwb.ca)

Complete electronic RFP can be requested from [james.littley@obwb.ca](mailto:james.littley@obwb.ca) if not attached to this cover page.

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## **TERMS OF REFERENCE**

### **1.0 INTRODUCTION**

#### **1.1 INVITATION TO PROPONENTS**

This Request for Proposals (“RFP”) is an invitation by the Okanagan Basin Water Board (the “OBWB”) to prospective proponents to submit proposals for the provision of design, supply, construction, delivery and associated services of one aquatic rototiller for milfoil removal, as further described in Part 2 – The Deliverables (the “Deliverables”).

For the purposes of this procurement process, the “OBWB” shall be: James Littley, Operations and Grants Manager, james.littley@obwb.ca

#### **1.2 TYPE OF CONTRACT FOR DELIVERABLES**

The selected proponent will be requested to enter into negotiations for an agreement with the OBWB for the provision of the Deliverables, based on the form of agreement as agreed between the parties.

#### **1.3 AGREEMENT ON INTERNAL TRADE**

Proponents should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of each particular tender call. For further reference, please see the Internal Trade Secretariat website at [http://www.ait-aci.ca/index\\_en.htm](http://www.ait-aci.ca/index_en.htm).

[End of Part 1]

## **2.0 THE DELIVERABLES**

### **2.1 DESCRIPTION OF DELIVERABLES**

This Request for Proposals (“RFP”) is an invitation by the Okanagan Basin Water Board (the “OBWB”) to prospective proponents to submit proposals for the provision of design, construction, delivery and associated services for one Aquatic Rototiller. Full details on the requirements and scope of work is described in Appendix F – Scope of Work & Evaluation Criteria. A brief summary of the scope of work is as follows:

#### **2.1.1 Design:**

Create blueprints and all necessary technical drawings to build one aquatic rototiller in accordance with Transport Canada Regulations. **Design should be performance-based, focusing on machine function over previous machine designs.** OBWB currently uses barge-mounted, paddlewheel-driven floating rototillers to remove the roots of invasive milfoil from the substrate of the lake bottoms throughout the Okanagan. Please visit the following link for a video showing the operation of the rototiller <https://www.youtube.com/watch?v=JmAO-NdXyh4>. All proponents should understand that they are required to propose what they believe to be the best deliverables to accomplish the goals stated in this RFP, in consideration of the background information provided. Innovative or alternative approaches that result in more effective milfoil treatment, reduced contract costs and efficient ongoing maintenance costs are encouraged, providing the outcomes are not jeopardized. **Innovative or alternative machine designs and materials will be considered.** Patent checks are the responsibility of the proponent and the OBWB will not be liable for any patent infringement. Conduct all necessary regulatory calculations (such as stability assessments) to ensure the built vessel meets Transport Canada regulations (see Appendix G).

#### **2.1.2 Supply and Construction:**

Source all materials and construct one aquatic rototiller, meeting Transport Canada Construction Requirements, as agreed to in the final contract awarded through this bidding process. Completed machine will be dry-tested prior to final approval for delivery.

#### **2.1.3 Delivery:**

Create and supply operators manual, maintenance schedule, and parts list for the rototiller. Supply all relevant manuals for included components. Supply design blueprints and technical drawings associated with the design process. Deliver completed machine to Vernon B.C. to a location as specified by OBWB in the final contract.

#### **2.1.4 Warranty:**

Provide machine and component warranty, extended warranty options, pricing for deductibles, related OEM warranties and underwriter details.

### **2.2 MATERIAL DISCLOSURES**

Proponents should refer to Appendix F – Scope of Work & Evaluation Criteria – Section B. Material Disclosures.

[End of Part 2]

### **3.0 EVALUATION OF PROPOSALS**

#### **3.1 TIMETABLE AND SUBMISSION INSTRUCTIONS**

Proponents should submit their proposals according to the following timetable and instructions.

##### **3.1.1 Timetable**

<b>Issue Date of RFP</b>	May 12 <sup>th</sup> , 2017
<b>Submission Date</b>	June 30 <sup>th</sup> , 2017
<b>Rectification Period</b>	5 business days from notification
<b>Notification of Contract Award</b>	August 04, 2017
<b>Other key dates, including final delivery</b>	Specify in Proposals

The RFP timetable is tentative only, and may be changed by the OBWB at any time.

##### **3.1.2 Proposals Should be Submitted in Prescribed Manner**

Proposals are to be submitted electronically to:

[james.littley@obwb.ca](mailto:james.littley@obwb.ca)

**OR** three complete hard copies can be delivered by hand or courier to:

**Okanagan Basin Water Board  
Attn: James Littley  
1450 KLO Rd,  
Kelowna B.C. V1W 3Z4**

Proposals are to be prominently marked with the RFP title and number OBWB M17-002 with the full legal name and return address of the proponent, and with the Submission Date.

##### **3.1.3 Proposals Should Be Submitted on Time at Prescribed Location**

Proposals should be submitted at the location set out above on or before the Submission Date. Proposals submitted after the Submission Date will not be considered.

##### **3.1.4 Withdrawing Proposals**

At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be sent to the OBWB Contact and must be signed by an authorized representative. The OBWB is under no obligation to return withdrawn proposals.

### **3.2 STAGES OF PROPOSAL EVALUATION**

The OBWB will conduct the evaluation of proposals in the following two (2) stages:

#### **3.2.1 Stage I – Mandatory Requirements, Submission and Rectification**

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. The mandatory requirements are the completion and submission of the appendices listed in this section. Proposals failing to satisfy the mandatory requirements as of the Submission Date will be provided an opportunity to rectify any deficiencies during the Rectification Period. The Rectification Period will begin to run from the date and time that the OBWB issues its rectification notice to the proponent. Proposals failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. Proposals satisfying the mandatory requirements within the Rectification Period will proceed to Stage II.

#### **SUBMISSION**

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms.

- Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

- Remuneration Form (Appendix C)

Each proponent must include this form completed according to the instructions contained in the form.

- References Form (Appendix D)

Each proponent must complete the Reference Form (Appendix D) and include it with its proposal.

- Method and Proposed Outline Design Form (Appendix E)

Each proponent must complete the Method and Proposed Outline Design Form (Appendix E) and include it with its proposal.

#### **3.2.2 Stage II – Evaluation Of Rated Criteria**

Stage II will consist of a scoring by the OBWB of each qualified proposal on the basis of the Rated Criteria. Proponents should refer to Appendix F – Scope of Work & Evaluation Criteria, Section C - Rated Criteria for a breakdown of the Rated Criteria.

At the conclusion of Stage II, the highest ranking proponent will be selected for the finalization of a contract in accordance with Part 4.3.

[End of Part 3]

## **4.0 TERMS AND CONDITIONS OF THE RFP PROCESS**

### **4.1 GENERAL INFORMATION AND INSTRUCTIONS**

#### **4.1.1 Proponents to Follow Instructions**

Proponents should structure their proposals in accordance with the instructions in the RFP. Where information is requested in the RFP, any response made in a proposal should reference the applicable section numbers of the RFP where that request was made.

#### **4.1.2 Proposals in English**

All proposals are to be in English only.

#### **4.1.3 OBWB Information in RFP Only an Estimate**

The OBWB and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in the RFP or issued by way of addenda. Any quantities shown or data contained in the RFP or provided by way on addenda are estimates only and are for the sole purpose of indicating to proponents the general size of the work. It is the proponent's responsibility to avail itself of all the necessary information to prepare a proposal in response to the RFP.

#### **4.1.4 Proponents Shall Bear Their Own Costs**

The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

#### **4.1.5 Consultation Period for Proponents**

Proponents are strongly encouraged to meet with OBWB staff and arrange a viewing of existing machines, facilities and transport equipment and ask questions about the program and operational requirements. Each proponent will be given an opportunity for meeting on site in Vernon, or via electronic meeting where possible as requested by the proponent, within regular OBWB working hours. Any new information provided to proponents by OBWB during the consultation period may be forwarded to all proponents at the discretion of OBWB. Proponent meeting and travel costs will be considered part of the cost of preparing a proposal.

#### **4.1.6 Proposals From a Single Legal Entity**

Proposals should be submitted by a single legal entity that will act as the prime Proponent who is the main contact to the OBWB in respect of the RFP process and for the purposes of performing any resulting Contract. The identified prime Proponent will be prepared to take overall responsibility for any subsequent agreement. Proposals should not be submitted as joint ventures.

## **4.2 COMMUNICATION AFTER ISSUANCE OF RFP**

### 4.2.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising the RFP, and

- a. Shall report any errors, omissions or ambiguities; and
- b. May direct questions or seek additional information

In writing by email to the OBWB Contact. All questions submitted by proponents by email to the OBWB Contact shall be deemed to be received once the email has entered into the OBWB Contact's email inbox.

Only the OBWB Contact is the OBWB's representative authorized to communicate and otherwise deal with proponents and all proponents must communicate and otherwise deal with that person only. Contact with any other OBWB representatives, including Members of The Board, officers or employees of the OBWB regarding this RFP or a proponent's submission could result in that proposal being removed from consideration for this and any future competitions.

It is the responsibility of the proponent to seek clarification from the OBWB Contact on any matter it considers to be unclear. The OBWB shall not be responsible for any misunderstanding on the part of the proponent concerning the RFP or its process.

### 4.2.2 All new Information to Proponents by Way of Addenda

The RFP may be amended only by an addendum in accordance with this section. If the OBWB, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of the RFP. Such addenda may contain important information, including significant changes to the RFP.

The OBWB may issue addenda by posting them publicly to the BCBid website as an addendum to the original RFP. It is the Proponent's responsibility to check for any addenda posted to this location up until the Submission Date and Time.

In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

### 4.2.3 Verify, Clarify and Supplement

When evaluating responses, the OBWB may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. The OBWB may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

### 4.2.4 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal will not be considered to form part of its proposal.



#### 4.2.5 Proposal to Be Retained by the OBWB

The OBWB will not return the proposal or any accompanying documentation submitted by a proponent.

### **4.3 FINALIZATION OF CONTRACT WITH HIGHEST SCORING PROPONENT, NOTIFICATION AND DEBRIEFING**

#### 4.3.1 Selection of Top-Ranked Proponent

The top-ranked proponent, as established under Part 3 – Evaluation of Proposals, will receive a written invitation to enter into direct contract negotiations with the OBWB.

#### 4.3.2 Timeframe for Negotiations

The OBWB intends to conclude negotiations within thirty (30) days commencing from the date the OBWB invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

#### 4.3.3 Process Rules for Negotiations

Any negotiations will be subject to the process rules contained in this Part 4 – Terms and Conditions of RFP Process and the Submission Form (Appendix B) and will not constitute a legally binding offer to enter into a contract on the part of the OBWB or the proponent. Negotiations may include requests by the OBWB for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the OBWB for improved pricing from the proponent.

#### 4.3.4 Terms and Conditions

Proponents are requested to propose Terms and Conditions of sale as a starting point for negotiations toward a final agreement.

#### 4.3.5 Failure to Enter Into Agreement

Proponents should note that if the parties cannot execute a contract within the allotted thirty (30) days, the OBWB may invite the next-best-ranked proponent to enter into negotiations. In accordance with the process rules in this Part 4 – Terms and Conditions of RFP Process and the Submission Form (Appendix B), there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. This process shall continue until a contract is formalized, until there are no more proponents remaining that are eligible for negotiations or until the OBWB elects to cancel the RFP process.

#### 4.3.6 Notification to Other Proponents

Other proponents that may become eligible for contract negotiations will be so notified at the commencement of the negotiation process. Once a contract is executed between the OBWB and a proponent, the other proponents will be notified directly in writing and shall be notified by public posting, in the same manner that the RFP was originally posted, of the outcome of the procurement process and the award of the contract.

#### 4.3.7 Debriefing

Proponents may request a debriefing after receipt of a notification of award. All requests must be in writing to the OBWB Contact and must be made within thirty (30) days of notification of award. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

### **4.4 PROHIBITED COMMUNICATIONS AND CONFIDENTIAL INFORMATION**

#### 4.4.1 Prohibited Proponent Communications

The proponent shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B). For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix B).

#### 4.4.2 Proponent Not to Communicate with Media

A proponent may not at any time directly or indirectly communicate with the media in relation to the RFP or any contract awarded pursuant to the RFP without first obtaining the written permission of the OBWB Contact.

#### 4.4.3 Confidential Information of OBWB

All information provided by or obtained from the OBWB in any form in connection with the RFP either before or after the issuance of the RFP:

- a) is the sole property of the OBWB and must be treated as confidential;
- b) is not to be used for any purpose other than replying to the RFP and the performance of any subsequent Contract;
- c) must not be disclosed without prior written authorization from the OBWB; and
- d) shall be returned by the proponents to the OBWB immediately upon the request of the OBWB.

#### 4.4.4 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the OBWB. The confidentiality of such information will be maintained by the OBWB, except as otherwise required by law (including the Freedom of Information and Protection of Privacy Act [http://www.bclaws.ca/Recon/document/ID/freeside/96165\\_00](http://www.bclaws.ca/Recon/document/ID/freeside/96165_00)) or by order of a court or tribunal.

#### 4.4.5 Inappropriate Conduct

The OBWB may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to the following: (a) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of the supplier to honour its pricing or other commitments made in its proposal; or (c) any other conduct, situation or

circumstance, as solely determined by the OBWB, which constitutes a Conflict of Interest. For the purposes of this Section, “Conflict of Interest” shall have the meaning ascribed to it in the Submission Form (Appendix B).

#### **4.5 PROCUREMENT PROCESS NON-BINDING**

##### 4.5.1 No Contract A and No Claims

The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the RFP shall not give rise to any “Contract A”-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the proponent nor the OBWB shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to the RFP.

##### 4.5.2 No Contract until Execution of Written Agreement

The RFP process is intended to identify prospective vendors for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and the OBWB by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

##### 4.5.3 Non-binding Price Estimates

While the pricing information provided in responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award. All pricing submitted by proponents shall be submitted in good faith.

##### 4.5.4 Disqualification for Misrepresentation

The OBWB may disqualify the proponent or rescind a contract subsequently entered if the proponent’s response contains misrepresentations or any other inaccurate, misleading or incomplete information.

##### 4.5.5 References and Past Performance

The OBWB’s evaluation may include information provided by the proponent’s references and may also consider the proponent’s past performance on previous contracts with the OBWB or other institutions.

##### 4.5.6 Cancellation

The OBWB may cancel or amend the RFP process without liability at any time.

4.6 Governing Law And Interpretation

The terms and conditions in this Part 4 – Terms and Conditions of RFP Process (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and (c) are to be governed by and construed in accordance with the laws of the province or territory within which the OBWB is located and the federal laws of Canada applicable therein.

[End of Part 4]

**APPENDIX A – FORM OF AGREEMENT**

Proponents are requested to propose their own contract terms and conditions for the work, which should include:

- terms and conditions governing design, manufacture and supply
- warranties covering the final delivered vessel
- insurance carried by the proponent, including errors and omissions insurance covering the design work.

The proposed contract should ensure that the stipulated prices for construction of the vessel will not change as the work proceeds through the design phase, unless OBWB makes a specific change to the requirements detailed in the Scope of Work.

The contract terms and conditions proposed will be a starting point for negotiations toward a final agreement between OBWB and the Proponent.

**APPENDIX B – SUBMISSION FORM**

Request for Proposals No.: M17-002

**B.1 Proponent Information**

Please fill out the following form, and name one person to be the contact for the RFP response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under Which the Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal/Zip Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
RFP Contact Person and Title:	
RFP Contact Phone:	
RFP Contact Facsimile:	
RFP Contact E-mail:	

**B.2 Acknowledgment of Non-binding Procurement Process**

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the OBWB and the selected proponent have executed a written contract.

**B.3 Ability to Provide Deliverables**

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. The proponent represents and warrants its ability to provide the Deliverables required under the RFP in accordance with the requirements of the RFP for the prices set out in the Remuneration Form and has provided a list of any subcontractors to be used to complete the proposed contract in the List of Subcontractors Form. The proponent encloses herewith as part of the proposal the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
Appendix B - Submission Form	
Appendix C - Remuneration Form	
Appendix D –References Form	
Appendix E – Method and Proposed Outline Design	

B.4 Non-binding Price Estimates

The proponent has submitted its prices in accordance with the instructions in the RFP and in the Remuneration Form set out in Appendix C. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its submission or its eligibility for future work.

B.5 Addenda

The proponent is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word “None” on the following line:\_\_\_\_\_ . The onus remains on proponents to make any necessary amendments to their proposal based on the addenda.

B.6 Conflict of Interest

For the purposes of this section, the term “Conflict of Interest” means

B.6.1 in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the OBWB in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or

B.6.2 in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

The OBWB requires all proponents to certify either statement A or statement B below by checking the box next to either A or B below:

A) The proponent declares there was no Conflict of Interest in preparing this proposal; and there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

OR

B) The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

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If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

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The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our proposal; **AND** (b) were employees of the OBWB and have ceased that employment within twelve (12) months prior to the Submission Date:

Name of Individual:
Job Classification:
Department:
Last Date of Employment with the OBWB:
Name of Last Supervisor:
Brief Description of Individual's Job Functions:
Brief Description of Nature of Individual's Participation in the Preparation of the Proposal:

(Repeat above for each identified individual)

The proponent agrees that, upon request, the proponent shall provide the OBWB with additional information from each individual identified above in the form prescribed by the OBWB.

**B.7 Disclosure of Information**

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law, including the Freedom of Information and Protection of Privacy Act, or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the OBWB to the OBWB's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

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Signature of Proponent Representative      Signature of Witness      Date

---

Name and Title      Name of Witness      Date

I have authority to bind the proponent



**APPENDIX C – REMUNERATION FORM**

Each Proponent is requested to use this Appendix C and the tables provided to submit proposed remuneration for completion of the Scope of Work.

**C.1 General:**

- a. Proponents should use the table under section 2 (Stipulated Contract Price) to submit proposed pricing, amounting to the total stipulated price for performance of all work detailed in Appendix F (Scope of Work), except for the Optional Work.
- b. Stipulated Prices for design and construction shall be fixed for the duration of the contract, and will not change upon completion of the design phase, unless OBWB specifically agreed to amend the requirements in the Scope of Work.
- b. Proponents should use the table under section 3 (Pricing for Optional Work) to submit proposed pricing for performance of the Optional Work, as per the Optional Work described in Appendix F (Scope of Work).
- c. Prices shall exclude GST for the work, but include any PST on goods or materials to be sourced by the Design-Builder and included in the works. Please indicate each as a separate item in Appendix C.
- d. Prices shall be provided in Canadian funds, inclusive of all applicable duties.
- e. Prices quoted by the proponent shall be all-inclusive and shall include all labour and material costs, all mobilization and demobilization costs, all insurance costs, all costs of delivery, all costs of installation and set-up, and all other overhead, including any fees or other charges required by law.

**C.1.1 Maximum Contract Price:**

The maximum price for the contract will be \$350,000 Canadian including all deliverables (design, construction, delivery, and associated services), as agreed to in the Terms and Conditions, and any associated taxes and fees, except GST which must be identified as a separate line-item on invoices. Any costs over the contract price must be authorized in advance by the OBWB in writing. The total contract price, including any authorized overages or change orders will not exceed \$350,000 Canadian.

**C.2 Stipulated Contract Price:**

The following remuneration is proposed for all work identified in Appendix F – Scope of Work (except for those works labelled as “optional work”). Proponents should include an itemized remuneration list for any component not listed here:

ITEM #	SCOPE OF WORK SECTION	STIPULATED PRICE (\$)	PST	GST
1	Design			
1.1	Marine Architect/Engineer design	\$		
1.2	Compliance check with Transport Canada	\$		
1.3	Final stability calculations as-designed	\$		
1.4	Contingency for final owner design approval	\$		
2	Construction – Barge			
2.1	Material	\$		
2.2	Labour	\$		
2.3	Marine Engineer Certification	\$		
3	Construction - Paddlewheels			
3.1	Material	\$		
3.2	Labour	\$		
4	Construction - Rototiller			
4.1	Material	\$		
4.2	Labour	\$		
5	Construction – Operator’s Cab			
5.1	Material	\$		
5.2	Labour	\$		
6	Prime Mover (Engine)			
6.1	Material	\$		
6.2	Labour	\$		
7	Fuel and Hydraulic Reservoir Tanks			
7.1	Material	\$		
7.2	Labour	\$		
8	Hydraulic Components (Exclud fluid reservoir)			
8.1	Materials	\$		
8.2	Labour	\$		
9	Misc and Safety Equipment (Itemize)			
10	Dry Testing and final Engineer inspection			
11	Delivery			
11.1	Delivery to Vernon BC			
11.2	Import Fees, Duties etc.			
	TOTAL STIPULATED CONTRACT PRICE:	\$		
	GST:	\$		

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C.3 Pricing for Optional Work:

The following remuneration is proposed for the work which is not identified in the optional contract price. Any extra or optional work will be approved by OBWB as part of any final contract negotiation.

Item #	Optional Work Section:	Price (\$)	PST	GST
		\$		
		\$		
		\$		
		\$		
		\$		
	TOTAL - OPTIONAL WORK:	\$		
	GST:	\$		

C.4 Optional Pricing for Additional Units:

Proponents pricing (with 3% annual inflation) will remain in effect for a period of 5 years to provide an optional additional unit to OBWB, without holding another competitive bid process.

**APPENDIX D – REFERENCES FORM**

Each proponent is requested to provide three (3) references from clients who have obtained similar services to those requested in the RFP from the proponent in the last three years. The OBWB reserves the right to check any, all or none of the references listed below.

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment & Value:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment & Value	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment & Value	

By submitting this Appendix D, the proponent is granting the OBWB permission to contact the project's Owner and anyone related to the project to obtain a reference check.

**APPENDIX E – METHOD AND PROPOSED OUTLINE DESIGN FORM**

Each proponent is requested to provide the following, labeled as “Appendix E – Methodology Form”:

E.1 Methods: Please provide a short written response, sketches, and/or tables indicating the proponent’s methodology, materials & design.

E.2 Team: Identify key team members who will work on the project and their responsibility or role.

E.3 Schedule: Provide a draft schedule for design and construction, showing key milestones and how the required timeline will be achieved.

E.4 Equipment: Identify equipment and facilities that the proponent would be using for the project.

E.5 Transport Canada Review: Please indicate methods for testing equipment to meet Transport Canada regulations.

E.6 Subcontractors: Please detail all Subcontractors (including any Design Consultants) to be used during the work by providing the subcontractor name and the service to be subcontracted.

## **APPENDIX F – SCOPE OF WORK & EVALUATION CRITERIA**

### **F.1 THE DELIVERABLES**

#### **F.1.1 Intent & Overview:**

The OBWB is seeking proposals from suitably qualified proponents to design, supply, construct, deliver and provide associated services of one aquatic rototiller for milfoil removal

Further details on the Scope of Work are provided under section 2 herein.

#### **F.1.2 Location** – To be delivered to Vernon B.C., Canada:

The OBWB operates milfoil control vessels throughout six mainstem lakes in the Okanagan Valley.

#### **F.1.3 Contract Term:**

The OBWB anticipates issuing a notice of award to the successful Proponent as a result of this RFP no later than August 4<sup>th</sup>, 2017. Proponents are requested to propose a timeline for construction, delivery and all other key dates.

### **F.2 SCOPE OF WORK / REQUIREMENTS**

The following specifications are based on our current machines. Specifications listed below are as thorough as we can make them but any significant questions or items that are unclear (i.e. those substantially affecting the bid price) should be referred to the Okanagan Basin Water Board for direction or cleared up by examination of the existing rototiller. Alternative options should be discussed with Okanagan Basin Water Board staff prior to the completion of a proposal. Staff will be available for assistance. In the event that the specifications listed below are different than Transport Canada requirements, TC requirements shall be met.

#### **F.2.1 Barge:**

- The floating barge should be constructed of 10 gauge steel of approximate dimensions of **maximum** 3.5 metres by 8 metres by 1 metre. The barge should have fore and aft reinforcing of 3/8 inch abrasion resistant plate (maximum dimensions are based on road transport requirements, and cannot be exceeded).
- The barge should be divided into three (3) transverse internal compartments to prevent instability caused by water movement in the event of a hull leak. The barge will be shop tested to ensure watertight construction.
- The barge will have four (4) external engineered lifting points for loading and unloading by crane from a trailer.
- The barge will be prepared for painting by sand blasting and suitable priming.
- The barge will be painted with a suitable marine industrial coating on submerged surfaces to 6 inches above waterline and two (2) coats of industrial enamel over all exposed surfaces.
- The internal construction of the barge will be painted over portions where it is safe to do so.

- A marine engineer will certify the completed machine as stable prior to acceptance by the Owner. The services of the engineer may want to be considered for component placement prior to completing the unit.
- The maximum weight of the completed machine will not exceed 11,350 kilograms (25,000 lbs.)

#### F. 2.2 Paddlewheels:

- The machine will have two (2) (starboard and port mounted) paddlewheels with integrated fenders.
- Paddlewheels should be constructed of 10 gauge steel.
- Each paddlewheel should have eight (8) straight vanes
- Paddlewheels should measure 1.52 metres (60 inches) in diameter and 0.8 metres (32 inches) in width.
- Paddlewheels will be removable (or repositionable) for transport and attached to reinforced portions of the barge.
- Paddlewheels and fenders will be prepared and painted as above.

#### F.2.3 Rototiller:

- A pivoting rototiller consisting of a support arm(s) and a tiller head, will be attached to reinforced portions of the hull.
- The support arm(s) should allow the tiller to reach lake-bottom in water depths of twelve (12) feet.
- The tiller width including hydraulic drive shall not exceed 3.5 metres for road transport.
- The tiller shaft will be of schedule 80 tubing complete with T1 blade mounts and commercial heavy duty rototiller blades.
- The mounting system attaching the tiller to the pivot arm(s) will be determined.
- An electronic limit switch will prevent damage to the winch and barge at the top of the rototiller arc.
- The tiller may be raised and lowered by a hydraulic winch and cable set-up. Specifications for the winch should conform to the weight of the tiller.
- Tiller, arms, and supports will be prepared and painted as above.

#### F.2.4 Operator's Cab:

- The cab should be of aluminum construction.
- The cab will have bronze tinted glass in all windows and side venting windows.
- The cab will be complete with front and rear windshield wipers, a heating system, a defogging system and a radio/cd player.
- The height of the cab will not exceed road transport specifications when the unit is trailed.
- Okanagan Basin Water Board staff will approve types and placement of cab controls, gauges, as well as any other accessories.
- The cab will be prepared and painted as above.
- No hydraulic lines are to enter the cab. All controls are to be electronic.
- All materials and safety equipment as per Transport Canada requirements.

- Cab should have lockable door for mooring in public areas.

#### F.2.5 Prime Mover (Engine)

- The engine will be a 6 cylinder Volvo Penta 60 series diesel or Cummins of similar specifications. Engines will be designed to run at constant RPM and be of marine design.
- The engine will be shrouded with a cowling.
- The engine will be complete with start preheat for cold weather, auto shutdown, and gauge package for cab mount.
- A direct triple pump drive appropriate to the specified hydraulic pumps (or acceptable substitutes) will be mounted on the engine. The drive should not have a clutch. (Stacked pumps are not acceptable)
- Engine and pump drive will be mounted on a reinforced portion of the deck surface.

#### F.2.6 Fuel (Diesel) Tank:

- Single tank of 450 litres capacity.
- Aluminum construction.
- Designs for recessing fuel tank into the hull with access hatch is preferable.

#### F.2.7 Hydraulic Fluid Reservoir:

- The hydraulic reservoir shall be steel in construction and 220 litres in capacity. The capacity may be altered according to the specifications of the hydraulic components used.
- Hydraulic Fluid Reservoir shall **NOT** be mounted in the hull.

#### F.2.8 Hydraulics:

- Note: All parts and replacements for hydraulics and filtration components should be readily available from suppliers or manufacturers.
- Existing machines are available for inspection of component brands and models.
- The Okanagan Basin Water Board will consider substitutes or alternative designs that indicate advantages in performance, pricing, or parts availability.
- All hydraulic lines on the machine deck will be hard plumbed.
- All flexible pressure lines will be a minimum of 4 braid.
- All relief components will be mounted for easy accessibility.
- The system will be flushed and filters changed prior to any operation of the vessel.

#### F.2.9 Filtration (hydraulic)

- Adequate filtration will be supplied and installed for all hydraulic components. Filters will be mounted for easy accessibility.
- Effective water separation and removal filtration for hydraulic fluid will be supplied and installed.



#### F.2.10 Miscellaneous

- Storage box for tools, spare hydraulic lines, oxy-acetylene unit, etc. Dimensions 1.4 m x 0.8m x 0.4m.
- Walker Bay emergency rescue boat or similar. (US-EWVB-4171-G900)
- A handrail surrounding the deck of the machine.
- Other safety equipment as per TC requirements.

#### **F.3 ENVIRONMENTAL REQUIREMENTS:**

All components should be designed and built in accordance with Transport Canada Requirements, and should be made in such a way as to minimize the possibility of any release of harmful substances into the environment. Questions regarding fluids currently used in our machines should be directed to OBWB staff through the OBWB Contact.

#### **F.4 MATERIAL DISCLOSURES**

1. WorkSafeBC: The successful proponent will be required to provide proof of good status with WorkSafeBC, or the Work Safety Authority in their jurisdiction prior to contract execution.
2. Insurance: The successful proponent will be required to hold the insurance policies detailed in the Form of Agreement for the duration of the work, or longer as specified. Proponents must have errors and omissions insurance as part of the design phase, and list OBWB as co-insured.

#### **F.5 RATED CRITERIA**

The following is an overview of the categories and weighting for the rated criteria to be evaluated at Stage II of the RFP.

Stage II Rated Criteria Category	Weighting %
Pricing, as per Appendix C submission	30%
References, as per Appendix D submission	20%
Methodology, as per Appendix E submission	20%
Timeline for completion	15%
Warranty	15%

## **APPENDIX G – SUPPLEMENTAL INFORMATION REGARDING TRANSPORT CANADA REQUIREMENTS**

This information from Transport Canada is provided as a starting point for proponents unfamiliar with Transport Canada requirements. Proponents are responsible for ensuring that all requirements are accounted for in their proposal, and should contact Transport Canada with any questions about their regulations.

### **G.1 Construction Requirements**

<http://www.tc.gc.ca/eng/marinesafety/debs-obs-construction-standards-menu-686.htm>

All pleasure craft and all non-pleasure craft of not more than 15 gross tonnage must meet the construction requirements of the *Small Vessel Regulations* if they are:

- propelled or designed to be propelled by an engine;
- permanently fitted with an auxiliary engine; or
- fitted with a fuel-burning appliance or system that uses gaseous fuel, liquefied petroleum gas, compressed natural gas or naphtha.

The construction requirements are stated in [Part 7 of the Regulations](#). The Regulations also incorporate by reference a number of documents that must be complied with as a result. The main document is the [Construction Standards for Small Vessels \(TP 1332\)](#).

For ease of reference, the construction requirements of the *Small Vessel Regulations* have been included in information boxes in the [Construction Standards for Small Vessels \(TP 1332\)](#).

### **G.2 Declaring That Vessels Comply With Manufacturing Requirements**

<http://www.tc.gc.ca/eng/marinesafety/debs-obs-construction-menu-3085.htm>

If you build or import for sale or use in Canada a pleasure craft of less than 24 metres or a non-pleasure craft of 15 gross tonnage or less, you must prove that the vessel meets all relevant manufacturing requirements. These requirements are set out in the [Small Vessel Regulations](#) and the [Construction Standards for Small Vessels \(PDF, 2.4MB\)](#).

These requirements do not apply to vessels built or imported for personal use and open vessels of traditional construction.

### **G.3 Declaration of Conformity**

To confirm that a vessel or vessel model complies with manufacturing requirements, the manufacturer or importer must do the following:

- Ensure that the vessel complies with the construction requirements found in the regulation and standard.
- Complete a [Declaration of Conformity](#), stating which requirements apply and confirming that the vessel complies.
- Send the declaration, along with the photographs or drawings described in the declaration form, to Transport Canada at the [Contact us](#) address below.
- Maintain records of the technical documentation or information (including tests and calculations) that prove compliance with the construction requirements. The records must be kept for seven years and must be provided, on request, to any person or organization authorized under the [Canada Shipping Act, 2001](#) to carry out inspections.
- Provide a copy of the Declaration of Conformity to the reseller or end user at the time of the initial transfer of ownership (the first sale) of the vessel.

#### G.4 Compliance Notice

As well as making a Declaration of Conformity, the manufacturer or importer must attach a Compliance Notice to each vessel. The [Compliance Notice](#) is the manufacturer's or importer's commitment that the vessel was built according to the requirements in the [Small Vessel Regulations](#) and the [Construction Standards for Small Vessels](#).

The manufacturer or importer must do the following for each vessel:

- Produce their own Compliance Notice. The notice must comply with Part 8 of the regulation and Section 2 of the standard.
- Permanently attach the Compliance Notice to the inside of each vessel in a location that is plainly visible from the operating position.

For more information, see the [Compliance Notice FAQs](#).

#### G.5 Annual Production Report

For serially produced models, the manufacturer must complete an [Annual Production Report](#) and send it to Transport Canada at the [Contact us](#) address below. The form must be submitted each year before March 31.

Transport Canada, Marine Safety (AMSRA)  
Tower C, Place de Ville  
330 Sparks Street  
Ottawa, ON K1A 0N8

#### G.6 Some Core Regulations and Standards

<http://www.tc.gc.ca/eng/marinesafety/debs-small-vessels-csv-upto15-196.htm>

#### G.7 Construction/ Life-Saving Equipment

- [Small Vessel Regulations](#)
- [TP 1332 - Construction Standards for Small Vessels](#)
- [Compliance Notices](#)

#### G.8 Stability

- [TP 14619 - Transport Canada Simplified Assessment of Intact Stability & Buoyancy of Small Non-Pleasure Vessels: Assessment Guide 14619 - Transport Canada Simplified Assessment of Intact Stability & Buoyancy of Small Non-Pleasure Vessels: Assessment Guide](#) (vessels whose construction started prior to April 1, 2005)
- TP 1332 - Construction Standards for Small Vessels - Section 5 (vessels whose construction started on or after April 1, 2005)
- [Using the ISO Small Craft Stability Standard ISO 12217-1](#)

#### G.9 Relevant Links:

- <http://www.tc.gc.ca/eng/marinesafety/debs-obs-construction-menu-2029.htm>
- <http://www.tc.gc.ca/eng/marinesafety/debs-small-vessels-csv-upto15-196.htm>
- <http://www.tc.gc.ca/eng/marinesafety/oep-vesselreg-registration-tonnage-1515.htm>
- <http://www.tc.gc.ca/eng/marinesafety/tp-tp1332-menu-521.htm>
- <http://www.tc.gc.ca/eng/marinesafety/tp-tp14070-menu-1648.htm>
- <http://www.tc.gc.ca/eng/marinesafety/svcpc-menu-3633.htm>