



**REQUEST FOR EXPRESSIONS OF INTEREST – 4667EOI**

**4667EOI - CANOE/ KAYAK OPERATIONS**

Expressions of Interest will be received at the Information Counter, Main Floor, Richmond City Hall, addressed to the Purchasing Section, 6911 No. 3 Road, Richmond, BC, V6Y 2C1, until **12:00 pm local time on Wednesday, May 23, 2012** (the “Closing Date/Time”).

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## **1.0 Introduction**

- 1.1. The City of Richmond (the “City”) invites Expressions of Interest (EOI) from firms qualified to operate canoe/ kayak lessons, tours and potentially rentals (the “Services”) from a City owned pier in Richmond’s Steveston waterfront area known as Imperial Landing (the “Pier”) located at the south foot of No 1 Road.

## **2.0 Background**

- 2.1. There is approximately 500 feet of space available for operations on the inside of the floats attached to the Pier as per attached Schedule 1 – Map (the area coloured in yellow on the Map).

## **3.0 Objectives**

- 3.1. To identify operators that can provide water-based, non-motorized recreational opportunities for residents and visitors to the City.
- 3.2. To enter into a revenue sharing or rental agreement with an established operator for these Services.

## **4.0 Definitions**

- 4.1. Throughout this EOI the following definitions apply:
  - a) “Expression of Interest” means a statement of qualifications submitted in response to and according to the terms of this Request for Expressions of Interest;
  - b) “Proponent” means an individual or a company that submits, or intends to submit, a Response;
  - c) “Response” or “Submission” means an Expression of Interest;

## **5.0 Scope**

- 5.1. The City is interested in partnering with an operator to provide the Services throughout the summer months. The exact duration of the operating period is to be proposed by the Proponent and should consider that the Pier and floats will be unavailable for operations during the period of June 26, 2012 through to July 2, 2012 due to the Ships to Shore Festival.

## **6.0 Pre-qualification Process**

- 6.1. Interested parties are required to respond to this Request for Expressions of Interest in accordance with the terms of this EOI.
- 6.2. In the first phase of this potential two-phase process, responses to the EOI are being requested in order to afford the City the opportunity to evaluate Proponent’s

expertise and to select a shortlist that will be invited to submit a proposal in response to a Request for Proposals. This EOI process is aimed at encouraging businesses with the required level of experience and expertise to participate.

## **7.0 Requests for Proposals**

- 7.1. The City anticipates that, if required, the RFP will be distributed three to four weeks following the completion of the EOI process.

## **8.0 Qualification Criteria**

- 8.1. The successful Proponent shall have previous experience in similar projects as the Project described in this EOI.

## **9.0 Submission Details**

- 9.1. Proponents are requested to submit three (3) copies of their Expression of Interest marked “4667 EOI – Canoe/ Kayak Operations” to the Purchasing Division, Information Counter, Main Floor, Richmond City Hall located at 6911 No. 3 Road, Richmond, BC V6Y 2C1. Submissions will be received on or before the Closing Time.
- 9.2. Submissions will be evaluated at the discretion of the City based upon the information contained in the submissions. Questions relating to this EOI may be directed to Sumita Dosanjh, Buyer II - Contracting Specialist (the “Contact Person”) by email to [purchasing@richmond.ca](mailto:purchasing@richmond.ca). Inquiries and responses relating to the EOI will be posted on BC Bid (<http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>) and the City’s website (<http://www.richmond.ca/busdev/tenders.htm>). It is the sole responsibility of each Proponent to check these sites on a regular basis for amendments, addendums, or questions related to this EOI.
- 9.3. Enquiries will be received up until 3:00 pm on Wednesday, May 23<sup>rd</sup>, 2012.
- 9.4. Note: Any submission will not necessarily be accepted. Proponents are advised they have no claim for compensation in the preparation of their submissions and that by submitting an EOI, each Proponent shall be deemed to have agreed that it has no claim. All submissions received by the City shall be subject to the *Freedom of Information & Protection of Privacy Act* of British Columbia.

## **10.0 Site Visit**

- 10.1. A site visit will be held on Thursday, May 10, 2012 at 11:00am. Interested parties are asked to meet at the bottom of the viewing tower located at the south foot of No. 1 Road in Richmond. The site visit is expected to take 30 minutes. No other site visits will be arranged.
- 10.2. Interested parties are encouraged to view the Pier prior to their Submission.

## 11.0 Format Requirements

11.1. Responses submitted shall consist of:

### I. Title Page (1 page)

- a. The title page should identify the EOI number identified on the cover page of these pre-qualification documents, Closing Time (as specified in section 9.1), Proponent's name, address, telephone number fax number, email address and contact person's name.
- b. Table of Contents/Index

### II. Corporate Experience:

- a. Describe the type of company (for example: corporation, partnership, sole proprietor) and if a joint venture, clearly state this and state who the joint venture parties are and identify who is acting as the lead.
- b. Describe the company/entity size, depth and annual sales volume (in dollars).
- c. Provide client references, where possible.
- d. Provide a history of litigation or claims made against the Proponent during the three (3) years immediately prior to the Closing Time.

### III. Corporate Capability:

- a. Describe capability (financial, experience and workload capacity) to undertake the Services.
- b. Provide resumes of proposed key personnel.
- c. Provide a letter from a bonding company confirming the Proponent's binding capability and provide a certificate of existing commercial general liability insurance.

### IV. Completed and Current Projects:

- a. List three (3) relevant projects, name of client, value of the projects, company personnel involved and client/owner references with contact names and telephone numbers.

- b. Describe capacity to undertake this project and describe any other projects that the Proponent has scheduled during the anticipated time frame.

V. Outline of Services to be provided:

- a. Provide a brief discussion of your methodology and approach to providing the Services including your proposed product offering, safety plan, infrastructure requirements and revenue sharing or rental arrangement proposal.

**12.0 Review of Submissions**

- 12.1. The City will review the Expressions of Interest submitted to determine whether, in the City’s opinion, the Proponent has demonstrated that it has the required experience and qualifications to fulfill the obligations of the services identified in this EOI.

**13.0 Inquiries**

- 13.1. City, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with the Proposal and may seek clarification from the Proponent’s bankers and clients regarding any financial and experience issues.
- 13.2. Subsequent to the receipt and review of responses the City reserves the right to issue a RFP for all or any part of the requirement described herein or to negotiate with any Proponent or with any number of Proponents concurrently for the purpose of entering into an agreement or to cancel this process in its entirety.

**14.0 Non-Conforming Submissions**

- 14.1. Submissions which fail to conform to the Format Requirements or which fail to conform to any other requirement of these Documents may be rejected by the City. Notwithstanding the foregoing or any other provision of these Documents. The City may at its sole discretion elect to retain for consideration Proposals which deviate either materially from the format requirements set out in hereto or which otherwise fail to conform to any other requirement of these EOI’s except the requirement of delivery of the Proposal prior to Closing Time.

**15.0 Notifications and RFP Process**

- 15.1. Following the Closing Time, the City will only notify those Proponents who are selected as being pre-qualified and may be invited to submit their proposal under an RFP process, if required.

- 15.2. The City will not approve any change in the structure of formation of a short listed Proponent.
- 15.3. The City may unilaterally take the following actions, and shall not be liable for any such actions:
  - a) amend the scope and description of the services to be procured under any RFP process as described in this EOI, and the qualifications that may be required to meet those requirements. In such event, proposals may be invited from those Proponents who meet the resulting amended requirements;
  - b) reject or accept any or all Submissions;
  - c) cancel the EOI process at any time and reject all Proposals; or
  - d) cancel the EOI process and recommence in respect of the same RFP with the same or an amended set of documents, information and requirements.
- 15.4. Subsequent to the receipt and review of the Responses, the City reserves the right, in its sole discretion, to issue a Request for Proposal (RFP) for all or part of the requirements described herein or to enter into negotiations with any Proponent or with any number of Proponents for the purpose of entering into an agreement, or to cancel this process in its' entirety.
- 15.5. The Proponent acknowledges and agrees that any submission is in no way whatsoever, an offer to enter into an agreement and a submission by any Proponent does not in any way whatsoever create a binding agreement. The Proponent acknowledges that the City has no contractual obligations whatsoever arising out of the EOI process.
- 15.6. The Proponent acknowledges and agrees that the pre-qualification of a Consultant pursuant to this EOI is only a preliminary step in the City's procurement process. Each successful Proponent will be evaluated further under any subsequent RFP (if required) evaluation process.

## **16.0 Information Disclaimer**

- 16.1. The City and its directors, officers, employees, agents consultants and advisors are not liable or responsible for any oral, verbal or written information, or any advice, or any errors or omissions, which may be contained in this EOI or otherwise provided to the Proponent or Consultant pursuant to this EOI.
- 16.2. The Proponent shall conduct its own independent investigations and interpretations and shall not rely on the City with respect to information, advice, or documentation provided by the City. The information contained in this EOI is provisional and will be superseded by the RFP and/or other agreement documents.

16.3. The City makes no representation, warranty, or undertaking of with respect to this EOI and the City and its directors, officers, employees, agents, consultants and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this EOI or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City.

**17.0 Intent to Enter Into an Agreement**

17.1. By submission of an Expression of Interest, the Proponent agrees that, should it be identified as the successful Proponent, it is willing to enter into agreements, if required, as necessary to complete the transactions contemplated in the Proponent’s Response to this Request for Expression of Interest.

**18.0 Modification of Terms**

18.1. The City reserves the right to modify the terms of this EOI at any time at its sole discretion. This includes the right to cancel this EOI at any time without liability to any Proponent.

**19.0 Ownership of Submissions**

19.1. All documents submitted to the City, including Expressions of Interest, and any drawings, plans and models (as applicable), become the property of the City and will not be returned to Proponents. They will be received and held in confidence by the City, subject to the provisions of Section 15.0.

**20.0 Right to Not Accept Any Expression of Interest**

20.1. The City reserves the right to not accept any Expression of Interest and is not bound to enter into an agreement with any Proponent or issue a Request for Proposal. In the event that no Expression of Interest is selected, the City will declare the EOI terminated, in which case the City reserves the right to enter into negotiations with any party, regardless of whether or not such party previously participated in the EOI.

**21.0 No Commissions**

21.1. The City will not pay any commission to any Proponent or any agent acting on behalf the Proponent in connection with any transaction arising from the EOI. Any agent working with or for an interested party is assumed to be compensated by the Proponent.

**22.0 Use of this Request for Expressions of Interest**

22.1. This document, or any portion thereof, may not be used by others for any purpose other than for the submission of Expressions of Interest.



### **23.0 Confidentiality, Freedom of Information and Protection of Privacy**

- 23.1. All submitted Expression of Interests shall become the property of the City. The City reserves the right to release information to the public about the Expression of Interests received and any agreement(s) entered into. As the property of the City, Expression of Interests will be considered government records, which are public documents and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia. However, any commercial information that could cause potential economic harm to a Proponent's business interests should be identified as such.
- 23.2. Information pertaining to the Site obtained by the Proponent as a result of participation in this EOI is confidential and must not be disclosed without written authorization from the City.

### **24.0 No Claim for Compensation of Expenses**

- 24.1. The City is not liable to pay such costs and expenses or to reimburse or compensate a Proponent under any circumstances.
- 24.2. As such, Proponents are advised they are responsible for bearing all costs of preparing and submitting an EOI and any subsequent discussions with the City. Proponents shall have no claim for compensation in the preparation of their submissions and by submitting an EOI, each Proponent shall be deemed to have agreed that it has no claim.

### **25.0 Conflict of Interest**

- 25.1. Proponents are responsible for ensuring that any and all conflicts of interest or potential conflicts of interest are disclosed in their Submission. Failure to disclose a conflict of interest may result in the rejection of the Expression of Interest.

### **26.0 No Solicitation**

- 26.1. If any directors, employees, officers, agents, consultants, or representatives, or other representative of a Proponent makes any representation or solicitation offering a personal benefit to any officer, employee, agent, consultant, or elected official of the City, concerning the Proponent's Expression of Interest, the City reserves the right to reject the Proponent's Response to this Request for Expression of Interest.

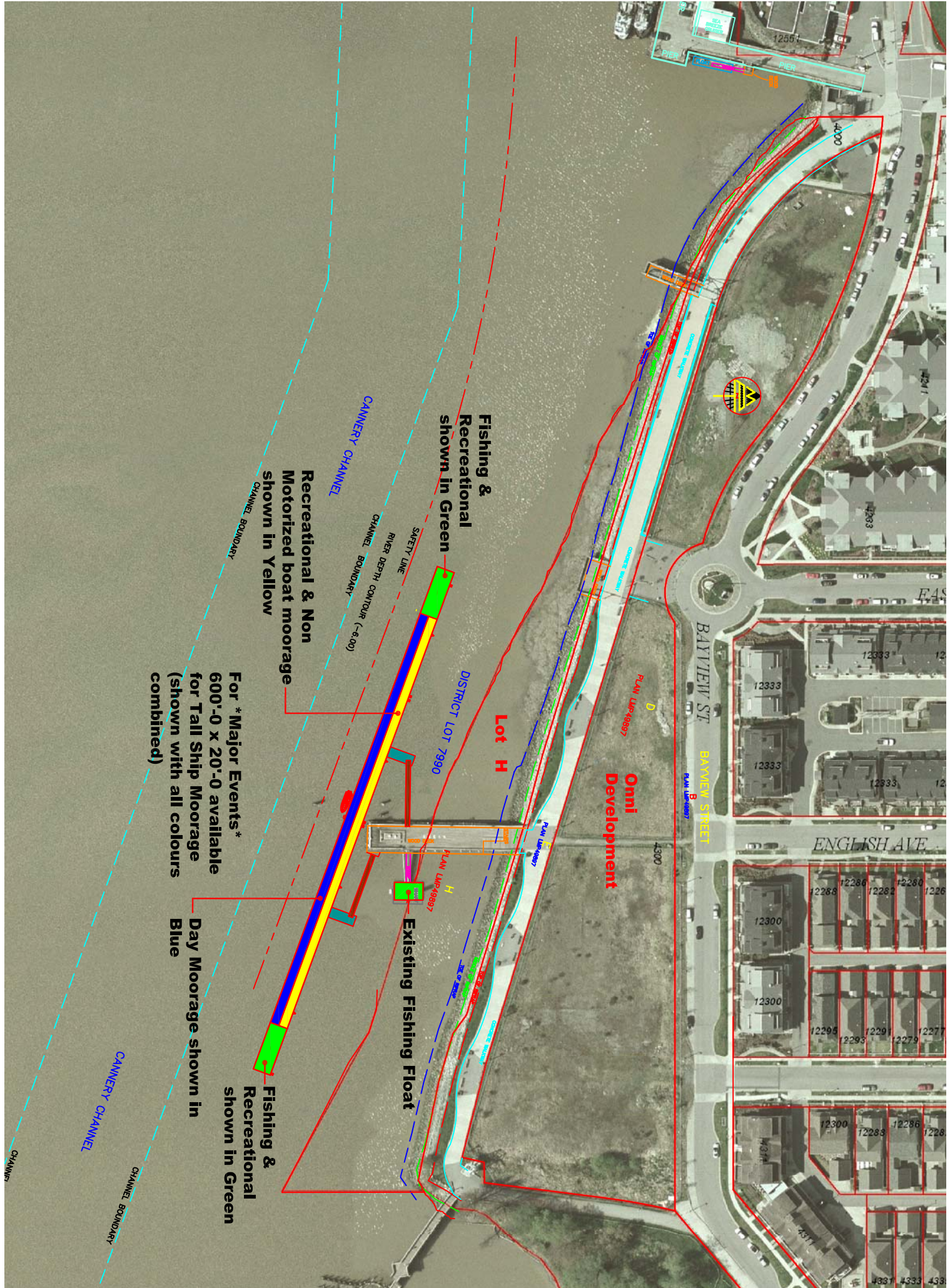
### **27.0 No Lobbying**

- 27.1. From the date on which this EOI is issued until the EOI process is terminated, Proponents (including any directors, employees, officers, agents, consultants, or representatives) should not communicate with the City, directly or indirectly, about the EOI except via the designated Contact Person in Section 9.2.

**28.0 Publicity**

- 28.1. Proponents must not issue any news release or other public announcement that discloses details of this Request for Expression of Interest, or the Proponent's Response to this EOI, without the prior written consent of the City.

# Schedule 1 - Map



**Fishing & Recreational shown in Green**

**Recreational & Non Motorized boat moorage shown in Yellow**

**For \* Major Events \*  
600'-0 x 20'-0 available  
for Tall Ship Moorage  
(shown with all colours  
combined)**

**Day Moorage shown in  
Blue**

**Fishing & Recreational shown in Green**

**Existing Fishing Float**

**Lot H**

**Omni Development**

**BAYVIEW ST**

**DAYTON STREET**

**ENGLISH AVE**

**CANNERY CHANNEL**

**CANNERY CHANNEL**

**CHANNELS**

**SAFETY LINE  
RIVER DEPTH CONTOUR (-6.00)  
CHANNEL BOUNDARY**

**DISTRICT LOT 7990**

**PLAN LMP48987**

**PLAN B-4897**

**PLAN LMP48987**

**PLAN LMP48987**

**PLAN LMP48987**

**PLAN LMP48987**

**PLAN LMP48987**

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