



Sunshine Coast Regional District

Request for Proposal

Number: 18 354

for

Maintenance & Minor Repairs of Regional District Ports

Issue Date:

October 11, 2018

Closing Date of

November 9, 2018 at 3:00 PM local time

SITE MEETING: A mandatory site meeting will be held on October 26, 2018 at 8:30 am local time.

DELIVERY OF PROPOSALS: Proposals must be in English and must be submitted using one of the submission methods below, and must either **(1)** include a copy of this cover page that is signed by an authorized representative of the Proponent or **(2)** be submitted by using the e-bidding key on BC Bid (if applicable), in accordance with the requirements set out in the RFP.

BC Bid Electronic Submission: Proponents may submit an electronic proposal using BC Bid. Proposals must be submitted in accordance with the BC Bid requirements and e-bidding key requirements (found at www.bcbid.ca). Only pre-authorized electronic bidders registered on the BC Bid system can submit an electronic proposal using the BC Bid system. Use of an e-bidding key is effective as a signature.

OR

Hard Copy Submission: Proponents must submit **ONE (1)** hard-copies and **ONE (1)** electronic copy on a USB Drive of its proposal. Proposals submitted by hard copy must be submitted by hand or courier to:

**Sunshine Coast Regional District
1975 Field Road
Sechelt, BC
V0N 3A1**

Regardless of submission method, proposals must be received before Closing Time to be considered.

A proposal is deemed to incorporate the Confirmation of Proponent's Intent to Be Bound below, without alteration.

CONFIRMATION OF PROPONENT'S INTENT TO BE BOUND:

The enclosed proposal is submitted in response to the referenced Request for Proposals, including any Addenda. By submitting a proposal the Proponent agrees to all of the terms and conditions of the RFP including the following:

- a) The Proponent has carefully read and examined the entire Request for Proposals;
- b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the proposal; and
- c) The Proponent agrees to be bound by the statements and representations made in its proposal.

PROPONENT NAME (please print): _____

NAME OF AUTHORIZED REPRESENTATIVE (please print): _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

DATE: _____

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**INTENT TO SUBMIT
REQUEST FOR PROPOSAL
MAINTENANCE AND REPAIR SERVICES
FOR
REGIONAL DISTRICT PORTS
NO. 18 354**

Please complete this form and mail, email or fax immediately to:

Sunshine Coast Regional District
Attn.: Vanessa Schilling, Buyer
1975 Field Road
Sechelt, BC CA V0N 3A1

purchasing@scrd.ca
Telephone: 604 885 6800 ext. 6118
Fax: 604 885 7909

Failure to return this form may result in no further communication regarding this Request for Proposal (RFP).

Company Name: _____
Address: _____

Contact: _____
Telephone: _____
Fax: _____
Email: _____

I have received a copy of the above noted RFP and:

Yes, I will be responding to this RFP.

I understand that if I do not response to this notice of intent, this will not affect our Company's status as a potential supplier in the future. I also understand that if I do not return this form, our company may not receive any further notices with regard to this RFP.

Signature: _____

Title: _____

Date: _____

1.0 SECTION ONE: TERMS & CONDITIONS

1.1 GENERAL CONDITIONS

1.1.1 FORM OF OFFER

This RFP must be completed in its entirety and it is the Proponents sole responsibility to ensure that the submission and the number of copies in the form required are received on time and at the proper location. Failure to properly complete this may cause your submission to be rejected. Submissions received after the closing time will be returned unopened.

The submissions should be placed in a sealed envelope and addressed as per Schedule G "Sample Label."

1.1.2 ORAL OR ELECTRONIC SUBMISSIONS

Oral, email or faxed Proposals will not be accepted. It is the Proponents sole responsibility to ensure that the Proposal and the number of copies are received on time, in the form requested and at the proper location. Proposals received after the closing time will be returned, unopened.

For electronic submissions (BC Bid), the following applies:

- The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time;
- Only pre-authorized e-bidders registered on BC Bid can submit electronic bids on BC Bid. BC Bid is a subscription service (\$150 per year) and the registration process may take two business days to complete. If using this submission method, Proponents should refer to the BC Bid website or contact BC Bid Helpdesk at 250-387-7301 for more information. An electronic proposal submitted on BC Bid must be submitted using the e-bidding key of an authorized representative of the Proponent. Using the e-bidding key of a subcontractor is not acceptable.

1.1.3 SIGNATURE REQUIRED

Proposals must be properly signed by an officer, employee or agent having authority to bind the Proponent by that signature.

1.1.4 CLARIFICATIONS, ADDENDA & MINOR IRREGULARITIES

If any Proponent finds any inconsistencies, errors or omissions in the documents or requires information, clarification of any provision contained therein, they shall submit their query in writing via email, addressed as follows:

Vanessa Schilling, Buyer
purchasing@scrd.ca
Sunshine Coast Regional District
1975 Field Road, Sechelt, BC V0N 3A1

Questions regarding this document must be received by 15:00 five (5) business days prior to the closing date.

Any interpretation of, addition to, deletions from or any other known corrections to the documents, will be issued as written addendum by the Sunshine Coast Regional District (Regional District) and will be emailed to all Proponents.

1.1.5 WITHDRAWAL

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its proposal before the closing time. Unless the RFP otherwise provides, Proponents should use a consistent submission method for submitting proposals and any amendments or withdrawals. Upon closing time, all proposals become irrevocable. The Proponent will not change any part of its proposal after the closing time unless requested by the Regional District for purposes of clarification.

1.1.6 CONDUCT OF CONTRACT

Unless otherwise specified within this document, any queries regarding this document are to be directed to the Purchasing Department at purchasing@scrd.ca. No other verbal or written instruction or information shall be relied upon by the Proponent, nor will they be binding upon the Regional District.

1.1.7 INDEMNITY

The Proponent must indemnify and save harmless the Regional District, its employees, Board Members and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Regional District or any of the Regional District's employees, Board Members or agents may sustain, incur, suffer or be put to at any time, either before or after this agreement ends, to the extent the loss is directly or indirectly caused or contributed to by:

- any act or omission by the Proponent or by any of the Proponent's agents, employees, officers, directors or Subcontractors in connection with this agreement; or
- any representation or warranty of the Proponent being or becoming untrue or incorrect.

1.1.8 SUSTAINABILITY POLICY

The Regional District adheres to its sustainability policy and considers submissions not only on the total cost of goods or services, but submissions that addresses the environment and social factors. The intent of the Regional District's policy is to shift spending away from goods and services that negatively impact the environment and society toward product and services that are more environmentally sound and socially beneficial.

1.1.9 ENVIRONMENTAL RESPONSIBILITY

The Regional District is committed to preserving the environment. Proponents shall provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Proponent supplies materials, and where such materials may cause adverse effects, the Proponent shall indicate the nature of the hazard in its submissions. The Proponent agrees to advise the Regional District of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse condition of the environment.

1.1.10 INVOICING & PAYMENTS

The Proponent is required to issue an invoice to the Regional District for the goods or services that are rendered. The Regional District has a standard payment terms of net 30 days. Upon approval of the invoice(s) by the Regional District's budget manager(s), the Regional District will process the payment within our standard payment terms. Original invoices are to be forwarded to the accounts payable department at accounts.payable@scrd.ca. Where applicable the purchase order number assigned must be stated on the invoice otherwise payment may be delayed.

1.1.11 PRICING, CURRENCY AND TAXES

Prices offered are to be provided in Schedule A. Prices will be firm for the entire Contract period unless this tender specifically states otherwise. All lump sum fees shall be in Canadian dollars and include all costs of performing all the services required before and after tax(es).

The Proponent must provide their GST/PST number as a provision of the contract.

1.1.12 EXTRAS

No payments for extras will be made unless prior written approval change order has been issued by the Regional District.

1.1.13 IRREVOCABLE SUBMISSION

Proposals will be open for acceptance for at least 90 days after the closing time. The Regional District may request the date to be extended to 120 days if the process requires more time to execute such as seeking for board approval.

1.1.14 TIME IS OF THE ESSENCE

Time shall be of the essence in this contract. The Regional District reserves the right to cancel any order if not fulfilled within a reasonable time and in accordance with the terms and conditions specified.

1.1.15 ASSIGNMENT

The Proponent will not assign or transfer its obligations under this agreement, in whole or in part, without the written consent of the Regional District. All assignments must be listed and are subject to approval by the Regional District.

1.1.16 OWNERSHIP OF DOCUMENTS & FREEDOM OF INFORMATION

All proposals and other records submitted in response to this RFP shall become the property of the Regional District and as such will be subject to the provisions of the Freedom of Information and Protection of Privacy Act, and the RFP, will be held in confidence. For more information on the application of the Act, go to http://www.cio.gov.bc.ca/cio/priv_leg/index.page.

1.1.17 RESERVATION OF RIGHTS

In addition to any other reservation of rights set out in the RFP, the Regional District reserves the right, in its sole discretion:

- to modify the terms of the RFP at any times prior to the closing time, including the right to cancel the RFP at any time prior to entering into a contract with a Proponent;
- in accordance with the term of the RFP, to accept the submission or submissions that it deems most advantageous to itself;
- to waive any non-material irregularity, defect of deficiency in a submission;
- to request clarification from a Proponent with respect to its submission, including clarification as to provisions in its submission that are conditional or that may be inconsistent with the terms and conditions of the RFP, without any obligations to make such a request to all Proponents, and consider such clarifications in evaluating the submission.
- to reject any submission due to unsatisfactory references or unsatisfactory past performance under contracts with the Regional District, or any material error, omissions or misrepresentation in the RFP;
- at any time, to reject any or all submissions; and
- at any time, to terminated the competition without award and obtain the goods and services described in the RFP by other means or do nothing.

1.1.18 COST OF SUBMISSION

Proponents are solely responsible for their own expenses in participating in the tender process, including costs in preparing a proposal and for subsequent finalizations with the Regional District, if any. The Regional District will not be liable to any Proponent for any claims, whether for costs, expenses, damages, losses or liability incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final contract, or any other matter whatsoever.

1.1.19 ACCEPTANCE OF TERMS

Submission indicates acceptance of all the terms and condition, including those that follow and that are included in all appendices and any addenda.

1.1.20 PROPONENT'S RESPONSIBILITY

It is the Proponent's responsibility to ensure that the terms and condition contained herein are fully understood and to obtain any further information required on its own initiative. The Regional District reserves the right to share, with all Proponents, all questions and answers related to this document.

1.1.21 OPENING OF SUBMISSIONS

Submissions will be opened:

- in public, at the closing location, immediately after the closing date and time, and the submissions will be opened and read; or
- in private.

Submissions will be evaluated in private, including submissions that were opened and read in public, if applicable. The contract will not be awarded at the time of opening.

If only one submission is received, the Regional District reserves the right to open the submission in private or if the total bid price exceeds the estimated budget for the contract, the Regional District may cancel and re-tender, accept, not accept and cancel or re-scope the work seeking a better response, with or without any substantive changes being made to the tender documents.

If more than one submission is received from the same Proponent, the last submission received, as determined by the Regional District, will be the only submission considered.

1.1.22 MANDATORY REQUIREMENTS

Submissions not clearly demonstrating that they meet the following requirements will receive no further consideration during the evaluation process:

- Attendance at the mandatory site meeting
- Submissions must be received at the closing location before the closing time.
- Submissions must be in English.
- The proposal must be submitted using one of the submission methods set out on the cover page of the RFP
- The proposal must either (1) include a copy of the cover page that is signed by an authorized representative of the Proponent or (2) be submitted by using the e-bidding key on BC Bid (if applicable), in accordance with the requirements set out in the RFP

Submissions must be submitted in accordance with the submission requirements outlined in Section Three.

1.1.23 EVALUATION

Submissions will be assessed in accordance with the evaluation criteria (Section Four). The Regional District will be under no obligation to receive further information, whether written or oral, from any Proponent. The Regional District is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a submission.

1.1.24 AWARD OF CONTRACT

The Purchasing Policy at the Regional District offers contracts to businesses through an open, fair and consistent competitive bidding process. This ensures that the Regional District will receive the best overall value for the goods and services it requires. The Regional District reserves the right to cancel, award all or part of the scope of work described in this document to a single Proponent or may split the award with multiple Proponents.

All awards are subject to Board approval that meets the needs as determined by the Board. The Regional District, in receipt of a submission from a Proponent, may in its sole discretion consider the Proponent to have accepted the terms and conditions herein, except those expressly excluded or changed by the Proponent in writing.

The RFP shall not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit the Regional District in any way to award a contract.

1.1.25 INSURANCE & WORKSAFE

The Proponent shall obtain, provide proof of and continuously hold for the term of the contract, insurance coverage with the Regional District listed the minimum limits of not less than those stated below:

- Commercial General Liability – not less than \$2,000,000 per occurrence
- Vehicle Third Party – not less than \$2,000,000 per occurrence
- Marine Liability – not less than \$2,000,000 per occurrence

The Proponent is required to add Regional District as an “additional insured” on the Commercial General Liability policy of insurance and the policy shall contain a cross-liability/severability of interest clause.

The Proponent must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Proponent’s obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

The Proponent must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the term at the Proponent’s expense if:

- the Proponent is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
- such personal optional protection insurance is available for the Proponent from WorkSafeBC or other sources.

Within 15 business days of being requested to do so by the Regional District, the Proponent must provide the Regional District with evidence of the Proponent’s compliance with the *Workers Compensation Act*.

1.1.26 COLLUSION

Except otherwise specified or as arising by reason of the provisions of these documents, no person, or corporation, other than the Proponent has or will have any interest or share in this proposal or in the contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponent in connection with responses submitted for this project and the Proponent has no knowledge of the context of other responses and has no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the submission.

1.1.27 LIABILITY OF ERRORS

While the Regional District has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Regional District, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

1.1.28 LAW

This RFP and any resulting agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

1.1.29 CONFLICT OF INTEREST & SOLICITATION

A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed Subcontractor, may, in the Regional District's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, Contractor or representative of the Regional District involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Purchasing Department prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, Contractor or representative of the Regional District, including members of the evaluation committee and any elected officials of the Regional District, or with the media, may result in disqualification of the Proponent.

1.1.30 DEFAULT & TERMINATION

The Regional District at its sole discretion may immediately terminate any contract awarded through this process if there is a major violation of agreed terms and conditions or where the Proponent has taken an action against the Regional District. During the contract period, should the Regional District experience budget restraint or operational requirements that require a review of this contract, the Regional District reserves the right to terminate this contract without penalty, with three weeks written notice. If key personnel changes the Regional District reserves the right to terminate the contract prior to term.

The Regional District may, by Notice of Default to the Proponent, immediately terminate in whole or in part of the contract if the Proponent fails to perform the services required. In the event the Regional District does terminate the contract in whole or in part as specified above, the Regional District may acquire goods or services in an alternative method for business continuity and the Proponent shall be liable to the Regional District for any incurred additional costs as liquidated damages.

1.1.31 DISPUTE RESOLUTION

In the event of any dispute between the parties arising out of or in connection with this RFP or any resulting agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:

- the parties must initially attempt to resolve the dispute through collaborative negotiation;
- if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society; and
- if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Unless the parties otherwise agree in writing, an arbitration or mediation will be held in Vancouver, British Columbia. And unless the parties otherwise agree in writing, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration other than those costs relating to the production of expert evidence or representation by counsel.

1.1.32 FORCE MAJEURE (ACT OF GOD)

Neither party shall be responsible for any delay or failure to perform under its obligations under this contract where such delay or failure is due to fire, flood, explosion, war, embargo, governmental action, Act of Public Authority, Act of God, or to any other cause or similar force majeure event beyond its control, except labour disruption. In the event force majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.

1.1.33 CONFIDENTIALITY

The Proponent acknowledges that prior to the closing time it may be required to enter into a confidentiality agreement with the Regional District in order to obtain access to confidential materials relevant to preparing a proposal.

1.1.34 RIGHT TO DO WORK

If the Proponent neglects to perform the work properly or fails to perform any provision of this contract, the Regional District after five days written notice to the Proponent, without prejudice to any other remedy, can make good such deficiencies and may deduct all cost due to the Proponent.

1.1.35 WORKERS

The Contractor shall maintain good order and discipline among the Contractor's employees and the Subcontractors engaged in the Work. The Contractor shall not employ, or permit Subcontractors to employ, worker who are not skilled in the assigned task. The Contractor shall employ sufficient workers to perform the Work.

1.1.36 SAFETY

The Proponent will not knowingly employ anyone who may be a threat to the safety of public or employees or to the smooth operation of the Regional District. Anyone deemed to be a threat to safety will be immediately removed (at the sole discretion of the Regional District). All equipment used by the Proponent to be in good repair and free of any leakage of any kind.

1.1.37 ADVERTISEMENT

The successful Proponent will not use the name of the Regional District or any of the contents of this document in any advertising or publication without prior written consent from the Regional District.

1.1.38 BYLAW

The Proponent will ensure compliance with and conform to all health and safety laws, bylaws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.

1.2 SPECIFIC CONDITIONS

1.2.1 SUBCONTRACTORS

- Unless the RFP states otherwise, the Regional District will accept proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. The Regional District will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed sub-contractors, if applicable.
- All Subcontractors, including affiliates of the Proponent, should be clearly identified in the proposal.
- A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the Regional District's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by the firm or individual in the preparation of the RFP or a relationship with any employee, Contractor or representative of the Regional District involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether a proposed Subcontractor might be in a conflict of interest, the Proponent should consult with the Regional District Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.
- Where applicable, the names of approved Subcontractors listed in the proposal will be included in the Contract. No additional Subcontractors will be added nor other changes made to this list in the Contract without the written consent of the Regional District.

1.2.2 PERMITS AND LICENSES

The successful Proponent shall obtain all permits, licenses, approvals and certificate which, as of the tender closing date and time, are generally required for the performance of the Work (collectively the "Contractor permits"). Contractor Permits shall include all municipal construction permits and approvals. The Contractor shall pay all Contractor permit fees.

1.2.3 BID BOND

The tender must be accompanied by a tender security ("Bid Security") in the form of a bid bond issue by a surety licensed to carry on the business of suretyship in British Columbia in a form reasonable satisfactory to the Regional District or a certified cheque or bank draft or letter of credit in a form acceptable to the Owner in the amount equal to 10% of the tender price.

1.2.4 PERFORMANCE BOND

Within 15 days of receipt of the written notice of award, the successful Proponent will deliver to the Regional District a performance bond and a labour and material bond, each in the amount of 50% of the contract price, covering the performance of the work including the successful Proponent's obligations during the maintenance period, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia and in a form acceptable to the Regional District; or

A bank draft, in the amount of 20% of the total contract price. The bank draft less 5% of the total contract price will be returned 60 days after the completion of the contract which will be held until the end of the maintenance period; or

A letter of credit, in the amount of 20% of the total contract price, without a termination date. The letter of credit will be returned 60 days after the completion of the contract and after the issuance of a letter of credit for the warrantee period, without a termination date in the amount of 5% of the total contract price which will be held until the end of the maintenance period.

1.2.5 OWNER'S RIGHT TO DO WORK

If the successful Proponent neglects to perform the work properly or fails to perform any provision of this contract, the Regional District after five days written notice to the Proponent, without prejudice to any other remedy, make good such deficiencies and may deduct all cost due to the Proponent.

1.2.6 CLEANUP

The successful Proponent will maintain the site in a clean and orderly condition.

2.0 SECTION TWO: PROJECT SCOPE AND SPECIFICATIONS

2.1 INTRODUCTION

The Regional District is requesting proposals from qualified Contractors to provide inspections, routine maintenance and repair services for nine (9) Regional District public ports, and potentially for other Regional District marine properties.

2.2 BACKGROUND

The Regional District owns, operates and maintains nine (9) ports and docks facility located within the Sunshine Coast. The Regional District took over ownership of these facilities in 2001 from Transport Canada. The ports facilities locations are: Eastbourne, Gambier Harbour, Hopkins Landing, Keats Landing, Halfmoon Bay, Halkett Bay, Port Graves, Vaucroft, West Bay.

2.3 DEFINITIONS

- a) “Docks” and “Ports”– means the following marine facilities: Eastbourne, Gambier Harbour, Hopkins Landing, Keats Landing, Halfmoon Bay, Halkett Bay, Port Graves, Vaucroft, West Bay.
- b) Routine maintenance and minor repairs – general carpentry required for installation and repairs, sign installations, lighting repairs, crane repairs, power washing, painting, garbage and graffiti removal, rail repairs, etc.
- c) Major repairs/replacements – piling, dolphin, cross brace, and major floatation/dock repairs/replacements and any other major repairs/replacements outside routine maintenance/repairs.
- d) Safety or emergency repairs – may include minor or major repairs that pose a user or vessel safety concern, an immediate risk to the port facility, or create a significant service impact; may include moving or stabilizing derelict vessels or vessels of concern, removal of floating or lodged debris/logs, etc.

2.4 SCOPE OF WORK

The work would consist of:

- a) Coordination meetings thrice-yearly with Regional District liaison to review work completed and work planned.
- b) Routine thrice-yearly inspections of all nine (9) Regional District public docks to ensure that they are maintained in a safe condition. This would include, but not be limited to, on site, visual inspection of the wharf heads, dock, timber structure, foot trafficways (including anti-slip material), gangways, gangway rollers, roller rails, floats, piles, dolphins, rails, signage, lighting, sheds, derricks, ladders, bumpers, cleats, rollers, cranes, etc.
Dates for inspections are to be confirmed with Regional District at least five (5) business days in advance. If pre-arranged, a Regional District liaison or delegate may also attend the inspection, with marine transportation to be provided by the Contractor at their expense.
Each inspection shall produce a written report to be submitted to the Regional District within five (5) business days of the actual inspection. Each report would clearly list all deficiencies found including photos and whatever actions were required to remediate them. If repairs/replacements are assessed, cost estimates and the required repair timeframe for the repair to be included. Reports are to be provided in electronic format (MS Word or Excel) following then-current Regional District inspection report template (included as Appendix 1) and, for each facility, include a markup of facility drawings and approximately ten (10) supporting photographs.

- c) Routine thrice-yearly maintenance and minor repairs to all nine (9) Regional District docks, including items as the wharf heads, dock, timber structure, foot trafficways (including anti-slip material), gangways, gangway rollers, roller rails, floats, piles, dolphins, rails, signage, lighting, sheds, derricks, ladders, bumpers, cleats, rollers, cranes, etc.
Complete all minor maintenance/repairs promptly in response to inspections, at approved rates in Schedule A.
- d) Safety and emergency repairs on an as-needed basis, at the discretion of Regional District staff, either as a result of routine inspection or public service request. Barricades and safe guarding are considered to be at the discretion of the Contractor and/or the Regional District, but the repairs themselves are only to be made following approval from the Regional District in writing. Safety and emergency repairs are considered high priority and must be responded to within 48 hours of request.
Each safety or emergency repair shall produce a written report to be submitted to the Regional District within one (1) business day of the actual repair. Each report would clearly list all deficiencies found and whatever actions were required to remediate them. If repairs/replacements are assessed, cost estimates and the required repair timeframe for the repair to be included. Reports are to be provided in electronic format (MS Word or Excel) following then-current Regional District inspection report template (included as Appendix 1) and, for each facility, include a markup of facility drawings and approximately ten (10) supporting photographs.
- e) Major repairs/replacements on an as-needed basis as determined by the Regional District. These major repairs/replacements can either be the result of public service request, inspection item, or capital planning requirement. Major repairs, not including safety and emergency repairs, in this contract are limited to \$30,000 combined for all dock facilities per year.
Major Repairs are considered anything not included in the list above for Routine Maintenance. Written approval from the Regional District is required prior to undertaking any Major Repair.

2.5 PROPOSED SCHEDULE OF ACTIVITIES

Regional District Docks Annual Maintenance – Plan

① = general inspection number

X = work required

AN = perform work as needed

Activity	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Coordination meeting			X				X				X	
General inspection				①				②				③
Written report				X				X				X
Derrick lubrication				X				X				X
Ladder cleaning and lubrication				X				AN				AN
Reset nailheads				X				AN				AN
Repair or replace anti-slip				AN				AN				AN
Repair or replace signage (signage supplied by Regional District)				AN				AN				AN
Touch up zone paint				AN				AN				AN
Gangway roller lubrication				AN				AN				AN
Pressure washing				AN				AN				AN

2.6 INVOICING

The Contactor is to submit invoices following each inspection and/or maintenance activity. The invoice are to include all labour, material and costs associated with the services. All required services on an as needed basis and/or repairs will be billed out at the rates provided in Schedule A. The Contractor will include an itemized list of materials before and after markup on the invoice(s).

2.7 LOCATION & DOCK REGULATIONS

The location and regulations for each of the nine (9) Regional District owned docks and ports can be found on our website at <http://www.scrd.ca/locations-regulations> .

2.8 ADDITIONAL LOCATIONS & DOCKS

The Regional District may request the successful Contractor to perform marine related repair service at other Regional District owned or managed marine properties such as but not limited to waterfront parks.

2.9 DISPOSAL & SECURITY

The successful Contractor is responsible for the disposal and removal of any material, as well as is responsible for ensuring that the material and equipment are kept secure and safe.

2.10 SAFETY REQUIREMENTS

The Contractor is required to ensure when they are performing the services that the site is maintained in a safe and orderly condition ensuring that they meet all required safety regulations (such as Transport Canada Marine Safety, Worksafe BC and all other pertinent regulations). Any damages caused by the Contractor while performing the services will be repaired at the Contractor's expense. The Contractor must notify the Regional District immediately of any damage cause by the Contractor.

2.11 WEATHER CONDITIONS

If the Contractor is unable to provide the services due to poor weather conditions, the Contractor is responsible to notify the Regional District liaison or his designate of the delay and complete the work the next business day unless otherwise agreed upon at no additional cost to the Regional District.

2.12 WARRANTY & WORKMANSHIP

The Contractor shall provide one (1) year warranty on all annual maintenance items and completed repairs, the warranty is to comprise of all associated costs including but not limited to labour and materials. The Contractor must notify the Regional District in writing when a work has been completed.

The Regional District shall have the right to reject any item that, at its sole opinion does not conform to an acceptable standard of quality, quietness of operation, finish, appearance and performance. Unacceptable material and workmanship must be rectified to the approval of the Regional District's liaison and at no additional cost to the Regional District.

2.13 REGIONAL DISTRICT CONTACT

The successful Contractor will work directly with the Regional District liaison or designate.

The Regional District liaison is Sam Adams, Parks Planning Coordinator. The Regional District may change liaisons following written notice to the contractor.

2.14 TERM OF CONTRACT

The term of the contract shall be for a three (3) year period, with the option to extend one (1) optional two (2) year period, subject to Contractor's performance.

2.15 MANDATORY SITE MEETING

Regional District staff will be available to the Proponents for a mandatory site meeting on October 26th, 2018. Access to the docks & ports is subject to weather conditions.

The meeting schedule is as follows:

- 8:30 am local time at the Hopkins Landing Dock at the bottom of Hopkins Road in Gibsons, BC.
- 9:15 am local time at the Gibsons Landing Harbour Authority Dock located at 611 School Road, Gibsons, BC and the Proponents will be transported via Water Taxi to view the following locations: Eastbourne, Keats Landing, Gambier Harbour, West Bay, Ports Graves, Halkett Bay.
- 2:40 pm local time at the Halfmoon Bay Dock located at the bottom of Mintie Road in Halfmoon Bay, BC.
- 3:30 pm local time at Buccaneer Marina located at 5535 Sans Souci Rd, Sechelt BC and the Proponents will be transported via water taxi to view the Vaucroft dock.

The meeting schedule may be adjusted during the site meeting depending on the length of time spent at each dock & port.

If interested in attending the site meeting, please email Vanessa Schilling at purchasing@scrd.ca to RSVP.

Proponents should **RSVP attendance by October 25, 2018 at 12:00 pm**. The site meeting will be cancelled if no RSVPs are received, if you miss the RSVP deadline Proponents can contact the purchasing department to confirm if the site meeting is happening and request an available seats.

3.0 SECTION THREE: SUBMISSION REQUIREMENTS

The submission should be prepared in a manner that clearly demonstrates fulfilment of all the listed requirements.

1. **COVER LETTER AND EXECUTIVE SUMMARY:** Provide a letter of introduction outlining your organization's understanding of the work required.
2. **CORPORATE PHILOSOPHY:** Provide a description of your organization's corporate philosophy.
3. **PROPOSAL:** Provide the approach, methodology, capacity to complete the work and any objectives to completing services. This is to include any recommendations and value added components.
4. **EXPERIENCE:** Provide any information regarding all relevant marine experience as well as dock & ports repair and maintenance experience as well as many maintenance management experience and any relevant local knowledge.
5. **RFP COVER PAGE:** Provide a signed copy of the RFP coverage if required.
6. **FEE PROPOSAL** **SCHEDULE A**
7. **LIST OF CONTRACTS OF A SIMILAR NATURE** **SCHEDULE B**
8. **NON ACCEPTANCE OF TERMS & CONDITIONS** **SCHEDULE C**
9. **LIST OF SUBCONTRACTOR** **SCHEDULE D**
10. **LIST OF EQUIPMENT** **SCHEDULE E**
11. **LIST OF PERSONNEL & QUALIFICATIONS** **SCHEDULE F**
12. **CERTIFICATE OF INSURANCE & WORKSAFE BC CLEARANCE LETTER**

To be submitted upon award of contract:

1. **CERTIFICATE OF INSURANCE:** naming the Regional District as additional insured.
2. **WORKSAFE BC CLEARANCE LETTER**

4.0 SECTION FOUR: EVALUATION CRITERIA

Proponents must meet all mandatory requirements and must demonstrate in their submission that they have a clear understanding of the project’s requirements. Evaluation criteria are, but not limited to the followings:

Evaluation Criteria	Points
<p>1. Corporate Philosophy This criterion considers the proponent’s approach to marine construction, marine environmental protection and client and community communication/service.</p>	/10
<p>2. Methodology & Capacity This criterion considers the understanding of the project’s objectives, the methodology and the capacity to complete the work, as well as the quality and completeness of the submission.</p>	/30
<p>3. Records of Success This criterion considers the Contractor’s experience and references in providing similar services.</p>	/20
<p>4. Fees and Charges This criterion considers the price of the services.</p>	/40
Maximum Total Score:	/ 100

“Fee Score” / point formula: $Score = (\text{lowest qualified fee} / \text{Proponent proposed fee}) \times 40$

The Regional District reserves the right to be the sole judge of a qualified Proponent.

Proponents are encouraged to provide information on what makes the Proponent innovative and what is its competitive advantage. Describe all environmental “Green” certifications, innovations and any other benefits that contribute to overall best value of the submission.

The Evaluation Committee may, at its discretion, request clarifications or additional information from a Proponent with respect to any submission, and the Evaluation Committee may make such requests to only selected Proponents. The Evaluation Committee may consider such clarification or additional information in evaluating a submission.

The evaluation will be confidential and no totals, scores or price will be provided to any Proponent.

SCHEDULE A- FEE PROPOSAL

Price to include all materials, labour and supervision for the work described in the scope of work and related tasks. The price should include fees for routine maintenance, including the per hour rates to be charged for personnel and equipment (including overhead and profit), with mobilization and demobilization costs specified. The price herein shall be the total price for all the work done.

Routine Dock Maintenance							
Costs are to include mobilization & demobilization (if required)							
Maintenance Activity	Frequency	Year 1 Costs		Year 2 Costs		Year 3 Costs	
		Per occurrence	Annual	per occurrence	Annual	per occurrence	Annual
Eastbourne							
General inspection	3	\$	\$	\$	\$	\$	\$
Written report (from inspection.)	3	\$	\$	\$	\$	\$	\$
Derrick lubrication	3	\$	\$	\$	\$	\$	\$
Reset nail heads	1	\$	\$	\$	\$	\$	\$
Touch up zone paint	1	\$	\$	\$	\$	\$	\$
Ladder cleaning and lubrication	1	\$	\$	\$	\$	\$	\$
Annual Value for Eastbourne:			\$		\$		\$
Three Year Value for Eastbourne:							\$
Gambier Harbour							
General inspection	3	\$	\$	\$	\$	\$	\$
Written report (from inspection.)	3	\$	\$	\$	\$	\$	\$
Derrick lubrication	3	\$	\$	\$	\$	\$	\$
Reset nail heads	1	\$	\$	\$	\$	\$	\$
Touch up zone paint	1	\$	\$	\$	\$	\$	\$
Ladder cleaning and lubrication	1	\$	\$	\$	\$	\$	\$
Annual Value for Gambier Harbour:			\$		\$		\$
Three Year for Gambier Harbour:							\$

Routine Dock Maintenance (Continued)							
Maintenance Activity	Frequency	Year 1 Costs		Year 2 Costs		Year 3 Costs	
		per occurrence	Annual	per occurrence	Annual	per occurrence	Annual
Hopkins Landing							
General inspection	3	\$	\$	\$	\$	\$	\$
Written report (from inspection.)	3	\$	\$	\$	\$	\$	\$
Derrick lubrication	3	\$	\$	\$	\$	\$	\$
Reset nail heads	1	\$	\$	\$	\$	\$	\$
Touch up zone paint	1	\$	\$	\$	\$	\$	\$
Ladder cleaning and lubrication	1	\$	\$	\$	\$	\$	\$
Annual Value for Hopkins Landing:			\$	\$	\$		\$
Three Year for Hopkins Landing:							\$
Keats Landing							
General inspection	3	\$	\$	\$	\$	\$	\$
Written report (from inspection.)	3	\$	\$	\$	\$	\$	\$
Derrick lubrication	3	\$	\$	\$	\$	\$	\$
Reset nail heads	1	\$	\$	\$	\$	\$	\$
Touch up zone paint	1	\$	\$	\$	\$	\$	\$
Ladder cleaning and lubrication	1	\$	\$	\$	\$	\$	\$
Annual Value for Keats Landing:			\$		\$		\$
Three Year for Hopkins Landing:							\$

Routine Dock Maintenance (Continued)							
Maintenance Activity	Frequency	Year 1 Costs		Year 2 Costs		Year 3 Costs	
		per occurrence	Annual	per occurrence	Annual	per occurrence	Annual
Halfmoon Bay							
General inspection	3	\$	\$	\$	\$	\$	\$
Written report (from inspection.)	3	\$	\$	\$	\$	\$	\$
Derrick lubrication	3	\$	\$	\$	\$	\$	\$
Reset nail heads	1	\$	\$	\$	\$	\$	\$
Touch up zone paint	1	\$	\$	\$	\$	\$	\$
Ladder cleaning and lubrication	1	\$	\$	\$	\$	\$	\$
Annual Value for Halfmoon Bay:			\$		\$		\$
Three Year for Halfmoon Bay:							\$
Halkett Bay							
General inspection	3	\$	\$	\$	\$	\$	\$
Written report (from inspection.)	3	\$	\$	\$	\$	\$	\$
Derrick lubrication	3	\$	\$	\$	\$	\$	\$
Reset nail heads	1	\$	\$	\$	\$	\$	\$
Touch up zone paint	1	\$	\$	\$	\$	\$	\$
Ladder cleaning and lubrication	1	\$	\$	\$	\$	\$	\$
Annual Value for Halkett Bay:			\$	\$	\$		\$
Three Year for Halkett Bay:							\$

Routine Dock Maintenance (Continued)							
Maintenance Activity	Frequency	Year 1 Costs		Year 2 Costs		Year 3 Costs	
		per occurrence	Annual	per occurrence	Annual	per occurrence	Annual
Ports Graves							
General inspection	3	\$	\$	\$	\$	\$	\$
Written report (from inspection.)	3	\$	\$	\$	\$	\$	\$
Derrick lubrication	3	\$	\$	\$	\$	\$	\$
Reset nail heads	1	\$	\$	\$	\$	\$	\$
Touch up zone paint	1	\$	\$	\$	\$	\$	\$
Ladder cleaning and lubrication	1	\$	\$	\$	\$	\$	\$
Annual Value for Port Graves:			\$		\$		\$
Three Year Value Ports Graves:							\$
Vaucroft							
General inspection	3	\$	\$	\$	\$	\$	\$
Written report (from inspection.)	3	\$	\$	\$	\$	\$	\$
Derrick lubrication	3	\$	\$	\$	\$	\$	\$
Reset nail heads	1	\$	\$	\$	\$	\$	\$
Touch up zone paint	1	\$	\$	\$	\$	\$	\$
Ladder cleaning and lubrication	1	\$	\$	\$	\$	\$	\$
Annual Value for Vaucroft:			\$		\$		\$
Three Year Value Vaucroft:							\$

Routine Dock Maintenance (Continued)							
Maintenance Activity	Frequency	Year 1 Costs		Year 2 Costs		Year 3 Costs	
		per occurrence	Annual	per occurrence	Annual	per occurrence	Annual
West Bay							
General inspection	3	\$	\$	\$	\$	\$	\$
Written report (from inspection.)	3	\$	\$	\$	\$	\$	\$
Derrick lubrication	3	\$	\$	\$	\$	\$	\$
Reset nail heads	1	\$	\$	\$	\$	\$	\$
Touch up zone paint	1	\$	\$	\$	\$	\$	\$
Ladder cleaning and lubrication	1	\$	\$	\$	\$	\$	\$
Annual Value for Westbay:			\$	\$	\$		\$
Three Year Value for Westbay:							\$
Subtotal (Three Year Annual Value for each Port) :							\$
GST (5%):							\$
Total Contract Value:							\$

Hourly and Parts & Material Rates

Repair Costs			
Provide hourly rates that include all labour, supervision for as-needed maintenance and repair services.			
Labour	Year 1 Price/Hour	Year 2 Price/Hour	Year 3 Price/Hour
Per person/hr. Supervisor	\$	\$	\$
Per person/hr. crane operator	\$	\$	\$
Per person/hr. boat operator	\$	\$	\$
Per person/hr. skilled labour	\$	\$	\$
Per person/hr. un-skilled labour	\$	\$	\$
Per person/hr. diver	\$	\$	\$
Per person/hr. electrician	\$	\$	\$
Other (specify): _____/hr.	\$	\$	\$
Equipment	Year 1 Price/Hour	Year 2 Price/Hour	Year 3 Price/Hour
Steam Cleaner/hr.	\$	\$	\$
Work skiff/hr. (with operator)	\$	\$	\$
Barge and crane with pile driving equip	\$	\$	\$
Welder (with operator)	\$	\$	\$
Crew truck (per/km)	\$	\$	\$
Other (specify): _____/hr	\$	\$	\$
Parts & Materials			
Pricing shall be based on cost plus a percentage markup.			
Parts	Year 1 Mark Up (%)	Year 2 Price Mark Up (%)	Year 3 Price (Mark Up %)
Small Parts & Consumables	%	%	%
Large Parts & Timber / Lumber	%	%	%
Other (specify): _____	%	%	%

Mobilization & Demobilization Costs						
Location	Hourly Rate with Skiff			Hourly Rate with Barge		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Hopkins Landing	\$	\$	\$	\$	\$	\$
Keats Landing	\$	\$	\$	\$	\$	\$
Gambier Harbour	\$	\$	\$	\$	\$	\$
West Bay	\$	\$	\$	\$	\$	\$
Port Graves	\$	\$	\$	\$	\$	\$
Halkett Bay	\$	\$	\$	\$	\$	\$
Eastbourne	\$	\$	\$	\$	\$	\$
Halfmoon Bay	\$	\$	\$	\$	\$	\$
Vaucroft	\$	\$	\$	\$	\$	\$

SCHEDULE B- LIST OF CONTRACTS OF A SIMILAR NATURE

(Please photocopy if you require additional space)

The Proponent shall fill in details below of the most recent contracts they have undertaken with work of a nature similar to this proposed contract. It is the intention of the Regional District to use the information given below to assess the experience of the Proponent in the appropriate fields of work. The Regional District may contact the reference given below before awarding the contract.

LOCATION:	CLIENT:
CONTRACT NAME:	TELEPHONE NUMBER:
CONTRACT VALUE:	CONTACT NAME:
DESCRIPTION OF WORK:	

YEAR:

LOCATION:	CLIENT:
CONTRACT NAME:	TELEPHONE NUMBER:
CONTRACT VALUE:	CONTACT NAME:
DESCRIPTION OF WORK:	

YEAR:

LOCATION:	CLIENT:
CONTRACT NAME:	TELEPHONE NUMBER:
CONTRACT VALUE:	CONTACT NAME:
DESCRIPTION OF WORK:	

YEAR:

LOCATION:	CLIENT:
CONTRACT NAME:	TELEPHONE NUMBER:
CONTRACT VALUE:	CONTACT NAME:
DESCRIPTION OF WORK:	

YEAR:

SCHEDULE C- NON ACCEPTANCE OF TERMS & CONDITIONS
(Please photocopy if you require additional space)

PLEASE STATE:

CONDITION: _____

EXPLANATION OF NON-ACCEPTANCE:

CONDITION: _____

EXPLANATION OF NON-ACCEPTANCE:

CONDITION: _____

EXPLANATION OF NON-ACCEPTANCE:

CONDITION: _____

EXPLANATION OF NON- ACCEPTANCE

Proponents are advised that all variations from stated conditions will be reviewed and may negatively impact the overall rating of your submission.

SCHEDULE D – LIST OF SUBCONTRACTORS

(Please photocopy if you require additional space)

The Proponent must provide a list of all subcontractors being utilized. This list is required to be updated if any changes occur during the term of the contract.

1) Company: _____

Subcontractor: _____

Contact Name: _____

Phone: _____

2) Company: _____

Subcontractor _____

Contact Name: _____

Phone: _____

3) Company: _____

Subcontractor _____

Contact Name: _____

Phone: _____

SCHEDULE E – LIST OF EQUIPMENT
(Please photocopy if you require additional space)

The Proponent shall provide a description of the equipment proposed to use to fulfil the scope of work described above.

EQUIPMENT	DESCRIPTION	AGE OF EQUIPMENT

SCHEDULE F – LIST OF PERSONNEL & QUALIFICATIONS

(Please photocopy if you require additional space)

The Proponent is to list the personnel name, position, and qualifications of all key personnel used to use to fulfil the scope of work described above.

NAME	POSITION	QUALIFICATION

SCHEDULE G
SAMPLE LABEL

DO NOT OPEN – TENDER DOCUMENTS

RFP No. 18 354
Maintenance and Repair Services
for
Regional District Ports

PURCHASING DEPARTMENT
SUNSHINE COAST REGIONAL DISTRICT
1975 Field Road
Sechelt, BC V0N 3A1

CLOSING DATE: Friday November 9, 2018 at 3:00 PM

**Appendix 1 – Inspection Checklist / Report Template
(Included as a separate document)**

**Appendix 2 – Facility Condition Assessment
(included as a separate document)**