



# Sunshine Coast Regional District

# Request for Proposal

**Number: 2334501**

**for**

**Inspection & Maintenance of Regional District Ports**

**Issue Date:  
September 13, 2023**

**Closing Date of  
October 6, 2023 at 3:00 PM local time**

**CONTACT:** All enquiries related to this Request for Proposals, including any requests for information and clarification, are to be submitted by **September 26, 2023** and directed, in writing, to [purchasing@scrd.ca](mailto:purchasing@scrd.ca), who will respond if time permits with a Q&A on BC Bid by **September 28, 2023**. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and posted to BC Bid or otherwise distributed to prospective Proponents.

**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 <https://www.bcbid.gov.bc.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.

**Email Submission:** Proponents may submit an electronic proposal by email. Proposals submitted by email should be submitted to [submissions@scrd.ca](mailto:submissions@scrd.ca) in accordance with the instructions at Section 1.3 of the General Terms and Conditions of this RFP.

**OR**

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

**Sunshine Coast Regional District  
1975 Field Road  
Sechelt, BC V7Z 0A8**

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 Proposal, including any Addenda. By submitting a proposal the Proponent agrees to all of the terms and conditions of the RFP including the following:

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

**PROONENT NAME (please print):** \_\_\_\_\_

**NAME OF AUTHORIZED REPRESENTATIVE (please print):** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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## 1. GENERAL TERMS & CONDITIONS

### 1.1 DEFINITIONS

Throughout this Request for Proposal, the following definitions apply:

**“Addenda”** means all additional information regarding this RFP, including amendments to the RFP;

**“BC Bid”** means the BC Bid website located at <https://www.bcbid.gov.bc.ca/> ;

**“Closing Location”** includes the location or email address for submissions indicated on the cover page of this RFP, or BC Bid, as applicable;

**“Closing Time”** means the closing time and date for this RFP as set out on the cover page of this RFP;

**“Contract”** means the written agreement resulting from the RFP executed by the Regional District and the successful Proponent;

**“Contractor”** means the successful Proponent to the RFP who enters into a Contract with the Regional District;

**“Must”**, or **“mandatory”** means a requirement that must be met in order for a proposal to receive consideration;

**“Proponent”** means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to the RFP;

**“Proposal”** means a written response to the RFP that is submitted by a Proponent;

**“Request for Proposals”** or **“RFP”** means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Regional District by Addenda; and

**“Should”**, **“may”** or **“weighted”** means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

**“SCRD”**, **“Regional District”**, **“Organization”**, **“we”**, **“us”**, and **“our”** mean Sunshine Coast Regional District.

**“Docks”**, or **“Ports”** means the following marine facilities: Eastbourne, Gambier Harbour, Hopkins Landing, Keats Landing, Halfmoon Bay, Halkett Bay, Port Graves, Vaucroft, West Bay.

**“Boat Ramps”** means the following marine facilities: Coopers Green Boat Launch, and Ruby Lake Boat Launch.

**“Routine maintenance and minor repairs”** means general carpentry required for installation and repairs, sign installations, lighting repairs, crane repairs, power washing, painting, garbage and graffiti removal, rail repairs, etc.

**“Major repairs/replacements”** means piling, dolphin, cross brace, and major floatation / dock repairs / replacements and any other major repairs / replacements outside routine maintenance/repairs.

**“Safety or emergency repairs”** means may include minor or major repairs that pose a user or vessel safety concern, and 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.

### 1.2 FORM OF PROPOSAL

This Proposal must be completed in its entirety. Failure to properly complete this Proposal form may cause your Proposal to be rejected. The signing officer must initial all corrections. The Sunshine Coast Regional District (Regional District) reserves the right to permit a correction, clarification or amendment to the Proposal or to correct minor errors and irregularities.

### 1.3 SUBMISSION OF PROPOSAL

- a) Proposals must be submitted before Closing Time to the Closing Location using one of the submission methods set out on the cover page of this RFP. Proposals must not be sent by fax. The Proponent is solely responsible for ensuring that, regardless of submission method selected, the Regional District receives a complete Proposal, including all attachments or enclosures, before the Closing Time.
- b) For electronic submissions (BC Bid or email), the following applies:
  - (i) The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time;
  - (ii) The Regional District limits the maximum size of any single email message to 20MB or less.
  - (iii) Proponents should endeavour to submit emailed proposal submissions in a single message and avoid sending multiple email submissions for the same opportunity. If an electronic submission exceeds the applicable maximum single message size, the Proponent may make multiple submissions (BC Bid upload or multiple emails for the same opportunity). Proponents should identify the order and number of emails making up the email proposal submission (e.g. “email 1 of 3, email 2 of 3...”);
  - (iv) For email proposal submissions sent through multiple emails, the Regional District reserves the right to seek clarification or reject the proposal if the Regional District is unable to determine what documents constitute the complete proposal;
  - (v) Attachments must not be compressed or encrypted, must not contain viruses or malware, must not be corrupted, and must be able to be opened using commonly available software (e.g. Adobe Acrobat). Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The Regional District has no obligation to attempt to remedy any message or attachment that is received corrupted or cannot be viewed. The Regional District may reject proposals that are compressed encrypted, cannot be opened or

- that contain viruses or malware or corrupted attachments.
- c) For BC Bid e-submissions 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.
  - d) For email proposal submissions, including any notices of amendment or withdrawal referred to in Section 1.6, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP number and the project or program title.
  - e) The Regional District strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.
  - f) The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the Regional District Electronic Mail System or BC Bid.
  - g) While the Regional District may allow for email proposal submissions, the Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing Time. If the Regional District Electronic Mail System rejects an email proposal submission for any reason, and the Proponent does not successfully resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the Regional District Contact immediately to arrange for an alternative submission method if:
    - (i) the Proponent's email proposal submission is rejected by the Regional District Electronic Mail System; or
    - (ii) the Proponent does not receive an automated response email from the Regional District confirming receipt of each and every message transmitted, within a half hour of transmission by the Proponent.

An alternate submission method may be made available, at the Regional District's discretion, immediately to arrange for an alternative submission method, and it is the Proponent's sole responsibility for ensuring that a complete proposal (and all attachments) submitted using an approved alternate submission method is received by the Regional District before the Closing Time. The Regional District makes no guarantee that an alternative

submission method will be available or that the method available will ensure that a Proponent's proposal is received before Closing Time.

#### **1.4 SIGNATURE REQUIRED**

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

#### **1.5 CLARIFICATIONS, ADDENDA & MINOR IRREGULARITIES**

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

Purchasing Division  
Sunshine Coast Regional District  
1975 Field Road, Sechelt, BC V7Z 0A8

[purchasing@scrd.ca](mailto:purchasing@scrd.ca)

Any interpretation of, addition to, deletions from or any corrections to the proposal documents will be issued as written addendum by the Regional District.

All Addenda will be posted on BC Bid. It is the sole responsibility of the Proponent to check for Addenda on BC Bid. Proponents are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of Addenda.

#### **1.6 WITHDRAWAL OR REVISIONS**

Proposals or revisions may be withdrawn by written notice provided such a notice of withdrawal is received prior to the closing date and time. Proposals withdrawn will be returned to the Proponent unopened. Revisions to the proposals already received shall be submitted only by electronic mail, or signed letter. The revision must state only the amount by which a figure is to be increased or decreased, or specific directions as to the exclusions or inclusion of particular words.

#### **1.7 CONDUCT OF THE CONTRACT**

Unless otherwise specified within this document, any queries regarding this Request for Proposal are to be directed to [purchasing@scrd.ca](mailto:purchasing@scrd.ca). No other verbal or written instruction or information shall be relied upon by the Bidder, nor will they be binding upon the Regional District.

#### **1.8 CONFLICT OF INTEREST/NO LOBBYING**

- (a) 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 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.

- (b) 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.

## **1.9 CONTRACT**

By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Regional District on substantially the same terms and Conditions set out in [www.scrd.ca/bid](http://www.scrd.ca/bid) and such other terms and conditions to be finalized to the satisfaction of the Regional District, if applicable.

### **1.10 SUSTAINABLE PROCUREMENT**

The Regional District adheres to its sustainable consideration factors. Proposals will be considered not only on the total cost of services, but Proposals that addresses the environment and social factors.

### **1.11 INVOICING AND PAYMENT**

Unless otherwise agreed, the Regional District payment terms are Net 30 days following receipt of services or approved invoices, whichever is later. Original invoices are to be forwarded to the accounts payable department of the Regional District. The purchase order number assigned by the Regional District must be stated on the invoice otherwise payment may be delayed.

### **1.12 PRICING, CURRENCY AND TAXES**

Offered prices are to be attached as a price schedule in Canadian dollars with taxes stated separately when applicable.

### **1.13 IRREVOCABLE OFFER**

This Proposal must be irrevocable for 90 days from the Proposal closing date and time.

### **1.14 TIME IS OF THE ESSENCE**

Time shall be of the essence in this contract.

### **1.15 ASSIGNMENT**

The Proponent will not, without written consent of the Regional District, assign or transfer this contract or any part thereof.

### **1.16 OWNERSHIP OF DOCUMENTS & FREEDOM OF INFORMATION**

All documents submitted in response to this Request for Proposal shall become the property of the Regional District and as such will be subject to the disclosure provisions of the *Freedom of Information and Protection of Privacy Act* and any requirement for disclosure of all or a part of a Proposal under that Act.

The requirement for confidentiality shall not apply to any Proposal that is incorporated into a Contract for the Work. Further, the Regional District may disclose the top scoring proponent's aggregate pricing to the Regional District Board at a public meeting, when making a recommendation for the award of the Contract.

For more information on the application of the Act, go to [http://www.cio.gov.bc.ca/cio/priv\\_leg/index.page](http://www.cio.gov.bc.ca/cio/priv_leg/index.page).

### **1.17 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 and that no legal relationship or obligation regarding the procurement of any good or service will be created between Regional District and the proponent unless and until Regional District and the

proponent execute a written agreement for the Deliverables

### **1.18 COST OF PROPOSAL**

The Proponent acknowledges and agrees that the Regional District will not be responsible for any costs, expenses, losses, damage or liability incurred by the Proponent as a result of or arising out of submitting a Proposal for the proposed contract or the Regional District's acceptance or non-acceptance of their proposal. Further, except as expressly and specifically permitted herein, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

### **1.19 PROPONENT'S RESPONSIBILITY**

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

### **1.20 EVALUATIONS**

Proposals will be evaluated in private, including proposals that were opened and read in public, if applicable. Proposals will be assessed in accordance with the evaluation criteria.

If only one Proposal is received, the Regional District reserves the right to open the Proposal 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 solicitation documents. If more than one Proposal is received from the same Proponent, the last Proposal received, as determined by the Regional District, will be the only Proposal considered.

### **1.21 ACCEPTANCE OF TERMS**

The submission of the Proposal constitutes the agreement of the Proponent that all of the terms and conditions of the RFP are accepted by the Proponent and incorporated in its Proposal, except those conditions and provisions which are expressly excluded and clearly stated as excluded by the Proponent's proposal.

### **1.22 MANDATORY REQUIREMENTS**

Proposals not clearly demonstrating that they meet the mandatory requirements will receive no further consideration during the evaluation process.

### **1.23 INSURANCE & WCB**

The Proponent shall obtain and continuously hold for the term of the contract, insurance coverage with the Regional District Listed as "Additional Insured" the minimum limits of not less than those stated below:

- (a) Commercial General Liability – not less than \$5,000,000 per occurrence
- (b) Motor Vehicle Insurance, including Bodily Injury and Property Damage in an amount no less than \$2,000,000 per accident from the Insurance Corporation of British Columbia on any licensed motor vehicles of any kind used to carry out the Work.
- (c) Error & Omissions Insurance – not less than \$500,000 per occurrence
- (d) A provision requiring the Insurer to give the Owners a minimum of 30 days' notice of cancellation or lapsing or any material change in the insurance policy;

The Proponent must comply with all applicable laws and bylaws within the jurisdiction of the work. The Proponent must further comply with all conditions and safety regulations of the Workers' Compensation Act of British Columbia and must be in good standing during the term of any contract entered into from this process.

### **1.24 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 proposal 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 proposals submitted for this project and the Proponent has no knowledge of the context of other proposals and has no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the proposal.

### **1.25 CONFLICT OF INTEREST**

Proponents shall disclose in its Proposal any actual or potential conflict of interest and existing business relationship it may have with the Regional District, its elected or appointed officials or employees.

### **1.26 LIABILITY FOR ERRORS**

While the Regional District has used considerable efforts to ensure an accurate representation of information in these bid documents, the information contained 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.

### **1.27 TRADE AGREEMENTS**

This RFP is covered by trade agreements between the Regional District and other jurisdictions, including the following:

- a) Canadian Free Trade Agreement; and
- b) New West Partnership Trade Agreement.

### **1.28 LAW**

This contract and any resultant award shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed the proper law thereof.

### **1.29 REPRISAL CLAUSE**

Tenders will not be accepted by the Regional District from any person, corporation, or other legal entity (the "Party") if the Party, or any officer or director of a corporate Party, is, or has been within a period of two years prior to the tender closing date, engaged either directly or indirectly through another corporation or legal entity in a legal proceeding initiated in any court against the Regional District in relation to any contract with, or works or services provided to, the Regional District; and any such Party is not eligible to submit a tender.

### **1.30 FORCE MAJEURE (ACT OF GOD)**

Neither party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders or any other force majeure event. The Regional District may terminate the Contract by notice if the event lasts for longer than 30 days.

### **1.31 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 Regional District. The confidentiality of such information will be maintained by Regional District, except the total proposed value, which must be publicly released for all proposals, or otherwise required by the Freedom of Information and Protection of Privacy Act ("FOIPPA"), law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by Regional District to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

### **1.32 DISPUTE RESOLUTION**

All unresolved disputes arising out of or in connection with this Proposal or in respect of any contractual relationship associated therewith or derived therewith shall be referred to and finally resolved by arbitration as prescribed by Mediate BC services pursuant to its rules, unless otherwise mutually agreed between the parties.

### **1.33 DEBRIEFING**

At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the Regional District.

## INTRODUCTION

### 1.1 Purpose

The Sunshine Coast Regional District (Regional District) is requesting proposals from qualified Contractors to provide inspections, routine maintenance, and repair (*regular and emergency*) services for nine (9) Regional District public ports, two (2) public boat ramps, and potentially other Regional District marine properties.

## SITUATION/OVERVIEW

### 1.2 Background

The Regional District owns, operates, and maintains nine (9) port facilities and two (2) boat ramps located within the Sunshine Coast. The ports are typical legacy Transport Canada facilities with modifications unique to each port. The docks are mainly constructed with treated timber and creosote piles. Each dock contains a float and gangway structure, either secured with pile wells or anchor chains. Concrete surfacing, steel tubing, and vehicle guard rails are unique to some facilities. Other items located at some of the facilities include electrical lighting, derrick cranes, and service sheds. The boat ramps are reinforced poured concrete.

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

Port & Boat ramp names, locations are as follows:

Thormanby Island: Vaucroft

Sunshine Coast: Halfmoon Bay, Hopkins Landing, Ruby Lake, Coopers Green

Keats Island: Keats Landing, Eastbourne

Gambier Island: Gambier Harbour, West Bay, Port Graves, Halkett Bay

*Please refer to the overview maps of the Port and Boat Ramp locations as well as the site facility drawings included in the appendices for further detail.*

### 1.3 Project Objectives

The Contractor will conduct inspections and perform routine maintenance on the Regional Districts ports and boat ramps with a focus on keeping the facilities in good condition and on repairs that keep public safety at the forefront. Services are to align, where possible, with marine facility best management practices pertinent to the Sunshine Coast and area. The Contractor will retain accurate records of the inspections and repairs that are recommended and performed at each of the facilities including detailed member location, photographs, and costing (*costing only for repairs considered beyond the scope of annual routine maintenance*). Inspection reports are also to highlight larger upgrades for the Regional District to consider under capital repair. The Contractor will provide emergency response services and be able to respond to emergency call outs for repairs to the facilities within 24 (or 48 hrs?). When requested, the Contractor will provide project scopes and quotes for services.

The Proponents are required to submit a proposal that conforms to the requirements specified herein. They may also identify alternate approaches or additional recommended services provided that they are described and priced separately from the base scope.

The Hopkins landing port will have its own inspection schedule routine maintenance anticipated during the first 3 years of this contract.

## 1.4 Scope

### 1.4.1 The nine (9) Ports work will consist of:

a. Coordination twice-yearly with the Regional District liaison to review work completed and work planned.

b. Inspections:

Twice-yearly inspections of eight (8) Regional District public ports to ensure that they are maintained in a safe condition. (*Hopkins Landing will be on an as-requested basis*).

Inspections are to include, but not be limited to: on site visual inspection of the wharfheads, approach, pilings, footings, pile caps, stringers, cross braces, walers, timber/concrete decking, guardrails, curbrails, anti-skid traffic ways, gangway, gangway roller/footings, gangway transition plates/landing pad, float, pile wells, rub boards, dolphins, ladders, cleats, safety equipment, lighting, service shed, derrick crane, signage, 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 will produce a report to be submitted to the Regional District within five (5) business days of the actual inspection. Reports are to be provided in electronic format following the Regional District inspection report template (Appendix A). The report will include markup drawings of each facility with corresponding photographs, clearly listing all deficiencies found including photos and whatever actions are required to remediate them. A risk assessment, priority ranking, cost estimate and recommended required repair timeframe, for each identified deficiency that requires a corrective action is to be included in the report.

c. Routine maintenance and minor repairs:

Routine maintenance and minor repairs to all eight (8) Regional District docks are aimed to be completed during the onsite inspection mobilization. (*Hopkins Landing will be on an as-requested basis*). Routine minor maintenance/repairs are listed in Schedule A and will be at the approved rate of the successful Contractor.

Two extra mobilization and demobilization costs associated for each dock will be added into the fee structure as a provisional item. This is in understanding that some maintenance may be required to be completed outside the inspection rounds due to weather, tides, scope, etc. If the Contractor chooses to perform routine minor

maintenance/repairs outside of the scheduled twice-yearly inspection mobilization, prior arrangement is to be made with the Regional District to approve the provisional mobilization and demobilization costs. It will be to the discretion of the Contractor to schedule routine items best fit to each inspection mobilization.

d. Major repairs/replacements:

The Regional District may request the Contractor to provide major repairs or replacements. on an as-needed basis as determined by the Regional District. Major repairs are considered anything not included in the list of routine maintenance provided in Schedule A.

e. Hopkins Landing Port:

The Regional District may request the Contractor to provide services at the Hopkins Landing Port; the Contractor will provide the additional services at the same rate as the routine services unless otherwise stated. The major upgrades and repairs planned for this facility are in the starting stages and will continue alongside the term of this contract. Possible work to the successful Contractor would include items previously listed under the scope of work but may also include supportive inspections, information gathering, construction, and demolition at the guidance of an Engineer or the Regional District.

f. Additional Services as Requested:

The Regional District may request the Contractor to provide repairs within 48 hours. The Contractor will provide a written report for each additional service within one (1) business day of the actual service. Each report will clearly list all deficiencies found and whatever actions were required to remediate them, including photographs of all items.

**1.4.2 The Boat Ramp work will consist of:**

At the request of the Regional District, the Contractor will provide inspection services for the two boat ramps. Inspection services will include: inspection and reporting, curbrail install/repairs/replacements, concrete patching/formwork.

**1.4.3 Other Regional District owned or managed marine properties:**

At the request of the Regional District, the Contractor will perform marine related repair service at other Regional District owned or managed marine properties such as but not limited to waterfront parks.

**1.5 Materials & Equipment**

The Contractor will provide all materials and equipment needed to perform the necessary work.

**1.6 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.

## **1.7 Safety Requirements**

While performing the scope of work requested, the Contractor will ensure the site is maintained in a safe and orderly condition meeting all required safety regulations (e.g. 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.

## **1.8 Weather Conditions**

The Contractor will notify the Regional District liaison if weather conditions impact their ability to conduct/complete the services. Completion of the service will occur as soon as possible, and at no additional cost to the Regional District.

## **1.9 Environment**

The Regional District is committed to preserving the natural environment. Proponents are encouraged to offer recycled and/or environmentally sensitive products or services wherever possible. In keeping with sound business principles, consideration will be given to products or services where clear environmental superiority is proven and to Proponents having demonstrated their concern for the environment within their facilities.

## **1.10 Warranty & Workmanship**

The Contractor will 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 will notify the Regional District in writing when a work has been completed.

The Regional District will have the right to reject any item that, at its sole opinion does not conform to an acceptable standard of quality, 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.

## **1.11 Regional District Contact**

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

## **1.12 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.

## CONTRACT

### 1.13 General Contract Terms and Conditions

Proponents should review carefully the terms and conditions set out in the General Service Contract, including the Schedules. The General Contract terms can be found at: Information about our General Service Terms and Conditions can be found at [www.scrd.ca/bid](http://www.scrd.ca/bid).

### 1.14 Service Requirements

The Contractor's responsibilities will include the following:

- a) Submission of the inspection report in the Regional District provided template. (pdf.)
- b) Site photos submitted via cloud-based platform.
- c) Detailed records of what was repaired and at what specific location on the structure the repair was made.
- d) On-site signage (safety notifications, divers/workers in area, etc.) is to be provided by the Contractor.
- e) Provide one week notification to the Regional District of any planned maintenance or repairs to allow for public notification of the proposed maintenance and any associated closure of the facility.
- f) The Contractor may be asked to gather specific information during site visits that would be considered above the listed routine inspection items.
- g) During onsite visits the Contractor may be asked to notice and make note of the amount of people using the facility at that time, activities, usage, traffic, and any other pertinent information on how the facility is being used.
- h) Underwater repair, maintenance, and inspection (professional dive team) on an as-required basis.
- i) The twice annual inspection activities must take place such that normal facility operations are not affected.

The Scope of Work **does not** include any underwater investigative techniques during the annual inspections.

### 1.15 Related Documents

- 2019 facility drawings for each port by Herold Engineering [x9 documents]
- Schedule A – Fee schedule [x1 document]
- Overview maps of the port and boat ramp locations [x2 documents]

## REQUIREMENTS

In order for a proposal to be considered, a Proponent must clearly demonstrate that they meet the mandatory requirements set out in Section 7.1 (Mandatory Criteria) of the RFP.

This section includes “Response Guidelines” which are intended to assist Proponents in the development of their proposals in respect of the weighted criteria set out in Section 7.2 of the RFP. The Response Guidelines are not intended to be comprehensive. Proponents should use their own judgement in determining what information to provide to demonstrate that the Proponent meets or exceeds the Regional District’s expectations.

Please address each of the following items in your proposal in the order presented. **Proponents may find it helpful to use the individual Response Guidelines as headings for proposal responses.**

### 1.16 Capabilities

#### 1.16.1 Key Personnel and Organizational Experience:

Proposals should summarize the company’s qualifications and experience that display the company’s ability to fulfil the Regional Districts requested scope of services. Proposals should include the name and title of the regional Districts primary contact. Proponents should provide a list of key personnel and a summary of the organizations experience successfully providing similar services.

#### 1.16.2 Relevant Experience

The Proponent and any subcontractors of the Proponent included in its proposal should have a minimum of 5 years providing inspections and construction services of a similar scope and complexity.

Similar scope and complexity are defined as:

- a) Inspections to ports (above water) of a similar or greater scale and complexity of Transport Canada Legacy Facilities.
- b) Demonstrated compliance with environmental best management practices and regulations including the Province of British Columbia Best Management Practices for moorage facilities, Navigable Waters Protection Act, Fisheries Act. Etc.

#### 1.16.3 References

Proponents need to provide a minimum of 3 references (i.e. names and contact information) of individuals who can verify the quality of work provided specific to the relevant experience of the Proponent and of any subcontractors named in the proposal.

References from the Proponent’s own organization or from named subcontractors are not acceptable.

The Regional District reserves the right to seek additional references independent of those supplied by the Proponent, including internal references in relation to the Proponent’s and any subcontractor’s performance under any past or current contracts with the Regional District or other verifications as are deemed necessary by it to verify the information contained in the proposal and to confirm the suitability of the Proponent.

### **1.17 Technical Proposal**

Proponents will need to demonstrate their understanding of the services requested in the Scope of Work.

Proponents need to demonstrate ability to deliver the required services in a safe, effective, and consistent manner which will include but not be limited to a safe work procedure plan, high level details on how they will access the facilities, and how they will ensure the public, other contractors and the Regional District remain safe while the services are being performed.

### **1.18 Sustainable Social Procurement**

A factor in the Regional District evaluation process is sustainable social procurement and the evaluation of proposals will take this into consideration.

As part of any submission the Proponent is encouraged to identify how they may contribute to the following key social, employment and economical goals, but not limited to the following:

- a) Contribute to a stronger local economy by:
  - promoting a Living Wage
  - Using fair employment practices;
  - Increase training and apprenticeship opportunities;
- b) Local expertise knowledge by:
  - Being locally owned;
  - Utilization of local subcontractors;
- c) Environmental Cost of Ownership;
- d) Energy efficient products;
- e) Minimal or environmental friendly use of packing materials; and
- f) Reducing hazardous materials (toxics and ozone depleting substances).

### **1.19 Price**

Proponents need to submit a fee proposal that sets out the separate costs of each service proposed as well as an all-inclusive cost for the projects; (Schedule A) the proposal should include a breakdown of the fix prices including time, travel, hourly billable rates and material costs.

Prices quoted will be deemed to be:

- in Canadian dollars ;
- inclusive of duty, FOB destination, and delivery charges where applicable; and
- exclusive of any applicable taxes.

### **PROPOSAL FORMAT**

Proponents should ensure that they fully respond to all requirements in the RFP in order to receive full consideration during evaluation.

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- a) Signed cover page (see section 7.1 Mandatory Criteria).
- b) Table of contents including page numbers.
- c) A short (one or two page) summary of the key features of the proposal.
- d) The body of the proposal, including pricing, i.e. the "Proponent Response".
- e) Appendices, appropriately tabbed and referenced.
- f) Identification of Proponent (legal name)
- g) Identification of Proponent contact (if different from the authorized representative) and contact information.

## **EVALUATION**

Evaluation of proposals will be by a committee formed by the Regional District and may include other employees and contractors.

The Regional District's intent is to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores (if any) and who has the highest overall ranking.

Proposals will be assessed in accordance with the entire requirement of the RFP, including mandatory and weighted criteria.

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

The Evaluation Committee may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, 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 Proposal.

### **1.20 Mandatory Criteria**

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

<b>Mandatory Criteria</b>
The proposal must be received at the Closing Location before the Closing Time.
The proposal 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, this is also required for email submissions 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

### 1.21 Weighted Criteria

Proposals meeting all of the mandatory criteria will be further assessed against the following weighted criteria.

<b>Weighted Criteria</b>	<b>Weight (%)</b>
Capabilities This criterion considers the Contractors' qualifications and experience in providing similar services.	20
Technical Proposal This criterion considers the understanding of the projects objectives, the scope of work, the methodology as well as the quality and completeness of the submission.	30
Sustainable Social Procurement	10
Price (Fees and Charges)	40
<b>TOTAL</b>	<b>100</b>

### 1.22 Price Evaluation

The lowest priced Proposal will receive full points for pricing. All other prices will be scored using the following formula: lowest priced proposal/price of this proposal\* total points available for price.