



# Sunshine Coast Regional District

# Request for Proposal

**Number: 2634502**

**for**

**Marine Float and Anchor Replacement – West Bay**

**Issue Date:**

March 6, 2026

**Closing Date of**

**April 7, 2025 at 3:00 PM local time**

**CONTACT:** All enquiries related to this Request for Proposal, including any requests for information and clarification, are to be submitted by March 25, 2026 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 April 1, 2026. 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.

**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.

**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:

- a) The Proponent has carefully read and examined the entire Request for Proposal;
- 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.

**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.

### 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

1. 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.

2. 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.
3. 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 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.

4. 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.
5. 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.
6. 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.
7. 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 REGIONAL DISTRICTSHIP 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 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 in accordance with the requirements of CCDC 41 (summarized below) with the Regional District Listed as "Additional Insured" the minimum limits of not less than those stated below:

- a. Marine General Liability insurance shall have limits of not less than \$2,000,000 per occurrence, with an aggregate limit of not less than \$2,000,000 for completed operations within any policy year, and a deductible not exceeding \$10,000.
- b. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the Contractor.
- c. Protection & Indemnity insurance for any operational or chartered vessels used in the Work, including but not limited to work boats, tugs, barges, and landing craft. Coverage shall address crew injury, collision liability, damage to fixed and floating objects, and wreck removal, with limits of not less than \$2,000,000 per occurrence.
- d. Professional Errors and Omissions liability insurance covering engineering or design services provided by the Contractor or its Subcontractors, with limits of not less than \$2,000,000 per claim.
- c. Manned Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the Work), including use of additional premises, shall have limits of not less than \$10,000,000 inclusive per occurrence for

bodily injury, death and damage to property including loss of use thereof and limits of not less than \$10,000,000 for aircraft passenger hazard

- d. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times Contract Price and the full value, as stated in the Contract, of Products and design services that are specified to be provided by the Owner for incorporation into the Work, with a deductible not exceeding \$10,000.
- d. Contractors' equipment insurance coverage written on an "all risks" basis covering Construction Equipment used by the Contractor for the performance of the Work, shall be in a form acceptable to the Owner and shall not allow subrogation claims by the insurer against the Owner.
- e. Contractors' Pollution liability insurance shall have limits of not less than \$5,000,000 per occurrence for bodily injury, death and damage to property
- f. 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 acute 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.
- c) Canada-European Union Comprehensive Economic and 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.

## **2. INTRODUCTION**

### **2.1 Purpose**

The purpose of this project is to procure a Contractor for the West Bay Float (Float) Replacement project to remove the existing float and associated anchor blocks and to supply and install a complete replacement float system, including new anchor blocks and all required components as well as a ladder with rails hooking at the top. The scope includes all labour, materials, equipment, and coordination necessary to deliver a fully functional float that meets the Regional District's operational needs and accommodates the existing gangway.

The Regional District has allocated a budget of \$258,000 for the completion of this work. Proponents are expected to develop their proposals with this budget in mind while ensuring compliance with all technical, regulatory, and permitting requirements.

## **3. SITUATION/OVERVIEW**

### **3.1 Facility Location**

The float is located on Gambier Island, in Howe Sound, B.C. West Bay Port Facility is located on the southern aspect of Gambier Island, approximately 30 kilometers northwest of Vancouver, B.C across the Strait of Georgia. (Lat: 49.46069° N, Lon: 123.41842° W).

### **3.2 Background**

In 2001, the Regional District assumed care and control of nine (9) docks from Transport Canada; one (1) dock's float is subject to this tender. On October 25<sup>th</sup>, 2025, emergency repairs were made to the Port Facility's float. Following these repairs, it was recommended that the Regional District fully replace the floating dock structure. The Regional District requires a replacement float with a block and chain anchor system, designed to accommodate the existing gangway.

The Regional District has retained an Engineer (CIMA+) as our consultant for this Project. The Engineer shall act as the Contract Administrator, Construction Administrator, and Engineer of Record (EoR) for this project, all shop drawings, submittals, work plans, and related documentation will be reviewed by them in accordance with Engineers and Geoscientists BC (EGBC) requirements.

The Regional District has received an extension for Fisheries and Oceans Canada (DFO) permit 24-HPAC-00488 which is now valid until June 5th. If the Contractor cannot complete works before this date, they will be responsible for securing a new permit from the DFO.

The existing float is comprised of timber bull rails supported on timber risers and timber deck. The overall dimensions of the previous float were 15546mmx6407mm we would like a

similarly sized replacement. There are timber rubboards along the edges of the float. According to the 2009 facility drawings, the float substructure consists of treated timber crossties, joists, stringers, and flanges. The float is moored by chain and anchor connected at the north and south ends of the float. The chains extend to various concrete anchors, as well as a timber pile and rock anchor points. The floatation is reported, as a total of mixture of fiberglass pontoon and polystyrene floatation.

### **3.3 Project Objectives**

The objectives of the Float Replacement Project is to ensure the safe, reliable, and long-term functionality of the Port Facility's float system while meeting all technical, regulatory, and operational requirements. To achieve this, the Contractors objectives include but are not limited to carrying out the following:

1. Complete the full replacement of the existing float with a new float structure incorporating a dual block and chain anchor system designed to accommodate the existing gangway and meet current engineering standards.
2. Installation of a ladder that is type A or C with rails that are hooking at the top, all engineering related to this requirement would be the responsibility of the Contractor.
3. Fabricate the new float, including all structural, flotation, and connection components, in accordance with the EOR's design requirements and applicable EGBC standards.
4. Deliver and install the replacement float and anchor system at the Port Facility, ensuring proper alignment, mooring, and integration with existing infrastructure.
5. Remove and dispose of the existing float and associated anchor blocks, including all materials, debris, and obsolete components, in compliance with environmental and regulatory requirements.

### **3.4 Scope**

The Contractor shall provide all labour, materials, equipment, transportation, engineering, fabrication, installation, environmental protection, and coordination necessary to complete the Float Replacement Project. Work includes:

1. Design and installation services for the new float and anchor system in accordance with the EoRs specifications/ requirements.
2. Fabrication, delivery, and installation of the new ladder system, float system including structural, flotation and anchoring components.

3. Removal and disposal of the existing float, anchor blocks and associated material in compliance with all applicable regulations, codes and guidelines.
4. Obtaining all required permitting (except those already secured by the Regional District).
5. Completion of all in water and upland work required to complete the installation.
6. Coordination with marine authorities, the Regional District, and the EoR.
7. Compliance with all environmental, safety, and regulatory requirements including DFO and the BC Ministry of Environment.
8. Maintaining public access to the main wharf-head during the transition unless otherwise stated by the Regional District.
9. Providing two-weeks notice to the Regional District and EoR as to the scheduled date of removal and installation for the floats.
10. Communicate construction logistics and scheduling with all applicable marine navigating, controlling authorities and societies.
11. Ensure that timing and special precautions are in accordance with DFO and the Provincial Ministry of Environment.
12. Ensure the disposal of the existing float conforms to all applicable codes, guidelines, and regulations.
13. Ensuring proper containment and disposal of all debris, sawdust, and materials generated during work over water.
14. Maintaining emergency spill response equipment on site whenever working on or near the water.
15. Notifying the Regional District upon reaching Substantial Performance and coordinating final inspection with the Contractor's engineer, EoR and the Regional District.
16. Correcting all deficiencies identified by the EoR within a reasonable timeframe.
17. Providing a signed and sealed Certificate of Substantial Completion.

## **4. CONTRACT**

### **4.1 General Contract Terms and Conditions**

Proponents should review carefully the terms and conditions set out in Appendix A CCDC 2-2020.

### **4.2 Service Requirements**

The Contractor's responsibilities will include the following:

1. Prior to signing the Contract, the Contractor will provide:
  - a. Performance and Labour and Material Bond within 15 days of receipt of the written notice of award, 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.
2. Attend pre-construction and construction meetings and coordinate with the Regional District and EoR throughout the project.
3. Review all available background information, drawings, and site conditions to support accurate design and planning.
4. Prepare and submit a detailed project schedule, including fabrication, delivery, in water work, and commissioning milestones.
5. Submit a site-specific safety plan, including hazard assessments and emergency response procedures.
6. Submit a complete construction schedule that outlines all key milestones.
7. Develop, submit, implement and adhere to a quality control plan.

8. Provide design and installation services for the new float and anchor system in accordance with the drawings and specifications.
9. Develop engineered design documents, including drawings, specifications, calculations, and certifications, signed and sealed by a qualified professional engineer registered with EGBC.
10. Ensure the design accommodates the existing gangway and meets all applicable codes, standards, and marine engineering practices.
11. Submit all design documents, shop drawings, product data and technical submittals for review and acceptance by the EoR prior to fabrication.
12. Obtain all permits, approvals, and notifications required for the work, except those already secured by the Regional District. If in water work cannot be completed before June 5, secure a new DFO authorization at the Contractor's cost and responsibility.
13. Comply with all federal, provincial, municipal, and environmental regulations, including DFO, Transport Canada, WorkSafeBC, and EGBC requirements.
14. Prepare and implement an Environmental Management Plan, including provision of a Qualified Environmental Professional or equivalent to monitor adherence, spill prevention, debris control, and protection of marine life.
15. Fabricate the float, flotation system, structural components, rubboards, bull rails, and anchor system in accordance with the approved design. The Contractor can complete the fabrication at another site as determined by the Contractor
16. Ensure all materials meet specified durability, corrosion resistance, and marine grade requirements.
17. Conduct quality control inspections during fabrication and maintain documentation for review by the EoR. The Contractor will have to provide a inspection and test plan for review by the Engineer prior to commencing the Work.
18. Prepare and submit fabrication plans, welding procedures (if applicable), and material certifications.
19. Remove the existing float, flotation components, anchor blocks, chains, and all associated hardware.
20. Manage and dispose of all removed materials in accordance with environmental regulations and waste disposal requirements. The Contractor will need to submit a disposal plan that includes all possible materials that will be removed, retained and reused from the existing float.

21. Prevent release of debris, contaminants, or floatation materials into the marine environment.
22. Transport the new float and anchor components to the project site.
23. Install the float, anchor blocks, chains, and all connection hardware in accordance with the approved design and EoR direction.
24. Ensure proper alignment, mooring tension, gangway interface, and operational functionality.
25. Coordinate with marine authorities for vessel access, navigation safety, and any required notices to mariners.
26. Maintain safe work practices, including vessel safety, diver safety (if applicable), and public protection.
27. Provide access to the EoR and Regional District for inspections during fabrication, installation, and commissioning.
28. Conduct testing and verification of float stability, anchor tension, and structural performance as required.
29. Correct any deficiencies identified by the EoR or Regional District at no additional cost.
30. Provide as-built drawings, material certifications, inspection reports, and maintenance recommendations in electronic format pdf., AutoCAD or Civil 3D CAD.
31. Submit all certificates, warranties for materials, workmanship, and fabricated components.
32. Commissioning and turnover

### **4.3 Environmental**

The Contractor shall implement all necessary measures to prevent or minimize harm to fish and fish habitat, including the use of effective debris control devices during drilling or any work conducted over water. All debris, sawdust, shavings, or other materials generated by the Work that enter or risk entering the water shall be fully contained, promptly recovered, and disposed of in accordance with applicable laws and regulations.

The Contractor will always maintain appropriate emergency spill response equipment on site when working on or near the water and shall comply with all regulatory requirements, including but not limited to the obligation to:

1. Develop and implement an Environmental Management Plan (EMP) based on the environmental Protection Plan (EPP) prepared by Hatfield Consultants
2. Having a Qualified Environmental Profession (QEP) or equivalent on site to adhere to the EMP.
3. Comply with all applicable environmental regulations, guidelines, and best management practices.
4. Implement measures to prevent debris, contamination, or any adverse effects on marine life or the surrounding environment.

#### **4.4 Scheduling**

The Regional District's preference is for the work to be completed as soon as practicable and, ideally, within the validity period of the current DFO permit. Alternative timelines will be considered, provided the Contractor secures any required new permits from DFO.

The anticipated schedule for the project is as follows:

1. Contract Award Approval is expected on April 30<sup>th</sup>
2. Contract Execution is anticipated to occur within two (2) weeks of the award approval date.
3. Project Completion for all in work water work is targeted for on or before June 5<sup>th</sup> 2026, unless the Contractor intends to submit a new permit to DFO.
4. Substantial Completion for the entire project on or before June 12<sup>th</sup>, 2026. An extension to August 28<sup>th</sup>, 2026 to accommodate a new DFO permit can be considered but is not preferred.

Please note that although the Regional District has secured funding for this project, any need for additional funding may delay the Contract Award Approval date and if the successful Proponent cannot complete the work by the expiry of the existing permit the award may be delayed; the date above are approximates.

#### **4.5 Payment Schedule**

The Regional District anticipates issuing payments to the Contractor at the following milestones, based on verified completion of work up to each milestone:

1. Completion of Design — upon delivery of signed and sealed design documents and specifications for the Float Replacement, reviewed and approved by the Engineer of Record.

2. Completion of Fabrication — when fabrication of the new float and anchor systems has been fully completed.
3. Removal and Installation Work — upon removal and disposal of the existing float and anchor systems (as required) and installation of the replacement float components.
4. Substantial Completion Requirements — payment for all outstanding items necessary to achieve Substantial Completion.
5. Post Substantial Performance Work — payment for any work completed after Substantial Performance has been achieved.
6. Holdback Release — release of statutory holdback in accordance with the *Builders Lien Act*.

#### **4.6 Standards**

The Contractor will be responsible for adhering to all applicable standards which could include but are not limited to:

1. WorkSafe BC Requirements.
2. BC Building Code.
3. Provincial and Local Government Regulations.
4. Environmental Best Management Practices.
5. Permits.

#### **4.7 Related Documents**

1. Appendix A CCDC 2
2. Appendix B Photos of Existing Float
3. Appendix C Supplemental Specifications
4. Appendix D Drawings
5. Appendix E Enviro Protection Plan
6. Appendix F DFO Permit
7. Appendix G Supplemental General Conditions

## 5. 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.**

### 5.1 Capabilities

#### 5.1.1 Relevant Experience

The Proponent and any subcontractors of the Proponent included in its proposal should have a minimum of five (5) years within the past eight (8) years providing services of a similar scope and complexity. Similar scope and complexity is defined as

- Experience delivering marine infrastructure projects involving float replacements, anchor block installation, and associated structural and buoyancy system work.
- Demonstrated ability to meet seasonal construction deadlines and deliver projects within tight timelines.
- Demonstrated ability to produce engineered designs, stamped drawings, and technical specifications that meet regulatory and industry standards
- Demonstrated compliance with environmental best management practices and applicable regulations, including but not limited to; the Province of British Columbia Best Management Practices for Moorage Facilities, the Fisheries Act, the Navigable Waters Protection Act, and other relevant legislation.
- Experience implementing environmental protection measures, including debris containment, spill prevention, turbidity and sediment control, and compliance with marine habitat protection requirements.
- Experience managing waste, demolition materials, and contaminated components in accordance with provincial and federal requirements.

- Strong track record delivering complete project documentation, schedules, and record drawings for marine infrastructure projects.
- Proven success obtaining permits and approvals from Fisheries and Oceans Canada (DFO), Ministry of Environment and Parks (MoEP) and other relevant authorities for in-water construction projects.
- Proven ability to coordinate and execute marine construction while maintaining public access and minimizing operational disruptions.

Proponents will need to provide evidence that of there experience as an organization and for key personnel who will be performing the work.

### **5.1.2 Qualifications**

The Proponents team will need to include but is not limited to:

- Professional Engineer (P.Eng.) — Structural or civil engineer.
- Environmental Professional such as a Qualified Environmental Professional or equivalent.
- Project Manager.
- Certified Welder as required.
- Marine Carpenter as required.
- Equipment Operator.
- Commercial Diver (as required).
- Permitting Specialist (as required).
- Quality Assurance/Quality Control Lead.
- Certified Rigger.

Proponents should provide current Curriculum Vitae or Builders Resume for the team members that will be responsible for the roles outlined above.

### **5.1.3 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.

#### **5.1.4 Environmental Requirements**

Provide detailed information on the methods, equipment, and procedures that will be used to prevent or minimize harm to fish and fish habitat, including:

- Details about their debris control devices to be used during drilling or any work conducted over water.
- Procedures for containment, recovery, and disposal of debris, sawdust, shavings, or other materials that may enter or risk entering the water.
- Measures to prevent contamination or adverse effects on marine life and the surrounding environment.

Provide information on what we should anticipate seeing as part of the environmental management plan that will be developed for this project and information on how it would be implemented

Provide details on how you will comply with all applicable environmental regulations, guidelines and best management practices.

## **5.2 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:

1. Contribute to a stronger local economy by:
  - promoting a Living Wage
  - Using fair employment practices;
  - Increase training and apprenticeship opportunities;

2. Local expertise knowledge by:
  - Being locally owned;
  - Utilization of local subcontractors;
3. Environmental Cost of Ownership; and
4. Reducing hazardous materials.

### **5.3 Approach**

Proponents need to provide a comprehensive Project Approach demonstrating how all requirements of this RFP will be met. The Project Approach shall include, but is not limited to, the following:

- The type of engineered, signed, and stamped design proposed, including the rationale for its selection.
- A detailed installation plan.
- A fabrication plan.
- A disposal plan.

Proponents are encouraged to propose alternative design and replacement options, provided such alternatives comply with applicable best practices, regulations, and standards, and support the continued public use of the float in accordance with Bylaw 518.

In addition, Proponents need to provide detailed information regarding:

- Design considerations, including but not limited to estimated lifespan, material selection, durability, safety, and other relevant factors.
- Ease of maintenance and repair, with particular emphasis on the ability to perform required work without the use of divers.

Proponents should also describe the measures they will implement to mitigate any disruption to port operations, in full compliance with the requirements of Bylaw 518.

#### **5.3.1 Scheduling**

Proponents should ensure a seamless transition from the existing float to the newly designed float. Limiting the down time for public use of the Regional District float. Allowance of the main wharf-head at West Bay to remain open to public use and mitigating any disruption to persons or business using the port. The Regional District is hopeful to have the new float in place and open for public use as soon as possible.

Proponents need to provide a project schedule that includes a start date, design phase, length of construction, estimated date of installation, length of time for the installation and confirmation that they can meet the dates outlined in the RFP.

#### **5.4 Site Safety Plan**

Proponents need to submit a Site Safety Plan detailing how all proposed work will be executed safely while the marine port remains fully operational. The plan will need to demonstrate a clear understanding of the unique risks associated with working in an active port environment and outline the measures that will be implemented to protect workers, port personnel, tenants, vessels, and the public.

The Site Safety Plan will need address, at a minimum, the following elements:

- Mobilization and Demobilization
- Worksite Safety and Operational Controls
- Environmental and Marine Safety
- Marine and Life Safety
- Emergency Response and Incident Management
- Health and Safety Management

#### **5.5 Bid Bond**

The proposal must be accompanied by a bid security in the form of a bid bond issued 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 Regional District in the amount equal to 10% of the proposal price.

If the Proponent chooses to use the BC Bid e-submission method the Proponent will need to upload an electronic copy of the Bid Bond, Certified Check, Letter of Credit or Bank Draft with their BC Bid e-submission and the original will need to be received by the Regional District within five (5) business days of the closing date. If the Proponent submit an e-bond the bond must be verifiable, containing a digital signature, digital corporate seal and a verification tag or a to check that the bond document has not been altered

## 5.6 Price

Proponents need to submit an all-inclusive cost for the project and separate pricing for the ladder portion of the work, the price will need to include all prices including time, travel, hourly billable rates and material costs.

Prices quoted will be deemed to be:

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

Bidder's will provide a list of all major suppliers and manufacturers involved in the contract, including their country of origin and whether they are based in the United States.

## 6. 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.

## 7. 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.

### 7.1 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 Confirmation of Proponent's Intent to be Bound 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
Bid Bond

### 7.2 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	30
Approach	20
Schedule	20
Sustainable Social Procurement	5
Price	25
<b>TOTAL</b>	<b>100</b>

### 7.3 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

## **Appendix A CCDC 2- 2020**

(provided as a separate document)

# Appendix B Photos of existing Float



## **Appendix C Supplemental Specifications**

(provided as a separate document)

# Appendix D Drawings

(provided as a separate document)

## **Appendix E Environmental Protection Plan**

(provided as a separate document)

Proponents should be aware that the window for completing this project has been extended from January 31st to June of 2026 and Hatfield Environmental was obtained by the Regional Districts Engineer (CIMA) to obtain this report. The Regional Districts Engineer will be acting as the Contract administrator and will be reviewing and insuring compliance from the Contractors and their QEP.

## **Appendix F DFO Permit**

(provided as a separate document)

Proponents should be aware that the Regional District has received written approval to extend the permit date to June of 2026

## **Appendix G Supplemental General Conditions**

### **General Conditions**

#### **GC 11.1 INSURANCE**

Delete paragraph 11.1.1.1 in its entirety and replace with:

“Marine General Liability insurance in the name of the Contractor, and including (or in the case of a blanket policy, endorsed to name) the Owner and the Consultant as additional insureds, but only with respect to liability—other than legal liability arising out of their sole negligence—arising from the Contractor’s operations in performing the Work.

Marine General Liability insurance shall be maintained from commencement of the Work until one (1) year after Ready-for-Takeover. Coverage for completed operations hazards shall continue for six (6) years after Ready-for-Takeover.”

### **General Conditions**

#### **GC 11.1 INSURANCE**

Delete paragraph 11.1.1.5 in its entirety.

#### **GC 11.1 INSURANCE**

Add paragraphs 11.1.10 as follows:

“Protection & Indemnity insurance for any operational or chartered vessels used in the Work, including but not limited to work boats, tugs, barges, and landing craft. Coverage shall address crew injury, collision liability, damage to fixed and floating objects, and wreck removal, with limits of not less than \$2,000,000 per occurrence.”

#### **GC 11.1 INSURANCE**

Add paragraphs 11.1.11 as follows:

“Marine Construction Liability insurance covering float, dock, and shoreline construction activities, including marine contractors liability, environmental liability, and completed operations coverage, with limits of not less than \$2,000,000 per occurrence.”

#### **GC 11.1 INSURANCE**

Add paragraphs 11.1.12 as follows:

“Professional Errors and Omissions liability insurance covering engineering or design services provided by the Contractor or its Subcontractors, with limits of not less than \$2,000,000 per claim.”

### **GC 11.1 INSURANCE**

Add paragraphs 11.1.13 as follows:

#### **“1.1.13**

All insurance policies shall contain provisions to the effect that thirty (30) days prior notice of cancellation will be given in writing to each insured, including the *Owner*. In the event that some or all of the insurance policies required under this *Contract* are cancelled, the *Contractor* shall promptly obtain insurance with other insurers so as to comply with the provisions of this *Contract*.”

### **CCDC 41 CCDC Insurance Requirements**

Delete paragraph 1.and replace it with the following:

“Marine General Liability insurance shall have limits of not less than \$2,000,000 per occurrence, with an aggregate limit of not less than \$2,000,000 for completed operations within any policy year, and a deductible not exceeding \$10,000.

Coverage shall be no less than that provided by IBC Form 2100 (including non-owned automobile liability) and IBC Form 2320. Umbrella or excess liability insurance may be used to achieve the required limits.”

### **CCDC 41 CCDC Insurance Requirements**

Delete paragraph 2.and replace it with the following:

“Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.”

### **CCDC 41 CCDC Insurance Requirements**

Delete paragraph 11.1.1.6

**END OF SECTION**