



# Sunshine Coast Regional District

# Request for Proposal

**Number: 2434504**

**for**

**Dock Upgrades at Hopkins Landing**

**Issue Date:**

October 11, 2024

**Closing Date of**

**November 8, 2024 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 October 25, 2024 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 November 1, 2024. 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:

- 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.

**PROPONENT 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

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 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 need to meet the CCDC 41 Insurance requirements and should not less than those stated below:

- (a) General liability insurance shall be with limits of not less than \$10,000,000 per occurrence, an aggregate limit of not less than \$10,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$10,000 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.
- (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) 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. Such insurance shall be in a form acceptable to the Owner.

- (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.
- (e) Unmanned aerial vehicle liability insurance with respect to owned or non-owned aircraft (if used directly or indirectly in the performance of the Work), shall have limits of not less than \$5,000,000 per occurrence or accident for bodily injury, death and damage to property or such amounts as required by any applicable law or regulation
- (f) Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the Work.
- (g) 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.
- (h) Contractors' Pollution liability insurance shall have limits of not less than \$5,000,000 per occurrence for bodily injury, death and damage to property.
- (i) 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.

#### **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 Regional District is seeking proposals from qualified Contractors to replace the deteriorated, damaged, or otherwise compromised components of the Hopkins Landing Port facility.

## **3. SITUATION/OVERVIEW**

### **3.1 Background**

In June of 2024 the Regional District launched a community-wide effort to revamp the beloved Hopkins Landing dock located at 160 Hopkins Road, Gibsons, BC. The original use for the structure was a residential, commercial, and industrial wharf that serviced the once independent community of Hopkins Landing. Since its construction, the Sunshine Coast has been interconnected with a public ferry service, roads, and other infrastructure, reducing the key services for the Wharf to boat-to-land access, public assembly, leisure, and tourism. In recent years, the Wharf has been reviewed by the Regional District and found to be of insufficient structural integrity to maintain access. The Wharf was closed to public access in 2023 following this review and has remained closed until repair work could be completed.

### **3.2 Project Objectives**

The Hopkins Landing Renovation Project aims to restore the facility so that it can be reopened to the public. Boundary Consulting Services Ltd. (BCS) was retained by the Regional District be the engineer of record and to complete design, specifications, permitting, tendering services, contract administration, construction management services, and post-construction closeout, including completion of record drawings for the major structural repairs and upgrades to the Wharf. The end objective is to complete structural and public safety related repairs to allow the dock to reopen to public in the first quarter of 2025.

### **3.3 Scope**

The Project scope of the work entails completion of all repairs and replacement work outlined in the IFT drawings and Specifications. Primarily The Project focuses on replacing deteriorated, damaged, or otherwise compromised components of the Hopkins Landing Port facility, as detailed in the design documents included in Appendix 3.

The repair activities on site will generally follow the following key activities:

- a) Barge mobilization/demobilization/spudding which includes transportation of materials to site, spudding of a barge in the nearshore in the project area, and reversal on completion of the Project.
- b) Removal of decommissioned components which includes full removal of non-replacement decommissioned components (such as unused fender dolphins), as itemized in Appendix 3.
- c) Replacement compromised components which include the removal and disposal of worn or damaged wharf components, as itemized in Appendix 3, and replacement of those components with new structural components.
- d) Float installation which includes the placement and connection of the landing float to the primary structure, and connection of the ramp to the float.
- e) Transportation of materials to site, spudding of a barge in the nearshore in the project area, and reversal on completion of the Project.
- f) Transport and disposal of non-replacement decommissioned components (such as unused fender dolphins), as itemized in Appendix 3.
- g) Removal and disposal of worn or damaged wharf components, as itemized in Appendix 2, and replacement of those components with new structural components.
- h) Minimize project timeline and impact on the environment.

### **3.4 Environmental Requirements**

The Contractor will comply with the applicable requirements and implement mitigation measures for work that applies to the Contractor. The Contractor will have to follow the Construction Environmental Control Plan and any other environmental standards, guidelines, and Best Management Practices throughout the term of the contract

## **4. CONTRACT**

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

Proponents should review carefully the terms and conditions set out in the CCDC 4 – 2023 Contract including the Schedules and Supplemental Conditions. The Contract terms can be found in Appendix 1.

### **4.2 Service Requirements**

The Contractor's responsibilities will include the following:

- a) Provision of 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, utilizing one of the methods below:
  - a. The Performance and Labour and Material bonds will be each in the amount of 50% of the contract price, covering the performance of the work including the Contractor's obligations during the maintenance period. The bonds must be issued by a surety company that is licensed to carry on the business of suretyship in the province of British Columbia and in a form acceptable to the Regional District.
  - b. If the Contractor provides an e-bond the e-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.
- b) Working closely with the Regional District staff and representatives throughout the term of the contract.
- c) Submitting Weekly progress reports with photos are to be submitted to the Regional District.
- d) Provision of all the deliverables as outlined above and in Appendix 2 & 3.
- e) Conforming to all applicable codes, guidelines regulations and all laws as required by the authorities having jurisdiction.
- f) Employing skilled and qualified people to complete the work including subcontractors.
- g) Complying with all by-laws or regulations regarding noise for each respective jurisdiction.
- h) Obtaining all permits, licenses, approvals and certificates required for the performance of the work.
- i) Provision of all temporary facilities and construction site maintenance.
- j) Submittal of a Quality Control Program prior to commencing the works (the program should include every item in the scope of work).
- k) Notifying the Regional District when the work has reached substantial performance and shall review all completed work with the Regional District for the purposes of final inspection, deficiencies, and commissioning. The Contractor will provide the Regional District with a written completion schedule for the correction of all deficiencies identified for review and acceptance.
- l) Warrant that the work is completed in a good and skilful manner and provide a minimum of one (1) year warranty on their work after issuance of Notice of Substantial performance by the Regional District.
- m) During the warranty period, any part of the work found by the Regional District to be defective or faulty due to imperfect or poor construction or material, the Contractor will replace such defective items without expense to the Regional District.
- n) Provision of two (2) hard copies and one (1) electronic copy in PDF format of record drawings, commissioning reports, testing and verification reports, and operation and maintenance manuals.

## 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 10 years providing services of a similar scope and complexity. Similar scope and complexity is defined as

- a) Successful experience managing and constructing (conducting major repairs) including piles extraction and installation at least three (3) port’s facility upgrades of similar size and complexity. With at least one (1) of the port’s facility upgrades completed and has obtained substantial completion within the last five (5) years.
- b) Experience working within limited road access.
- c) Preferable the above with Local Government (Municipalities and Regional Districts).

#### 5.1.2 Project Team and Qualifications

The Proponent will develop a team has qualified personal to perform the services, the project team will ideally include team members from the following disciplines:

Position	Ideal Experience	Ideal Experience / Qualifications
Project Manager	5-7 years	PMP (Project Management Professional) or equivalent; experience in marine construction projects

Site Superintendent	5-7 years	Gold Seal Certification (GSC) from the Canadian Construction Association; extensive construction experience
Lead Hand / Foreman	3-5 years	Journeyman certification in a relevant trade; supervisory experience
Crane Operator	2 – 3 years	Certification from BC Crane Safety; Class 1 or 2 operator license
Pile Driver Operator	2-3 days	Similar if not the same operator as the Crane.
Environmental QEP	5 years	Can be a subcontractor to author and review compliance with the CECP

Proponents need to provide the curriculum vitae for the key members of the project team.

Proponents need to identify any subcontractors, trade and associated qualification as part of there response.

**5.1.3 References**

Proponents need to provide a minimum of three (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 references should directly relate the relevant experience in section 5.1.1 and the project team in section 5.1.2.

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**

Proponent should provide details on how they will address:

- a) Any physical habitat displacement.
- b) Water quality impacts.
- c) Noise and vibration impacts.
- d) Sediment bed impacts.
- e) potential introduction of invasive species.
- f) Any other environmental considerations.

Proponents should provide details on how they will:

- a) Comply with all applicable regulatory and environmental requirements and what are they.
- b) Implement mitigation measure to ensure that all environmental requirements are met.
- c) Reuse (upcycle) or recycling any of the components. This should be considered as the preferred method of disposal whenever possible.
- d) How they will handle and dispose of any hazardous waste including special hazardous waste.

Proponent should provide details on how they will address:

- a) Any physical habitat displacement.
- b) Water quality impacts.
- c) Noise and vibration impacts.
- d) Sediment bed impacts.
- e) potential introduction of invasive species.
- f) Any other environmental considerations.

## **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:

- 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).

### **5.3 Approach**

Proponents need to provide a proposal that illustrates an understanding of the Regional District context, project requirements and the process that will be used to complete the services. The Proponent's approach should address but is not limited to the following:

- a) What is your proposed project management approach, including work planning, managing milestones and deliverables, communication with Regional District staff and a timeline that will keep the project on time and on budget.
- b) What strategies do you have in place to reduce overall project time and impact on the environment, and include methods of transportation for equipment, material and labour.
- c) What is your proposed augmentation to the scope of work, such as additional tasks or processes, that may improve the project outcome. Explain why such tasks or processes are recommended.
- d) Describe any known risks, issues, and assumptions made when explaining the proposed approach and methodology.
- e) How will minimize the impact on access roads and areas used by public (when applicable) and what considerations and details will be taken into account.
- f) Do you have any proposed areas that would be used for construction, storage and access and where are they located?

### **5.4 Workplan**

Proponents need to provide a detailed critical path project schedule identifying all major work tasks and milestones including but not limited to start date, key project milestones, any tentative shutdowns and phase completion date.

### **5.5 Site Safety Plan**

Proponents need to provide a site safety plan that outlines how the work will be performed safely. The plan needs to be compliant with WorkSafe BC and other regulatory bodies. Proponents should include details on how they will access the site, ensure the safety of members of the public as well as staff, details on traffic control measures and any other safety considerations that are required to perform work of this nature.

## **5.6 Added Value**

Proponents need to provide details about any value-added services that they are offering in connection with this project. Value-added is considered to be additional offerings that are of no additional cost. Added value considerations could be but is not limited to innovations to complete the work more efficiently and effectively, discounts, additional services being included as part of the base scope of work, community outreach and communication, training and education programs, scheduling efficiencies, etc.

## **5.7 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 Owner 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 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.

## **5.8 Price**

Proponents need to submit all-inclusive costs in the Schedule of Quantities and Prices. Proponents should also include hourly rates and material markup.

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.

## **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
Project Approach and Work Plan	25
Environmental Requirements	5
Site Safety Plan	10
Sustainable Social Procurement	5
Value Add	5
Price	20
<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 1 CCDC Contract**  
(provided as a separate document)

**Appendix 2 Report**  
(provided as a separate document)

**Appendix 3 Drawings**  
(provided as a separate document)