

Request for Proposals Anderson Lake Docks and Boat Launch Replacement



Issue Date: November 13, 2016

Closing Date: January 9, 2017

Closing Location: SLRD Office

Contact: Allison Macdonald

DEFINITIONS AND ADMINISTRATIVE RE

1. Definitions

Throughout this Request for Proposals, the following definitions apply:

- b. "Consultant" means the successful Proponent to this Request for Proposals who enters into a written Contract with the Regional District;
- c. "must", or "mandatory" means a requirement that must be met in order for a Proposal to receive consideration;
- d. "Proponent" means an individual or a company that submits, or intends to submit, a Proposal in response to this Request for Proposals;
- e. "Proposal" means the document submitted by the Proponent;
- f. "Regional District" or "SLRD" means the Squamish-Lillooet Regional District;
- g. "Request for Proposals" or "RFP" means the process described in this document; and
- h. "should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

2. Terms and Conditions

The following terms and conditions will apply to this Request for Proposals. Submission of a Proposal in response to this Request for Proposals indicates acceptance of all the terms that follow and that are included in any addenda issued by the Regional District. Provisions in Proposals that contradict any of the terms of this Request for Proposals will be as if not written and do not exist.

3. Additional Information Regarding the Request for Proposals

Proponents are advised to fill out and return the attached Receipt Confirmation Form attached to this RFP as Schedule A. This form may be delivered by fax or email and will facilitate the further receipt by the Proponent of Addenda to the RFP, if any.

4. Late Proposals

Proposals will be marked with their receipt time at the closing location. Only complete Proposals received and marked before closing time will be considered to have been received on time. Late Proposals may not be accepted and may be returned to the Proponent. In the event of a dispute, the Proposal receipt time as recorded at the closing location shall prevail whether accurate or not. Proponents are strongly advised to verify

receipt of their Proposal by the SLRD prior to the Closing Time.

5. Eligibility

Proposals may not be evaluated if the Proponent's current or past corporate or other interests may, in the Regional District's opinion, give rise to a conflict of interest in connection with the project described in this Request for Proposals. 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 Person listed on page 1 prior to submitting a proposal.

Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

6. Evaluation

Evaluation of proposals will be by the staff of the Regional District but may include contractors, consultants and of the Regional District. All personnel will be bound by the same standards of confidentiality. The Regional District's intent is to enter into a Contract with the Proponent who has the highest overall ranking.

7. Negotiation Delay

If a written Contract cannot be negotiated within thirty days of notification of the successful Proponent, the Regional District may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to reissue the RFP or terminate the Request for Proposals process and not enter into a Contract with any of the Proponents.

8. Debriefing

At the conclusion of the Request for Proposals process, all Proponents will be notified. Unsuccessful Proponents may request a debriefing with the Regional District, which may, at the SLRD's option, be conducted via telephone or email.

9. Alternative Solutions

If alternative solutions are offered, the Proponent should consult with the Regional District Contact Person on page 1 prior to submitting the Proposal.

10. Changes to Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its Proposal prior to the closing date and time. Upon closing time, all Proposals become irrevocable. The Proponent will not change the wording of its Proposal after closing and no words or comments

will be added to the Proposal unless requested by the Regional District for purposes of clarification.

11. Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the Regional District, if any. Regardless of whether or not the Regional District elects to reject all Proposals, the Regional District will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Contract, or any other cause of action whatsoever.

12. Limitation of Damages

Further to the preceding paragraph, the Proponent, by submitting a Proposal, agrees that it has no cause of action, for any reason whatsoever, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal and the Proponent, by submitting a Proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

13. Proposal Validity

Proposals will be open for acceptance for at least 90 days after the closing date. The accuracy and completeness of Proposals shall be the sole responsibility of each proponent and any errors or omissions shall be corrected at the Proponent's expense.

14. Firm Pricing

Prices will be firm for the entire Contract period unless this Request for Proposals specifically states otherwise.

15. Currency and Taxes

Prices quoted are to be:

- a. in Canadian dollars;
- b. inclusive of all fees;
- c. exclusive of disbursements, for which a detailed estimate shall be provided by the Proponent; and
- d. Inclusive of applicable taxes.

16. Completeness of Proposal

By submission of a Proposal the Proponent warrants that, if this Request for Proposals is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the

Proposal or will be provided by the Consultant at no charge.

17. Subcontracting

Using a subcontractor (who should be clearly identified in the Proposal) may be acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be clearly defined in the Proposal.

Subcontracting to any firm or individual whose current or past corporate or other interests may, in the Regional District's opinion, give rise to a conflict of interest in connection with the project or program described in this Request for Proposals may not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether a proposed subcontractor gives rise to a conflict of interest, the Proponent should consult with the Government Contact Person listed on page 1 prior to submitting a Proposal.

Where applicable, the names of approved subcontractors listed in the Proposal will be included in the Contract. No additional subcontractors will be added nor other changes made to this list in the Contract without the written consent of the Regional District.

18. Acceptance of Proposals

This Request for Proposals should not be construed as an agreement to purchase goods or services. The Regional District is not bound to enter into a Contract with the Proponent who submits the lowest priced Proposal or with any Proponent. Proposals will be assessed in light of the evaluation criteria. The Regional District will be under no obligation to receive further information, whether written or oral, from any Proponent.

Neither acceptance of a Proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or bylaw.

19. Definition of Contract

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

20. Contract

By submission of a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with the Regional District in substantially the terms set out in Schedule C.

21. Liability for Errors

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

22. Modification of Terms

The Regional District reserves the right to modify the terms of this Request for Proposals at any time in its sole discretion. This includes the right to cancel this Request for Proposals at any time prior to entering into a Contract with the successful Proponent.

23. Ownership of Proposals

All Proposals submitted to the Regional District become the property of the Regional District. They will be received and held in confidence by the Regional District, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this Request for Proposals.

24. Use of Request for Proposals

Any portion of this document, or any information supplied by the Regional District in relation to this Request for Proposals may not be used or disclosed, for any purpose other than for the submission of Proposals. Without limiting the generality of the foregoing by submission of a Proposal, **the Proponent agrees to hold in confidence all information supplied by the**

Regional District in relation to this Request for Proposals.

25. Reciprocity

The Regional District may consider and evaluate any Proposals from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar Proposal from a British Columbia supplier.

26. No Lobbying

Proponents must not attempt to communicate directly or indirectly with any employee, contractor or representative of the Regional District, including the members of the evaluation team and any elected officials of the Regional District, or with members of the public or the media, about the project described in this Request for Proposals or otherwise in respect of the Request for Proposals, other than as expressly directed or permitted by the Regional District herein or otherwise.

27. Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires Proponents to provide the Regional District with personal information of employees or subcontractors who have been included as resources in response to this RFP, Proponents will ensure that they have obtained written consent from each of those persons before forwarding such personal information to the Regional District. Such written consents are to specify that the personal information may be forwarded to the Regional District for the purposes of responding to this RFP and use by the Regional District for the purposes set out in the RFP. The Regional District may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the Regional District.

1.0 INVITATION AND INSTRUCTIONS

The Squamish-Lillooet Regional District (SLRD) invites proposals from qualified firms to construct two docks and a boat launch to replace the existing docks and boat launch at Anderson Lake, in D'Arcy.

Your proposal must be submitted by **3:00 pm, Monday, January 9, 2017**, and addressed to:

Allison Macdonald

Squamish-Lillooet Regional District

PO Box 219, 1350 Aster Street

Pemberton, BC, V0N 2L0

Hand delivered, by post, or via email to amacdonald@slrd.bc.ca

Late proposals will not be accepted.

No Pre-Contractual Obligations & No Claims for Compensation: This is a request for proposals and not a call for tenders or request for binding offers. No contractual obligations will arise between the SLRD and any proponent unless the SLRD and a proponent enter into a formal, written contract for the proponent to perform the required work. Except as expressly and specifically permitted in this document, no proponent shall have any claim for any compensation of any kind whatsoever as a result of participating in this Request for Proposals and by submitting a proposal, each proponent shall be deemed to have agreed that it has no claim. The accuracy and completeness of proposals shall be the sole responsibility of each proponent and any errors or omissions shall be corrected at the proponent's expense.

1.1 Request for Proposal (RFP) Documents

1.2 The RFP document package is available:

1. In Portable Document Format (PDF) from the SLRD website at www.slrd.bc.ca or,
2. In hard copy from the SLRD office at 1350 Aster Street, Pemberton, BC, between the hours of 8:00 AM to 4:30 PM, Monday to Friday.

1.3 Questions

Questions regarding this RFP are to be directed to:

Allison Macdonald

Squamish-Lillooet Regional District
PO Box 219, 1350 Aster Street
Pemberton, BC, V0N 2L0
amacdonald@slrd.bc.ca
604-698-6158

1.4 Opening and Closing Dates

Proposals may be submitted from the date this RFP is posted until the closing date. Proposals must be received as set out in section 1.0 by **3:00 pm, Monday, January 9, 2017**. Failure to abide by this closing date shall result in disqualification.

1.5 No Pre-contractual Obligations

This is a request for proposals and not a call for tenders or request for binding offers. No contractual obligations will arise between the SLRD and any proponent until and unless the SLRD and a proponent enter into a formal, written contract for the proponent to perform the required work.

1.6 Changes to Specifications

A proponent may propose changes to the specifications for consideration by the SLRD. However, the proponent should also submit a proposal based on the SLRD required specifications and, in

order to assist the SLRD in reviewing the proposal, specifically identify any proposed specification changes.

2.0 BACKGROUND

The Anderson Lake docks are two side-by-side wooden structures separated by a concrete boat launch. The docks were built with cedar decking and log/rock cribbing. The SLRD is looking for proposals for a long-lasting, cost effective replacement which may be aluminum, lumber, concrete, or others as suggested by the proponent. The Boat launch is to be precast concrete. The existing concrete launch is partially crumbled and part or all of it may need to be removed.

The SLRD has acquired tenure over the docks and the required permits to construct.

The docks and boat launch are used by locals and visiting recreational users. As well, it is the access point for the boat access only cabins on Anderson Lake. The SLRD is looking to replace the docks consecutively in order to allow one dock to be open while the other is being constructed.

3.0 PURPOSE

3.1 The purpose of this RFP is to identify the most qualified contractor for this project through a structured competitive process. The contractor will be chosen based on, in no particular order of priority, professional qualifications, construction experience, construction cost and the ability to work within a team approach with the SLRD and any other designated agencies.

3.2 The RFP is intended to provide proponents with enough relevant information about the project to enable them to submit an appropriate proposal.

4.0 SCOPE OF WORK

4.1 Site Visit

A site visit is not mandatory but strongly recommended.

4.2 Construction

The attached concept drawings in Schedule B show the existing structures as a general guide only and **do not prescribe the final form of the docks**. The SLRD is looking for a cost effective, long lasting solution to the existing docks and boat launch which does not need to be identical to what is in place.

As a guideline, we anticipate the proponent's proposal should include, but not be limited, to the following:

- a. Detailed setup and installation plan.
- b. Removal and disposal of existing structure.
- c. Supply and installation of **two** of the following:
 - a. Two walkways with floating dock, connected by a ramp with railing on one side. Total length of the structure (including fixed and floating sections) should be roughly similar to what is in place right now, 90'. The current docks are 8' wide. Different widths will be considered if it is more cost effective and will not affect the use of the dock.

- b. Removal of crumbled sections of existing concrete boat ramp and replacement to same size as existing.
- d. Machinery required to complete the project.
- e. Conform to DFO regulations regarding erosion and sediment control, found here: <http://www.dfo-mpo.gc.ca/pnw-ppe/measures-measures/index-eng.html>.

5.0 CONTRACTOR INFORMATION

Proposals should include the following information:

5.1 Insurance

The proponent will be expected to have comprehensive general liability insurance in the amount of five million dollars (\$5,000,000) per occurrence. The proponent will be required to comply with all WorkSafe BC legislation.

5.2 Professional Responsibility

The successful proponent will be expected to provide services in accordance with a standard of care, skill and diligence maintained by a person or firm providing the design, engineering and construction services described herein.

- 5.3 Access to west side parking area and one dock must be available to the public during construction. Boat launch construction should be completed in a timely manner to minimize disturbance to the public.

6.0 FEE STRUCTURE

A fixed price is required for **all** work necessary to complete the docks and boat launch replacement (including removal), and, without limiting the generality of the foregoing, including all charges for:

- a. Research;
- b. Travel Time;
- c. Administrative expenses;
- b. Disbursements;
- c. Taxes; and
- d. Rate per hour for any extras in the event of any changes in the Scope of Work or Terms of Reference authorized in writing by the SLRD.

The proponent must specify in the proposal, the fees required to satisfy all terms referenced in the project, the work plan and methodology. The proponent must clearly identify and detail all costs separately. As well, the various stages of the work plan shall be costed, with taxes and disbursements clearly identified. The fee structure shall be based on milestones and deliverables to the SLRD over the duration of the contract period.

6.1 Terms of Payment

The proponent must specify in the proposal the terms of payment required for the duration of the project.

6.2 Cost Controls

The proponent must provide in the proposal a description of the cost control measures that will be employed to effectively manage the project budget.

7.0 PROPOSAL FORMAT

Proponents are asked to respond in a similar manner. The following format and sequence should be followed in order to provide consistency in proponent response and to ensure each proposal receives full and complete consideration. All pages should be numbered.

- a. Title Page, including Request for Proposal title, proponent's name, address, phone number, fax number, email address and contract representative;
- b. One page Letter of Introduction signed by the person or persons authorized to sign on behalf of the proponent which will bind the proponent to statements made in the proposal;
- c. The Body of the Proposal, including pricing (i.e.: the proponent's "response" to the RFP);
- d. Drawings of proposed solution.
- e. Any Additional Information that a proponent may want to provide.

8.0 DOCUMENTS

The successful proponent will be required to provide all documents related to the project to the SLRD in hard copy and in electronic format.

9.0 EVALUATION OF PROPOSALS

Evaluation of proposals will be by SLRD staff, in consultation with others as may be required, and a recommendation will be referred to the SLRD Board of Directors. Proposals will be evaluated to determine best overall value to the SLRD and the community based on the following criteria (listed in no particular order or priority):

- Design options presented
- Fee proposal;
- History of successful completion of similar projects and general reputation in the industry;
- Quality and completeness of proposal submission, including familiarity and understanding of the project;
- Experience regarding cost and schedule control;
- References from clients with respect to similar projects.

The evaluation criteria may be applied on a comparative basis vis-à-vis each proposal and the objectives of the project. No totals, weights or scores will be provided to any proponent. SLRD staff may, at their discretion, request clarifications or additional information from a proponent with

respect to any proposal, may make such requests to only selected proponents, and may consider such clarifications or additional information in evaluating a proposal.

10.0 NEGOTIATION OF CONTRACT

If the SLRD selects a proponent, then it will enter into discussions with the proponent to clarify any outstanding issues and attempt to finalize the terms of a contract, including financial terms. If discussions are successful, the SLRD and the selected proponent will finalize a contract. If at any time the SLRD reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, then the SLRD may give the selected proponent written notice to terminate discussions, in which event the SLRD may then either open discussions with another proponent or terminate this RFP and deal the project in some other manner or not at all.

11.0 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

Proposals will be received and held in confidence by the SLRD, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. All documents, including proposals, submitted to the SLRD become the property of the Regional District. The SLRD will provide a debriefing for individual proponents at their request, subject to the *Freedom of Information and Protection of Privacy Act*.



SCHEDULE "A" - ACKNOWLEDGEMENT LETTER

Anderson Lake Docks and Boat Launch

Please return a signed copy of this acknowledgement letter immediately, in order to be sent any changes or additions to the RFP.

Signature

Company Name

Name(please print)

Address

Title

City

Phone Number

Fax Number

Date



We presently intend to _____ provide/ _____not provide a Proposal as requested.

Return immediately to:

Allison Macdonald, Utilities and Environmental Services

Squamish-Lillooet Regional District

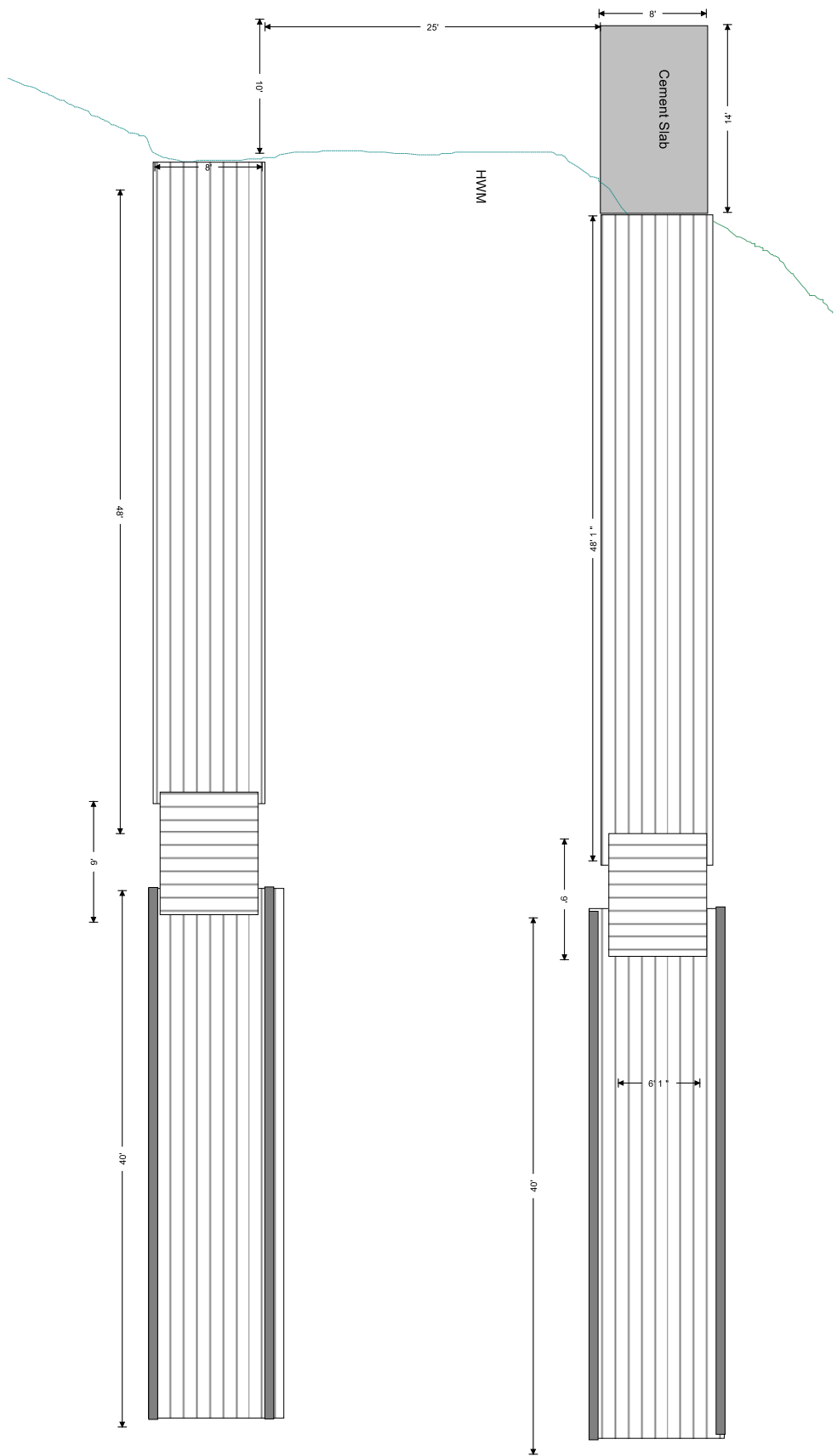
P.O. Box 219, 1350 Aster Street

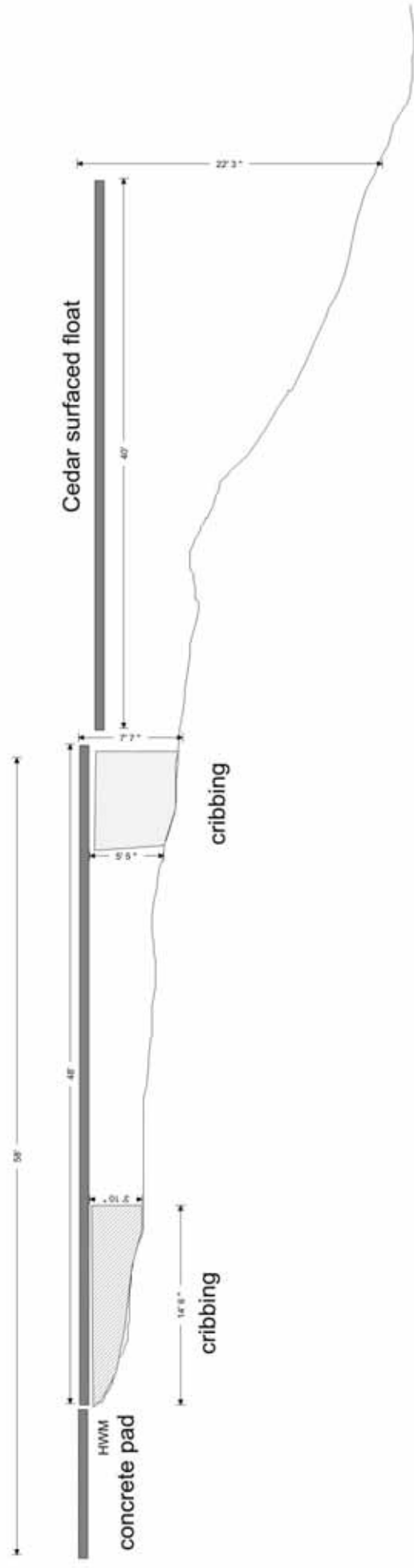
Pemberton, BC, V0N 2L0

amacdonald@slrd.bc.ca

Fax: 604-894-6526

SCHEDULE "B"
Existing Dock Drawings







Google earth

Eye alt 1 15 km

Image © 2012 Province of British Columbia

10 U 567147.30 m E 5600272.09 m N elev 270 m

Imagery Date: 12/31/2004 2005

198m























