



# Request for Proposals

## **LEASE OF OAK BAY MARINA LANDS AND MARINA**

**RFP No. OBMH 07-2020**

**CLOSING DATE: NOVEMBER 30, 2020**

THE CORPORATION OF THE DISTRICT OF OAK BAY  
2167 OAK BAY AVENUE  
VICTORIA, BC V8R 1G2

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**EXPECTED TIME LINE FOR RFP OBMH 07-2020**  
**LEASE OF OAK BAY MARINA LANDS AND MARINA**

ACTION	DATE
Issue of Request for Proposal	September 18, 2020
Deadline for Questions	November 20, 2020
Deadline for Issuing Addenda	November 24, 2020
Submission Deadline	November 30, 2020
Staff Review of Proposals	December 2020
Council Review/Public Input	January/February/March 2021
Anticipated Date for Issuance of Invitation to Commence Negotiations	April/May 2021
Anticipated Negotiation Period	May 2021 to March 2022
Prepare Lease with Preferred Proponent	April-Sept 2022
Commence Operations	January 1, 2023

**1. Instructions to Proponents**

**1.1 Invitation**

The District of Oak Bay (District) invites proposals from qualified suppliers (the "Proponents") in accordance with these Proposal Documents (RFP No. OBMH 07-2020). The proposals will be evaluated for the selection of (a) proponent(s) with whom the District would enter into negotiations for a lease for use and operation of the Oak Bay Marina premises for the next lease period (2023 to 2052), for the purposes of operating a marina and associated uses supporting boating activities.

**Background**

Oak Bay is a picturesque community located on the southern tip of Vancouver Island. With a population of approximately 18,000 residents, it forms part of the Greater Victoria urban area and, along with 12 other municipal governments and 3 electoral areas, comprises the Capital Regional District.

Oak Bay includes a 2.6 hectare (6.4 acre) promontory and breakwater known as Turkey Head. The Turkey Head lands include a marina and large surface parking lot.

The Marina and associated spaces are critically important to the Oak Bay community for their services to both the local and tourism boating community as well as their community amenity and environmental values more broadly speaking,

The Oak Bay Marina lands and facilities are primarily owned by the District of Oak Bay, but also include lands covered by water and foreshore leased from the Province. The District's lease with the Province and the District's sublease with the current lessee (Oak Bay Marina) expire in December 2022.

## **Vision**

The District is seeking innovative submissions from proponents for a lease of the land and water areas currently occupied by Oak Bay Marina to provide a marina and associated uses in a way that complies with senior government regulations and supports the vision/ objectives/policies detailed in Oak Bay's Official Community Plan, while creating a vital and 'happening' place at the site for the current generation and leaving a positive legacy for future generations and providing reasonable financial returns to the District of Oak Bay.

The District wishes to attract environmentally responsible proposals that enhance community amenity value, make better use of the land (less surface area devoted to parking), and make the property more lively and more of a destination to a wider range of users. The District is looking for a sustainable project managed by a company(ies) respectful of First Nations culture, language, traditions and world views.

The District is interested in securing a long-term (30 year) lease arrangement with a successful proponent, subject to the Province granting a renewed 30-year lease of related water and foreshore areas (District application to the Province in progress). The successful lessee may be required to prepare a Management Plan that satisfies Provincial requirements. The successful proponent may be required to pay a security bond for environmental purposes if required by the Province.

Additional information is contained in the attached –"Appendix "A" –Information for Proponents".

### **1.2 Closing Time and Date for Submission of Proposals**

**NOTE: Proposals will be accepted in electronic format only.**

The proponent will submit a PDF copy of each proposal, in accordance with the instructions contained herein, to the following email address:

**[purchasing@oakbay.ca](mailto:purchasing@oakbay.ca)**

On or before the following date and time (the "Closing Time"):

**Time: 2:00:00 pm (Local time)**  
**Date: November 30, 2020**

The District reserves the right to extend the closing time at its sole discretion. Proposals must only be sent electronically. Hard copy proposals will not be accepted.

### **1.3 Not a Tender**

This is a Request for Proposal and not a tender call.

### **1.4 Proposal Documents**

Each Proponent will ensure it provides its correct name, address, email address, telephone number and facsimile number to the District.

Please use and reference the above RFP number on all correspondence. Proponents are advised to read and respond appropriately to all sections of the RFP. Incomplete proposals may be rejected at the sole discretion of the District.

### **1.5 Inquiries**

With the exception of fairness enquires (see S. 4.11), all enquiries related to this RFP, including whether or not the

Contract has been awarded, must be directed in writing to the contact person named below (the "District Representative") or designate. Information obtained from any person or source other than the District Representative may not be relied upon.

**Name:** Signe Bagh, Director, Strategic Initiatives  
**E-mail:** purchasing@oakbay.ca

Enquiries should be made no less than ten (10) days prior to Closing Time. The District reserves the right not to respond to enquiries made less than ten (10) days prior to Closing Time.

A Proponent may request that a response to an enquiry be kept confidential if the Proponent considers the enquiry to be commercially sensitive, and if the District decides that an enquiry should be distributed to all Proponents, then the District will permit the enquirer to withdraw the enquiry rather than receive a response.

Any enquiry and response may, in the District's discretion, be distributed to all Proponents, if the District in its absolute discretion considers the matter to be a matter of substance or a matter that should be brought to the attention of all Proponents for purposes of fairness in, or maintaining the integrity of, the Competitive Selection Process, or the District may keep either or both the enquiry and response confidential if in the judgment of the District it is fair or appropriate to do so.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the District Representative. If the District determines that an amendment is required to this RFP, the District Representative will issue a written addendum and post the addendum on BC Bid and Municipality of Oak Bay websites. It is the sole responsibility of each proponent to check for the existence of any addendum issued for this RFP. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

#### **1.6 Information Meeting**

The District will **NOT** hold an information meeting regarding this Request for Proposal.

#### **1.7 Addenda**

If the District determines that an amendment is required to this RFP, the District will issue a written addendum to all Proponents of record that will be incorporated into and become a part of this RFP. The addenda will also be posted on BC Bid and the District's website. Failure to acknowledge and address all addenda in a Proposal may render the Proposal invalid.

#### **1.8 Late Proposals**

Proposals received after the Closing Time will not be accepted or considered. The District will not be liable for any delay for any reason including technological delays, or issued by either party's network. The District will not be liable for any damages associated with Submissions not received prior to the closing time.

Proposals received after the Closing Time will be returned unopened to the Proponent.

#### **1.9 Amendments to Proposals**

Proposals may be revised by written amendment, provided they are delivered to the location set out in section 1.2 on or before the closing date and time. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by section 2.3

#### **1.10 District's Right to Modify Terms and Negotiate**

The District, at its sole discretion, reserves the right to modify the terms of the RFP at any time before the Closing Time. The District also reserves the right following the Closing Time, and in accordance with the terms of this RFP,

to negotiate with one or more Preferred Proponents any modification or variation of the terms of the RFP, including any of the documents referred to in the definition of "Contract" herein or any modification or variation of the terms of any Proposal, including price, that the District considers to be in its best interests. For certainty and without limiting the foregoing, the District may, for the purpose of entering into a Contract with any Proponent, amend the description of the required work included in this RFP so that it accurately reflects the services to be provided by the Proponent.

This Request for Proposal does not commit the District to award a lease or pay any costs incurred in the preparation of a proposal, or for attendance at an interview meeting with District staff. By submitting a proposal, the proponent waives any right to contest, in any proceedings or action, the right of the District to accept or reject any or all proposal(s) in its sole and unfettered discretion.

### **1.11 Examination of Contract Documents and Site**

Each Proponent will be deemed to have carefully examined and understood the requirements and limitations of the RFP, including all attached Appendices, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal, with respect to any and all facts which may influence the decision to prepare and submit a Proposal.

## **2. Proposal Submission Form and Contents**

### **2.1 Electronic submission only**

Submit a PDF copy of your Technical Proposal, Community Amenity Proposal and Financial Proposal as detailed in the Evaluation and Scoring Procedures (in three separate files), in accordance with the instructions contained herein, to the following specific email address:

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

The Technical Proposal file should include any submittal forms that are required as part of the submission. i.e.: references. The Financial Proposal file should include only the financial proposal.

The maximum combined file size accepted will be 20MB. It is the responsibility of the Proponent to ensure the email submitted is within the maximum file size limit. Zip files will be accepted.

Delays caused by any computer related issues will not be grounds for an extension of the Closing Time. The District cannot be held responsible in any way for lost, misdirected, illegible or obscured emails. It is the sole responsibility of the submitting party to confirm a clear receipt of the transmission to the correct email address.

Proposals received electronically at the email address above with a time stamp after the Closing Time will be returned unopened to the Proponent. It is recommended that the Proponent request an email from [purchasing@oakbay.ca](mailto:purchasing@oakbay.ca) to verify that their proposal has been received. Proponents are encouraged to list Attachments in their covering email.

### **2.2 Form of Proposal**

Proponents should submit their Proposal in accordance with the instructions set out in Appendix "B" - Form of Proposal.

### **2.3 Signature**

The Proposal must be signed by a person authorized to sign on behalf of the Proponent

## **3. Evaluation and Selection**

### **3.1 Evaluation Team**

The evaluation of Proposals will be undertaken on behalf of the District by the Evaluation Team. The Evaluation Team will consist of District staff members and other persons as required. The Evaluation Team may consult with others including other District staff members, third party consultants, references and other members as the Evaluation Team may in its discretion decide is required.

### **3.2 Evaluation Criteria**

The Evaluation Team will compare and evaluate each Proposal to determine the Proponent's strength and ability to deliver on a Lease in order to determine the Proposal which is most advantageous to the District, using the Evaluation Form criteria set out in Appendix "C"

### **3.3 Litigation**

In addition to any other provision of this RFP, the District may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the District, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the District will consider whether the litigation is likely to affect the Proponent's ability to work with the District, its contractors and representatives and whether the District's experience with the Proponent indicates that there is a risk the District will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

### **3.4 Additional Information**

The Evaluation Team may, at its discretion, request clarifications or additional information from any Proponent with respect to any Proposal. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

### **3.5 Interviews**

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

### **3.6 Negotiation of Contract and Award**

If the District selects a Preferred Proponent, then it may enter into a Contract with the Preferred Proponent, or enter into discussions with the Preferred Proponent to attempt to negotiate the terms of the Contract, and such discussions may include but are not limited to negotiating amendments to the scope of Services and the Preferred Proponent's price(s).

If at any time the District reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached the District may, at its discretion at any time thereafter, terminate negotiations with the preferred proponent and either enter into negotiations with any qualified Proponent or cancel the RFP process in its entirety.

### **3.7 Acceptance of Proposals**

Proposals submitted must remain open for acceptance by the District until March 30, 2022.

Proponents will be notified in writing when a Contract has been awarded.

## **4. General Conditions of Request for Proposal**

### **4.1 No District Obligation**

This RFP does not commit the District in any way to select a Preferred Proponent, or to proceed to discussions or

negotiations for a Contract, or to award any Contract, and the District reserves the complete right to at any time reject all Proposals, and to terminate this RFP process for any reason.

#### **4.2 Proponents Expenses**

Proponents are solely responsible for their own expenses in preparing and submitting Proposals, and for any meetings, negotiations or discussions with the District or its representatives and contractors relating to or arising from this RFP.

#### **4.3 No Contract**

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

#### **4.4 Conflict of Interest**

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the District, its elected or appointed officials or employees. The District may rely upon such disclosure.

The District reserves the right to disqualify any Proponent that in the District's opinion has a conflict of interest or an unfair advantage, whether existing now or likely to arise in the future, or may permit the Proponent to continue and impose such conditions as the District may consider to be in the public interest or otherwise required by the District.

#### **4.5 Solicitation of District Staff, Council Members, Contractors**

Proponents and their agents will not contact any member of the District Council, District staff or District contractors with respect to this RFP, other than the District Representative named in section 1.5, at any time prior to entering into a Contract or the cancellation of this RFP.

#### **4.6 Disclaimers/Limitations of Liability**

Neither acceptance of a Proposal nor execution of a Contract constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional or municipal statute, regulation or bylaw. It is the responsibility of the Proponent to obtain such approval, permit or license prior to commencement of the work under the anticipated Contract.

The District, its elected officials, appointed officers, employees, agents, contractors and volunteers expressly disclaim any and all liability for representations or warranties expressed, implied or contained in, or for omissions from this RFP package or any written or oral information transmitted or made available at any time to a Proponent by or on behalf of the District. Nothing in this RFP is intended to relieve a Proponent from forming its own opinions and conclusions in respect of this RFP.

The District, its elected officials, appointed officers, employees, agents, contractors and volunteers will not be liable to any Proponent for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. By submitting a Proposal, each Proponent shall be deemed to have agreed that it has no right to make such claims.

#### **4.7 Confidentiality**

The RFP documents, or any portion thereof and any other confidential information to which a Proponent may have access as a result of this RFP process, may not be used by a Proponent for any purpose other than submission of a Proposal.

By submitting a Proposal, every Proponent agrees not to divulge, release or otherwise use any information that has been given to it or acquired by it from the District on a confidential basis as a result of or during the course of the RFP process.

To ensure that all project information communicated publicly is fair and accurate, and will not inadvertently or otherwise influence the outcome, Proponents will not release any information related to the RFP, its proposal, the Competitive Selection Process or any other matter related to the RFP.

Any Proponent, or member of the Proponents team, that releases any information regarding the RFP, risks having its proposal rejected by the District.

#### **4.8 Ownership of Proposals and Freedom of Information**

Each Proposal submitted, as well as any other documents received from a Proponent, become the property of the District, and as such are subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA"). FOIPPA grants a general right of access to such records, but also includes grounds for refusing the disclosure of certain information.

Proponents are asked to specifically identify information contained in their Proposal that is submitted on a confidential basis. Subject to any requirement for access under FOIPPA, the District will hold in confidence any such information received from a Proponent. However, the District specifically reserves the right to distribute information about any Proposal internally to its own directors, officers, elected officials and employees, to its consultants and contractors where the distribution of that information is considered by the District to be necessary to its internal consultation process. Non-confidential aspects of the preliminary proposals will be shared with the public to gather feedback.

#### **4.9 Local Time**

The timing for the submission and receipt of Proposals and any amendments thereto shall be determined by reference to the District local area network time.

#### **4.10 Acceptance of Terms**

The submission of a Proposal constitutes the agreement of the Proponent that all the terms and conditions of this RFP are accepted by the Proponent and incorporated in its Proposal.

#### **4.11 Fairness Adviser:**

The District has engaged an external Fairness Adviser to:

- provide accountability;
- ensure conformity to processes;
- ensure that the interests of Proponents are protected by an equitable process;
- ensure that all Proposals will be assessed against the same criteria;
- preserve public and Proponent confidence in government processes; and
- improve defensibility of decisions to potential legal challenge.

The Fairness Adviser will be provided access to all relevant documents, attend meetings, be copied on all correspondence between proponents and the District and be otherwise involved as deemed necessary in order to provide fairness advice and to express an opinion on whether the process was conducted in a fair manner. Written reports intended for public record will be submitted at specific points during the process.

The Fairness Adviser is available to the Project Proponents to answer queries relating to fairness only. All queries must be submitted via email. The Fairness Adviser for this project is Keith Hennessey ([keithhennessey@shaw.ca](mailto:keithhennessey@shaw.ca)).

#### **4.12 Publicity**

The Proponent shall not make any statement of fact or opinion regarding any aspect of the RFP to the media or any member of the public without the prior written authorization of the District.

Proponents will notify the District of any and all requests for information or interviews received from the media.

Proponents will ensure that all members of the Proponent Team and all others associated with the Proponent also comply with these requirements.

#### **4.13 Disclosure and Transparency**

The District is committed to an open and transparent competitive selection process, while understanding the Proponent's need for protection of confidential commercial information. To assist the District in meeting its commitment, Proponents will cooperate and extend all reasonable accommodation to this endeavour.

The District expects to disclose the following information during the competitive selection process: the RFP document and the number of proponents. Once a Contract has been signed with a successful proponent, the name of that proponent will be released. The Community Amenity portion of Proposals scoring more than 70% on the Technical portion will be made public but will not include information identifying the proponent.

#### **4.14 No Collusion**

By submitting a proposal, a Proponent on its own behalf and as authorized agent of each firm, corporation or individual member of the Proponents represents and confirms to the District, with the knowledge and intention that the District may rely on such representation and confirmation, that its proposal has been prepared without collusion or fraud, and in fair competition with proposals from other Proponents.

#### **4.15 Use or Inclusion of Restricted Parties**

The District may, in its sole and absolute discretion, disqualify a Proponent or may permit a Proponent to continue and impose such conditions as the District may consider to be in the public interest or otherwise required by the District, if the Proponent is a Restricted Party, or if the Proponent uses a Restricted Party:

- (a) to advise or otherwise assist the Proponent respecting the Proponent's participation in the Competitive Selection Process; or
- (b) as a Proponent Team member or as an employee, advisor or consultant to the Proponent or a Proponent Team member.

Each Proponent is responsible, and bears the onus, to ensure that neither the Proponent nor any Proponent's Team member uses or seeks advice or assistance from any Restricted Party or includes any Restricted Party in the Proponent's Team.

At this stage, and without limiting the definition of "Restricted Parties", the District has identified the following persons, firms or organizations as Restricted Parties:

- Keith Hennessey, Fairness Advisor
- Kevin Evans, Procurement Advisor
- The District, including their current employees and current elected officials who fall within the definition of "Restricted Party".

The above is not an exhaustive list of Restricted Parties. Additional persons, firms or organizations may be added to or deleted from the list during any stage of the Competitive Selection Process through an Addendum.

## Appendix A

### INFORMATION FOR PROPONENTS

#### LEASE OBJECTIVES

##### Guiding Principles

- **Economy and Budget** – Improve Oak Bay’s economy; increase and diversify District’s revenue
- **Climate Change and Energy** – Mitigate and adapt to climate change
- **Natural Environment** – Protect and enhance the site’s natural features and ecosystem health
- **Reconciliation** – Respect First Nations culture, language, traditions and world view (*engagement with First Nations re: any changes to proposed uses is encouraged*)
- **Neighbourhood** – Strengthen surrounding neighbourhood
- **Design** – Conserve the community’s architectural, streetscape and garden heritage while also embracing creative new design approaches that complement the community’s character and reflect changing needs
- **Community and Social Well-being** – Benefit residents of all ages and needs, foster interaction across generations and cultures, and strengthen community networks
- **Arts and Culture** – Encourage and support arts and culture
- **Parks and Open Space** – Maintain and enhance parks and open space, including trails and walkways, and provide opportunities for residents to enjoy the site’s natural beauty and pursue active and healthy outdoor lifestyles
- **Transportation** – Encourage site access via active modes of transportation
- **Emergency Management** – Protect lives, property and the environment

##### Uses

- Buildings only to be proposed for non-fill areas
- Development should ensure the health of wildlife during both development and ongoing operations, particularly with regard to marine life and birds (property is within a migratory bird sanctuary)
- Development should ensure the health of the ocean floor including eel grass beds
- The District supports the function of a marina at the site and no proponent will reduce the number of lineal feet of dock space or slips (+/- 18,852 Lineal Feet, Approx. 392 slips) without the express written permission of the District.
- District is interested in proposals for how management of boats moored in nearby bay could be addressed
- The District is interested in enhancements to current services, such as a pumping station, which would assist mariners in keeping the ocean clean

#### SITE INFORMATION

The site is located in the District of Oak Bay in Victoria, BC and the civic address is 1327 Beach Drive. The site is zoned CS2 – Marine Commercial Use by the District of Oak Bay. Principal uses permitted include a Marina, with

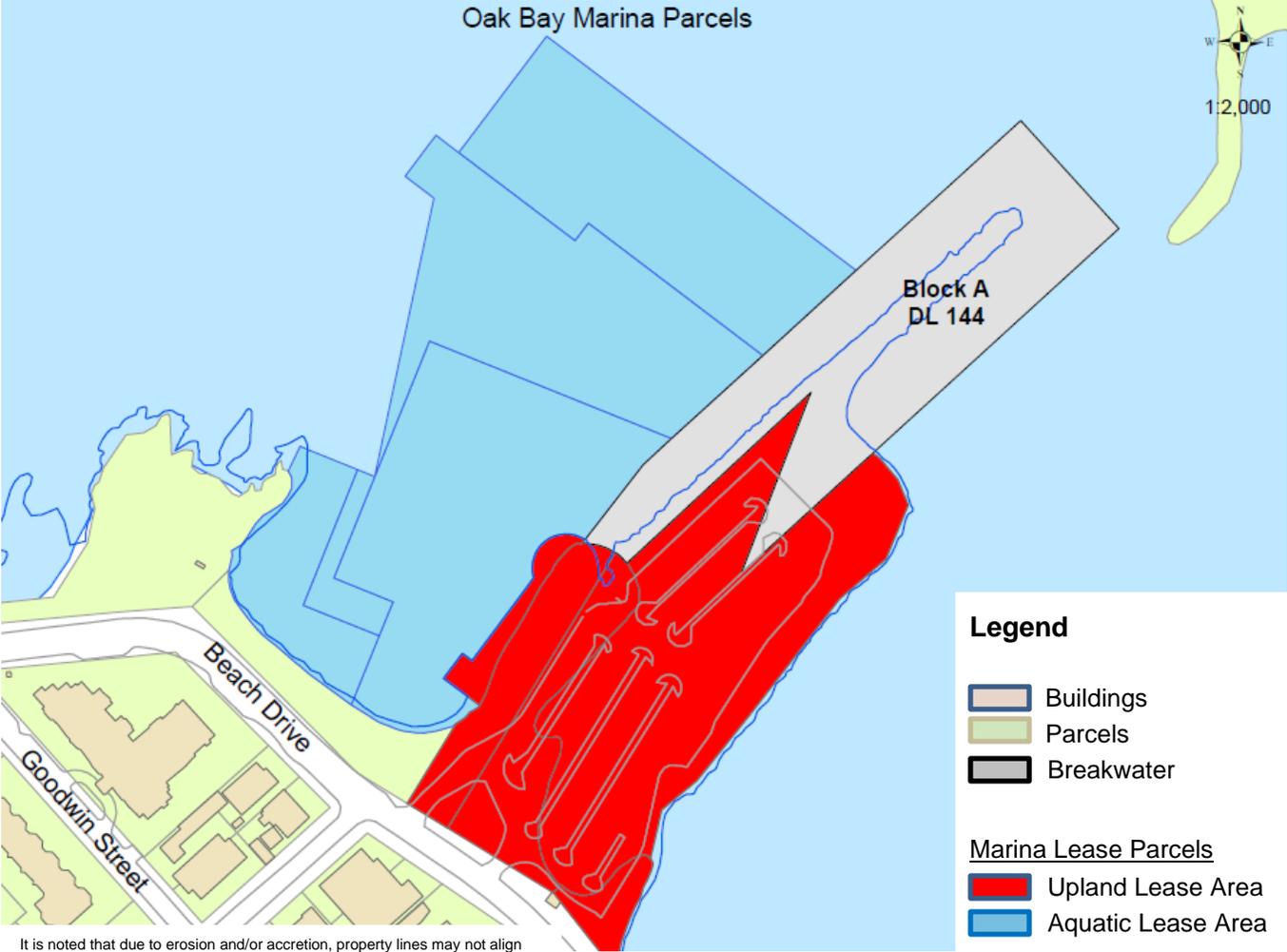
secondary uses permitted including marine fuel sales, marine service facilities, restaurant, marine tours, marina administration offices, sea rescue use, marine instruction use, bicycle rentals and bicycle tours.

Approximately 60% of the site is marine and 40% of site is land based. A walkway and park area run along the perimeter of the land-based portion of the site. The gross area of the buildings is approximately 25,000 square feet.

The approximate area of the site is 80,000 m<sup>2</sup> inclusive of land and marine development. The site is currently used as a marina and consists of the following features:

- network of floats and slips (approx. 392 slips);
- floating fuel dock;
- restaurant;
- yacht sales and marine tour companies;
- washrooms and laundry room;
- gift shop and administrative office space;
- boat repair facility;
- two abandoned marine ways; and
- paved parking and a breakwater.

The specific components available for lease under this agreement are detailed in "Submittal Form A" and are shown graphically below, with the blue area showing the aquatic lease area (subject to the Province granting a renewed 30-year lease of related water and foreshore areas) and the red area showing the upland lease area.



It is noted that due to erosion and/or accretion, property lines may not align with the shoreline portrayed on this map.

The District of Oak Bay does not warrant or represent that the information on this map is free from errors or omissions. The information is provided for general information purposes on the condition that the District of Oak Bay will not be liable for any loss, damage, cost or expense whatsoever incurred by any person or entity using or otherwise relying upon it. The use of this map by any person or entity will be entirely at their sole risk.

## **INFORMATION AVAILABLE TO PROSPECTIVE PROPONENTS**

The following related information is available to proponents (posted on District's website)

- [Phase I Environmental Site Assessment Report – December 2019](#)
- [Phase II Environmental Site Assessment Report – February 2020](#)
- [Facility Condition Assessment Report- February 2020](#)
- [Official Community Plan](#)
- [Zoning Bylaw](#)
- [1993 Corporation of the District of Oak Bay/Oak Bay Marina Lease](#) (See Bylaw 3736)
- [Eelgrass Inventory](#)

In addition to formal land-use and background environmental documents, there have been a number of community discussions over the years that endeavored to envision possible uses for the site. For example, the 2017 Place Making initiative conveyed input to Council on December 11, 2017:

- [Staff Report](#)
- [Presentation](#)
- [Correspondence](#)

### **Dock Information for Proponents.**

The network of floats and slips occupying the water lot are owned by the current lease holder. Under the current lease (Section 12.8), the District of Oak Bay has the option of purchasing the docks at fair market value from the current lessor at the date of expiry of the Term.

If a proponent other than the existing operator wishes to assume ownership of the existing docks, then that should be communicated as part of the proposal and a commitment made to pay the fair market value that would be paid by the District at the date and time that the successful proponent assumes control of the property.

The District supports the function of a marina at the site and no proponent will reduce the number of lineal feet of dock space or slips (+/- 18,852 Lineal Feet, Approx. 392 slips) without the express written permission of the District.

## APPENDIX B – FORM OF PROPOSAL

Evaluation of Proposals will be by a committee formed by the District and will include employees of the District. All evaluators will be bound by standards of confidentiality. The District's intent is to enter into a Contract with the Proponent who has submitted the best offer.

Proponents should ensure that they fully respond to all criteria in their submission in order to receive full consideration during the evaluation process.

### 1.1 Mandatory Criteria

Item #	Mandatory Criteria
1	The Proposal must be received at the Delivery Location before the Closing Date and Time specified in Section 1.1- Invitation. Late Proposals will not be considered and will be returned unopened to the Proponent.

Proposals not meeting all of the mandatory criteria will be excluded from further consideration during the evaluation process.

The Proposal should contain three sections:

- 1 The Technical Proposal
- 2 A copy of the Community Amenity Value Proposal that has had all identifying information removed. This includes any personal or corporate information that would allow a reviewer to determine who had submitted the proposal. This document will be forwarded to Council for scoring of the Community Amenity Value Proposal. The purpose of the anonymous Community Amenity Value proposal section is to ensure scoring is unbiased and based on the proposal submitted.
- 3 The Financial Proposal

### 1.2 Submission Content

No assumptions should be made that information regarding the Proponent or its participants, their experience, expertise and performance on other projects is known to the Evaluation Team. The Evaluation Team will rely on the documentation and proposals submitted by the Proponent. Information that should, sequentially and in separate components, as shown below, be included by proponents in their submission includes the following:

#### Cover Letter

Your proposal should include a Cover Letter containing the following information:

- Company name, address, website address, telephone number, fax number, email address and primary contact person.
- Signed by the person or persons authorized to sign on behalf of the company.
- Acknowledgment of any addendums issued for this Request for Proposal.

*Delivery on Lease Objectives and Requirements (part of Technical Proposal)*

Proponents should submit all relevant information and documentation as it relates to any uses proposed in order to facilitate a complete and comprehensive evaluation by the District.

Describe how your proposal delivers on lease objectives specified in Appendix A.

Provide information on how the upland and water environments will be protected.

Provide information on how greenhouse gas emissions generated from onsite uses will be minimized.

Provide information on the amount of parking that will be sought for proposed uses.

Provide information on how the project respects First Nations culture, language, traditions and world views and share any First Nations' feedback received on proposed changes to current uses.

Provide information on the number of full-time and part-time staff (seasonal and year round) that would be employed at the site.

Identify how risks of marina-associated oil spills, fires and other emergencies will be reduced and how such would be dealt with should they happen despite preventive measures.

Identify whether existing buildings will be used and if so how. If renovations or expansions are proposed, such should be identified. If new buildings are proposed, such should be identified. The proposed size and location of any buildings should be noted.

Identify any proposals for management of boats moored in nearby bay.

Identify anticipated boat slips and lineal feet of dock space.

Indicate commitment to pay for electricity and water used in operations and to provide NFPA 303 compliant fire protection on docks including, but not limited to, a standpipe system.

Indicate willingness to prepare a Management Plan that satisfies Provincial requirements.

Indicate willingness to pay a security bond for environmental purposes if required by the Province.

*Corporate Profile/Experience/Financial Resources/Operating Ability (part of Technical Proposal)*

Provide a company profile, including evidence of financial and operating capabilities. Proponents must demonstrate they have the financial capacity/resources to deliver on proposed initiatives.

Proponents must demonstrate they have expertise and experience in projects of similar scope, size and complexity and are familiar with associated challenges and opportunities.

Provide qualifications and resumes for the Executive Team who will have responsibility for management of Marina operations.

The proposal shall demonstrate the knowledge and experience of the Executive Team.

*References (part of Technical Proposal)*

Using the References Form, Submittal Form B, provide a minimum of three client (3) references for similar requirements including the start and end dates of when the services were provided.

Community Amenities (part of Vitality/Community Amenity Value Proposal)

This section of the proposal will be read by not just the Evaluation Team, but also the public and Council.

Council will evaluate and score this section separately from all other information provided.

Proponents must refrain from using company-specific information or references in this section to ensure that those reviewing this section cannot ascertain who is behind the proposal. This will support unbiased review. The Evaluation Team may remove information that it believes may reveal the identity of the Proponent.

Indicate the facilities to be provided on the site and the activities to be accommodated.

Indicate the work to be undertaken by proponents (both upfront and ongoing).

Indicate plans for existing docks (use as is, refurbish, replace and/or desire to purchase following an Oak Bay purchase from current operators?)

Indicate activities that will be possible for the public to participate in on the site in various seasons.

Indicate services that will be available to marina members/boaters on the site in various seasons.

Indicate how much parking will be needed to provide for proposed uses and whether the parking will be required in all seasons, 24/7.

Indicate any proposed partnerships with the District of Oak Bay (office space, parks and recreation programming, parking etc.).

Indicate any proposed partnerships with other public, private or non-profit entities (office space, retail or restaurant space, programming, parking etc.).

Indicate any other proposed site/management enhancements.

Provide information on any other proposed onsite services and facilities that would assist or be of benefit to the District.

Financial/Lease Terms/Offer Value for Money (part of Financial Proposal)

Proponents should provide their pricing as per Pricing Submittal Form "A" and return with proposal in a separate PDF File clearly marked "Financial Proposal".

## Appendix C – EVALUATION PROCEDURES

Process and steps included for the scoring process:

- 1) Pass Mandatory Criteria
- 2) The Evaluation Team will score Technical Proposals meeting the Mandatory Criteria
- 3) Proposals scoring a minimum of 70% on the Technical Proposal will have the Community Amenity Value section forwarded to Council for evaluation and scoring
- 4) The score for the Community Amenity Value Section will be added to the Technical Score
- 5) The Financial Proposals will be opened and scores added to the Technical score to obtain a preferred proponent.

**Evaluation will be based upon the following:**

CRITERIA	MAXIMUM SCORE
1. Technical Score	
<ul style="list-style-type: none"> <li>• Delivery on Lease Objectives and Requirements</li> </ul>	25
<ul style="list-style-type: none"> <li>• Corporate Profile/Experience/ Financial Resources/Operating Ability</li> </ul>	20
<ul style="list-style-type: none"> <li>• References</li> </ul>	5
Subtotal Technical Score	<b>/ 50</b>
2. Community Amenity Value Score	<b>/ 50</b>
3. Financial/Lease Terms/Offer Value for Money Score	<b>/ 50</b>
<b>Total</b>	<b>/ 150</b>

## **Evaluation and Scoring Procedure**

The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the proposals by comparing one proponent's proposal to another proponent's proposal. The Evaluation Team will not be obligated to select the proposal that offers the lowest price or cost or any proposal at all.

The above table indicates the relative weighting anticipated by the District and is shown to give general guidance to proponents in the preparation of proposals. The evaluation criteria will be applied to all proposals fairly and without bias to any proponent or Proposal and the same criteria and weightings will be applied to all proposals.

The Evaluation Team reserves the right to not complete a detailed evaluation of a proposal if the Evaluation Team concludes, having undertaken a preliminary review of the proposal, that the proponent or proposal as compared to all the proposals is not in contention to be the selected proposal.

Technical merit is awarded a maximum score 50 points, Community Amenity Value is awarded a maximum score of 50 points and Cost is awarded a maximum of 50 points, for a total potential of 150 evaluation points.

### **Technical Review**

Technical proposals will be opened and marked out of a total score of 50 points against the evaluation grid.

Each technical proposal will be evaluated on the delivery of lease objectives/requirements, the firm's experience, corporate profile, resources, operating ability, references and competence of its personnel and acceptability of the method proposed.

A firm's technical proposal shall be deemed qualified only if it complies with all requirements contained in the Request for Proposal.

Evaluators are only able to evaluate information that has been included in a Proponent's Proposal. Information that is known to evaluator(s) or information that is available on the internet or from other public sources cannot be considered during the evaluation process.

The references of the preferred Proponent may be contacted to validate any part of the Proposal. The District reserves the right to conduct reference checks to verify the information contained in the Proposal and confirm suitability of the Proponent. Past working history with the District will be considered in the evaluation of any proponent. The District will not enter into a Contract with any Proponent whose references, in the District's sole opinion, are found to be unsatisfactory.

### **Community/Public Review**

Proposals that have scored at least 70% through the technical evaluation will be forwarded for public and Council review (anticipated for January-March 2021) and Council scoring of Community Amenity Proposals. Council will have the opportunity to seek public input (Committee of the Whole meeting(s), online surveys) prior to determining a community amenity value score for each proposal. The information forwarded to Council will be the Community Amenity proposals stripped of any identifying information. The maximum amount of points available will be 50. Technical Review Scores will not be revealed to Council or the public when the scoring of the Community Amenity Proposals is undertaken. The community amenity value will be scored out of 50. The community amenity value score will be added to the technical score. Financial information will not be released to the public.

## **Financial Proposal**

### Minimum Scores

Technical proposals must achieve a score of at least 35 points (70%) to be considered “technically qualified”. Community and Amenity Value Proposals must also score at least 35 points (70%) to be considered “qualified”. Financial proposals for firms failing to achieve the minimum scores will not be opened.

All proposals whose technical and community amenity value scores each exceed 70% will have their financial proposals opened and evaluated. All other financial proposals will be returned unread upon appointment of the selected firm.

In all cases, the District reserves the right to cancel the competition and call for new proposals.

Financial proposals can be awarded a maximum of 50 points. The financial proposal with the highest proposed rent value will be awarded 50 points, which will be added to the technical and community amenity value scores, resulting in the firm's total score. The percentage by which each of the remaining firms' proposals is below the highest proposed rent value proposal will be the percentage by which the 50 points is reduced, prior to adding it to the technical and community amenity value scores resulting in each firm's total score.

For example, if the proposed cost of Firm A is below the highest proposed rent value (Firm B) by 10%, Firm A will add 50 minus 5 (10% of 50), or 45 points to its technical score. The firm receiving the highest total score will be judged to have the best value to the District.

### Costs Considered in Proposal Evaluation

All District personnel fees, salaries, wages and reimbursable expenses involved in executing on the proposal will be taken into consideration in the proposal evaluation.

### Debriefing

Subsequent to final selection of a firm for contract award, all other proposing firms have the right to receive a debriefing on the strengths and weaknesses of their proposal. Points awarded by evaluation teams will remain confidential and may not be divulged to any proposing firm.

**Appendix D –CONTRACT FOR SERVICES**

A CONTRACT FOR THE LEASE OF MARINA LANDS AND MARINA WILL BE NEGOTIATED BETWEEN THE PARTIES AND WILL FORM PART OF THE AGREEMENT.

**SUBMITTAL FORM "A"**

**FINANCIAL PROPOSAL  
MONTHLY RENT**

<b>Facility</b>	<b>Price per unit</b>	<b>U.O.M.</b>	<b>Proposed Annual Rent*</b>
Boatworks	\$	1783 SQ.FT	\$
Sales and Service	\$	4752 SQ.FT.	\$
Executive Offices	\$	1086 SQ.FT	\$
Café	\$	2520 SQ.FT.	\$
Restaurant	\$	5108 SQ.FT	\$
Parking Lot	\$	Parking lot – 1	\$
Water lot*	\$	Water Lot -1	\$
Other	\$		\$
		<b>TOTAL RENT PAYABLE</b>	<b>\$</b>

**NOTE:** Enter price per unit and multiply by unit of measure (U.O.M.).

i.e.: if Boatworks rent is \$1.50/sq.ft Then  $\$1.50 \times 1783$  square feet = \$ 2674.50 is Proposed Annual Rent.

Parking Lot and Water Lot are "Each" and the unit of measure is "1".

Do not add taxes to any of the calculations.

## SUBMITTAL FORM "B"- REFERENCES

OBMH 07-2020

### LEASE OF OAK BAY MARINA LANDS AND MARINA

Provide at least three recent (within the last 5 years) references that show specific relevance to this project. Provide project name, project date/duration, project location, contract name, contact title/position, phone number and email address. Indicate names of key personnel used on the referenced projects that will be involved on this project.

<b>Reference 1</b>	
Name of Organization	
Address of Organization	
Contact Person	
Contact Person's Title	
Contact Person's Tel and Email	
Contract Start and End Dates	
Description of similar project:	
<b>Reference 2</b>	
Name of Organization	
Address of Organization	
Contact Person	
Contact Person's Title	
Contact Person's Tel and Email	
Contract Start and End Dates	

Description of similar project:

**Reference 3**

Name of Organization	
Address of Organization	
Contact Person	
Contact Person's Title	
Contact Person's Tel and Email	
Contract Start and End Dates	