

Request for Expressions of Interest

Turkey Head (Spewhung Point) Marina Operations

RFEOI Opening Date: April 9, 2026

Response Due: May 28, 2026

**Council Presentation Required: Tentatively Scheduled for June
15, 2026**



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1. Invitation and Purpose of this RFEOI

The District of Oak Bay (“The District”) invites selected parties (Songhees First Nation, Xwsepsum First Nation, Oak Bay Marine Group) to submit an Expression of Interest (“EOI”) to operate the Marina, now located at 1327 Beach Drive (“the Marina” or “the site”), following expiry of the current operating lease at the end of 2027.



Figure 1- Oak Bay Landscape Surrounding the Marina

As the current marina lease nears expiration, the District is looking to achieve a new lease that reflects the objectives of Council, Songhees and Xwsepsum First Nations, and the community, including providing tangible economic, social and environmental benefits (as further detailed in **Section 3** below).

This Request for Expressions of Interest (“RFEOI”) is a first step within a broader process and is not intended to serve as a request for detailed proposals or financial offers. Its purpose is to:

1. Understand who is interested in operating the marina;
2. Assess capacity and readiness to manage a complex, operating marine asset;
3. Confirm alignment with the District’s required parameters and principles; and,
4. Help Council determine whether to proceed to more detailed discussions or negotiations with one or more parties.

The Marina is located at 1327 Beach Drive within a sheltered bay in south Oak Bay, British Columbia. It is currently an operating marina, including two Marina sales/ service buildings and the associated water lot. The site also includes a restaurant/ coffee shop building and parking lot; however, these amenities are not included within the scope of this RFEOI.

More specifically, the following scope division applies to this RFEOI:

- **In Scope:** two (2) Marina sales/ service buildings, water lot
- **Explicitly Out of Scope:** restaurant/coffee shop building, parking lot area

Proponents are invited to share high-level ideas or interests related to the remainder of the site, if and as desired, but these are outside the EOI scope (area contemplated for lease).

The District acknowledges their need to commit to the provision of parking spaces sufficient to meet Zoning Bylaw requirements associated with marina operations.

2. Background

The District leases a provincial water lot from the Province of British Columbia until 2052, which has been subleased to the current marina operator until the end of 2027 to accommodate the marina's docks. Future sublease or assignment of the water lot will require Provincial approval. The District can only commit the water lot as being available until the end of 2052, and there is no guarantee that the Province would approve extensions.

The District does not own the docks. The District maintains the option to purchase the existing docks from the current operator from January to June 2027. A dock condition assessment completed in December 2023 (available via [Connect Oak Bay](#)) concluded that the dock is in fair to good condition overall, with some areas of localized deterioration or damage but no major safety concerns.



Figure 2- The Marina's Slips, Docks, Marina Facilities, and Nearby Apartment Buildings

3. District and First Nations Objectives

Oak Bay Council underwent a collaborative exercise to identify key objectives with respect to future operations of the marina. Separately, Songhees and Xwsepsum leadership have defined objectives of significance to their respective communities.

These should be viewed as separate but interconnected aspirations that can holistically inform a future vision for the marina operations.

District Objectives

1. First Nations partnership
2. Sustainable financial return
3. Site activation and public use
4. Environmental stewardship

Songhees and Xwsepsum Nations' Objectives

1. Revenue generation
2. Cultural presence
3. Job creation
4. Environmental stewardship

Proponents are encouraged to address how their experience and approach support both sets of objectives, with particular attention to operational commitments and measurable outcomes.

4. Required Operating Parameters

In its efforts to potentially secure a new lease for the marina, the District has defined four key requirements that must be understood and adhered to by all parties. All EOIs must clearly demonstrate understanding of and alignment with these parameters.

1. The District will receive market value for the marina lease

- This is a requirement under section 25(1) of the Community Charter, SBC 2003, c 26 (the Province of British Columbia's primary legislation providing the statutory framework and core authority for municipalities).

2. The District will retain ownership of the land

- This means that the arrangement would be a lease, with the timeline to be negotiated between the successful proponent and the District, as applicable.

3. The District will not have financial participation

- This includes no role in funding, constructing, or maintaining any of the marina buildings or operations.

4. There will be continuity of marina services throughout the transition period

- Marina services and moorage must continue uninterrupted, with the exception of short-term disruptions related to potential dock replacement
- Any planned dock replacement measures and anticipated impacts on marina activities must be planned and clearly communicated to current marina users well in advance.

All EOIs must acknowledge and accept these parameters per Section 4.a) of Appendix A (EOI Response Form) to advance to the next stage of consideration for marina operations.

5. EOI Submission Requirements

The submission must include the following to be considered complete and able to be evaluated:

1. **Completed Appendix A** with all fields filled to the best of the Proponent's ability. The responses within Appendix A should provide clear, high-level responses that allow for assessment of the Proponent's readiness, experience, operational capacity, risk awareness, and alignment. Proponents are invited to share high-level ideas or interests related to the remainder of the site, if and as desired, but these are outside the EOI scope.
2. **10-Slide Presentation to Council** that summarizes the information contained within the completed Appendix A. This presentation will be presented by the Proponent to the District of Oak Bay Council within a public meeting, tentatively **scheduled for June 15, 2026**. 10 minutes will be allotted for each Proponent presentation.
 - a. The purpose of this presentation is to highlight the Proponent's intended approach for operating a marina. The audience will be both the District Council and the public attendees.
 - b. At the time of the presentation, Council will not have seen the Proponent's Appendix A.
 - c. This will be a public Council meeting. The presentation shall not include any confidential or proprietary financial information and should be suitable for public viewing and presentation.
 - d. The presentation will not be scored. The presentation is only for public and Council information.

Only complete submissions will be considered. Submissions will be considered completed if they include both the completed **Appendix A** and the **10-Slide Presentation**. Submissions will not be considered complete unless all items in **Question 4.a)** in **Appendix A** are answered in the affirmative (shown with checkmark in the form).

Submissions consisting of the Proponent's completed Appendix A and the Proponent's 10-Slide Presentation must be sent in PDF format via email no later than May 28, 2026, at 4:00 pm PST to:

Colliers Land Use Strategies Group
Laura Dumbrell, Senior Director
laura.dumbrell@colliers.com

Please direct any queries regarding this RFEOI, the Proponent's EOI responses, or submission requirements to the above listed email address.

6. Evaluation Criteria

The Proponent's completed Appendix A will be evaluated on the following criteria:

1. Relevant Experience and Operational Capability (Responses to Questions 2,3,12,13 in Appendix A)
2. Operational Approach (Responses to Questions 4.b,5,6 in Appendix A)
3. Alignment with District and First Nations Objectives (Responses to Questions 7-10 in Appendix A)

Each Proponent's completed Appendix A form will be scored based on the criteria listed above by Colliers Land Use Strategies, an independent evaluator. Once scores have been assigned, Colliers will share these results and completed EOI responses with Council. Council is not under any obligation to select the highest scoring Proponent, or any Proponent, to move forward into negotiations. Council will determine the direction of the next steps.

Thank you for your interest in undertaking future operations of the Marina. We look forward to your response.

7. Next Steps

Following evaluation of EOIs received in response to this RFEOI, Council may undertake any of the following actions, or any other direction deemed appropriate by Council:

- Decide not to proceed;
- Invite one or more Proponents to enter into further discussions or negotiations;
- Seek additional clarification before determining next steps; or
- End discussions or negotiations with one Proponent if no resolution is reached and may move into discussions or negotiations with another Proponent.

8. Confidentiality

The District recognizes the importance to Proponents that their ideas and plans remain confidential. The District will endeavour to respect and protect the confidentiality of such information and will treat it as supplied in confidence within the meaning of Section 21 of the Freedom of Information and Protection of Privacy Act. The District is subject to the provisions of that Act, and therefore, while Section 21 of the Act does offer some protection for third party business interests, the District cannot guarantee that any information provided to the District can be held in confidence.

By submitting a proposal, the Proponent agrees to maintain, in confidence, all information provided by the District in relation to the RFEOI. The contents of the RFEOI and any information provided by the District or its consultants in relation to this RFEOI, may not be used, reproduced, or disclosed by a Proponent for any purpose other than:

- In relation to the contemplated or actual submission of a proposal;
- As required by law including but not limited the Freedom of Information and Protection of Privacy Act; or
- By the Proponent's auditors or legal advisors, provided that the information is disclosed under a professional duty of confidentiality

In all such cases, the Proponent shall advise the District prior to disclosing the information.

Finally, all documents submitted as a result of this RFEOI will become the property of the District.

9. Terms and Conditions

9.1 Acknowledgment of Terms and Conditions

By submitting an EOI, each Proponent agrees to be bound by the terms and conditions contained applicable to this RFEOI process as contained in the RFEOI.

9.2 This RFEOI is Not a Request for Tenders

This RFEOI is not an invitation to tender that would create any entitlements to purchase or supply goods or services whatsoever. The District is not bound to enter into any transaction with any Proponent.

9.3 Rights Reserved by the District

The District reserves the right, to be exercised in the District's sole discretion, to:

- (a) waive non-compliance of a EOI with requirements set out in this RFEOI if such non-compliance:
 - (i) is not in relation to an essential or important requirement set out in the RFEOI; and
 - (ii) is not significant with respect to evaluation of the EOI;
- (b) cancel this RFEOI at any time including at the following stages:
 - (i) before the closing date for EOI submissions;
 - (ii) after the closing date for EOI submissions but before any Proponent is invited to negotiate terms with the District; and
 - (iii) after one or more Proponents are invited to negotiate terms with the District but before any agreement is executed;
- (c) if this RFEOI is cancelled:
 - (i) issue another solicitation on the same or different terms; or
 - (ii) do nothing further;
- (d) rely on information from credible third parties to assess a Proponent with respect to evaluation criteria, even if such third parties have not been nominated as a reference by the Proponent;
- (e) disqualify a Proponent in the following circumstances:
 - (i) the Proponent fails to submit an EOI in accordance with the submission requirements herein;
 - (ii) the Proponent attempts to influence the outcome of this RFEOI process in an unfair or wrongful manner;
 - (iii) it is known to the District with reasonable certainty through its own experience or through that of credible third parties that the Proponent has acted in a commercially unreasonable manner or unlawful manner in the past; and
- (f) carry out further negotiations with one or more Proponents and enter into agreements with one or more of such Proponents.

9.2 Miscellaneous Terms

- (a) Proponents are solely responsible for their own costs and expenses in preparing and submitting EOIs, and for any meetings, negotiations or discussions with the District or its representatives and consultants, relating to or arising from this RFEOI.
- (b) The District and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any

other matter whatsoever, incurred by the Proponent in preparing and submitting an EOI, or participating in negotiations with the District, or other activity related to or arising out of this RFEOI.

- (c) The District has used considerable efforts to ensure an accurate representation of information in this RFEOI. However, the District accepts no responsibility for the accuracy or completeness of this RFEOI. The information contained in this RFEOI is supplied solely as a guideline for Proponents. Nothing in this RFEOI is intended to relieve Proponents from the responsibility of forming their own opinions and conclusions with respect to the matters addressed in this RFEOI.
- (d) This RFEOI and the process related to it shall be governed by and construed in accordance with the laws of the Province of British Columbia, Canada, which shall be deemed the proper law hereof.

Appendix A: EOI Response Form (to be Completed and Submitted)

Proponents are invited to use the form below as their complete EOI response.

No assumptions should be made that information regarding the Proponent or its participants, their experience, expertise, and performance on other projects is known, other than the documentation and responses submitted by the Proponent, will be included in the evaluation.

Please complete each section. Proponents may attach **brief** appendices clearly referenced to the relevant question or checklist item, citing numbers that correspond to this form. The intent is to provide clear, high-level responses to support evaluation.

Detailed proposals, designs, financial models, or proposed lease terms are not required.

1. Proponent Identification and Contact Information

Legal Entity Name: _____

Ownership Structure (brief): _____

Primary Contact Name and Title: _____

Email: _____ Phone: _____

Brief Organizational Overview (including years in operation):

2. Relevant Experience and Operational Capacity

Describe your experience operating marinas or comparable marine-related assets (size, scope, years):

Identify one operating facility or project most comparable to the Marina that you have been involved with:

- Location: _____
- Role (owner / operator / partner): _____
- Years involved: _____
- Key similarities (scale, regulatory complexity, public ownership, dock renewal, etc.):

Describe experience managing operating facilities during major transitions (e.g., dock replacement, capital renewal, lease transitions):

Describe your organization's governance and decision-making structure (e.g., who has authority to commit the organization):

Describe the general source(s) of capital your organization intends to use to fund this project (e.g., internal cash flow, debt financing, grants, equity partners):
(Note: no further details regarding capital sources are required)

We confirm that our organization has the financial capacity and access to capital to operate the marina and undertake foreseeable capital investments, including dock replacement, without public assistance:

Confirmed

Optional comment: _____

3. Readiness to Proceed

Please confirm the following:

- Our organization has internal authority and capacity to proceed to more detailed discussions during the remainder of 2026 and early 2027 if invited.
- Our organization would theoretically have internal authority and capacity to begin marina operations on January 1, 2028, if successful in advancing through potential subsequent stages.
- We understand the District's key timing constraints, including the 2027 lease expiry and dock purchase decision window.

Optional comments (e.g., any constraints to readiness):

4. Understanding of Required Operating Parameters and Water Lot Ownership

4.a) Please confirm your understanding and acceptance of the following:

- The District must receive market value for the marina lease (Community Charter s.25(1))
- The District will retain ownership of the land (lease-based arrangement)
- The District will not provide financial assistance for buildings, operations, or capital works
- There will be continuity of marina services after the expiry of the existing lease, with the exception of short-term disruptions related to potential dock replacement
- The water lot is leased from the Province until 2052, with no guarantee of extension
- Provincial approvals are required for water lot sublease or assignment

4.b) Briefly describe how you would conceptually approach structuring a market-value lease that remains commercially viable (no figures required):

5. High-Level Operating Approach and Risk Awareness

What length of lease (e.g., approximate number of years) do you wish to propose for the marina?

Describe your approach to operating the marina and maintaining uninterrupted services and moorage:

In your view, what are the most significant risks or constraints associated with operating the marina? Describe these and how you would approach managing them (high-level):

Would you be open to collaborating with another organization that has been invited to respond to this RFEOI to operate the marina?

Yes No

Optional comment: _____

6. Docks and Marine Infrastructure (High-Level)

Confirm your understanding of the current dock condition and the District's preference for replacement:

Confirmed

Have you previously operated a marina during major dock replacement or renewal while remaining open?

Yes No

If yes, briefly describe how service continuity was maintained:

Describe your high-level approach to dock replacement versus refurbishment (no designs or costs required):

Confirm awareness of the District's dock purchase option timing in 2027 and related constraints:

Confirmed

If your organization does not already own the docks, would your organization potentially be interested in purchasing the dock if selected as operator?

Yes No Not applicable (already own the docks)

Optional comment: _____

7. Indigenous Moorage and Partnership Commitments

Describe your proposed high-level approach to providing moorage access for Songhees and Xwsepsum Nations:

Describe the proposed nature of Indigenous moorage commitments within your operational priorities (e.g., guaranteed access, reserved capacity, priority use):

Describe any relevant experience working with Indigenous partners and/or community partners on operational mandates (if applicable):

8. Environmental Stewardship

Summarize relevant environmental practices, experience, or operational commitments related to environmental stewardship that will underscore marina operations:

9. Alignment with Songhees and Xwsepsum Objectives

Please briefly describe how your proposed approach to marina operations aligns with each of the following:

- Revenue generation: _____
- Cultural presence: _____
- Job creation: _____
- Environmental stewardship [*summarize response to Section 8 above with a focus on the Songhees and Xwsepsum's environmental goals*]:

10. Alignment with District Objectives

Please briefly describe how your approach aligns with each of the following:

- First Nations partnership: _____
- Sustainable financial return: _____
- Site activation and public use: _____
- Environmental stewardship [*summarize response to Section 8 above with a focus on the District's community-facing environmental goals*]:

11. Ideas

Please provide optional high-level ideas for the remainder of the site (besides the two Marina Sales/Service buildings and water lot).

12. Understanding of Scope Inclusions and Exclusions

Please confirm your understanding that this EOI:

- Includes marina operations, two Marina Sales/Service buildings, and the water lot
- Excludes the restaurant/coffee shop building and parking lot
- Allows optional high-level ideas for the remainder of the site, subject to a future community process

13. Proponent Declaration

By signing below, the undersigned confirms that the information provided is accurate, the proponent understands and accepts the parameters and scope of this EOI, present at the tentatively scheduled District Council meeting on June 15, 2026, and, if requested to do so, is prepared to attend an additional, as yet unscheduled, District Council meeting to respond to related questions.

Authorized Name: _____

Title: _____

Date: _____

Signature: _____