



**mission
communityskillscentre**

REQUEST FOR PROPOSALS

2020-RFP-02

Fraser Valley Artisans Food Hub Concept

Issue Date: November 30, 2020

RFP Submission Details:

Two (2) complete printed copies and one (1) electronic complete copy in PDF format saved on a memory stick of the Proposal Submission may be hand delivered, couriered or mailed and must be received prior to the Closing Date and time. The envelope must be plainly marked “2020-RFP-02 Fraser Valley Artisans Food Hub Concept”. Faxed or e-mailed copies will not be accepted.

RFP Closing Time: 2:00 pm local time

RFP Closing Date: Tuesday, January 5, 2021

**Deliver to: Mission Community Skills Centre Society
201 – 33123 1st Avenue
Mission, BC V2V 1G5
Attention: Stephen Evans, Executive Director**

Proposals will not be opened in public.

It is the sole responsibility of the Proponent to check the Mission Community Skills Centre Society's Website at www.missioncsc.org for any updated information and addendum issued before the closing date. The Mission Community Skills Centre Society's Website at www.missioncsc.org is the only authorized website to obtain competitive bid documents for the Mission Community Skills Centre Society opportunities. The Mission Community Skills Centre Society shall not be held responsible for our competitive bid documents that are located on any other website.

TABLE OF CONTENTS

1.0	PROJECT OVERVIEW.....	3
2.0	DEFINITIONS.....	3
3.0	CONTENT OF PROPOSAL.....	4
4.0	INSTRUCTIONS TO BIDDERS.....	5
5.0	REQUEST FOR PROPOSALS (RFP) PROCESS.....	6
6.0	PRE-RFP INFORMATION & EVALUATION.....	8
7.0	PROPOSAL PREPARATION.....	11
8.0	ADDITIONAL TERMS.....	12
9.0	CONDITIONS.....	13
10.0	CONTRACTOR'S OBLIGATIONS.....	14
11.0	INSURANCE PROTECTION AND DAMAGE.....	15
	SCHEDULE A – PROJECT DETAILS.....	19
	SCHEDULE B - PROPOSAL SUBMISSION FORM.....	22
	APPENDIX A - CONCEPTS OF INTEREST.....	24

1.0 PROJECT OVERVIEW (SCOPE OF THE PROPOSAL)

The Mission Community Skills Centre Society (MCSCS) and its partners are seeking a qualified proponent or firm to complete the *Fraser Valley Artisans Food Hub* (“the Centre”) Leasehold Improvements intended to provide MCSCS with a Centre that meets the needs of MCSCS, Abbotsford Building Code, HACCP and Fraser Health requirements. This RFP for project management services and construction of leasehold improvements describes the services sought by Mission Community Skills Centre Society and sets out MCSCS’s RFP process, evaluation and selection process and proposal requirements.

The successful proponent will be responsible to undertake significant consultation and engagement with MCSCS and its partners, the City of Abbotsford, Fraser Health, HACCP consultant, industry and stakeholders who have interest in being a part of the Centre. Further information related to this development can be obtained by including a copy of a business plan overview for this project.

2.0 DEFINITIONS

- a. **“Best Value”** means the highest total ranked score of evaluation criteria and closest alignment with project goals as determined by MCSCS.
- b. **“Closing Date and Time”** means **Tuesday, January 5, 2021 at 2:00 p.m. (PT)**.
- c. **“Statement of Fees”** means an outline of payments proposed directly linked to a schedule of proposed benchmarks
- d. **“Contract”** means a written agreement between the Mission Community Skills Centre Society and the Successful Proponent resulting from this RFP.
- e. **“Contractor”** means the Successful Proponent who is a party to the Contract.
- f. **“MCSCS”** means the Mission Community Skills Centre Society.
- g. **“must”, “mandatory”, or “required”** means a requirement that must be met in order for a Proposal to receive consideration.
- h. **“Business Plan”** means the Fraser Valley Artisans Food Hub Business Plan
- i. **“Partners”** means MCSCS in collaboration with Community Futures North Fraser, Small Scale Food Processors, Vancouver Community College, St. Josephs Food Bank
- j. **“Project”** means the Fraser Valley Artisans Food Hub
- k. **“Project Manager”** means the Executive Director, MCSCS.
- l. **“Project Office”** means the MCSCS Office
201 – 33123 1st Avenue
Mission, B.C., V2V 1G5
- m. **“Proponent”** means a party submitting a Proposal to this RFP.
- n. **“Proposal”** shall mean the Proponent’s submission to the RFP.
- o. **“Proposal Review Committee”** means the team of partners reviewing Proposals.
- p. **“RFP”** means this Request for Proposal.
- q. **“Request for Proposal”** includes the documents listed in the index of the Request for Proposal and any modifications thereof or additions thereto incorporated by addenda before the close of the RFP.

- r. **“should” or “desirable”** means a requirement having a significant degree of importance to the objectives of the Request for Proposals.
- s. **“Successful Proponent”** means the Proponent submitting the most advantageous RFP as determined by the Mission Community Skills Centre Society.
- t. **“Work” or “Services”** means the task and deliverables the Successful Proponent agrees to provide in the Contract.

3.0 CONTENT OF PROPOSAL

Two (2) complete original printed copies and one (1) complete electronic copy in PDF format must be submitted. The following documents must be included in the submission:

a. Proposal Submission Form (signed by the Proponent and date stamped)

b. Proponent Profile

Proposals should include a description of your firm’s capabilities and background that makes it well suited to this project. The profile will also include:

- A list of four recent project management experiences including a brief description;
- Name of the manager who the Proponent has appointed to lead the project team and who will be the sole source of contact for MCSCS; and,
- A brief description of any professional designation, responsibilities, qualifications, and relevant experience of each of the Proponent’s project team members;

c. Approach and Methodology

Proposals should include a detailed work plan outlining all relevant tasks and total estimated costs for each task as well as:

- Engineering Work – Consultants including all required Architectural, Structural, Mechanical, Electrical and Civil Work
- Upgrades to waterlines (from ¾” to 4”)
- Upgrades to Electrical (600 amp 3-Phase Service)
- Upgrades (partial or otherwise) to electrical, HVAC, Heating, Plumbing, Demolition, Framing, Concrete, Drywall, Paint, Sprinklers
- All Project Management Fee Structure

It is the expectation of MCSCS that proposals will include detailed “Approach and Methodology” which clearly outlines the approach that the Successful Proponent will plan to take to complete the work.

d. Fees and Costs

The **maximum budget** for the development of the leasehold improvements is **\$750,000**.

Proposals must include a statement of fees (as identified in section “c” above) and a schedule of payment recommended with the implementation of the Proponent’s proposal if approved/contracted that are not required as defined within the Scope of Services;

- GST shall not be included in the Contract Fee. GST will be added to the Contract Fee at the time of the payment by MCSCS. All other applicable taxes are to be included in the Work Plan and/or Contractor's Fee Schedule.

e. References

Proposals must include **three (3) references** who the proponent has done similar work for.

- f. Value Add:** Proposals may include ideas beyond the scope of the proposal that further assist in achieving the goal of developing the Centre. Additional ideas should result in more comprehensive findings, leading to more actionable and effective decisions. Rates for any value-add content which may fall outside of the proposal scope of work should be detailed and included within your Proposal. The Proposal must be submitted within three months of signing of Contract. Failure to submit the Proposal in keeping with all conditions of the Contract, including the final date of submission, shall mean no additional dollars will be disbursed to the Proponent and all outstanding invoices will not be paid.

4.0 INSTRUCTIONS TO PROPONENTS

4.1. APPLICABLE LAWS

The law applicable to this RFP shall be the law in effect in the Province of British Columbia. Except for an appeal from a British Columbia Court to the Supreme Court of Canada, no action in respect to this RFP shall be brought or maintained in any court other than in a court of the appropriate jurisdiction of the Province of BC.

In carrying out its obligations hereunder, the Proponent shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications, and requirements of all regulatory authorities (named or unnamed herein), and shall obtain all necessary licenses, permits and registrations as may be required by law. Where there are two or more laws, ordinances, rules, regulations or codes applicable to the Works, the more restrictive shall apply. All references in the RFP to statutes and regulations thereto and City of Abbotsford bylaws shall be deemed to be the most recent amendments thereto or replacements thereof.

4.2. COPYRIGHT

All designs, drawings, concept drawings, specifications, digital, hard copies, web pages, internet pages, maps and plans commissioned by the Mission Community Skills Centre Society, shall remain the exclusive property of Mission Community Skills Centre Society.

4.3. INCONSISTENCY BETWEEN PROVISIONS

In the case of any inconsistency or conflict between the provisions of the RFP, the provisions of such documents and addendum thereto will take precedence in governing in the following order:

- (1) addenda;
- (2) RFP;

- (3) Special Conditions;
- (4) Specifications;
- (5) Drawings;
- (6) Executed Form of RFP; and,
- (7) All other documents.

4.4. HEADINGS

Headings are for convenience only: headings and titles in the RFP are for convenience only and are not explanatory of the clauses with which they appear.

4.5. PAYMENT

Method of payment is governed by MCSCS policy as well as applicable federal and provincial law. MCSCS policy includes, but is not limited to, all payments will be in the form of cheque payable to the successful contracting agent in Canadian Funds and will have affixed with two authorities signatures on behalf of MCSCS and include GST payment.

4.6. ENTIRE AGREEMENT

The RFP, accepted submission, and MCSCS Contract represent the entire Agreement between MCSCS and the Successful Proponent and supersede all prior negotiations, representations or agreements either written or oral. The Contract may be amended only by written instrument agreed and executed by the Successful Proponent and Mission Community Skills Centre Society.

5.0 REQUEST FOR RFP PROPOSALS PROCESS

5.1 NOT A TENDER CALL

This RFP is not a tender call, and the submission of any response to the RFP does not create a tender process. This RFP is not an invitation for an offer to contract, and it is not an offer to contract made by MCSCS.

5.2 NO OBLIGATION TO PROCEED

Though MCSCS fully intends at this time to proceed through the RFP, MCSCS is under no obligation to proceed to the purchase, enter into an agreement to supply services or any other stage or obligation, perceived or otherwise, with any proponent. The receipt by MCSCS of any information (including any submissions, ideas, plans, drawing, models or other materials communicated or exhibited by any intended Proponent or on its behalf), shall not impose any obligations on MCSCS. There is no guarantee by MCSCS, its officers, employees or agents, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with MCSCS.

5.3 ADDENDA AND SUBSEQUENT INFORMATION

Proponents are advised that all subsequent information regarding this RFP including any addenda will be posted on the Mission Community Skills Centre Society's Website. Addenda may be issued up to 48 hours prior to the Closing Date and Closing Time. After this time the

RFP will be considered complete and no further addenda will be issued.

5.4 ELIGIBILITY

Proposals will not be evaluated if the Proponent's current or past corporate or other interest may, in MCSCS's opinion, give rise to a conflict of interest in connection with the RFP.

5.5 CONFLICT OF INTEREST

Any potential or perceived conflict of interest must be disclosed to MCSCS in writing together with the proposal documents. Any conflict of interest identified will be considered and evaluated by MCSCS. MCSCS has the sole discretion to take the steps MCSCS deems necessary to resolve the conflict. If during the term of the Contract, a conflict or risk of conflict of interest arises, the Proponent will notify MCSCS immediately, in writing, of that conflict or risk and take any steps that MCSCS reasonably requires to resolve the conflict.

6.0 PRE-RFP INFORMATION

6.1 COST OF PREPARATION

Any cost incurred by the Proponent in the preparation of this Proposal will be borne solely by the Proponent.

6.2 INTENTION OF MCSCS

The Proponent that submits to MCSCS the most advantageous Proposal and which represents the interests of MCSCS, best overall, may be awarded the contract. MCSCS reserves the right to accept or reject all or part of the RFP response, however, MCSCS is not precluded from negotiating with the successful Proponent to modify its Proposal to best suit the needs of MCSCS.

6.3 REJECTION OF PROPOSALS

MCSCS reserves the right to reject, at MCSCS's sole discretion, any or all Proposals, without limiting the foregoing, any Proposal which:

- a. is incomplete, obscure, irregular or unrealistic;
- b. has non-authorized (not initialed) erasures or corrections in the Proposal or any schedule thereto;
- c. omits or fails to include any one or more items in the Proposal for which a price is required by the RFP;
- d. fails to complete the information required by the RFP
- e. fails to furnish a Proposal; and/or
- f. fails to complete the information required.

Proposals may be rejected based on the Proponents past performance, financial capabilities, completion schedule and compliance with Federal, Provincial, and/or Municipal legislation. As it is the purpose of MCSCS to obtain a Proposal most suitable to its interests and what it wishes to accomplish, MCSCS has the right to waive any irregularity or insufficiency in any Proposal submitted and to accept the Proposal which is deemed to provide the best value to MCSCS.

6.4 EVALUATION CRITERIA

Proposals will be checked against the mandatory criteria. Proposals not meeting all mandatory criteria will be rejected without further consideration. If all submissions do not meet MCSCS's mandatory criteria, it shall remain MCSCS's sole discretion to evaluate submissions and reject all or award to the Proponent with the highest overall ranking.

MANDATORY CRITERIA
<ul style="list-style-type: none">Proposals received by closing date and time (two printed copies & one PDF electronic copy) in a sealed envelope consisting of components outlined in Section 3.Proposal Submission Form – signed and datedProponent Profile, Approach/Methodology, & References

SCORED EVALUATION CRITERIA
Proposals meeting the mandatory requirements will be further evaluated based on predetermined criteria as detailed below:
EXPERIENCE/PROJECT TEAM AND REFERENCES
<ul style="list-style-type: none">Experience and education of the Project Manager as it relates to the work outlined in the RFP.Experience (type and number of similar projects) and familiarity with the City/Region.References – comments from clients utilizing the Proponent's services for similar projects.
APPROACH AND METHODOLOGY
<ul style="list-style-type: none">The approach and philosophy applied to complete the Services as outlined in the RFP.Demonstrate clear understanding of the scope of work, key issues and initiatives.Familiarity with previous work done in regard to the Centre's development.
PROJECT SCHEDULE
<ul style="list-style-type: none">Clear presentation of resources and key deliverablesProposed schedule fits with MCSCS's schedule.
POST PROJECT
<ul style="list-style-type: none">Post-project completion, support and Q&A offered.

Following evaluation, a short list may be developed and shortlisted proponents may be asked to provide further information related to their application before a final selection is made.

6.5 PROPOSAL REVIEW COMMITTEE

Evaluation of Proposals will be made by the Proposal Review Committee formed by MCSCS, and may include feedback from MCSCS partners.

Upon submitting a Proposal, proponents agree that MCSCS may disclose their company name; however, no scores, weights or totals will be provided to any Proponents.

Awards will be made based on the best value offered, and the best value will be determined by the Proposal Review Committee. The quality of the service to be supplied, the conformity with the specifications, the suitability to requirements, guarantee clauses, and references shall all be taken into consideration. Price is not the sole determining factor for an award.

6.6 CONFIDENTIALITY OF PROPOSALS

MCSCS will endeavor to keep all Proposals confidential. The material contained in the Proposal from the Successful Proponent will be incorporated in a contract and information which is considered sensitive and/or proprietary shall be identified as such by the Proponent. Technical or commercial information included in MCSCS contract shall not be released if MCSCS deems such releases inappropriate, subject to the Freedom of Information and Protection of Privacy Act.

6.7 CONFIDENTIALITY OF MCSCS'S INFORMATION

All Proponents and any other persons who, through this RFP process, gains access to MCSCS's confidential financial information, are required to keep strictly confidential all information which in any way reveals confidential business, financial or investment details, programs, strategies or plans learned through this RFP process. This requirement will continue with respect to such information learned by the Successful Proponent, if any, over the course of any contract for service which arises out this RFP process. Information pertaining to MCSCS obtained by the Proponent as a result of participation in this process is confidential and must not be disclosed without written authorization of MCSCS.

6.8 CLARIFICATION

MCSCS reserves the right to seek Proposal clarification with the Proponents to assist in making evaluations.

MCSCS reserves the right to:

- consider and analyze any and all proposal submissions;
- reject any proposal it considers not in its best interest;
- to meet with the Proponents, either individually or collectively, to discuss the RFP and their submissions;
- after identifying the preferred Proponent, to negotiate any changes, amendments or modifications with the preferred Proponent, without offering the other Proponents the right to amend their Proposals;
- to cancel the RFP at any time without incurring liability to any Proponent;
- to reject any or all Proposals;
- to accept any Proposal whether complete or not;
- to alter any aspects of the RFP in its sole discretion.

It is the nature of the RFP process that the RFP and/or the Proposal in response to the RFP will

not constitute a binding Contract, but will only form the basis for the **Project Management Agreement**, and does not mean that the Proposal is necessarily acceptable in the form submitted.

6.9 ACCEPTANCE OF PROPOSAL

MCSCS shall not be obligated in any manner to any Proponent whatsoever until a written agreement has been duly executed relating to an approved Proposal. No act of MCSCS other than written notice signed by MCSCS's Corporate Officer shall constitute an acceptance of a Proposal. Such acceptance shall bind the successful Proponent to execute in a manner satisfactory to MCSCS.

6.10 NEGOTIATION DELAY

If a written Contract cannot be negotiated within 30 days of notification to the successful Proponent, MCSCS 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 terminate the RFP process and not enter into a Contract with any of the Proponents.

6.11 INQUIRIES AND CONTACT DURING THE RFP PROCESS

General inquiries related to this RFP are to be emailed to:

Stephen Evans, Executive Director
Mission Community Skills Centre Society
201 – 33123 1st Ave.
Mission, BC V2V 1G5
Phone: 604-826-0626
sevens@missioncscs.org

Proponents shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Proponents finding discrepancies or omissions in the Contract or RFP, or having any doubts as to the meaning or intent of any provision should immediately notify the above-noted project contact. If there are any changes, additions, deletions to the Proposal scope, conditions or closing date, an Addendum issued by MCSCS will be posted on MCSCS website (www.missioncsc.org). All Addenda are to become part of the Proposal documents. Verbal discussion with MCSCS staff shall not become part of the RFP or modify the RFP unless confirmed by written Addendum.

Proponents may also contact Stephen Evans to request additional information related to the specifics of the project. MCSCS retains the right to determine whether the information is

relevant and suitable for release. All questions and responses should be made via email or sent electronically to Stephen Evans. Inquiries and responses will be recorded and may or may not be distributed to all Proponents who expressed an interest in the RFP at MCSCS's option. Questions will not be accepted or answered within 48 hours of the Closing date and time.

6.13 SUBMITTAL DEADLINE AND INSTRUCTIONS

Delivery of Proposals to the Mission Community Skills Centre Society's office prior to the specified date and time is solely and strictly the responsibility of the Proponent. MCSCS shall not, under any circumstances, be held responsible for delays caused by any delivery service(s), or for delays caused by other occurrence. All Proposals must be manually and duly signed by an authorized corporate officer or principal(s) of the organization with the authority to bind said Proponent.

Proposals must be received by **2:00 p.m. (local Pacific time) on Tuesday, January 5, 2021** at:

Mission Community Skills Centre Society
Attention: Stephen Evans
Unit # 201, 33123 1st Avenue
Mission, BC V2V 1G5

Proposals and their envelopes should be clearly marked and sealed with the name and address of the Proponent and the RFP program title – Fraser Valley Artisans Food Hub Concept.

6.14 AMENDMENTS TO PROPOSALS

A Proponent may amend or revoke a Proposal by giving written notice to MCSCS, delivered by hand, mail, and or e-mail to Stephen Evans. An amendment that is received after the Closing Date and Closing Time will not be considered and shall not affect a Proposal, as submitted. An amendment and/or revocation must be signed by an authorized signatory of the Proponent.

If a Proposal amendment or revocation is sent by email will not be accepted. MCSCS shall not be liable to any Proponent for any reason if not properly received.

7.0 PROPOSAL PREPARATION

7.1 CHANGES TO PROPOSAL WORDING

The Proponent will not change the wording of its Proposal after the submission deadline and no words or comments will be added to the Proposal unless requested by MCSCS for purposes of clarification.

7.2 IRREVOCABILITY OF 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. By submission of a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into MCSCS's Consulting Services Contract.

7.3 PROPONENT'S EXPENSE

Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with MCSCS, if any. If MCSCS elects to reject any and/or all Proposals, MCSCS 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 matter whatsoever.

7.4 LIMITATION OF DAMAGES

The Proponent, by submitting a Proposal, agrees that the Proponent will not claim damages, for whatever reason, relating to the RFP or in respect of the competitive process. The Proponent, by submitting a Proposal, waives any claim for loss of profits if no agreement is made with the Proponent.

8.0 ADDITIONAL TERMS

8.1 SUB-CONTRACTING

- a. Using a Subcontractor (who must be clearly identified in the Proposal) is acceptable. This includes a joint submission by two (2) Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to act as lead contact and take overall responsibility for successful interconnection of the two (2) product or service lines and this must be defined in the Proposal. MCSCS will only pay the lead Proponent and will leave the lead proponent to pay any Subcontractors. MCSCS will **NOT** pay Subcontractors directly.
- b. A Subcontractor, including an individual or firm, whose current or past corporate or other interests may, in MCSCS's opinion, give rise to a conflict of interest in connection with this project will be subject to the terms set out in Section 5.5 of this RFP. This includes, but is not limited to any firm or individual involved in the preparation of the Proposal.
- c. Any Sub-contracting of the service to any firm or individual after the award of a Contract must have prior written approval by MCSCS.

8.2 LIABILITY FOR ERRORS

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

8.3 AGREEMENT WITH TERMS

By submitting a Proposal, the Proponent agrees to all the terms and conditions of this RFP. Proponents who have obtained the RFP electronically must not alter any portion of the document, with the exception of adding the information requested. To do so will invalidate the Proposal and cause MCSCS to cancel or terminate any Agreement or Contract with the Proponent.

8.4 USE OF REQUEST FOR PROPOSALS

This document, or any portion thereof, may not be used for any purpose other than the submission of Proposals.

8.5 MCSCS REPRESENTATIVE

A MCSCS representative will be assigned by MCSCS to oversee the compliance of the Proposal awarded to the Contractor. In addition, the Contractor will be expected to name a counterpart Project Manager.

8.6 PAYMENT HOLDBACK

MCSCS will hold back a portion, not more than 10%, of the total Contract price until the requirements of the RFP have been fully met.

8.7 SOFTWARE

It is the Contractor's responsibility to ensure that MCSCS has all necessary business licenses and insurance required to use any software that may be supplied by the Contractor pursuant to the Contract.

8.8 ARBITRATION

All disputes arising out of or in connection with the Contract must, unless the parties otherwise agree, be referred to and finally resolved by arbitration pursuant to the Commercial Arbitration Act.

9.0 CONDITIONS

- a. A qualified Proposal is one which meets the needs and specifications of MCSCS in accordance with the terms and conditions contained in the RFP. The preferred Proposal is a qualified Proposal offering the Best Value, as determined by MCSCS.
- b. MCSCS will decide whether a Proposal is qualified by evaluating all of the Proposals based on the needs of MCSCS, specifications, terms and conditions and price. The Proposal Review Committee will examine all Proposals and recommend which Proposal is in MCSCS's best interest.

- c. A Proposal which is unqualified is one that exceeds the cost expectations of MCSCS and/or does not meet the terms and conditions contained in the RFP and/or does not meet the needs and specifications of MCSCS. MCSCS reserves the right to reject any or all unqualified Proposals.
- d. MCSCS reserves the right to cancel or extend the closing date of this RFP at any time.
- e. MCSCS recognizes that best value is the essential part of purchasing a product and/or service and therefore MCSCS may prefer a Proposal that offers greater value and better serves MCSCS's interests, as determined by MCSCS, over other Proposals. MCSCS's decision shall be final. Price is not the sole determining factor when awarding the RFP to the successful proponent.
- f. MCSCS reserves the right to negotiate with a preferred Proponent, or any Proponent, on any details, including changes to specifications and price. If specifications require significant modification, all Proponents shall have the opportunity to adjust their Proposals or re-submit altogether, as determined by MCSCS.
- g. All equipment, goods and workmanship must conform to all Laws and Standards necessary for use in Canada and the Province of British Columbia.
- h. MCSCS reserves the right to accept or reject a Proposal, where only one Proposal is received.
- i. MCSCS reserves the right in its sole discretion to accept or reject all or part of any Proposal which is non-compliant with the requirements of this RFP.
- j. MCSCS shall not be obligated either to accept or reject any non-compliance with the requirements of this RFP.
- k. Cancellation Clause: MCSCS reserves the right to cancel the Contract for goods and/or services as outlined in this RFP, at any time, by providing 10 days written notice to the Contractor. Any outstanding disbursements will be paid within 30 days of written notice to terminate or cancel the Contract.

10.0 CONTRACTOR'S OBLIGATIONS

10.1 REGISTRATION WITH WORKSAFE BC (WCB)

MCSCS requires that the Contractor and any approved Subcontractors must be registered with WorkSafe BC (WCB), in which case WorkSafe BC (WCB) coverage must be maintained for the duration of the Contract. Prior to receiving any payment, MCSCS may require a WorkSafe BC (WCB) Clearance Letter indicating that all WCB assessments have been paid. MCSCS will

require the successful proponent to carry WBC coverage for the duration of the life of the Agreement.

The Contractor shall ensure compliance on their part with the Workers' Compensation Act and any regulations there under, especially provisions of said Act or of regulations under said Act having to do with the prevention of accidents, the prevention of diseases and the provision of safe working conditions.

In any case where pursuant to the provisions of the Workers' Compensation Act, the Workers' Compensation Board orders the Contractor in respect of his operations under this Agreement, to cease operations because of failure to install or adopt safety devices or appliances directed by the order of the said Workers' Compensation Board (herein called the "Board"), or required under said Act or regulations there under or because said Board is of the opinion that conditions of immediate danger exist that would be likely to result in injury to any person, or because of lack of payment of an account due to the Board, MCSCS on twenty-four (24) hours written notice to the Contractor, may terminate the Contract.

10.2 GOVERNING REGULATIONS

The Contractor shall apply and pay for all necessary permits or licenses required for the execution of the Work. The Contractor shall give all necessary notices, pay for all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health. The Contractor shall be responsible for the safety of all workers and equipment on the project in accordance with all applicable safety legislation passed by Federal, Provincial and local authorities governing safety.

11.0 INSURANCE PROTECTION AND DAMAGE

11.1 GENERAL INSURANCE

The Contractor shall procure and maintain, at its own expense and cost, the insurance policies listed in Section 11.2, with limits no less than those shown in the respective items, unless in connection with the performance of some particular part of the Work or Services, MCSCS advises in writing that it has determined that the exposure to liability justifies less limits.

11.2 INSURANCE

As a minimum, the Contractor shall, without limiting its obligations or liabilities under any other contract with MCSCS, procure and maintain, at its own expense and cost, the following insurance policies:

Commercial General Liability Insurance

Providing for an inclusive limit of not less than **\$3,000,000** for each occurrence or accident; providing for all sums which the Contractor shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Work or Services or any operations

carried on in connection with this Contract; including coverage for Contractor's Protective liability, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability.

Cross Liability Coverage

Coverage must include a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgment made against any other Insured.

Coverage must remain in force for the life of the Project/Agreement and for a minimum of 18 months after substantial completion.

Professional Errors and Omissions Insurance

Coverage in the amount of **\$3,000,000** per occurrence and in the aggregate, and must remain in force for the life of the Project and for 18 months after substantial completion.

Automobile Liability Insurance

Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the Contractor directly or indirectly in the performance of the Work or Services. The Limit of Liability shall not be less than **\$2,000,000** inclusive, for loss or damage including bodily injury, death or third party property damage resulting from any one accident or occurrence.

11.3 MCSCS NAMED AS ADDITIONAL INSURED

The Commercial General Liability policy shall provide that MCSCS is named as an Additional Insured thereunder and that said policy will be primary without any right of contribution from any insurance otherwise maintained by MCSCS, with respect to claims arising out of the operations of the Contractor in any way related to the performance of the Works or Services.

11.4 CONTRACTOR'S SUBCONTRACTORS

The Contractor shall require each of its Subcontractors to provide comparable insurance to that set forth under Section 11.2 above.

11.5 CERTIFICATES OF INSURANCE

The Contractor agrees to submit Certificates of Insurance, for itself and for all of its Subcontractors to MCSCS prior to commencing the Work or providing the Services. Such Certificates shall provide that 30 days' written notice shall be given to MCSCS prior to any cancellations of any such policy or policies. The Contractor agrees to notify MCSCS of any material changes to such policy or policies.

11.6 OTHER INSURANCE

After reviewing the Contractor's Certificates of Insurance, MCSCS may require other insurance or alterations to any applicable insurance policies in force during the period of this Contract and will give notifications of such requirement.

11.7 ADDITIONAL INSURANCE

The Contractor may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to MCSCS. The Contractor shall ensure that all of its Subcontractors are informed of and comply with MCSCS's requirements.

11.8 INSURANCE COMPANIES

All insurance, which the Contractor is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of British Columbia.

11.9 FAILURE TO PROVIDE

If the Contractor fails to do all or anything which is required of it with regard to insurance, MCSCS may do all that is necessary to effect and maintain such insurance, and any monies expended by MCSCS shall be repayable by and recovered from the Contractor. The Contractor expressly authorizes MCSCS to deduct from any monies owing the Contractor, any monies owing by the Contractor to MCSCS.

11.10 NON-PAYMENT OF LOSSES

The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Contractor or any Subcontractor shall not be held to waive or release the Contractor or Sub-contractor from any of the provisions of the Insurance Requirements or this Contract, with respect to the liability of the Contractor and/or any Sub-contractor otherwise. Any insurance deductible maintained by the Contractor or any Subcontractor under any of the insurance policies is solely for their account and any such amount incurred by MCSCS will be recovered from the Contractor.

11.11 INDEMNITY

The Contractor shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by MCSCS, its elected officials, officers, employees and managers (collectively the Indemnitees) including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this Contract, excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the Indemnitees.

The Contractor shall defend, indemnify and hold harmless the Indemnitees from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of this contract, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnitees.

Schedule A – PROJECT DETAILS

Purpose

The Mission Community Skills Centre Society and its partners are seeking proposals from qualified individuals or firms to act as Project Manager and to deliver necessary leasehold improvements as set out in this RFP. The Fraser Valley Artisans Food Hub Concept (“the Centre”) will be located at 2570 Cyril Street, Abbotsford, BC. This regional initiative is being developed by The Mission Community Skills Centre Society and its partners. It is expected that the business will serve the needs of the entire Fraser Valley.

The project manager will serve as a **strategic** and **directional** resource to guide decision making towards the vision and provide oversight and implement the scope of work as defined within this RFP.

Background

The Mission Community Skills Centre Society is located in the Fraser Valley Region. A region of approximately 195,000 people, the Fraser Valley’s roots lie in being a resource based economy, including forestry, agriculture and tourism district that has recently transformed into a residential community. In recent years, Mission Community Skills Centre Society and its Partners have worked together to leverage the community’s assets in agriculture and accelerate growth and innovations within the agri-food value-add processing and agri-tech sectors. By commissioning an online needs analysis and web based resource mapping study for a Regional Food Hub and an Agri-foods Innovation Centre Concept in 2017, MCSCS and its partners identified areas of interest – to local businesses, entrepreneurs, growers, not-for-profits, government and industry – for the development of the Centre.

MCSCS requires a project manager to oversee and lead the implementation of the scope of work defined within this RFP. The RFP is based on a business plan which looked at the long-term future of the Center, internal operations and financial realities of the local marketplace including the food economy. The plan serves as a guiding document of the principles and direction of the Centre over the next five years with a goal of being financially self-sufficient. The plan considered and integrated findings from previous studies on the impact of agriculture in the regional economy, such as those listed in the coming pages.

Expected Outcomes

The Fraser Valley Artisans Food Hub business plan yield findings and recommendations that can be followed confidently year over year to achieve clear objectives identified through the crafting of the plan. In this regard, the plan identified the need to be flexible, allowing for change and updates over time, and be forward thinking to fully reflect the information at hand and knowledge we possess at this time. The plan was tailored to MCSCS and its partners and devoid of generic and non-essential material that does not serve to provide immediately relevant information. The plan demonstrated the Centre reduction in its reliance on government grants and progress to be fully financially viable after five years of operations.

MCSCS collaborated with proponents that bring passion, enthusiasm and expertise to bear regarding both technical aspects and public engagement where required. The higher purpose of the Centre is to help MCSCS and its partners become a hub for agri-innovation and value add incubation.

Scope of Work

The project scope of work will focus on (but not limited to) the following renovations, leasehold improvements, repairs, installations, fixtures or furnishings and as defined by the work plan outlining all relevant tasks and total estimated costs for each task as well as:

- Engineering Work – Consultants including all required Architectural, Structural, Mechanical, Electrical and Civil Work necessary to obtain a City of Abbotsford Business License to operate the Centre
- Upgrades to waterlines (from ¾" to 4")
- Upgrades to Electrical (600 amp 3-Phase Service)
- Upgrade to Street Frontage including installation of signage (awning), new west facing north end receiving doors, windows, security deterrents
- Line paint parking stalls and disability parking spaces
- Installation of signage (including private parking & shipping/receiving)
- Painting of exterior walls & adding of sealant (including the removal of all graffiti)
- Upgrades to an existing washroom facility to a disability access washroom
- Upgrades to electrical, HVAC, Heating, Plumbing, Demolition, Framing, Concrete, Drywall, Paint, Windows, Washroom, Telecommunication & Wi-Fi
- All costs associated with Fraser Health and the City of Abbotsford's Development and Building Permits, including but not limited to Signage Permits and Development Cost Charges
- Install of new Sprinkler System throughout the entirety of the building sufficient to meet the City of Abbotsford Fire Departments approval for occupancy
- All Project Management Fee Structure including a breakdown of all relevant tasks, meetings, milestones, and deliverables required to complete and bill leasehold improvements and associated timeframe and rate calculation per activity.
- Ongoing submission of product warranties, training, maintenance and safety manuals/receipts and service agreements associated with any and all leasehold improvements associated with this RFP

These tasks are exclusive of the purchase and installation of the "Kitchen and Equipment List" provided as an attachment to the RFP. The electrical, safety, water and etc. requirements/needs for the Kitchen and Equipment must be considered and included within the scope of work, including all necessary power and water leading up to the placement of such equipment as set out in the drawing and specifications of the equipment attached to the RFP.

1. Regional Capacity Building (Commercial Kitchen)

The Centre will offer capacity building supports and services (physical, virtual or combination) primarily to Small and Medium Enterprises to help launch and grow their agri-food businesses including exploring new food ideas, creating a positive "local" business climate in the region that will incubate entrepreneurship and job growth and by encouraging local food innovation. Capacity building focuses on developing and strengthening business skills of local entrepreneurs that will result in increased

competitiveness, while ensuring they can adapt to market trends and consumer preferences that may impact local growers and supply chain.

2. Food Hub - Community Linkage and Cooperation

The Centre will be a regional food hub including networking and business development opportunities across the local agri-foods supply chain. This will be accomplished through match-making services that will build synergies between businesses, entrepreneurs, industry, not-for-profits, academia and governments that will support new collaboration opportunities and will, in turn, result in increased competitiveness and access to traditional and new markets (Lower Mainland and domestic and export markets (specifically the Pacific Northwest). The Fraser Valley is strategically located as there are significant primary agri-food processors and growers within a 45 minute drive. The Centre has the ability to draw from surrounding region resources and assets to help grow a strong regional food network. Matching industry and business needs to regional expertise (consultants, researchers, academia, etc.) can also help identify market trends, technological innovations and job /skills training opportunities to help attract further investment into the region.

❖ *The Business Plan includes:*

- Clearly identifies the capacity of the Centre and its partners and stakeholders to effectively network and provide connections to appropriate services needed to support agri-food growth, improve distribution channel performance, marketing, finance and create collaboration/partnership opportunities to increase competitiveness.
- Identifies partners that will help build the most effective network, building on existing partnership and providing recommendations for other key regional/industry players that will improve the network to create full spectrum support.
- Attracts key industry players (i.e. community and private funding), the Business Plan demonstrates how the Centre's ability to generate a return-on-investment (ROI) through yielding new innovations, technologies, product lines and solutions by showcasing the regions current and potential capacity to be innovative in the agriculture and agri-tech sector. Examples of key network partners include industry specialist, academia, investment capital entities and business development consultants.
- Provides regional access to excess and donated local fresh and frozen food to local charities, non-profits and community agencies/businesses. The business plan has researched opportunities for regional community stakeholders to access the Regional Food Hub such that local commodities can be better promoted and consumed.

3. Fraser Valley Value Added Processing Centre (Food Innovation)

The Centre's ability to support value added processing opportunities is key to its development as a regional hub for innovation. A regional need exists for space and expertise in value added processing. Local community assets have been identified to provide support that is unavailable elsewhere in the region.

❖ *For the Business Plan:*

- Within a Regional Food Hub framework, the business plan identify the opportunities for freezing and cooling of local commodities such that they may be transformed into a finished product. The business plan identify revenue streams, including 4PL cold storage rental, pic pac and cross-dock services and other opportunities to help sustain the Food Hub operations financially.
- There is a need to supply expertise in areas of laboratory work including food safety, testing, product development, and drying and freezing. All of which need additional supports to determine the regional availability, demand and costs using a Shared Community Space.
- The design of an innovative Food Innovation Centre includes the ability to add a commercial kitchen, small scale commercial bakery, liquids including sauces, soups and beverages, mixing and bottling demonstrations and training facility (i.e., size of the space, specialized equipment and deployment of commercial options) is expected to be identified through thorough engagement with regional stakeholders /businesses /potential users.

Project Timelines

The anticipated key milestone dates for the project are:

RFP issuance: November 30, 2020
RFP closing: January 5, 2021 at 2:00 pm PST
Submissions review: January 19, 2021
Contract award: January 29, 2021

Initial Est. Project Start Date: February 1, 2021

Final Project Est. Completion: June 30, 2021

The proponent will be required to submit a proposed project timeline which includes dates for key milestones.

Projected Budget

- The maximum budget for the Project Management and Leasehold Improvements as defined within this RFP for the Fraser Valley Artisan's Food Hub is \$ 750,000 plus GST.

Schedule B



mission
communityskillscentre

2020-RFP-02 Fraser Valley Artisans Food Hub PROPOSAL SUBMISSION FORM

Complete and return this Proposal Submission Form
(Proposals will be received on or before **2:00 PM PST on Tuesday, January 5, 2021**)

PROPOSAL SUBMISSION INSTRUCTIONS

Two (2) printed originals and one (1) electronic copy in PDF format of a Proposal in an envelope plainly marked "2020-RFP-02 Fraser Valley Artisans Food Hub" may be hand delivered, couriered or mailed. Fax and/or e-mail submissions will NOT be accepted.

All submissions must be received prior to the closing date and time, to:

Mission Community Skills Centre Society
201 – 33123 1st Avenue
Mission, BC V2V 1G5
Attn: Stephen Evans, Executive Director

Submitted by: _____

Company or Consultant name

Address

City

Postal Code

Company Contact Name: _____ Phone #: _____

Company Contact e-mail address: _____

The Proponent confirms it has obtained and carefully examined all of the documents making up the Request for Proposal issued by the Mission Community Skills Centre Society and any addenda issued in connection therewith. The Proponent undertakes and agrees that:

1.0 EXECUTION OF CONTRACT

If the offer contained in this Proposal is accepted, upon being advised that the Contract is available, the Proponent will obtain the Contract and will execute and identify the Contract in a form and manner acceptable to the Mission Community Skills Centre Society and will deliver the same within 18 days from the time when the same are available or are delivered or mailed to the Proponent.

2.0 COMMENCEMENT, EXECUTION AND COMPLETION OF WORK

If awarded the contract, the Proponent shall supply these on the date set out in the Contract and shall complete the contract within the time specified in the Contract.

3.0 NO COLLUSION

Except as otherwise specified or as arising by reason of the provision of the Contract, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponent in connection with Proposals submitted for this project. The Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures, agreement or arrangements, express or implied, with any party in connection with the making of the proposal.

4.0 ACCEPTANCE OF PROPOSAL

The acceptance of the Proposal by MCSCS shall be made only by the notice in writing from the Corporate Officer of MCSCS, and will be addressed to the Successful Proponent at the address given in this Form of Proposal; and if the Proposal Documents are so worded, the Proposal may be accepted in either whole or in part.

5.0 FAILURE OR DEFAULT OF PROPONENT

If the Proponent for any reason whatsoever fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of this Proposal, MCSCS, at its option may consider the Proponent has abandoned the offer made or the contract if the offer has been accepted, whereupon the acceptance, if any, of MCSCS shall be null and void and MCSCS shall be free to select an alternate solution of its choosing.

Executed at _____, in the Province of BC this _____ day of _____, 2020
under the seal of the Proponent as a specialty instrument.

Note: If the Proponent is a Corporation, in addition to the signature, affix the corporate seal, if available. If a Natural Person makes the proposal, the Proponent must sign it with his/her name, title or clearly printed below the signature.

Name of Proponent (Please Print)

Mission Community Skills Centre Society
(Please Print)

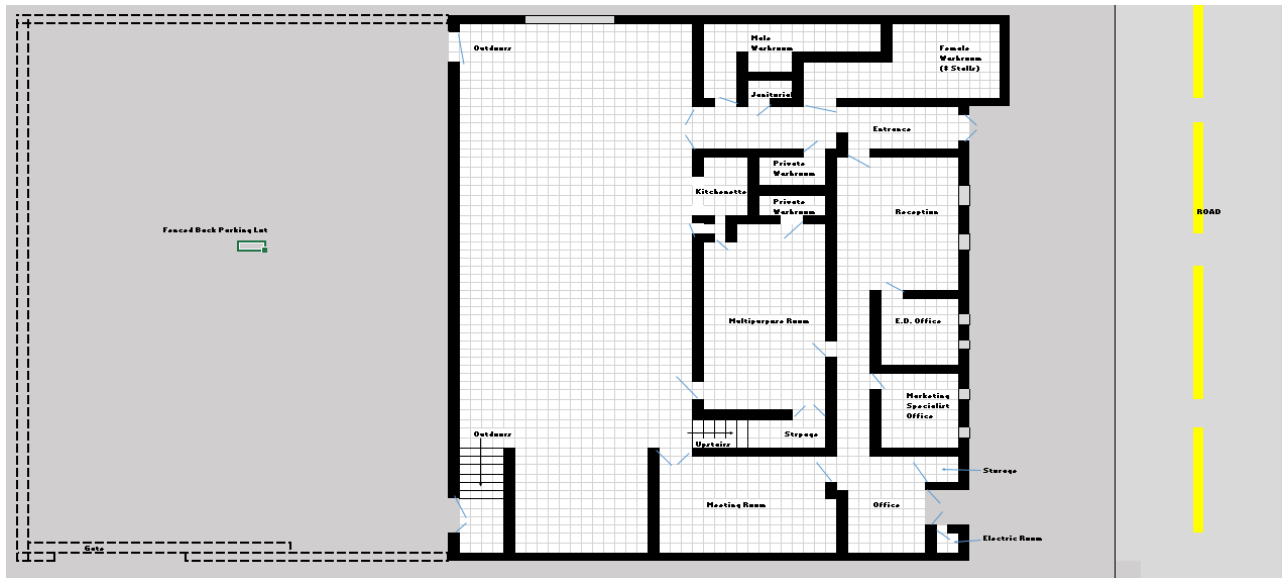
Name (Signature)

Name (Signature)

Witness Signature

Appendix A – Basic Concept Drawings

Before



After

