



M'AKOLA
DEVELOPMENT
SERVICES

Construction Management Services Request for Qualifications (“RFQ”)

Re: Sunshine Coast Community Services
Society “Building Together” Mixed Use
Residential/Community Services Building
at 5638 Inlet Avenue, Sechelt BC (the
“Project”)

Issued: **Monday June 28th, 2021**

Deadline for Questions: **Tuesday July 6th, 2021**

Submission Deadline: **Friday July 16th, 2021, at 2 p.m.**

SUMMARY OF KEY INFORMATION	
1. Client:	Sunshine Coast Community Services Society (the “Owner”)
2. Project Location:	5638 Inlet Avenue, Sechelt, British Columbia
3. RFQ Content:	<p>Please review this RFQ in its entirety. The RFQ contains several sections:</p> <ul style="list-style-type: none"> Definitions Introduction & Purpose Scope of Work Submission Requirements Evaluation Process Terms and Conditions
4. Deliver Submission to:	<p>Proposals are to be delivered electronically with the subject line: “Sunshine Coast Community Services Society “Building Together” Mixed Use Residential/Community Services Building at 5638 Inlet Avenue, Sechelt BC Construction Management RFQ Proposal”. Please address and submit all proposals to:</p> <p style="text-align: center;">Katy Fabris, RPP MCIP Senior Project Manager 107- 731 Station Avenue, Victoria BC, Canada V9B 5R5 Email: kfabris@makoladev.com</p> <p style="text-align: center;"><u>And copy to:</u> Rory Stever, MPlan Project Planner 107- 731 Station Avenue, Victoria BC, Canada V9B 5R5 Email: rstever@makoladev.com</p> <p>Please be advised that there is no obligation to proceed after the RFQ process.</p>
5. Closing Time:	The submission deadline is Friday July 16th, 2021, at 2 p.m. Late proposal submissions will not be accepted.
6. Questions:	<p>All questions related to this RFQ are to be directed, in writing, as follows:</p> <p style="text-align: center;">Katy Fabris, RPP MCIP Senior Project Manager 107- 731 Station Avenue, Victoria BC, Canada V9B 5R5 Email: kfabris@makoladev.com</p> <p>Information obtained from any other source is not official and should not be relied upon. Questions and responses may be recorded and may be</p>

	distributed to all Proponents as an addenda at the sole discretion of the Owner. Deadline for Questions: Tuesday July 6th, 2021
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DEFINITIONS

Throughout this RFQ, the selected terminology is used as follows:

TERM	DEFINITION
CONTRACT	The legally executed agreement between a proponent and the owner in the form of a CCDC5B 2010 construction management contract for services and construction subject to BC Housing supplementary general conditions.
DEVELOPMENT CONSULTANT	M'akola Development Services is the Development Consultant of the Owner.
OWNER	Sunshine Coast Community Services Society is the person or entity identified as such in this RFQ. The term owner means Sunshine Coast Community Services Society or Sunshine Coast Community Services Society's authorized agent or representative as designated in writing.
PROPONENT	The company and/or individual submitting a proposal under the terms and conditions of this RFQ.
PROPOSAL	The written response of a proponent to this RFQ.
REQUEST FOR PROPOSALS ("RFP")	An invitation to proponents to offer their goods and/or services for the purposes and requirements specified, upon successful participation in an RFQ.
REQUEST FOR QUALIFICATIONS ("RFQ")	An invitation to proponents to offer their experience, qualifications, and references to pre-qualify proponents to participate in a subsequent RFP.
SHALL, MANDATORY OR REQUIRED	A requirement that shall be met in an unaltered form for the RFQ response to receive consideration.
SHOULD OR DESIRABLE	A requirement having a significant degree of importance to the objectives of the RFQ.

1. INTRODUCTION & PURPOSE

- a. **Introduction:** The Development Consultant is seeking qualified Construction Managers, on behalf of the Owner, for the Project described more fully below (see 1.2.1).

The Development Consultant is a professional consulting firm with Indigenous roots that is committed to supporting vibrant, diverse communities in BC. The Development Consultant has 31 years of experience in housing research, planning, and development for its clients, and its services span the full development spectrum, from concept to community.

The Owner is Sunshine Coast Community Services Society (SCCSS) is a community based non-government organization providing services through over 35 programs all along the Sunshine Coast in four main areas: Child and Family Counselling, Child Development and Youth Services, Community Action & Engagement and Together Against Violence. SCCSS has a vision to provide affordable housing and community services together in one location where people can be engaged, active and supported in a warm and welcoming environment.

- b. **Purpose:** The purpose of this RFQ is to determine if there are qualified Construction Managers for the Project. This is a pre-qualification stage in the procurement process. Only those Proponents who successfully respond to the RFQ and meet the qualification criteria will be included in the subsequent RFP solicitation process, if any.

This two-staged approach is intended to help streamline the solicitation process, while providing an opportunity for interested Proponents to become familiar with the objectives of the development. All Proponents who submit a proposal that meets the requirements of the RFQ will be invited to submit for the RFP, if any.

The purpose of this two-staged solicitation process is to procure a **Construction Manager at Risk (CMAR)** for Pre-Construction Management Services of the first phase of development located at 5638 Inlet Avenue Sechelt, BC. It is anticipated that the form of contract will be a **CCDC5B 2010** ("the Contract") subject to BC Housing's Supplementary General Conditions ("SGCs"). The SGCs are non-negotiable terms and are updated on a semi-regular basis.



- c. **Project Description:** The 5638 Inlet Avenue project is in the pre-development phase. The vision for this development is to be a mixed-use building with SCCSS services as well as affordable housing for women and children. The proposed development would be approximately six storeys in height and provide approximately 30-35 units of affordable housing for women and children. This development will bring the majority of SCCSS

programs located in Sechelt to one main location. This will reduce barriers to service and increase opportunities for individuals and families, particularly for those with complex challenges, to access a variety of services in one location. In addition to housing, the proposed project would include programming, administration space, and a commercial kitchen on the ground floor for SCCSS. Preliminary designs for the Project are attached as Schedule "B" to this RFQ.

2. **Funding:** This is a publicly funded project, with the following list of funders (including additional stipulated conditions that may apply to the project):
 - i. BC Housing
 - BC Housing's Design Guidelines and Construction Standards will provide the standards and technical guidelines for this project. See BC Housing's website for most up-to-date *Design Guidelines* for this affordable housing project. Refer to section 5 for BC Housing design review process.
 - SGCs for **CCDC5B 2010** will apply. The SGCs are non-negotiable terms and are updated on a semi-regular basis.
 - ii. SCCSS has applied for numerous grants including but not limited to Gaming Grants, Infrastructure Canada Grant Funding and Accessibility Funding. As grant information is received and required, the society through development consultant will advise on any additional stipulations which may apply. The Society is seeking donations for the proposed development to assist in reducing the cost of this community facility.

3. **Site Description:**

Site Location: Lot 1 5657 Lamprey Ln. Sechelt

PID: 007-614-454

Legal Description: Lot 36, Block G, District Lots 303 and 304, Plan 15854

Site Location: Lot 2 5638 Inlet Avenue Sechelt, BC

PID: 029-743-567

Legal Description: Parcel A (being a consolidation of Lots 12 and 13, see (CA4913451) Block P Block 303 Group 1 New Westminster District Plan 14919

4. SCOPE OF WORK

- a. **Scope Description:** The scope of work will include, but is not limited, to the following services:
 - i. **Pre-Construction Phase:** Following a two-staged solicitation process, the Owner will select and engage a Construction Manager (CM) to provide construction management services and to obtain competitive subtrade bids for the Project. In addition to the work outlined in the BC Housing Construction Management Agreement, with respect to pre-construction services, the CM will:
 - Provide up to 4 costings (D, C, B, Tender/A);
 - Coordinate existing uses;
 - Attend bi-weekly project team meetings, monthly building committee meetings, monthly design meetings and other meetings as required;

- Provide comments on value engineering and cost saving options throughout the project;
 - Provide meaningful advice on design, constructability and timeframe.
- ii. **Construction Phase:** When the subtrade bids have been evaluated and accepted by the Owner construction will **most likely** be carried out using a **CCDC 5B 2010 Stipulated Price Contract**, as amended by BC Housing's Supplementary General Conditions (SGCs). At the Owner's discretion, the Manager will have the first opportunity to negotiate with the Owner to become the General Contractor for the Project.

5. SUBMISSION REQUIREMENTS

- a. **Proposal Submissions:** The submission requirements provided in this RFQ shall be followed by all Proponents.
- b. **Length of Submissions:** Proposals should be no longer than **10 pages**.
- c. **Submissions must include the following information:**
- i. **Letter of Introduction** signed by a person authorized to sign on behalf of the Proponent company, including a summary of the reasons the firm is qualified to provide construction management and general contractor services for the Project, as well as basic documentation about the Project.

Basic documentation about the Project means the Proponent's name and contact information (address, email and telephone number), the proposal title ("Sunshine Coast Community Services Society "Building Together" Mixed Use Residential/Community Services Building at 5638 Inlet Avenue, Sechelt BC Construction Management RFQ Proposal"), and the closing date and time for this RFQ.
 - ii. **CCDC 11:** Complete the CCDC 11 form attached as Schedule "A" to this RFQ. In the appropriate section, please highlight any similar and/or related projects (such as BC Housing or Indigenous Housing Projects).
 - iii. **BC Housing as Intended User Statement:** BC Housing has requested that all proposals include the following inclusion statement: "The attached proposal has been prepared for Sunshine Coast Community Services Society and for BC Housing Corporation as an intended user" in response to the Request for Qualifications regarding the development located at 5638 Inlet Avenue, Sechelt BC.
 - iv. **Statement of Values:** As SCCSS is a non-profit society serving the community, an understanding of the values and goals of the organizations which they may work with is important to the society. Please identify your community involvement initiatives, corporate values or any opportunities you see to provide additional value to the project.
- d. **Opening and Closing Dates:** Proposals may be submitted from the date this RFQ was issued until the submission deadline. Proposals must be received as set out by Friday July 16th, 2021 at 2 p.m. Proposals received after the closing date and time will not be accepted.
- e. **Submission Method:** All Proposals must be submitted electronically with the subject line "[Sunshine Coast Community Services Society "Building Together" Mixed Use Residential/Community Services Building at 5638 Inlet Avenue, Sechelt BC] Construction

Management Proposal” to: Katy Fabris RPP MCIP, Senior Project Manager, M’akola Development Services, kfabris@makoladev.com . All Proposals must be copied to Rory Stever, Project Planner, M’akola Development Services, rstever@makoladev.com.

- f. **Confirmation of Submission:** You will receive confirmation of your submission within 2 business days.
- g. **Questions:** All questions related to this RFQ, including any requests for information and clarification, are to be directed, in writing, to Katy Fabris, RPP MCIP Senior Project Manager, M’akola Development Services, kfabris@makoladev.com who will respond as time permits. The deadline for submitting questions is Tuesday July 6th, 2021 at 2:00 PM PST. Questions and any responses will be recorded and may be distributed via addendum, at the option of the Development Consultant, if the question requires an interpretation or modification of this RFQ.
- h. **Changes to Proposal Wording:** The Proponent shall not change the wording of their proposal after submission and no words or comments shall be added to the general conditions or details unless requested by the Owner for purposes of clarification.
- i. **Withdrawal and Resubmission:** A proposal may be withdrawn prior to the submission deadline with a written request sent via email to Katy Fabris RPP MCIP, Senior Project Manager, M’akola Development Services, kfabris@makoladev.com. A withdrawn proposal may be resubmitted so long as the resubmitted proposal is received before the submission deadline.

6. EVALUATION PROCESS

a. Success in RFQ Process:

The Proposals shall be checked against the mandatory criteria. Proposals not meeting all mandatory criteria will be rejected without further consideration. Proposals that do meet all the mandatory criteria will then be assessed and scored against the desirable criteria. Responses not meeting a minimum score of 5 or more out of 10 will not be considered further. Success in the RFQ stage means that the Proponent will be provided with a copy of the RFP, if one is issued. A comprehensive evaluation process will only occur during a subsequent RFP stage, if any.

b. Evaluation Matrix:

MANDATORY CRITERIA	RECEIVED IN FULL
LETTER OF INTRODUCTION	Y/N
CCDC 11	Y/N
BC HOUSING AS INTENDED USER STATEMENT	Y/N
QUALIFIED:	Y/N
DESIRABLE CRITERIA	SCORE
STATEMENT OF VALUES	UP TO 10

7. TERMS AND CONDITIONS

- a. **Cancellation:** The Development Consultant and the Owner reserve the right to cancel this RFQ at any time and to reissue it for any reason whatsoever without incurring any liability, and no Proponent will have any claim against the Development Consultant or the Owner as a consequence.
- b. **No Claim to Proceed:** Please be advised that there is no claim or obligation on the part of the Development Consultant or the Owner to proceed with an RFP after the RFQ process.
- c. **Proponent Bears Own Costs and Waive Liability:** Proponents are solely responsible for their own expenses in preparing a proposal. Neither the Development Consultant nor the Owner will be liable under any circumstances for any claim arising out of this procurement process, including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim. By submitting a proposal, the proponent waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profits or loss of opportunity or for any other claim, by reason of the Development Consultant's or the Owner's decision not to accept the proposal submitted by the Proponent, to enter into a contract with any other Proponent or to cancel this procurement process, and the proponent shall be deemed to have agreed to waive such right of claim.
- d. **Notification of Changes:** All recipients of this RFQ will be notified regarding any changes made to this document for purpose of clarification.
- e. **Subcontracting:** Utilizing a subcontractor (who must be clearly identified) to strengthen the prime Proponent's work and/or service is acceptable. This also includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility by being identified as the lead for the successful completion of the project.
- f. **Location Eligibility:** Local and non-local Proponents may be considered.
- g. **Conflict of Interest:** The Owner and Development Consultant may disqualify a proponent for any conduct, situation or circumstances, determined by the Owner and the Development Consultant, in its sole and absolute discretion, to constitute a conflict of interest or a perceived conflict of interest, or where there is evidence of collusion.
- h. **Acceptance of Terms:** All the terms and conditions of this RFQ are assumed to be accepted by the Proponent and incorporated in its RFQ response, except those conditions and provisions which are expressly excluded by the RFQ response.
- i. **Successful Submissions:** Success in this RFQ process should not be construed as a contract to purchase goods and/or services. The Development Consultant and the Owner shall not be obligated in any manner to any Proponent whatsoever until a written agreement has been duly executed relating to an approved RFP response, following the completion of the RFP phase of procurement. Proceeding to the RFP phase is not guaranteed, and will only occur at the sole discretion of the Development Consultant and the Owner.

- j. **RFP Phase:** By submission of a proposal, the Proponent agrees that, should its proposal be successful, the Proponent will receive an invitation to participate in the RFP phase of the procurement process, if any. Participation in the RFP phase of the procurement process shall be at the Proponent's sole discretion.
- k. **No Liability for Errors:** While the Owner and the Development Consultant, have used considerable efforts to ensure an accurate representation of information in this RFQ, all prospective Proponents are urged to conduct their own investigations into the material facts. Neither the Owner nor the Development Consultant, shall not be held liable or accountable for any error or omission in any part of this RFQ.
- l. **Indemnification:** The following clause shall take precedence over all such clauses contained in any document relating to this RFP as they pertain to Construction Managers:

Notwithstanding the provision of insurance coverage by the Owner, the Construction Manager hereby agrees to indemnify and save harmless the Owner, its successor(s), consultant(s), assign(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions and causes of action, (collectively referred to as "Claims") that the Owner may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Construction Manager or their Subconsultant(s), agent(s), or employee(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the Owner, its consultant(s), assign(s) and authorized representative(s).

- m. **Compliance with Laws:** The Proponent shall give all the notices and obtain all the licenses and permits required to perform the work. The Proponent shall comply with all the laws applicable to the work or the performance of the contract.
- n. **Confidentiality:** Information pertaining to the Owner obtained by the Proponent as a result of participation in this RFQ is confidential and must not be disclosed without written authorization from the Owner. Further, the contents of your proposal will not be released or divulged to any other Proponent(s), however, your proposal may be released to BC Housing or other funders upon their request. BC Housing is subject to FOIPPA.
- o. **Announcement & Access to Information:** This Project is subject to BC Housing terms and conditions. As such, there shall be no announcement of the work or the development without prior written consent by BC Housing, the Owner, and the Development Consultant.

8. LIST OF SCHEDULES

- a. Schedule A – CCDC 11 Form
- b. Schedule B – Preliminary Plans