CITY OF GRAND FORKS



REQUEST FOR PROPOSAL FOR THE LEASE OF 7212 RIVERSIDE DRIVE

Date of Issue: February 21, 2013

City of Grand Forks Designated Contact Person:

Wayne Kopan, Manager of Environmental and Building Construction Services City of Grand Forks Box 220, 7217 4th Street Grand Forks, BC VOH 1H0

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Background

The City owns numerous "properties in use" for operational purposes, parks, roads and community purposes. The City also owns properties that are being held for speculative (future considerations) purposes and surplus properties that may no longer be required by the City. Both properties in use and speculative properties are important community assets that can be used to achieve a variety of municipal objectives. Surplus properties can also be sold, leased or otherwise disposed of to create an important revenue source, yield new development, produce additional property tax revenues, facilitate creation of municipal assets and contribute to community development objectives.

The City staff administers all City real estate transactions and leases once approved by Council in the budgeting process or through a resolution. This work is administered through the Chief Administrative Officer and directed to the appropriate Manager. The City is in the process of developing a policy to guide the acquisition, disposition and leasing of City-owned land to maximize the financial returns and utilization of this resource to the benefit of the community.

Project Information

In order to enable Council to frame real estate decisions in the context of an overall real estate strategy, rather than as one-off considerations. Staff have identified seven (7) guiding principles for Council's consideration (these guiding principles will form part of the guideline criteria that the City will be using to evaluate this RFP):

1. City Policy Documents Considered First

At the highest level, the fundamental policy documents of the City will provide guidelines for the potential acquisition, disposition and leasing of City-owned lands. These documents include:

- The **Sustainable Community Plan**, which establishes long-range physical development goals and objectives and sets out municipal objectives on ensuring sustainability;
- The Long-Term Financial Strategy, which established long-range financial goals and objectives
- The **Five-Year Financial Plan**, which includes identification of capital expenditures and proposed revenue sources;
- The **Annual Report**, which sets out municipal objectives, establishes measures and reports on progress.
- The Corporate Strategic Plan, as adopted by Council in January of 2011, which outlines Council's initiatives
- The Community First agreement, which sets out municipal objectives in partnership with the Province of BC on strategically prioritizing Community and Economic development needs.

2. Open Process

The City, unless otherwise directed by Council, will publicly offer City-owned lands for sale or lease, through an Expression of Interest, Request for Proposal, or other public marketing efforts.

3. Revenue Generation and Job Creation

In order to maximize revenues and create more jobs, the City will:

- Sell or lease, whichever is most advantageous for the City, any lands that have been deemed surplus to the City's operational needs or have no broader community purpose.
- Lease any lands that are vacant but are being retained by the City for future operational needs
- Not hold vacant, City-owned lands for unreasonable periods of time.

4. Speculation/Development

The City will not pursue land or develop its own lands on a speculative basis. The municipality's purpose under the *Community Charter* is to provide for "stewardship of the public assets of the community". The City also does not possess the financial depth and staff resources to speculate on acquisitions or development.

5. Acquisitions Through Rezoning

The City will attempt to secure private lands of interest first through rezoning applications.

6. Secondary Benefits to Disposing

The City will also consider disposing of City-owned lands to create secondary benefits such as (1) catalyst to new development (2) attract a key industry (3) securing beneficial community services or facilities.

7. Support Community Groups

The City will continue to support community organizations by providing land at a nominal fee where possible.

Interested proponents must submit proposals marked "Request for Proposal – Lease of 7212 Riverside Drive, Confidential – Do Not Open", will be received by 2:00 PM, local time on or before March 14, 2013, at:

City of Grand Forks,
Box 220, 7217 4th St.
Grand Forks, BC V0H 1H0
Attention: Diane Heinrich, Corporate Officer

All inquiries shall be directed to:

Attention: Wayne Kopan, Manager of Environmental and Building Construction Services,

City of Grand Forks Box 220, 7217 4th St. Grand Forks, BC VOH 1H0

Phone: 250.442.4151 Fax: 250.442.8000

E-mail: wkopan@grandforks.ca

The City of Grand Forks reserves the right to accept or reject any and all proposals and to waive irregularities and informalities at its discretion. The City reserves the right to accept a proposal other than that with the highest evaluated score without stating reasons. By submitting a proposal, the proponent waives any right to contest, in any proceedings or action, the right of the City to accept or reject any proposal in its sole and unfettered discretion. Without limiting the generality of the foregoing, the City may consider any other factor besides capability to perform the work, in its sole and unfettered discretion.

This Request for Proposal does not commit the City to award a lease or pay any costs incurred in the preparation of a proposal, or attendance at an interview meeting with City staff.

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1.0 REQUEST FOR PROPOSAL (RFP)

1.1 **DEFINITIONS**

Throughout this Request for Proposal, terminology is used as follows:

- a) "Business" means the business activity, enterprise or service being proposed by the proponent to be conducted at the site, whether or not that business or service is conducted for profit;
- b) "Closing Date and Time" has the meaning set out in section 1.3.1 of this RFP;
- c) "City" means The Corporation of the City of Grand Forks;
- d) "Consultant" or "Consultants" mean those firms that the City has retained for professional technical consulting services relating to the design and construction of the project identified in this RFP;
- e) "Contract" means the written agreement resulting from this RFP executed by the City and the successful Proponent;
- f) "Lease" means a formal written lease agreement between the City and the successful proponent to undertake the business;
- g) "Must", "Mandatory", "Will" or "Required" means a requirement that must be met in order for a proposal to receive consideration;
- h) "Preferred Proponent" means the proponent selected by the City to enter into negotiations for a lease agreement;
- i) "Proposal" means a submission by a Proponent in response to this RFP;
- j) "RFP" or "Request for Proposals" means this request for proposals and includes all documents, specifications, drawings and addenda incorporated herein;
- k) "Should", "May" or "Desirable" means a requirement having a significant degree of importance to the objectives of the RFP;
- I) "Site" has the meaning as the property as stated in this RFP and as shown in Schedule C-1.

1.2 **ENQUIRIES**

All enquiries related to this RFP are to be directed, in writing, electronically, to the City of Grand Forks Designated Contact Person by **12:00 noon, local time, March 7, 2013**. Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and will be posted on BC BID and the City's website: www.city.grandforks.ca by 4:00 PM the next business day. Questions received after the inquiry deadline will not be answered.

1.3 CLOSING DATE

1.3.1 FINAL DATE AND TIME FOR RECEIPT OF SUBMISSIONS

Sealed submissions, clearly marked on the outside of the envelope with the words "Request for Proposal – Lease of 7212 Riverside Drive, Confidential – Do not Open", will be received BY, 2:00 PM, local time, March 14, 2013 to the attention of Diane Heinrich, Corporate Officer. Submissions will not be opened publicly.

Proposals will be binding for 90 days, unless otherwise specified, all formal proposals submitted shall be irrevocable for 90 calendar days following proposal opening date.

Submissions must not be submitted electronically by facsimile or email. Submissions and their envelopes should be clearly marked with the name and address of the Proponent and the program title.

1.3.2 CONTACTS DURING THE RFP PROCESS

The Designated Contact Person for the Corporation of the City of Grand Forks is the City's only representative authorized to communicate and otherwise deal with Proponents and all Proponents must communicate and otherwise deal with that person only. Contact with any other City representative, including Members of Council, officers or employees of the City regarding this RFP or a Proponent's submission may result in that proposal being removed from consideration for this and any future competitions.

In the case of a Proponent having a dispute with their submission being removed under this clause, a formal appeal letter must be presented to the Designated Contact Person within five working days of notice of removal, stating clearly the reason(s) that they feel that their submission should be reinstated. Under this process the Chief Administrative Officer, at his/her sole discretion, will make the final decision.

1.4 LATE SUBMISSIONS

Late submissions will not be accepted and will be returned, unopened, to the Proponent. No obligation to proceed.

1.5 NO OBLIGATION TO PROCEED

Although the City fully intends at this time to proceed through the RFP process, the City is under no obligation to complete the RFP process. The receipt by the City of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the City.

1.6 SUBSEQUENT INFORMATION

Proponents are advised that all subsequent information regarding this RFP including any addendum will be posted on BC BID and the City's website: www.city.grandforks.bc.ca. Notification will not automatically be sent to Proponents. It is the Proponent's sole responsibility to ensure all notifications, addenda and additional information is obtained. All addenda must be acknowledged in your submission on the Certification Document.

1.7 EXAMINATION AND INTERPRETATION OF DOCUMENTS

Each Proponent shall review all RFP documents and shall promptly report and request clarification of any discrepancies, deficiencies, or errors. Any such request must be submitted at least 5 working days prior to the Closing Date. Where such requests result in a change in the RFP, the City will prepare and issue an addendum to the RFP.

Request for clarification shall only be by written request, either couriered, hand delivered, email or faxed to the City' designated contact. All requests must be submitted in accordance with clause 1.2 herein.

1.8 EVALUATION COMMITTEE

Evaluation of proposals will be by a committee formed by the City.

1.9 EVALUATION AND SELECTION

The evaluation committee will check Proposals against the mandatory criteria. Proposals not meeting all mandatory criteria will be rejected without further consideration. Proposals that meet all the mandatory criteria will then be evaluated and scored against the desirable criteria. By responding to this RFP, Proponents will be deemed to have agreed that the decision of the evaluation team will be final and binding.

1.10 CERTIFICATION DOCUMENT

A completed Certification Document must be included with the Proposal. (See Schedule A).

1.11 AUTHORIZED SIGNATOR

The proposal must be signed by the person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in the RFP.

1.12 CHANGES TO PROPOSAL WORDING

The Proponent shall not change the wording of its proposal after closing and no words or comments will be added to the Proposal unless requested by the City for purposes of clarification.

1.13 PROPONENT EXPENSES

Proponents are solely responsible for their own expenses in preparing a proposal and for any subsequent negotiations with the City. The City 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.

1.14 ACCEPTANCE OF PROPOSALS

This RFP is not an agreement to lease City owned property. The City is not bound to enter into an agreement with any Proponent. Proposals will be evaluated using the mandatory and desirable criteria provided herein. The City will be under no obligation to receive further information, whether written or oral, from any Proponent.

1.15 DEFINITION OF LEASE AGREEMENT

Notice in writing to a Proponent that it has been identified as a successful Proponent will not constitute a lease agreement. Only if a Proponent and the City enter into a subsequent full written agreement will a Proponent acquire any legal or equitable rights or privileges relative to the property.

1.16 MODIFICATION OF TERMS

The City reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time without entering into an Agreement.

1.17 OWNERSHIP OF PROPOSALS

All documents, including Proposals, submitted to the City become the property of the City. They will be received and held in confidence by the City and will be subject to the provisions of the Freedom of Information and Protection of Privacy Act. For additional information, please go to:

http://www.cio.gov.bc.ca/services/privacy/Public Sector/Contracting/privacy protecion schedule/default.asp

1.18 CONFIDENTIALITY OF INFORMATION

All Proponents and any other person who through this RFP process gains access to confidential financial information of the City's 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 or subsequent RFP process. This requirement will continue with respect to such information learned by the successful Proponent, in any, over the course of any Contract for service which arises out of this RFP process.

Information pertaining to the City obtained by the Proponent as a result of participation in this process is confidential and must not be disclosed without written authorization from the City.

1.19 PROPONENTS' MEETING

A non-mandatory Proponent's meeting is scheduled at 7212 Riverside Drive at 1:00 pm, Friday, March 1, 2013.

1.20 INTERVIEWS WITH PROPONENTS

The City reserves the right to interview any or all Proponents, subsequent to submission of all proposals.

2.0 INSTRUCTIONS TO PROPONENTS

2.1 PURPOSE

The City of Grand Forks proposes to lease 7212 Riverside Drive as shown on the Site Plan, attached as Schedule C-1, and which is legally described as:

Parcel A (KE40086), Block 30, DL 108, SDYD, Plan 23

This RFP is directed to individuals and/or enterprises that are or who seek to be involved in local small to medium-sized businesses or non-profit organizations that require additional space to grow their operations. The City recognizes that local home based businesses, small business owners and non-profit organizations cannot afford the price of serviced commercial and light industrial lands. This RFP is intended to gather together a list of qualified local businesses or organizations interested in leasing space and growing their operations in the City. Preference will be given to those having a "green" or carbon imprint reducing component.

The City of Grand Forks reserves the right to accept or reject any and all proposals and to waive irregularities and informalities at its discretion. The City reserves the right to accept a proposal other than that with the highest evaluated score without stating reasons. By submitting a proposal, the proponent waives any right to contest, in any proceedings or action, the right of the City to accept or reject any proposal in its sole and unfettered discretion. Without limiting the generality of the foregoing, the City may consider any other factor besides capability to perform the work, in its sole and unfettered discretion.

THIS IS NOT A TENDER. Under the Community Charter, the City must not provide assistance to business.

This Request for Proposal does not commit the City to award a lease or pay any costs incurred in the preparation of a proposal, or attendance at an interview meeting with City staff.

2.2 BUILDING INFORMATION

The available facility is a one story building and is 4400 square feet. The building consists of three parts: the original concrete block wall constructed building with a flat roof, east lean to with wood frame walls installed between metal uprights supporting the roof beam and metal sheet siding with a low sloping roof and the south lean to structure with wood frame walls installed between metal uprights supporting the roof beam and metal sheet siding with a low sloping roof. There are four washrooms, two are in the main building and two are in the office portion of the building. (See Schedule C-2) All information is not confirmed and is the responsibility of the Proponent to confirm. The building currently borders two streets: Riverside Drive and 72nd Ave. The lease site is 0.329 of an acre in total (See Schedule C-3) and is zoned CC – Commercial Core. Prior to final occupancy, any prospective proponent will be obligated to assure that the facility meets current building standards for safety and related building code requirements. The costs related to any upgrades to the building are to be borne solely by the proponent.

2.3 REQUIREMENTS

- The successful proponent will be required to construct, under the supervision of the Building Inspector, its own leasehold improvements at its sole cost and all work must be in accordance with the current BC Building Code requirements.
- The successful proponent will accept all areas in "as is" condition.
- The successful proponent will be responsible to ensure all leasehold improvements to the premises are to the BC Building Code standards including but not limited to mechanical, electrical, sprinkler, garbage collection and repair of damage to any existing walls, etc.
- The successful proponent is responsible for all leasehold improvements and all other costs to constructing the premises.
- The final leasehold improvement plans will be submitted by the successful Proponent to the City for approval 10 days prior to the commencement of construction and such approval is not to be unreasonably withheld.
- All plans are to be designed and/or prior approved by the City's Engineer/Architect at the successful Proponent's cost.

- A schedule of the City's work and the Proponent's work will be attached in the Lease agreement.
- The Proponent is required to provide a plan of space layout/design and outline the level of finish of the premises with an established dollar value of the proposed leasehold improvements.
- Any Proponent signage visible from the exterior of the leased premises is subject to the City's approval and if permitted, must conform with the City's standard and the Sustainable Community Plan and be preapproved in writing by the City.
- All plans are to be designed by a registered professional at the successful Proponent's cost and approved by the Building Inspector and the City.
- Any structural improvements will be owned by the City and upon Lease expiry, will be owned by the City at no cost to the City.
- The Proponent will be required to register a blanket registered covenant on the subject property to ensure that the needs of the City are protected.

2.4 INDEMNITY/INSURANCE

Any work to be completed at the property by the Proponent under this RFP will remain at the Proponent's risk; and the Proponent will replace, at the Proponent's expense, all property damaged or destroyed by any case whatsoever.

Furthermore, the Proponent shall indemnify the City, including their elected and appointed members, officers, employees or other party for whom the City is responsible, from all liabilities, fines, suits, claims, demands actions and costs of any kind and nature for which the Proponent, its officers, employees and agents shall or may become liable or suffer by reason of any breach, violation or non-performance by the Proponent of any covenant, term or provision hereof or by reason of any death or injury of any person or any damage or destruction of any property resulting from any act, neglect or default on the part of the Proponent or any of its servants, employees, agents, invitees or licenses whatsoever, and whether or not caused by any negligent act, error or omission of the City or their officers or employees.

The Proponent shall maintain throughout the course of this Lease and during any renewals thereof, as a minimum, commercial general liability insurance providing not less than Two Million Dollars (\$2,000,000) inclusive coverage and shall add the City as additional insured and provide whatever information the City may require on the insurance that is available. This policy shall be issued by an insurer licensed to do business in the province of British Columbia and reasonably acceptable to the City. This policy shall include, but not be limited to, bodily and personal injury, property damage, non-owned automobile liability, cross liability, blanket contractual liability, Tenant's Legal Liability for an amount equal to the replacement cost of the demised premises (\$500,000 minimum) and 30 days' notice of cancellation to the insured and the City.

The Proponent shall also maintain throughout the course of the Lease a Professional Malpractice policy covering the Proponent and all other licensed employees with limits of at least \$2,000,000 per

occurrence. This policy shall be issued by an insurer licensed to do business in the province of British Columbia and reasonably acceptable to the City.

The City shall have the right, but not the obligation; to review either of the foregoing policies in any of its offices, but any such review by or on behalf of the City shall not mean that the terms of the Lease have been fulfilled.

Proponents who wish to enter the lands to conduct investigation will be required to execute a letter of indemnity that relieves the City of any liability.

2.5 DUE DILLIGENCE

Each Proponent must completely satisfy themselves as to the exact nature and existing conditions of the property. Failure to do so will not relieve the successful Proponent of their obligation to carry out the provisions of the Agreement of Lease resulting from this RFP.

Specific conditions will be negotiated with the successful Proponent and will be included in any agreement. Proponents should identify in their RFP submission any specific conditions they will be seeking and all proposals will be evaluated in respect to these items.

3.0 EVALUATION CRITERIA

3.1 EVALUATION PROCESS

Proposals will be checked against the mandatory criteria. Submissions not meeting all mandatory criteria will be rejected without further consideration. Submissions that do meet all the mandatory criteria will then be assessed and scored against the desirable criteria.

3.2 MANDATORY CRITERIA

The following are mandatory criteria. Proposals not clearly demonstrating that they meet all the mandatory criteria will receive no further consideration during the evaluation process.

Item	Mandatory Criteria		
a)	Proposal must be received at the closing location by the specified closing date and time.		
b)	Certification Document completed.		
c)	The correct number of copies of the proposal must be submitted.		

3.3 DESIRABLE CRITERIA

Proposals meeting the mandatory requirements will be further assessed against the proposal evaluation criteria as per the guiding principles, as outlined below, and as contained in Schedule B.

By responding to this RFP, Proponents will be deemed to have agreed that the decision of the evaluation team will be final and binding. It is the Proponent's responsibility to ensure that their submitted proposal addresses all evaluation criteria to receive full consideration.

4.0 PROPOSAL FORMAT

4.1 NUMBER OF COPIES

Five (5) bound copies of the Proposal must be submitted.

4.2 MAXIMUM PAGES

Proposals shall consist of a package of not more than 25 printed pages and using a minimum font size of 10. All pages are to be consecutively numbered.

4.3 FORMAT AND SEQUENCE

The following format and sequence must be followed in order to provide consistency in Proponent proposals and ensure each Proposal receives full consideration.

- Transmittal/Cover Letter (1 page)
- Table of Contents (1 page)
- Proponent's Certification Document: Signed by authorized company representative (1 page)
- Executive Summary (1 page)

The main body of the proposal must be organized under the following headings and not be more than 21 pages.

1. Understanding of 7212 Riverside Drive

- A brief statement to indicate the Proponent's understanding of the 7212 Riverside Drive lease requirements in accordance with the City's Sustainable Community Plan and Heritage Guidelines.
- Provide the goals and benefits of the lease to the community

2. Corporate Profile, Experience and Capability

Provide a brief overview of your agency, including:

- Mission, vision and values;
- A detailed explanation of how the business is "green" or has a reduced carbon imprint or footprint component;
- Total number of employees in your company;
- How long your company has been in existence;
- Relevant experience in operating locations of similar scope and complexity;
- Please comment on the business philosophies of your company and how these contribute to the overall success of your clients
- List your current Successful Operations and/or Partnerships

3. Provision of Services

Scope of Services

- Provide how the proponent would like to utilize the designated space and other areas on the property and on what terms and conditions.
- Outline the resources and personnel your company would provide to the facility.
- Describe the marketing strategies it would plan to implement for operating the business within the facility.
- Provide a business operating plan, including a revenue and expenses pro-forma along with financial statements.

4. Tenant Fit-Up

- Approach to quality management during construction and fit-up (timeline and name of construction company).
- Detailed work plan for completing all components of the scope of work in accordance with specified time lines.
- An estimate of the tenant-fit-up budget required for the designated space.

5. References

- Provide three professional references including a previous/current landlord, vendor or utility.
- Provide a letter of reference from a lending institution that insures that your company is in good financial standing.

6. Financial and Contract Terms

- Proposed Base Rent and expenses per square foot, per annum, for rentable area, net of leasehold improvement cost by Tenant (Tenant understands they will pay the Base Rent and the City will invoice bi-monthly for utilities consumed and sub metered within the premises).
- Term of lease and any renewal extensions, if desired.

SCHEDULE A

CERTIFICATION DOCUMENT

LEASE OF 7212 RIVERSIDE DRIVE

Certification:

We have carefully read and examined the RFP document and have conducted such other investigations as were prudent and reasonable in preparing this Proposal.

We certify that the statements made in this proposal are true and complete. These statements represent our proposal to the Corporation of the City of Grand Forks. We agree to be bound by statements and representations made in this proposal.

Print Company Name and Address:					
Print Name and Title of Authorized Signing Officers:_					
Signature of Authorized Signing Officer:					
Telephone Number:	Fax Number:				
E-mail address:					
Acknowledgement of Addenda We acknowledge receipt of the following addenda w	which become part of this RFP:				
ADDENDUM #					
ADDENDUM #					
ADDENDUM #					
Signed thisday of	, 2013.				

SCHEDULE B

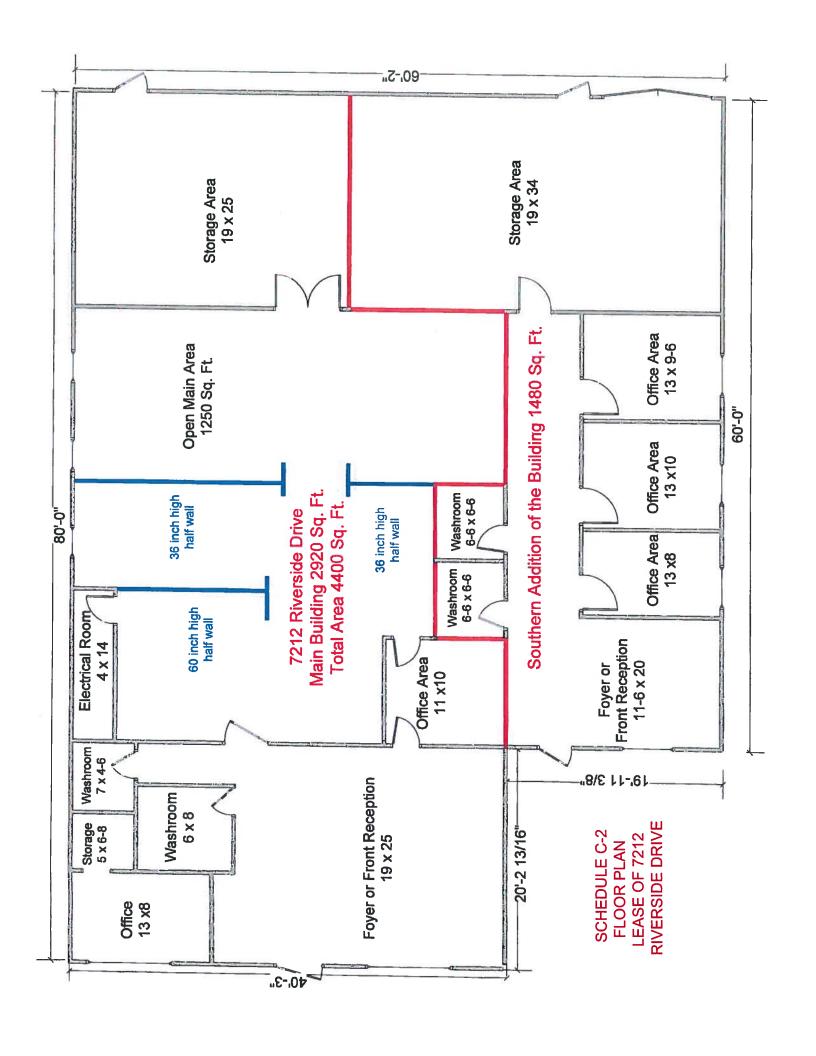
PROPOSAL EVALUATION CRITERIA

LEASE OF 7212 RIVERSIDE DRIVE

Criteria	Maximum Score
1. Guiding Principles	40
2. Understanding of Requirements and Objectives	10
3. Corporate Profile, Experience and Capability	5
4. Provision of Services	15
5. References	10
6. Financial/Lease or Disposal Terms/Offer	20
Total	100

SCHEDULE C-1 SITE PLAN LEASE OF 7212 RIVERSIDE DRIVE





SCHEDULE C-3 LEGAL PLAN LEASE OF 7212 RIVERSIDE DRIVE

