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City of Vancouver - FOI File # 2018-277

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LETTER OF QUALIFICATION

Date: February 25, 2016

TO: The Vancouver Affordable Housing Authority (the "Housing Agency")

**RE: REQUEST FOR QUALIFICATIONS – No. PSVAHA2016-01 (the "RFQ") IN RESPECT OF
SELECTING PARTNERS TO SUPPLY PREFABRICATED MODULAR HOUSING**

1. Being duly authorized to represent and act on behalf of Boxman Studios, LLC, a Charlotte, North Carolina company, the undersigned hereby submits the attached Response and supporting materials on behalf thereof.
2. Herein, the term "Respondent" refers to Boxman Studios, LLC
3. The Housing Agency and its representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this response, and to seek clarification from the Respondent's bankers and clients regarding any financial and experience issues, and to do all other things stated in the RFQ.
4. Capitalized terms used herein have the definitions ascribed thereto in the RFQ.
5. The Housing Agency and its representatives may contact the following persons for further information:
 - a) Michael Smith – Boxman Studios
 - b) Jonathan Sands – Boxman Studios
 - c) Logan Wyant – Boxman Studios
6. This response is made with the full understanding and agreement that :
 - (a) any information submitted during qualification may be subject to verification by the Housing Agency, including during evaluation of any subsequent proposal or tender;
 - (b) the Respondent will (and does hereby undertake to) submit a bona fide proposal or tender in relation to the subject matter of the RFQ (and consistent with this Response) if the Housing Agency invites the Respondent to participate in a request for proposals or invitation to tender;
 - (c) the Housing agency may:
 - (i) amend the scope and description of the goods and services to be procured under the RFQ or any subsequent request for proposals process, including the Site-Specific

- (ii) RFPs, varying them from those described herein, or amend the qualifications that may be required to meet those requirements;
- (iii) open this process to potential proponents other than the grouping of Pre-Qualified Respondents contemplated by the RFQ;
- (iv) determine which City-owned sites targeted for the installation of prefabricated modular housing will be subject to Site-Specific RFPs as contemplated by this RFQ and which may be subject to a separate procurement process;
- (v) reject or accept any or all Responses;
- (vi) cancel the RFQ process and reject all Responses;
- (vii) cancel the RFQ process and commence a new process in respect of the same request for proposals with the same or an amended set of documents, information or requirements;
- (viii) request that any Respondent to provide additional information, clarifications or goods samples or demonstrations, without requesting the same from all Respondents;
- (ix) terminate the RFQ process and enter into direct negotiations with any party whether or not a Respondent; or
- (x) at any time during the RFQ Term and for any reason whatsoever, including as a result of any review of the Housing Agency's Board, terminate the RFQ and cease restricting eligibility for Site-Specific RFPs to Pre-Qualified Respondents.

(d) neither the Housing Agency nor the City of Vancouver will not be liable in any way whatsoever for any actions described under 4(c) of this letter.

7. The Respondent confirms and warrants that the information disclosed in the section of its Response titled "Conflicts; Collusion; Lobbying" is a complete and accurate response to Section 7.0 of the RFQ.
8. The Respondent acknowledges and agrees that the RFQ Documents are, in no way whatsoever, an offer to enter into an agreement except on the limited terms and conditions expressly stated in this letter, and submission of this Response by the Respondent does not in any way whatsoever create any obligation on the part of the Housing Agency to treat the Respondent's or any other respondent's Response in any particular manner or undertake the Housing Agency's RFQ process

in any particular manner (except as expressly stated below in this letter with respect to confidentiality).

9. The Respondent acknowledges and agrees to the information disclaimers and other terms and conditions set forth in the RFQ.
10. Except only and to the extent that the Housing Agency is in breach of Section 11 of this letter, the Respondent now releases the Housing Agency, the City of Vancouver and their respective directors, officials, agents and employees from all liability for any costs, damages or losses incurred in connection with the RFQ, including any cost, damages or losses in connection with:
 - (a) any alleged (or judicially determined) breach by the Housing Agency or its directors, officials, agents or employees of any obligation or duty under the RFQ;
 - (b) any unintentional tort of the Housing Agency or its directors, officials, agents or employees occurring in the course of conducting the RFQ; or
 - (c) the manner in which the Housing Agency: reviews, considers, evaluates or negotiates any Response; addresses or fails to address any Response; or resolves to enter into any contract or not enter into any contract.
11. Subject to the applicable provisions of the Freedom of Information and Protection of Privacy Act (British Columbia) and the Housing Agency's right to publicly disclose information about or from any Response, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFQ, the Housing Agency will treat the Response (and the Housing Agency's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.
12. The Respondent acknowledges receipt of the following amendments and addenda (if applicable);

Amendment/Addendum No. [1]

Date: [Feb. 17, 2016]

13. Any dispute relating to the RFQ (except to the extent that the Housing Agency breaches Section 11 above) will be resolved by arbitration in accordance with the Commercial Arbitration Act (British Columbia), amended as follows:
 - (a) The arbitrator will be selected by the Housing Agency;
 - (b) Section 10 of this letter, and the other provisions hereof, will apply; and
 - (c) The Respondent will bear all costs of the arbitration.

14. The Respondent (a) has read, understands and agrees to the terms and conditions in this letter, (b) has had an opportunity to seek legal counsel and (c) affirms that the statements made in its Response are true and correct in every detail.

Respondent Name(s): Michael Smith, Boxman Studios, LLC; Jonathan Sands, Boxman Studios, LLC

Signature: _____ Date: Feb. 26, 2016

Name of Signatory: David M. Campbell

Title of Signatory: Chief Executive Officer

Mailing Address: 3601 Woodpark Boulevard

Charlotte, North Carolina 28206

Telephone No.: (704) 333-3733 ext. 215

Fax No.: (704) 716-2172

Key Contact Person: Michael Smith (713) 825-0971 (cell)

E-mail: msmith@boxmanstudios.com

GST Registration No.: _____

Date and Jurisdiction
of Incorporation: 2009 – North Carolina

City of Vancouver _____

WorkSafeBC Registration _____

Business License No.
(or, if available, Metro West Inter-Municipal Business License No.):

(U.S. Federal Tax ID #)

No.: 27-0764417

STATEMENT OF QUALIFICATIONS

RFQ No. PSVAHA2016-01

CLOSING TIME: 26 Feb, 1 p.m. (Pacific Time)

Submitted by:

Boxman Studios, LLC
3601 Woodpark Boulevard
Charlotte, NC USA 28206

Phone: (704) 333-3733 (ext # 215 – Michael Smith; ext # 203 – Jonathan Sands)
Fax # (704) 716-2172

Contact Person(s):

Michael Smith – Vice President, Manufacturing & Operations
msmith@boxmanstudios.com
Jonathan Sands – Business Development
jsands@boxmanstudios.com
David M. Campbell – Chief Executive Officer
dcampbell@boxmanstudios.com
Logan Wyant – Vice President, Business Affairs; In-House Legal Counsel
lwyant@boxmanstudios.com

Consideration Requested:

Both Project Types 1 and 2

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SECTION I

Opening Letter

CUSTOMER : Vancouver Affordable Housing Agency – C/O: City of Vancouver, B.C.
PROJECT : Phase 1 and Phase 2 Affordable Housing Project – Modular Container Homes
PROJECT # : PSVAHA2016-01
EQUIPMENT : Multi-Container Prefabricated Housing System
DATE : February 26, 2016

For the Attention of Jim Lowood:

On behalf of Boxman Studios, we are pleased to present to Vancouver Affordable Housing Agency the enclosed response for the design, engineering, manufacturing, supply, delivery and installation of the Phase 1 and Phase 2 Prefabricated Modular Housing System and associated equipment and site work for the complete install.

Boxman Studios has developed an agile, flexible and innovative solutions-based approach for container and modular systems that allow housing construction and customer immersion experiences to come online faster than ever before while decreasing installation time, increasing operational safety and reliability.

Boxman Studios is able to offer an innovative, cost effective, and technically superior product at the forefront of the construction and modular products industry, which includes modular & prefabricated housing.

We look forward to receiving your further positive communications and the opportunity to become an official Respondent to future Site-Specific RFPs.

Regards,



David M. Campbell
Chief Executive Officer
Boxman Studios

SECTION II – Qualification Criteria

II.1 - Ref. Schedule 1 - Description of Products and Services

Boxman Studios acknowledges and understands that the Vancouver Affordable Housing Agency seeks Responses from Respondents who have expertise in the construction, supply, delivery and installation of modular housing.

Boxman Studios shall address herein its expertise in the following:

- Construction of modular housing units;
- Ability to access modular housing units in a timely manner and possibly enable early delivery of units;
- Ability to transport housing units;
- Ability to install modular units;
- Previous community engagement and any plan to support training and opportunities for people on low incomes, local businesses, and local labor
- Financing abilities

Construction of Modular Housing Units:

Boxman Studios has built numerous iterations of housing unit prototypes – and is well positioned to go into mass production with the existing 60,000 sf manufacturing facility, R&D collected, engineering in place, materials in inventory, logistics-ready, and human resources in place.

Our current housing unit prototype is a 40-foot X 8-foot re-purposed shipping container with two 20-foot subsections within – each with bedroom, living room/couch/TV, and washroom consisting of shower, toilet, and sink. The prototype double unit has a full size bed in one - while the adjacent unit has twin beds.

Our operations department has more than 40 years of institutional experience in the construction and delivery of modular prefabricated housing and has even written an industry-respected, high-selling book on the subject.

Ability to Access Modular Housing Units in a Timely Manner and Possibly Enable Early Delivery of Units:

Boxman Studios has more than adequate staff to design, develop and deploy a mass replicable build of modular prefabricated housing units and is adept in keeping within prescribed timelines for delivery. Early delivery is always a possibility given adequate lead time of the change of schedule. We take pride in serving our clients with on-time delivery.

Ability to Transport Housing Units:

Boxman Studios has an internal well-versed, experienced, and managed transportation and logistics department with Boxman-owned OTR semi tractor vehicles and flatbeds. We also have strong relationships with rail, sea, and outside OTR companies to ensure on-time and cost-effective delivery.

Ability to Install Modular Units:

A hallmark of Boxman Studios is our site management and logistics areas. Once transported and delivered we place on the ground adequate staff to bring the project online, achieve local certifications and required stamps, and test before turning keys over to the client with complete satisfaction.

Previous Community Engagement and any Plan to Support Training and Opportunities for People on Low Incomes, Local Businesses, and Local Labor:

Boxman Studios would welcome the incorporation of on the ground (site) laborers provided they meet minimum qualifications of the labor required. Boxman Studios will endeavor to support Vancouver-based local businesses when the time comes for site work and placement of housing units. The company prides itself on community involvement with local charities in the Charlotte, NC area – in particular in 2015 our supporting the Susan G. Komen Foundation with pop up retail shipping containers for local Race for the Cure events.

Financing Abilities:

Boxman Studios is willing to discuss any financial arrangements or scenarios as VAHA brings forth.

II.2 - Ref. Schedule 1 - Evaluation Criteria

Boxman Studios acknowledges and understands it will be evaluated for its expertise on the following:

- Financial capability
 - Proven track record substantiated by recent and relevant client references
 - Knowledge of marketplace
 - Approach and methodology, including how the Respondent would enable early delivery of the units
 - Qualifications and relevant experience of the Respondent's key personnel in the project team, including the project manager, design team, quality manager, code consultant (required)
 - Experience with supply, construction, installation of prefabricated modular units
 - Capacity to produce large production runs of prefabricated modular units
 - Financing ability (as per 1.3 Scope of Work, lease to own may be required by the Housing Agency)
-

Financial Capability:

Boxman Studios is a fiscally strong company with minimal debt and is well positioned to go into production of replicable units should it become a winning bid.

Proven Track Record Substantiated by Recent and Relevant Client References:

Clients have typically approached Boxman Studios due to reputation, word of mouth, and web search for the preeminent company to present a solution for their need. Boxman has historically not had an outbound sales and marketing department until 2015. Our clients who have trusted us include but are not limited to Google, BMW, Red Bull, Zaxby's, Clairol, Budweiser, Ford, Nike, FritoLay, **Holiday Inn**, and Hyundai.

Of interest to VAHA, our **Holiday Inn** build in 2015, as noted above – constructed for a trade show / hotel industry conference – was 100 percent replicated to the new HI hotel room configuration from furniture, to bathroom to main living area.

Knowledge of Marketplace:

Boxman Studios' marketing department stays on the cutting edge of knowledge of industry trends, news, marketplace developments, and of course our competitors throughout the nation and world. We routinely attend trade shows and conferences of varying industries to ensure Boxman Studios remains top of mind for any company looking to take a new direction in housing or marketing – with a sustainable if not ingenious and disruptive approach going the "Boxman Way."

Approach and Methodology, Including How the Respondent Would Enable Early Delivery of the Units:

Boxman Studios is rarely faced with the prospect of an emergency early delivery. We try to manage this early in the project management process with well thought through expectations management of our clients. We would address the prospect of an early delivery on a case by case basis.

Qualifications and Relevant Experience of the Respondent's Key Personnel in the Project Team, Including the Project manager, Design Team, Quality Manager, Code Consultant (required):

Two senior members of the Boxman Studios Operations Department have *more than 40 years institutional experience* in the design, build, and delivery of prefabricated modular housing. Michael Smith and Keith Reynolds' bios are in Section IV.2. They lead this division and will be the overseers of the VAHA projects Type 1 and Type 2.

Experience with Supply, Construction, Installation of Prefabricated Modular Units :

Since 2009 Boxman Studios has delivered / supplied more than 200 major project builds utilizing modular prefabricated or hyper-engineered units. Many of these also required logistics and activation on site for multiple days or involved a multi-month tour from city to city. This includes design, engineering, cost estimation, and hand-held project management to the logistics phase. In house experience includes: the design, construction, transport and installation of custom modular homes ranging from 700 – +5,000 sq. ft., \$22 Million barracks project for Ft. Bliss, and \$21 Million condo project in Dillion, Colorado. Please see bios for Michael Smith and Keith Reynolds' experience in installation of prefabricated housing for further reference.

Capacity to produce large production runs of prefabricated modular units:

Boxman Studios has a 60,000 square foot manufacturing facility and can handle multiple projects at one time. We are very well positioned to address production and delivery of a large production run and have the capacity to move to rotating shifts and plant expansion should the need arise.

Financing ability (as per 1.3 Scope of Work, lease to own may be required by the Housing Agency):

Boxman Studios is willing to discuss any financing options VAHA and work toward a mutually agreeable financing arrangement whether straight buy or a lease to own scenario.

SECTION III

CORPORATE EXPERIENCE - Ref. Schedule 3, 2(c)

III.1 Describe the Type of Entity (for example, individual, corporation, partnership, sole proprietorship) and if a Joint Venture, clearly State this and State Who the Joint Venture Parties are and Identify Who is Acting as the Lead

Boxman Studios ("Respondent") is a Limited Liability Corporation with corporate headquarters and manufacturing plant located at 3601 Woodpark Boulevard in Charlotte, North Carolina, USA.

Under RFQ No. PSVAHA2016-01 (this project) Michael Smith will act as lead for all design, development and manufacturing; while Jonathan Sands and Logan Wyant will be the lead for all business and transactional elements (contracts, legal affairs, document submissions, etc.).

No joint venture is contemplated.

III.2 Describe the Company/Entity Size, Depth, and Annual Sales Volumes (in dollars)

Boxman Studios designs, develops, and deploys turnkey shipping container and purpose-built structure solutions to create a space for you to do what you do best. Our team is setting new standards for the experiential marketing, advertising, food service, financial, retail industries, and housing/residential. When you choose to work with Boxman Studios you're not only receiving the cost benefits from in-house engineering, fabrication and transportation resources, you're working with industry leaders who meet deadlines, budgets, exceed expectations, and create spaces that engineer authentic, functional, and affordable solutions to our customers' needs.

Boxman Studios sparingly outsources and anticipates this project will be completed under one roof from design and engineering to cost estimation to manufacturing and delivery/deploy/site work.

For 2016 Boxman Studios projects \$12.5 million in sales revenue – up from nearly \$6.7 million in 2015. In 2015 the company delivered 41 completed contracted projects consisting of 86 TEUs (twenty foot equivalents) - originating from more than 1,800 inbound customer inquiries via inbound phone or web inquiry. The 41 projects also brought 41 logistics contracts.

III.3 Client References

Compass Group

Glenn Bradley
Strategic Project Manager, Retail Innovation
Glenn.bradley@compass-usa.com
(404) 358-5476

WITS' End Productions

Michelle Mulcahey
Senior Producer
Mmulcahey@witsendproductions.com
(678) 677-1233

SunFed Produce

Bret Burdsal
Director of Marketing
Bburdsal@sunfed.net
(520) 761-6808

“The people at Boxman are super great to work with and bent over backwards to make sure every detail was taken care of. We couldn’t be happier.” - Natalie Popkin, BMW of North America

“Boxman Studios has been fantastic to work with. Everything from structural customization to the logistics of delivery, setup, and transportation of the Cover girl box have been great.”
- Chappel McCollister, G7 Marketing

“Boxman Studios built an innovative structure for our client that provided a ‘luxury’ look and feel for our space. They went above and beyond from the very beginning.” - Lolly Holland, Turner Broadcasting

III.4 Provide a History of Litigation or Claims Made Against the Respondent During the Three Years Immediately Prior to the Closing Time

There has been no litigation brought forth against Boxman Studios in the three years prior to Closing Time (Feb. 26, 2016).

SECTION IV

CORPORATE CAPABILITY - Ref. Schedule 3, 2(d)

IV.1 Describe the Respondent's Capability (financial, experience and workload capacity) to Undertake the Roles and Responsibilities Described in this RFQ

IV.1.1 BOXMAN PRODUCTION METHODOLOGY, TECHNICAL AND DESIGN APPROACH

General Comments:

Boxman Studios is financially capable to execute all aspects of the Phase 1 or Phase 2 Vancouver Affordable Housing Agency project. Boxman has experience building projects in the \$1 million and greater invoice amounts.

Boxman Studios' workload and portfolio capacity encompasses a wide range of products which includes rentals, refurbished units, and purpose-built structures. While the core conceptual executions involve the utilization of shipping containers or "container-type" construction; most applications necessitate a high content of specialized and innovative engineering to bring a client's vision to reality. While the execution of this product type may sound daunting, Boxman Studios is able to easily maneuver through the potential quagmire of unknowns and associated challenges by incorporating its unique system and signature methodology of ***Design, Develop, and Deploy***.

Boxman Studios' utilizes a combination of manual systems and software packages for design, sales tracking, engineering, materials control, and operations. Systems integration is accomplished using a combination of automated data exchange between some packages while others require manual intervention. Systems are relationally dependent to maintain execution continuity and drive data movement, updates and progress forward. In conjunction with our systems; we utilize a modified hybrid production model of a "***Job Shop***" and "***Flow Shop***" to extract the greatest efficiencies while maximizing resource utilization.

IV.1.2 Construction Approach Comparable: Modular vs. Stick-Built

The Boxman Studios Advantage:

Appearance:

Aesthetically, Boxman Studios' product is versatile and flexible, and can be constructed to have the appearance of a modular unit, traditional stick build construction, or a combination of both. Our units

can be constructed utilizing different methods in order to suit our client's purpose and need. De-commissioned (used) shipping containers can be modified and structurally reinforced, or purpose built structures (building units ourselves and to specific specifications) can be constructed. A purpose built unit can be utilized as a semi-permanent to permanent structure and have the same appearance as a traditional stick building.

Time To Market; Construction Time and Duration:

Through the utilization of Boxman Studios' product, build timeframes and speed to being fully operational on site can be truncated by 30%-50% compared to traditional stick built construction.

Units can be built to the necessary Vancouver or Canadian building codes and with the same (if not better) quality without sacrificing build times. This is made possible with the utilization of Boxman's modular construction process that allows for floors, walls, ceilings, electrical, and plumbing to be installed simultaneously. If any design changes occur to the units, Boxman's in-house engineering and design team can make the requisite changes immediately without down-time in construction.

This is a stark contrast to traditional stick built construction where each component of a building must be completed in order and not set until other components are finished. If any design changes occur during a traditional stick build, construction comes to a halt until such changes are made and dispersed. This can take days, sometimes weeks, which results in lost construction time.

Site development and foundations may occur on site at the same time that Boxman's units are being constructed in its factory. Since units are being constructed in Boxman's factory, weather has no impact on the build schedule, and build materials are kept secure and in good condition in a controlled climate facility. Not only does this result in time saved, but it also results in money savings of stagnant labor and spoiled/stolen materials.

Quality:

When utilizing Boxman Studios' product, the client is provided with an assurance in quality and consistency. Through the use of Six Sigma, lean manufacturing processes, and a quality control and assurance program, Boxman Studios has measures in place to ensure a quality product is produced. Our quality control and assurance program is utilized before, during, and after a build to prevent, quickly identify, and immediately rectify any action or material that is in non-conformance with the build of a unit.

Boxman Studios' staff and production team is highly skilled, trained, and specialized through advanced degrees, certifications, and modular construction experience that each stage in Boxman's process a client will receive a quality product and interaction. Boxman Studios' staff is also all in house

with minimal subcontractors being used. If any subcontractors are used, they are brought into Boxman's facility, put through Boxman's quality control and assurance program, and their work is performed under Boxman Studios' supervision in its facility. This is different from traditional stick built construction in that quality may be sacrificed because several different subcontractors are working on a project and operating of different standards and definitions of quality.

To ensure further quality and consistency in communication, Boxman Studios maintains as minimal points of contact on a project as possible to prevent miscommunication and confusion. Boxman's project managers act as the client's main point of contact on a project and our project managers coordinate and communicate with all third party vendors and internal teams. This can be different from the typical stick built construction where there may be multiple points of contact on a project and the coordination of onsite activities may be run through many points of contact, which increases miscommunication.

Versatility and Mobility.

Boxman Studios' units are built under the mindset that we as people are migratory. With that said, when building our units we take into consideration that there may be a need to move them at some point (even if they are permanent structures). Boxman's units are built to be mobile and moved easily without sacrificing the unit's structural integrity, finishes (internally and externally), and equipment. The methodology and build process takes into account quality, cost and savings, logistics, and versatility. Rather than having to build a new traditional stick built building, units can be moved from one site to another, which saves money is labor, time, materials, etc.

Tax Benefits.

By utilizing Boxman Studios' product, our clients have the opportunity to receive tax benefits. Based on United States' IRS Publication 946, container structures are categorized as 7-year tax life property. Specifically, the code states, "Any property that does not have a class life and has not been designated by law as being in any other class." This means that modular units are not called out in the IRS Publication 946, therefore it defaults to a 7 year property, which allows you depreciate the units over a 7 year tax life. Commercial traditional stick built construction in IRS Publication 4562 is classified as nonresidential real property, which has a depreciation period of 39 years.

IV.1.3 BOXMAN STUDIOS EXECUTION PHILOSOPHY & APPROACH: DESIGN, DEVELOP, & DEPLOY

Boxman Studios designs, develops, and deploys turnkey shipping container and purpose built structure solutions to create a space for you to do what you do best. Our team is setting new standards for the experiential marketing, advertising, food service, financial, and retail industries. Boxman Studios is able to bring a client's vision into reality thru our unique system and signature methodology of ***Design, Develop, and Deploy***.

DESIGN

Our job is to translate your vision into a customized structure that maintains the highest safety standards, moves easily from our facility to sites across the state or the country, fits your budget, and delivers a unique and immersive brand experience to your clientele.

Boxman Studios has an in-house design and engineering team that helps bring your idea to life. Using multiple 3D rendering and engineering software, you'll work with our team to plan every meticulous detail of your project.

Our design process is highly efficient and built to conform to your specific needs through the application of state modular certifications and stamped engineered drawings. We apply these practices in order to ensure your project is properly built and engineered to specifications such as wind load and structural integrity. Since our design and engineering team is in-house, it functions as an important element for the development process to ensure cost efficiency and overall consistency.

DEVELOP

We work to minimize time consuming changes with a comprehensive design process that helps clients fully realize their vision before any development gets underway. Boxman Studios' manufacturing and operations team is comprised of experienced fabricators, welders, carpenters, painters, electricians, estimators, and project managers.

Our fabrication facility is equipped with the latest tools and technology needed to ensure our highly-skilled craftsmen get the job done right and on time.

Our manufacturing team works to ASME specifications, utilizes Six Sigma, lean manufacturing processes, and has created a true production line and assembly process. With quality workmanship and commitment to safety, Boxman's manufacturing and operations standard leads to world class modular environments that leave an impact on your clientele.

DEPLOYMENT

Working hand-in-hand with municipalities throughout the world means we know how to execute permitting, transportation, and logistics processes efficiently and effectively. Our logistics experts handle everything including route mapping, driving, crane rentals, and setting up units on site. In addition, Boxman Studios owns and operates its own fleet of trucks and trailers. These services are all part of our commitment to providing our clients with a completely turnkey solution.

IV.1.4 DESIGN, DEVELOP, AND DEPLOYMENT EXECUTION

Design in Action

Ideas to Drawings. Concept to CAD. Scale to Production. Engineering to Execution. Our Boxman Studios Design Services team engages our clients with a holistic approach to design/build programming. Defining how these structures will serve a purpose is as important as where the welds hit the metal. Our mission with each project is to determine the optimal path to success utilizing best practices, talented designers and engineers, and thoughtful application to execute on a game plan.

- Conceptual Renderings
- Structural Engineering
- MEP Analysis and Engineering
- Architectural Life Safety Plans and compliance based on geographic consideration
- Engineered Stamped drawings by state

Develop in Action

Quality and experience in modular manufacturing matters. Boxman Studios is all about quality from the first sketch to the doors opening for customers. Our lean building process is based on constant improvement in quality, efficiency, and speed to market. From an ETO structure built with a specific consumer experience in mind to a multi-unit/multi-site national roll out, our process will produce a safe, sound, and solid structure that will stand up to code review and customer engagement. As sturdy as you need to be.

- Lean Process
- Full Fabrication and Electrical
- Welding and Plumbing
- ETO/MTO programming

- 3rd Party Review
- MEP Certification and Stamping
- Certified Modular Builder Status
- Life Safety Architectural Review and Compliance

Deploy in Action

Built to Move. Boxman Studios is built on the foundation that human are a migratory species. The main overriding principle to our business is that our structures can and will move. Within our design and develop disciplines every consideration is funneled through an understanding of short term/long term mobility.

- Full Service Logistics Services
- Loading and Offloading Capabilities
- Federal DOT Compliance
- Driver training and CDL certification
- Fork lift certifications and ongoing training
- Expertise in site evaluations and planning



HOW BOXMAN STUDIOS STACKS UP

Versatile

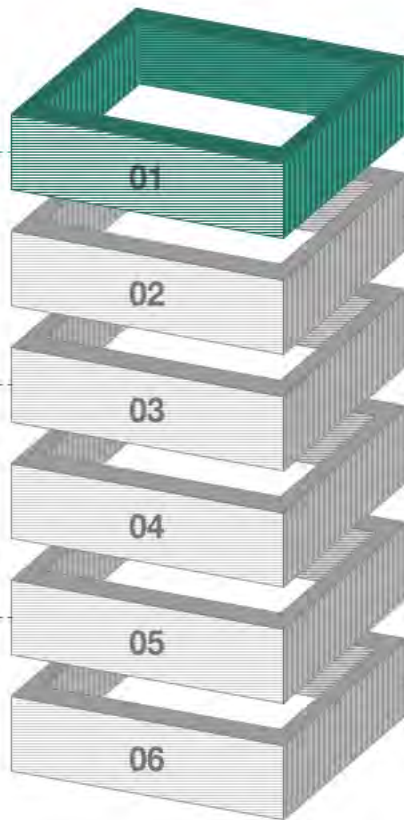
A literal building block, containers offer **endless design potential**. Not to mention our fabricators can build just about anything

Functional

Self-contained, we can transform a 20-foot container into **500 sq ft of awesome** in just minutes.

Adaptable

Like your growing brand, our environments are **built to adapt** and can quickly be redesigned and refurbished.



Mobile

Built to move around the world, we can take your space **anywhere, anytime**.

Lasting

A container regularly sees over **20 years in service**, let 's see a tent pull that off.

Safe

ASME certification, third-party inspections, municipal permitting. You can be sure that our environments are **as safe as can be**.

IV.2 Resumes of Proposed Key Personnel

David Campbell **CEO & Founder**

In 2008, during America's real estate downturn, Campbell created Boxman Studios. The brainchild of Campbell having the notion to use shipping containers as a way to create mobile spaces. With \$800 and a bright idea, he bought a decommissioned container, and the dream of becoming the first company in the world to specialize in the design, manufacture, and deployment of hyper-customized shipping containers for commercial use was born.

Michael Smith **VP of Manufacturing and Operations**

A decorated and highly trained US Navy Veteran, Michael is skilled in general management, multi-site operations, supply chain, industrial & modular manufacturing, warehousing, global project delivery and revenue growth strategies. Smith brings a wealth of modular home building experience from a long tenure at ALL AMERICAN HOMES - one of the nation's largest producers of systems-built homes, and also a major builder of multi-family residential and commercial structures with its ALL AMERICAN BUILDING SYSTEMS® products. Two of Michael's more notable projects include a \$22 Million project for the design, construction, delivery and installation for 118 barracks units to Fort Bliss in El Paso, Texas and \$21 Million project for 34 condo units installed on top of a bowling alley in Dillon, Colorado. Michael is also an expert in Six Sigma, Lean, Kaizen, ERP, MRP, MES and SCM systems, as well as continuous improvement, manufacturing and materials control strategies. Michael ensures each build holds the highest standards of safety and quality.

Keith Reynolds **Operations Manager**

Keith Reynolds brings more than 25 years' experience in modular housing projects, authored the book "**Residential and Light Commercial Construction Standards through RSMeans**" – and brings expedited schedule and cost savings acumen into the Boxman family. Reynolds manages the Boxman manufacturing team using ASME specifications, Six Sigma, lean manufacturing processes, and oversees the production line and assembly process. With quality workmanship and commitment to safety, Boxman's manufacturing and operations standard leads into highly advanced portable masterpieces.

Logan Wyant
VP Admin & Business Affairs

Logan Wyant oversees Boxman Studios' risk management, business/ legal transactions and human resources. He spent more than seven years with Fifth Third Bank in the Bank Operations department and has held legal positions with the Charlotte Hornets and Carolina Panthers.

Jonathan Sands
Business Development Manager

A graduate of Arizona State University, Sands brings client relations and sponsorship development experience from the healthcare non-profit and professional motorsports industry. Over a 10-year span he led a 6-person business development team to secure nearly \$1.1 billion in corporate partnerships creating the world's largest professional racing team (in NASCAR). From the first idea to the completed project, Sands will be an impassioned and positive influence on the success of the VAHA project.

Kim Sanders
Senior Project Manager

Kim oversees the management of all construction projects from contract to completion, including client communications, engineering/ design phase, estimating, construction, and inspections. Dedicated and resourceful, Kim ensures activation and deployment always run smoothly and responds to any and all issues that may arise immediately.

Mitch Burr
Controller

A West Point Army Vet, Mitch graduated from East Carolina in 1977. He's married to Ann and has two sons, Dr. Jarret Burr and Dr. Jon Burr. Burr brings 35+ years of accounting services experience.

Rob Bissonnette
Director of Logistics

Rob Bissonnette oversees the activations (site sets) and transportation logistics at Boxman Studios. Ensuring all projects meet with time deadlines and are executed efficiently. Along with our entire logistics team, Rob handles activation from start to finish including route mapping, driving, crane rentals, setting up units on site, and managing labor crews.

SECTION V

COMPLETED AND CURRENT MAJOR PROJECTS - Schedule 3, 2(e)

V.1 List Three Relevant Projects, with Names of Customers, Dollar Amounts, Names of Company Personnel Involved and Client/Owner References

Previous Clients & Projects

To better introduce the vast array of our product portfolio we have included a select few of some of our favorite and more memorable projects. These projects include our full spectrum of products for rentals, refurbished containers, and purpose-built structures supporting a wide array of applications from sporting events, festivals, restaurants, commercial introductory mobile tours, service stores and more.

V.1.1 RACE TRAC PETROLEUM

DOLLAR AMOUNT: \$267,874.00

BOXMAN PERSONNEL INVOLVED: KIM SANDERS, LOGAN WYANT, ROB BISSONNETTE, DAVID CAMPBELL

CLIENT REFERENCE: JENNIFER CHASE

Boxman Studios provided engineering, manufacturing, and logistics services for RaceTrac Petroleum with custom millwork on counters, full mechanical, electrical, and plumbing ("MEP") considerations and execution, structural considerations and execution, and on site work and coordination with RaceTrac's general contractors. These two (2) 40'x8' purpose built semi-permanent mobile convenient stores serve several purposes for RaceTrac such as revenue generation (or revenue loss prevention), construction time savings, tax benefits, and mobility.

When RaceTrac decided it was time to update and renovate their convenient stores, they did not want to lose their retail stores' revenue generation. These semi-permanent stores and their mobile capabilities allow RaceTrac to close down their brick and mortar stores while being renovated, and still service foot traffic and generate retail revenue. These units' multi-faceted capabilities allowed RaceTrac to still be present on site for several months at a time during renovation, and then be moved to a separate renovation site. RaceTrac is able to gain its return on investment (ROI) within months, rather than years, due to being open even during renovations.

A typical build timeframe for a convenient store is six (6) months. By utilizing Boxman's standard build processes and manufacturing capabilities, RaceTrac's speed to market and ability to be fully functional on their renovation sites were two (2) months from the time of contract execution. Boxman was able to truncate RaceTrac's speed to market by four (4) months.

RaceTrac received a tax benefit by utilizing the purpose built container structures as well. Based on IRS Publication 946, their structures were categorized as 7-year tax life property, instead of the typical 39 year period. This allowed RaceTrac to depreciate their units over a 7-year tax life, which provided them with more income on their profit and loss statement and an increase in assets on their balance sheet.

Lastly, mobility of the units was a determining factor when choosing Boxman's purpose built units. Boxman continues to provide logistical services to RaceTrac throughout the Southeast several times a month. Boxman's services range from providing drivers, trucks, and trailers to deliver the units, to onsite labor to set the units up, and finally coordinating with the general contractors to hook up the units plumbing and electrical utilities. Also, once the units have served their purpose and renovations are complete at one location, they are quickly moved to the next renovation location to be utilized. While in route, Boxman will provide any maintenance/warranty service to the units as well.





V.1.2 ELECTROLUX CORP.

DOLLAR AMOUNT: \$295,143.00

BOXMAN PERSONNEL INVOLVED: KIM SANDERS, LOGAN WYANT, DAVID CAMPBELL

CLIENT REFERENCE: SHARON WHITE

Luxkitchen, Electrolux's first fully-functional mobile kitchen showroom. Boxman Studios provided engineering, manufacturing and logistics services for Electrolux with full mechanical, electrical and plumbing ("MEP") considerations and execution, structural considerations and execution, and on site work and coordination with Electrolux's general contractors. Our finishing experts created stainless steel counter-tops and custom wood framework and cabinetry that secured appliances while still allowing them to be flexible. The custom finish work was crafted so that the kitchen remains secure during transportation and arrived at its destination in pristine condition.

Using a Boxman Studios purpose-built 40-foot shipping container meant the mobile kitchen would be as versatile and mobile as it is high-quality and durable.

The purpose of the Luxkitchen is to tour major cities and show how premium Electrolux appliances work together to improve kitchens and the cooking experience. After designing and manufacturing the unit, Boxman Studios provides logistics services by providing CDL licensed and forklift certified drivers, providing on site personnel to look after the operation of the unit, and coordinating with onsite personnel for the proper placement of the unit.

When building Luxkitchen, we took into consideration that the build will be completely mobile, moving from one city to another over several weeks. All of Boxman's units are built to be transported easily without sacrificing the unit's structural integrity, finishes (internally and externally), and equipment.

The mobile Luxkitchen needed to be designed and manufactured at the highest quality, to withstand harsh traveling conditions. Boxman Studios' staff and production team is highly skilled, trained, and specialized through advanced degrees, certifications, and modular construction experience that each stage in Boxman's process a client will receive a quality product and interaction. Boxman Studios' staff is also all in house with minimal subcontractors being used. If any subcontractors are used, they are brought into Boxman's facility, put through Boxman's quality control and assurance program, and their work is performed under Boxman Studios' supervision in its facility.



V.1.3

IMG COLLEGE PLAYMAKER'S CLUB

DOLLAR AMOUNT: \$560,757.00

BOXMAN PERSONNEL INVOLVED: KIM SANDERS, LOGAN WYANT, DAVID CAMPBELL, ROB BISSONNETTE

CLIENT REFERENCE: KELLI HILLIARD

For the 2013-2014 College Football season, IMG College wanted to create an upscale tailgate experience at some of the more prominent football games. Namely, the annual Florida v. Georgia game in Jacksonville, FL and the Rose Bowl and BCS Championship in Pasadena, CA. Catering to an upscale crowd, the experience had to blend luxury with a classic college football environment. IMG wanted a dynamic structure that could serve food, have games, and offer live music.

Boxman Studios designed a multi-level structure with a 30-foot tower, four (4) bars, a stage, an upper level viewing deck, and a 20' Jumbo Tron screen. Working with Arenas America, we enclosed the space to keep it climate-controlled, while still maintaining an open and free-flowing environment. Made from nine (9) custom-built containers (one of which incorporates a custom fabricated spiral staircase), the entire footprint was roughly 4,500 square feet. Above all, and like always, safety was our top priority. Because of its mobile nature, the PlayMaker's Club was rated for hurricane winds along the Gulf, snow loads in the Midwest, and seismic activity in the West Coast.

IMG had a specific list of design criteria that we took into consideration when building their space:

- Stylistically, they wanted a vibe that was high on hospitality and underscored the end user's comfort and enjoyment;
- From an engineering standpoint, the design was large scale: it had to accommodate a 200-250 person occupancy and an incredible amount of foot traffic, as it would be located just outside of stadiums at high-profile games such as the Georgia vs. Florida in Jacksonville, Florida, and the Rose Bowl and BCS Championship games in Pasadena, California;
- The space would also have to be durable: a single event could last over 30 hours from set-up to teardown;
- The structure had to be built in such a way as to withstand potential bad weather in any part of North America;
- And, of course, the entire apparatus had to be mobile.



V.1.3 HOUSING UNIT PROTOTYPE

Since its inception Boxman Studios has built numerous iterations of container / modular housing unit prototypes – and is well positioned to go into mass production with our existing 60,000 sf manufacturing facility, R&D collected (various designs), design and engineering personnel in place, materials in inventory, logistics-ready, and human resources in various and necessary support roles.

Our current housing unit prototype is a 40-foot re-purposed shipping container with two 20-foot subsections within – each with bedroom, living room/couch/TV, and washroom consisting of shower, toilet, and sink.

Insulation and shoring braces are in place for travel

V.2 Describe the Respondent's Capacity to Undertake a Potential Project and Describe any other Projects Scheduled During the Anticipated RFQ Term

There are differing opinions, definitions and approaches regarding measurement, *capacity*, progressing, productivity, planning, scheduling but of particular importance is the "*Art of Estimating*." Regardless of whether things are measured too much or not enough, the bottom line is if we don't measure the right things; the system will fail and in turn will inhibit our ability to not only accurately gauge cost and produce competitive bids, but also hamper our abilities to effectively manage productivity and operations on a day-to-day and long-term basis.

The challenge is not so much with how an estimate is prepared but more so with how the information was measured, collected and is being utilized. Without effective collection processes and valid data sources; variations can permeate both current & historical data perpetuating erroneous inaccuracies.

Using averages is a common and often preferred practice used in manufacturing because of its simplicity. Averages are acceptable when estimating at a high-level or in summary applications; however, it is not an acceptable practice to be used when trying to quote custom product (ETO), project execution, or manage production and day-to-day activities.

The tool is best suited for mass production of the same or similar items; but becomes unstable as product characteristics change; errors increase as product similarities decrease. Given the complexity of some measurement systems; it is understandable that calculations may be summarized to simplify reporting productivity, progress, man-hours, *capacity*, and manpower requirements. However, while summarization may simplify the overall process, it also denigrates data integrity and provides limited value in efficiency measurement, load planning, or identifying errors in the estimating process.

Additionally, if a project finishes above or below its estimated hours, it is difficult if not impossible to directly relate to what specifically contributed to the state or conditions. This reporting process will inherently introduce more hours than were required for finishing; while averaging does remove some of the variance, over time, the errors will continue to build up and be absorbed into the historical data. Speculations can be made as to the root-cause whether belonging to personnel, equipment, weather, etc. but without an underlying system of measurement for data collection, real-time monitoring, and status at a micro-level the accuracy cannot be validated.

Though data may be collected, the cumulative summation and its relational impact is fragmented among the multiple processes supported by this information. True conditions as it relates to operations on a daily basis are unknown. System *capacity*, through-put, efficiency levels, machine & process *capacity* and true processing time are all unknown.

Under day-to-day operations, these variations might go unnoticed or not be considered an issue over a short period of time, however; over time, fluctuations and variations will surface in the data for staffing, *capacity*, progressing, and productivity.

Questions to consider:

- *How can we identify errors or improve efficiencies if they are not measured in the same manner as they were created?*
- *How can we validate the accuracy of our estimates if we do not measure in the same manner as they are bid?*
- *How can we truly estimate for “best man/best day” if we do not measure at that level?*
- *With such variance, if there is really a problem; where do you look for the problem, how was it caused and what is its true impact?*

These patterns are reflected as an imbalance as lower or unstable productivity and further illustrates problems inherent in an unstable progressing & estimating system. If production data & all craft labor are reported and summarized under the same sub-function, any irregularities would probably pass unnoticed.

These anomalies are further compounded by how work completion is reported and recorded. When calculating productivity, “*Actual Man-hours*” are extracted from a generic activity code summary derived from craftsmen timecards rather than the actual times from the individual work tasks. Keep in mind that the work tasks are the origin from which the estimates and productivity are based; as such the current reporting process prevents validation and allows for the introduction of erroneous information into historical performance data. This reporting process will inherently introduce more hours than were required for finishing; while averaging does remove some of the variance, over time, the errors will continue to build up and be absorbed into the historical data.

When examined more closely, the actual measurement processes is in violation of the calculation process and not metrically sound.

Key points for considerations:

- *Earned man-hours are type specific, unit-based and allocated at task level; i.e. “xx” man-hours allotted to do a specific task; Fit-up, weld, inspect.*
- *Progress is reported at component level and status has only two conditions; complete (100%) or not complete (0%)*
- *Actual man-hours are cumulative; regardless of what they were doing or working on, all craftsmen man-hours are summed into a single sub-function*

- *Productivity is determined by dividing a cumulative number (Actual) by a very specific number (Earned); error cannot help but be introduced into the system.*

Since data is not measured the same way in which it is estimated and calculated; the comparable will never be accurate and prevents true validation of estimates, cost break-out and bidding process. The final numbers, productivity, and progressing will always be skewed as well as making it difficult if not impossible to accurately predict required staffing, *capacity* and efficiency. Maintaining this type of approach will continue to induce further errors in current and historical data. Estimating is by no means an exact science, but following a holistic approach encompassing the system from cradle-to-grave with embedded reconciliation activities can alleviate if not wholly eliminate the anomalies and process-induced errors. Such is the approach, methodology and mantra embraced and practiced at Boxman Studios.

Within this mindset to reduce variation, validate estimates, and improve our overall reporting; we employ a task-level based analysis to compare estimated man-hours versus actual man-hours thru-out the entire *Value Chain*. The simplest and most straightforward solution; consistency; measure activities at the same level they are estimated. First steps are to adjust data collection to be in sync with progressing milestones, reflective of the actual work process, capture start & stop times, and at a level that provides value without overwhelming personnel in detail.

As part of the reporting process; the actual man-hours, materials and tools expended to complete an activity are reported along with the actual date when the task was completed. Thru the addition of the task type and component, part or piece, man-hour; estimates are validated against plan and *capacity*, to identify any variation in process, process efficiency, worker efficiency, and shop efficiency. Slight modifications are made as necessary to the data collection process to support any needed changes, to close the discrepancy gap as well as provide the foundation for accuracy and holistic integrity. This approach is feasible and has been proven to work across multiple industries in varying degrees of product complexity in acting as gateway to eliminate inaccuracies and system inadequacies.

V.2.1 PROJECT ESTIMATING: SOW LEVELS, TERMS, & PROCESS

Boxman Studios utilizes a 3-tier approach in its estimating and bidding process distinguished by the varying types of Statement of Work (SOW). Each tier encompasses an increasing level of detail as the process moves forward to final contract and project deliverables. The level of detail is indicated by the numeric value range (1 – 3) of the SOW with details increasing with the numeric value. The

Estimating process and methodology works in concert with the SOW levels until final deliverables are achieved.

V.2.2 SOW LEVELS EXPLAINED

Level I SOW – Lowest Level

A Level I SOW is used when the client is looking for a broad price range of the potential project and there is not enough information to have Estimating bid a project.

Level II SOW – Mid-Range Level

A Level II SOW is used when BD has enough information to substantially complete an SOW (between 60%-80%), but not enough information to provide every detail in the SOW form.

Level III SOW – Mid-Range Level

A Level III SOW is used when BD has enough information to almost fully complete an SOW (80%-100%) and client has communicated to BD that they are ready to go to contract or hard pricing from Estimating. Project Management becomes involved in the project immediately.

V.2.3 ESTIMATING TERMS & REFERENCE POINTS IN PROCESS

To better understand the estimating process it is helpful to be familiar with:

Renderings/Drawings:

- a. **Lease:** Any heavy modifications in a lease will require renderings. A basic lease should not need additional renderings to be estimated.
- b. **Custom Build:** A rendering by Boxman's design team must be provided to Estimating before the job is estimated. The rendering prevents inconsistencies and ensures accuracy.

Rough vs. Hard Estimates:

- a. **Rough Estimates:** Level 1 rough estimates turned around quickly DO NOT go to contract. Rough estimates are meant to provide a range cost to the client depending on the information known at the time and takes into account the unknowns and the yet to be determined factors.
- b. **Hard Estimates:** Hard estimates are performed for Level 2 and 3 SOWs. Level 2 and 3 SOWs are bid on when there is more than 60% of the information and details accounted for in the SOW.

Review: Check & Balance

- a. Each estimator will have another estimator, a project manager and the logistics manager double check a bid job before the bid is sent back to BD.
- b. The project manager and logistics manager will provide feedback to discuss or clarify any additional details that are needed.

Statement of Work Details:

The following items are the most essential in order to have a successful SOW estimate:

- a. Millwork (i.e. counters, shelving, etc.)
- b. Finishes (i.e. smooth, corrugate, insulation, flooring, etc.)
- c. Electrical (i.e. wall outlets, floor outlets, lighting, data, etc.)
- d. Branding (i.e. call out any areas to be branded, walls, floors, awnings, etc.)
- e. Scope and Project Description (i.e. overall scope of the job and its intent.)
- f. Specialty (i.e. any extras detailed out, technology, mechanical, etc.)
- g. Logistics (i.e. location, number of activations, dates, activation surface, load in/out times, forklift, etc.)

Vendor Management

Estimating obtains quotes for each project and performs quarterly reviews receiving new RFQ's on the most commonly used materials from each vendor updating the estimating software on a day-to-day and/or as needed basis.

Estimating Process

The Estimating process follows a hybrid cumulative approach building upon each previous tier in which the work-flow follows a sequential path with concurrent activities taking place until final deliverables are achieved. What follows is an overview of the Estimating process.

The Review:

Before Estimating:

- a. If Lease with heavy modification: Ensure a rendering is provided by the Design team and gather all information relating to the job (for information needed refer to the Statement of Work Details above) and review the SOW with BD.
- b. If Lease with little to no modification: Gather all information relating to the job (See Statement of Work Details above) and review the SOW with BD.
- c. If a Custom Build: A rendering from the Design team is required. Once the renderings has been received, gather all information relating to the job (for information needed refer to the Statement of Work details above) and review the SOW with BD.

Estimate:

Once the review is complete, begin estimating by:

- a. Applying numbers to labor/material within the specifications of the job.
- b. Any sourced items should be documented with lead time, costs (shipping/taxes), and the source of the item. (Print out in job folder, but also reference in the item in the bid and SOW)
 - a. Cost vs. Purchase numbers are available and accurately broken out

Project Management and Logistics Review:

- a. Once bid, the bid and the SOW is sent to Project Management and the Logistics Manager for review.
- b. Final Check Off and Budget:
- c. Once the bid and SOW have been returned to Estimating by the Project Manager and Logistics Manager, Estimating saves the budget under the job folder on the server.
- d. Print dated budget and place with the physical job folder.

Return of SOW to BD:

- a. Estimating returns a fully priced and vetted out SOW to BD.
- b. Estimating and BD review the price and SOW to provide clarity to BD before the proposal is sent to the client.

Project Follow Up:

- a. If the project goes to contract and once the project is complete, Finance, Estimating and Project Manager have a "Raise the Bar" meeting to discuss final numbers in order to update or address pricing and/or margins for future projects.

SECTION VIII

CERTIFICATE OF EXISTING INSURANCE

N/A

As per our normal SOP, Boxman Studios' insurance company will issue a "Certificate of Existing Insurance" based on the particular need of the Boxman client (VAHA) - once the project contract is in place.

SECTION VII

CONFLICTS / COLLUSION / LOBBYING (refer to Section 7 of RFQ)

Conflicts of Interest Generally

1. an elected official or employee of the City or the Housing Agency; or
2. related to or has any business or family relationship with an elected official or employee of the City or the Housing Agency.

1. **No Boxman Studios employee is an elected official or employee of the City or Housing Agency;**
2. **No Boxman Studios employee has any current business or a family relationship with any elected official or employee of the City of Vancouver or with anyone at the Housing Agency.**

Former City or Housing Agency Employees

Boxman Studios has no current or past relationships with any former city or Housing Agency employee of the City of Vancouver

Other Clients

Boxman Studios has no current or past relationships with clients of the City of Vancouver or with clients of the Housing Agency.

Collusion

Boxman Studios is not competing for purposes of the RFQ with any entity with which it is legally or financially associated or affiliated.

Lobbying

No Boxman Studios officer, director, shareholder, partner, employee or agent of Boxman Studios is registered as a lobbyist under any lobbyist in any jurisdiction in Canada or in the United States of America; nor has engaged in any form of political or other lobbying whatsoever with respect to the RFQ or sought, other than through the submission of its Response, to influence the outcome of the RFQ process.

SECTION VIII

DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Purpose: All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The Housing Agency and The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <http://vancouver.ca/policy_pdf/AF01401P1.pdf>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, qualification, expression of interest or quotation to the Housing Agency, or have a plan in place to comply within a specific period of time. The Housing Agency reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration and include this declaration with its submission: As an authorized signatory of **Boxman Studios, LLC**, I declare that I have reviewed the SCC and to the best of my knowledge, **Boxman Studios, LLC** and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (*include all violations/convictions that have occurred in the past three years as well as plans for corrective action*).

Section of SCC / Title of Law	Date of Violation / conviction	Description of Violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan

I understand that a false declaration and / or lack of a corrective action plan may result in no further consideration being given to the submission of **Boxman Studios, LLC**.

Signature: _____

Name and Title: David M. Campbell, Chief Executive Officer

SECTION IX

PRICING PROFORMA (ref Schedule 6)

1. PRICING FOR PROJECT TYPE 1

Assumptions:

Site area – 10,000 square feet

- 35 self-contained units with washroom and shower facilities in each unit
- Average size of unit is 150 square feet
- Unit Mix – 75% single bed, 25% double occupancy
- Communal Amenity Area of 1,250 square feet, with office, laundry facilities, and a small kitchenette, either repurposed from previous sites or specialty built for this project, providing a link to the modular housing units.

1.1 How much does your system cost? Provide bid.

The cost estimate provided for Phase I is a projected range derived from known parameters, modular production alternatives, and application of best practices executed within Boxman Studios' system. Included with the estimate section is a high level breakout by functional areas as well as reference table demonstrating the economies of scaled potential cost savings for multiple unit production.

When appropriate, we are prepared to move forward in concert with Vancouver Affordable Housing Agency (VAHA) to execute an exhaustive detailed analysis and practicability study to determine impact, prioritization, and implementation feasibility. Such an analysis will be considered from a holistic perspective examining the "Total Cost of Ownership" rather than a singular blinded view; the effect on the system rather than a single process. As such, while common sense or experience may provide suggestions and alternatives to reduce cost & improve efficiencies, the findings will be analytically validated before action is taken.

Boxman Studios recognizes the opportunity to partner and collaborate with VAHA will not only help reduce cost but accelerate design and permitting process. Upon future discussions, we will be able to more properly identify cost savings opportunities through this collaboration.

The actual project costs are estimated but are not fully known and will require additional analysis, discussion, data, information, and analysis to determine impact, prioritization, and implementation feasibility. Such analysis will be considered from a holistic sense examining the "Total Cost of Ownership" rather than a singular blinded view.

Applying Boxman Studios' best practices encompassing VAHA's provided information to develop the following Level 1 range price for 35 units, single set (4 modules):

- **Estimated Cost Range:** s.21(1)

Functional Sections Overview Includes:

- Design and Engineering: **Estimated Cost Range:** s.21(1)
 - Design & Structural Drawings
 - MEP Drawings
 - Life Safety Plan
 - Inspections, Municipality, Permits, & Fees
- Unit(s) Preparation & Fabrication: **Estimated Cost Range:** s.21(1)
 - Structural Modification & Fabrication
 - Electrical, Plumbing, & HVAC
 - Doors, Windows, & Framing
 - Interior & Exterior Finishes, Paint, Flooring, Ceiling, Walls
- Logistics & Delivery: **Estimated Cost Range:** s.21(1)

s.21(1)

s.21(1)

Multiple Module Production Economies of Scale Savings Comparable				
Project Execution Focus	Single Set Build	Projected % Savings with 5 Set Build	Projected % Savings with 10 Set Build	Projected % Savings with 16 Set Build
Weld Insp.	s.21(1)			
Internal Design				
PM				
Overall % Savings				
40' Chassis -				
Structural & Finishes				
Overall Build % Savings				
20' Chassis				
Structural & Finishes				
Overall Build				
Branding				
Logistics				
Structural				
MEP				
Architectural				
A/V				
(2) 40' Lexan/Storefront				
Total Per Set				
Total Per Set w/o Alternatives				

Table 1: Sample Pricing for Modular Housing

Type of Product or Description of Product	Unit of Measurement	Price See *Note
Cost for Prefabricated Modular Housing Units	Total Price	s.21(1)
Deliver of Prefabricated Modular Housing Units	Total Price	
Installation of Prefabricated Modular Housing Units including foundations	Total Price	
Installation of sprinklers and sprinkler connections to outside services	Total Price	
Plumbing works including water, waste, and sprinkler Connection to outside services	Total Price	
Electrical work including connection to outside service, the supply and installation of hard wired smoke and CO ₂ sensors	Total Price	

- Note: Costs provided in "Price" column are an estimated range based upon provided information; more accurate details will be provided in next round of discussions.**

Supply and installation of 5lb wall hung Fire Extinguishers as required	Each	s.21(1)
Exterior skirting	Total Price	
Demobilization	Total Price	
Price before GST or other applicable taxes *Note	s.21(1)	

Table 2: Sample Pricing for Communal Amenity Area

Type of Product or Description of Product	Unit of Measurement	Price
Cost for Communal Amenity Area, including foundations	Total Price	s.21(1)
Delivery of Communal Amenity Area	Total Price	
Installation of Communal Amenity Area including foundations (if not include above)	Total Price	
Plumbing works including connection of small kitchenette to outside services	Total Price	
Installation of sprinklers and sprinkler connections to outside services	Total Price	
Electrical work including connection to outside services, the supply and installation of interior and exterior lighting, hard-wired smoke and CO2 sensors	Total Price	
Supply and installation of 5 lb. wall-hung Fire extinguishers as required	Each	
Exterior skirting	Total Price	
Demobilization	Total Price	
Price before GST or other applicable taxes		

2. FINANCING FOR PROJECT TYPE 1

Table 3: Sample Financing

Total Purchase Price	s.21(1)
Monthly Lease Payment	

	s.21(1)
Year One Buyout Price	
Year Two Buyout Price	
Year Three Buyout Price	
Year Four Buyout Price	
Year Five Buyout Price	

3. PRICING FOR PROJECT TYPE 2

Assumptions:

- Level, rectangular shaped site
- 100 Units with the unit mix and unit size (Table 4) as set out below
- Allowance for 300 sq. ft. common amenity space; and
- Built to City of Vancouver Building Bylaws

Table 4: Unit Size (for reference)

Unit Type	Approximate Size in Square Feet
Studio	320
One bed	450

Two bed	650
Three bed	800

Table 5: Sample Pricing for Project Type 2

****Note: Please refer to addendum insert page 46 regarding economies of scale and reference project cost scale down***

Type of Product or Description of Product	Unit of Measurement	Sample Price for 100 Units	Sample Price for 250 Units	Sample Price for 500 Units	Sample Price for 1000 Units
Construction of Prefabricated Modular Housing Units	Per Square Foot	s.21(1)			
Delivery of Prefabricated Modular Housing Units	Total Price				
Installation of Prefabricated Modular Housing Units including foundations	Total Price				
Plumbing works including any necessary connection to outside services	Total Price				
Electrical work including the connection to outside services, supply and installation of interior and exterior lighting, hard-wired smoke and CO2 sensors	Total Price				

Construction of a communal amenity area	Total Price	s.21(1)
Demobilization	Total Price	
Price before GST or other applicable taxes		



VANCOUVER AFFORDABLE HOUSING AGENCY

Response to
RFQ# PSVAHA2016-01
Prefabricated Modular Housing
Project Type 1 and Project Type 2

Attn.: Jim Lowood, SCMP
Closing Time: February 26, 2016 - 1 p.m.

britco
BUILDING INNOVATION

Tom Faliszewski
tfal@britco.com
Phone 604.455.8059
Fax 604.455.8005
100- 20091 91A Ave
Langley, BC V1M 3A2

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING
SCHEDULE 2 - LETTER OF QUALIFICATION

February 23, 2016

TO: The Vancouver Affordable Housing Agency (the "Housing Agency")

RE: REQUEST FOR QUALIFICATIONS - NO. PSVAHA2016-01 (the "RFQ") IN RESPECT OF
SELECTING PARTNERS TO SUPPLY PREFABRICATED MODULAR HOUSING


1. Being duly authorized to represent and act on behalf of [Insert full corporate name and if a joint venture, then state "on behalf of..." and list the full corporate names of the companies forming the joint venture], the undersigned hereby submits the attached Response and supporting materials on behalf thereof.
2. Herein, the term "Respondent" refers to **Britco LP**
3. The Housing Agency and its representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this Response, and to seek clarification from the Respondent's bankers and clients regarding any financial and experience issues, and to do all other things stated in the RFQ.
4. Capitalized terms used herein have the definitions ascribed thereto in the RFQ.
5. The Housing Agency and its representatives may contact the following persons for further information:

Tom Faliszewski
TFaliszewski@britco.com
604.455.8059
6. This Response is made with the full understanding and agreement that:
 - (a) any information submitted during qualification may be subject to verification by the Housing Agency, including during evaluation of any subsequent proposal or tender;
 - (b) the Respondent will (and does hereby undertake to) submit a bona fide proposal or tender in relation to the subject matter of the RFQ (and consistent with this Response) if the Housing Agency invites the Respondent to participate in a request for proposals or invitation to tender;
 - (c) the Housing Agency may:
 - (i) amend the scope and description of the goods and services to be procured under the RFQ or any subsequent request for proposals process, including the Site-Specific RFPs, varying them from those described herein, or amend the qualifications that may be required to meet those requirements;
 - (ii) open this process to potential proponents other than the grouping of Pre-Qualified Respondents contemplated by the RFQ;

- (iii) determine which City-owned sites targeted for the installation of prefabricated modular housing will be subject to Site-Specific RFPs as contemplated by this RFQ and which may be subject to a separate procurement process;
 - (iv) reject or accept any or all Responses;
 - (v) cancel the RFQ process and reject all Responses;
 - (vi) cancel the RFQ process and commence a new process in respect of the same request for proposals with the same or an amended set of documents, information or requirements;
 - (vii) request that any Respondent to provide additional information, clarifications or goods samples or demonstrations, without requesting the same from all Respondents;
 - (viii) terminate the RFQ process and enter into direct negotiations with any party whether or not a Respondent; or
 - (ix) at any time during the RFQ Term and for any reason whatsoever, including as a result of any review of the Housing Agency's Board, terminate the RFQ and cease restricting eligibility for Site-Specific RFPs to Pre-Qualified Respondents.
- (d) neither the Housing Agency nor the City of Vancouver will not be liable in any way whatsoever for any actions described under 4(c) of this letter.
7. The Respondent confirms and warrants that the information disclosed in the section of its Response titled "Conflicts; Collusion; Lobbying" is a complete and accurate response to Section 7.0 of the RFQ.
8. The Respondent acknowledges and agrees that the RFQ Documents are, in no way whatsoever, an offer to enter into an agreement except on the limited terms and conditions expressly stated in this letter, and submission of this Response by the Respondent does not in any way whatsoever create any obligation on the part of the Housing Agency to treat the Respondent's or any other respondent's Response in any particular manner or undertake the Housing Agency's RFQ process in any particular manner (except as expressly stated below in this letter with respect to confidentiality).
9. The Respondent acknowledges and agrees to the information disclaimers and other terms and conditions set forth in the RFQ.
10. Except only and to the extent that the Housing Agency is in breach of Section 11 of this letter, the Respondent now releases the Housing Agency, the City of Vancouver and their respective directors, officials, agents and employees from all liability for any costs, damages or losses incurred in connection with the RFQ, including any cost, damages or losses in connection with:
- (a) any alleged (or judicially determined) breach by the Housing Agency or its directors, officials, agents or employees of any obligation or duty under the RFQ;
 - (b) any unintentional tort of the Housing Agency or its directors, officials, agents or employees occurring in the course of conducting the RFQ; or

- (c) the manner in which the Housing Agency: reviews, considers, evaluates or negotiates any Response; addresses or fails to address any Response; or resolves to enter into any contract or not enter into any contract.
11. Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the Housing Agency's right to publicly disclose information about or from any Response, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFQ, the Housing Agency will treat the Response (and the Housing Agency's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.
12. The Respondent acknowledges receipt of the following amendments and addenda (if applicable);
- Amendment/Addendum No. 1** **Date:** Feb 17, 2016
- Amendment/Addendum No. 2** **Date:** Feb 23, 2016
- Amendment/Addendum No.** **Date:**
13. Any dispute relating to the RFQ (except to the extent that the Housing Agency breaches Section 11 above) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:
- (a) The arbitrator will be selected by the Housing Agency;
 - (b) Section 10 of this letter, and the other provisions hereof, will apply; and
 - (c) The Respondent will bear all costs of the arbitration.
14. The Respondent (a) has read, understands and agrees to the terms and conditions in this letter, (b) has had an opportunity to seek legal counsel and (c) affirms that the statements made in its Response are true and correct in every detail.

Respondent Name(s): Tom Faliszewski

Signature:  Date: February 24, 2016

Name of Signatory: Stephen Branch

Title of Signatory: VP, Sales

Mailing Address: 100 - 20091 91A Langley, BC V1M 3A2

Telephone No.: 604.455.8000 Fax No.: 604.455.8005

Key Contact Person: Tom Faliszewski E-mail: TFaliszewski@britco.com

GST Registration No.: 819957002 Date and Jurisdiction of Incorporation: March 28, 2011

City of Vancouver WorkSafeBC Registration 868730

Business License No.
(or, if available, Metro
West Inter-Municipal
Business License No.):

00057452 City of Langley

No.:

February 25, 2016

Vancouver Affordable Housing Agency
C/O City of Vancouver
453 West 12th Avenue
Vancouver, BC
V5Y 1V4

Attention: Jim Lowood, SCMP

Britco LP is pleased to respond to the Request for Qualifications (RFQ) for Prefabricated Modular Housing for the construction, supply, delivery and installation of modular housing units (RFQ #PSVAHA2016-01.)

The attached response details the information requested and illustrates several examples of recent Britco modular projects. All of these projects were complex buildings constructed with a full complement of design and construction professionals in various urban, rural and remote locations. As discussed in our response, Britco has the design and project management experience, as well as the manufacturing capacity, to produce large production runs of modular units. Britco has the ability to supply all of the components noted and to propose equal or better solutions where appropriate.

Our current factory schedules would allow us to begin module manufacturing in April 2016, and work with VAHA for early delivery of the modules, and installation of the developments should it be required. Through direct financing, as well as third-party connections, Britco is able to provide creative financing solutions for rental or lease-to-own arrangements with multiple buyout options.

On behalf of Britco, I wish to thank you for the opportunity to provide this requested information. We would be very happy to meet with you at your earliest convenience to review the entire package and to arrange a tour through one of our plants. Please do not hesitate to contact me for further information or clarification.



Tom Faliszewski

Britco LP

Direct: 604.455.8059

Cell: 604.612.5603

tfal@britco.com



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1. CORPORATE EXPERIENCE

britco
BUILDING INNOVATION

1.1 Company Description

Since its start in 1977, Britco has built thousands of projects ranging from small and simple buildings to large urban infill structures. Many Britco buildings have been recognized with design and construction industry awards. Britco employees 500 people, 100 of which are full time employees, and it is part of the Western One Inc. Group headquartered in Vancouver.

Legal and Operating Name:

Britco GP Inc., Westernone Equity LP.

Business Structure: Partnership

Parent Company:

WesternOne Inc.

Suite 910, 925 West Georgia Street,
Vancouver, BC V6C 3L2

Tel: (604) 678-4042 Fax: (604) 681-5969

2014 Sales Revenue: \$283 Million

Contact Person:

Tom Faliszewski - Manager, Special Projects
100 - 20091 91A Avenue | Langley, BC | V1M 3A2
Office: 604.455.8000 | Direct: 604.455.8059
Cell: 604.612.5603 | Fax: 604.455.8005
TFal@britco.com

1.2 History of Litigation or Claims

There are no Litigation or Claims pending for Britco; and the Company has not been involved in any Litigation or Claims during the three years immediately prior to the Closing Time of RFQ No. PSVAHA 2016-01.

1.3 Client References

Devon Energy

- 900 person, two storey dormitories
- Included site construction of core facilities
- Contact: Steve Bass
- Tel No: 403-232-7523

Manitoba Hydro

- Keeyask Hydro Electric Generating Station
- 2,000 person workforce accommodation camp
- Included site work, waste water treatment plant and pre-engineered structures
- Contact: Brian Beyak, Resident Engineer
- Tel No: 204-223-5430

Passive House Development

- Employee housing for Coastal Health Authority in Bella Bella, BC
- 12 modules shipped by barge to Bella Bella
- Contact: Peter Treuheit, MAIBC
- Tel No: 604-885-4390



BC Housing

- 80 modules for Social Housing (2010 Olympic Affordable Housing Legacy)
- 52 modules for the Seniors' Rental Housing Initiative
- Contact: James Munro, Regional Director
- Tel No: 604-456-8873

Burrowes Huggins Architects

- Architectural consultants with Britco on Whistler Athletes Lodge and Whistler Village Townhouses projects for Vancouver Olympic Committee (VANOC)
- Contact: Mike Huggins, MAIBC
- Tel No: 604-730-8100

Boni Maddison Architects

- Architectural consultants with Britco on Seton Lake Hotel, Burns Lake Hotel and Senior Housing Development in Golden BC.
- Contact: Anthony Boni, MAIBC
- Tel No: 604.730-8100

1.4 About Britco

Britco's innovative approach to modular building offers endless possibilities in design and construction that result in greater functionality, reduced waste & environmental footprint, and overall project efficiencies. Britco is an industry

leader in
designing,



engineering, manufacturing and installing permanent and relocatable modular buildings.

Britco's design-build modular approach provides the benefit of incorporating off-site construction methods with a more efficient and environmentally friendly construction process, that in-turn provides greater cost certainty and superior quality. By building in a controlled environment, Britco eliminates the probability of weather delays, and gains the ability to relentlessly monitor quality at all stages of the process.

Because site preparation and off-site construction take place at the same time, Britco's modular approach leads to a significant reduction in the construction-to-occupancy timeline by reducing site impact – making it a greener, faster, and smarter way to build.

With the growth of modular construction worldwide and the increase in the awareness of its benefits, Britco has grown to be one of the largest and most experienced constructors of modular buildings in North America.

With four manufacturing facilities, and operations in Canada and the United States, Britco has the ability to serve customers in different sectors in diverse markets across the globe.

Britco offers leading in-house design capabilities; unrivaled project management expertise and exceptional production facilities to bring to life customized solutions. From space-constrained projects to large-scale facilities in remote locations, Britco's experienced team of designers, project managers, and construction crews are available to guide our clients every step of the way.



Environment

Britco is committed to conducting its manufacturing and construction operations in a manner that protects the environment and the communities in which we work. We undertake all reasonable efforts to:

- Comply with all environmental legal requirements that are applicable to our facilities and our operations
- Manage and minimize the impact of our operations on the environment through preventive measures
- Implement established best management practices within our industry for the protection of the environment and minimization of any impacts that may arise
- Regularly and rigorously assess our environmental performance and continually improve our environmental program
- Supply environmentally sensitive products/ services where possible

Health & Safety

At Britco, excellence in Environment, Health & Safety is more than just a program; it is a core value. EH&S is embedded in the way we work, the decisions we make and the actions we take. At Britco, we have instilled a strong safety culture throughout the work environment and we have taken a number of steps in recent years to foster this culture company-wide. We work together at all levels of the company – including employees, management and subcontractors – to establish and maintain proper safety standards, policies, practices, and procedures.

Our commitment to safety is exemplified by our Destination Zero initiative which serves as a foundation for operational excellence and means zero tolerance for unsafe conditions, unsafe equipment and unsafe actions.

As a direct result of our commitment to Environment, Health and Safety, Britco recently celebrated 1,500 days without a Lost Time Incident (LTI) at our Agassiz (BC) manufacturing facility. Our Waco (TX) facility has just over 1,500 days LTI free and our Penticton (BC) and Edmonton (AB) manufacturing facilities have been LTI free for over 1,275 and 1,085 days respectively."

Our clients not only get the benefit of a superior quality, more efficient and environmentally sustainable construction process, but also the certainty that the job has been done safely.

Quality Assurance

Since our beginnings in 1977, Britco has built a reputation for developing high quality standards for the products and service we deliver. We have maintained this reputation by integrating quality throughout the entire organization. All of the products provided to our clients undergo thorough inspections and testing as part of our Quality Management System, which is based on the requirements of ISO 9001:2008.



1.5 Community Engagement Overview

CORPORATE SOCIAL RESPONSIBILITY

Britco strives to be a leader in corporate social responsibility, which includes a commitment to the highest standards of safety, health, environment, ethical procurement practices, corporate governance, and Aboriginal partnership and community engagement.

Britco's legacy of supporting the local community and conducting business in a sustainable manner goes back to the Building Stronger Communities Initiative, which began with the founding of the company in 1977. Since then the dedication has grown exponentially. In 2011, Britco committed to donating 1% of corporate profits back into the communities it works in. At Britco, we recognize that our actions today play an important role in building healthy communities tomorrow.

BRITCO'S COMMUNITY ENGAGEMENT STRATEGY

Delivering local benefits in the communities where our clients operate is no longer a choice. It is a commercial necessity—and one that is increasingly mandated by law when working on projects that impact lands within the respective traditional territories of Aboriginal communities. In the new competitive landscape increased expectations towards maximizing local community impact, governmental organizations face rising expectations to do more than simply provide basic services, mitigate negative impact, and act as good neighbors.

Britco recognizes that business success depends upon the ability of companies to develop local community and Aboriginal talent, build a competitive local supplier base, and deliver lasting socioeconomic benefits to the areas where they operate. The growing number of reported cases of project interruptions due to non-technical risks—including stakeholder pressures, socioeconomic conditions and national politics—is a testament to this. Local content and community engagement represents the most strategic contribution that the Vancouver Affordable Housing Agency can make to develop a positive legacy in the City of Vancouver.

Please find included Britco's custom designed Community Engagement Plan that seeks to maximize its use of local and Aboriginal entities as vendors, sub-tier suppliers, subcontractors and labour. Moreover, it features specific actions for procurement, communication, supplier development, workforce development and additional strategies where appropriate.

All actions are guided by and compliant with Britco's Aboriginal Human Resources policy, Aboriginal Procurement policy and the Aboriginal Relations policy. When implemented effectively by our team, our community engagement strategy offers an opportunity for the Vancouver Affordable Housing Agency to offer mutual benefit from this housing development initiative.

Britco's local and Aboriginal engagement strategy is comprised of five components:

- Employment
- Procurement
- Business Partnerships
- Community Giving

- Corporate Citizenship

Overall, please find below examples of the types of actions that Britco may implement during this project to support local and Aboriginal participation for employment and procurement:

- Incorporate local and Aboriginal content into any respective company procurement or reporting systems, where commercially reasonable.
- Highlight local capability by including the details of local and Aboriginal subcontractors in tender documents to contractors.
- Promote government capability/capacity building programs, e.g. Workforce BC, Buy BC, etc.
- Provide targeted support to Aboriginal and local businesses to improve capability.
- Include local and Aboriginal suppliers in internal training programs.
- Support trade and training delegations to connect local and Aboriginal suppliers with additional business opportunities.

Aboriginal and Local Employment

With approximately ten percent of our B.C. based employees of Aboriginal decent, Britco's relationships with Aboriginal communities and partners is central to our progressive approach to corporate social responsibility and local content support. Britco's aboriginal engagement and partnership program is led by Britco's Director of Aboriginal Relations, and success metrics in this area are defined and evaluated on annual performance scorecards for every

member of the Britco executive team.

Once the final scope of work, schedule and resource requirements have been determined, Britco may employ a variety of Aboriginal labor to complete the full-time workforce to meet the requirements of the contract. Local labour sources will also be sourced on a commercially reasonable basis.

With the installation portion of the work, Britco would like to work closely with the Vancouver Affordable Housing Agency and the City of Vancouver to develop and implement business plans that focus on community engagement through hiring initiatives, directed at regional residents, giving preference to local suppliers/subcontractors and the possibility of an on-the-jobs training program for Aboriginal community members. We would be eager to discuss the possibilities moving forward.

The Project Construction Team would require a variety of trades and skilled professions that we would like to source first from Coast Salish Nation communities surrounding the project site. Apprenticeship and On-the-Job training programs can also be developed and offered as part of Britco's commitment to capacity building in the communities we work in. On Britco's Manitoba Hydro Keeyask Project, a 2,000 person camp located in Northern Manitoba, Britco is working with both Manitoba Hydro and the local



communities to develop a training program during the site installation of the project. The Industry Training Authority and the Northeast Aboriginal Business Centre have indicated an interest in working with Britco to further develop these training initiatives.

We welcome the opportunity to work with the Vancouver Affordable Housing Agency and the City of Vancouver to cultivate similar working programs on this project.

Local & Aboriginal Procurement

Supplier and subcontracting opportunities will also be made available to local and Aboriginal entrepreneurs. Businesses currently operating in the City of Vancouver and Metro Vancouver will be sourced first to provide services necessary to fulfill the scope of work and services on a commercially reasonable basis.

Britco strongly believes in hiring local and Aboriginal laborers, subcontractors and vendors whenever practical based on cost and logistics. Additional effort can be spent upon award identifying local and Aboriginal sources for major services during manufacturing and installation. If these cannot be found, or if what is available does not meet the quality standards required by the project, then Britco will look to our established supplier chains and include provisions for local and Aboriginal content within supplier contracts as required by the Vancouver Affordable Housing Agency.

Please find below specific examples of the types of actions that Britco may implement during this contract to support First Nation participation:

- Adopt a policy that a selection of purchases

that include consideration of at least one competitive First Nation company, where First Nation companies have proven capability. To this end, our team may or already has contacted or is currently in the process of reaching out to companies that are whole-owned by or have existing business partnerships with Coast Salish Nations

- Include a local and Aboriginal participation schedule in tender documents.
- Have local and Aboriginal participation as one of the evaluation criteria weightings noted in tender documents.
- Engage with the Vancouver Affordable Housing Agency and the City of Vancouver to identify any local and Aboriginal suppliers capable of providing key component for imported goods.
- Commercially evaluate competitive bids giving due consideration to direct and indirect cost factors such as price, quality, safety, environment, health, security, delivery, and service and whole-of-life costs.
- Conduct targeted supplier development activities and/or training programs to assist local and Aboriginal suppliers increase ability to compete for work.
- Give preference to bidders who optimize local First Nation (Tsleil-Waututh Nation, Musqueam Nation and the Squamish Nation)



content in terms of both materials and labour where comparative bids are assessed as being commercially competitive and technically acceptable.

- Promote local and Aboriginal suppliers, either through emails/letters of introduction, face to face meetings or other methods.
- Work with support organizations to assist local and Aboriginal suppliers (e.g., Industry Council for Aboriginal Business, etc.).
- Provide formal feedback to local and Aboriginal suppliers that are unsuccessful in prequalification and/or tendering.
- Include a local and Aboriginal participation schedule in contract documents.
- Ensure design specifications take account of British Columbia standards and, where international standards shall be used, provide avenues for local and Aboriginal suppliers to identify how they can comply.
- Reserve some procurement for local and/or Aboriginal bids only.
- Unbundle larger work packages to better suit local and Aboriginal capability.

At Britco we want our work to leave a positive impact in and around the communities in which we work. Our proactive approach to community engagement provides a lasting legacy for locals long after Britco's work is complete.

Aboriginal Business Partnerships

For the prosperity of local communities and shareholders alike, Britco recognizes the importance of establishing and maintaining

prosperous business partnerships with Aboriginal communities. Britco has worked hard to build a variety of joint ventures and partnerships to engage and advance business interests while "promoting their full and effective participation in all matters that concern them and their right to remain distinct and to pursue their own visions of economic of economic and social development." Britco acknowledges that meaningful engagement is the most effective and efficient way to promote community wellbeing and as such will continue to be fundamental to our business strategy.

Britco's relationships with Aboriginal communities are defined by balance, fairness, and respect. Not only have several Aboriginal communities been clients for well over three decades, we engage Aboriginal communities through our revenue sharing business partnerships, our jobs training, and skills development agreements and our literacy programs. As such, we've entered into eight revenue sharing partnerships with First Nations across British Columbia.

In 2013, Britco and the Tsleil-Waututh Nation signed a procurement and revenue sharing agreement for modular construction and building rental activities related throughout their traditional territory. Under this agreement economic and jobs opportunities will be expanded for Tsleil-Waututh Nation members' businesses and





opportunities for skills development will also be delivered. To date, we have secured a number of mutually beneficial business opportunities with companies such as Seaspan, SNC Lavalin for the Evergreen Rapid Transit Project, Aqualini Developments, Polygon, and K+S Potash. As directed by the Tsleil-Waututh Nation, we trust that we will be able to develop a mutually beneficial outcome with regard to this affordable housing initiative and the resulting projects we work together on.

Aboriginal Community Giving

Community giving is another way Britco works to enhance the well-being of the communities it does business in. As Britco often operates in remote communities or communities on the traditional territories of First Nations, Britco has developed a number of community giving projects geared towards the specific needs of these communities. The underlying principle to the projects listed below, and all giving projects we undertake is that the funding is directed towards initiatives led by Aboriginal communities and organizations.

- In partnership with Hon. Steven Point, former Lieutenant Governor of British Columbia, Britco has constructed fourteen community library facilities in remote First Nations communities across B.C. – investing more than \$500,000 over a 3-year period. The new Lieutenant Governor of British Columbia, the Hon. Judith Guichon, is also a sponsor of this literacy initiative and dedicated the third library facility earlier this year. <http://www.britco.com/first-nations/community-literacy-initiative>
- Through Indspire's Building Brighter Futures initiative, Britco funds scholarships for three

Aboriginal high school students in BC pursuing post-secondary education. http://indspire.ca/wp-content/uploads/2013/05/May-16-Final-Slim-PDF-Indspire_May16.pdf

- Britco also sponsors Indspire's annual national achievement awards ceremony. www.indspire.org
- Britco had recently launched a competition to design a new Aboriginal inspired logo to complement its existing branding. The contest received 250 submissions from Aboriginal artists across BC. The winner, Andrew Dexel, from Thompson First Nation was selected by a panel chaired by Hon. Steven Point for the \$20,000 prize. <http://www.britco.com/designcompetition>

Corporate Citizenship

Promoting and facilitating Aboriginal business opportunities and creating a platform for Aboriginal communities to share best practices, ideas, and building meaningful business relationships is fundamental to Britco's approach to corporate citizenship with Aboriginal communities.

Britco has been awarded Progressive Aboriginal Relations (PAR) Bronze Level certification by the Canadian Council for Aboriginal Business. PAR certification recognizes the value of relationships, the diversity of opportunities and the challenges that face companies that are committed to Aboriginal communities.

The PAR evaluation process has verified Britco's commitment to corporate initiatives in four key areas: employment, business development, community investment and community engagement.

Please find a list of Britco's commitments to Aboriginal Organizations below:





2. CORPORATE CAPABILITY

britco
BUILDING INNOVATION

2.1 Britco's Capability

As one of North America's largest and most innovative modular builders, Britco has a strong reputation for its attention to quality; efficiency as well as a strong commitment to safety. With more than 35 years of experience as a leader in modular building solutions, not only we have the expertise but also a solid understanding of how to approach the design, manufacturing/ construction, supply, delivery/transportation and installation of the housing modules for Vancouver Affordable Housing Authority.

To demonstrate our proven track record of delivering quality modular solutions for our clients, the following section elaborates on the construction process implemented at Britco to take a project from conception to reality.

Modular Design & Engineering

Britco's team of in-house architectural designers, mechanical and electrical engineers is supplemented by a proven, experienced team of professional consultants, capable of handling a project of any size and scope and stamping shop drawings.

Britco's in-house and consultant teams will work closely with VAHA's architects, engineers and/ or consultants through the pre-construction phase to ensure that the post-contract stage is successful.

Britco's engineering team employs an Integrated Design Process (IDP) for all major projects. This collaborative method for designing buildings emphasizes development of a holistic design

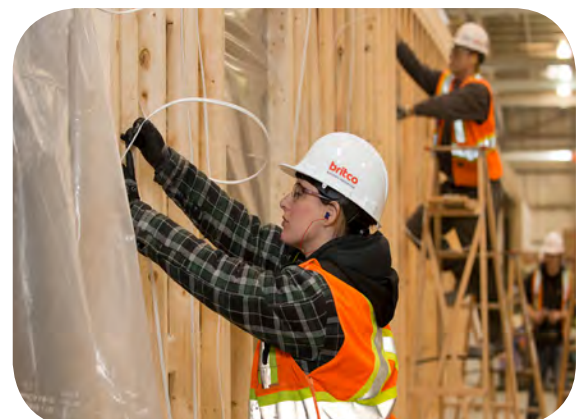
and requires multidisciplinary collaboration from conception to completion.

Under this method, the building is seen as an interdependent system as opposed to an accumulation of separate parts and ensures that all the systems work in harmony rather than against each other.

Project Planning & Scheduling

From the time of contract award, Britco's Project Manager uses applications such as Microsoft Project and Primavera to develop detailed schedules that include cost and performance goals. These schedules are used to develop critical path analysis, programmatic schedules, and Gantt charts. The PM's role is to report deviations from the schedule based on actual events and progress. The PM uses a critical path method to manage project schedules, ensure timely submission of deliverables, and track performance.

Milestones include daily, and weekly contract status reports, and various increments of design. The Project Manager will meet with VAHA's representatives on a regular basis to discuss project performance. During these reviews, the PM indicates any changes to the schedule, associated impact, and suggested solutions.



Procurement

At Britco, we adhere to stringent Quality Assurance standards to ensure that we procure only the highest quality material inputs. Our in-house procurement team is well established in the construction market, and has gained the respect of many suppliers as an important partner.

Our market position as a recurring customer and large volume product and service procurer gives us the opportunity to provide our clients with significant savings. Our procurement department works with our clients and our approved vendors and subcontractors to execute agreements that ensure mutually agreeable cost and delivery dates throughout the life of the project. Once final design decisions have been made, a spare parts list will be drafted in line with the production drawings. Our experienced procurement team at Britco will work with VAHA to incorporate any material requirements, or will provide alternative solutions to VAHA if appropriate. Furthermore, Britco's manufacturing capabilities includes a cabinetry shop which allows to custom-design and incorporate cabinetry within our modules prior to leaving the factory. This not only ensures better quality cabinetry, but improved Quality Assurance, a better price and shortened schedule.

Modular Fabrication

Once VAHA, approves the final design, production drawings and specifications are produced and stamped "Issued for Production," and passed on to the purchasing and production teams as mentioned above. The project is added to the manufacturing schedule by module, the date modules are required on site and the

duration of construction in the factory. Once on the line, all modules are tracked throughout the production process using a project and production number. The production schedule is updated on a regular basis by the production planner to ensure that any possible delays are reported to the Project Manager and passed on to VAHA.

Our modules are manufactured inside a controlled environment with efficient, assembly-line construction by skilled trades. Every unit and production station will be under the control and constant monitoring of the Plant Manager, Plant Superintendent and Production Supervisors. Britco relentlessly monitors the quality of every unit that comes off the line through our rigorous inspection and testing program, which has 93 hold points for inspection covering every stage of production.

Each station also has a detailed quality assurance checklist to be completed for each unit. Any non-conformances will be recorded, resolved and filed in the project record. Photographs are also taken daily as part of the production record.



Transportation

A detailed transportation schedule is drafted once units have been added to the production schedule. Britco works with a select group of fully certified transportation companies evaluating them on experience, proven safety record and ability to adhere to the requested project schedule. Prior to leaving our manufacturing facility, transportation drivers are required to sign for each module and upon arrival at site, units are inspected for damages prior to receipt. Once modules have been shipped from our facilities to the Project site,

- Excavate and construct foundation system
- Install underground utilities to new housing structures
- Deliver modules to site, and install (if delivered to a location different to the site)
- Onsite activities to connect modules (e.g. building envelope, mechanical and electrical, interior architectural elements)
- Project close-out tasks (e.g. final clean, inspections, deficiency correction, training and testing)
- Overall Total Project Completion

Installation & Completion of Site Work

Britco's Project Manager and Site Superintendent, play a key role in field operations as the personnel responsible for monitoring daily progress and adherence to project milestones. For the installation and completion of site work of the Prefabricated Modular Housing for VAHA, Britco will act as the main contractor, and will be oversee all sub-trades and manage the project through occupancy for both options Project Type 1 - Temporary Interim Housing and Project Type 2 - Temporary Long Term Housing. The following steps will be followed:

- Develop a site logistics plan taking into consideration specific characteristics
- Coordinate foundation plan and layout with approved modular design
- Mobilization - Make ready the construction site (e.g. secure fence installation, removal of trees, structures, etc.)

Commissioning & Client Handover

Commissioning during the construction phase involves the interconnection of the structure to utilities (electricity, water, gas, and telecommunications) and the verification of those services within the facility. The scope of these interconnections (supplied by others or Britco) and associated roles and responsibilities are determined prior to commissioning. Verification of the all the new systems would be conducted. Services are delivered in accordance with Federal and Provincial laws, regulations and standards. Local by-laws and restrictions, WorkSafe and site-specific safety plans govern all activities in the factory and on the project site.



2.2 Financial Capability

Financial Capability

Britco's Financial Capability can be defined by the following:

- Strong relationship with our senior lender HSBC. HSBC has been our senior lender since 2006 and is closely integrated with the business providing adaptable solutions meet our customer expectations
- Proven expertise in managing working capital requirements of large projects. We have executed over \$500m of construction contracts in the past three years with single project values in excess of \$275m
- Insurance capacity that is significantly above industry requirements
- Bonding facility in place

Innovation Related to Financing:

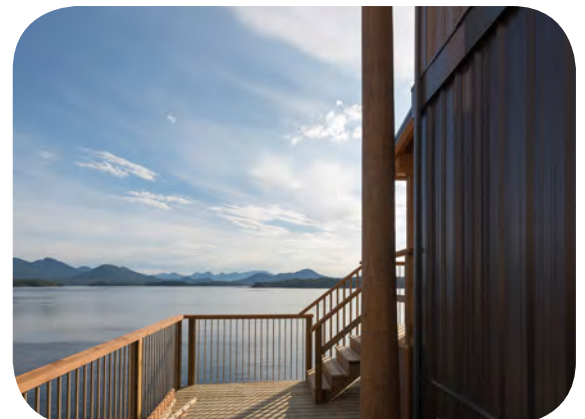
We have worked with our customers on a number of strategies to manage and mitigate project risk they are taking on. We have done this by using security options, performance guarantees, bonding and payment schedules.

Britco has worked with HSBC and other third party financing partners to facilitate financing alternatives for our customers and support them as they seek efficient financing solutions.

Financing Ability:

We have a number of third parties who work closely with Britco to provide financing options to our customers.

Britco has directly financed projects with a value of up to \$1 million (multiple projects combined) and also, Britco has facilitated third party-financing arrangements in projects over \$7 million.



2.3 Key Personnel

Britco's team is well versed in National and BC Building Codes, and has experience designing products to meet stringent project standards. Our proposed team members for the Prefabricated Modular Housing project is comprised of the following key personnel:

Project Team	
Director, Manufacturing	Tim Epp
Project Manager	Rob Fisher or Jason Wood
Designer	Calvin Benson
Quality Assurance/Quality Control Manager	Philip Murphy
Code Consultant	Gage Babcock & Associates
Site Supervisor	Tanner Jonasson or James Woods

Should Britco be the successful proponent, all reasonable efforts will be made to ensure the above team members will be the key personnel for the Prefabricated Modular Housing project. The project team will be fully committed and will also be involved as required throughout the various phases of the project. Please refer to the attached resumes for the team.



Tim Epp - Director, Manufacturing

EDUCATION

Operations Management
Diploma, British Columbia
Institute of Technology

Tim has been with Britco since 2004, starting as a process coordinator, moving to plant superintendent, plant manager and finally to VP of Manufacturing in 2015. Currently he provides oversight and direction to three manufacturing plants in Canada with over 400 employees ensuring consistency of practices and standards between all plants. Lead operational process improvement initiatives and translate corporate strategy into operational objectives.

WORK EXPERIENCE

Current Role

2015 to Present

Responsibilities:

- Planning
 - Anticipate potential risks to accomplishing production objectives and provides mitigating strategies
 - Clearly anticipate the need for change, anticipate benefits and potential impacts, and gain the support of key people to execute change
- Management of People
 - Responsible for developing staff to ensure a pool of talent will be ready to succeed all levels of Plant Management
 - Provide mentorship and guidance and build Plant Management's capacity to lead others
 - Provide insightful and enthusiastic leadership by having a positive attitude and promoting teamwork
 - Support and enforce corporate policies, procedures and business decisions
 - Ensure people policies are applied consistently and equitably
 - Continue to upgrade knowledge and abilities in management best practices
 - Act as a change agent by challenging long-standing principles and paradigms to drive cost reductions and enhance performance
- Management of Production Processes
 - Set production goals and budgets which are aggressive, realistic, and tied to the longer term vision of the firm
 - Ensure sufficient measurement tools are in place to track Plant performance

- Provide expert advice and guidance to Operations Managers on manufacturing best practices
- Undertake process improvement initiatives and reviews production quality and efficiency to ensure production goals are met
- Actively look beyond Britco for best practices and innovative approaches that can be implemented to improve results
- Work with the Safety Manager to achieve the goal of zero safety incidents
- Ensure product quality is consistent with the intended design and desired image

Past Roles

- 2011 to 2015: Britco Structures, Plant Manager
- 2008 to 2011: Britco Structures, Plant Superintendent
- 2004 to 2008: Britco Structures, Process Coordinator

Rob Fisher - Design & Project Manager

CERTIFICATIONS

Global CADD System
- Architectural Desktop
Fundamentals Certificate

Ascent Center for Technical
Knowledge - Architectural
desktop

Certificate of Photography -
Kwantlen Polytechnic University

EDUCATION

Diploma of Technology with
Honours, BCIT

Bachelor of Technology -
Construction Management

Extensive knowledge of all building systems including the application of electrical, mechanical, plumbing and structural design for residential, commercial and institutional projects.

WORK EXPERIENCE

Current Role

1999 to Present

Responsibilities:

- Thoroughly review all project documents, plans, and specifications and establish a Project Tendering Plan that considers all aspects of the project.
- Develop and execute project scope of work, budget and master project schedule with input from subcontractors and stakeholders.
- Ensure all permits, approvals, sub-contracts, agreements and any other required documents are in place prior to project start.
- Establish project meeting schedules that are clearly defined and ensure that meetings are properly recorded and appropriate follow-up is taken.
- Ensure that Britco's Health, Safety and Environment Manual is strictly adhered to and that local rules and regulations and provincial legislative requirements are met.
- Review and establish safe work procedures with employees and sub-contractors prior to initiating work on the site.
- Ensure all suppliers and guests visiting the site receive an appropriate safety orientation.
- Establish project specific QA/QC checklists and review weekly.
- Regularly review and inspect quality of installations to ensure conformance with the contract requirements.
- Complete a project closeout process, internal inspections and punch list.
- Develop and manage a project commissioning and handover plan.
- Ensure timely completion and submission of O & M Manuals and as-built drawings.

Projects or Achievements:

- Devon NEC Corporation - 2-storey, 900 person Dormitories
- Whistler Athletes' Village Lodge and Townhome complex for the 2010 Winter Olympic Games 4-storey, 43,043 sf Lodge, a 2-storey, 20-unit Townhouse Complex and 300 room Temporary Accommodations

Calvin Benson - Manager, Design & Standards

EDUCATION

Ascent Center for Technical
Knowledge - Architectural
Desktop

Heating Ventilating & Cooling
Industry Association of BC -
Quality First HVAC Design

University College of the Fraser
Valley - AutoCAD Computer
Design

University College of the Fraser
Valley - Architectural & Civil
Drafting

WORK EXPERIENCE

Current Role

1989 to Present

Agassix, BC

Responsibilities:

- Responsible for the design portion of major projects
- Developments and direction of company design department

Projects or Achievements:

- Devon NEC Corporation – 2-storey, 900 person dormitories
- Vancouver Organizing Committee for the 2010 Winter Games
- Whistler Athletes' Village Lodge & Townhouse Complex (Permanent)
- Temporary Housing for athletes and officials to be relocated for social housing
- Bema Gold – 600+ man mining camp, Russia
- Victoria Airport Travelodge – 36 Suite, 4-storey hotel addition, BC
- Bank of America – 4,700 sq.ft. bank, WA
- Elk Mountain Resort – 21,000 sq.ft. 2-storey resort lodge, CO
- Westerly View – 37 unit, 2-storey condominium, WA
- Ferguson Simek Clark – 13,000 & 16,000 sq.ft. school facilities, Russia
- Hawaii Job Corps – 11 suite dormitory, Hawaii
- Quinault Beach Resort – 150 suite, 4-storey resort hotel, WA
- Agassiz Seniors' Housing – 17,500 sq.ft. 2-storey seniors' housing, BC
- Eagle Grove – 51,000 sq.ft. 4-storey seniors' apartment & 18 townhomes, BC

Designer - Meeres Construction & Design 1988 to 1989

Responsibilities:

- Responsible for the preparation of working drawings for permit and construction

Philip Murphy - Manager, Corporate Quality Assurance

EDUCATION & CERTIFICATIONS

Bachelor of Science, Honours,
in Construction Management

Master of Science in
Construction Project
Management

Managing Safety in
CONstruction Certificate

Engineers Ireland Concrete
technology Modular Certificate

LEED Green Associate

Philip began his quality management career with one of Ireland's largest contracting firms having graduated with a BSc. (Hons) in Construction Management in 2005. He gained a great depth of project experience while working on projects in the civil, commercial, residential and healthcare sectors. In his time there he implemented, audited and maintained ISO quality management procedures on projects up to the value of \$154 million before completing his Masters in Construction Project Management in 2010, achieving first class honors.

As the Corporate Quality Assurance Manager, Philip develops, manages and improves Britco's quality assurance program to support the company's business objectives. He drives continual process and product improvement throughout the organization and ensures products and processes meet Britco's high standards of quality. In this hands-on leadership position, Philip spearheads and implements new quality programs and develops performance standards and accountabilities to achieve process improvements.

WORK EXPERIENCE

Current Role

2014 to Present

Responsibilities:

- Develop and implement a comprehensive quality management system. Work collaboratively with senior management in setting goals and driving continuous improvement throughout the company.
- Develop a plan to roll out a Quality Assurance program company-wide that will result in driving the culture towards achieving superior standards of quality in everything Britco does.
- Develop a deep understanding of the needs of each department, and continuously refine processes to improve overall quality.
- Ensure superior quality standards and practices are built within the planning, design, procurement, construction and in-field commissioning of the project.
- Work with the quality professionals throughout the company to accomplish goals.
- Enhance Britco's quality policies and procedures, including developing a quality manual that promotes consistent practices to achieve quality goals; ensuring that changes in business methods and products are reflected in procedures.

- Under the direction of the VP, Shared Services, engage customers, partners and suppliers as Britco's representative and subject matter expert regarding quality processes, systems and standards.
- Utilize the feedback loops from customer service, benchmark market data and net promoter scores to refine quality practices.
- Make recommendations on how to address challenges in quality processes and policies.
- Conduct cost-benefit analysis that weigh all relevant factors, including cost of quality, time to market, brand impact, sales forecasts and financial metrics.
- Lead cross functional teams in the development of mitigation plans when quality issues arise.
- Manage the process of Company registration with industry audit and compliance organizations and any other external certifications that are required. Conduct periodic audits to ensure compliance with standards and procedures.
- Work closely with the Director of Supply Chain and other functions to develop and implement a
- Supplier Quality Program that ensures quality standards and specifications are clearly articulated in supplier agreements. Provide standards and specifications for supplier qualification, supplier surveys, first article review, a supplier performance rating system, a supplier audit system, and a means for resolving supplier quality problems.
- Review and enhance systems for monitoring product quality on project sites, including feedback and corrective action and resolution.
- In consultation with Britco's key functional groups, establish policies for engineering standards, product documentation, outside certification and change management to support efficient and timely control over the product development and product execution life cycle.

Past Roles

- 2012 to 2014: **Stuart Olson Dominion Construction LP, Quality Manager**
- 2004 to 2008: **John Paul Construction, Site / Project Engineer**

Tanner Jonasson - Construction Superintendent



EDUCATION, CERTIFICATIONS & SKILLS

Carpenter Red Seal
University College of the
Fraser Valley, Chilliwack BC
Chilliwack BC

Interpret drawings &
specifications
Manage quality control
processes
Leader in Health & Safety
Project scheduling &
execution
Experience in remote
locations & extreme weather
Creative problem solver &
solutions orientated
Knowledgeable of building
codes & best practices
Extensive experience on First
Nations projects
Knowledge in all stages of
construction
Material takeoffs & quantity
estimating

Experienced Construction Superintendent with extensive knowledge & involvement in residential, commercial, light industrial & modular construction.

Current Role

2012 to Present

Britco- Keeyask Infrastructure Project

- Successfully supervise \$207 million dollar project in Northern Manitoba
- Manage over 100 direct hire craft workers & 80 sub trades
- Set over 600 modules without incident
- Create, implement & develop time saving construction processes
- Construct site built buildings as required on both pile & concrete foundations
- Maintain an exemplary safety record
- Work closely with stake holders to maintain their Aboriginal partnerships
- Collaborate closely with designers, engineers & local authorities to find creative solutions to constructability challenges
- Uphold a cooperative & team focused work environment

Britco- Devon Jackfish Lodge

- Maintained Quality Control program
- Lead a crew of diverse trades to complete final building closeout
- Worked closely with Senior Project Manager to complete building turnovers
- Worked closely with owners representative & local authorities to ensure buildings were performed as specified & that the best possible product was delivered

Previous Builders- Various project

- Worked closely with First Nations clients & stake holders
- Initiated Health & Safety Committees, standardized company Safety Procedures & attained Large COR certification
- Successfully managed site based LEED requirements on a LEED Gold project
- Supervised & effectively completed architectural concrete foundations in a correctional facility using largely local First Nations as inmate labour

- Supervised remote First Nations community Hall project requiring the use of barges, batch plants, locally sourced materials & complex logistics
- Gained experience on renovation projects requiring mould, lead & asbestos remediation
- Developed Safe Work Procedures & drafted emergency response plans for remote projects
- Worked closely with geotechnical engineers to find foundation solutions for difficult building sites

Coordinated & managed worker accommodations for a remote project in a small First Nations community

Past Roles

2008-2012

Apprentice carpenter → Safety officer → Junior Superintendent ,
Preview Builders Int., Chilliwack BC

2005-2008

Apprentice Carpenter, Mierau Construction, Abbotsford BC

2003-2005

Tree Planter & Arial Herbicide Layout, Folklore Contracting , Prince
George BC

James Woods- Site Superintendent

SKILLS

Superb management skills
Organized and detail oriented
Blueprint fluency
Safe job site set-up and maintenance

An energetic, self-motivated Construction Manager, consistently involved in all facets of building construction, with an innate ability to lead diverse teams in a safe and progressive work environment, on schedule and within budget.

Current Role

2014 to Present

As Superintendent oversee the day-to-day field operations on the construction site and manage the short-term schedule to ensure projects are completed safely, on schedule, within budget, and meet the highest quality standards. The Superintendent coordinates the activities of all site workers and the use of materials and machinery to ensure a consistent work flow and exploit opportunities for efficiencies.

Responsibilities:

- Ensure the efficient and safe use of labour, materials and machinery in execution of all work.
- Plan, coordinate, execute and record the daily activities of project site work with project staff and subtrades.
- Establish effective onsite communications and progress reporting with subtrades, clients and project management staff.
- Maintain effective employee relations by ensuring compliance with company policies, Employment Standards, employee grievance procedures.
- Assist the Project Manager in developing scheduling and cost control processes to effectively respond to change orders.
- Provide safety leadership and ensure full compliance with Britco's Site Safety Program, OH&S regulations and all company reporting requirements.
- Manage all project administrative activities including time and attendance of own-forces workers, job cost coding for labour, material/equipment orders, purchase order completion and safety reporting requirements.
- Review, record, sign off, track and submit all project documentation compiled from subcontractors, vendors, clients and Britco in accordance with established procedures.

Past Roles

- 2013 to 2014: Assistant Superintendent, Stuart Olson Dominion
- 2013 to 2013: Lead Hand, Pagnotta Industries
- 2009 to 2012: Site Manager, Weslin Construction Ltd.
- 2006 to 2009: Superintendent, Prima Construction Ltd
- 2009 to 2012: Superintendent, Glenman Corporation Ltd.



3. COMPLETED AND CURRENT MAJOR PROJECTS

britco
BUILDING INNOVATION

3.1 BELLA BELLA STAFF HOUSING VANCOUVER COASTAL HEALTH PASSIVE HOUSE

Location: Bella Bella, BC

Project Delivery Method: Factory-built modules delivered to site

Building Type: Modular Building built to Passive House requirements

Construction Contract Amount: \$950,000

Start and Completion Dates: March - December 2015

Client Contact Information:

Doug Spani

Spani Developments

6-5477 Wharf Avenue

Box 164

Sechelt, BC V0N 3A0

604.740.0424 - dougspani@hotmail.com

Description of Project Complexity:

The project consisted of six, two-storey, attached townhomes. Each storey of each townhome was one module, which was prefabricated and finished within Britco's Agassiz factory. The modules were approximately thirty-two feet long and 14 feet wide. Constructing a project with such high standards, in such a remote location would normally prove to be a considerable challenge, at a considerable cost. The lack of skilled labour in the area, along with no experience in Passive House builds locally would likely have resulted in housing that would not meet the stringent certification. However, pre-fabricating the modules within a controlled factory environment enabled Britco to combine the required resources with the right materials, quality controls and correct installation performed both by Britco and project consultants, resulting in a successful Passive House.



3.2 WHISTLER ATHLETES LODGE

Location: Whistler, BC

Date Completed: 2010

Project Value: \$4.3M

Number of modules provided: 59 Modules

Rough dimension of modules provided: 12' x 60'

Name of Contractor: Britco LP

Name of Owner: Vancouver Organizing Committee

Client Contact Information:

Burrowes Huggins Architects

Suite 102, 1628 West 1st Ave

Vancouver, BC V6J 1G1

Mike Huggins (604) 730-8100

Project Description This 43,000 sq. ft., four story building includes 100 bedrooms to house professional athletes from around the world. The project was built to LEED™ Silver standards and is heated through an innovative hydronic system utilizing the District Energy System. This project also won the prestigious international award for the Best Modular Building in North America.

Contractual Relationship: Direct with VANOC



3.3 KEREMEOS INDEPENDENT LIVING

Location: Keremeos, BC

Date Completed: 2010

Project Value: \$ 1.0M

Number of modules provided: 16 Modules

Rough dimension of modules: 14' x 43'

Name of Contractor: Scuka Construction

Name of Owner: BC Housing

Client Contact Information:

BC Housing

Suite 1701 - 4555 Kingsway

Burnaby, BC

Martin Austin (604) 433-1711

Project Description: This 9,600 sq. ft., single story building consists of sixteen, one-bedroom suites, for a senior's Independent Living complex.

Contractual Relationship: Supplied modules to contractor.



3.4 OLYMPIC LEGACY AFFORDABLE HOUSING

Location of Project: Chilliwack, Enderby, Saanich, Sechelt and Surrey

Date Completed: 2011

Project Value: \$5M (Total – 5 sites)

Number of modules provided: 18 Modules

Rough dimension of modules provided: 12' x 60'

Name of Contractor: Heatherbrae Construction

Name of Owner: BC Housing

Client Contact Information:

BC Housing

Suite 1701 - 4555 Kingsway

Burnaby, BC

Martin Austin (604) 433-1711

As part of an innovative Olympic Legacy Affordable Housing project, Britco partnered with the Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games and BC Housing to design and manufacture temporary accommodations used by almost 600 officials in Whistler Athletes' Village during the Winter Olympics. After the Games, the units were disassembled and relocated to five communities across British Columbia where they were reconfigured as permanent social housing facilities. The picture below is an example of the project in Chilliwack. This is a 28,000 sq. ft. four story building has a mix of office and recreational space in the lower floor, while the upper floors offer thirty-three, one and two bedroom suites. The project exceeded EnerGuide™ 80 guidelines and it was awarded the 2011 MBI Award for Permanent Commercial Housing and The Judge's Choice Award for Best Modular Building in North America.

Contractual Relationship: Supplied Modules to Contractor.



3.5 WHISTLER VILLAGE TOWNHOUSES

Location of Project: Whistler, BC

Date Completed: 2010

Project Value: \$3.5M

Number of modules provided: 56 Modules

Rough dimension of modules provided: 14' x 60'

Name of Contractor: Britco LP

Name of Owner: Vancouver Organizing Committee

Client Contact Information:

Burrowes Huggins Architects

Suite 102, 1628 West 1st Ave

Vancouver, BC V6J 1G1

Mike Huggins (604) 730-8100

Project Description: This 27,000 sq. ft. townhouse complex consists of two four-plexes and 2 six-plexes, each with two or three bedroom apartments.

Contractual Relationship: Direct with Vancouver Olympic Committee (VANOC)



3.6 Capacity

With three manufacturing facilities, Britco has the capacity to produce 180 modules per month (at a peak production rate) please see table below:

<i>Facility</i>	<i>Modules per Month</i>
Agassiz	80
Penticton	60
Edmonton	40

Britco is capable of accelerating the production process if early delivery/installation of modules is required by utilizing one of our other manufacturing facilities therefore addressing VAHA's need to enable early delivery of the modules, if required.

3.7 Current Major Projects

Our current factory schedule would allow us to begin module manufacturing in April 2016. Some of the projects Britco is currently working on are:

- **Saskatchewan Power Corp - Construction Services Trailers**

Contract Value \$346,174

Percentage Complete: 64%

- **Secure Energy Services Inc. - 24X40**

Mudroom Contract Value: \$150,450

Percentage Complete: 78%

- **Securiguard Services Ltd. - Security Offices**

Contract Value: \$603,100

Percentage Complete: 70%

- **SemCams c/o Solaris MCI - Office Unit**

Contract Value: \$98,270

Percentage Complete: 98%

- **Richvan Holdings Ltd.- New Scale Office**

Contract Value: \$69,824

Percentage Complete: 10%

We are also in the final stages of completing two of the largest projects Britco has embarked on:

1. Phase II of the Keeyask Generating Station Infrastructure Project for Manitoba Hydro consisting of 1,500 dorm rooms scheduled to be completed by April 2016 and with a contract value of \$101 million. Britco also completed the Phase I between 2012-2014 which consisted of 500 dorm rooms for a 2,000 person Construction Camp including site work, water and waste water treatment & pre-engineered structures. Contract value for Phase I was of \$165 million.
2. On December 2015, Britco completed the Pike Project for Devon Energy – Britco completed in factory production of 12 three storey dorm wings for the Devon Pike Project in Northern Alberta. The scope included the design, manufacture, foundations, installation, and commissioning of 1,600 beds for the project site. Contract value for this project was \$47 million.





4. CONFLICTS COLLUSION LOBBYING

britco
BUILDING INNOVATION

4.1 Conflicts/Collusion/Lobbying Statement

With regards to Section 7.0 titled "Conflicts; Collusion; Lobbying" of the RFQ No. PSVAHA 2016-01 Britco would like to declare the following:

Conflicts of General Interest

- None of Britco's employees, partners, directors is an elected official or employee of the City of Vancouver or the Affordable Housing Agency
- Britco is not related, or doesn't have any business or family relationship with an elected official or employee of the City of Vancouver or the Vancouver Affordable Housing Agency

Former City or Housing Agency Employees

Britco doesn't have any employees, partners, directors who is a former employee/contractor of the City of Vancouver or the Vancouver Affordable Housing Agency. Britco has not obtained information pertaining to this RFQ that has not been made available to the general public.

Other Clients

Britco is not currently supplying products or services to the City of Vancouver or the Vancouver Affordable Housing Agency or to a third party who does.

Collusion

Britco is competing in this RFQ independently and is not entering into a partnership with another party.

Lobbying

Britco doesn't have any officer, director, shareholder, partner, employee or agent who is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America. Furthermore, Britco has not engaged in any form of political or other lobbying whatsoever with respect to this RFQ other than submitting a response.





5. PRICING PROFORMA

britco
BUILDING INNOVATION

SUBMITTAL DATED 02.26.16

RFQ No. PSVAHA2016-01
 SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
 HOUSING
 SCHEDULE 6 - PRICING PROFORMA

PRICING EXERCISE

Respondents should submit a detailed response to the proforma exercises below:

These proforma exercises will assist the Housing Agency in determining each Respondent's knowledge of the costs that are involved in the construction, delivery and installation of modular housing units and can be used to highlight any innovation/creativity to help reduce costs and expedite delivery. Using the following hypothetical information, please complete the following tables for both Project Type 1 and Project Type 2.

1. PRICING FOR PROJECT TYPE 1

At this time no sites have been selected, but for the purposes of this exercise the Respondent is to make the following assumptions:

- Site area - 10,000 square feet, level, gravel, rectangular shaped site;
- 35 self-contained units with washroom and shower facilities in each unit;
- Average size of units is 150 square feet;
- Unit Mix - 75% single bed, 25% double occupancy; and
- Communal Amenity Area of 1250 Square Feet, with office, laundry facilities, and small kitchenette, either repurposed from previous sites or specialty built for this project, providing a link to the modular housing units.

Table 1: Sample Pricing for Modular Housing

Type of Product or Description of Product	Unit of Measurement	Price
Cost for Prefabricated Modular Housing Units	Total Price	s.21(1)
Delivery of Prefabricated Modular Housing Units	Total Price	
Installation of Prefabricated Modular Housing Units including foundations	Total Price	
Installation of sprinklers and sprinkler connections to outside services	Total Price	
Plumbing works including water, waste and sprinkler connection to outside services	Total Price	
Electrical work including connection to outside service, the supply and installation of hard wired smoke and CO2 sensors	Total Price	

RFQ No. PSVAHA2016-01
 SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
 HOUSING
 SCHEDULE 6 - PRICING PROFORMA

Supply and installation of 5lb wall hung Fire extinguishers as required s.21(1)	Each	s.21(1)
Exterior skirting s.21(1)	Total Price	
Demobilization	Total Price	
Price before GST or other applicable taxes	s.21(1)	

Table 2: Sample Pricing for Communal Amenity Area

Type of Product or Description of Product	Unit of Measurement	Price
Cost for Communal Amenity Area, including foundations	Total Price	s.21(1)
Delivery of Communal Amenity Area	Total Price	
Installation of Communal Amenity Area including foundations (if not included above)	Total Price	
Plumbing works including connection of small kitchenette to outside services	Total Price	
Installation of sprinklers and sprinkler connections to outside services	Total Price	
Electrical work including connection to outside services, the supply and installation of interior and exterior lighting, hard wired smoke and CO2 sensors	Total Price	
Supply and installation of 5lb wall hung Fire extinguishers as required s.21(1)	Each	
Exterior skirting	Total Price	
Demobilization	Total Price	
Price before GST or other applicable taxes		

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING
SCHEDULE 6 - PRICING PROFORMA

2. FINANCING FOR PROJECT TYPE 1

FINANCING

The Housing Agency is looking at the possibility of a lease to own arrangement with multiple buyout options. For the lease to own arrangement the Housing Agency requests that the respondents submit what the monthly rate is for the lease as well as the yearly buyout costs on the annual anniversary of the agreement. For the purpose of this proforma for the RFQ the Housing Agency is assuming that the total cost of the modular housing and the community amenity area is \$800,000.00. Please enter the information requested in Table 3.

Table 3: Sample Financing

Total Purchase Price	s.21(1)
Monthly Lease Payment	
Year One Buyout Price	
Year Two Buyout Price	
Year Three Buyout Price	
Year Four Buyout Price	
Year Five Buyout Price	

3. PRICING FOR PROJECT TYPE 2

As explained under Section 1.3 Scope of Work the Housing Agency is looking for the supply of prefabricated modular units with a mix of studios, two and three bedroom units (exact mix and number of units in each development to be confirmed). These developments will need to be built in accordance with zoning, by-law and code requirements and may be multi-level (in accordance with zoning for each site). These units are anticipated to be required in eight months to one year.

At this time no sites have been selected, but for the purposes of this exercise the Respondent is to make the following assumptions:

- Level, rectangular shaped site;

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR HOUSING
SCHEDULE 6 - PRICING PROFORMA

- 100 Units with the unit mix and unit size (Table 4) as set out below;
- Unit Mix - 15% studio, 10% one beds, 25% two beds, 50% three beds;
- Allowance for 300 sq.ft common amenity space; and
- Built to City of Vancouver Building Bylaws.

Table 4: Unit Size

For the purpose of this proforma, the Respondent is to assume the Unit sizes are as per the table below:

Unit Type	Approximate Size in Square Feet
Studio	320
One bed	450
Two bed	650
Three bed	800

Table 5: Sample Pricing for Prefabricated Modular Housing

Based on the information above, and assuming for the purposes of this proforma that the initial build is 100 Units, please complete this table 5 with the options to increase the amounts of units:

Table 5: Sample Pricing for Project Type 2

Type of Product or Description of Product	Unit of Measurement	Sample Price for 100 Units	Sample Price for 250 Units	Sample Price for 500 Units	Sample Price for 1000 Units
Construction of Prefabricated Modular Housing Units	Per Square Foot				
Delivery of Prefabricated Modular Housing Units	Total Price	Please see Amendment #2 for Table 5 Pricing for Project Type 2			
Installation of Prefabricated Modular Housing Units including foundations	Total Price				
Plumbing works including any necessary connection to outside services	Total Price				
Electrical work including the	Total Price				

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 SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
 HOUSING
 SCHEDULE 6 - PRICING PROFORMA

connection to outside services, supply and installation of interior and exterior lighting, hard wired smoke and CO2 sensors		Included	Included	Included	Included
Construction of a communal amenity area	Total Price	Please see Amendment #2 for Table 5 Pricing for Project Type 2			
Demobilization	Total Price				
Price before GST or other applicable taxes					



6. CERTIFICATE OF INSURANCE

britco
BUILDING INNOVATION

SUBMITTAL DATED 02.26.16



RENFREW INSURANCE LTD

#300, 334 - 11th Ave. S.E.
Calgary, Alberta T2G 0Y2
Tel: 403-299-1000 / Fax: 403-266-5177

CERTIFICATE OF INSURANCE

**CERTIFICATE ISSUED TO:
(CERTIFICATE HOLDER)**

Vancouver Affordable Housing Agency
City of Vancouver
453 West 12th Avenue
Vancouver, B.C. V5Y 1V4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE AS HEREIN DESCRIBED HAVE BEEN ISSUED TO THE INSURED NAMED BELOW AND ARE IN FORCE AT THIS DATE.

NAME OF INSURED:

Britco LP

ADDRESS OF INSURED:

100, 20091 - 91A Avenue
Langley, B.C. V1M 3A2

COMMERCIAL GENERAL LIABILITY

LIMIT OF LIABILITY:

\$5,000,000.00 Inclusive Limit for Bodily Injury and/or Property Damage per occurrence including:
- Products & Completed Operations; Aggregate \$5,000,000.00
- Personal & Advertising Injury
- Contractual Liability
- Non-Owned Automobile
Continental Casualty Company

INSURER:

POLICY NUMBERS:

s.21(1)

EFFECTIVE DATE:

June 30, 2015

EXPIRY DATE:

June 30, 2016

UMBRELLA LIABILITY

LIMIT OF LIABILITY:

\$20,000,000.00 Excess over Primary Commercial General Liability and SPF#1 Standard Liability per occurrence

INSURER:

Continental Casualty Company

POLICY NUMBERS:

s.21(1)

EFFECTIVE DATE:

June 30, 2015

EXPIRY DATE:

June 30, 2016

AUTOMOBILE INSURANCE

LIMIT OF LIABILITY:

\$5,000,000.00 Combined Single Limit for Bodily Injury and/or Property Damage per accident

INSURER:

Continental Casualty Company

POLICY NUMBERS:

s.21(1)

EFFECTIVE DATE:

June 30, 2015

EXPIRY DATE:

June 30, 2016

VEHICLES COVERED:

All Owned Vehicles

Where required by contract and applicable by statute, the following are hereby understood and agreed:

Vancouver Affordable Housing Agency is added as an Additional Insured under the Commercial General Liability policy but only as their interests may appear with respect to the operations of the Named Insured.

The insurer will endeavor to mail to the holder of this certificate 30 days written notice of cancellation of these policies

THE INSURANCE AFFORDED IS SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS OF THE APPLICABLE POLICY. THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS ON THE HOLDER AND IMPOSES NO LIABILITY ON THE INSURER. THE POLICIES CONTAIN A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE OR, IN THE CASE OF AUTOMOBILE INSURANCE, CONTAIN A PARTIAL PAYMENT OF LOSS CLAUSE.

DATE: February 3, 2016

BROKER: Renfrew Insurance Ltd.

tyndal Brooks

Authorized Representative



7. DECLARATION OF SUPPLIER CODE OF CONDUCT

britco
BUILDING INNOVATION

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING
SCHEDULE 5 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

SCHEDULE 5 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Purpose: All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The Housing Agency and The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <http://vancouver.ca/policy_pdf/AF01401P1.pdf>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, qualification, expression of interest or quotation to the Housing Agency, or have a plan in place to comply within a specific period of time. The Housing Agency reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorized signatory of **Britco LP**, I declare that I have reviewed the SCC and to the best of my knowledge, **Britco LP** and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (*include all violations/convictions that have occurred in the past three years as well as plans for corrective action*).

Section of SCC / title of law	Date of violation / conviction	Description of violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan
Britco LP has not been involved in any violation of the SCC				

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of **Britco LP**.

Signature:

Name and Title:


Stephen Branch, VP Sales



8. AMENDMENTS

britco
BUILDING INNOVATION

SUBMITTAL DATED 02.26.16



February 17, 2016

**REQUEST FOR QUALIFICATIONS ("RFQ") No.PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY
PREFABRICATED MODULAR HOUSING**

AMENDMENT No. 1

RE: CLOSING DATE CHANGED TO FEBRUARY 26, 2016

Currently Reads:

COVER PAGE

Responses are to be addressed and delivered to the Vancouver Affordable Housing Agency (the "Housing Agency"), C/O: City of Vancouver, 453 West 12th Avenue, Vancouver, British Columbia, Canada, V5Y 1V4, (Courier Delivery and Drop Off is at the Information Desk, Main Floor Rotunda of the same address) and should be received prior to 3:00 p.m., February 19, 2016 Vancouver Time (as defined in Note 3 below), on (the "Closing Time").

Please Change to:

COVER PAGE

Responses are to be addressed and delivered to the Vancouver Affordable Housing Agency (the "Housing Agency"), C/O: City of Vancouver, 453 West 12th Avenue, Vancouver, British Columbia, Canada, V5Y 1V4, (Courier Delivery and Drop Off is at the Information Desk, Main Floor Rotunda of the same address) and should be received prior to 1:00 p.m., February 26, 2016 Vancouver Time (as defined in Note 3 below), on (the "Closing Time").



All other conditions and specifications remain unchanged.

This amendment is to be completed, and attached to your Proposal form.

Britco LP

NAME OF VENDOR

A handwritten signature in black ink is written over a horizontal line. The signature is stylized, with a large, sweeping 'X' or 'Z' shape followed by a horizontal stroke.

SIGNATURE OF AUTHORIZED SIGNATORY

February 23, 2016

DATE



February 22, 2016

**REQUEST FOR QUALIFICATIONS ("RFQ") No.PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY
PREFABRICATED MODULAR HOUSING**

AMENDMENT No. 2

RE: SCHEDULE 6 - PRICING PROFORMA, Table 5

Please change to:

Table 5: Sample Pricing for Project Type 2

Type of Product or Description of Product	Unit of Measurement	Sample Price for 100 Units	Sample Price for 250 Units	Sample Price for 500 Units	Sample Price for 1000 Units
Construction of Prefabricated Modular Housing Units	Per Square Foot	s.21(1)			
Delivery of Prefabricated Modular Housing Units	Total Price				
Installation of Prefabricated Modular Housing Units including foundations	Total Price				
Plumbing works including any necessary connection to outside services	Total Price				
Installation of sprinklers and sprinkler connections to outside	Total Price				



services					
Electrical work including the connection to outside services, supply and installation of interior and exterior lighting, hard wired smoke and CO2 sensors	Total Price	s.21(1)			
Construction of a communal amenity area	Total Price				
Demobilization	Total Price				
Price before GST or other applicable taxes					

All other conditions and specifications remain unchanged.

This amendment is to be completed, and attached to your Proposal form.

Britco LP

NAME OF VENDOR

A handwritten signature in black ink, appearing to be "Britco LP", is written over a horizontal line.

SIGNATURE OF AUTHORIZED SIGNATORY

February 25, 2016

DATE

PROPOSAL TO



February 26th, 2016

RFQ No. PSVAHA2016-01

SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR HOUSING

TO:

Vancouver Affordable Housing Agency
C/O: City of Vancouver
453 West 12th Avenue
Vancouver, BC, V5Y 1V4
Canada

CLOSING TIME:

February 26th, 2016

CONSIDERATION:

Project Type 1 and Project Type 2

CONTACT PERSON:

Chaparral Industries 86 Inc.
Zac Addorisio
3075 Sexsmith Road
Kelowna, BC
V1X 7T1

Office: 250.765.2985

Mobile: 778.875.0701

zac@chaparralbuilt.com

www.chaparralbuilt.com

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**SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED
MODULAR HOUSING**

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SCHEDULE 3 – Format of Response

SCHEDULE 4 – Certificate of Insurance

SCHEDULE 5 – Declaration of Supplier Code of Conduct Compliance

SCHEDULE 6 – Pricing Proforma

SCHEDULE 2 — LETTER OF QUALIFICATION

DATE: February 18th, 2016

TO: The Vancouver Affordable Housing Agency (the "Housing Agency")

RE: REQUEST FOR QUALIFICATIONS - NO. PSVAHA2016-01 (the "RFQ") IN RESPECT OF SELECTING PARTNERS TO SUPPLY PREFABRICATED MODULAR HOUSING

1. Being duly authorized to represent and act on behalf of **Chaparral Industries 86 Inc.**, the undersigned hereby submits the attached Response and supporting materials on behalf thereof.
2. Herein, the term "Respondent" refers to **Chaparral Industries 86 Inc.**
3. The Housing Agency and its representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this Response, and to seek clarification from the Respondent's bankers and clients regarding any financial and experience issues, and to do all other things stated in the RFQ.
4. Capitalized terms used herein have the definitions ascribed thereto in the RFQ.
5. The Housing Agency and its representatives may contact the following persons for further information:

Zac Addorisio | zac@chaparralbuilt.com | 250.765.2985

6. This Response is made with the full understanding and agreement that:
 - (a) any information submitted during qualification may be subject to verification by the Housing Agency, including during evaluation of any subsequent proposal or tender;
 - (b) the Respondent will (and does hereby undertake to) submit a bona fide proposal or tender in relation to the subject matter of the RFQ (and consistent with this Response) if the Housing Agency invites the Respondent to participate in a request for proposals or invitation to tender;
 - (c) the Housing Agency may:
 - (i) amend the scope and description of the goods and services to be procured under the RFQ or any subsequent request for proposals process, including the Site-Specific RFPs, varying them from those described herein, or amend the qualifications that may be required to meet those requirements;
 - (ii) open this process to potential proponents other than the grouping of Pre-Qualified Respondents contemplated by the RFQ;
 - (iii) determine which City-owned sites targeted for the installation of prefabricated modular housing will be subject to Site-Specific RFPs as contemplated by this RFQ and which may be subject to a separate procurement process;
 - (iv) reject or accept any or all Responses;



- (v) cancel the RFQ process and reject all Responses;
 - (vi) cancel the RFQ process and commence a new process in respect of the same request for proposals with the same or an amended set of documents, information or requirements;
 - (vii) request that any Respondent to provide additional information, clarifications or goods samples or demonstrations, without requesting the same from all Respondents;
 - (viii) terminate the RFQ process and enter into direct negotiations with any party whether or not a Respondent; or
 - (ix) at any time during the RFQ Term and for any reason whatsoever, including as a result of any review of the Housing Agency's Board, terminate the RFQ and cease restricting eligibility for Site-Specific RFPs to Pre-Qualified Respondents.
- (d) neither the Housing Agency nor the City of Vancouver will not be liable in any way whatsoever for any actions described under 4(c) of this letter.
7. The Respondent confirms and warrants that the information disclosed in the section of its Response titled "Conflicts; Collusion; Lobbying" is a complete and accurate response to Section 7.0 of the RFQ.
8. The Respondent acknowledges and agrees that the RFQ Documents are, in no way whatsoever, an offer to enter into an agreement except on the limited terms and conditions expressly stated in this letter, and submission of this Response by the Respondent does not in any way whatsoever create any obligation on the part of the Housing Agency to treat the Respondent's or any other respondent's Response in any particular manner or undertake the Housing Agency's RFQ process in any particular manner (except as expressly stated below in this letter with respect to confidentiality).
9. The Respondent acknowledges and agrees to the information disclaimers and other terms and conditions set forth in the RFQ.
10. Except only and to the extent that the Housing Agency is in breach of Section 11 of this letter, the Respondent now releases the Housing Agency, the City of Vancouver and their respective directors, officials, agents and employees from all liability for any costs, damages or losses incurred in connection with the RFQ, including any cost, damages or losses in connection with:
- (a) any alleged (or judicially determined) breach by the Housing Agency or its directors, officials, agents or employees of any obligation or duty under the RFQ;
 - (b) any unintentional tort of the Housing Agency or its directors, officials, agents or employees occurring in the course of conducting the RFQ; or
 - (c) the manner in which the Housing Agency: reviews, considers, evaluates or negotiates any Response; addresses or fails to address any Response; or resolves to enter into any contract or not enter into any contract.
11. Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the Housing Agency's right to publicly disclose information about or from any Response, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFQ, the Housing Agency will treat the Response (and the Housing Agency's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.



12. The Respondent acknowledges receipt of the following amendments and addenda (if applicable);

Amendment/Addendum No. 1

Date: February 17, 2016

Amendment/Addendum No. 2

Date: February 22, 2016

Amendment/Addendum No

Date:

13. Any dispute relating to the RFQ (except to the extent that the Housing Agency breaches Section 11 above) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:
- (a) The arbitrator will be selected by the Housing Agency;
 - (b) Section 10 of this letter, and the other provisions hereof, will apply; and
 - (c) The Respondent will bear all costs of the arbitration.
14. The Respondent (a) has read, understands and agrees to the terms and conditions in this letter, (b) has had an opportunity to seek legal counsel and (c) affirms that the statements made in its Response are true and correct in every detail.

Respondent Name(s):

CHAPARRAL INDUSTRIES 86 INC

Signature:



Date:

2/26/16

Name of Signatory:

Zac Addorizio

Title of Signatory:

SALES MANAGER

Mailing Address:

3075 SEXSMITH ROAD

KELOWNA, BC V1X 7T1

Telephone No.:

250-765-2985

Fax No.:

Key Contact Person:

Zac Addorizio

E-mail:

zac@chaparralbuilt.com

GST Registration No.:

100917475 RC0001

Date and Jurisdiction of

Incorporation:

MAY 27, 1986, BC

City of Vancouver

WorkSafeBC Registration

359442

Business License No.
(or, if available, Metro
West Inter-Municipal
Business License No.):

No.:

63813

SCHEDULE 3 – FORMAT FOR RESPONSE

RFQ No. PSVAHA2016-01

SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR HOUSING**CORPORATE EXPERIENCE**

Chaparral Industries 86 Inc. is an incorporated company. The Company is family owned and has been in the pre-fabricated/modular manufacturing business for over 40 years. Our production facility is approximately 40,000 sq/ft in size. Our average annual sales volume is \$6,000,000. Chaparral has no history of litigation or claims during the three years immediately prior to the Closing Time.

Client References:

Martin Austin
Manager Construction Services
Development Services, BC Housing
1701 - 4555 Kingsway
Burnaby, BC, V5H 4V8
778.452.2718
maustin@bchousing.org

James Munro
Director, Regional Development
BC Housing
604.456.8873
jmunro@bchousing.org

Janice Perrino, CFRE
Executive Director - South Okanagan Similkameen
Medical Foundation
550 Carmi Avenue
Penticton, B.C. V2A 3G6
250.492.9077
janice.perrino@interiorhealth.ca

Kevin Bowman
Territorial Sales Manager
ATCO Structures & Logistics Ltd.
982 Boundary Road
Prince George, BC V2N 5T2
250.561.2255
kevin.bowman@atcosl.com

CORPORATE CAPABILITY

Chaparral Industries 86 Inc. is a modular manufacturer based in Kelowna, BC. Chaparral has a combined management and plant staff averaging 15 - 35. This is made up of a staff of the following key positions: Sales Team, Administration, Estimating, Purchasing, Design, Plant Management, and Production Staff. Please see Appendix A for all resumes of key staff.

In terms of Chaparral's capability to undertake the roles and responsibilities described in this RFQ, we are confident that we can meet the needs of this proposal. From a financial perspective, Chaparral has a long-standing financial relationship with BMO, and we expect full support from BMO with this initiative. One of the reasons Chaparral has remained in business for over 40 years is due to our strict adherence to systematic estimating and purchasing procedures, and therefore our monetary procedures have contributed to our financial success over the years. In addition, our ability to execute projects on time and on budget has allowed us to retain clients and garner a solid reputation in the industry, while maintaining fiscal health.

In terms of Chaparral's experience in higher volume projects such as this one, we have successfully completed many projects where volumes were high. Chaparral has manufactured, delivered and set-up single family and multifamily projects in all regions of BC and Alberta. In addition, we have supplied residential and commercial developments in higher volumes all over the province. This includes major projects for BC Housing, Interior Health Authority (IHA), and ATCO Structures and Logistics, as well as many other organizations.

In terms of workload capacity, and capacity to undertake a potential project such as this one, Chaparral has been successful in planning and scheduling projects to meet the demands of our clients, and we would look at this project in the same regard. We are confident in our ability to determine what our capacity demands are, and therefore we are working under the assumption that once the final designs and scopes of work are determined, then we could accurately determine what our production capacity would be. We would not put ourselves or our clients in a capacity situation that would adversely affect the outcomes.

COMPLETED AND CURRENT MAJOR PROJECTS

Below is a list of three relevant projects, and one current project for 2016:

1. BC Housing – Seniors' Rental Housing Initiative

Chaparral Industries was awarded the manufacturing contract for 44 modular Seniors' Rental Housing units. Chaparral manufactured and delivered 44 units to various towns in BC as part of a large housing initiative by BC Housing. This project was high volume in nature, and Chaparral successfully completed it on time and on budget. The project value was \$2,000,000.00. The Project was completed in 2010/2011.

2. ATCO Structures & Logistics – Workforce Housing Project

Chaparral Industries was awarded a manufacturing contract in 2012 valued at approximately \$5,000,000.00. The scope of work was to manufacture 56 modular units for a remote living quarters in Kitimat, BC. This project was high volume in nature, and Chaparral completed it on time and on budget.

3. Interior Health Authority (IHA) – Intern Residence

Chaparral Industries successfully manufactured and delivered a modular Intern Residence for the Penticton Regional Hospital. This project was manufactured in 2015 and was valued at approximately \$225,000.00. This project involved coordination with many different stakeholders, and Chaparral successfully completed this project on time and on budget.

4. Barnard's Village, Residential Housing Development

Chaparral Industries is currently the exclusive manufacturer in a modular residential development in Vernon, BC. The project consists of 77 modular homes and has an estimated value of \$12,000,000.00

APPENDIX A - Resumes of Key Staff

February 25th, 2016

RFQ No. PSVAHA2016-01

**SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED
MODULAR HOUSING**

Jim Pushor

727 Glenburn St.
Kelowna, BC V1Y 4G4
PH: (250) 448-4872
CELL: (250) 215-8686

RELEVANT WORK HISTORY

- 2005 – Present CHAPARRAL INDUSTRIES (86) INC., Kelowna, BC
Owner / Operations Manager / Estimator
- *Co-Owner of Chaparral Industries (86) Inc.*
 - *Operations Manager for Chaparral Industries (86) Inc*
Managing operations of production, including plant, material management and administration staff at production facility.
- 1999-2005 Employed as an Occupational Therapist
- *Consulted in environmental design and accessible housing for seniors and people with disabilities*
 - *Other areas of focus included: assistive technology, neurology, and pediatrics*

EDUCATION

- 1999 University of Alberta
BSc, Occupational Therapy
- 1996 Huntington University, Indiana
BSc, Major in Biology

JOHN PUSHOR

1122 Stockwell Avenue
Kelowna, BC V1Y 6W6
PH: (250) 448-5171
CELL: (250) 859-0539

RELEVANT WORK HISTORY

2005 – Present

CHAPARRAL INDUSTRIES (86) INC., Kelowna, BC
Owner / Project Manager / Sales Manager

- *Co-Owner of Chaparral Industries (86) Inc.*
- *Project Manager for Residential and Commercial projects*
 - overseeing all aspects of production, transportation, and modular set-up on site
 - coordinating in-plant and on-site trades people
 - ensuring all deadlines are met
 - coordinating all aspects of warranty work
- *Sales Manager for all Residential and Commercial sales staff*
 - managing and directing sales staff
 - sourcing new leads in residential and commercial markets
 - working with developers to implement Chaparral's product

EDUCATION

2002

University of Victoria
Bachelors Degree in Arts, Major in Sociology

1994

Okanagan Mission Secondary School
High School Diploma

Resume – Steven Miller

Education

Architectural Drafting and Design Certificate

British Columbia Institute of Technology

2002-2003

Burnaby, B.C.

- Computer applications: Autocad 2002, Microsoft Word, Power Point and Vector Works Architect
- Codes & Regulations: BC Building Code – Part/s 3 & 9, Zoning Bylaws
- Planning and Urban Design: Space planning
- Construction Materials & Assemblies: CSI Master Format, Typical foundation details, Wall/Window/Door Sections
- Architectural Graphics: Rendering

1st Year of Engineering Design and Drafting Technology

University College of the Cariboo

2000-2001

Kamloops, B.C.

- Basic Cad: AutoCad 2000, Architectural Desktop 2000
- Building Services Technology: Plumbing, Electrical, and Lighting layout
- Civil Technology: Subdivision Mapping
- Building Technology: Wood Frame Construction, BC Building Code – Part 9
- Construction Surveying

Certificate of Competence –Alberta Building Code, Part 10

Relocatable Industrial Accommodation

Alberta Municipal Affairs

2006

Kelowna, B.C.

Work Experience

Design/ QC Manager/ Line Inspector

Chaparral Industries (86) Inc

2004-Present

Kelowna, B.C.

- Oversees all functions of Design department
- Co-ordination of Engineering Consultants when required
- Production of Sales and Production drawings using Autocad Architectural 2009
- Creation and maintenance of standard working drawings for Company Detail Manual
- Maintenance of Company Computer Aided Design System ie: development and maintenance of Cad standards, File back-ups
- Establishing and maintaining an information library ie: standard details, engineered drawings, fixture specifications
- Research and development of new and innovative building materials and methods
- Junior Estimator
- Line Inspector

Architectural Technologist

May to Oct 2003

E-Atelier Architecture Inc.

Vancouver, B.C.

- Production of Cad drawings for Proposed Sub-divisions, Renovations, Restaurant layouts
- Preparation of Permit Packages
- Consulting with Developers on Architectural Guidelines

James Anderson

550 Sumac Road East
Kelowna, BC V1X 4V1
Phone: 250.491.4093

Objective

To obtain a challenging position where I may apply my extensive experience and interpersonal skills to further my growth, while positively contributing to a dynamic organization.

Education

- 2007 Production & Inventory Management Certificate Pgm**
Okanagan University College, Kelowna BC
Basics of Supply Chain Management
Master Planning of Resources
Detailed Scheduling and Planning
Execution & Control of Operations
Strategic Management of Resources
- 2007 APICS Strategic Management of Resources Exam**
Okanagan University College, Kelowna BC
Passed the first of five tests required for CPIM designation
- 1987 Grade 12 High School Diploma**

Professional Experience

- 1998 – Present Chaparral Industries**
Supply Chain Manager
Engage in every facet of the business process – planning, purchasing, production, transportation, storage & distribution, & customer service
Development, selection and management of suppliers who support lean manufacturing processes
Development and selection of efficient transportation & distribution practices
Develop material costs forecasts or standard cost lists.
Implement new or improved supply chain processes
Define performance metrics for measurement, comparison, or evaluation of supply chain factors, such as product cost or quality
- 1998 – 2011 Always On UPS Systems**
Purchasing Manager
Extensive liaison & interviewing of vendors regarding prospective materials, equipment and supplies to determine terms/conditions of sales and product availability
Provided direct supervision and coordination of staff members in relation to buying, selling, distribution of materials, equipment, machinery and supplies
Preparation and processing of requisitions and purchase orders for

supplies and equipment
Development of specifications of equipment, products and substitute materials
Administration of the computerized and on-line purchasing systems
Record maintenance of ordered and received product
Arranged disposal or surplus materials

2007 – Materials Manager

Responsible for supplier negotiations, purchases and administrative duties including contracts
Involved in procurement of all raw materials and shop supplies
Sourcing and qualification of new vendors
Ensured adherence of work orders to engineering specifications prior to them being sent to production, as well as billing of materials
Maintenance and accuracy of all material and inventory data input to ERP computer system
Conducted regular cycle counts, and identification of any issues
Organization and implementation of annual physical inventory with identification and resolution to variances

2003 – ISO Project Manager

Appointed ISO Project Manager for ISO Certification process and responsible for overall ISO system management
ISO auditing
Form instruction, and procedure control
Maintenance plan management

1998 – Warehouse Manager

Supervision of warehouse staff
Shipping and receiving
Inventory management
Q&A packaging
Importing/exporting
Customs clearance
Forklift operation

1993 – 1998

Royal Aluminum

Roofing Crew Foreman

Supervision of staff and staff scheduling
Material preparation
Roofing including use of aluminum and shingles

Specialized Training / Certificates

Business Development Canada – ISO Certification Training

Terry Mitchell

WORK HISTORY

- | | |
|----------------|--|
| 2010 – Present | CHAPARRAL INDUSTRIES (86) INC. Kelowna, BC
Production Foreman <ul style="list-style-type: none">- Planning, organizing and directing production personnel efficiently to meet schedules and deadlines.- Training and developing employees in safe working procedures and plant safety, co-chair safety committee meeting (monthly).- Develops and recommends company quality control strategy and implements approved strategy. |
| 1992 – 2008 | WEST COAST LEISURE HOMES, Penticton, BC
Operations Manager |
| 1975 – 1991 | OKANAGAN MANUFACTURERS, Penticton, BC
Tradesman/Labourer |

EDUCATION

- | | |
|------|--|
| 1978 | Production/Tradesman Certification, Okanagan Manufacturers |
| 1988 | JIT Production Management |

**ZAC ADDORISIO**

#206 - 2470 Tuscany Drive
West Kelowna, B.C.
V4T 3G8, Canada

T: 778.875.0701

zaddorizio@gmail.com

PROFILE

I am a skilled, professional and creative team leader who strives to achieve the best in customer service standards and sales.

EXPERIENCE

**Board of Directors - Treasurer | Manufactured Housing Association of BC
Kelowna, BC | October 2014 – Present**

**Sales & Marketing Manager | Chaparral Industries Inc.
Kelowna, BC | August 2014 – Present**

**District Sales Manager | Sears Home Services (SHS Services Management)
Vancouver Island / BC Interior, BC | October 2009 – December 2013**

- Recruited, led and motivated a home improvement commission sales force of 15 -20 and 10 Lead Developers.
- Achieved combined annual sales of \$7,000,000 in the roofing, window /door, window covering, HVAC and carpet business.
- Exceeded close ratio targets by 5% for two consecutive years.
- Developed, implemented and monitored plans to ensure a high level of associate engagement while maintaining payroll control.
- Grew existing customer base annually through fundamental sales practices: networking, self- generating leads, prospecting and local marketing strategies.
- Launched new business development within the territory through new services and locations.
- Held responsible for training over 50 sales associates and managers over four provinces on new sales processes.

**Vice President | Racing The Planet Ltd.
Hong Kong, China | February 2006 - September 2009**

- Responsible for all aspects of the annual 4 Deserts series, which is now widely recognized as the most prestigious footrace series in the world. TIME magazine ranked the 4 Deserts series as one of the Top Ten Endurance Events in the world for two consecutive years.
- Hired, led and trained over 100 contractors on all seven continents in developing, maintaining and assisting in organizing the prestigious events.
- Led a management team of six in our HQ and 10 representative offices in Brazil, Chile, China, Denmark, Germany, Italy, Japan, South Korea, South Africa and Spain.
- Create business plan and strategy for the launch of our online retail division. www.racingtheplanet.com
- Sourced and market our private brand of clothing and gear.
- Fiscally responsible to ensure the events remained profitable for the organization and the Board of Directors.
- Ensured the safety of over 150 competitors per event.

**ZAC ADDORISIO**

#206 - 2470 Tuscany Drive
West Kelowna, B.C.
V4T 3G8, Canada

T: 778.875.0701

zaddoriso@gmail.com

**District Installation Manager | Sears Canada Inc.
Alberta North, AB | February 2003 – January 2006**

- Directed, managed and marketed the Home Improvement business (window, doors, roofing, HVAC, window coverings, carpets, etc.) for Alberta North.
- Established goals and budgets, performance management, offered direction to associates and contractors to support Sears Mission, Vision, and Values.
- Accountable for reviewing all operations to ensure a high level of quality and excellence in customer service.
- Identified opportunities to reduce costs, improve productivity and establish new business and increased profitability. Successfully achieved Gross Profit targets for three consecutive years.
- Responsible for monitoring current business activities and identify trends in the market including available skills, labor costs, customer requirements, government regulations, etc.
- Led an administrative support team of 15 and also a home improvement installer base of 28–33 authorized Sears Installers.
- Worked directly with the District Sales Manager and exceeded their sales targets for two consecutive years.

ACHIEVEMENTS

- Director of Operations Events for RacingThePlanet Ltd. 2005 - 2006, on a contract basis. RacingThePlanet Ltd. is an international outdoor lifestyle brand based in Hong Kong. It is a global leader in organizing some of the world's most prestigious outdoor events including the 4 Deserts which is a series of 7-day foot races across the world's largest and most forbidding deserts. These events include the Gobi March in China, the Atacama Crossing in Chile, the Sahara Race in Egypt and The Last Desert in Antarctica
- A member of the International Organizing Committee for the 2001 IAAF World Track & Field Championships. Co-chairman for Flags & Protocol, World Athletic Day and Welcome Bags for media, athletes and dignitaries.
- Competed in the world's toughest marathon, the Marathon des Sables. A 7-day, 250 km self-sufficient foot race through the Sahara Desert. Completed as an awareness campaign for the Canadian Down Syndrome Society.
- Have participated and organized numerous charitable fundraisers. Most recently participated in the "A Great BIG Run For Africa", a 100km run to raise funds & awareness for *Partners in the Horn of Africa*.
- Successfully completed nine marathons.

EDUCATION

- University of Alberta: presently completing the Management Development Program with CIM Designation.
- University of Alberta Faculty of Extension 2007: Operations Management, Business Management
- Numerous sales, marketing, leadership and customer service courses.
- Most recently completed conflict resolution, art of negotiations, risk and time management seminars

SCHEDULE 4 – CERTIFICATE OF EXISTING INSURANCE

February 25th, 2016

RFQ No. PSVAHA2016-01

**SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED
MODULAR HOUSING**

CSIO

CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer.
This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS

To Whom It May Concern

2. INSURED'S FULL NAME AND MAILING ADDRESS

Chaparral Industries (86) Inc

3075 Sexsmith Road

POSTAL
CODE

Kelowna

British Columbia

POSTAL
CODE

V1X 7T1

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

Manufacture and Repair of Modular Homes

4. COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> CROSS LIABILITY <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION <input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES <input checked="" type="checkbox"/> HIRED AUTOMOBILES	Intact Insurance - s.21(1)	2015/09/02	2016/09/02	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE - EACH OCCURRENCE PRODUCTS AND COMPLETED OPERATIONS AGGREGATE <input checked="" type="checkbox"/> PERSONAL INJURY LIABILITY OR <input type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY MEDICAL PAYMENTS TENANTS LEGAL LIABILITY POLLUTION LIABILITY EXTENSION	s.21(1)	
	Intact Insurance - s.21(1)	2016/09/02	2016/09/02	NON OWNED AUTOMOBILE		
				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
				BODILY INJURY (PER PERSON)		
				BODILY INJURY (PER ACCIDENT)		
				PROPERTY DAMAGE		
				EACH OCCURRENCE		
				AGGREGATE		
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES** ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER LIABILITY (SPECIFY) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>						

5. CANCELLATION**6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS**

Capri Insurance Services Ltd.

100-1500 Hardy Street

Kelowna

BC

POSTAL
CODE

V1Y 8H2

BROKER CLIENT ID: CHAPA-1

POSTAL
CODE**7. ADDITIONAL INSURED NAME AND MAILING ADDRESS**
(but only with respect to the operations of the Named Insured)**8. CERTIFICATE AUTHORIZATION**

ISSUER Capri Insurance Services Ltd.

CONTACT NUMBER(S)

TYPE Main NO. (250) 869-3999

TYPE Fax

NO. (250) 860-1213

AUTHORIZED REPRESENTATIVE Charlotte Denman

TYPE NO.

TYPE NO.

SIGNATURE OF
AUTHORIZED REPRESENTATIVE

DATE February 15, 2016

EMAIL ADDRESS cdenman@capri.ca

SCHEDULE 5 – DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

RFQ No. PSVAHA2016-01

SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR HOUSING

DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Purpose: All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The Housing Agency and The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <http://vancouver.ca/policy_pdf/AF01401P1.pdf>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

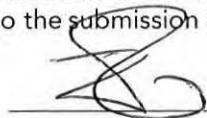
Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, qualification, expression of interest or quotation to the Housing Agency, or have a plan in place to comply within a specific period of time. The Housing Agency reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorized signatory of **Chaparral Industries 86 Inc.** (vendor name), I declare that I have reviewed the SCC and to the best of my knowledge, **Chaparral Industries 86 Inc.** (vendor name) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action).

Section of SCC / title of law	Date of violation / conviction	Description of violation / conviction	Regulatory / adjudication body and document file	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of **Chaparral Industries 86 Inc.** (vendor name).

Signature:



Name and Title:

Zac Addorisio – Sales Manager

SCHEDULE 6 – PRICING PROFORMA – Project Type 1

RFQ No. PSVAHA2016-01

SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED
MODULAR HOUSING

ASSUMPTIONS FOR PROJECT TYPE 1

s.21(1)



Table 1 – Sample Pricing for Modular Housing including Communal Amenity Area

s.21(1)



s.21(1)



ASSUMPTIONS - FINANCING FOR PROJECT TYPE 1

s.21(1)



RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING
SCHEDULE 6 - PRICING PROFORMA

SCHEDULE 6 - PRICING PROFORMA

PRICING EXERCISE

Respondents should submit a detailed response to the proforma exercises below:

These proforma exercises will assist the Housing Agency in determining each Respondent's knowledge of the costs that are involved in the construction, delivery and installation of modular housing units and can be used to highlight any innovation/creativity to help reduce costs and expedite delivery. Using the following hypothetical information, please complete the following tables for both Project Type 1 and Project Type 2.

1. PRICING FOR PROJECT TYPE 1

At this time no sites have been selected, but for the purposes of this exercise the Respondent is to make the following assumptions:

- Site area - 10,000 square feet, level, gravel, rectangular shaped site;
- 35 self-contained units with washroom and shower facilities in each unit;
- Average size of units is 150 square feet;
- Unit Mix - 75% single bed, 25% double occupancy; and
- Communal Amenity Area of 1250 Square Feet, with office, laundry facilities, and small kitchenette, either repurposed from previous sites or specialty built for this project, providing a link to the modular housing units.

Table 1: Sample Pricing for Modular Housing

Type of Product or Description of Product	Unit of Measurement	Price
Cost for Prefabricated Modular Housing Units	Total Price	s.21(1)
Delivery of Prefabricated Modular Housing Units	Total Price	
Installation of Prefabricated Modular Housing Units including foundations	Total Price	
Installation of sprinklers and sprinkler connections to outside services	Total Price	
Plumbing works including water, waste and sprinkler connection to outside services	Total Price	
Electrical work including connection to outside service, the supply and installation of hard wired smoke and CO2 sensors	Total Price	

RFQ No. PSVAHA2016-01
**SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING**
SCHEDULE 6 - PRICING PROFORMA

Supply and installation of 5lb wall hung Fire extinguishers as required	Each	s.21(1)
Exterior skirting	Total Price	
Demobilization	Total Price	
Price before GST or other applicable taxes		s.21(1)

Table 2: Sample Pricing for Communal Amenity Area

Type of Product or Description of Product	Unit of Measurement	Price
Cost for Communal Amenity Area, including foundations	Total Price	\$
Delivery of Communal Amenity Area	Total Price	\$
Installation of Communal Amenity Area including foundations (if not included above)	Total Price	\$
Plumbing works including connection of small kitchenette to outside services	Total Price	\$
Installation of sprinklers and sprinkler connections to outside services	Total Price	\$
Electrical work including connection to outside services, the supply and installation of interior and exterior lighting, hard wired smoke and CO2 sensors	Total Price	\$
Supply and installation of 5lb wall hung Fire extinguishers as required	Each	\$
Exterior skirting	Total Price	\$
Demobilization	Total Price	\$
Price before GST or other applicable taxes		\$

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING
SCHEDULE 6 - PRICING PROFORMA

2. FINANCING FOR PROJECT TYPE 1

FINANCING

The Housing Agency is looking at the possibility of a lease to own arrangement with multiple buyout options. For the lease to own arrangement the Housing Agency requests that the respondents submit what the monthly rate is for the lease as well as the yearly buyout costs on the annual anniversary of the agreement. For the purpose of this proforma for the RFQ the Housing Agency is assuming that the total cost of the modular housing and the community amenity area is \$800,000.00. Please enter the information requested in Table 3.

Table 3: Sample Financing


Total Purchase Price	\$800,000
Monthly Lease Payment	s.21(1)
Year One Buyout Price	
Year Two Buyout Price	
Year Three Buyout Price	
Year Four Buyout Price	
Year Five Buyout Price	

3. PRICING FOR PROJECT TYPE 2

As explained under Section 1.3 Scope of Work the Housing Agency is looking for the supply of prefabricated modular units with a mix of studios, two and three bedroom units (exact mix and number of units in each development to be confirmed). These developments will need to be built in accordance with zoning, by-law and code requirements and may be multi-level (in accordance with zoning for each site). These units are anticipated to be required in eight months to one year.

At this time no sites have been selected, but for the purposes of this exercise the Respondent is to make the following assumptions:

- Level, rectangular shaped site;

REVISIONS	NUMBER	DATE	NUMBER	DATE	DWG. DIST.	FLR <input type="checkbox"/>	DIMR <input type="checkbox"/>	PROD <input type="checkbox"/>	COPYRIGHT THIS DRAWING IS THE COPYRIGHT OF CHAPARRAL INDUSTRIES (86) INC. AND SHALL NOT BE USED OR DUPLICATED WITHOUT WRITTEN PERMISSION	VANCOUVER AFFORDABLE HOUSING AGENCY PROJECT 1				SALE1705A1		 CHAPARRAL	
						PLG <input type="checkbox"/>	ELEC <input type="checkbox"/>	PURC <input type="checkbox"/>		DRAWN BY:	SALES:	ESTIMATE	CHK'D BY:	ISSUED:	SCALE		AREA:
						DIMW <input type="checkbox"/>	HTG <input type="checkbox"/>	P/A <input type="checkbox"/>						02/15/16	3/32"=1'-0"		9250 Sq/Ft
						DIMP <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>									

SCHEDULE 6 – PRICING PROFORMA – Project Type 2

RFQ No. PSVAHA2016-01

SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED
MODULAR HOUSING

ASSUMPTIONS FOR PROJECT TYPE 2

s.21(1)



Table 1 – Sample Pricing for Project Type 2

s.21(1)



s.21(1)





February 22, 2016

**REQUEST FOR QUALIFICATIONS ("RFQ") No.PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY
PREFABRICATED MODULAR HOUSING**

AMENDMENT No. 2

RE: SCHEDULE 6 - PRICING PROFORMA, Table 5

Please change to:

Table 5: Sample Pricing for Project Type 2

Type of Product or Description of Product	Unit of Measurement	Sample Price for 100 Units	Sample Price for 250 Units	Sample Price for 500 Units	Sample Price for 1000 Units
Construction of Prefabricated Modular Housing Units	Per Square Foot	s.21(1)			
Delivery of Prefabricated Modular Housing Units	Total Price				
Installation of Prefabricated Modular Housing Units including foundations	Total Price				
Plumbing works including any necessary connection to outside services	Total Price				
Installation of sprinklers and sprinkler connections to outside	Total Price				



services					
Electrical work including the connection to outside services, supply and installation of interior and exterior lighting, hard wired smoke and CO2 sensors	Total Price	s.21(1)			
Construction of a communal amenity area	Total Price				
Demobilization	Total Price				
Price before GST or other applicable taxes					

All other conditions and specifications remain unchanged.

This amendment is to be completed, and attached to your Proposal form.

CHAPARRAL INDUSTRIES 86 INC.

NAME OF VENDOR




SIGNATURE OF AUTHORIZED SIGNATORY

2/25/16

DATE

Page 2 of 2

REVISIONS	NUMBER	DATE	NUMBER	DATE	DWG. DIST.	FLR <input type="checkbox"/>	DIMR <input type="checkbox"/>	PROD <input type="checkbox"/>	COPYRIGHT THIS DRAWING IS THE COPYRIGHT OF CHAPARRAL INDUSTRIES (86) INC. AND SHALL NOT BE USED OR DUPLICATED WITHOUT WRITTEN PERMISSION	VANCOUVER AFFORDABLE HOUSING AGENCY PROJECT 2				SALE1707A2		 CHAPARRAL	
						PLG <input type="checkbox"/>	ELEC <input type="checkbox"/>	PURC <input type="checkbox"/>		DRAWN BY:	SALES:	ESTIMATE:	CHK'D BY:	ISSUED:	SCALE:		AREA:
						DIMW <input type="checkbox"/>	HTG <input type="checkbox"/>	P/A <input type="checkbox"/>						02/16/16	1/16"=1'-0'		12100 Sq/Ft
						DIMP <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>									

RFQ No. PSVAHA2016-01

Closing Time: 1:00 p.m. February 25, 2016

ContainerWest Manufacturing Ltd.

11660 Mitchell Rd., Richmond BC V6V 1T7

T: (800)561-9530 F: (604)301-2304

Contact Person: Spencer Lord, EIT

Requesting Consideration for Both Project Types 1 and 2



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Corporate Experience

- ContainerWest Manufacturing Ltd. (“ContainerWest” or “the Company”) is a vertically integrated, limited corporation with approximately 60-70 employees and an annual sales volume of approximately 7 to 10 million dollars. We have complete acquisition, manufacturing, and logistics capabilities, meaning that we can take a project from acquisition to delivery and installation.
- For client references, please refer to attached documents (“Client References”).
- No litigation claims have been made against ContainerWest in the past 3 years.

Corporate Capability

- ContainerWest possesses the required financial capabilities and experience to complete large-scale projects. The Company has a 30,000 square foot shop and a 4,000 square foot warehouse filled with skilled tradesmen (welders, electricians, carpenters, painters, metal workers, etc.) with the knowledge and skill to bring even the most complicated projects to fruition. ContainerWest has the capacity to meet hard deadlines by working on multiple units and multiple projects at once.
- See below for resumes of key personnel:

Dean Olund, P.Eng., MBA, President

Industry experience includes employment with Teck (Bullmoose and Quintette), Placer Dome (Project Development Div), Hatch Engineering and Volvo Trucks. Has a Mechanical Engineering degree from UBC and an MBA from Queen’s. Positions held include Equipment Operator, Estimator/Planner, Shop Foreman, VP Operations, Technical Sales and Sales Manager.

Mio Tacic, PMP, Director of Manufacturing

Master’s degree in mechanical engineering. Worked as designer and attained journeyman status as a CNC machinist as well as a project management professional designation. P.Eng. status pending.

Andrew Rodgers, Manufacturing Engineer

Very knowledgeable manufacturing engineer with more than 5 years of experience in a manufacturing environment. Strong background in jigs and fixtures, assembly methods, building code, and electrical code. P. Eng. pending.

Quinton Talbot, P.Eng., Design Engineer

Over 15 years of experience designing heavy haul and logging trailers. Solid knowledge of structures and real-world durability as well as extensive modeling and analysis experience and excellent computer skills.

Michael Herbert, P.Eng., Design Engineer

Over 10 years of experience with Creo. Prior experience includes designing sawmill equipment, vibration control couplings, mineral processing plant equipment, and medical equipment. Very competent in handling code issues and building design.

Paul Harrison, BAsC, MEng, Design Engineer

5 years of experience with ContainerWest. Possesses a master's degree in mechanical and design engineering from the University of Newcastle upon Tyne. Excellent SolidWorks and modeling skills. Very detail oriented and possesses strong knowledge of electrical code, circuit diagrams, and wire layout.

Application Engineers, EITs

3 application engineers on staff, all holding mechanical engineering degrees from Canadian universities. Their job involves overseeing and facilitating the various processes involved in bringing a project to fruition. Project management and interacting with customers to ensure that all requirements are met.

Completed and Current Major Projects

Clayoquot Wilderness Retreat – Ongoing, 2016

- \$1 million
- Company Personnel: Dexter Olund, Dean Olund, Andrew Rodgers, Engineering staff
- Client/Owner Reference: Richard Genovese, T: (604)765-0661

Surrey Fire Training Facility – Completed, 2011

- \$550,000
- Company Personnel: Dexter Olund, Dean Olund, Andrew Rodgers, Engineering staff

VANOC for 2010 Winter Olympics – Completed, 2010

- \$1.5 million
- Company Personnel: Dexter Olund, Dean Olund, Andrew Rodgers, Engineering staff

Conflicts; Collusion; Lobbying

To the best of our knowledge:

- ContainerWest and its employees pose no risk of a conflict of interest with the city or the Housing Agency.
- ContainerWest is not currently engaged in supplying goods or services to a third party such that entering into an agreement with the city or the Housing Agency in relation to the subject matter of this RFQ would create a conflict of interest or the appearance of a conflict of interest between the Respondent's duties to the city or the Housing Agency and the Respondent's duties to such third party.

- ContainerWest is not competing for purposes of the RFQ with any entity with which it is legally or financially associated or affiliated.
- ContainerWest and its employees are not registered as lobbyists, nor have they engaged in any form of political or other lobbying with respect to the RFQ, nor have they sought to influence the outcome of the RFQ process.

Notification and RFQ Process

ContainerWest has read and agrees to Section 6 of the RFQ. ContainerWest makes no guarantee as to the pricing information set forth in this application. All stated pricing is to be used as a budgeting reference only.

Client References

Surrey Fire Department

To whom it may concern,

It gives me great pleasure to recommend ContainerWest as a provider of containers to your department. ContainerWest have recently completed the modular training facility and burn building for the Surrey Fire Service and throughout the entire process, starting with the design phase ContainerWest have provided expert advice and support. They assisted us with the coordination of resources, permits and code consultants. Their knowledge and experience of modular construction has been invaluable and their attention to detail unsurpassed.

During the construction of the sixteen container facility the Surrey Fire Service continually added to the scope of the project and ContainerWest was quick to accommodate us with every addition or modification.

Dean Olund and the staff from ContainerWest have been a pleasure to work with and I would not hesitate to consider them for future projects.

Yours Truly,

Bud Livesey
Manager of Special Projects
Surrey Fire Service



April 8th, 2010

To Whom It May Concern:

We have recently had the pleasure of working with Canstore, during the Venue Overlay work in preparation for the Vancouver 2010 Olympic and Paralympic Winter Games.

VANOC's Overlay Department is responsible for managing and maintaining temporary infrastructure and construction for the Games for approximately 50 Venues, with requirements ranging from sea containers, modular buildings, tents, bleachers, scaffoldings, ... ground work to internal build out in existing buildings.

Canstore was involved in the delivery of more than 300 sea containers of various sizes and types at all Venues in Whistler and Vancouver.

As a sea containers supplier, their role included designing / engineering of customized units, designing / engineering of all footing systems and structural accessories, delivering and installing units and their accessories (footings, stairs, ramps, ...)

Throughout the project, they demonstrated a high level of expertise and practical knowledge. The efforts of their key personnel, in particular Dexter Olund (Chairman and CEO), Lyndsey Locke and Dannean (Project Managers) should be noted. Their ongoing cooperation created an enjoyable team environment and their immediate response to critical issues kept the projects on track.

Canstore did an outstanding job and I would not hesitate to recommend them for similar projects.

Sincerely,

Herve Rey
Director, Overlay Support Services
Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games
Until May 14th, 2010: (604) 404 0938
After may 14th, 2010: herve.rey666@gmail.com and I will contact you

MISSION

To touch the soul of the nation and inspire the world by creating and delivering an extraordinary Olympic and Paralympic experience with lasting legacies.

Éveiller l'âme de la nation et inspirer le monde entier grâce d'organisation et à la tenue de jeux olympiques et paralympiques extraordinaires qui laisseront un héritage durable.

Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games (VANOC)
Comité d'organisation des jeux olympiques et paralympiques d'hiver de 2010 à Vancouver (COVAN)

VANOC
400-3565 Gravelley Street
Vancouver, BC Canada V5K 5J5

COVAN
3565, rue Gravelley, bureau 400
Vancouver, C.-B. Canada V5K 5J5

Phone / Téléphone: 778 328 2010
Fax / Télécopieur: 778 328 2011
TTY: 1 866 645 2010

vancouver2010.com



Schedule 1 – Description of Requirements

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING
SCHEDULE 1 - DESCRIPTION OF REQUIREMENTS

SCHEDULE 1 – DESCRIPTION OF REQUIREMENTS

RFQ Section Reference	
1.1 - 1.5	<p>Description of Products and Services:</p> <p>The Vancouver Affordable Housing Agency seeks Responses from Respondents who have expertise in the construction, supply, delivery and installation of modular housing. This expertise would include, but not be limited to the following:</p> <ul style="list-style-type: none"> (a) Construction of modular housing units; (b) Ability to access modular housing units in a timely manner and possibly enable early delivery of units; (c) Ability to transport housing units; (d) Ability to install modular units; (e) Previous community engagement and any plan to support training and opportunities for people on low incomes, local businesses, and local labour and (f) financing abilities.
1.5	<p>Anticipated Period of Issuance of Site-Specific RFPs:</p> <p>Site-Specific RFPs will be issued in early 2016 with contract terms of two (2) years with an option to extend for one (1) further year.</p>
4.1	<p>Submissions:</p> <p>3 hard copies to be delivered; and 1 soft copy to be sent to by email to the Contact Person named on the cover page</p>
2.1 & 5.1	<p>Evaluation Criteria</p> <p>Qualifications, knowledge and relevant corporate experience and capability of the Respondent will be evaluated including but not limited to:</p> <ul style="list-style-type: none"> (a) Financial capability; (b) Proven track record substantiated by recent and relevant client references; (c) Knowledge of marketplace; (d) Approach and methodology, including how the Respondent would enable early delivery of the units; (e) Qualifications and relevant experience of the Respondent's key personnel in the project team, including the project manager, design team, quality manager, code consultant (required); (f) Experience with supply, construction, installation of prefabricated modular units; (g) Capacity to produce large production runs of prefabricated modular units; (h) Financing ability (as per 1.3 Scope of Work, lease to own may be required by the Housing Agency)

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING
SCHEDULE 1 - DESCRIPTION OF REQUIREMENTS

	<p>(i) History of any litigation or claims made against the Respondent, or made by the Respondent against the City, during the three years previous to the Closing Time;</p> <p>(j) Review of current insurance; and</p> <p>(k) Innovative ideas relating to finance, execution and deliverables.</p> <p>Note: The above evaluation criteria may not necessarily be listed in order of importance and will not necessarily be weighted equally.</p>
--	--

Schedule 2 – Letter of Qualification

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING
SCHEDULE 2 - LETTER OF QUALIFICATION

SCHEDULE 2 – LETTER OF QUALIFICATION

ContainerWest Manufacturing Ltd.
11660 Mitchell Rd., Richmond, BC V6V 1T7
T: 1(800)561-9530, F: (604)301-2304

Date: February 25, 2016

TO: The Vancouver Affordable Housing Agency (the "Housing Agency")

RE: REQUEST FOR QUALIFICATIONS - NO. PSVAHA2016-01 (the "RFQ") IN RESPECT OF
SELECTING PARTNERS TO SUPPLY PREFABRICATED MODULAR HOUSING

1. Being duly authorized to represent and act on behalf of [Insert full corporate name and if a joint venture, then state "on behalf of..." and list the full corporate names of the companies forming the joint venture], the undersigned hereby submits the attached Response and supporting materials on behalf thereof.
2. Herein, the term "Respondent" refers to *ContainerWest Manufacturing Ltd.*
3. The Housing Agency and its representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this Response, and to seek clarification from the Respondent's bankers and clients regarding any financial and experience issues, and to do all other things stated in the RFQ.
4. Capitalized terms used herein have the definitions ascribed thereto in the RFQ.
5. The Housing Agency and its representatives may contact the following persons for further information:

Spencer Lord: (604)301-2453

6. This Response is made with the full understanding and agreement that:
 - (a) any information submitted during qualification may be subject to verification by the Housing Agency, including during evaluation of any subsequent proposal or tender;
 - (b) the Respondent will (and does hereby undertake to) submit a bona fide proposal or tender in relation to the subject matter of the RFQ (and consistent with this Response) if the Housing Agency invites the Respondent to participate in a request for proposals or invitation to tender;
 - (c) the Housing Agency may:
 - (i) amend the scope and description of the goods and services to be procured under the RFQ or any subsequent request for proposals process, including the Site-Specific RFPs, varying them from those described herein, or amend the qualifications that may be required to meet those requirements;
 - (ii) open this process to potential proponents other than the grouping of Pre-Qualified Respondents contemplated by the RFQ;

January 29, 2016

2-1

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING
SCHEDULE 2 - LETTER OF QUALIFICATION

- (iii) determine which City-owned sites targeted for the installation of prefabricated modular housing will be subject to Site-Specific RFPs as contemplated by this RFQ and which may be subject to a separate procurement process;
 - (iv) reject or accept any or all Responses;
 - (v) cancel the RFQ process and reject all Responses;
 - (vi) cancel the RFQ process and commence a new process in respect of the same request for proposals with the same or an amended set of documents, information or requirements;
 - (vii) request that any Respondent to provide additional information, clarifications or goods samples or demonstrations, without requesting the same from all Respondents;
 - (viii) terminate the RFQ process and enter into direct negotiations with any party whether or not a Respondent; or
 - (ix) at any time during the RFQ Term and for any reason whatsoever, including as a result of any review of the Housing Agency's Board, terminate the RFQ and cease restricting eligibility for Site-Specific RFPs to Pre-Qualified Respondents.
- (d) neither the Housing Agency nor the City of Vancouver will not be liable in any way whatsoever for any actions described under 4(c) of this letter.
7. The Respondent confirms and warrants that the information disclosed in the section of its Response titled "Conflicts; Collusion; Lobbying" is a complete and accurate response to Section 7.0 of the RFQ.
8. The Respondent acknowledges and agrees that the RFQ Documents are, in no way whatsoever, an offer to enter into an agreement except on the limited terms and conditions expressly stated in this letter, and submission of this Response by the Respondent does not in any way whatsoever create any obligation on the part of the Housing Agency to treat the Respondent's or any other respondent's Response in any particular manner or undertake the Housing Agency's RFQ process in any particular manner (except as expressly stated below in this letter with respect to confidentiality).
9. The Respondent acknowledges and agrees to the information disclaimers and other terms and conditions set forth in the RFQ.
10. Except only and to the extent that the Housing Agency is in breach of Section 11 of this letter, the Respondent now releases the Housing Agency, the City of Vancouver and their respective directors, officials, agents and employees from all liability for any costs, damages or losses incurred in connection with the RFQ, including any cost, damages or losses in connection with:
- (a) any alleged (or judicially determined) breach by the Housing Agency or its directors, officials, agents or employees of any obligation or duty under the RFQ;
 - (b) any unintentional tort of the Housing Agency or its directors, officials, agents or employees occurring in the course of conducting the RFQ; or


January 29, 2016

2-2

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING
SCHEDULE 2 - LETTER OF QUALIFICATION

- (c) the manner in which the Housing Agency: reviews, considers, evaluates or negotiates any Response; addresses or fails to address any Response; or resolves to enter into any contract or not enter into any contract.
11. Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the Housing Agency's right to publicly disclose information about or from any Response, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFQ, the Housing Agency will treat the Response (and the Housing Agency's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.
12. The Respondent acknowledges receipt of the following amendments and addenda (if applicable);
- Amendment/Addendum No. 1 Date: February 17, 2016
- Amendment/Addendum No. 2 Date: February 22, 2016
13. Any dispute relating to the RFQ (except to the extent that the Housing Agency breaches Section 11 above) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:
- (a) The arbitrator will be selected by the Housing Agency;
- (b) Section 10 of this letter, and the other provisions hereof, will apply; and
- (c) The Respondent will bear all costs of the arbitration.
14. The Respondent (a) has read, understands and agrees to the terms and conditions in this letter, (b) has had an opportunity to seek legal counsel and (c) affirms that the statements made in its Response are true and correct in every detail.

Respondent Name(s): Container West Manufacturing Ltd.

Signature:  Date: Feb. 25, 2016

Name of Signatory: Dexter Diund

Title of Signatory: CEO

Mailing Address: 11660 Mitchell Rd., Richmond, BC V6V 1T7

Telephone No.: (604) 301-2453 Fax No.: (604) 301-2304

Key Contact Person: Spencer Lord E-mail: spencer.l@containerwest.com

GST Registration No.: 829931567rt0001 Date and Jurisdiction of Incorporation: 1977, Vancouver

City of ~~Vancouver~~ Richmond 868865 WorkSafeBC Registration 776343

January 29, 2016

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RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING
SCHEDULE 2 - LETTER OF QUALIFICATION

Business License No. _____ No.: _____
(or, if available, Metro
West Inter-Municipal
Business License No.): _____

January 29, 2016

2-4

Schedule 3 – Format for Response

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING
SCHEDULE 3 - FORMAT FOR RESPONSE

SCHEDULE 3 – FORMAT FOR RESPONSE

Responses submitted by Respondents should consist of:

1. a completed and duly executed Letter of Qualification (the foregoing Schedule 2); and
2. a Statement of Qualifications, consisting of and arranged as follows:
 - (a) **Title Page (1 page)**

The title page should identify the RFQ number identified on the cover page of this RFQ, the Closing Time, and the Respondent's name, address, telephone number, fax number and contact person. Please confirm whether your organization wishes to be considered for (i) Project Type 1; (ii) Project Type 2; or (iii) both Project Types 1 and 2.
 - (b) **Table of Contents / Index**
 - (c) **Corporate Experience:**
 - Describe the type of entity (for example, individual, corporation, partnership, sole proprietorship) and if a joint venture, clearly state this and state who the joint venture parties are and identify who is acting as the lead.
 - Describe the company/entity size, depth, and annual sales volumes (in dollars).
 - Provide client references, where possible.
 - Provide a history of litigation or claims made against the Respondent during the three years immediately prior to the Closing Time.
 - (d) **Corporate Capability:**
 - Describe the Respondent's capability (financial, experience and workload capacity) to undertake the roles and responsibilities described in this RFQ.
 - Provide resumes of proposed key personnel.
 - (e) **Completed and Current Major Projects**
 - List three relevant projects, with names of customers, dollar amounts, names of company personnel involved and client/owner references.
 - Describe the Respondent's capacity to undertake a potential project and describe any other projects scheduled during the anticipated RFQ Term.
7. **Conflicts/Collusion/Lobbying**

In a separate section titled "Conflicts; Collusion; Lobbying" in the Response, provide information responsive to Section 7.0 of the RFQ.

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING
SCHEDULE 3 - FORMAT FOR RESPONSE

7. Proforma

In a separate section titled "Proforma" in the Response, provide the information requested in Schedule 6.

Schedule 4 – Certificate of Existing Insurance

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING
SCHEDULE 4 - CERTIFICATE OF EXISTING INSURANCE

SCHEDULE 4 - PLEASE ATTACH EXISTING CERTIFICATE OF INSURANCE

29 January 2016

4-3

Feb. 26, 2016 9:45AM

No. 2994

P. 1

CERTIFICATE OF INSURANCE					ISSUE DATE (MM/DD/YY) 02/26/2016																	
BROKER <div style="margin-top: 5px;"> Hub International Insurance Brokers (TOB) 400-4350 Still Creek Drive Burnaby, BC V5C 0G5 PHONE: 604-269-1000 </div>			This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.																			
INSURED'S FULL NAME AND MAILING ADDRESS <div style="border: 1px solid black; padding: 2px;"> Goldstarwest Manufacturing Ltd. 11680 Mitchell Road Richmond BC V6V 1T7 Canada </div>			Company A	Northbridge General Insurance Corporation																		
			Company B																			
			Company C																			
			Company D																			
			Company E																			
COVERAGES																						
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, not withstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.																						
TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)																	
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND/OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> TENANT'S LEGAL LIABILITY <input checked="" type="checkbox"/> NON-OWNED AUTOMOBILE <input checked="" type="checkbox"/> HIRED AUTOMOBILE	A	s.21(1)	05/13/2015	06/13/2016	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 5,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGGREGATE</td><td>\$ 5,000,000</td></tr> <tr><td>PERSONAL INJURY</td><td>\$ 5,000,000</td></tr> <tr><td>EMPLOYER'S LIABILITY</td><td>\$</td></tr> <tr><td>TENANT'S LEGAL LIABILITY</td><td>\$ 500,000</td></tr> <tr><td>NON-OWNED AUTOMOBILE</td><td>\$ 3,000,000</td></tr> <tr><td>HIRED AUTOMOBILE</td><td>\$ 75,000</td></tr> </table>		EACH OCCURRENCE	\$ 5,000,000	GENERAL AGGREGATE	\$ 5,000,000	PRODUCTS - COMP/OP AGGREGATE	\$ 5,000,000	PERSONAL INJURY	\$ 5,000,000	EMPLOYER'S LIABILITY	\$	TENANT'S LEGAL LIABILITY	\$ 500,000	NON-OWNED AUTOMOBILE	\$ 3,000,000	HIRED AUTOMOBILE	\$ 75,000
EACH OCCURRENCE	\$ 5,000,000																					
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HIRED AUTOMOBILE	\$ 75,000																					
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** <input type="checkbox"/> GARAGE LIABILITY <small>**ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE</small>					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>BODILY INJURY</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE</td><td>\$</td></tr> <tr><td>COMBINED</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE</td><td>\$</td></tr> </table>		BODILY INJURY	\$	PROPERTY DAMAGE	\$	COMBINED	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE	\$				
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DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS/ADDITIONAL INSURED Re: For confirmation of existing coverages only.																						
CERTIFICATE HOLDER Vancouver Affordable Housing Agency VAHA RFC# PSVAHA2016-01 453 West 12th Avenue Vancouver BC V6Y 1V4			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING COMPANY WILL (OPTIONAL TO) MAIL () DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE Per: _____ Page 1 of 1																			

NP0FAC8F

Schedule 5 – Declaration of Supplier Code of Conduct Compliance

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING
SCHEDULE 5 – DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE
SCHEDULE 5 – DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Purpose: All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The Housing Agency and The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <http://vancouver.ca/policy_pdf/AF01401P1.pdf>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, qualification, expression of interest or quotation to the Housing Agency, or have a plan in place to comply within a specific period of time. The Housing Agency reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorized signatory of ContainerWest Manufacturing (vendor name), I declare that I have reviewed the SCC and to the best of my knowledge, ContainerWest Manufacturing (vendor name) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action).

Section of SCC / title of law	Date of violation / conviction	Description of violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of ContainerWest Manufacturing (vendor name).

Signature: _____

Name and Title: Dexter Olson CEO

Schedule 6 – Pricing Proforma

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING
SCHEDULE 6 - PRICING PROFORMA

SCHEDULE 6 - PRICING PROFORMA

PRICING EXERCISE

Respondents should submit a detailed response to the proforma exercises below:

These proforma exercises will assist the Housing Agency in determining each Respondent's knowledge of the costs that are involved in the construction, delivery and installation of modular housing units and can be used to highlight any innovation/creativity to help reduce costs and expedite delivery. Using the following hypothetical information, please complete the following tables for both Project Type 1 and Project Type 2.

1. PRICING FOR PROJECT TYPE 1

At this time no sites have been selected, but for the purposes of this exercise the Respondent is to make the following assumptions:

- Site area - 10,000 square feet, level, gravel, rectangular shaped site;
- 35 self-contained units with washroom and shower facilities in each unit;
- Average size of units is 150 square feet;
- Unit Mix - 75% single bed, 25% double occupancy; and
- Communal Amenity Area of 1250 Square Feet, with office, laundry facilities, and small kitchenette, either repurposed from previous sites or specialty built for this project, providing a link to the modular housing units.

Table 1: Sample Pricing for Modular Housing

Type of Product or Description of Product	Unit of Measurement	Price
Cost for Prefabricated Modular Housing Units	Total Price	s.21(1)
Delivery of Prefabricated Modular Housing Units	Total Price	
Installation of Prefabricated Modular Housing Units including foundations	Total Price	
Installation of sprinklers and sprinkler connections to outside services	Total Price	
Plumbing works including water, waste and sprinkler connection to outside services	Total Price	
Electrical work including connection to outside service, the supply and installation of hard wired smoke and CO2 sensors	Total Price	

RFQ No. PSVAHA2016-01
**SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING**
SCHEDULE 6 - PRICING PROFORMA

Supply and installation of 5lb wall hung Fire extinguishers as required	Each	s.21(1)
Exterior skirting	Total Price	
Demobilization	Total Price	
Price before GST or other applicable taxes	s.21(1)	

Table 2: Sample Pricing for Communal Amenity Area

Type of Product or Description of Product	Unit of Measurement	Price
Cost for Communal Amenity Area, including foundations	Total Price	s.21(1)
Delivery of Communal Amenity Area	Total Price	
Installation of Communal Amenity Area including foundations (if not included above)	Total Price	
Plumbing works including connection of small kitchenette to outside services	Total Price	
Installation of sprinklers and sprinkler connections to outside services	Total Price	
Electrical work including connection to outside services, the supply and installation of interior and exterior lighting, hard wired smoke and CO2 sensors	Total Price	
Supply and installation of 5lb wall hung Fire extinguishers as required	Each	
Exterior skirting	Total Price	
Demobilization	Total Price	
Price before GST or other applicable taxes		

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
HOUSING
SCHEDULE 6 – PRICING PROFORMA

2. FINANCING FOR PROJECT TYPE 1

FINANCING

The Housing Agency is looking at the possibility of a lease to own arrangement with multiple buyout options. For the lease to own arrangement the Housing Agency requests that the respondents submit what the monthly rate is for the lease as well as the yearly buyout costs on the annual anniversary of the agreement. For the purpose of this proforma for the RFQ the Housing Agency is assuming that the total cost of the modular housing and the community amenity area is \$800,000.00. Please enter the information requested in Table 3.

Table 3: Sample Financing

Total Purchase Price	\$800,000
Monthly Lease Payment	\$21(1)
Year One Buyout Price	
Year Two Buyout Price	
Year Three Buyout Price	
Year Four Buyout Price	
Year Five Buyout Price	

3. PRICING FOR PROJECT TYPE 2

As explained under Section 1.3 Scope of Work the Housing Agency is looking for the supply of prefabricated modular units with a mix of studios, two and three bedroom units (exact mix and number of units in each development to be confirmed). These developments will need to be built in accordance with zoning, by-law and code requirements and may be multi-level (in accordance with zoning for each site). These units are anticipated to be required in eight months to one year.

At this time no sites have been selected, but for the purposes of this exercise the Respondent is to make the following assumptions:

- Level, rectangular shaped site;

RFQ No. PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR HOUSING
SCHEDULE 6 - PRICING PROFORMA

- 100 Units with the unit mix and unit size (Table 4) as set out below;
- Unit Mix - 15% studio, 10% one beds, 25% two beds, 50% three beds;
- Allowance for 300 sq.ft common amenity space; and
- Built to City of Vancouver Building Bylaws.

Table 4: Unit Size

For the purpose of this proforma, the Respondent is to assume the Unit sizes are as per the table below:

Unit Type	Approximate Size in Square Feet
Studio	320
One bed	450
Two bed	650
Three bed	800

Table 5: Sample Pricing for Prefabricated Modular Housing

Based on the information above, and assuming for the purposes of this proforma that the initial build is 100 Units, please complete this table 5 with the options to increase the amounts of units:

Table 5: Sample Pricing for Project Type 2

See Attached Addendum ("AMENDMENT No. 2")

Type of Product or Description of Product	Unit of Measurement	Sample Price for 100 Units	Sample Price for 250 Units	Sample Price for 500 Units	Sample Price for 1000 Units
Construction of Prefabricated Modular Housing Units	Per Square Foot	\$	\$	\$	\$
Delivery of Prefabricated Modular Housing Units	Total Price	\$	\$	\$	\$
Installation of Prefabricated Modular Housing Units including foundations	Total Price	\$	\$	\$	\$
Plumbing works including any necessary connection to outside services	Total Price	\$	\$	\$	\$
Electrical work including the	Total Price	\$	\$	\$	\$

RFQ No. PSVAHA2016-01
**SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY PREFABRICATED MODULAR
 HOUSING**
SCHEDULE 6 - PRICING PROFORMA

connection to outside services, supply and installation of interior and exterior lighting, hard wired smoke and CO2 sensors					
Construction of a communal amenity area	Total Price	\$	\$	\$	\$
Demobilization	Total Price	\$	\$	\$	\$
Price before GST or other applicable taxes		\$	\$	\$	\$

Amendment No. 1



February 17, 2016

**REQUEST FOR QUALIFICATIONS ("RFQ") No.PSVAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY
PREFABRICATED MODULAR HOUSING**

AMENDMENT No. 1

RE: CLOSING DATE CHANGED TO FEBRUARY 26, 2016

Currently Reads:

COVER PAGE

Responses are to be addressed and delivered to the Vancouver Affordable Housing Agency (the "Housing Agency"), C/O: City of Vancouver, 453 West 12th Avenue, Vancouver, British Columbia, Canada, V5Y 1V4, (Courier Delivery and Drop Off is at the Information Desk, Main Floor Rotunda of the same address) and should be received prior to 3:00 p.m., February 19, 2016 Vancouver Time (as defined in Note 3 below), on (the "Closing Time").

Please Change to:

COVER PAGE

Responses are to be addressed and delivered to the Vancouver Affordable Housing Agency (the "Housing Agency"), C/O: City of Vancouver, 453 West 12th Avenue, Vancouver, British Columbia, Canada, V5Y 1V4, (Courier Delivery and Drop Off is at the Information Desk, Main Floor Rotunda of the same address) and should be received prior to 1:00 p.m., February 26, 2016 Vancouver Time (as defined in Note 3 below), on (the "Closing Time").


Page 1 of 2



All other conditions and specifications remain unchanged.

This amendment is to be completed, and attached to your Proposal form.

ContainerWest Manufacturing
NAME OF VENDOR

 CEO
SIGNATURE OF AUTHORIZED SIGNATORY

February 25, 2016
DATE

Amendment No. 2



February 22, 2016

**REQUEST FOR QUALIFICATIONS ("RFQ") No.PSYAHA2016-01
SELECTING PARTNERS FOR A PRE-QUALIFICATION SHORTLIST TO SUPPLY
PREFABRICATED MODULAR HOUSING**

AMENDMENT No. 2

RE: SCHEDULE 6 - PRICING PROFORMA, Table 5

Please change to:

Table 5: Sample Pricing for Project Type 2

Type of Product or Description of Product	Unit of Measurement	Sample Price for 100 Units	Sample Price for 250 Units	Sample Price for 500 Units	Sample Price for 1000 Units
Construction of Prefabricated Modular Housing Units	Per Square Foot	s.21(1)			
Delivery of Prefabricated Modular Housing Units	Total Price				
Installation of Prefabricated Modular Housing Units including foundations	Total Price				
Plumbing works including any necessary connection to outside services	Total Price				
Installation of sprinklers and sprinkler connections to outside	Total Price				

Page 1 of 2



services					
Electrical work including the connection to outside services, supply and installation of interior and exterior lighting, hard wired smoke and CO2 sensors	Total Price	s.21(1)			
Construction of a communal amenity area	Total Price				
Demobilization	Total Price				
Price before GST or other applicable taxes					

All other conditions and specifications remain unchanged.

This amendment is to be completed, and attached to your Proposal form.

ContainerWest Manufacturing

NAME OF VENDOR

CEO

SIGNATURE OF AUTHORIZED SIGNATORY

February 26, 2016

DATE

Page 2 of 2

To Whom It May Concern:

**RE: New Gen Building Facility, Integrated Project Delivery,
Design Build**

The team from First Pac West Construction a joint venture construction company are pleased to provide the following proposal for the proposed construction of your project. We have supplied a proposal based on a Design Build Contract using an Integrated Project Delivery process. We are proposing to use an Offsite Manufactured building Supplier, the building will be designed in accordance to the NBC and be classified as a permanent modular offsite construction project.

We believe successful projects are a result of intimately understanding a client's needs and then executing based on the constraints of price, quality and schedule. As you will see from the references included and the projects highlighted, our approach to client intimacy has resulted in repeat clients who are advocates for Cormode & Dickson our joint venture partner. We believe that given the opportunity to develop a deep understanding of your business functions we will be able to deliver value-added solutions appropriate for your project. Every project has unique constraints and every client has unique needs. In addition, as a Canadian Aboriginal company with First Pac West Group of Companies, we understand the importance of social responsibility and we strive to establish mutually beneficial opportunities for the communities in which we operate, during all stages of our projects.

Our unique team approach using Integrated Project Delivery is a lean solution for the delivery of construction services and has a high synergistic effect. It involves a collaborative alliance of people, systems, business structures and practices into a process that harnesses the talents and insights of all participants to optimize project results, increase value to the owner, reduce waste, and maximize efficiency through all phases of design, fabrication, and construction.

Simply stated, the team will assist you in maintaining control over cost, schedule and quality in a transparent environment of accountability.

We trust our submission will provide you the information outlined in your Request for Proposal. We believe we are uniquely positioned to serve you and look forward to being part of your team and discussing this project further.

Sincerely,



Randy Ludwar, A.Sc.T. GSC, PMP
President
First Pac West Construction Corp,

Cell 604-347-9880
randyl@firstpacwest.com
www.cormode.com



CORMODE & DICKSON

1

SOLACE BUILDING SYSTEM



CORMODE & DICKSON

First Pac West Group of Companies and Cormode & Dickson Construction have teamed up in a joint venture agreement operating as First Pac West Construction Corp. (FPWCC). The intent of the relationship is to bring a unique building offering to market that combines a variety of building products and materials in an innovative form. The construction solution will be based on delivering a construction project that has a small carbon footprint, a facility that is sustainable, with a construction schedule that will allow you to be complete and open sooner than traditional construction.

First Pac West is a Canadian Aboriginal company delivering socially responsible solutions and creating lasting benefits for the communities in which we operate. Our alliances and partnerships allow First Pac West to efficiently deliver and deploy our patented Solace System Longhouses to any location, worldwide. Designed and engineered to be quick to build, portable, repurposable and redeployable, Solace System Longhouses offer the lowest total cost of operations and ownership.

Cormode & Dickson Construction is a full service general contractor, originally incorporated in 1962, and then re-structured in 1983. Our expertise includes new commercial and industrial construction, extensive renovation projects, petroleum facilities, modular construction, pre-engineered building supply and erection, design build and construction management.

Cormode & Dickson has maintained Head Office presence in Edmonton with seven regional operations in western Canada. We have assembled a dynamic team of industry professionals who understand the nuances of the design build process. Through a passionate adherence to our values of Integrity, Respect, Accountability, Teamwork and Excellence, we deliver all projects in a professional, timely and cost effective manner.

Cormode & Dickson has extensive experience with construction management along with negotiated design and build projects and are very familiar with what it takes to deliver a successful project through this process. We also feel we are in a unique position to drastically improve the success of this project given our history on similar projects and our unique approach to the process. We are very familiar with the local market, as well as availability of suppliers and sub-trades due to our teams' current and past experience carrying out construction in the Edmonton area.



Cormode & Dickson will provide leadership, guidance and professional management services in the design, engineering, procurement, construction and maintenance areas, and thereby delivering “turnkey solutions”. We will apply proven expertise in the selection, supervision and direction of the various design disciplines to ensure a best value end product. Further, Cormode & Dickson will facilitate a disciplined accountability structure, leveraging our skill and ability in controlling the design process and potential scope creep, thus eliminating unnecessary costs and budget overruns. Simply stated, Cormode & Dickson will assist the owner in maintaining control over cost, schedule and quality in a transparent environment of accountability.

Formline Architecture is an award-winning architecture firm located in West Vancouver with clients throughout the Northwest Pacific Region. The company is founded by Alfred Waugh one of the few registered First Nations Architects in Canada. The studio specializing in working on environmentally responsible and culturally sensitive projects that reflect and reinforce the values and visions of the client.

Today’s team includes groups of individuals such as those that can be found in First Pac West Group of Companies who include Cormode & Dickson, Formline Architecture and, all individuals who hold similar values and best practices. The team’s designs are used with pride, care and respect by owners, occupants and the general community alike. The firm’s success is measured by the ability we provide our clients to grow into their spaces, flushing out potential beyond their anticipation. This is achieved by thoughtfully distilling, enhancing and highlighting the inherent natural and built assets of any site.

A true win/win framework for turnkey success

Our People

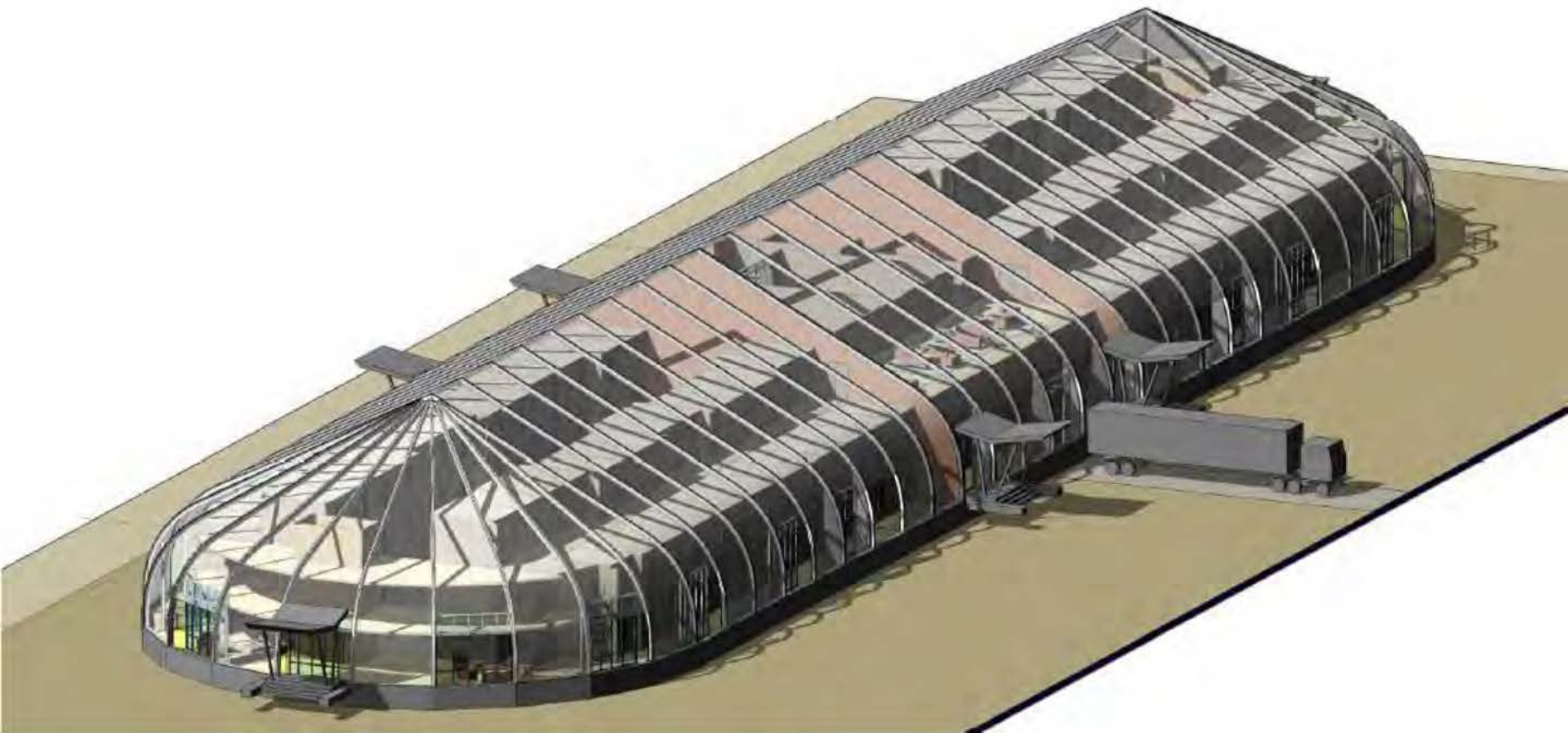
Our Values “Building Futures Together, Warrior Spirit, Servant Heart and Having Fun” - Our people are our most significant resource, we scrutinize and carefully hand pick the best and brightest in our industry, we are professionals with industry experience and trained to do what we do. Our core values speak to what we do, who we are and how we do it.



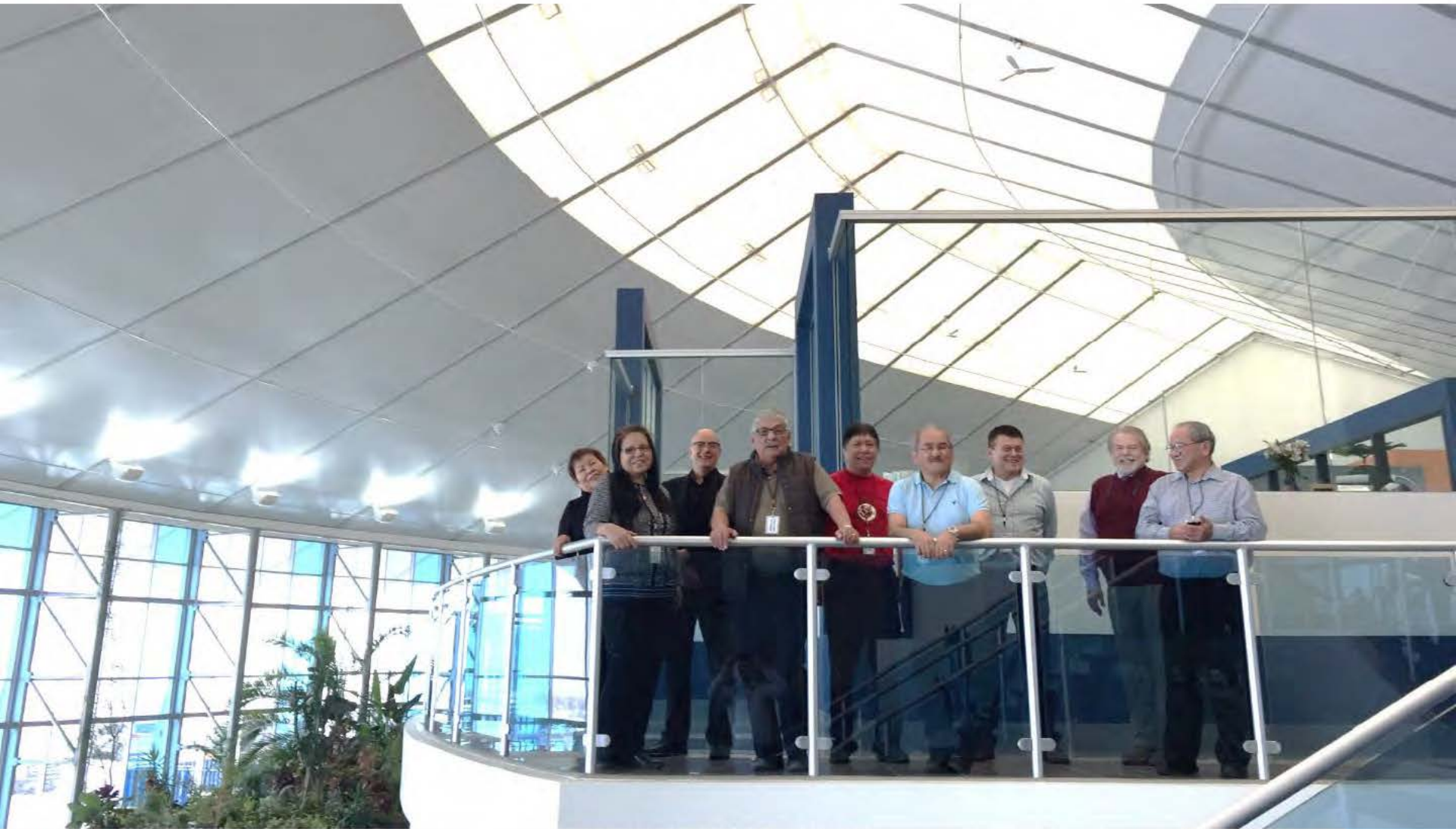


FIRST
PAC WEST
GROUP OF COMPANIES

The Solace System Longhouse



The Solace System Longhouse



Design Flexibility



② South-East Side View



③ South-West Side View

Design Flexibility



① 3D View 1



② 3D View 2



③ 3D View 3



Repurposing Options



Repurposing Options

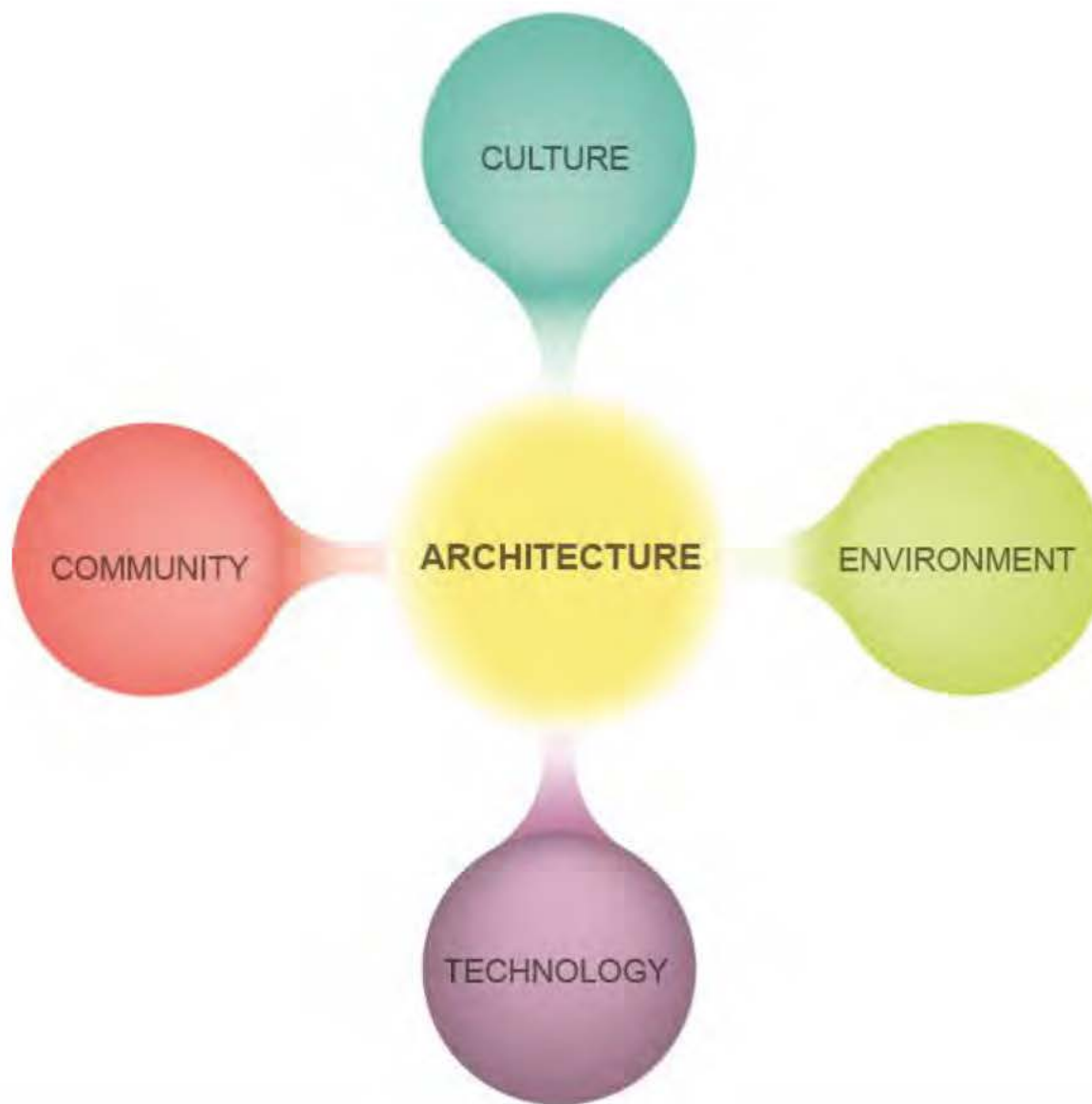


Repurposing Options





ARCHITECTURAL VISION



PROCESS

Concept

- Major components of the Solace Building
 - Private Room
 - Independant Structure made of Cross Laminated Timber (CLT)
 - Every unit will be modularized including the bathroom, plumbing, ventilation and electricity.



s.21(1)



COMPACT FOOT PRINT

s.21(1)



MAIN FLOOR

s.21(1)

SECOND FLOOR

s.21(1)

THIRD FLOOR

s.21(1)



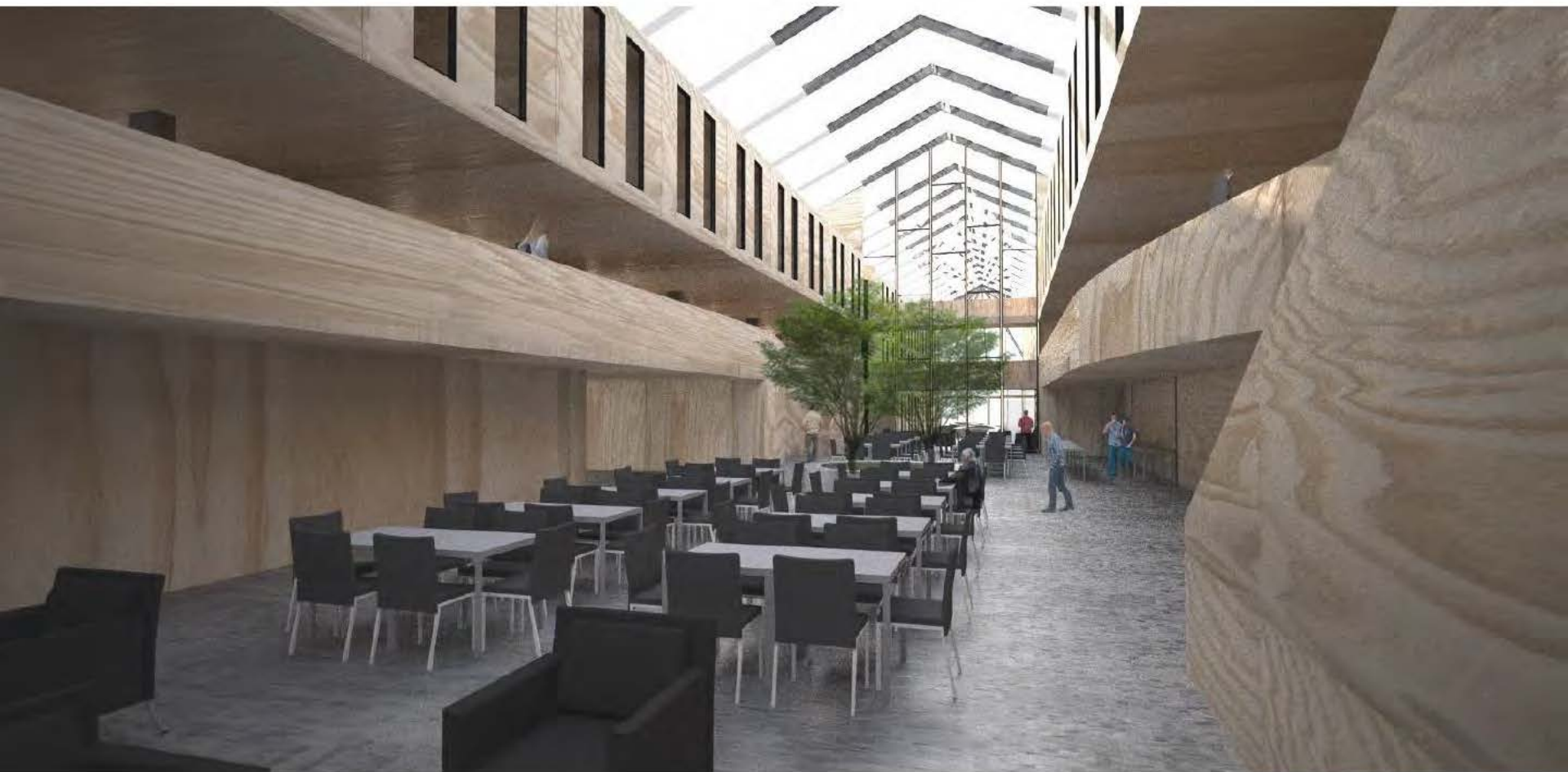
UNIT TYPE

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Concept

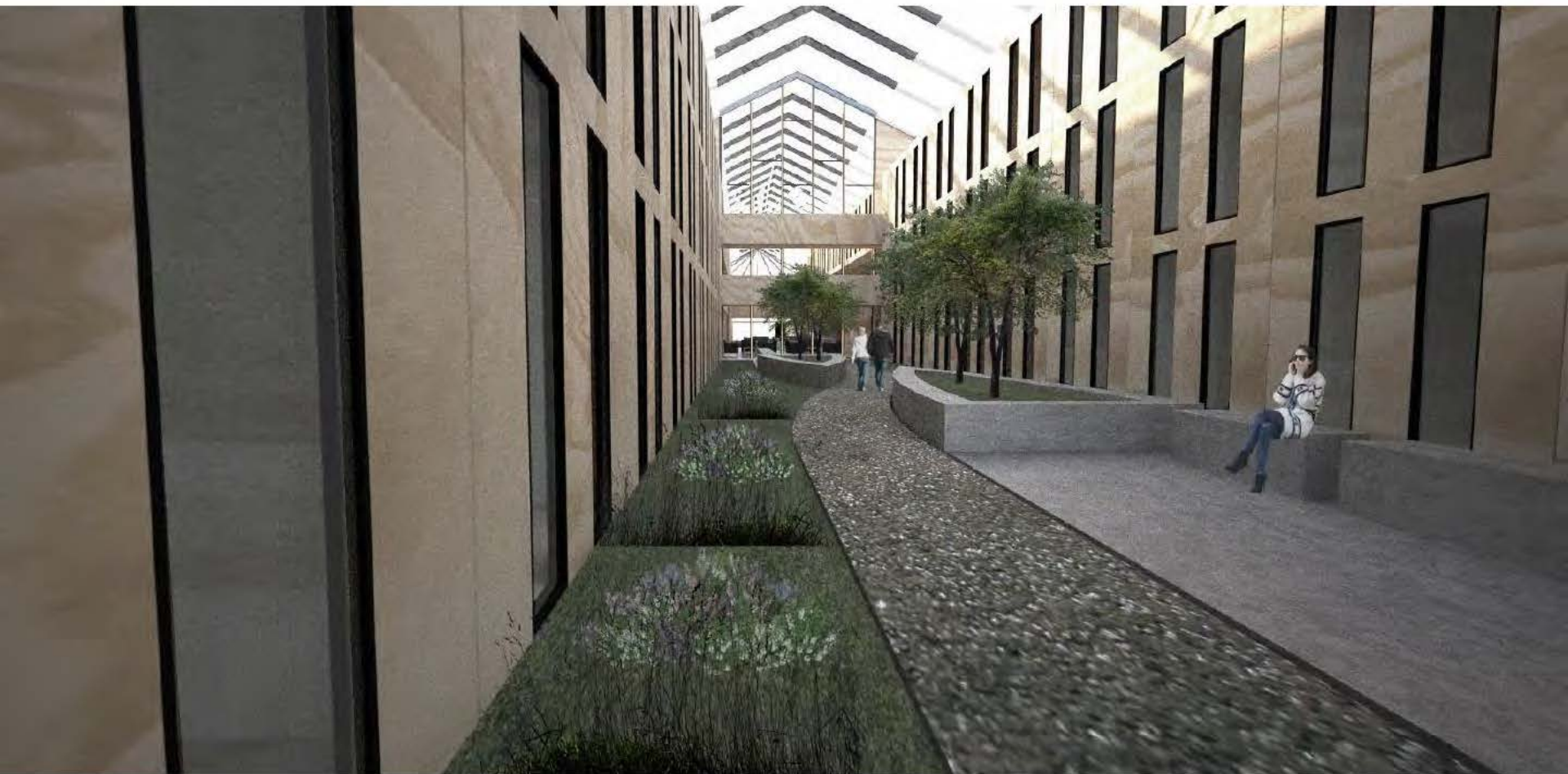




DINING ATRIUM



DINING ATRIUM AND SECOND FLOOR LOUNGE



PRIVATE ATRIUM