



## **REQUEST FOR PROPOSALS**

**2017-RFP-08**

### **Regional Agricultural Innovation Centre Concept**

Issue Date: November 10, 2017

Two (2) complete printed copies and one (1) electronic complete copy of a Proposal in an envelope plainly marked "2017-RFP-08 Regional Agricultural Innovation Centre Concept" may be hand delivered, couriered or mailed and must be received prior to the Closing Date and Time. Fax or e-mailed copies will not be accepted.

**RFP Closing Time: 2:00 pm local time**

**RFP Closing Date: Friday, December 8, 2017**

**Delivered to: District of Summerland  
Box 159  
13211 Henry Avenue  
Summerland, BC V0H 1Z0  
Attention: Andreas Boehm, Economic Development Project Manager**

Proposals will not be opened in public.

It is the sole responsibility of the Proponent to check the District's website at [www.summerland.ca](http://www.summerland.ca) for any updated information and addendum issued before the closing date. The District's website at [www.summerland.ca](http://www.summerland.ca) is the only authorized website to obtain competitive bid documents for the District of Summerland opportunities. The District of Summerland shall not be held responsible for our competitive bid documents that are located on any other website.

## TABLE OF CONTENTS

1.0	PROJECT OVERVIEW.....	2
2.0	DEFINITIONS.....	2
3.0	CONTENT OF PROPOSAL.....	3
4.0	INSTRUCTIONS TO BIDDERS.....	4
5.0	REQUEST FOR PROPOSALS (RFP) PROCESS.....	5
6.0	PRE-RFP INFORMATION & EVALUATION.....	6
7.0	PROPOSAL PREPARATION.....	10
8.0	ADDITIONAL TERMS.....	11
9.0	CONDITIONS.....	12
10.0	CONTRACTOR'S OBLIGATIONS.....	13
11.0	INSURANCE PROTECTION AND DAMAGE.....	14
	SCHEDULE A – PROJECT DETAILS.....	18
	SCHEDULE B - PROPOSAL SUBMISSION FORM.....	24
	APPENDIX A - CONCEPTS OF INTEREST.....	26

## 1.0 PROJECT OVERVIEW (SCOPE OF THE PROPOSAL)

The District of Summerland (the District) and its partners are seeking a qualified proponent or firm to develop a *Regional Agricultural Innovation Centre Concept* (“the Centre”) Business Plan intended to provide the District and its partners with long term direction with regards to the development of a regional centre. This RFP for the business plan of the Centre describes the supply of services sought by the District of Summerland and sets out the District’s RFP process, evaluation and selection process and Proposal requirements.

The successful proponent will be responsible to undertake significant consultation and engagement with the District and its partners, business, industry and stakeholders who have interest in being a part of the Centre. The business plan will provide guidance to the District for a five (5) year period. Further information related to the development of the business plan for this project can be found in **Schedule A**.

## 2.0 DEFINITIONS

- a. **“Best Value”** mean the highest total ranked score of evaluation criteria and closest alignment with project goals as determined by the District.
- b. **“Closing Date and Time”** means Friday, December 8, 2017 at 2:00 p.m. (PT).
- d. **“Contract”** means a written agreement between the District of Summerland and the Successful Proponent resulting from this RFP.
- e. **“Contractor”** means the Successful Proponent who is a party to the Contract.
- f. **“District”** means the District of Summerland.
- g. **“must”, “mandatory”, or “required”** means a requirement that must be met in order for a Proposal to receive consideration.
- h. **“Business Plan”** means the Regional Agricultural Innovation Centre Concept Business Plan
- i. **“Partners”** means the District in collaboration with the Summerland Chamber of Commerce; Community Futures Okanagan Similkameen; the City of Penticton; Okanagan College; the South Okanagan Similkameen Economic Development Group, the Ministry of Agriculture; and the Ministry of Forests, Lands, Natural Resource Operations, & Rural Development
- j. **“Project”** means the Regional Agricultural Innovation Centre Concept
- k. **“Project Manager”** means the Economic Development Project Manager.
- l. **“Project Office”** means the  
Municipal Hall  
PO Box 159, 13211 Henry Avenue  
Summerland BC., V0H 1Z0
- m. **“Proponent”** means a party submitting a Proposal to this RFP.
- n. **“Proposal”** shall mean the Proponent’s submission to the RFP.
- o. **“Proposal Review Committee”** means the team of partners reviewing Proposals.
- p. **“RFP”** means this Request for Proposal.

- q. **“Request for Proposal”** includes the documents listed in the index of the Request for Proposal and any modifications thereof or additions thereto incorporated by addenda before the close of the RFP.
- r. **“should”** or **“desirable”** means a requirement having a significant degree of importance to the objectives of the Request for Proposals.
- s. **“Successful Proponent”** means the Proponent submitting the most advantageous RFP as determined by the District of Summerland.
- t. **“Work”** or **“Services”** means the task and deliverables the Successful Proponent agrees to provide in the Contract.

### **3.0 CONTENT OF PROPOSAL**

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

**a. Proposal Submission Form (signed and dated)**

**b. Proponent Profile**

Proposals should include a description of the firm’s capabilities and background that makes it well suited to this project; methodology for design of the survey and methodology for execution of the Assessment. The profile will also include:

- the manager who the Proponent has appointed to lead the Proponent’s project team and who will be the sole source of contact for the District;
- the professional designation, responsibilities, qualifications, and relevant experience of each of the Proponent’s project team members;

**c. Approach and Methodology**

Proposals should include a detailed work plan outlining all relevant tasks and the personnel, estimated hours, hourly rates and total estimated costs for each task as well as:

- a detailed outline clearly describing the methodology anticipated to complete this consulting assignment;
- a list of all relevant tasks, meetings, milestones, and deliverables required to complete this consulting assignment.

**It is the expectation of the District that proposals will include detailed “Approach and Methodology” which clearly outlines the approach that the Successful Proponent will plan to take to develop the Business Plan.**

**d. Fees and Costs**

The maximum budget for the development of the Centre’s business plan is \$50,000.

Proposals must include fees (as listed in “c”) and a list of and fee for any services included in the Proponent’s proposal that are not required in the Scope of Services;

- GST shall not be included in the Contract Fee. GST will be added to the Contract Fee at the time of the payment by the District. All other applicable taxes are to be included in the Contract Fee.

**e. References**

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

- f. Value Add:** Proposals may include ideas beyond the scope of the proposal that further assist in achieving the goal of developing a strong business plan. Additional ideas should result in more comprehensive findings, leading to more actionable and effective recommendations. Rates for any value add content which may fall out of proposal scope work should be included.

## **4.0 INSTRUCTIONS TO PROPONENTS**

### **4.1. APPLICABLE LAWS**

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

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

### **4.2. COPYRIGHT**

All designs, drawings, concept drawings, specifications, digital, hard copies, web pages, internet pages, maps and plans commissioned by the District of Summerland, shall remain the property of the District of Summerland.

### **4.3. INCONSISTENCY BETWEEN PROVISIONS**

In the case of any inconsistency or conflict between the provisions of the RFP, the provisions of such documents and addenda thereto will take precedence in governing in the following order: (1) addenda; (2) RFP; (3) Special Conditions; (4) Specifications; (5) Drawings; (6) Executed Form of RFP; (7) all other documents.

#### **4.4. HEADINGS**

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

#### **4.5. PAYMENT**

Method of payment is governed by District policy as well as applicable federal and provincial law.

#### **4.6. ENTIRE AGREEMENT**

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

### **5.0 REQUEST FOR RFP PROCESS**

#### **5.1 NOT A TENDER CALL**

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

#### **5.2 NO OBLIGATION TO PROCEED**

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

#### **5.3 ADDENDA AND SUBSEQUENT INFORMATION**

Proponents are advised that all subsequent information regarding this RFP including any addendum will be posted on the District's website. Addenda may be issued up to 48 hours prior to the Closing Date and Closing Time. After this time the RFP will be considered complete and no further addenda will be issued.

#### **5.4 ELIGIBILITY**

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

## **5.5 CONFLICT OF INTEREST**

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

## **6.0 PRE-RFP INFORMATION**

### **6.1 COST OF PREPARATION**

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

### **6.2 INTENTION OF THE DISTRICT**

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

### **6.3 REJECTION OF PROPOSALS**

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

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

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

#### 6.4 EVALUATION CRITERIA

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

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

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

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

#### 6.5 PROPOSAL REVIEW COMMITTEE

Evaluation of Proposals will be made by the Proposal Review Committee formed by the District and its partners.

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



Awards will be made based on the best value offered, and the best value will be determined by the Proposal Review Committee. The quality of the service to be supplied, the conformity with the specifications, the suitability to requirements, guarantee clauses, and references shall all be taken into consideration.

#### **6.6 CONFIDENTIALITY OF PROPOSALS**

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

#### **6.7 CONFIDENTIALITY OF DISTRICT'S INFORMATION**

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

#### **6.8 CLARIFICATION**

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

The District reserves the right to:

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

It is the nature of the RFP process that the RFP and/or the Proposal in response to the RFP will not constitute a binding Contract, but will only form the basis for the Consulting Services Contract, and does not mean that the Proposal is necessarily acceptable in the form submitted.

#### **6.09 ACCEPTANCE OF PROPOSAL**

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

#### **6.10 NEGOTIATION DELAY**

If a written Contract cannot be negotiated within 30 days of notification to the Successful Proponent, the District may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

#### **6.11 INQUIRIES AND CONTACT DURING THE RFP PROCESS**

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

Andreas Boehm, Economic Development Project Manager  
District of Summerland  
Box 159, 13211 Henry Avenue  
Summerland, BC V0H 1Z0  
Phone: 250-494-6451  
aboehm@summerland.ca

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

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

Proponents may also contact staff to request specific information related to this project; the District retains the right to determine whether the information is relevant and suitable for release.

Inquiries and responses will be recorded and may be distributed to all Proponents at the District's option. Questions will not be accepted or answered within 48 hours of the Closing date and time.

### **6.13 SUBMITTAL DEADLINE AND INSTRUCTIONS**

Delivery of Proposals to the District of Summerland municipal hall prior to the specified date and time is solely and strictly the responsibility of the Proponent. The District shall not, under any circumstances, be responsible for delays caused by any delivery service, or for delays caused by any other occurrence. All Proposals must be manually and duly signed by an authorized corporate officer or principal(s) of the organization with the authority to bind said Proponent.

Proposals must be received by 2:00 p.m. (local Summerland time) on Friday, December 8, 2017 at:

Municipal Hall  
District of Summerland  
Box 159, 13211 Henry Avenue  
Summerland, BC V0H 1Z0

**Proposals and their envelopes should be clearly marked with the name and address of the Proponent and the RFP program title.**

### **6.14 AMENDMENTS TO PROPOSALS**

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

If a Proposal amendment or revocation is sent by fax or email, the Proponent assumes the entire risk that the District will properly receive the fax or email before the Closing Date and Time. The District shall not be liable to any Proponent for any reason a fax or email is not properly received.

## **7.0 PROPOSAL PREPARATION**

### **7.1 CHANGES TO PROPOSAL WORDING**

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

## **7.2 IRREVOCABILITY OF PROPOSALS**

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its Proposal prior to the closing date and time. Upon closing time, all Proposals become irrevocable. By submission of a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into the District's Consulting Services Contract.

## **7.3 PROPONENT'S EXPENSE**

Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the District, if any. If the District elects to reject all Proposals, the District will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Contract or any other matter whatsoever.

## **7.4 LIMITATION OF DAMAGES**

The Proponent, by submitting a Proposal, agrees that it will not claim damages, for whatever reason, relating to the RFP or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal. The Proponent, by submitting a Proposal, waives any claim for loss of profits if no agreement is made with the Proponent.

## **8.0 ADDITIONAL TERMS**

### **8.1 SUB-CONTRACTING**

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

### **8.2 LIABILITY FOR ERRORS**

While the District has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve

proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

### **8.3 AGREEMENT WITH TERMS**

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

### **8.4 USE OF REQUEST FOR PROPOSALS**

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

### **8.5 DISTRICT REPRESENTATIVE**

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

### **8.6 PAYMENT HOLDBACK**

The Contract may contain a provision whereby the District will hold back a portion of the total Contract price until the requirements of the RFP have been met.

### **8.7 SOFTWARE**

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

### **8.8 ARBITRATION**

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

## **9.0 CONDITIONS**

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

Committee will examine all Proposals and recommend which Proposal is in the District's best interest.

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

## **10.0 CONTRACTOR'S OBLIGATIONS**

### **10.1 REGISTRATION WITH WORKSAFE BC (WCB)**

The Contract may contain a provision that the Contractor and any approved subcontractors must be registered with WorkSafe BC (WCB), in which case WorkSafe BC (WCB) coverage must be maintained for the duration of the Contract. Prior to receiving any payment, the Contractor may be required to submit a WorkSafe BC (WCB) Clearance Letter indicating that all WCB assessments have been paid.

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

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

## **10.2 GOVERNING REGULATIONS**

The Contractor shall apply and pay for all necessary permits or licences required for the execution of the Work (but this shall include the obtaining of permanent easements or rights of servitude). The Contractor shall give all necessary notices, pay for all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of the public health. The Contractor shall be responsible for the safety of all workers and equipment on the project in accordance with all applicable safety legislation passed by Federal, Provincial and local authorities governing safety.

## **11.0 INSURANCE PROTECTION AND DAMAGE**

### **11.1 GENERAL INSURANCE**

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

### **11.2 INSURANCE**

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

#### *Commercial General Liability Insurance*

Providing for an inclusive limit of not less than \$2,000,000 for each occurrence or accident; providing for all sums which the Contractor shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Work or Services or any operations carried on in connection with this Contract; including coverage for Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability.

#### *Cross Liability Coverage*

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

Coverage must remain in force for the life of the Project and for a minimum of 12 months after substantial completion.

#### *Professional Errors and Omissions Insurance*

Coverage in the amount of \$1,000,000 per occurrence and in the aggregate, and must remain in force for the life of the Project and for 12 months after substantial completion.

#### *Automobile Liability Insurance*

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

### **11.3 THE DISTRICT NAMED AS ADDITIONAL INSURED**

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

### **11.4 CONTRACTOR'S SUBCONTRACTORS**

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



### **11.5 CERTIFICATES OF INSURANCE**

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

### **11.6 OTHER INSURANCE**

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

### **11.7 ADDITIONAL INSURANCE**

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

### **11.8 INSURANCE COMPANIES**

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

### **11.9 FAILURE TO PROVIDE**

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

### **11.10 NON-PAYMENT OF LOSSES**

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

#### **11.11 INDEMNITY**

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

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

## Schedule A – PROJECT DETAILS

### Purpose

The District of Summerland and its stakeholders are seeking proposals from qualified individuals or firms to develop a comprehensive business plan for the development of a Regional Agricultural Innovation Centre Concept (“the Centre”) located in Summerland. This regional initiative is being developed by The District of Summerland and its partners: the Summerland Chamber of Commerce; Community Futures Okanagan Similkameen; the City of Penticton; and Okanagan College, with support from the South Okanagan Similkameen Economic Development Group, the Ministry of Agriculture and the Ministry of Forests, Lands, Natural Resource Operations, & Rural Development. It is expected that the business plan scope multiple model options for the Centre.

The business plan will serve as a **strategic** and **directional** resource to guide decision making towards an appropriate model for the Centre that is aligned with regional needs, as identified by stakeholders. The business plan will prioritize programs and services to develop a strategy that meets needs identified in the feasibility study while identifying costs, partnerships, and opportunities and methods to reduce costs. An action plan on business plan implementation coupled with a recommendation on the potential of the Centre and a rationale on why the Centre should proceed are also required.

### Background

The District of Summerland is located in the south Okanagan. A community of approximately 11,300 people, Summerland’s roots lie in being an agricultural district that has recently transformed into a residential community and tourist destination. In recent years, the Summerland Chamber of Commerce and the District of Summerland have worked together to leverage the community’s assets in agriculture and accelerate growth and innovations within the agri-food and agri-tech sectors. By commissioning a feasibility study for an Agricultural Innovation Centre Concept in early 2017, the Chamber, District and its partners identified areas of interest – to local businesses, entrepreneurs, not-for-profits, government and industry – for the development of the Centre.

The District requires a business plan to further strategize and calculate the economics of the Feasibility Study’s findings while assisting the District and its partners to make informed decisions on the future direction of an Agricultural Innovation Centre Concept.

The business plan will look at the long-term future of the Center, internal operations and financial realities. The plan will serve as a guiding document of the principles and direction of the Centre over the next five years with a goal of being as close to self-sufficient financially as possible. The plan must consider and integrate findings from previous studies on the impact of agriculture in the regional economy, such as: the MDB Insights 2016 FDI Strategy report; the 2017 Okanagan Agriculture Innovation Centre Feasibility Study and other key documents provided in the *Additional Documents* section of this schedule.

### Expected Outcomes

The Agricultural Innovation Centre Concept business plan must yield findings and recommendations that can be followed confidently year over year to achieve clear objectives identified through the crafting of the plan. In this regard, the plan will need to be flexible, allowing for change and updates over time, and

be forward thinking to fully reflect the information at hand and knowledge we possess at this time. The plan must be tailored to the District and its partners and devoid of generic and non-essential material that does not serve to provide immediately relevant information. The plan must demonstrate the Centre reducing its reliance on government grants and becoming more financially viable after five years of operations.

The District seeks a collaborative proponent that will bring passion, enthusiasm and expertise to bear regarding both technical aspects and public engagement where required. The higher purpose of the plan is to help the District and its partners become a hub for agricultural innovation.

## **Scope of Work**

The project scope will focus on further developing findings from the 2017 Feasibility Study related to infrastructure, operations, programming, and associated services across the regional agriculture value chain. The Feasibility Study identified the following four strategic priorities and goals for an Agricultural Innovation Centre Concept for further exploration in a business plan.

### **Capacity Building**

The Centre will offer capacity building supports and services (physical, virtual or combination) to SMEs to grow their businesses and explore new ideas, creating a positive business climate in the region that will incubate entrepreneurship, job growth and encourage business innovation. Capacity building focuses on developing and strengthening business skills of a SME that will result in increased competitiveness, while ensuring they can adapt to market trends and consumer preferences that may impact business models.

#### **❖ *For the Business Plan:***

- Identify the business tools and resources available in the region to facilitate capacity building through current (and potential) stakeholders / partners of the Centre.
- Identify existing capacity building services in the region and evaluate alignment and partnership opportunities. Examples of services and supports include business plan development, company assessments, marketing strategies, distribution plans and networks, etc.
- The Centre should offer a full spectrum of skill and expertise at every stage along the business development continuum to help SMEs grow and scale-up.

### **Match-making, Mentorship, Promotion and Cooperation**

The Centre will be a hub for networking opportunities across the local food value chain. This will be accomplished through mentorship / match-maker services that will build synergies between businesses, entrepreneurs, industry, not-for-profits, academia and governments that will support new collaboration opportunities and will, in turn, result in increased competitiveness and access to traditional and new markets (Lower Mainland and export markets). Summerland is a strategic location at the centre of the Okanagan and has the ability to draw in surrounding key regional resources and assets to grow a strong network. Matching industry and business needs to expertise (mentors, researchers, academia, etc.) can also help identify market trends, technological innovations and job /skills training to help attract further investment into the region.

❖ *For the Business Plan:*

- Clearly identify the capacity of the Centre and its partners and stakeholders to effectively network and provide connections to appropriate services needed to support business growth, improve distribution channel performance, and create collaboration / partnership opportunities to increase competitiveness.
- Identify partners that will help build the most effective network, building on existing partnership and providing recommendations for other key regional / industry players that will improve the network to create full spectrum support.
- To attract key industry players (i.e. private funding), the Business Plan will have to demonstrate the Centre's ability to generate return-on-investment (ROI) through yielding new innovations, technologies, product lines and waste solutions by showcasing the region's current and potential capacity to be innovative in the agriculture and agritech sector. Examples of key network partners include industry specialist, academia, investment capital entities and business development consultants.

### **Value Added Processing**

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

❖ *For the Business Plan:*

- While a commercial kitchen framework will need to be explored in the business plan, expertise in other areas around food testing, product development, food safety, and drying and freezing need to be further researched to determine their regional availability, demand for services and costs for implementing in a shared space.
- The design of an innovative commercial kitchen (i.e., space, specialized equipment) is expected to be identified through thorough engagement with regional stakeholders / businesses / potential users.

### **Innovation Projects**

With the feasibility report identifying a variety of innovations that could improve outcomes for farmers, producers and industry through the Agricultural value chain, the Centre could work to identify innovation projects that require the expertise of partners. Projects that look at modernizing old infrastructure or introducing new technologies to increase industry efficiencies are of interest and could be a significant financial contributor to the Centre.

❖ *For the Business Plan:*

The business plan will need to further analyze the opportunity for development of innovation projects with industry and academia. The Summerland Research and Development Centre, in addition to other regional and provincial institutions and Universities are developing disruptive technologies and methods that will impact industry.

With particular interest paid to the above 4 key strategic priorities, a business plan that leverages findings from the Feasibility Study, strategizes effective business models and calculates associated costs and revenues will allow for the District and its partners to identify the best methods for developing the

Centre. In addition to the Scope of Work provided, the District and its partners have identified key program initiatives and concepts that require further exploration. These concepts can be found in Appendix A of the RFP.

## **Project Deliverables**

The final business plan should be suitable for securing public and private financing and consist of:

### **Executive Summary**

A summary highlighting key elements and results of the plan

### **Centre Description**

A description of the Centre's services (physical, virtual, or combination) and programming, assets, equipment and partnerships

### **Project Costs and Financing**

- An itemized schedule of project costs and financing with an estimate of both capital costs and operating cost for at least five years – for all Centre model options identified.
- An annual operating budget, and a break-even financial projection that analyzes the success of several business models to achieve this.
- An exploration of various methods the Centre could use to generate revenue, including government funding (provincial/federal), private-sector investment, fee for service programs, membership fees, and royalties in new company and product development.
- An exploration of strategic relationships with industry leaders in processing and commercial kitchen development to reduce the Centre's operational costs.
- Identify the costs associated to various programming and service options and the return on investment they could provide to the Centre.

### **Industry Analysis and Partnership Opportunities**

An analysis of the industry, including key regional, domestic and international players, the marketplace and the value chain opportunities available. The process of this analysis should involve consultation with the working group (District of Summerland; Summerland Chamber of Commerce; Community Futures Okanagan Similkameen; the City of Penticton; Okanagan College; Ministry of Agriculture; Ministry of Forests, Lands, Natural Resources Operations & Rural Development), be well documented, and rationalize why selected industry representatives identified through the analysis are strong partners of the Centre Concept.

### **Promotion and Marketing**

A marketing strategy and plan for the market entry and build-up (first three years of operation) of a facility and its eventual sustainability as a viable Centre

### **Human Resources**

Centre structure including staffing and training requirements

### **Governance Plan**

A plan and model for governance and decision-making that takes into account regional industry knowledge.

**Risks and Mitigation**

Describe all potential risk factors to the Centre and mitigation strategies and comments that address issues

**Action Plan**

Steps required to implement the business plan

**Recommendation**

An overall opinion of the viability and potential of the Centre

**Rationale**

Articulation of the reasons why this concept should proceed

The final report shall include ten (10) bound copies and a complete electronic copy in PDF.

## **Project Timelines**

The anticipated key milestone dates for the project are:

RFP issuance:	November 10, 2017
RFP closing:	Dec 8, 2017 2:00 pm PST
Submissions review:	December 11-15, 2017
Contract award:	December 20, 2017

**Initial Findings/Status Report: March 24, 2018**

**Final Project completion: May 28, 2018**

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

## **Projected Budget**

- The maximum budget for the development of the Agricultural Innovation Centre Concept is \$50,000.

## **Additional Information**

1. It is the Proposal Review Committee's expectation that the Proponent will develop a comprehensive proposal outlining their proposed methodology for provision of all the components required and detailing the deliverables which each component will include. The Successful proponent will propose methodology and deliverables that are unique to Summerland and which will reflect the values and needs of the region.
2. Proponents are required to include a separate section in their Proposal that outlines any services they will be providing that are not included in the Scope of Services but which the Proponent deems necessary to successfully complete this consulting assignment.

## **Additional Documents**

There are a number of studies, plans and supporting documentation that have been completed which will provide background information in the development of the business plan.

Proponents are advised that the documents may be of interest and are available for viewing. These additional documents and any additional information made available to Proponents prior to the Closing Date and Time by the District do not form part of the RFP and are not part of the Contract Documents. These documents are made available to assist the Proponent in preparing their Proposal. The Proponent must make its own judgement about the reliability, accuracy, or completeness of this information. It will be the task of the successful proponent to review and assess the information results from these documents, identify gaps in information, and conduct additional research where necessary.

It is the Proponent's responsibility to determine if, as part of their evaluation of this consulting assignment and the preparation of their Proposal, they need to request access to any information not attached to but outlined in the RFP.

The following documents may be of interest:

Okanagan Agriculture Innovation Centre Feasibility Study

SOSD Foreign Direct Investment Strategy

Investment Attraction Strategy – Preliminary Business Plan (December 2016)

[Strategic Innovation Fund Program Guide](#)

[Rural Dividend Fund Program](#)



## Schedule B



**2017-RFP-08**

**Regional Agricultural Innovation Centre Concept Business Plan  
PROPOSAL SUBMISSION FORM**

Complete and return this Proposal Submission Form  
(Proposals will be received on or before 2:00 PM PST on Friday, December 8, 2017)

### PROPOSAL SUBMISSION INSTRUCTIONS

Two (2) printed original and one (1) electronic copy in PDF format of a Proposal in an envelope plainly marked "2017-RFP-08 Regional Agricultural Innovation Centre Concept Business Plan" may be hand delivered, couriered or mailed. Fax or e-mail submissions will NOT be accepted.

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

District of Summerland

Box 159, 13211 Henry Avenue

Summerland, BC V0H 1Z0

Attn: Andreas Boehm, Economic Development Project Manager

Submitted by: \_\_\_\_\_  
Company or Consultant name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
Postal Code

Company Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Company Contact e-mail address: \_\_\_\_\_

(see over for terms and signature requirements)

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

### **1.0 EXECUTION OF CONTRACT**

If the offer contained in this Proposal is accepted, upon being advised that the Contract is available, the Proponent will obtain the Contract and will execute and identify the Contract in a form and manner acceptable to the District of Summerland and will deliver the same within 10 days from the time when the same are available or are delivered or mailed to the Proponent.

### **2.0 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK**

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

### **3.0 NO COLLUSION**

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

### **4.0 ACCEPTANCE OF PROPOSAL**

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

### **5.0 FAILURE OR DEFAULT OF PROPONENT**

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

Executed at \_\_\_\_\_, in the Province of BC this \_\_\_\_\_ day of \_\_\_\_\_, 2017  
under the seal of the Proponent as a specialty instrument.

NOTE: If the Proponent is a corporation, in addition  
to signature, affix corporate seal, if available. If a

\_\_\_\_\_  
natural person makes the Proposal, the Proponent (Corporate Name if Proponent is a  
Corporation)  
must sign it with his/her name typed or clearly printed  
below the signature. If the Proponent is carrying on  
business under a firm name and NOT incorporated,  
Per: \_\_\_\_\_  
the members of the firm must sign below the firm  
name and their names must be typed or clearly printed  
Per: \_\_\_\_\_  
below the signature.

## Appendix A – CONCEPTS OF INTEREST

The following ideas have been considered by the steering committee. It is expected that the consultants explore these ideas in more detail to determine their feasibility in relation to the Centre's operation.

### Centre operation within a Private Partnership

An integral component to the development of the Centre is an operational commercial kitchen. While the business plan requires the framework of a commercial kitchen to be developed, there could be a potential opportunity for the Centre to work closely with an established partner with experience in operating commercial kitchens. Partnership could potentially increase access to expertise in value added processing while also reducing start-up and capital costs associated with the development of a commercial kitchen model and physical location for the Centre. The business plan could compare start-up commercial kitchen costs to those of a viable partnership with an established industry leader who could manage day-to-day operations.

### E-Commerce Sales Platform

With increased competition and growing demands of customers for convenience, e-commerce platforms have had a significant impact on how businesses sell their goods. To date, a majority of South Okanagan companies and producers have not had the ability to offer goods and services on an online platform. Developing an e-commerce platform, or exploring how to better position regional producers to be included on established e-commerce platforms, could potentially be a revenue source for the Centre.

### Knowledge Translation and Transferability

The goal of Knowledge Translation and Transfer (KTT) is to accelerate the uptake of knowledge and technologies in the research stage into use. KTT can affect businesses through the entire value chain by addressing gaps in technology or knowledge and applying new findings and methods to real world applications. KTT initiatives are being explored in the region by both research organizations and academic institutions. Synergies between organizations that are developing KTT programs and the Centre could be essential in the development of capacity building initiatives.