



REQUEST FOR EXPRESSIONS OF INTEREST

Okanagan Food and Innovation Hub

RFEOI ISSUE DATE: 11/2/2021

EOIs may be hand delivered, couriered, mailed or emailed. EOIs received after the Submission Deadline will not be considered.

SUBMISSION DEADLINE: November 25, 2021, at 2:00 pm PT

Delivered to: Brad Dollevoet, Director of Development Services
Email: bdollevoet@summerland.ca
District of Summerland
Municipal Hall
Po Box 159, 13211 Henry Avenue
Summerland, BC V0H 1Z0

The District's website is the only authorized website to obtain documents, Amendments or Addenda related to this RFEOI.

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1. [Introduction:](#)

Through this Request for Expressions of Interest (RFEOI), the District of Summerland (the “District”) invites interested individuals, organizations or businesses to submit Expressions of Interest to provide a location and/or a facility for an Okanagan Food and Innovation Hub (OFIH), also referred to as the “Hub”, in the District of Summerland with a view to launching the Hub by spring 2023.

2. [Project:](#)

2.1. [Background:](#)

The OFIH is a regional collaborative project that focuses on expanding the local agri-food economy and strengthening the food system. The Hub will act as a catalyst to connect many players along the food and agriculture value chain. The OFIH is dedicated to growing the local agri-food economy by offering facilities, equipment, and services that are currently missing from the value chain, including plant-based food processing and product development support.

For several years, the District, along with food hub experts and organizational collaborators, have acted as a host and facilitator of the process to establish a food Hub in the District of Summerland. The District, on behalf of the regional collaborative, is now seeking a location and facility partner or partners to provide or develop the Okanagan Food and Innovation Hub (OFIH) facility.

2.2. [Anticipated process for developing the OFIH](#)

The flow-chart below provides a high-level description of the main elements of the OFIH process leading to the opening of the Hub in June 2023 or sooner.

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2.3. OFIH Requirements, Anticipated Activities, and Business Case

The Hub will need to be developed in phases. This EOI is to seek responses from multiple proponents with the intent to conclude an agreement with a partner or partners that can meet Phase 1 requirements listed below, with capacity and resources to expand into Phase 2 after financial targets are met.

OFIH Location and Facility Requirements

Phase 1 Requirements:

- Main facility to be located in the District of Summerland.
- Building size: minimum 3,000 sq. ft., maximum 8,000 sq. ft.
- Property size: minimum 8,000 sq. ft.
- Lease rate: In the range of \$14- \$18/sq. ft. gross rent (including triple net costs)
- The Phase 1, 3,000 sq. ft. facility will need to accommodate the following elements (the leasehold improvements specific to a food hub will be the responsibility of the hub):

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- Office, administrative and meeting space.
- A minimum of two washrooms (one accessible).
- A 1,500 sq. ft. plant-based food processing kitchen with a bottling/packaging line.
- Space for ambient, refrigerated, and frozen food storage on concrete flooring.
- A food packing and distribution area (brokerage).
- Ability to meet health and safety standards¹ as well as become a HACCP certified facility.
- Access to three-phase electrical power
- Ability to connect to Municipal water and local utility power service.
- Available for occupancy June 1, 2023, or sooner².
- Minimum 5-year lease term with an option to extend - the lease to remain in force even in the event of a change of ownership of the building.
- Good delivery/loading access with two dock level loading bay doors.
- Adequate parking for commercial vehicles and visitors.
- Minimum of two dock-level loading bay doors.
- Conforms to local and provincial land use policy including:
 - District of Summerland land use policy and bylaws.
 - Province of BC land use regulations for the ALR.

Phase 2 Requirements:

- An additional 3,000 - 5,000 sq. ft. (for a total of 8,000 sq. ft.) for expanding plant-based food processing services, storage, and equipment.
- Meeting rooms and classrooms for establishing a business accelerator (e.g., business advisory services, coach network, training and education, funding/investment, facility, and service coordination) and for partnerships with advanced education institutions (i.e. UBCO, Okanagan College).
- Laboratory facilities for product development and applied research, unless provided by another party.

Additional features of land/building characteristics that are considered an asset:

- Access to Highway 97 for convenient distribution of food products.
- Easy access and egress for commercial vehicles.
- Building/land use compatible with surrounding uses.
- Room to expand the building or leasable space as the needs of the food hub expands
- An option to purchase the facility at end of lease term.
- A central, retail-friendly location to create the potential for a retail component.

¹ Including but not limited to: An Application for Health Approval, a detailed, labelled, to-scale Floor Plan and Specification Form, a general business model description (highlight responsibilities of parties), a Food Safety Plan, a Sanitation Plan (with specifics on any shared equipment), and a COVID-19 Safety Plan (depending on status of pandemic)

² This date is approximate and can be negotiated with the successful proponent.

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Anticipated activities of the OFIH

Anticipated activities at the OFIH include but are not limited to:

- Hosting multiple food businesses in a shared space.
- Use of the Hub 8 - 12 months per year.
- Receiving, washing, grading, storing, and preparing raw food for processing.
- Processing the food into value-added products, including packaging and labelling.
- Storing food in walk-in freezers, walk-in coolers, and ambient temperature warehouse space.
- Packing and distributing finished orders.
- Rental of office and small group meeting space.
- Training and networking events, such as conferences and 'learning days'.
- Possible retail sales and agri-tourism site-visits.

Business case for developing the Okanagan Food and Innovation Hub

Developing the OFIH presents unique opportunities to gain a competitive advantage in the hyper-competitive food and agriculture sector as well as to expand the local food economy and improve food security. The business case includes, but is not limited to:

- Access to start-up funding through a partnership with the District of Summerland and other agencies.
- A comprehensive business plan to be completed with extensive market research and financial projections, designed to allow the OFIH to become self-funding with 5 years.
- Strong support from the District for a food hub to be developed in the community.
- The ability to leverage District relationships with Provincial and Federal partners.
- On-going shared costs with other businesses leading to cost savings.
- Access to economies of scale for producer procurement needs and potential access to larger buyers.
- Ability for the Hub to jointly market and distribute the products of its members, thereby improving access to a larger customer base.

Anticipated role of the District of Summerland:

- Broker an arrangement that allows the OFIH to move forward in a tangible way in the next 6 months to a year.
- Apply for start-up grants for Phase 1.
- Share market research and business plan documents with the successful Proponent.

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- Provide input on ownership and governance structures of the OFIH.
- Eventually phase out its involvement after the Hub has been established and remain as a supporting agency.

Proponent Options

The District of Summerland is willing to entertain Expressions of Interests from a wide range of parties, including the following:

- A party that owns a property and building that meets the above requirements that is willing to lease the property to a non-profit organization (still to be determined) of the OFIH.
- A party that owns land of a suitable size and location that is willing to lease or sell the land to a party willing to develop the building for the OFIH.
- A party that is willing to lease or buy a suitable parcel of land and develop a building that meets the above requirements.
- A party that is willing to buy the building and/or property from the developer and become the landlord for the building.
- A party that would like to lease dedicated space for its own use in the same building as the OFIH so that it can take better advantage of the services of the Hub. This type of party should specify how much space it needs as well as other building requirements (e.g., ceiling height, loading bay doors, power needs). In this scenario, OFIH could serve as the master tenant for all tenants in the building or those tenants requiring their own dedicated space could lease directly from the landlord.

If multiple parties come forward to lease dedicated space in the same building, the sum total of their space requirements will be added to the space requirements for the Hub. For example, if three parties submit an expression of interest to rent 2,000 square feet each in the Hub, the size requirements will be increased by 6,000 square feet, provided there is a developer willing to construct a building of this increased size and a property large enough to accommodate the increased size requirements.

2.4. Deliverables:

A leased or owned building location secured through agreement for the placement of the OFIH and to apply for funding with higher level governments (provincial and federal).

2.5. Requirements:

The successful proponent will be required to provide proof of ownership of the proposed land/building being in their name or a long-term lease that secures the proposed location. Insurance, liability, and an issued business license may further be required once a proponent is selected and an agreement is entered into.

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3. RFEOI Process:

3.1. Contact Person:

The point of contact at the District of Summerland for any questions related to this RFEOI is:

- Contracting Manager: Brad Dollevoet, Director of Development Services
- Email: bdollevoet@summerland.ca
- Phone: 250-404-4057

Proponents shall carefully review the RFEOI documents and ask any questions that will further their understanding of the request. Written questions may be submitted by email to the Contact Person. The Proponent is solely responsible to seek clarification from the District on any matter it considers to be unclear, and proponents are to rely on their own independent analysis in preparing a submission.

3.2. Timetable:

This RFEOI process will follow the timetable noted below and may be amended at the District's discretion through the issuance of an addendum to this RFEOI.

Event:	Date:
Issue Date	November 2, 2021
Deadline for Questions	November 16, 2021
Anticipated Last Day to Issue Addenda	November 19, 2021
Submission Deadline:	November 25, 2021 at 2:00 Local Time

3.3. Site Meeting:

The preferred proponents may be requested to provide a site meeting and tour of the identified building/land solution to the review committee and prior to award. It is tentatively scheduled that these meetings may occur the week of November 29 to December 3.

3.4. Addenda Issued by District:

At any time up until the Submission Deadline, the District may issue an Addendum to amend, clarify, or answer questions related to this RFEOI. Each Addendum will be issued at the same location and in the same manner as this RFEOI document. Each Addendum will form an integral part of this RFEOI. Proponents are solely responsible for checking for Addenda up until the Submission Deadline. Proponents are asked to confirm receipt of all Addenda on the Expression of Interest Form.

3.5. EOI Contents:

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Proponents should complete the Expression of Interest Form included in Appendix A or provide the same information in a format of their choice.

3.6. Sections and Submission of EOIs:

Submissions should include the following sections:

- Proponent profile.
- A site plan (drawn to scale) with the following described site characteristics:
 - Property location and size.
 - Current zoning and indication if the site is in the ALR or not.
 - Current level of servicing. If not, feasibility of servicing the parcel/building.
 - Access: roads to service the site, and site parking.
 - Other uses on the site.
- Describe existing or proposed facility characteristics:
 - Size
 - Layout and configuration.
 - Water, sewer, and power access.
 - Building characteristics that meets the requirements of Phase 1, if existing.
 - A floor plan, photos, and/or elevation plan may be submitted to illustrate and describe the proposed lay-out, sizing and configuration.
- Describe how your site or building can meet and/or exceed OFIH requirements as described in section 2.3. Please include layout drawings as well as a written description.
- Provide a high-level financial plan for accommodating Phase 1 requirements. Please indicate costs that would ideally receive start-up funding and what costs would be incurred by the proponent. Please include an estimate of the fully burdened rental rate per square foot for the OFIH for a five-year lease term.

EOIs may be submitted electronically to:

Contracting Manager: Brad Dollevoet, Director of Development Services

Email: bdollevoet@summerland.ca

Phone: 250-404-4057

Or, in the case of a paper submission, they may be submitted to the following address:

District of Summerland

Municipal Hall

PO Box 159, 13211 Henry Ave

Summerland, BC V0H 1Z0

Attention: Brad Dollevoet, Director of Development Services

Municipal Hall is open Monday through Friday from 8:30 am to 4:00 pm and is closed on weekends and statutory holidays.

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The District shall not be liable to any Proponent for any reason an EOI is not properly received. If an EOI is sent by email, the Proponent assumes the entire risk that the District will properly receive it.

3.7. Amendment or Withdrawal of EOIs:

A Proponent may amend an EOI at any time up until the Submission Deadline. Amendments should be submitted in the same format and method as the original EOI. Amendments to an EOI must be clearly labelled as such and must contain the RFEOI reference number and title and the full legal name and legal address of the Proponent. Amendments must clearly detail which part(s) of the EOI is being amended or replaced.

A Proponent may withdraw an EOI that is already submitted at any time throughout the RFEOI process prior to the Submission Deadline by contacting the RFEOI Contact Person.

3.8. Mandatory Requirements and Remedy Period:

Prior to the evaluation of EOIs, the District will review each EOI submission to determine if it complies with the submission instructions and mandatory requirements provided in this RFEOI. If, in the sole discretion of the District, an EOI does not materially comply with the requirements set out in this RFEOI and/or the District determines that there is a material or perceived conflict of interest, the EOI will be disqualified from further consideration.

The District may, in its sole discretion, provide written notification to a Proponent that identifies any of the mandatory or recommended requirements not met and provides the Proponent with five (5) calendar days to remedy and supply the requirements. This option to remedy missing requirements shall be exercised at the absolute discretion of the District and does not apply to EOIs received after the Submission Deadline.

3.9. Evaluation of EOIs:

The District intends that all EOIs submitted in accordance with the submission instructions will be evaluated by District representatives to determine which EOI offers the best overall value to the District.

All proponents must agree to meet the following mandatory requirements for the OFIH:

- Site must be located within the District of Summerland
- The building (if proposed) must be able to meet health and safety standards as well as be HACCP ready
- The landlord must be able to provide a 5-year lease term with an option to extend or purchase that survives transfer of ownership
- The landlord must have the ability to complete construction (if required) and be ready for occupancy by June 1 2023, or sooner.

In addition to the above mandatory requirements, proposals will be evaluated against the following weighted criteria:

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Criteria	Weighting (Points)
Proponent profile	15%
Suitability of location	10%
Building size and configuration	20%
Ability to meet site servicing needs (water, power, sewer, roads)	10%
Access for large, commercial vehicles in accordance with local and provincial land use policies, including parking availability	5%
Ability to meet local and provincial land use/zoning policies	5%
Financial/development plan for construction and/or renovation	10%
Proposed gross rental rate per square foot/ financial value proposition	15%
Ability to expand space to accommodate Phase 2 requirements	10%
Total:	100%

3.10. [Shortlist Interviews/Presentations:](#)

The District, at its sole discretion, or in the event of a tied score between Proponents, may shortlist the Proponents and may invite one or more Proponents to an interview or to present in order to further evaluate the EOIs.

3.11. [Qualifications:](#)

By submitting an EOI, the Proponent is representing that it has the competence, qualifications, and relevant experience to carry out the work and will employ experienced staff to efficiently and safely meet the requirements of the Project.

4. Terms and Conditions

4.1. [Definitions:](#)

“**Addendum**” and “**Addenda**” mean additional information or amendments to this RFEOI, issued by the District.

“**Agreement**” means the written agreement between the District of Summerland and the successful proponent resulting from this RFEOI.

“**EOI**” means a response submitted to this RFEOI.

“**Must**”, “**mandatory**”, or “**required**” means a requirement that must be met in order for an EOI to receive consideration.

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“**Proponent**” means a person or entity that submits an EOI to this RFEOI.

“**Request for Expressions of Interest**” or “**RFEOI**” means this Request for Expressions of Interest and includes the documents listed in the index and any modifications thereof or additions thereto incorporated by addendum before the Submission Deadline.

“**Section**” means the numbered section of the referenced part of this RFEOI.

“**Services**” means the services that the District seeks to be provided by the Supplier.

“**Submission Deadline**” means the date and time that EOIs to this RFEOI must be received.

“**Supplier**” means the individual, firm, partnership, or corporation selected by the District to provide the Services in accordance with the Agreement. [NTD: depending upon the project and the intended agreement this could be changed to Partner, which would also impact the Services definition]

4.2. [Procedural Rights of the District](#)

The District has the right, at its sole discretion, at any time, either before or after the deadline of submission of EOIs, to:

- a) accept, reject, or disqualify any EOI;
- b) determine whether an EOI is in compliance with the RFEOI or whether a failure to comply is material or not;
- c) if no EOIs are received by the Submission Deadline, extend the Submission Deadline;
- d) if only one EOI is received, accept it, reject it, and/or re-issue the RFEOI documents for re-bid without revising the existing RFEOI documents;
- e) alter or amend the RFEOI process, requirements, timetable, description, scope of work or any other aspect of the RFEOI;
- f) seek clarification or request further information or documentation from any or all Proponents, or from third parties;
- g) enter into negotiations or cancel negotiations with any Proponent and continue negotiations with other Proponents;
- h) elect not to proceed with the RFEOI;
- i) cancel this RFEOI and subsequently call for new submissions for the subject matter of this RFEOI (including any portion thereof);
- j) select one or more than one Proponent for the performance of all or any part of the services that are the subject matter of the RFEOI; and,
- k) cancel its decision to enter into an agreement with any Proponent in the event of any material change with respect to the Proponent’s EOI that has not been approved by the District;

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in each case without any liability for costs, expenses or damages incurred or suffered by any proponent or entity.

4.3. Disqualification

The District may, at its sole discretion, disqualify an EOI or cancel its decision to award to any proponent under this RFEOI process, at any time prior to or after the execution of an agreement, if:

- a) the Proponent or EOI is not materially compliant with any part of this RFEOI;
- b) the Proponent fails to cooperate in any attempt by the District to verify any information provided by the Proponent in its EOI;
- c) the EOI, in the opinion of the District, contains false, misleading, or misrepresented information;
- d) the EOI, in the opinion of the District, reveals a real, foreseeable or perceivable conflict of interest;
- e) the Proponent has been responsible for significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts with the District or any other party;
- f) there is evidence professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent;
- g) there is evidence that the Proponent, its employees, agents, contractors, or representatives colluded with one or more other Proponents or any of its respective employees, agents, contractors or representatives in the preparation or submission of EOIs;
- h) there is evidence that the Proponent was convicted of a criminal offence or other serious offences; or
- i) the Proponent has filed for bankruptcy.

4.4. Retention of EOIs and FIPPA:

All EOIs submitted to the District will not be returned and will be retained in accordance with the *Freedom of Information and Protection of Privacy Act* (“FIPPA”). Proponents should note that in accordance with the provisions of FIPPA, certain details of this RFEOI and any executed Contract may be made public.

4.5. Conflict of Interest:

All Proponents must disclose an actual or potential conflict of interest, as set out on the Expression of Interest Submission Form. The District may, at its sole discretion, disqualify any Proponent from this RFEOI process, if it determines that the Proponent’s conduct, situation, relationship (including relationships of the Proponent’s employees and District employees) create or could be perceived to create a conflict of interest.

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The District may rescind or terminate an Agreement entered into if it subsequently determines that the Proponent failed to declare an actual or potential conflict of interest during this RFEOI process, as required under the Expression of Interest Submission Form.

4.6. Confidentiality of EOIs:

Proponents should note that in accordance with the provisions of *Freedom of Information and Protection of Privacy Act*, certain details of this RFEOI and any executed Agreement may be made public, including the Successful Proponent's name and total Agreement price. Proponents should be aware of and review the District's obligations under FOIPPA and the District's limited ability to refuse to disclose third party information pursuant to Section 21 of FOIPPA. Proponents are advised that their EOIs may, as necessary, be disclosed on a confidential basis to advisers retained by the District to advise or assist with the RFEOI process.

4.7. No Contract A and No Claims:

This RFEOI process is not intended to create and no contractual obligations whatsoever (including what is commonly referred to as 'Contract A') shall arise between the District and any Proponent upon the submission of an EOI in response to this RFEOI. For extra clarity, both the Proponent and the District are free to cancel their participation in this RFEOI process at any time up until the execution of a written Agreement for the Services.

Without limiting the above paragraph, no Proponent shall have any claim whatsoever against the District for any damage or other loss resulting from a Proponent's participation in this RFEOI, including where the District does not comply with any aspect of this RFEOI and including any claim for loss of profits or EOI preparation costs should the District not execute an Agreement with the Proponent for any reason whatsoever.

4.8. Governing Law:

This RFEOI is governed by the laws of the Province of British Columbia.

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APPENDIX A – EXPRESSION OF INTEREST FORM

1. Proponent Details:

Full Legal Name of Proponent:	
Other “DBA” Names the Proponent Uses, if applicable:	
Registered Address:	
Contact Person Name & Title:	
Contact Person Phone No.:	
Contact Person Email:	

2. Confirmation of Addenda Received:

We have checked the District’s website for Addenda and confirm receipt of the following Addenda, issued by the District up until the Submission Deadline:

Addendum #	Issued on Date:

3. Offering:

The undersigned offers [NTD: update section to appropriately capture the content required]

4. [NTD: add section if needed]

5. Certification Signature:

By signing this Expression of Interest Submission Form, we the Proponent, certify and acknowledge the following:

- a. We have carefully read and examined this RFEOI document, including all parts and appendices, and have conducted such other investigations as were prudent and reasonable in preparing this EOI. We are able to provide the Services and meet the Project requirements detailed in this RFEOI for the pricing submitted in this EOI.
- b. We certify that the statements made in this EOI are true and submitted in good faith.

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- c. We acknowledge and understand that the RFEOI process and the submission of this EOI do not give rise to any contractual obligations whatsoever (including what is commonly referred to as 'Contract A') between the District and us, the Proponent, and that no contractual obligations shall arise between the District and us, the Proponent, until and unless we execute a written Agreement with the District.
- d. We understand that if our submission is accepted, we will be required to sign an official Agreement with the District of Summerland [NTD: add following if required, and provide a valid business license, proof of the requested insurance, and proof of WorkSafe BC coverage if applicable.]
- e. We certify that in relation to this RFEOI process, we have not engaged in any conduct which would constitute a conflict of interest and we understand that a conflict of interest would include the following situations:
 - i. The Proponent has an unfair advantage or engages in conduct which may give it an unfair advantage;
 - ii. The Proponent has had access to confidential information of the District which is not available to other Proponents to this RFEOI.

The Proponent hereby certifies that the above statements are true and that the individual signing below has the authority to bind the Proponent:

Signature

Name

Title

Date