



## District of North Saanich

# STAFF REPORT

To: Mayor and Council

Date: December 11, 2019

From: Tim Tanton  
Chief Administrative Officer

File: 3220-20 1776 Glamorgan Road

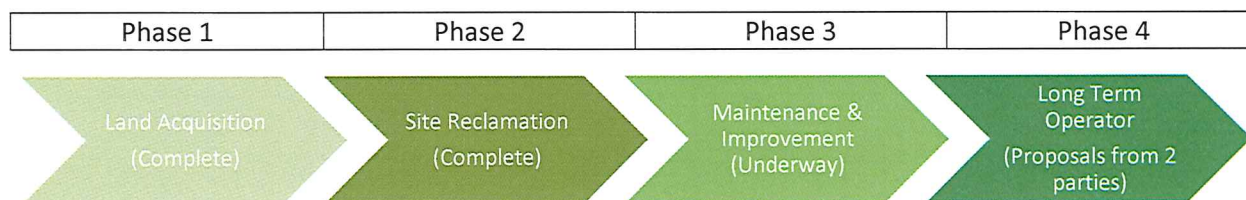
Re: Sandown Draft RFP

### RECOMMENDATIONS:

That Council receive this report and direct staff to finalize and issue the Sandown Request for Proposals.

### BACKGROUND:

The steps in the development of the Sandown project are outlined below.



Reclamation of the Sandown agricultural site (Phase 2) has been completed and North Saanich now has full custody of the site. Short-term maintenance and improvement measures will continue until a long-term operator (LTO) takes over operation of the site. This report deals with the process of selecting the LTO (Phase 4).

### DISCUSSION:

At the October 28 Council meeting, the following resolutions were approved:

- That Council direct staff to request the proponents of the Sandown Centre for Regenerative Agriculture to bring forward a proposal for Council's consideration.
- That Council set the upper limit of annual District funding equal to the balance in the Agricultural Reserve Fund less annual District expenditures for short term maintenance.
- That Council direct staff to remove options 3, 4, 5 and 7 in the report dated October 24, 2019 from the Director of Infrastructure Services from further consideration.
- That Council direct staff to remove the Zone 5 reference on the Sandown Transition team map from further long term lease consideration until the Tseycum Creek watershed stormwater management plan is well underway.
- That Council request staff to bring back a proposal from Option 2: Proposed Offer of Lease submitted by John Upward (Agent) to Council for consideration.

Staff have subsequently worked with legal counsel to develop the attached draft Request for Proposals (RFP). The purpose of the RFP is to gather more detailed information from both proponents, so that a

selection decision can be made. Please note that for brevity, Appendix C (Form of Contract – 32pgs) has not been included. The draft RFP is at the 90% complete stage and minor changes in wording, spelling and punctuation can be expected prior to issuance - these will be handled by staff and the legal counsel.

Some direction from Council is requested on the following high level issues:

- Makeup of evaluation Committee
- To what degree the evaluations will be made public
- Desirable milestone dates for schedule (Section 3.3)
- Any other high level issues.

**OPTIONS:**

Council can:

1. Receive this report and direct staff to finalize and issue the Sandown Request for Proposals ; or
2. Direct staff to make minor changes to the Request for Proposals and proceed to finalize and issue it; or
3. Refer the Request for Proposals back to staff for more substantive changes.

**INTERDEPARTMENTAL INVOLVEMENT:**

This report and the draft RFP were developed with the assistance of the Infrastructure Services, Financial Services and Planning & Community Services Departments.

**RECOMMENDATION:**

That Council receive this report and direct staff to issue the Sandown Request for Proposals.

Respectfully submitted,



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Tim Tanton  
Chief Administrative Officer

Attached: Request for Proposals – Sandown Lands Operator Procurement

RFP No. 20\*-\*

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# DISTRICT OF NORTH SAANICH



## Request for Proposals No. 20\*-\*

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## SANDOWN LANDS OPERATOR PROCUREMENT

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**District of North Saanich**  
1620 Mills Road, North Saanich, BC, V8L 5S9

Closes \*, 20\*

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## 1.0 INTRODUCTION

### 1.1 Summary of Key Information

<b>RFP TITLE</b>	The title of this Request for Proposals (“RFP”) is: <b>RFP 20*-*</b> – Sandown Lands Operator Procurement Proponents should use this title on all correspondence.
<b>CONTACT PERSON</b>	The Contact Person for this RFP is: Tim Tanton, CAO email: ttanton@northsaanich.ca Please direct all enquiries, by email, to the above-named Contact Person. No telephone or fax enquiries please.
<b>SUBMISSION REQUIREMENTS</b>	Proponents must submit two completed Proposals, at least one of which must be originally signed, of the Proposal in the form set out in Appendix D to this RFP. The Proposal must include the information required in Appendix D and Appendix E. All documents must be submitted in accordance with the requirements of Part 3.0 below.
<b>SUBMISSION DEADLINE</b>	The submission deadline is 1:00 pm (local time) on *, 20*.
<b>SUBMISSION LOCATION</b>	The Submission Location is: District of North Saanich, 1620 Mills Road, North Saanich, BC, V8L 5S9
<b>DELIVERY HOURS</b>	Deliveries will be accepted at the submission location on <b>weekdays (excluding Statutory Holidays) from 08:30 a.m. to 4:30 p.m.</b> (local time)

### 1.2 RFP Definitions

Throughout this RFP, the following definitions will apply:

- (a) **“Closing Date”** means the closing time and date for this RFP as set out on page 1 and in Sections 3.3 and 3.4 of this RFP;
- (b) **“Contact Person”** means the person or persons identified in Section 1.1;
- (c) **“Contract”** means the written agreement for provision of the Services resulting from this RFP executed by the District and the Operator which is anticipated to be based on the form of the operating agreement attached as Appendix C;
- (d) **“Council”** means the municipal council of the District;
- (e) **“District”** means the District of North Saanich;
- (f) **“must”, “shall”, or “mandatory”** means a requirement of this RFP that must be met in order for a Proposal to receive consideration;

- (g) **“Operator”** means the successful Proponent selected by the District for this RFP who enters into a Contract with the District to undertake the Project.
- (h) **“Preferred Proponent”** means a Proponent selected by the District to enter into discussions with the District to reach agreement on a final Contract for the provision of the Services;
- (i) **“Project”** means the development and operation of the Sandown Lands in a manner that is consistent with District’s vision for the Sandown Lands and as contemplated by this RFP;
- (j) **“Proponent”** means an individual or a company that submits, or intends to submit, a Proposal in response to this RFP;
- (k) **“Proposal”** means a Proposal in the form attached as Appendix D to this RFP which shall include the information required by Appendix D and Appendix E;
- (l) **“RFEI”** means the Request for Expressions of Interest dated \* and issued by the District in respect of the Sandown Transition Initiative;
- (m) **“RFP”** means this Request for Proposals including all appendices, schedules and addenda;
- (n) **“Sandown Lands”** means the former Sandown Raceway property consisting of those lands shown in Appendix A to this RFP;
- (o) **“Services”** means the provision of services for the development and operation of the Sandown Lands in accordance with the Contract;
- (p) **“should” or “desirable”** means a requirement having a significant degree of importance to the objectives of this RFP;
- (q) **“Transition Team”** means the Sandown Transition Team described in section 1.3 of the RFEI; and
- (r) **“Value-added Services”** means any products, Services or items not specifically requested in Part 2 of this RFP.

## 2.0 SCOPE OF PROJECT

### 2.1 Introduction

The District is inviting proposals for an Operator to undertake the Project and provide Services for the Sandown Lands in accordance with the objectives specified in Section 2.3 and otherwise in accordance with the requirements of this RFP.

### 2.2 Operator’s Responsibilities

The Operator will be responsible for ensuring that the Services are provided in accordance with this RFP and in accordance with all applicable laws and regulations.



## 2.3 Requirements for Services

The District requires an Operator to supply Services in accordance with the following specifications and objectives detailed in Appendix B of this RFP. The District intends to select the Proponent(s) that presents a Proposal that best fulfills the District's objectives and satisfies the evaluation criteria for the required Sandown Lands Operator.

## 2.4 Contract and Commencement of Services

Subject to the District and Successful Proponent executing a Contract in accordance with Section 5.9 of this RFP, the District desires that the Services be commenced by or before \*, 20\*.

## 3.0 INSTRUCTIONS TO PROPONENTS

### 3.1 Application Requirements and Process

Proponents must submit two copies, at least one of which must be originally signed, of the Proposal in accordance with this Part 3.0 and the remainder of this RFP by the Proposal submission deadline detailed in the table below. Proposals are to be in the form attached as Appendix D and must be submitted in accordance with the requirements detailed in Section 3.4 and the other terms and conditions of this RFP.

### 3.2 Form of Proposal

Proponents should complete the form of Proposal attached as Appendix D. Proponents are encouraged to respond to all items listed in Appendix D and to provide the information requested in Appendix E in the order listed. Proponents are encouraged to use the forms provided and attach additional pages as necessary. All Proposals should include a detailed description of the Services to be supplied by the Proponent.

The District invites Proponents to provide details of any other proposals they may have for the Sandown Lands that are consistent with the agricultural land status of the Sandown Lands and the District's vision for the Sandown Lands.

Without limiting the foregoing, all Proposals are subject to the following requirements, terms and conditions:

- (a) each Proponent shall furnish satisfactory evidence indicating their ability to provide the Services as specified;
- (b) the Proponent should supply references; and
- (c) Proponents should include the completed checklist in Appendix E indicating that all documents and information listed in the checklist have been included with the Proposal.

### 3.3 Anticipated Schedule for RFP

The anticipated schedule for this RFP, evaluation and award of a Contract are as follows:

Issuance of RFP	*, 20*
Proposal submission deadline	*, 20*
Proposal evaluation period	*, 20*
Notice of Preferred Proponent	*, 20*



Contract Execution	, 20*
Commencement Date for Supply of Services	, 20*

Timing for the application process and selection of an Operator may vary and the District will ultimately determine the timeline of events in its sole and absolute discretion.

### 3.4 Closing Details

Proponents must submit two completed Proposals, at least one of which must be originally signed, of the Proposal in the form set out in Appendix D to this RFP. The Proposal must include the information required in Appendix D and Appendix E. The Proposal and accompanying documents are to be submitted by way of hard copy in a sealed envelope and clearly marked:

**RFP 20\*-\* – Sandown Lands Operator Procurement**

Proposals must be received no later than 1:00 pm (local time) on \*, 20\* at:

**District of North Saanich  
Department of Financial Services  
1620 Mills Road, North Saanich, BC, V8L 5S9  
Attention: Tim Tanton, CAO**

Proposals should be in a sealed package, marked on the outside with the Proponent's name, title of the Project and RFP reference number. Faxed or e-mailed Proposals will not be accepted. It is the Proponent's responsibility to obtain a date and time stamped receipt signed by the receptionist as proof that their Proposal has been received by the District within the prescribed time limit.

### 3.5 Signature on Proposal

The legal name of the person or firm submitting the Proposal should be inserted in the Proposal. The Proposal should be signed by a person authorized to sign on behalf of the Proponent.

- (a) if the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories.
- (b) if the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the District that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above.
- (c) if the Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

### **3.6 Late Proposals**

Proposals must be received at the address detailed in Section 3.4 by the Closing Date. Late Proposals will not be accepted or considered. Delays caused by delivery, courier, email or mail service(s) will not be grounds for an extension of the Closing Date.

### **3.7 Amendments to Proposals**

Proposals may be revised by written amendment, delivered to the location set out in Section 3.4 above, at any time before the Closing Date but not after. An amendment must be signed by an authorized signatory of the Proponent and submitted with copies in the same manner as provided by Section 3.4.

### **3.8 Conflict of Interest**

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the District, its elected or appointed officials or employees. The District may rely on such disclosure and may exercise its discretion to disqualify any Proponent in the event of an actual or potential conflict of interest.

### **3.9 Inquiries**

It is the responsibility of the Proponent to obtain clarification before submitting a Proposal. Inquiries regarding this RFP are to be directed to the Contact Person:

**Tim Tanton, CAO**  
**District of North Saanich**  
**Email: ttanton@northsaanich.ca**

All inquiries to the Contact Person should be by email. No telephone or fax enquiries please. Any responses to inquiries will be communicated to all Proponents.

### **3.10 Addendums**

The District may, in its sole and absolute discretion through the Contact Person, amend this RFP at any time by issuing a written Addendum. Written Addenda are the only means of amending or clarifying this RFP, and no other form of communication whether written or oral, including written responses to Inquiries as provided by Section 3.9, will be included in, or in any way amend, this RFP. Only the Contact Person is authorized to amend or clarify this RFP by issuing an Addendum. All amendments or responses to enquiries will be communicated to the Proponents.

### **3.11 Cost of Preparation**

Any cost incurred by the Proponent in the preparation of a Proposal will be borne solely by the Proponent. For greater certainty, Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the District or its representatives, relating to or arising from this RFP. The District and its representatives, agents, and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

### **3.12 Proposal Validity**

Proposals will be open for consideration by the District for at least 120 days after Closing Date.



### 3.13 Freedom of Information

All Proposals become the property of the District of North Saanich and, as such, are subject to the requirements of the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c. 165. The District cannot guarantee that any information provide to the District can be held in confidence.

### 3.14 Pricing

Prices in the Proposal are to be quoted in Canadian Funds with the Goods and Services Sales tax (GST) shown as a separate line item, if requested. Prices must be firm for the entire Contract period unless this RFP specifically states otherwise.

### 3.15 Information Meeting

An information meeting (“**Information Meeting**”) may be hosted by the Contact Person in their absolute discretion if a desire is expressed by Proponents. If an Information Meeting is scheduled, the time and location of the Information Meeting will be determined by the Contact Person and communicated to Proponents. While attendance is at the discretion of Proponents, Proponents who do not attend will be deemed to have attended the Information Meeting and to have received all of the information given at the Information Meeting.

### 3.16 Value-added Services

The Proponent has the opportunity to offer and describe any Value-added Services, products or items not specifically requested in Section 2.3. The District reserves the right to accept or reject Value-added Services at its sole discretion.

### 3.17 Environmental Considerations

The District is committed to preserving the environment. Proponents shall provide environmentally sensitive products and services wherever possible. Where materials proposed as part of the Proponent’s Proposal may cause adverse effects on the environment, the Proponent shall indicate the nature of the hazard in its Proposal. The Proponent agrees to advise the District of any known alternatives or substitutes for such materials that will mitigate the effects of any adverse conditions on the environment.

### 3.18 District’s Rights Reserved with Respect to all Proposals

This RFP is not a tender and does not commit the District in any way to select a Preferred Proponent or an Operator, or to proceed to negotiations for a Contract, or to award any Contract, and the District reserves the complete and absolute right, at any time and for any reason, to reject all Proposals, and to terminate this RFP process without compensation to any Proponent. The lowest price Proposal will not necessarily be selected and the District reserves the right to reject any and all Proposals. Without limitation:

- (a) the District has the right to consider selecting the Proposal, which in its sole discretion, it deems most advantageous to its interests, and in each such case, without giving any notice and without liability to Proponents;
- (b) any awards shall be based on Proposals which the District perceives, in its sole discretion, as giving the greatest value based on quality, service, price, reputation, experience, and other criteria, whether disclosed or not;

- (c) Proposals with qualifying conditions or otherwise failure to conform to these instructions may be disqualified or rejected. The District may, however, in its sole discretion, elect to retain for consideration Proposals which are non-conforming because they do not contain the content or form required by these instructions or because they have not complied with the process for submission set out herein;
- (d) the District retains the additional right, in its sole discretion, to waive irregularities in the form of submission of the Proposal, whether of a minor or major nature;
- (e) the District may reject any Proposal which omits or fails to include any one or more items in the Proposal for which a price is required by the RFP; and
- (f) the District reserves the right, in its discretion, to further negotiate with any Proponent it believes has the most advantageous Proposal, or with any other Proponent(s) concurrently. In no event will the District be required to offer any modified terms to any other Proponent prior to entering into a Contract with the Operator, and the District shall incur no liability to any Proponent whatsoever under this RFP and the RFP process, including as a result of such negotiations, modifications, or contract awards.

## **4.0 TERMS AND CONDITIONS**

### **4.1 No Contractual Obligations**

No contractual obligations whatsoever will arise between the District and any Proponent until and unless the District and a Proponent enter into the formal, written Contract.

### **4.2 No Communications or Collusion**

The Proponent agrees that by submitting a Proposal, a Proponent represents and confirms to the District, with the knowledge and intention that the District may rely on such representation and confirmation, that the Proposal has been prepared without collusion or fraud.

### **4.3 Proponent's willingness to enter into Contract**

By submission of a Proposal, the Proponent agrees that should it be identified as the Operator, it is willing to enter into the Contract with the District. Notice in writing to a Proponent that it has been identified as the Operator and the subsequent full execution of a written Contract will constitute a Contract for the provision of the Services. Neither the District nor a Proponent will acquire any legal or equitable rights or privileges relative to the provision of the Services under this RFP until a Proponent has been identified as the Operator and the District and the Operator have fully executed the written Contract. For certainty, the Operator and the District will not be obligated in any manner until a written Contract has been duly executed relating to an accepted Proposal.

### **4.4 Electronic Funds**

If applicable, the Proponent in submitting a Proposal also acknowledges and agrees to payment by Electronic Funds Transfer.



#### **4.5 RFP and Proposal part of Contract**

If the District and a Proponent enter into a formal, written Contract, this RFP and the Proponent's completed Proposal form will be part of the Contract entered into between the Proponent and the District.

#### **4.6 Contract Subject to Approvals**

The Contract shall be subject to all requirements, regulations, approvals, permits, licences pursuant to any federal, provincial or local government enactment and neither regional district or municipal statute, regulation or by-law. Neither acceptance of a Proposal nor execution of a Contract will constitute approval by the District of any activity or development contemplated in any Proposal that requires any approval, permit or license.

#### **4.7 District may enter into Discussions with one or more Proponents**

The District may, after reviewing the Proposals received, enter into discussion with one or more of the Proponents without such discussions in any way creating a binding Contract between the District and any such Proponent. The District will issue an award letter to the Operator.

#### **4.8 Opening of Proposals**

The District intends to open Proposals in private but reserves the right to open Proposals in public at its sole discretion.

#### **4.9 Pricing**

Proponent Prices will be firm for the entire Contract unless the RFP specifies otherwise.

#### **4.10 Limitation of Damages**

The District and its representatives, agents, and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

#### **4.11 Representations**

By submitting a Proposal, a Proponent is representing that its employees have the qualifications, experience, knowledge, skills and abilities necessary for the fulfillment of the Contract, and that all components, labour, materials and equipment required to provide the Services have been identified in the Proposal or will be provided by the Operator and are included in Proposal price.

#### **4.12 Compliance with all Enactments**

Proponents shall familiarize themselves with and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements by all regulatory authorities and shall obtain all necessary licenses, permits and registrations as may be required under British Columbia and applicable Canadian law.

#### **4.13 Sub-Contracting and Partnerships**

Use of a sub-contractor or partner by the Proponent (who should be clearly identified in the Proposal) is acceptable subject to the following:

- (a) the Proposal may include a joint submission by two Proponents that are not affiliated; however, in such case, one of the Proponents should be prepared to take overall responsibility for successful performance of the Contract and this should be clearly defined in the Proposal;
- (b) sub-contracting or partnering with any firm or individual 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 RFP will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this RFP; and
- (c) where applicable, the names of approved sub-contractors or partners listed in the Proposal must be included in the Contract. No additional sub-contractors or partners may be added nor other changes made to this list in the Contract, without the written consent of the District.

#### **4.14 Advertising**

The acceptance of any Proposal and the signing of a Contract do not permit a Proponent to advertise or promote its relationship with the District in any way without the District's prior written authorization.

#### **4.15 Use of RFP**

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

#### **4.16 Confidentiality of Information**

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

#### **4.17 Liability for Errors**

The District has used considerable efforts to ensure an accurate representation of information in this RFP. However, the District accepts no responsibility for the accuracy or completeness of this RFP (including any schedules, appendices or addenda) and no representation or warranty, express or implied, is made or given by the District with respect to the accuracy or completeness of the RFP (including any schedules, appendices or addenda). The information contained in this RFP is supplied solely as a guideline for Proponents. Nothing in this RFP is intended to relieve Proponents from the responsibility of forming their own opinions and conclusions with respect to the matters addressed in this RFP.

#### **4.18 Law**

This RFP, any Proposal submitted under this RFP and any resulting award of Contract shall be governed by and construed in accordance with the laws of the Province of British Columbia, Canada, which shall be deemed the proper law hereof.



#### **4.19 Entire Agreement**

This RFP, the Proposal and the Contract will represent the entire agreement between the District and the Operator and supersede all prior negotiations, representations or agreements either written or oral. The Contract documents may be amended only by written instrument agreement and executed by the Operator and the District.

#### **4.20 Non-Derogation of District's Discretion**

Nothing contained or implied in this Agreement shall fetter in any way the discretion of the District or the Council of the District. Further, nothing contained or implied in this Agreement shall derogate from the obligation of a Party under any other agreement with the District or, if the District so elects, prejudice or affect the District's rights, powers, duties or obligation in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act*, as amended or replaced from time to time, or act to fetter or otherwise affect the District's discretion, and the rights, powers, duties and obligations of the District under all public and private statutes, by-laws, orders and regulations, which may be, if the District so elects, as fully and effectively exercised.

### **5.0 EVALUATIONS OF PROPOSALS**

#### **5.1 Evaluation Criteria**

The District intends to evaluate Proponents using all information requested in Part 3.0 of this RFP and the Proposal with the objective of selecting a Proponent whose qualifications and Proposal best meets the District's requirements and is most beneficial to the District. Evaluation criteria may include, but is not limited to, the following:

- (a) compliance with the District's objectives for the Project; and
- (b) price of the complete Proposal.

In comparing and evaluating the Proposals, it is anticipated that the District will rely on evaluation criteria based on the information set out in the Proposal including the experience, reputation and resources of the Proponent, the quality of the Proponent's technical submission and the terms of the Proponent's financial proposal; however, the District is not bound by the information set out in the Proposal and reserves the absolute right to unilaterally consider other criteria or circumstances that the District determines will assist it in comparing and evaluating the Proposals.

#### **5.2 Evaluation undertaken by District Evaluation Team**

The evaluation of Proposals will be undertaken on behalf of the District by an evaluation team. The evaluation team may consult with others, including District staff members, third party contractors and references, as the evaluation team may in its discretion decide is required.

#### **5.3 Application of Evaluation Criteria**

All criteria considered by the evaluation team, based on the information provided in the Proposals, will be applied evenly and fairly to all Proposals. The evaluation team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal.

#### 5.4 District's Discretion in Evaluation

The District may, in its sole discretion, take any one or more of the following steps, at any time and from time to time, in connection with the review and evaluation, including ranking, of any aspect of a Proposal, including if the District considers that any Proposal or any part of a Proposal, requires clarification or more complete information, contains defects, ambiguities, alterations, qualifications, omissions, inaccuracies or misstatements, or does not for any reason whatsoever satisfy the District that the Proposal meets any requirements of this RFP at any time, or for any other reason the District in its discretion deems appropriate and in the interests of the District and this RFP, or either of them:

- (a) waive any such defect, ambiguity, alteration, qualification, omission, inaccuracy, misstatement or failure to satisfy and any resulting ineligibility on the part of the Proponent;
- (b) independently consider, investigate, research, analyse, request or verify any information or documentation whether or not contained in any Proposal;
- (c) request interviews or presentations with any, all or none of the Proponents to clarify any questions or considerations based on the information included in Proposals during the evaluation process, with such interviews or presentations conducted in the discretion of the District, including the time, location, length and agenda for such interviews or presentations;
- (d) conduct reference checks relevant to the Proponent to verify any and all information regarding a Proponent and to conduct any background investigations that it considers necessary in the course of the RFP process, and rely on and consider any relevant information in the evaluation of Proposals;
- (e) conduct credit, criminal record, litigation, bankruptcy, taxpayer information and other checks;
- (f) seek Proposal clarification with Proponents to assist in making its evaluation;
- (g) not proceed to review and evaluate, or discontinue the evaluation of any Proposal, and disqualify the Proponent from this RFP; and
- (h) request clarifications or additional information from a Proponent with respect to any Proposal, and the evaluation team may make such requests to only selected Proponents and the evaluation team may consider such clarifications or additional information in evaluating a Proposal.

#### 5.5 Evaluation ratings may be subjective

Ratings may be subjective and it is the District's intent that the evaluation of each criteria will be relative to the strength of the other Proposals received. The evaluation criteria may be revised by the District at any time without notice to Proponents. A Contract may or may not take place as a result of Proposals received.



## **5.6 Evaluations will be confidential**

The District may in its absolute discretion make public, or keep confidential, any and all evaluations of Proposals, including totals, weights, prices, scores, data or other evaluation information.

## **5.7 Environmental Considerations in Evaluation**

The District favours working with Proponents who exercise sustainable practices in every aspect of their business, including environmental, economic, cultural, and social. In addition, the District is moving toward maintaining a low carbon footprint and seeks to work with Proponents who have developed a carbon emission reduction program or who are already carbon neutral. Where all other criteria are equal, the District will select the Proponent with the lowest environmental impact, socially defensible programs and/or combination thereof, at the District's sole discretion.

## **5.8 Litigation**

In addition to any other provision of this RFP, the District may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the District, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the District will consider whether the litigation is likely to affect the Proponent's ability to work with the District, its consultants and representatives and whether the District's experience with the Proponent indicates that there is a risk the District will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

## **5.9 Negotiation of Contract and Award**

If the District selects a Preferred Proponent or Preferred Proponents, then it may invite the Preferred Proponent(s) to enter into discussions with the District to reach agreement on a final Contract for the provision of the Services. The District reserves the absolute discretion to negotiate the terms of the Contract with the Preferred Proponent or any Proponent without obligation to notify the other Proponents of any proposed changes. The District also reserves the right to negotiate a completely different Contract with any Proponent without the obligation to inform any other Proponent of that different Contract. If at any time the District reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the District may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

## **5.10 District Right to Cancel Contract**

The Contract shall include a provision that the District shall have the unilateral right to terminate any Contract with the Operator in accordance with the terms of the Contract.

## **5.11 Contract Indemnity**

The Contract shall also include an indemnity whereby the Operator and any subcontractors shall at all times indemnify and save harmless the District and or any of its elected officials, officers, employees or agents from and against all claims and demands, loss, costs, damages, actions, suits, fees, or other proceedings by whomever made brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of the Contract, or any action taken or things done or maintained by virtue

of the Contract or the exercise in any manner of rights arising under the Contract except claims for damage resulting from the negligence of any officer, servant or agent of the District while acting within the scope of their duties of employment.

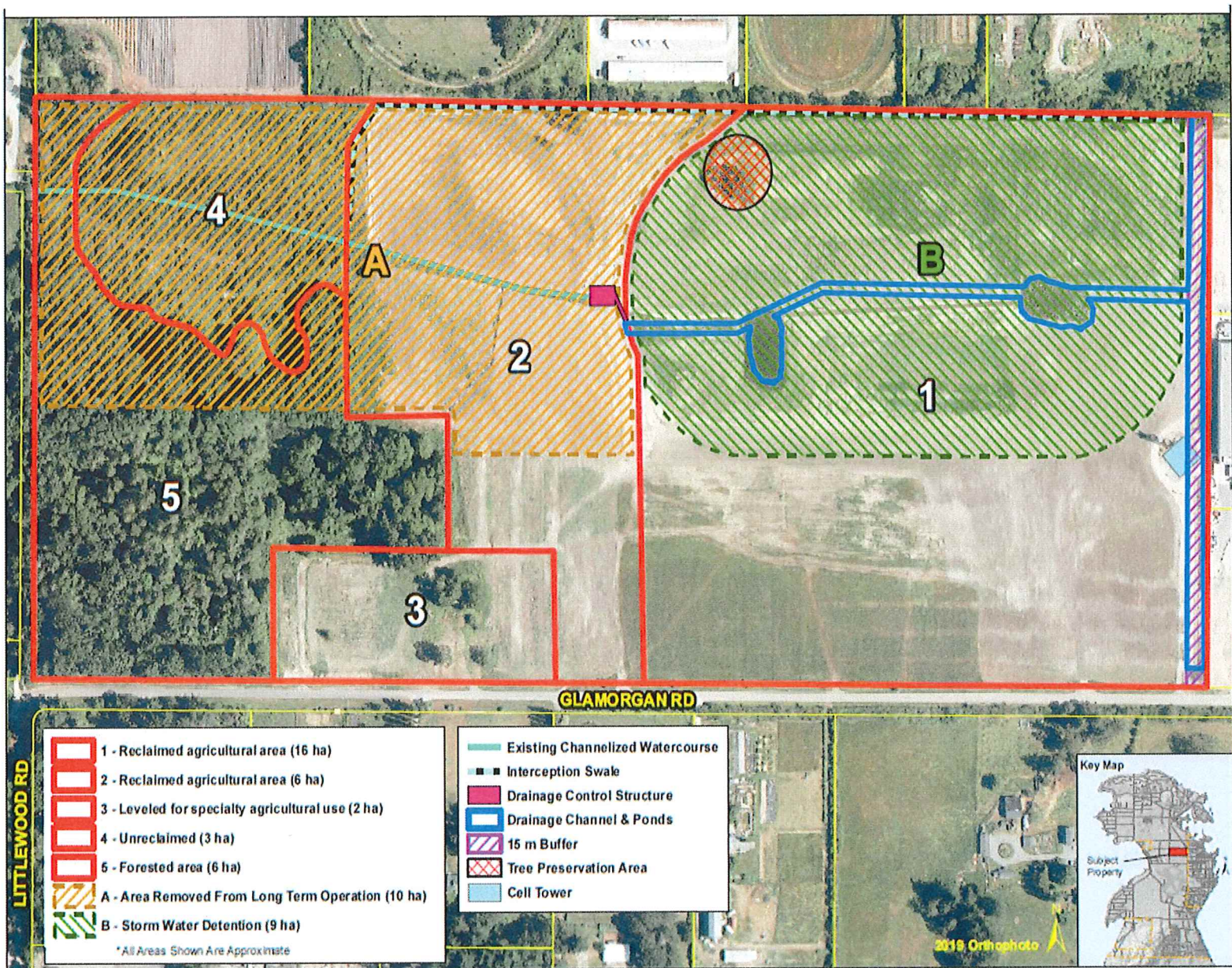
#### **5.12 Changes to Services**

The Contract shall include a provision that any changes or deviations to the Services at any time shall be agreed upon in writing before delivery will be accepted.

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APPENDIX A  
MAP OF SANDOWN LANDS





**APPENDIX B**  
**OBJECTIVES FOR PROJECT**

1. The District anticipates that the Operator will be expected to adhere to the District's vision for the Sandown Lands as described in section 1.4 of the RFEI. Specifically, the District desires the Sandown Lands to become a key regional player in sustainable food production, respecting and working with natural ecosystems and building stronger and healthier communities. To achieve this vision, the District is guided by the recommendations of the Transition Team which include the following:
  - a. developing the Sandown Lands for commercial farming, community food growing, and field-based teaching and learning with partnerships and community involvement being an important part of the success;
  - b. making food production the primary focus of the Sandown Lands and supporting a mix of both new and experienced farmers producing a diversity of crops;
  - c. preserving the ecology and the biodiversity of the Sandown Lands and surrounding lands and waters; and
  - d. Implementing organic standards for agricultural practices and additional measures to enhance the quality of soil and water flowing through the Sandown Lands.
2. The Operator would be expected to apply to the Agricultural Land Commission of British Columbia for any non-farm uses planned on part of the Sandown Lands by the Operator. Diversification and innovation to benefit local farmers such as an onsite farmers' market, farm retail centre and support for more public access to the Sandown Lands are examples of non-farm uses that would require approval.
3. The Operator will be required to enter into a long-term Contract for the lease and operation of part of the Sandown Lands. The draft agreement attached as Appendix C is anticipated to form the basis for negotiation of a Contract with the Successful Proponent; however, the District reserves the right, in its discretion, to negotiate with any Proponent and no contractual obligations whatsoever will arise between the District and any Proponent until and unless the District and a Proponent enter into the formal, written Contract.
4. The terms of the Contract are anticipated, but not necessarily, to include the following terms and provisions:
  - a. the term of the Contract would be at least 10 years;
  - b. the District may terminate the Contract early for any of the reasons described in the Contract, based on municipal uses or default by the Operator;
  - c. by resolution of Council, the area identified as Zone A and cross-hatched in yellow in Appendix A has been removed from further long-term lease consideration until the Tseycum Creek watershed stormwater management plan is well underway. It is unlikely this area will be included in the lease area described in the Contract until at least 2021;



- d. the interior of the former horserace track in the area identified as Zone 1 in Appendix A is used as stormwater detention pond by the District and this area is subject to seasonal flooding in response to large rainfall events; and
  - e. the oak tree identified in Zone 1 of Appendix A will need to be protected from any farming or other activities that could adversely affect it.
5. The District may provide funding to the Operator for the provision of Services. Council has set the upper limit of annual funding equal to the balance in the District's Agricultural Reserve Fund less annual District expenditures for short term maintenance. The District estimates that this funding would amount to a maximum of approximately \$100,000 annually.

**APPENDIX C**  
**FORM OF CONTRACT**

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**APPENDIX D**  
**PROPOSAL**

District of North Saanich  
1620 Mills Road  
North Saanich, BC, V8L 5S9  
Attention: \*

**RE: RFP #20\*-\*, Sandown Lands Operator Procurement**

By completing the form below, the Proponent deems the following statements to be true:

1. The enclosed Proposal is submitted in response to the above-referenced RFP. Through submission of this Proposal we agree to all of the terms and conditions of the RFP.
2. We have carefully read and examined the RFP and have conducted such other investigations as were prudent and reasonable in preparing the Proposal. We agree to be bound by statements and representations made in this Proposal and to any Contract resulting from the Proposal.

Proponent Information	
Full legal name of Proponent:	
Full name of authorized representative of Proponent for this RFP:	
Business Address of Proponent:	
Telephone number of Proponent:	
Fax number of Proponent:	
Email address of Proponent:	
Signature :	Date:

3. We confirm that the following appendices are attached to and form a part of this Proposal:

Appendix D-1 –Proponent’s Experience, Reputation and Resources;  
Appendix D-2 – Subcontractors; and  
Appendix D-3 –Details of Services to be supplied by Proponent.  
Appendix E – Proposal Checklist

4. We confirm that this Proposal is accurate and true to best of our knowledge.
5. We have the authority to bind the Proponent.

This Proposal is submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



\_\_\_\_\_  
(Name of Proponent)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

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**APPENDIX D-1**  
**PROPONENT'S EXPERIENCE, REPUTATION AND RESOURCES**

1. Proponents should provide information on the following (use the spaces provided and/or attach additional pages, if necessary):

a. Organizational background, stability, structure of the Proponent:

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b. Proponent's relevant experience and qualifications in delivering services similar to those Services required by the RFP:

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c. Proponent's demonstrated ability to provide the Services including Proponent's systems for environmentally friendly practices and elements:

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d. Proponent's equipment servicing resources, capability and capacity, as relevant:

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e. Proponent's financial strength (with evidence such as financial statements, bank references, if applicable):

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f. A designated senior manager responsible for the day-to-day operations and sufficient qualified support staff to provide the Services who has direct experience in the delivery of comparable services:

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g. Demonstrate an understanding of the complexities of this specific Project. Identify specific items such as management of farm operations, reclamation of agricultural lands, and general administration:

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- h. List any actual or potential conflicts of interest and existing business relationships the Proponent, its principals, directors, officers and shareholders may have with the District, its elected or appointed officials or employees. The District may rely on such disclosure and may exercise its discretion to disqualify any Proponent in the event of an actual or potential conflict of interest:

2. Proponents should provide information on the background and experience of all key personnel proposed to provide the Services (use the spaces provided and/or attach additional pages, if necessary):

Key Personnel

Name: \_\_\_\_\_  
Years of Experience: \_\_\_\_\_  
Training: \_\_\_\_\_  
Responsibility on Project: \_\_\_\_\_

Name: \_\_\_\_\_  
Years of Experience: \_\_\_\_\_  
Training: \_\_\_\_\_  
Responsibility on Project: \_\_\_\_\_

Name: \_\_\_\_\_  
Years of Experience: \_\_\_\_\_  
Training: \_\_\_\_\_  
Responsibility on Project: \_\_\_\_\_

Name: \_\_\_\_\_  
Years of Experience: \_\_\_\_\_  
Training: \_\_\_\_\_  
Responsibility on Project: \_\_\_\_\_

Name: \_\_\_\_\_  
Years of Experience: \_\_\_\_\_  
Training: \_\_\_\_\_  
Responsibility on Project: \_\_\_\_\_

Name: \_\_\_\_\_  
Years of Experience: \_\_\_\_\_  
Training: \_\_\_\_\_  
Responsibility on Project: \_\_\_\_\_

## **APPENDIX D-2**

### **SUB CONTRACTORS**

Proponents should provide the following information on the background and experience of all sub-contractors and partners proposed to undertake a portion of the Project (use the spaces provided and/or attach additional pages, if necessary). If no sub-contractors or partners will be taking part in the Project, the Proponent should indicate N/A.

[illegible]



**APPENDIX D-3**  
**DETAILS OF SERVICES TO BE SUPPLIED BY PROPONENT**

Proponents need to include information and materials set out in this Appendix D-3 with their Proposals.

1. Clear definition of the total lease areas requested by the Proponent including map/drawing showing intended activities on specific subareas within the proposed overall lease area. (Note: Proponents don't need to lease the entire area):

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2. Minimum lease area(s) which would be considered for the Proponent's Proposal to be viable if the District were to consider leasing to multiple Proponents. Proponent should also address the financial and other impacts of a potential reduced lease area on the Proposal:

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3. Proposed lease term:

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4. Details of anticipated development and activities described for each year of the proposed Contract term including any proposed infrastructure, buildings, major activities and events on the site. The proposed development activities may form part of the long-term commitments of the Operator to the District under the Contract:

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5. Detailed annual financial projections, including details and assumptions used to determine estimated revenues and expenses for the duration of the Contract:

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6. Details for development and production of the Sandown Lands for each year of the Contract:

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7. Details for soil building activities and investments for Sandown Lands for all arable areas (excluding Zones \* and \* shown in Appendix A):

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8. Proponent's paid directors, officers and employees and their respective salaries for each year of the proposed Contract:

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9. Detailed list and description of any anticipated uses or activities on the Sandown Lands which may require permits, variances or other approvals from the District, the Agricultural Land Commission or other regulatory bodies:

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10. Clear, detailed, and quantified requirements of District support for the duration of the lease broken down by year including:

- a. Direct financial support and funding required from the District:

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- b. Any in-kind services expected of the District (including materials, equipment, operators, labour, and capital works):

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- c. Expectations for water supplied by the District (i.e., whether water to be provided at no cost, at agricultural rate, or other) and approximate anticipated volume required on annual basis:

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- d. Clear indication as to Proponent's commitment and intent to pay applicable taxes and fees or requirement for these to be waived by the District. This would include any permits, application fees, property taxes or parcel taxes which would normally apply:



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- e. Any infrastructure to be provided or installed by the District (e.g. water service(s), fencing, roads, trails, etc.)

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11. Annual crop management plan including:

- a. Proposed crops, areas, timing of seeding and harvesting:

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- b. Residue management plan:

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- c. Fertility management plan:

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- d. Pest management plan:

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- e. Source of anticipated equipment/operators to be used:

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12. Detailed business plan for each year of the proposed Contract including:

- a. Grants:

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b. Product sales:

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c. Other revenues:

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d. Expenses/costs:

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13. Details of governance and oversight model including:

a. Corporate structure/composition:

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b. Governance/decision making process:

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c. Staff/board salaries over course of Contract term:

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d. Anticipated role for District in governance, if any:

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e. Copies of all corporate charter documents and proof that Proponent is in good standing, included with Proposal:

14. Proponents anticipated borrowing for the Proposal:

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15. Detailed description of all anticipated partnerships including role/responsibilities of each partnering entity.

16. Requirements for qualified and certified professionals as required for the Proponent's Services and activities including agrologists, engineers, architects for major modifications/activities, and if applicable, names and contact information:

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17. Alignment of Proposal with District policies, including Official Community Plan ("OCP") and Whole community Agricultural Strategy ("WCAS") including reference to specific relevant policies and details of how Proposal achieves the objectives of that policy:

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18. Describe all risk factors and risk mitigation strategies, including insurance coverage and indemnities and measures for safety and protection against liability:

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19. Method, frequency and content of status/progress update reports to be provided to the District:

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20. Disclosure of Conflicts of Interest, if any:

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**APPENDIX E**  
**PROPOSAL CHECKLIST**

1. ☐ The Operator will be responsible for ensuring that the Services are provided in accordance with this RFP and in accordance with all applicable laws and regulations.
2. ☐ Proponents must submit two copies, at least one of which must be originally signed, of the Proposal in accordance with Part 3.0 and the remainder of the RFP by the Proposal submission deadline detailed in the RFP. Proposals are to be in the form attached as Appendix D and must be submitted in accordance with the requirements detailed in Section 3.4 and the other terms and conditions of the RFP. (s. 3.1)
3. ☐ Proponents are encouraged to use the forms provided and attach additional pages as necessary.
4. ☐ Each Proponent shall furnish satisfactory evidence indicating their ability to provide the Services as specified. (s. 3.2(a))
5. ☐ Proponents should include the completed checklist in Appendix E indicating that all documents and information listed in the checklist have been included with the Proposal. (s. 3.2(c))
6. ☐ Proposals must be submitted by the submission deadline by way of hard copy in a sealed envelope and clearly marked "RFP 20\*-\*- Sandown Lands Operator Procurement" to:  
  

District of North Saanich  
Department of Financial Services  
1620 Mills Road, North Saanich, BC, V8L 5S9  
Attention: \*Tim Tanton, Chief Administrative Officer  
  
(s. 3.4)
7. ☐ The legal name of the Proponent submitting the Proposal should be inserted in the Proposal. The Proposal should be signed by a person authorized to sign on behalf of the Proponent.
  - (a) if the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories.
  - (b) if the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing

authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the District that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above.

- (c) if the Proponent is an individual, including a sole proprietorship, the name of the individual should be included. (s. 3.5)
8. ☐ A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the District, its elected or appointed officials or employees. The District may rely on such disclosure and may exercise its discretion to disqualify any Proponent in the event of an actual or potential conflict of interest. (s. 3.8)
9. ☐ Prices in the Proposal are to be quoted in Canadian Funds with the Goods and Services Sales tax (GST) shown as a separate line item, if requested. Pricing must be quoted inclusive of all shipping, duty and other applicable costs F.O.B. the location indicated in the RFP. Prices must be firm for the entire Contract period unless this RFP specifically states otherwise. (s. 3.14)
10. ☐ The Proponent has the opportunity to offer and describe any Value-added Services, products or items not specifically requested in Section 2.3. The District reserves the right to accept or reject Value-added Services at its sole discretion. (s. 3.16)
11. ☐ Where the Proponent proposes to use materials that may cause adverse effects on the environment, the Proponent shall indicate the nature of the hazard in its Proposal. The Proponent agrees to advise the District of any known alternatives or substitutes for such materials that will mitigate the effects of any adverse conditions on the environment. (s. 3.17)