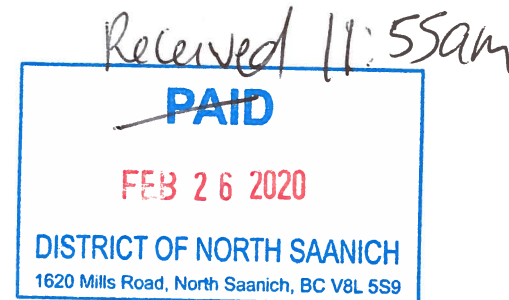


DISTRICT OF NORTH SAANICH



Request for Proposals No. 2020-01-CS-RFP

SANDOWN LANDS OPERATOR PROCUREMENT

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

Closes February 26th, 2020

TABLE OF CONTENTS

| | | |
|------|--|----|
| 1.0 | INTRODUCTION | 4 |
| 1.1 | Summary of Key Information | 4 |
| 1.2 | RFP Definitions | 4 |
| 2.0 | SCOPE OF PROJECT | 5 |
| 2.1 | Introduction | 5 |
| 2.2 | Operator's Responsibilities | 5 |
| 2.3 | Requirements for Services | 6 |
| 2.4 | Contract and Commencement of Services | 6 |
| 3.0 | INSTRUCTIONS TO PROPONENTS | 6 |
| 3.1 | Application Requirements and Process | 6 |
| 3.2 | Form of Proposal | 6 |
| 3.3 | Anticipated Schedule for RFP | 6 |
| 3.4 | Closing Details | 7 |
| 3.5 | Signature on Proposal | 7 |
| 3.6 | Late Proposals | 8 |
| 3.7 | Amendments to Proposals | 8 |
| 3.8 | Conflict of Interest | 8 |
| 3.9 | Inquiries | 8 |
| 3.10 | Addendums | 8 |
| 3.11 | Cost of Preparation | 8 |
| 3.12 | Proposal Validity | 8 |
| 3.13 | Freedom of Information | 9 |
| 3.14 | Pricing | 9 |
| 3.15 | Information Meeting | 9 |
| 3.16 | Value-added Services | 9 |
| 3.17 | Environmental Considerations | 9 |
| 3.18 | District's Rights Reserved with Respect to all Proposals | 9 |
| 4.0 | TERMS AND CONDITIONS | 10 |
| 4.1 | No Contractual Obligations | 10 |
| 4.2 | No Communications or Collusion | 10 |
| 4.3 | Proponent's willingness to enter into Contract | 10 |
| 4.4 | Electronic Funds | 10 |

| | | |
|------|--|----|
| 4.5 | RFP and Proposal part of Contract..... | 11 |
| 4.6 | Contract Subject to Approvals | 11 |
| 4.7 | District may enter into Discussions with one or more Proponents..... | 11 |
| 4.8 | Opening of Proposals..... | 11 |
| 4.9 | Pricing..... | 11 |
| 4.10 | Limitation of Damages | 11 |
| 4.11 | Representations | 11 |
| 4.12 | Compliance with all Enactments..... | 11 |
| 4.13 | Sub-Contracting and Partnerships | 12 |
| 4.14 | Advertising | 12 |
| 4.15 | Use of RFP | 12 |
| 4.16 | Confidentiality of Information | 12 |
| 4.17 | Liability for Errors..... | 12 |
| 4.18 | Law | 12 |
| 4.19 | Entire Agreement..... | 13 |
| 4.20 | Non-Derogation of District's Discretion..... | 13 |
| 5.0 | EVALUATIONS OF PROPOSALS | 13 |
| 5.1 | Evaluation Criteria..... | 13 |
| 5.2 | Evaluation undertaken by District Evaluation Team..... | 13 |
| 5.3 | Application of Evaluation Criteria | 13 |
| 5.4 | District's Discretion in Evaluation | 14 |
| 5.5 | Evaluation ratings may be subjective | 14 |
| 5.6 | Evaluations will be confidential | 15 |
| 5.7 | Environmental Considerations in Evaluation..... | 15 |
| 5.8 | Litigation | 15 |
| 5.9 | Negotiation of Contract and Award..... | 15 |
| 5.10 | District Right to Cancel Contract..... | 15 |
| 5.11 | Contract Indemnity | 15 |
| 5.12 | Changes to Services | 16 |

1.0 INTRODUCTION

1.1 Summary of Key Information

| | |
|--------------------------------|--|
| RFP TITLE | The title of this Request for Proposals (“RFP”) is: RFP 2020-01-CS-RFP – Sandown Lands Operator Procurement Proponents should use this title on all correspondence. |
| CONTACT PERSON | 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. |
| SUBMISSION REQUIREMENTS | 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 C to this RFP. The Proposal must include the information required in Appendix C and Appendix D. All documents must be submitted in accordance with the requirements of Part 3.0 below. |
| SUBMISSION DEADLINE | The submission deadline is 1:00 pm (local time) on February 26th, 2020. |
| SUBMISSION LOCATION | The Submission Location is: District of North Saanich, 1620 Mills Road, North Saanich, BC, V8L 5S9 |
| DELIVERY HOURS | Deliveries will be accepted at the submission location on weekdays (excluding Statutory Holidays) from 08:30 a.m. to 4:30 p.m. (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 E;
- (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 C to this RFP which shall include the information required by Appendix C and Appendix D;
- (l) **“RFEI”** means the Request for Expressions of Interest dated August 30th, 2019 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 June 1st, 2020.

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 C 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 C. Proponents are encouraged to respond to all items listed in Appendix C and to provide the information requested in Appendix D 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 D 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 | January 15th, 2020 |
| Proposal submission deadline | February 26th, 2020 |
| Anticipated proposal evaluation period | 4 to 6 weeks |
| Notice of Preferred Proponent | April 8th, 2020 |

| | |
|--|-----------------------------|
| Contract Execution | May 20 th , 2020 |
| Commencement Date for Supply of Services | June 1 st , 2020 |

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 C to this RFP. The Proposal must include the information required in Appendix C and Appendix D. The Proposal and accompanying documents are to be submitted by way of hard copy in a sealed envelope and clearly marked:

2020-01-CS-RFP – Sandown Lands Operator Procurement

Proposals must be received no later than 1:00 pm (local time) on February 26th, 2020 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

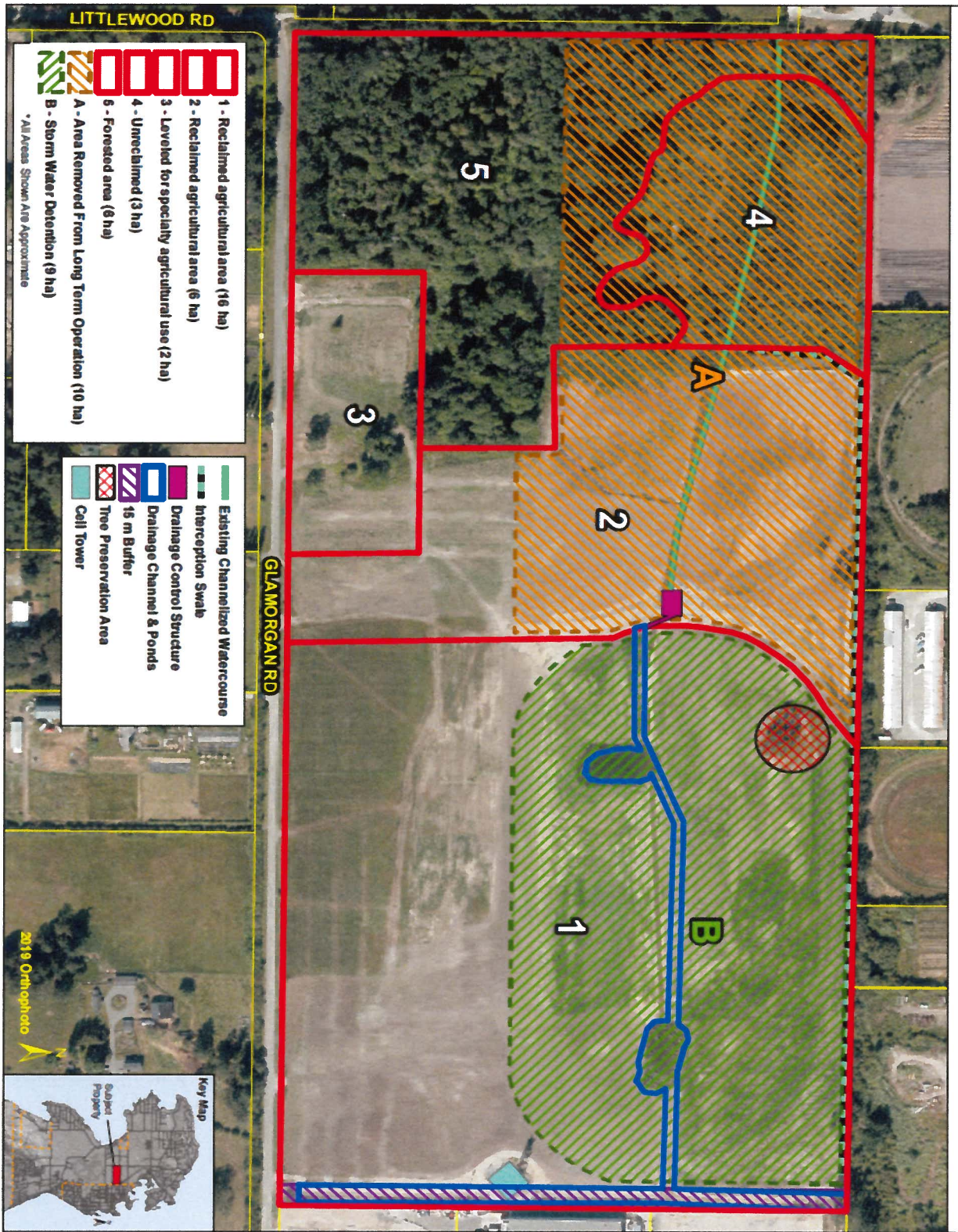
The Contract shall also include an indemnity whereby the Operator and any subcontractors shall at all times indemnify and save harmless the District and or any of its elected officials, officers, employees or agents from and against all claims and demands, loss, costs, damages, actions, suits, fees, 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.

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 E 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. Based on this condition imposed by Council, this area is not likely to be included in the lease area described in the Contract prior to 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
PROPOSAL


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

RE: 2020-01-CS-RFP - 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: Gobind Farms Inc. |
| Full name of authorized representative of Proponent for this RFP: Satnam Dheenshaw |
| Business Address of Proponent: 6929 Veyaness Rd., Saanichton BC V8M 1W1 |
| Telephone number of Proponent: (250) 744-7942 |
| Fax number of Proponent: (250) 652-0033 |
| Email address of Proponent: gobindfarms@gmail.com |

| | |
|--|-----------------|
| Signature:  | Date: 24FEB2020 |
|--|-----------------|

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

Appendix C-1 –Proponent's Experience, Reputation and Resources;
Appendix C-2 – Subcontractors; and
Appendix C-3 –Details of Services to be supplied by Proponent.
Appendix D – 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 24th day of February 2020.

Gobind Farms Inc.
(Name of Proponent)



(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

Satnam Dheenshaw, Owner

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

APPENDIX C-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:
See attached Gobind Farms Business Profile (APPENDIX F-1) and article 'Gobind Farms founder remembered' on Peninsula News Review (APPENDIX F-2). ;
 - b. Proponent's relevant experience and qualifications in delivering services similar to those Services required by the RFP:
Over 40 years we have regularly purchased and leased lands and have developed them successfully into commercial farms. Satnam, the owner has expertise in land reclamation, land management, crop growth and equipment maintenance. ;
 - c. Proponent's demonstrated ability to provide the Services including Proponent's systems for environmentally friendly practices and elements:
See attached certificates in support of our demonstrated work on environmentally friendly practices. We are Certified Local Sustainable Operation (APPENDIX F-3), BC Environmental Plan (APPENDIX F-4), Canada Gap Food Safety Certification (APPENDIX F-5). Similarly, we intend to participate in the Environmental Farm Plan Program for Sandown Lands. ;
 - d. Proponent's equipment servicing resources, capability and capacity, as relevant:
We own all the major farm equipment from tractors, attachments, implements, irrigation system, transplanter, farm trucks and more, which is good to cultivate over 150 acres of farm. Satnam and a licensed mechanic service the equipment at the farm workshop. ;
 - e. Proponent's financial strength (with evidence such as financial statements, bank references, if applicable):
Gobind Farms manages 87 acres of farm and has been farming since 1980. See attached reference letter from Coast Capital Savings (APPENDIX F-6). ;
 - 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:
Satnam Dheenshaw will be responsible for the day-to-day operations supported by 20+ working staff and consultants. ;
 - 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:
The primary issues to deal with in preparation for farming this former racetrack area are drainage and remediation of the soil. It will be followed by development of soil amelioration program and irrigation system. There is potential to build irrigation reservoir and there is also a need for municipal water and access laneways. We would then farm in stages of 20-acre increments. See attached initial report on Sandown Lands done by our Agrologist Phil Christie. (APPENDIX F-7) ;

- 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:

None

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: Satnam Dheenshaw

Years of Experience: 30

Training: Bona fide Farmer

Responsibility on Project: Manager

Name: Wm. Patrick Lucy

Years of Experience: 30+

Training: Sr. Aquatic Ecologist, R.P. Bio.

Responsibility on Project: Ecologist

Name: Phil Christie

Years of Experience: 35

Training: P. Ag.

Responsibility on Project: Agrologist

Name: _____

Years of Experience: _____

Training: _____

Responsibility on Project: _____

Name: Mike Wignall (Westbrook Consulting Engineers)

Years of Experience: 30+

Training: P. Eng. LEED AP

Responsibility on Project: Civil Engineering

Name: _____

Years of Experience: _____

Training: _____

Responsibility on Project: _____

APPENDIX C-2
SUB CONTRACTORS

Proponents should provide the following information on the background and experience of all subcontractors 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 C-3
DETAILS OF SERVICES TO BE SUPPLIED BY PROPONENT

Proponents need to include information and materials set out in this Appendix C-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):

Considering the complexity of the land and knowing that there is one another Proponent (Social farming) for Sandown lands, we would like to propose the following 5 options,

1st Option: 81.55 acres (33 ha) entire area with infrastructure as listed in 4 below.

2nd Option: 59.31 acres (24 ha) reclaimed agricultural area with infrastructure.

3rd Option: 59.31 acres (24 ha) reclaimed agricultural area without infrastructure.

4th Option: 49.31 acres (19.95 ha) with infrastructure and sharing 10 acre (4.05 ha) Social Farming.

5th Option: 35.31 acres (14.29 ha) without infrastructure, considering 16.38 acres (6.63 ha) water ponding or retention area and sharing 10 acres (4.05 ha) for with the one other Proponent (Social Farming). See attached Westbrook drawing showing specific subareas (APPENDIX F-8).

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:

Lease of 59.31 acres (24 ha) and future reclaiming of areas 4 and 5 (9 ha) as shown in Map of Sandown lands (Appendix A), adding to 81.55 acres (33 ha) would be ideal for Gobind Farms operation and for efficient utilization of its available resources, capability and capacity.

3. Proposed lease term:

We would request 15 years lease term, with two (2) options to renew for consecutive 15-year option periods.

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:

Development would include, installation of subsurface tile drainage, soil remediation, irrigation including 3-acre storage pond, portable building for storage and packaging with power connection. See attached Workplan and Schedule for Sandown (APPENDIX F-11). When the farm becomes productive, we would like to offer activities such as a corn or other crop maze and organize annual pumpkin or other crop festival; add CLR-DRY, a mobile closed loop low temperature dryer designed and patented by Rich Naturals Inc., a local natural products and solutions company. This is an easy plug and operate industrial scale dehydrator with drying capacity of 5000 lbs per 24 hr batch, in a 20 feet shipping container that would retain colour, flavour and phytochemicals of dried fruits, vegetables or herbs. As it is low temperature (50 C) and closed loop drying it retains product constituents intact. Fruits and vegetables can now be dried fresh on farm to lock in sensitive nutrients, eliminate produce wastage by drying excess and culls or discards, cut carbon emissions, and thereby offer clean, green, sustainable healthy product and contribute to food security. These dried shelf stable products are used in many applications. This will create one full time job. See attached Dehydrator information sheet (APPENDIX F-9) and Trial dried product sheet (APPENDIX F-10).

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

It is very difficult to estimate revenues considering the condition of Sandown land at his stage. To be realistic is it not even possible to make an estimate until the infrastructure needs are met. However, the requested development investment in Sandown lands will increase the value in direct proportion of expenditure. Once the lease area is defined, we will be able to suggest a rate of return based on infrastructure investment. We would create 7-12 full time jobs along with 6+ part time jobs once the entire farm is in full production. The estimated cost for remediation and agricultural improvements are in the attached Workplan and Schedule (APPENDIX F-11).

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

See attached Workplan and Schedule (APPENDIX F-11) for development. We plan to grow over the 15-year term as the soils are remediated, vegetables, berries and fruits.

7. Details for soil building activities and investments for Sandown Lands for all arable areas:

See attached Workplan and Schedule (APPENDIX F-11) for soil building activities and investments for Sandown Lands as per our Agrologist.

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

Salaries will not be paid to directors or employees of Gobind Farms, except for employees receiving hourly wages of \$16/hr, and who would be working on Sandown Land. Workforce housing will be supplied at no cost. Housing is inspected by an authorized inspector from WALI (<https://walicanada.ca/workerhousing/>).

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:

Consulting engineers would be submitting detailed construction and as-built drawings and we would be installing drainage in consultation with Municipality. We would need to bring power on site for two portable buildings, to be used for tool storage, heated lunchroom, change room and first aid room.

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:

See attached Workplan and Schedule (APPENDIX F-11).

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

We would require compost, use of dump truck and 4-inch water line from the District of North Saanich for Sandown Lands.

- 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:

We request water be provided at no cost for the first 5 years or until Sandown lands is productive and we could pay at agricultural rate after. Approximate water demand from the District for the entire area (81.55 acres or 33 ha) would be 100,230 cubic meters per annum based on BC Agriculture Water Calculator. However, when the 3-acre pond is built to harvest rainwater and conserve for irrigation, the water demand would be reduced by 44,405 cubic meters. We got an opportunity to discuss this with Ted Robbins, CRD General Manager of Integrated Water Services on Tuesday, February 11th afternoon and he said that it's a great idea and that it would reduce the demand from the regional water supply and the burden on municipal water infrastructure.

- 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:

We request all taxes and fees be waived in appreciation of Gobind Farms sweat equity in Sandown Lands;

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

We request water service be provided by the District to the property line x 2. Fencing, roads, main line irrigation and drainage to be paid for by the District.

11. Annual crop management plan including:

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

We propose to grow Cabbage, Beets, Leeks, Assorted squash, Pumpkin, Zucchini, Melons, Cucumbers, Cauliflower, Garlic, lettuce, Dill pickles, Kale, Carrots, Chinese cabbage, Savoy cabbage, Beans, Corn, Hay and/or Hops from April to January in the remediated area.

- b. Residue management plan:

Crop residue will be composted on site using best management practices as per BC Agricultural Composting Handbook.

- c. Fertility management plan:

Soil fertility tests will be done regularly, and nutrient management will be done as per BC Ministry of Environment, Code of Practice for Agricultural Environmental Management. We also plan to source horse manure from local stables and introduce or improve earthworm populations to improve soil fertility of Sandown Lands.

- d. Pest management plan:

We follow Integrated Pest Management program and would use biological controls to maintain pest-predator balance to reduce and eliminate the use of chemicals.

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

We own a substantial amount of farm equipment and we have operators to operate them. See attached brief list of farm equipment (APPENDIX F-12).

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

a. Grants:

None that we have applied for or are aware of any available grants at this moment.

b. Product sales:

We expect to grow the crops listed in 11a at Sandown Lands and once the infrastructure needs are met and the soil is productive, we should be producing on an average 10 to 15 tons per acre. Our production will be distributed throughout Vancouver Island, and excess to Lower Mainland and Alberta.

c. Other revenues:

We don't see that there would be any other revenues for Gobind Farms from Sandown Lands.

d. Expenses/costs:

Given the conditions at Sandown Lands, it is highly variable to estimate expenses at this time and it would also depend on productivity of the soil and the crops we would be able to grow there. However, after drainage and irrigation is operative, and the soil is remediated, we expect the operating cost to be approximately \$10,000 per acre.

13. Details of governance and oversight model including:

a. Corporate structure/composition:

Gobind Farms Inc. is a corporation registered in BC and Satnam Dheenshaw is the Owner/Director, who handles the business and affairs of the farm. Should Gobind Farms Inc. be awarded the Lease for Sandown Lands, Gobind Farms Inc. would create a wholly owned subsidiary, or a Newco totally separate from Gobind Farms Inc., with 60 per cent Independent Directors on the Board and one non-voting Board member from the District of North Saanich to manage/govern/oversee Sandown Lands operations.

b. Governance/decision making process:

See 13a above.

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

Board members will be paid a fee for each meeting and reasonable travel costs.

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

See 13a.

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

See attached Certificate of Incorporation (APPENDIX F-13), Letter of Good Standing from Coast Capital Savings (APPENDIX F-6) and Reference Letter from Jack Mar (APPENDIX F-14), Island Vegetable Cooperative Association (IVCA) (APPENDIX F-15) and Sysco (APPENDIX F-16).;

14. Proponents anticipated borrowing for the Proposal:

We would borrow from Farm Credit Canada only if needed.;

15. Detailed description of all anticipated partnerships including role/responsibilities of each partnering entity.
None.;

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:

Agrologist Phil Christie (250) 896-3657; Ecologist Patrick Lucy (250) 598-0266
Consulting Civil Engineer Mike Wignall (250) 391-8593;

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:

We plan to apply for and if approved install drainage and build a 3-acre storage pond to promote utilization of rainwater for food production. When the Sandown Lands is fully productive, it increases the quantity of food grown and consumed locally. This increase in the quantity of food will enhance local food security. We have always been farming in sustainable ways and we would start working towards organic certification provided there is heightened demand for locally grown organic produce without hurting the market of existing certified organic growers in the Peninsula. Basically, our goal has always been to enhance local food security and agricultural sustainability. So, we believe that our proposal aligns with OCP and WCAS.;

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

We are fully insured, see attached Certificate of Insurance (APPENDIX F-17) and when we are selected as Operator for Sandown Lands and the Lease is granted, we will add District of North Saanich and Staff on our general aggregate limit of \$2 million insurance policy as named insured.;

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

The Board member representing the District of North Saanich will be supplied with copies of agenda of every meeting. See 13a.;

20. Disclosure of Conflicts of Interest, if any:

None.;

APPENDIX D
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 C 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 D 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 "2020-01-CS-RFP – 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)

APPENDIX E
FORM OF CONTRACT

APPENDIX F:
LIST OF ATTACHED DOCUMENTS

- APPENDIX F-1: Gobind Farms Business Profile (Page 2 & 3)
- APPENDIX F-2: Article 'Gobind Farms founder remembered' on Peninsula News Review (Page 4)
- APPENDIX F-3: Certified Local Sustainable Operation (Page 5)
- APPENDIX F-4: BC Environmental Plan (Page 6)
- APPENDIX F-5: Canada Gap Food Safety Certification (Page 7)
- APPENDIX F-6: Letter of Good Standing from Coast Capital Savings (Page 8)
- APPENDIX F-7: Initial report on Sandown Lands done by our Agrologist Phil Christie (Page 9 to 13)
- APPENDIX F-8: Map showing intended activities on specific subareas (Page 14)
- APPENDIX F-9: Dehydrator information sheet (Page 15)
- APPENDIX F-10: Trial dried product sheet (Page 16)
- APPENDIX F-11: Workplan and Schedule for Sandown Remediation & Agricultural Improvement (Page 17 to 20)
- APPENDIX F-12: List of farm equipment (Page 21)
- APPENDIX F-13: Certificate of Incorporation (Page 22)
- APPENDIX F-14: Reference Letter from Jack Mar (Page 23)
- APPENDIX F-15: Reference Letter from Island Vegetable Cooperative Association (IVCA) (Page 24)
- APPENDIX F-16: Reference Letter from Sysco (Page 25)
- APPENDIX F-17: Certificate of Insurance (Page 26)



Business Profile

Gobind Farms Inc.

6929 Veyaness Rd., Saanichton, BC V8M 1W1

Contact: Satnam Dheenshaw (250) 744-7942

Background

The Dheenshaw family has been farming for over 40 years. We started with a 5-acre field in 1980 growing spinach, cauliflower, carrots, strawberries; currently we farm 87 acres located in Saanich including the 17 acres on John Road, which adjoins Sandown. Over the decades we grew and diversified into different types of berries, vegetables, squashes and garlic. Gobind Farms employs 25 to 30 workers with wages starting at \$16 an hour, provides transportation vehicles and has on-site housing for 20 employees. We use our own farm machinery, including 8 tractors and a wide variety of implements, however all our well-ripened berries are picked by hand to avoid any damage from harvesting machines. Gobind Farms has its own fleet of 4 refrigerated trucks and flatbed delivery truck to supply fresh and frozen wholesale throughout Vancouver Island, and any excess to Lower Mainland and Alberta. We also operate an on-farm market for our local community in our 12,000 square feet plant on Veyaness, which has cold storage, freezer storage, sorting, drying and packaging facilities. We, the Dheenshaw family extend an invitation to visit our Gobind Farms on-farm market.

Mission Statement

Gobind Farms Inc. has constantly strived to provide the premium quality fresh produce and berries to meet and exceed the needs of our customers. As we grow and build out all necessary infrastructure, we remain firmly committed to sustainable farming and gradual transition to organic production.

We work hard to protect our environment both soil and water while maintaining agricultural productivity and competitiveness to enhance food security and improve access to local, healthy food.

Vision Statement

Gobind Farms Inc. will continue to grow and add value to fresh produce by employing progressive and ethical business practices, by ensuring a safe workplace for every worker, by adapting green and clean technology to reduce carbon footprint and by fulfilling consumer and community needs.

Core Values

Based on our heritage of more than 40 years, the core values we strongly believe in are,

- honesty and integrity
- commitment to natural environment and farm workers
- freshness and quality
- family and social responsibility
- teamwork and brand excellence

Leadership

Satnam Dheenshaw is the Owner/Director, Bona fide farmer who at the age of 14 stepped up and took responsibility of the farm from his Dad late Harbhajan Singh Dheenshaw. Satnam is 45 now and has built the farm from 5 acres to 87 acres. He is the go-to guy for every question on the farm, from hiring, crop selection, inputs procurement, farm equipment maintenance, land preparation, drainage, irrigation, fertilizing, crop growth, harvesting, storage and marketing. Satnam passionately believes in Gobind Farms Inc. vision, inspires others to join and is always looking for better ways to improve the farm.



Tip of the Peninsula

Sidney signs on to partnership

SIDNEY — The Town of Sidney will contribute \$16,000 in 2016 to become a part of a new regional economic development strategy. On Monday, Nov. 23, council approved the Town's participation — subject to seven out of the 13 Greater Victoria municipalities also taking part.

— Town of Sidney

Pet pictures with the Grinch

BRENTWOOD BAY — Bosley's Pet Food Plus is holding an event titled Pet Photos with the Grinch at 104-4478 W. Saanich Road this Sunday, Nov. 29 from 10 a.m. to 4 p.m. For \$15, photos are posted on the web for those to download, email or make cards. All proceeds go to BrokenPromisesRescue.com.

— News staff

Award for Sidney author Hayes

VICTORIA — The work of three Greater Victoria women writers has been honoured at the inaugural Cedric Literary Awards for unpublished B.C. writers aged 50 or better.

Susan Braley, 59, of Victoria, won in the poetry category for her collection *The Imminence of Fracture*. Honourable Mention in the poetry category went to Wendy Donawa of Victoria for *Sakura, Sakura*. And, another Honourable Mention in the creative non-fiction category went to Eileen Hayes of Sidney for her work *Silk Sisters*, 5 and 6.

— Submitted



Photo contributed

Eileen Hayes,
Cedric founder
Peter Dales
and Cedric
executive director
Veronica Osborn.

INSIDE

| | | | |
|----------------|----|-------------------|----|
| Opinion | 6 | Arts | 19 |
| Letters | 6 | Classifieds | 22 |
| Driveway | 13 | Homefinder | 25 |

HOW TO FIND US

www.peninsulanewsreview.com
Sidney & the Saanich Peninsula



Follow us on Facebook
and Twitter
www.facebook.com/PeninsulaNewsReview
twitter.com/PeninsulaNews

CONTACT THE PNR

General:
Phone: 250-656-1151 / Fax: 250-656-5526
Publisher: Jim Parker 250-656-1151 ext. 126
publisher@peninsulanewsreview.com
Advertising: Dale Naftel 250-656-1151 ext. 130
sales@peninsulanewsreview.com
Editor: Steven Heywood 250-656-1151 ext. 128
editor@peninsulanewsreview.com
Reporter: Carlie Connolly 250-656-1151 ext. 127
reporter@peninsulanewsreview.com
Delivery: 250-480-3208
Classifieds: 250-388-3535 bcclassified.com



Attachments
Page 4 of 26

Gurmej Kaur and her late husband Harbhajan Singh Dheenshaw pose with granddaughter Jasmin, son Satnam and their daughter-in-law Rupinder at Gobind Farms in Central Saanich in this undated photo.

Photo contributed

Gobind Farms founder remembered

Harbhajan Singh Dheenshaw grew popular farm from five acres to 90

Steven Heywood
News staff

Harbhajan Singh Dheenshaw is being called a pioneer and a builder among farmers in Central Saanich.

The owner of Gobind Farms died Nov. 18 of a heart attack. He was 75.

His family is remembering the family patriarch as a hard-working man, who immigrated to Canada in November of 1970.

His daughter, Subjit van Kempen Seket, says her aunt Chanan Vinning sponsored her brother's arrival in this country, bringing with him his wife Gurmel Kaur and two oldest daughters Inderjit and Kuldeep. Daughters Subjit and Tirath and son Satnam were born in Canada.

"She wanted her big brother to be here in Canada with her," she said.

Her dad, born Aug. 10, 1940, found work at the Plummer Bay sawmill around that time and would later get a job at Victoria Plywood. His son Satnam said his dad saw the writing on the wall for the saw-

mill. Knowing it would close soon, Harbhajan — or Harry, as he was known — went back to his roots from India and bought five acres of land in Central Saanich — where the current headquarters of Gobind Farms and the family home is on Veyaness Road.

Satnam said he father worked very hard in those early days on the farm. He even took jobs with other local farms to ensure he could provide for his family.

"Farming was his roots back in Punjab," said Subjit. "In those early days they used cattle for plowing."

Their dad was not afraid of hard work, said the siblings — nor was he afraid of putting his own kids to work, learning the family business.

The farm at first grew vegetables — lettuce, spinach, cauliflower and more, experiencing the ups and downs that all farmers face, said Satnam.

"There were hard times," said Subjit. "Agriculture is very tough."

But their dad persevered and continued to grow the farm. Today, Satnam said the

family leases or owns 90 acres of land in Central and North Saanich. These days, they grow mostly berries — a transition Harbhajan undertook in the mid-2000s. Satnam said they took the farm name — Gobind — and from it found a way to market their product, as it sounded a lot like "Go Best." Today, they are well known for their quality berry crops.

The name of the farm itself, said Subjit, is the name of a god within her family's Sikh faith. She said he was registering the farm after he bought the original five acres and was asked what he wanted to call it. Gurmel said the first thing that came into her husband's mind was Gobind Singh, and Gobind Farms was born.

Subjit said her dad was a proud man and in many ways the typical farmer, strong and silent. He was however, always on top of world events and they would have discussions about it. She added while he was often stoic in nature, his seven grandchildren brought out a joyful nature that she will not forget.

"He was so caring towards his grandchildren," she said. "They would always just brighten up his day."

Harbhajan suffered from kidney disease and suffered a major heart attack approximately 15 months ago. Subjit said he outlives doctors' projections, revealing a zest for life in his last months.

Satnam, who runs Gobind Farms today, said he'll remember his father's work ethic and all that he taught him about the business.

"We are going to continue on with the farm," he said. "That is what he would want to see."

Satnam said his father was well-known among the farming community in Central Saanich, having built up Gobind Farms to what it is today.

A funeral service is set for Sat., Nov. 28 at 11 a.m. at First Memorial Funeral Services at 4725 Falaise Dr. in Saanich, followed by a celebration of life at Khalsa Sikh Temple at 1210 Topaz Avenue. The family asks that in lieu of flowers, donations can be made to the Kidney Foundation.

Sidney Lions Food Bank 33rd Annual Christmas Hamper Collecting Cash & Food Items!

9586 Fifth St. (in Iroquois Park)
9 a.m. - 3 p.m. Monday to Saturday

Income Tax receipts Provided.

FOOD BANK 250-655-0679 MAILING ADDRESS P.O. BOX 2281 SIDNEY, B.C. V8L 3S8

Now accepting Visa, Mastercard and Debit

HAMPER PICK-UPS AT THE FOOD BANK: Dec. 16, 17, 18 from 9am - 3pm



Local Food Plus hereby verifies that

Gobind Farm

6929 Veganess Rd. Saanichton, British Columbia, V8M 1W1

is a Certified Local Sustainable Operation

according to the standards set forth by Local Food Plus

| | | |
|---------------|------------------------------|-----------------|
| 1-09-00177 | Oct 20, 2009 to Dec 31, 2010 | 2009 |
| Certificate # | Term | Certified since |

[Signature]
Authorized signature

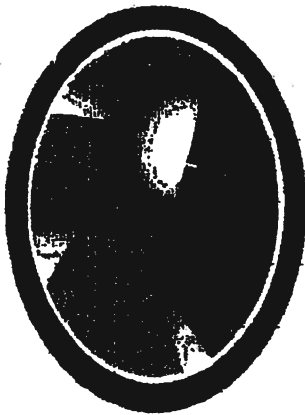
Certified Products

Beets (1.5 acres)
Squash (30 acres)
Rutabaga (5 acres)
Pumpkins (5 acres)
Leek (7 acres)



LOCALFOODPLUS

1965 Queen Street East, Suite 2 + Toronto, Ontario + M4L 1H9 + 1.866.866.6070



BC ENVIRONMENTAL
FARM PLAN

STATEMENT OF COMPLETION

GOSWIND Farms 0283

Person or Farm name:

Workbook #:

has completed an Environmental Farm Plan
covering the parcels of land as listed overleaf

[Signature]

Producer (signature)

March 08/07

Date

[Signature]

Planning Advisor (signature)

Sheri Nielson

Planning Advisor (print name)

Canada





NSF Canada Agricultural Certification Company
125 Chancellors Way, Guelph, ON N1G 0E7, Canada



ISO/IEC 17065
Product Certification Body
#1193

CanadaGAP Food Safety Certification

NSF Canada Agricultural Certification Company has certified

Gobind Farms

6929 Veyaness Road, Saanichton, British Columbia, V8M 1W1, Canada

as meeting the CanadaGAP Food Safety Program
requirements in a third party audit conducted by NSF Canada Agricultural Certification
Company, assuring compliance to the CanadaGAP standard Version 7.1 for

Production & Packing of
Beets, Blackberries, Boysenberries, Garlic,
Kale, Leeks, Loganberries, Pumpkins, Raspberries,
Squash, Strawberries, Tayberries, Zucchini,
Blueberries, Rhubarb

Certification Option: C

Issue Date: 16 Dec 2019

Audit Date: 26 Sep 2019

Certificate Expiry Date: 02-SEP-2020

Certificate Number: C0159451-CGAPSNGL9

Authorized by: Cameron Korpan



NSF Canada Agricultural Certification Company (NSF Canada Ag) and/or the CanadaGAP Program do not accept any responsibility for the programs and/or the facility being audited nor for any events or actions prior or subsequent to NSF Canada Ag's audit. NSF Canada Ag is only certifying that the facility meets the requirements in a third party audit it has conducted to assure conformance with the CanadaGAP standard for the process described herein, as of the date of this certificate. NSF Canada AG and/or the CanadaGAP Program do not assume any responsibility or liability as to whether the facility does or does not carry out the recommendations as contained in the audit report. The CanadaGAP logo is a certification mark owned by CanAgPlus used under license by NSF Canada Ag.



Coast Capital Savings Federal Credit Union
Central Saanich Branch
201-7860 Wallace Drive
[Saanichton, B.C V8M 2H8
[T 250.483.8356] [F 250.483.8362]
lynn.stotyn@coastcapitalsavings.com

January 7, 2020

Satnam Dheenshaw
Gobind Farms
6929 Veyaness Raod
Saanichton, BC V8m 1W1

Dear District of North Saanich:

Re: Accounts held in Good Standing

Mr. Satnam Dheenshaw operates his account in good standing order financially with Coast Capital Savings. His Personal account was opened on August 7 1981

I would also like to advise you that Satnam Dheenshaw is a valued member of Coast Capital Savings and his Business account was opened November 14 2014

Please feel free to contact me at 250.483.8356 should you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Lynn Stotyn', with a long horizontal flourish extending to the right.

Lynn Stotyn
Relationship Manager

Coast Capital Savings Federal Credit Union provides advice and service related to deposit, loan and mortgage products. Coast Capital Wealth Management Ltd provides investment and financial planning services. Coast Capital Financial Management Ltd. provides advice and service related to segregated funds, annuities and life insurance products. Worldsource Financial Management Inc. provides advice and service relating to mutual funds.

22 January 2020

To: Gobind Farms,

Attention: Satnam Dheenshaw

From: Phil Christie, P.Ag.

RE: Sandown Municipal Property in North Saanich

This memo provides my initial thoughts in follow-up to an on-site meeting of July 16th that should assist in the direction Gobind Farms might consider with respect to providing budget and a work plan for the agricultural improvement of the Sandown Property (the subject property) owned by North Saanich Municipality.

Based on discussions on site it is assumed that approximately 20 acres out of the 81.9-acre site will be forested and used for community purposes and the remaining approximately 60 acres will be utilized for farming.

BACKGROUND

The subject property has been partially remediated for "general agriculture" use by Platform Properties Ltd. and has had a centrally located drainage system installed for the benefit of the recently built 10-acre commercial development along the eastern border. While the municipality of North Saanich has accepted the property from Platform, the standards of remediation met by Platform do not constitute a level of remediation that would allow establishment of intensive or highly productive farming without further remediation work.

ISSUES

The primary issues to deal with in preparation for farming this former racetrack area are drainage and remediation of the soil. Once those two issues are dealt with then both a soil amelioration program and irrigation system can be developed.

The **existing drainage system** and potential for a farm drainage system will need to be addressed

A large amount of **foreign materials** including broken cement, rubbish including plastics, tin, other metal, wood debris are found within the existing topsoil. In much of the area there is a hard pan layer at very shallow depths.

There is potential to build **irrigation reservoir** and there is also a need for **municipal water**.

A **soil amelioration program** would need to address:

- existence of root restricting layer
- low soil organic matter

- need for deep tillage
- need for subsoiling
- need for removal of stones, cobbles, cement and other man-made materials from within the plow layer

DISCUSSION

The current agricultural capability of this land is a mix of class 3, 4 & 5 land with stoniness, wetness and structure limitations. Unfortunately, there are several parameters limiting agricultural capability including the issues as outlined above. With a considerable amount of work and expense (see summary table) this farmland is improvable to agricultural capability classes 2 with aridity limitations and 3 with wetness and structural limitations.

Of primary importance is the recognition of the fact that the existing drainage system was designed and built for the benefit of the Canadian Tire development and areas beyond and was not located in a way that would be well suited for development and improvement of the land for farming purposes. This is due to ditch location which runs from east to west through the low center of this parcel. As such, it is in the way of farming operations. Ideally the existing developed area drainage system should be relocated to one side of property so that a separate (new) farm drainage system can be installed in its place. Separation of drain water originating in developed urban areas from farm drainage water is important as it will help avoid contamination of the farm soil and plants.

"Urban runoff can contain many different types of pollutants, depending on the source of the runoff. Roads, highways and parking areas contribute oil, grease, lead, cadmium and other pollutants. Industrial and commercial areas can contain PCB's, heavy metals, high pH concrete dust, and other toxic chemicals. Agricultural and residential areas contribute pesticides, fertilizers, and animal wastes. One example, in Figure 2, shows the increase in phosphorus loading that can occur from various types of development. Phosphorus loads can increase by several hundred to several thousand percent."

Extract from: BC Ministry of Agriculture, Environmental Order No. 531.000-2 Revised February 2016 STORMWATER MANAGEMENT PLANNING FOR AGRICULTURAL FACILITIES

My recent experience with installation of Big O drains in the area indicates that it can be installed with 10-meter spacing, in these types of soils for approximately \$4,000 per acre. The closer the spacing the more effective the drainage but the higher the cost. Depth of installation of the Big O is also very important.

A large portion of this parcel also needs to be remediated prior to successful farming. I would estimate that 20 acres of the parcel needs to be fully remediated in a single operation due to the size of equipment required for an efficient remediation program. It will be necessary to bring in some large equipment that has the capacity to windrow the course fragments, garbage and wood debris that is currently found throughout the upper plow layer (35-40 cm) of soil so that it can be scooped by a loader and removed.

It will also be necessary to deep plow (subsoil) the entire 60 acres that are going to be farmed in order to address that high level of compaction and existence of hardpan. Without this stage of work the installation of a subsurface drainage system would not be as effective.

It will only be worthwhile to install quality irrigation on this land if the soil is adequately remediated and ameliorated.

I would, after further discussion with site engineers consider recommending that an irrigation reservoir be constructed. If it was built on 3 acres with an average depth of 12 feet it would be capable of providing supplemental irrigation for up to 30 acres out of the 60 acres for forage or other similar water requirement crops.

Reservoir excavation costs are estimated to be \$45,000 for 3 acres with sump and intake installation costs estimated to be \$6,000.

I would also, after further discussion with site engineers consider installing municipal water connection(s) with a 4" diameter to allow for irrigation of food crops on the remaining 30 acres.

Soil amelioration work would commence once the site remediation program and drainage programs are completed.

| Item | Summary of Drainage and Remediation costs | | |
|--|---|--|--|
| | Per Unit cost | Total Cost | Comments |
| Relocating existing drainage | | Unknown-requires further engineering and ecology studies | tbd |
| Establishment of Big O drainage system | \$4,000/acre | \$240,000 | Assuming all 60 farmable acres will be drained |
| Reservoir Intake and Sump | | \$10,000 | Precast 2'ht X 4'dia manhole rings with ladder |
| Excavation of Reservoir | \$20,000/acre | \$60,000 | |
| Connection(s) to municipal water | 3-2" centrally located | \$N/A to be supplied by North Saanich | tbd |
| Remediation of plow layer to .4 meter | 1,500/acre | \$90,000 to remediate the entire 60 acres | Tbd -either windrowing and scooping and disposal of all wood, cement and course fragments or rock crushing and cleaning, subsoiling & deep plowing prior to big O subsurface drainage installation |

Summary

Without addressing site remediation and drainage issues in a comprehensive way and prior to beginning farm operations this site will not reach its potential as class 2A agricultural capability farmland that would be suitable for a wide range of crops.

Addendum

Calculations for Irrigation Requirement

See attached:

www.bcagriculturewatercalculator.ca

The appropriate page is enclosed as these calculations are based on this water demand report.

The report indicated that for this entire 81.9 acre parcel the irrigation water demand would be 100,230 cubic meters and this is 3,539,589 cubic feet or 81.23-acre feet/annum.

Assume land use as follows:

21.9 acres for community/social/environment uses

60 acres for farming of which 30 acres would be used for forage or similar crops and irrigated from a reservoir and assume the remaining 30 acres would be water utilizing municipal/CRD sourced water.

Water demand from the size of reservoir required, calculation:

$30/81.9 = .3663$ is the fractional requirement

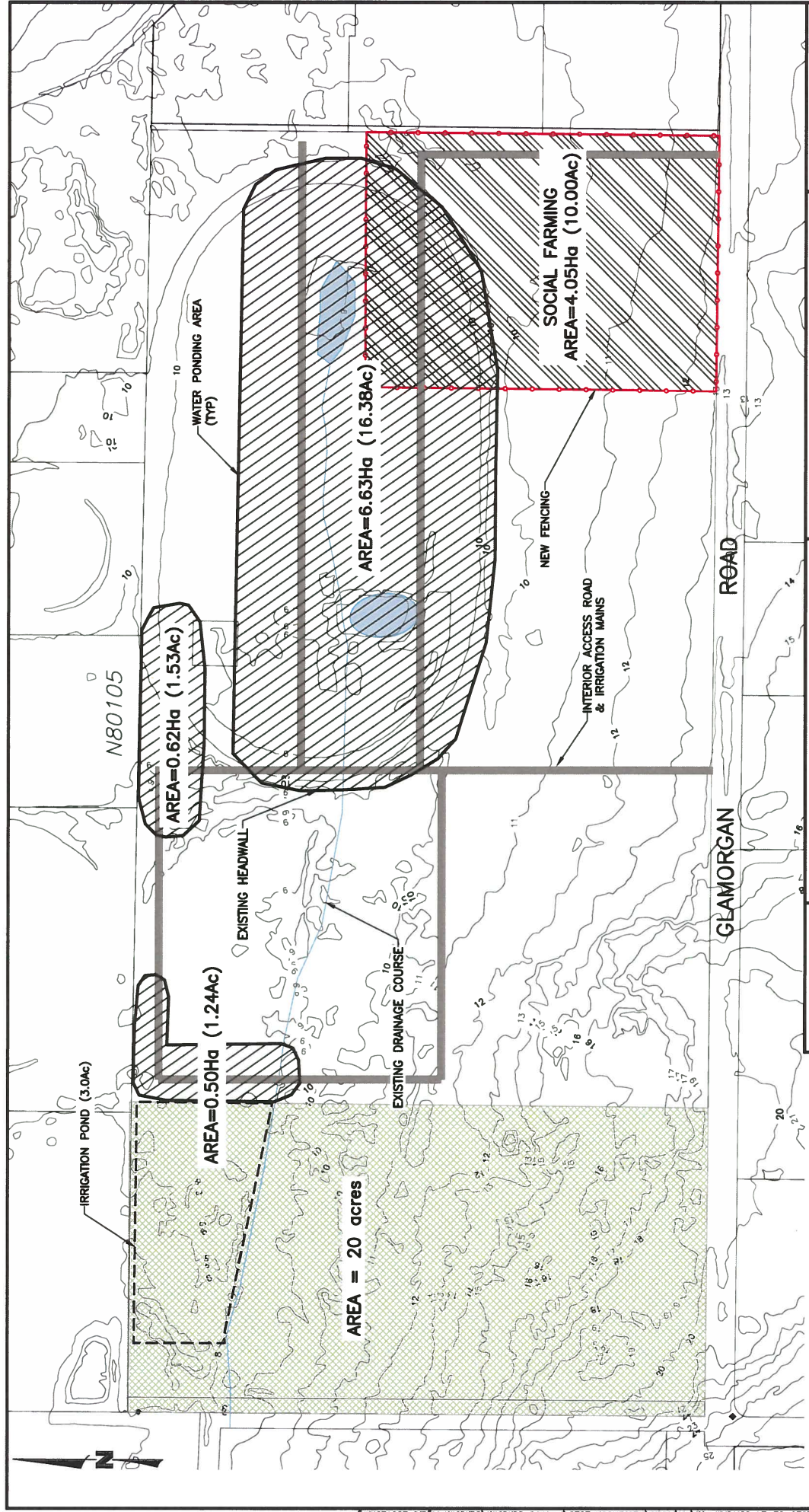
Therefore,

$.3663 \times 81.23\text{-acre feet} = 29.75\text{-acre feet}$ or say,

approximately 30-acre feet

Therefore, if the irrigation reservoir is to provide 30-acre feet it would need to be a minimum of **3 acres** and 10 feet deep.

Ideally the pond would be designed with a 20% contingency and accordingly should average over **12' deep**.



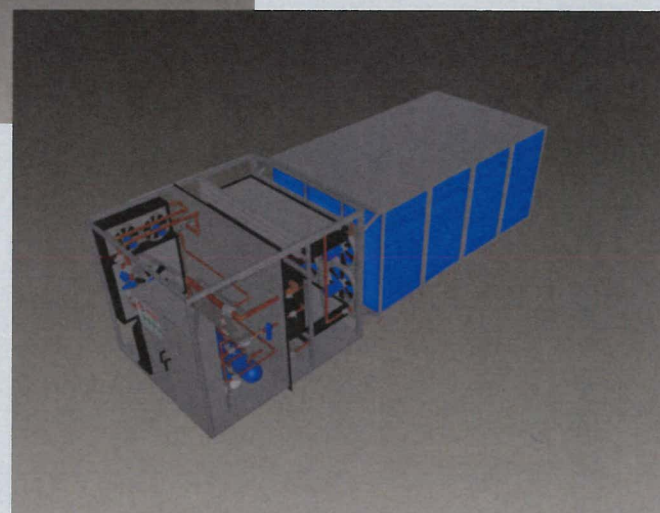
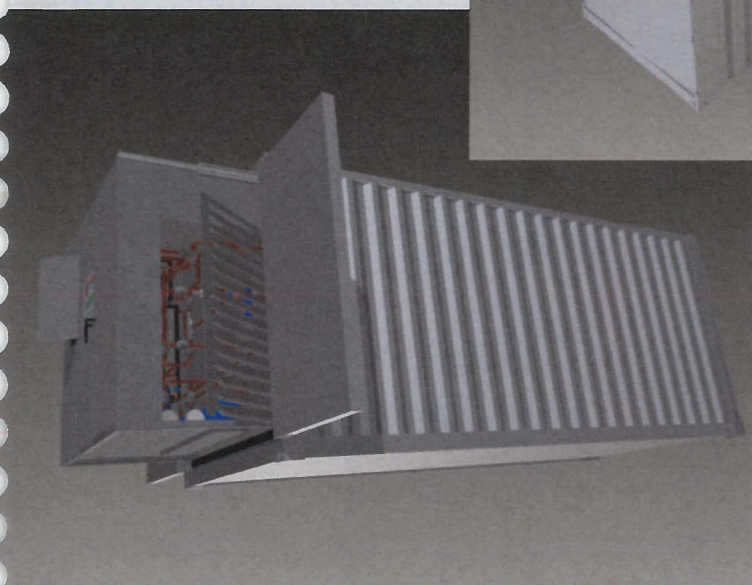
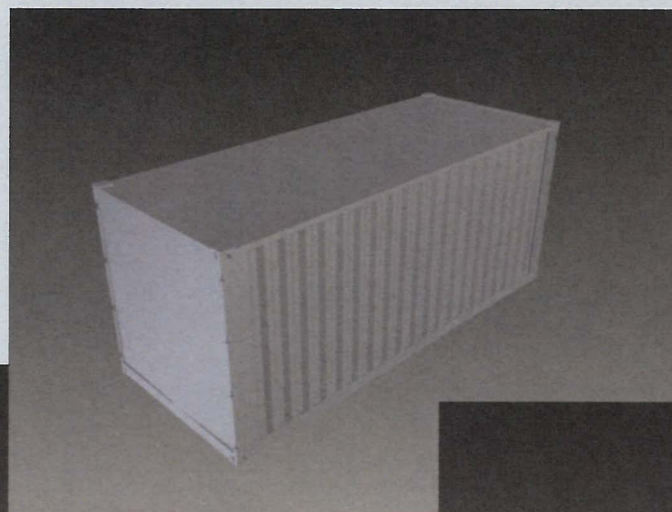
| | | | | | | | |
|----------|---------|---------|--|-----------------|--|-----------------------|--|
| DESIGNED | | PROJECT | | PROJECT | | WESTBROOK PROJECT No. | |
| DRAWN | IK | SANDOWN | | SANDOWN | | GOBIND FARMS | |
| CHECKED | | DATE | | CONCEPTUAL PLAN | | GOBIND FARMS | |
| DATE | 2001/29 | ELEV. | | SHEET | | OF | |
| B.M. | | SCALE | | 1 | | 1 | |
| ELEV. | | Horz. | | NTS | | WESTBROOK DRAWING No. | |
| SCALE | | Vert. | | NTS | | FIGURE 1 | |

| | |
|----------------|-------------------|
| TOTAL AREAS | |
| GREEN AREA | 8.09Ha (20.00Ac) |
| SOCIAL FARMING | 4.05Ha (10.00Ac) |
| PONDING AREA | 7.75Ha (19.15Ac) |
| REMAINING AREA | 14.32Ha (35.39Ac) |

WESTBROOK Consulting Ltd.

#115 - 866 Goldstream Ave., Victoria, BC V9B 0J3
 Telephone: 250-391-8592 Facsimile: 250-391-8593

MOBILE – RAMANDEV LOW TEMPERATURE CLOSED LOOP DRYER



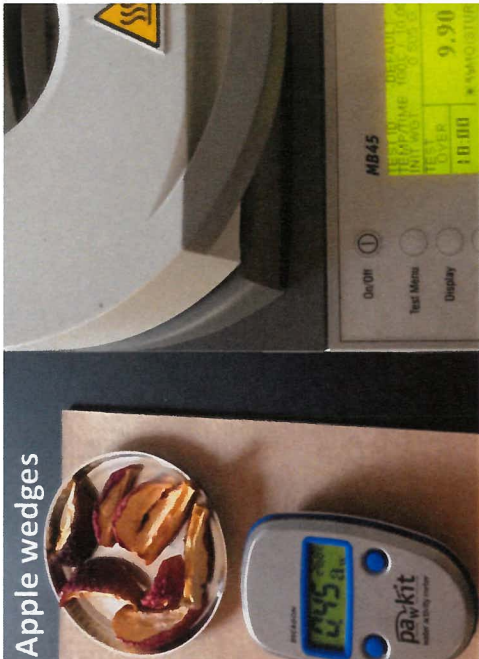
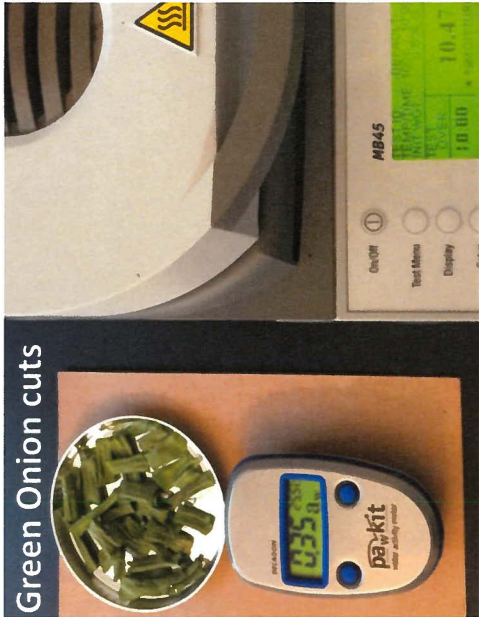
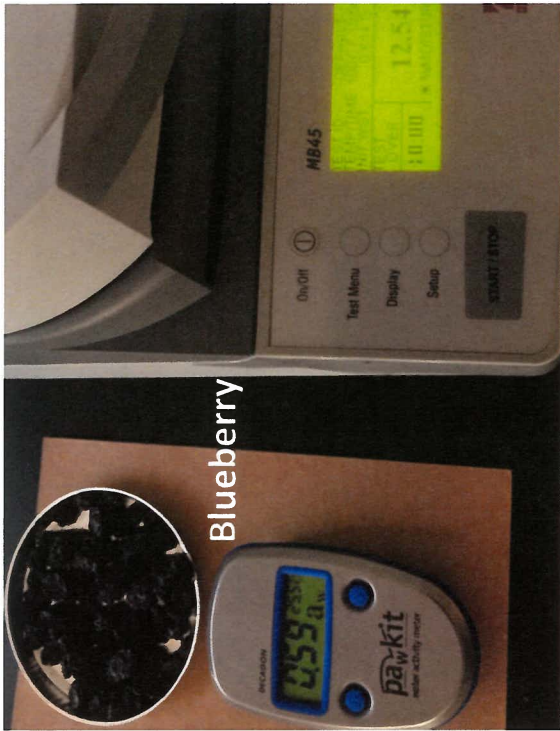
Lock in sensitive nutrients and cut carbon emissions by drying fresh on farm

This 20 foot shipping container houses the most energy efficient and economic, plug and play, closed loop, low temperature drying system which can dry around 5000 pounds per batch of fresh produce into rich quality dried product. Farms may now increase their revenue streams by also drying culls which accounts for almost 30 percent of their fresh produce.

For more information,
Email: jp@richnaturals.com
Call: +1 (604) 722-8424
Visit: www.richnaturals.com

© Rich Naturals Inc. 2016
Patent Pending - Canadian Patent Application No. 2,947,373

- ✓ *High nutrient retention*
- ✓ *Good colour retention*
- ✓ *Original flavour/aroma*
- ✓ *Reduce wastage*
- ✓ *Low production cost*
- ✓ *Plug and play*
- ✓ *Going Green*
- ✓ *Patent pending*



| | |
|--|------------------|
| 1. Deer fencing, estimated 3,000' @ 14\$ | \$ 42,000 |
| 2. Contour mapping (1') and soil analysis | \$ 26,000 |
| 3. Interior road network: 1 – N to S | |
| 2 – E to W Parallel waterway (approx. 3,000') | \$ 70,000 |
| 4. Soil cleaning of the approx. 60 acres | \$ 35,000 |
| 5. Drainage 4" laterals | \$240,000 |
| 6. Drainage 12" mains | \$120,000 |
| 7. Irrigation: 4" SDR, T's and reducers | |
| Backflow preventers and valves | \$ 90,000 |
| 8. Civil engineering design and as built drawings | \$ 55,000 |
| 9. Soil import and spreading, includes ALL approvals | \$100,000 |
| 10. Agrologist and Ecology consultants | \$ 15,000 |
| 11. Management | <u>\$ 50,000</u> |
| Subtotal | \$793,000 |
| 12. Contingency @ 10% | <u>\$ 80,000</u> |
| Total | \$873,000 |

13. District of North Saanich provides at no cost:

1. Two 4" water connections
2. Access to chip pile

| Workplan and Schedule for Sandown Farm Remediation & Agricultural Improvement-YEAR 1 | | | |
|---|---|---|------------------|
| Activity/work item | Description | Comments | Cost |
| Deer Fencing | Estimate 3000' | Discuss style/type | \$42,000 |
| Mapping, Analysis | Includes base contours, soil, ag. cap., suitability & soil analysis | | \$26,000 |
| Construction of on Farm Access - Service & Haul laneways | 1. N to S 2. E to W parallel to waterway (3,000') | These are the higher traffic areas of the farm needed for farm management purposes. Intensively used farmlands require graveled laneways where soils are high in silts and clays. | \$35,000 |
| Soil Remediation | 20 acres of the total 60 acres require clean up in the first year, including gathering & removal of rock and cement debris that would otherwise cause equipment breakdown | There are many tonnes of debris in the top 35cm of soil that will need to be collected and disposed of prior to active farming. Cobbles and stones can be buried under laneways and foreign materials like concrete, metal, wood and glass will need to be hauled away. | \$30,000 |
| Drainage Collector Piping | Installation of 12" HDPE N-12 Dual Wall collector main with filter cloth | This is the first of two mains proposed for installation either side of the existing waterway | \$70,000 |
| Drainage Works | Installation of 4" laterals on the first 20 acres | This is the first of three phases of lateral "big-o" drain tile installation | \$80,000 |
| Civil Engineering | Design and drawings | This work includes design of the drainage catchment and irrigation ponds and overall drainage scheme, | \$30,000 |
| Professional Agrologist & Ecologist/Biologist | The agrologist and biologist will work to develop farm & environmental plans that meet the farming objectives as well as community objectives. They will receive input from the civil engineer. | | \$20,000 |
| Water Connections and on-farm water lines to standpipes | Installation of 3- 2" water services or 1-2" and 1-4" | Water meters to be installed at North Saanich's cost. Installation of 600m w/l @\$12/m materials (\$7,200) | \$20,000 |
| Management | | | \$30,000 |
| Subtotal | | | \$373,000 |
| Contingency@10% | | | \$37,300 |
| Total | | | \$430,300 |

| Sandown Farm Remediation Improvement Workplan and Schedule – YEAR 2 | | | |
|---|--|--|-----------|
| Activity/work item | Description | Comments | Cost |
| On Farm Access lanes (graveled service and haul laneways) | 1. N to S 2. E to W parallel to waterway (3000') | The soil parent material is very high in clay content and creates difficult seasonal access conditions. This necessitates creation of gravels and drained access lanes for on- going intensive farm management | \$35,000 |
| Soil remediation | In total 60 acres require clean up including winrowing & rock removal, approximately 20 acres will be remediated this year | Rock and cement debris will be removed from the top 35 cm of soil | \$30,000 |
| Drainage Collector | Installation of 12"HDPE N-12 Dual Wall collector main with filter cloth main drain on eastern side of existing drainage way | This is the second main that would need to be installed to act as a collector for the 4" lateral (20' spacing) drains | \$70,000 |
| Drainage Works | Installation of 4" -Big O lateral drains on 20 acres | Assuming installation costs plus equipment transport costs average \$4,000/acre | \$80,000 |
| Civil Engineering | Design, advise, drawings | This work includes determining capacity, elevation and design of drainage scheme for the area | \$25,000 |
| Professional Agrologist and Ecologist | The agrologist and biologist will continue the work of developing a farm plan that meets the farming objectives as well as some of the community objectives while working with the civil engineer to meet overall design needs | | \$10,000 |
| Management | | | \$20,000 |
| Subtotal | | | \$270,000 |
| Contingency@10% | | | \$27,000 |
| Total | | | \$297,000 |

| Workplan and Schedule for Sandown Farm Remediation & Agricultural Improvement-YEAR 3 | | | |
|---|--|---|-------------|
| Activity/Work Item | Description | Comments | Cost |
| Soil Remediation | The last 20 acres will be remediated this year | Rock and Cement debris will be removed from the top 35 cm of soil | \$30,000 |
| Field Drainage Works | Installation of 4" – Big O lateral drain tile on final 20 acres | Assumes installation and equipment transport costs averaging \$4,000/acre | \$80,000 |
| Civil Engineering | Supervise, review and make recommendations as system is finalized | Monitoring and completion of final report | \$15,000 |
| Professional Agrologist and Ecologist | Supervise, review and make recommendations as work is completed and drainage system is finalized | Monitoring of on-going work and completion of final report | \$15,000 |
| Management | Coordination of professionals and contractors | | \$10,000 |
| Subtotal | | | \$150,000 |
| Contingency | | | 15,000 |
| Total | | | \$165,000 |

APPENDIX F-12: List of farm equipment

LIST OF FARM EQUIPMENT

Tractors (6#) – JD 5115M, JD 5400, Universal 445 DTC, International RowCrop, 135 Massey Feg (2#)
Tractor Loader (2#), Rototillers (2#), Cultivators (6#), Bottom Rollover Plow (3#)
Discs (2#), Cultipacker (2#), Subsoiler Ripper, Roller
Plastic Mulch Layer Rain-Flo
Plug Planter, Water Wheel Planter (2#), Stanhay Planter (2#)
42' Boom Sprayer 800 L, 42' Airblast Sprayer 600 L, 18' Boom Spray Tank 400 L
Tidy Tanks Portable Fuel (3#)
Greenhouse
Irrigation Reel (2#)
Irrigation Van
Carrot harvester
Vegetable washing line and packing line
Forklift (3#) – Jungheinrich, Daewoo, Toyota
Refer Trucks (4#)
Transport Vehicles (8#)
Delivery Truck - 5 ton (1#), Flat deck 10 ton (1#), Flat deck 1 ton (2#)

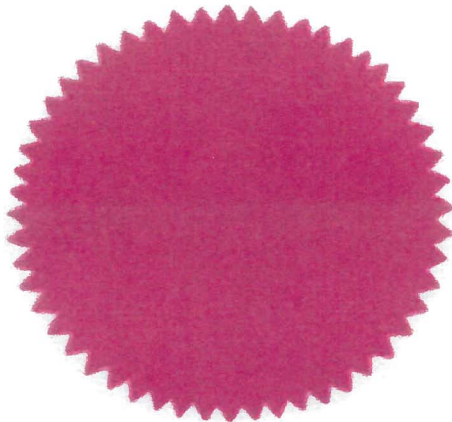


Number: BC1227660

CERTIFICATE OF INCORPORATION

BUSINESS CORPORATIONS ACT

I Hereby Certify that GOBIND FARMS INC. was incorporated under the Business Corporations Act on October 22, 2019 at 12:15 PM Pacific Time.



ELECTRONIC CERTIFICATE

*Issued under my hand at Victoria, British Columbia
On October 22, 2019*

CAROL PREST
Registrar of Companies
Province of British Columbia
Canada

January 3, 2020

Reference Letter for Satnam Dheenshaw

To Whom it May Concern:

Satnam Dheenshaw is my neighbor and fellow commissioner on the Peninsula and Area Agricultural Commission. I have personally known Satnam and his family for several decades. He is an extremely hard working and conscientious long-time fruit and vegetable farmer who has consistently produced high quality crops for both local and regional consumption.

Satnam has worked extremely hard to fully develop and intensively use his existing farm (20⁺ acres) a portion of which is next to Sandown. His farming operation is now at the point where he would like to expand but is limited by the current cost of land in the Saanich Peninsula and as a result would like to lease available land from the North Saanich community at Sandown farms.

I wholeheartedly recommend Satnam as an excellent candidate to lease and actively farm a substantial portion of the community owned Sandown Farm.

If you have any questions, please give me a call or send me an email.

Sincerely,

Jack Mar



Mobile: 250 896 7000

Email: jack7000@telus.net



A – 6680 MIRAH ROAD
SAANICHTON, B.C. V8M 1Z4
Office : 250 – 544 - 1242

To Whom It May Concern

Jan 28, 2020

Satnam Dheenshaw dba Gobind Farms has been a member of this Co-operative for many decades, and is currently a Director who sits on our Board.

He is a proven grower and plays a significant role in promoting sustainable growing practices within the Farming Community on the Saanich Peninsula of Vancouver Island.

The Dheenshaw Family produces saleable and marketable product on approximately 85 + acres currently and is looking to increase operation with the Sandown Raceway property. He understands that there is a greater need in this Community for more "Locally" grown produce, and is seeking to fill this demand by expanding and enhancing his current list of production crops.

We support this endeavor and look forward to being able to market additional "Locally" grown crops from the Saanich Peninsula.

Island sustainability for enhancing our local food sources is vital to this marketplace's growth, and an essential part of satisfying the public interest and need for safe food sources. This can only come from practicing responsible growing practices, allowing vacant agricultural land to be used as intended and having passionate growers like Satnam Dheenshaw work the land to produce Island grown food crops.

Sincerely

Randy Andres

IVCA – Island Vegetable Cooperative Association

General Manager

Email : randy@ivca.ca

Office : 250 – 544 - 1242

February 3/2020

To whom it may concern,

I am forwarding this letter in support of **Gobind Farms (Satnam Dheenshaw)** request to increase their current available harvestable acreage to include the Sandown Agricultural Lands.

As the Produce Market Director overseeing Western Canada for Sysco Produce, I feel it is important to ensure growth of all harvested products throughout the province's different regions. It is a Sysco goal to foster the success of differentiated agriculture products in order to benefit all participants in the supply chain, incorporating farmer ownership and control. We do this by following a series of initiatives that include, buying local, supporting family-owned farms producing value-added products, as well as a coalition for more sustainable food ensuring support of local harvests.

Gobind Farms has been providing products and services for which there is a growing demand and requirement. They support Sysco Victoria by providing island grown and locally sourced produce that our customers demand when in season.

Our commitment to the local grower is strong. We provide independent farmers the opportunity to distribute to wholesale foodservice operators and they allow us to maximize the use of local, in-season fresh produce. We hope to continue strong links between consumers and the farmers/stewards of the land resulting in long-term relationships that benefit all participants with health, economic success and a sense of community.

We're invested in providing markets for local farmers and providing our customers with the natural, and locally grown foods they crave.

Sincerely,

Jason Stewart | Produce Market Director - Canada West

Sysco Corporate Canada
2881 Amy Rd, Victoria, BC V9B 0B2, Canada
p. (250) 475-5765 c. (250) 589-6371



CERTIFICATE OF INSURANCE

Date: February 11, 2020

Insured: Gobind Farms Inc.

Company: Intact Insurance Company

Policy Number: 5V2514525

Term: December 12, 2019 – December 4, 2020

Commercial General Liability - Limit: \$2,000,000 per occurrence
Bodily injury, Personal Injury and Property Damage and in the aggregate with respect to
Products and Completed Operations . Medical Payments, Non Owned Automobile,
Tenants Legal Liability Limit \$500,000
Standard Company Exclusions Apply Subject to: \$1,000 Deductible.

The insurance afforded is subject to the terms, conditions and exclusions of the applicable
policy. This certificate is issued as a matter of information only and confers no rights on
the holder and imposes no liability on the Insurer.

S. Macle
Authorized Representative

Feb 20/2020
Dated

DHEEHA1