

## **REQUEST FOR PROPOSALS**

### **Export Enhancement/Investment Attraction For The Food Processing Sector in Saskatchewan and Western Canada**

**Saskatchewan Food Processors Association**

**P.O. Box 2025 601 – 119 4<sup>th</sup> Avenue South**

**Saskatoon, SK S7K 3S7**

## **Instructions to Proponents**

Subject to the terms of this RFP, the following is a brief guideline for the submission of Proposals pursuant to this RFP.

### **1. Delivery of Proposals**

Proposals can be delivered by mail or personally to the following address:

**Saskatchewan Food Processors Association**  
**Attention:** Darrell J. Schneider  
107-105 North Road  
Saskatoon, SK. S7N 4L5

Alternatively, Proposals can be sent by e-mail to the following e-mail address:

**Email:** [schneider@sfpa.sk.ca](mailto:schneider@sfpa.sk.ca)

### **2. Deadline for Proposals**

Proposals must be received by the SFPA on or before the following date and time (the "Deadline"):

**Time:** 5:00 pm  
**Date:** May 17, 2010

***Proposals delivered by e-mail shall be deemed received at the date and time the receiving machine receives the e-mail. A Proponent bears all risk that SFPA's e-mail equipment functions properly so as to facilitate timely delivery of any Proposal by e-mail.***

### **3. Signature on Proposals**

- (a) If the Proponent is a corporation then the full name of the corporation should be included in the Proposal, and it should be signed by a person authorized to sign on behalf of the corporation;
- (b) If the Proponent is an individual, including a sole proprietorship, the name of the individual should be included in the Proposal, and it should be signed by such individual. If the individual operates under a business name, the full name of the business should also be included.

### **4. Questions**

All inquiries related to this RFP must be directed in writing to the person named below (the "SFPA Representative").

**Name:** Darrell J. Schneider  
**Address:** 107-105 North Road  
Saskatoon, SK. S7N 4L15  
**Email:** [schneider@sfpa.sk.ca](mailto:schneider@sfpa.sk.ca)

Inquiries should be made no later than **3:00 p.m. May 17<sup>th</sup> 2010**. SFPA reserves the right not to respond to inquiries made after this deadline. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the SFPA. Information obtained from any person or source other than SFPA Representative may not be relied upon.

Under no circumstances are inquiries to be directed to any one other than *Darrell J. Schneider*.

## **5. WD – SFPA Contract**

Western Economic Diversification (“WD”) and SFPA have entered into a Contract (“the Contract”) dated March 25, 2010. The contract describes the Pilot Project under management of SFPA. Details of the project described in the Contract will be made available on a confidential basis to qualified Proponents upon inquiry to the SFPA Representative.

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## 1. Terminology

- 1.1 **Headings.** Each reference in this Request for Proposal to a numbered or lettered “section”, “subsection”, “paragraph”, “subparagraph”, “clause” or “subclause” shall, unless otherwise expressly indicated, be taken as a reference to the correspondingly labeled provision of this Request for Proposal (RFP).
- 1.2 **Definitions.** Throughout this RFP, unless inconsistent with the subject-matter or context;
- (a) **“Agreement”** means any written contract between the SFPA and a Proponent with respect to any Services or deliverables, or both, contemplated by this RFP;
  - (b) **“Contractor”** means the successful Proponent with whom the SFPA enters into an Agreement;
  - (c) **“Deadline”** has the meaning as set out in the Instructions to Proponents of this RFP;
  - (d) **“Preferred Proponent”** means the Proponent selected by the Selection Committee to enter into negotiation for an Agreement respecting the Services;
  - (e) **“Proponent”** means a legal entity, being a person, partnership or firm that submits a Proposal in response to this RFP;
  - (f) **“Proposal”** means a bid submitted by a Proponent in response to this RFP, which includes all of the documentation necessary to satisfy the submission requirements of this RFP;
  - (g) **“RFP”** means this Request for Proposal package in its entirety, inclusive of all Appendices and any bulletins or addenda that may be issued by the SFPA;
  - (h) **“Selection Committee”** has the meaning given in Section 3.1 of this RFP;
  - (i) **“Services”** means all work, services and deliverables to be provided by a Contractor as described in this RFP and set forth in Appendix “A”;
  - (j) **“SFPA”** means the Saskatchewan Food Processors Association; and
  - (k) **“SFPA Representative”** means Darrell J. Schneider

## 2. Scope of Services

### 2.1 **Description.**

The Services to be provided by the Consultant (Proponent) are as set out in Appendix “A”.

### **3. Proposal Evaluation and Selection Process**

#### **3.1 Selection committee.**

- (a) All Proposals will be evaluated through a comprehensive review and analysis by a Selection Committee, consisting of SFPA President, Vice-President and Chief operating Officer.
- (b) The aim of the Selection Committee will be to select one Proposal which in its opinion meets the SFPA's requirements under this RFP and provides the best overall value to the SFPA, but the Proposal selected, if any, will not necessarily be the one offering the lowest fees; and
- (c) By responding to this RFP, Proponents will be deemed to have agreed that the decision of the Selection Committee will be final and binding.

#### **3.2 Selection Criteria.**

- (a) The selection criteria are set out in Appendix "B".
- (b) No reasons will be given for the selection committee's final decisions.

#### **3.3 Selection process.**

- (a) The Selection Committee will open the Proposals in private.
- (b) All discussions and review of all Proposals will be by the Selection Committee in private.

#### **3.4 Selection.**

- (a) After reviewing all Proposals and evaluating the Proposals the Selection Committee will select a Preferred Proponent.
- (b) Proposal evaluation results shall be the confidential property of the SFPA.

#### **3.5 Negotiations and agreement.**

- (a) The SFPA will negotiate a mutually satisfactory Agreement with the Preferred Proponent.
- (b) The Agreement resulting from the negotiations with the Preferred Proponent will be in accordance with the by-laws, policies, procedures of the SFPA;
- (c) The Agreement will contain terms and conditions in the interests of the SFPA and be in a form satisfactory to the SFPA. The Agreement will incorporate as schedules or appendices such part of this RFP (including addenda) as are relevant. The Agreement will assist the SFPA to complete the terms of the Contract

### **4. Proposal Submission Requirements**

#### **4.1 General overview.**

- (a) The SFPA has formulated the procedures set out in this RFP to ensure that it receives Proposals through an open and competitive process; and
- (b) Proposals must address the proposal content requirements as outlined herein, must be well ordered, detailed and comprehensive. Clarity of language, adherence to suggested structuring, and adequate accessible documentation is essential to the SFPA's ability to conduct a thorough evaluation. The SFPA is interested in Proposals that demonstrate efficiency and value for money.

#### 4.2 **Proposal documentation and delivery**

- (a) The documentation for each Proposal:
  - (i) Must be submitted in a sealed envelope or container (submissions made by e-mail will be accepted, but an original must follow within 5 working days) displaying a full and correct return address.
  - (ii) Must consist of one (1) original and one (1) full photocopy, including all attachments and appendices as required; and
  - (iii) Must be delivered no later than the Deadline to the SFPA Representative.

#### 4.3 **Proposal content.** The Proposal must contain the following items in the following order:

- (a) Table of Contents – Include page numbers and identify all included materials in the proposal submission;
- (b) Section 1 – Executive Summary including summary of key strengths, understanding of project scope, unique abilities;
- (c) Section 2 – Proponent Profile. Proponents should have organization, financial resources, specific project experience and the capacity to ensure their ongoing ability to deliver and support the project, including the ability to provide timely response and service to the SFPA over the period of the Agreement.
- (d) Section 3 – Experience and Qualifications of the Proponent
  - (i) It is important that the Services be undertaken by a Proponent who can demonstrate specific knowledge of, and experience in performing similar work for projects of comparable nature, size and scope. Specify in the Proposal the specific knowledge/experience the Proponent has to perform the Services, including the following:
    - Experience and knowledge working with the food and beverage industry in Western Canada. A previous working relationship with Food and Beverage Canada will be considered a significant advantage;
    - Professional knowledge and work experience with businesses dealing with succession/change of ownership;

- An ability to work with the Food and Beverage industry in the Provinces of Manitoba, Saskatchewan, Alberta and British Columbia;
  - Experience and history working internationally. An established base of operation in Asia will be considered a significant advantage;
  - Knowledge, experience and history organizing and leading trade missions to Asia for the food and beverage industry;
  - Knowledge, experience and history hosting in-coming groups or investors to Canada seeking to invest or start up a new business in Canada;
  - Professional background representing foreign investors setting up business operations in Canada;
  - Professional background in the area of corporate commercial transactions, international transactions, foreign ownership, immigration succession planning and investment attraction work.
- (e) Section 5 – Proposed Method of Deliver of Services and Work Plan (including Schedule of delivery);
- (i) General
- Proponents must provide a list of strategies relating to delivery of services for the project.
  - Proponents must provide an overview of organizations and contacts who will assist the delivery of the services for the project.
- (f) Section 6 – Deliverables: The Deliverables shall be reports submitted to SFPA upon completion of all action items and outputs in Section 2.2 of appendix “A”, Description of Services.
- (h) Section 7 – Cost of Services – Proponents must provide a summary of the fees and disbursements for the project
- (i) Section 8 – Disclosure and Conflicts of Interest
- (i) Proponents must provide a statement of all real or potential conflict of interest.
- Any matter involving a dispute claim which is subject to mediation, arbitration or litigation proceeding; and
  - Any proceedings involving the Proponent under the Bankruptcy and Insolvency Act (Canada), the Companies Creditor Arrangements Act (Canada) or similar legislation.

APPENDICES  
**APPENDIX A**  
**DESCRIPTION OF SERVICES**



**1. INTRODUCTION**

This proposal identifies strategic action steps required to trigger renewed investment and sustained long-term growth through key “capacity building” initiatives including:

- 1) Establishing a succession strategy for the majority of food processing owners who are nearing retirement by attracting a specific class of entrepreneurs with experience in the food processing sector;
- 2) Attracting capital both monetary and human and/or alliance partnerships to finance the growth and expansion required to “leap frog” the provinces food processing sector to a new level; and
- 3) Leading a strategic, long-term growth strategy for the food processing sector that is predictable, consistent and credible.
- 4) Expanding export trade in the Asian markets where demand for quality processed foods is growing.
- 5) Forming alliances with other Canadian industry sectors, which can help build the food processing sector

For the most part, Saskatchewan has the infrastructure and programs to bring a food concept from the idea to reality stage without extensive cost due to the resources at the University of Saskatchewan, the Food Development Centre, POS Pilot Plant, FBC, and Saskmade. The critical missing links to the “next step” in the expansion of the sector is succession options and investment capital for expansion. The project with Western Economic Diversification is designed to develop creative, innovative and effective ways to meet the five action steps above.

**2. PROJECT PARTICULARS**

WD and SFPA have entered into a contract dated March 25, 2010.

The proponent will plan, organize and lead at least two outgoing trade missions to Southeast Asia Agreement and one incoming trade mission to Western Canada in each year throughout the term of the Agreement in order to fulfill the terms of the contract between WD and the SFPA.

The Contract is focused on capacity building within the Western Canadian food processing sector over time. This includes finding and attracting business people from key international markets to the food processing sector in Saskatchewan, Manitoba, Alberta and B.C. This includes succession planning, attracting capital to expand manufacturing and encouraging immigrant investors to participate in the succession of established businesses. In summary, these expected outputs and deliverables will “leap frog” the Saskatchewan food processing forward to a sustainable industry that leads the national in innovation, processing and market development. The project will focus on the South East Asia market including China, Hong Kong, Korea, Taiwan, Bangladesh, India, Indonesia, Malaysia, Pakistan, the Philippines, Thailand, Cambodia, and Vietnam.

**Outbound Missions** are designed to establish awareness in new markets in Asia. These missions will target linkages and business relationships which will help Canadian food processors export Canadian products to new markets.

**Inbound Missions** are a critical component of developing succession planning options and facilitating off-shore investors and investment in the Saskatchewan and western Canadian food processing sector. Potential investors, investment funds and potential immigrant investors will be identified during the out-bound missions and also by the overseas offices of the third, party consultant.

## 2.1 Project Consultant

The management of the contract between WD and SFPA will be contracted to a third-party consultant who will report to *Darrell J. Schneider*.

## 2.2 Proposed Project Schedule

### Work Plan – Three Year Pilot Program [June 2010 to March 2013]

<b>Year 1 2010-11</b>				Capacity building – 5 co. Succession Options - 2 co. Investor / Investment – 1 invest.
	Identify & confirm participants			
	1 Outbound mission -/Nov 10			
	Outbound 10 companies			
	Evaluation & reporting– Mar 2011			Refine work plan and budget
<b>Sub- Total</b>	<b>Year 1</b>			<b>\$1.5 M sales &amp; investments</b>
<b>Year 2 2011-12</b>	Follow-up on In / Out missions			Capacity building – 10 co. Succession Options –4 co. Investor / Investment – 3 invest.
	Identify & confirm participants			
	2 Outbound mission– Apr/Nov 11			
	Outbound 10 companies			
	1 Inbound mission – Jul ‘11			
	Evaluation & reporting– Mar 2012			Recommendations to expand
<b>Sub- Total</b>	<b>Year 2</b>			<b>\$3.5 M sales &amp; investments</b>
<b>Year 3</b>	<b>Follow-up on In / Out missions</b>			<b>Capacity building – 15 co.</b>

<b>2012-13</b>				<b>Succession Options – 8 co. Investor / Investment – 7 invest.</b>
	<b>Identify &amp; confirm participants</b>			
	<b>2 Outbound mission –Apr/Oct '12</b>			
	<b>Outbound 10 companies</b>			
	<b>1 Inbound mission – Jun/Nov '12</b>			
	<b>Evaluation &amp; final report– Mar '13</b>			<b>Recommendations to expand</b>
<b>Sub-Total</b>	<b>Year 3</b>			<b>\$8.5 M sales &amp; investments</b>
			<b>Total</b>	<b>\$13.5 M sales &amp; investments</b>

### **3. CONTRACTURAL PROVISIONS**

#### **3.1 Agreement Form**

SFPA will enter into an Agreement (“the Agreement”) with the Proponent. All Terms and Conditions identified in this RFP, along with the Proponent’s response, will be incorporated into the final Form of Agreement. SFPA reserves the right to identify and negotiate any required amendments to the Form of Agreement through mutually agreeable negotiations with the Proponent.

#### **3.2 Agreement Term**

The term of the Agreement shall commence on or before May 15, 2010 and shall remain in effect until March 31, 2013. Provided however if Western Economic Diversification terminates its contract with The Saskatchewan Food Processors Inc. prior to March 31, 2013, the SFPA will terminate its contract with the proponent. A provision to this affect will be included in the Agreement.

## **APPENDIX B**

### **SELECTION CRITERIA**

SFPA intends to select the most qualified Proponent for the Export Enhancement /Investment attraction project. SFPA reserves the right to seek further clarification and information after the closing as deemed necessary.

In General, the Selection Committee of the SFPA will review the qualifications, the approach and methodology and the proposal documents to determine the Preferred Proponent. All decisions of the selection committee of the SFPA shall be final.

**APPENDIX C**  
**RFP PROCESS TERMS AND CONDITIONS**

**1. Proponent's Responsibility**

- (a) It shall be the responsibility of each Proponent:
  - (i) to examine all the components of this RFP, including all appendices, forms and addenda;
  - (ii) to obtain details of the Contract between WD and the SFPA, and keep these details confidential;
  - (iii) to acquire a clear and comprehensive knowledge of the required Services before submitting a Proposal; and
  - (iv) to become familiar, and (if it becomes a successful Proponent) comply, with all of the SFPA's Policies and Practices;
- (b) The failure of any Proponent to receive or examine any document, form, addendum, agreement or policy shall not relieve the Proponent of any obligation with respect to its Proposal or any Agreement entered into based on the Proponent's Proposal.

**2. Questions**

- (a) All questions concerning this RFP should be directed in writing to Darrell J. Schneider;
- (b) No SFPA representative, whether an official, agent or employee, other than Darrell J. Schneider is authorized to speak for the SFPA with respect to this RFP, and any Proponent who uses any information, clarification or interpretation from any other representative does so entirely at the Proponent's own risk; and
- (c) Not only shall the SFPA not be bound by any representation made by an unauthorized person, but any attempt by a Proponent to bypass this RFP process may be grounds for rejection of its Proposal.

**3. Omissions, Discrepancies and Interpretations**

A Proponent who finds omissions, discrepancies, ambiguities or conflicts in any of the RFP documentation or who is in doubt as to the meaning or has a dispute respecting any part of the RFP should notify Darrell J. Schneider, in writing, not later than three (3) days before the Deadline. If the SFPA considers that a correction, explanation or interpretation is necessary or desirable, the SFPA will issue an Addendum. The decision and interpretation of the SFPA respecting any such disputes shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFP documents.

**4. Incurred Costs**

- (a) The SFPA will not be liable for, nor reimburse, any potential Proponent or Proponent, as the case may be, for costs incurred in the preparation, submission or presentation of any Proposal, or any other activity that may be

requested as part of the evaluation process or the process for the negotiation or execution of an agreement with the SFPA, as the case may be; and

- (b) The rejection or non-acceptance of any or all Proposals shall not render the SFPA liable for any costs or damages to any firm that submits a Proposal.

## **5. No Collusion**

No Proponent may discuss or communicate about, directly or indirectly, the preparation or content of its Proposal with any other Proponent or the agent or representative of any other Proponent or prospective Proponent. If the SFPA discovers there has been a breach at any time, the SFPA reserves the right to disqualify the Proposal or terminate any ensuing Agreement.

## **6. Verification**

- (a) The SFPA reserves the right to verify with any Proponent or with any other person any information provided in its Proposal but shall be under no obligation to receive further information;
- (b) The SFPA is relying on the experience and expertise of the Proponent. The SFPA reserves the right to disqualify any Proponent who has given inaccurate, incomplete, false or misleading information in the sole opinion of the SFPA.

## **7. Conflicts of Interest**

- (a) In its Proposal, the Proponent must disclose to the SFPA any real or potential conflict of interest that might compromise the performance of the Work. If such a conflict of interest does exist, the SFPA may, at its discretion, refuse to consider the Proposal;
- (b) The Proponent must also disclose whether it is aware of any SFPA employee or member of the SFPA having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the agreement, the SFPA may, at its discretion, refuse to consider the Proposal or withhold the awarding of any agreement to the Proponent until the matter is resolved to the SFPA's sole satisfaction;
- (c) If, during the Proposal evaluation process or the negotiation of the Agreement, the Proponent is retained by another client giving rise to a potential conflict of interest, then the Proponent will so inform the SFPA. If the SFPA requests, then the Proponent will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest concerned; and
- (d) Proponents are cautioned that the acceptance of their Proposal may preclude them from participating as a Proponent in subsequent projects where a conflict of interest may arise. The successful Proponent for this project may participate in subsequent/other SFPA projects provided the successful Proponent has satisfied pre-qualification requirements of the SFPA, if any, and in the opinion of the SFPA, no conflict of interest would adversely affect the performance and successful completion of an agreement by the successful Proponent.

## **8. Ownership and Confidentiality of SFPA-Provided Data**

- (a) All submissions become the property of the SFPA and will not be returned to the Proponent. Prior to the Deadline, all Proposals will be held in confidence by the SFPA unless otherwise required by law.
- (b) All correspondence, documentation and information provided by SFPA to any Proponent or prospective Proponent in connection with, or arising out of this RFP, the Services or the acceptance of any Proposal:
  - (i) is and shall remain the property of the SFPA;
  - (ii) must be treated by Proponents and prospective Proponents as confidential; and
  - (iii) must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent agreement.

## **9. Ownership and Disclosure of Proposal Documentation**

The documentation comprising any Proposal submitted in response to this RFP, along with all correspondence, documentation and information provided to the SFPA by any Proponent in connection with, or arising out of this RFP, once received by the SFPA shall become the property of the SFPA and may be appended to the agreement with the successful Proponent.

## **10. Intellectual Property Rights**

Each Proponent warrants that the information contained in its Proposal does not infringe any intellectual property right of any third party and agrees to indemnify and save harmless the SFPA, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the SFPA brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trade mark, or other intellectual property right in connection with their Proposal.

## **11. Failure or Default of Proponent**

If the Proponent, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of the RFP, the SFPA may disqualify the Proponent from the RFP and/or from competing for future tenders or RFP issued by the SFPA for a period of one year. In addition, the SFPA may at its option consider that the Proponent has withdrawn any offer made, or abandoned the agreement if the offer has been accepted, whereupon the acceptance, if any, of the SFPA shall be null and void.

## **12. Publicity**

The Proponent and its affiliates, associates, third-party service providers, and subcontractors shall not release for publication any information in connection with this

RFP or any Agreement without prior written permission of the SFPA. In turn, SFPA will not release any Proponent information.

### **13. Governing Law**

This RFP and any Proposal submitted in response to it and the process contemplated by this RFP including any ensuing Agreement shall be governed by the laws of the Province of Saskatchewan. Any dispute arising out of this RFP or this RFP process will be determined by a court of competent jurisdiction in the Province of Saskatchewan.

### **14. Time**

Time shall be of the essence of this RFP.

### **15. Assignment**

This RFP, and the rights and obligations hereunder are not assignable by either party hereto without the prior written consent of the other party (which consent shall not be unreasonably withheld); provided however, the SFPA shall be entitled to assign this agreement to an affiliate or an associate without such consent.

### **16. Successors and Assigns**

This RFP shall be binding on and ensure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to confer on any person, other than the parties hereto and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this agreement.

### **17. Entire Agreement**

This RFP constitutes the entire agreement between the parties and there are no representations or warranties, express or implied, statutory or otherwise and no agreements collateral hereto other than as expressly set forth or referred to herein.

### **18. Amendments**

Except as provided herein, no modification or amendment to this RFP may be made unless agreed to by the parties hereto in writing.

### **19. Gender**

This RFP is to be read with all changes in gender or number as required by the context.