



REQUEST FOR PROPOSALS CE Feasibility Review & Business Plan Recommendation

RFP #4347

Date of Issue: April 24, 2012

Closing Date and Time for Submission: May 15, 2012 2:00 p.m. PST

- Proposals are to be submitted in 5 copies (hard copies) with pricing proposal in a separate sealed envelope
- Contact:
Buyer
Selkirk College Purchasing Department
301 Frank Beinder Way
Phone No: 250-365-1209
Fax No: 250-365-6568
Email: purchasing@selkirk.ca

Please use the above RFP description and number on all related correspondence.

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1. Background

Selkirk College and its Continuing Education (CE) Department is seeking Requests for Proposals from qualified and affordable analysts for services to perform a feasibility review and provide a business plan recommendation for the establishment of the First Aid and Safety Training (FAST) Centre at Selkirk College.

The potential budget to support this work will not exceed \$7,000 CDN.

Selkirk College is under no obligation to issue a contract for this work or implement recommendations resulting from an awarded contract.

2. General

Questions:

All enquiries, related to this Request For Proposals, including any requests for information and clarification, are to be directed in writing preferably by May 5th, to the following person who will respond if time permits. Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and may be distributed to all Proponents at Selkirk College's option.

Buyer
Selkirk College Purchasing Department
Fax 250-365-6568
Email purchasing@selkirk.ca

Key Dates:

The anticipated contract term is May 24 – week of July 16, 2012

Resources:

The First Aid Team comprised of specific CE Coordinators and First Aid Assistants, will provide direction and act as the main resources for this work. The CE Department will be available as general resources for this work.

Selkirk College and/or the First Aid Team will provide the following information:

- List of First Aid course offerings
- Student numbers
- Revenues generated
- Delivery locations
- Delivery costs
- Delivery resource requirements
- Relevant regulatory information
- Current marketing strategy
- Vision for the FAST Centre

3. Service / Work Requirements

Final Deliverables will be comprised of the feasibility study parameters and results, and a rationalized recommendation for a business plan to support the FAST Centre. The final recommendations and business plan will include:

Deliverable #1

- Feasibility Study results including cost benefit analysis of
 - Hiring a dedicated coordinator
 - Expanding duties of support staff
 - Maintaining status quo
 - Other

Deliverable #2

- Recommended Business Model with associated implementation plan identifying
 - Business description and vision;
 - Definition of market and competition;
 - Description of products and services;
 - Overall organization and management, including technology required;
 - Marketing and sales strategy;
 - Financials (including cash flow projections) and financial management and;
 - Exit strategy

4. Submission Guidelines

◆ Proponent Organization / Profile / Technical Skills / Experience

Proponents should identify relevant management, administrative and financial capabilities as well as technical and necessary skills, qualifications and experience that they consider appropriate to the evaluation of their ability to successfully undertake the proposed contract and meet all RFP objectives.

◆ Submission / Proposal Format

Proponents should submit their proposed response in the following preferred format:

Letter of Introduction: Including: RFP title, Proponent name, address, telephone number, fax number and contact person. One page introducing the Proponent and signed by the person(s) authorized to bind the proponent to their proposed offer (RFP response).

Table of Contents: Should include a list of all sections and appendices in the proposal response and indicate corresponding page numbers.

Proposal / Project Full details of the Proponent's proposal

Requirements / Scope:	including at least: general approach, work plan, schedule, methods, procedures, and explanations of how all RFP/Project results/specifications will be achieved.
Pricing:	Indicate the proposal pricing as requested in a <u>separate sealed envelope</u> .
Appendices:	Attach other information as required by the RFP such as references, resumes, and other relevant useful information.
5 Hard Copies	Submit proposal in hard copy (5). Proposal may be e-mailed <u>in addition</u> to the contact noted

5. RFP Conditions

RESPONDENTS

Respondents will be:

- Experienced at writing successful business plans for revenue generating ventures
- Experienced with marketing analysis and strategies
- Familiar with the considerations and constraints under which a public post secondary institution operates

ELIGIBILITY

Proposals will not be evaluated if the Proponent's current or past corporate or other interests may, in Selkirk's opinion, give rise to a conflict of interest in connection with the project described in this Request for Proposals. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the college's contact person prior to submitting a proposal.

MANDATORY REQUIREMENTS

The following are mandatory requirements. Proposals not clearly demonstrating that they meet these requirements will receive no further consideration during the evaluation process.

Mandatory Requirements
Proposal must be submitted by 2:00 p.m. (14:00 hr) Pacific Time on May 15, 2012 (the "Closing Date"). This is a 2 envelope system. The Financial Proposal of this RFP must be submitted in a separate sealed envelope with the proponent's name, RFP name and number.

Proposals must not be sent by facsimile but in hard copy (5 hard copies)
Proposal must be in English and proponent must be available to conduct business in British Columbia.
Proposal Covering Letter must be signed by a person authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this RFP.
Proposal price does not exceed maximum budget as stated.

Proposals will be evaluated on the following criteria, providing mandatory criteria have been met.

Evaluation Criteria	Maximum Score	Minimum for A&B = 60% (36 pts)
Section A: Understanding, Approach and Methodology	40 points	
<ul style="list-style-type: none"> • Understanding and concept of RFP • Project Schedule/Work • Expectation of Consultation Process • Presentation quality • Organization and clarity • Value Added Services 		
Section B: Technical Qualifications	20 points	
<ul style="list-style-type: none"> • General experience • Experience specific to project • Project Manager and Proponent's personnel experience • Accessibility to College 		
Section C – Price	40 points	N/A
Total Contract Price <ul style="list-style-type: none"> • Submitted in a separate, sealed envelope 		

Proponents must achieve the minimum of 60% possible points allocated in Sections A and B in order to have their pricing component evaluated. Proposals not meeting 60% will receive no further consideration.

◆ **Negotiation**

Negotiation may take place to work out contract details and other expectations of the parties applicable to the services / work, based on the RFP requirements and the proposal(s) submitted.

◆ **Acceptance of Proposal**

The highest rated, lowest priced, or any proposal will not necessarily be accepted.

- ◆ **Proposal Revisions**

Proposal revisions, if any, must be received **prior** to the RFP submission closing date and time.

- ◆ **Disclosure**

All documents submitted by proponents will become the property of Selkirk College. Proposal information is proprietary and will be treated as confidential. Information pertaining to the Selkirk College obtained by the proponent as a result of participation in this project is confidential and must not be disclosed without written authorization from the college.

6. Appendices

- ◆ Schedule A - Pricing
- ◆ Appendix A – RFP Receipt Confirmation Form
- ◆ Appendix B – Proposal Covering Letter
- ◆ Appendix C – Service Contract

SCHEDULE A – PRICING

The Pricing Proposal must be provided in a separate, sealed envelope, clearly marked with the name and return address of the Proponent and the RFP # and title of the project.

- **Flat Fee**

_____ for completion of deliverables per requirements of RFP/not to exceed maximum budget as stated

- **Estimated Total Project Person-Hours**

_____ (please complete table below)

Project Team Member	Role in Project	Hourly Rate (info for value purposes only, flat fee will be used for contract)	Estimated # of Hours for Project

Note: If any additional charges to above flat fee, e.g. disbursements, expenses, list details below and include estimates. Flat fee, plus expenses if any, not to exceed maximum budget as stated.

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All pricing in Canadian Dollars, and exclusive of HST.

APPENDIX A: RFP Receipt Confirmation Form

Closing Date & Time: 2:00 p.m. (14:00 hrs) Pacific Time, May 15, 2012

Please complete this form and return it as soon as possible, preferably by May 1, 2012 to:

Fax: (250) 365-6568

Proponent Name:			
Street Address:			
City/Province:		Postal Code:	
Mailing Address If Different:			
Fax Number:		Phone #:	
Contact Person:			
E-Mail Address:			

I/We have received a copy of the above noted RFP document.

_____ I/We will not be submitting a Proposal submission.

_____ Yes, I/we will be responding to this request.

Proponent should not currently have, or stand to gain, a relationship with the college that may give rise to a conflict of interest, or the appearance of a conflict of interest, in the Contractor's performance of the Services. A conflict of interest is a situation in which the Contractor has a private or personal interest sufficient that it appears that it could influence the objective exercise of his or her performance of the Services.

_____ I confirm, that in my opinion, no conflict of interest exists.
(note that this determination will ultimately be made by Selkirk College or its representatives.)

I authorize and request Selkirk College to send further correspondence that it deems necessary.

Please send further correspondence about this Request for Proposal document by:

Courier collect:

Courier name & a/c #: _____

E-mail: _____

Fax: _____

Signature: _____ Title: _____

Date: _____

APPENDIX B: Proposal Covering Letter

Please submit on Letterhead or with Proponent's name and address

Date:

Dear Sir/Madam:

Subject: Request for Proposal name and number
List any amendments numbers and dates

The enclosed Proposal is submitted in response to the above-referenced Request for Proposal. Through submission of this Proposal we agree to all of the terms and conditions of the Request for Proposal.

We have carefully read and examined the Request for Proposal 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 this Proposal.

Sincerely,

Name:

Title:

Legal name of Proponent:

Date:

APPENDIX C: Service Contract

Service Contract

BETWEEN



301 Frank Beinder Way
Castlegar, BC V1N 4L3
Phone: 250 365-7292
Fax: 250 365-6568

Purchase Order #: _____

Please quote on invoice(s)

hereinafter called the "College"

AND

Name: _____
(hereinafter called the "Contractor")

_____ Phone

Address: _____

_____ W.C.B. Registration No.

_____ G.S.T. Registration No.

THE COLLEGE AND THE CONTRACTOR AGREE TO THE TERMS CONTAINED IN SECTION 1 THOUGH 24 INCLUSIVE ON THE REVERSE SIDE OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED BELOW (THE "SCHEDULES")

SCHEDULE "A" - SERVICES
(a) SERVICES

(b) TERM FROM: _____ TO: _____

SCHEDULE "B" - CONTRACT PRICE
(a) CONTRACT PRICE: _____ (b) FEES: _____
(c) RATE: _____
(e) BILLING DATES: _____ (d) EXPENSES: _____

SCHEDULE "C" - APPROVED SUBCONTRACTOR(S)

SCHEDULE "D" - INSURANCE

SCHEDULE "E" - ADDITIONAL TERMS

REPORTING
In performing the services defined herein the contractor shall report to: _____ who shall monitor the work

IN WITNESS WHEREOF the parties hereto have duly executed this agreement as of the _____ day of _____, 20____

SIGNED AND DELIVERED on behalf of the College
by an authorized representative(s) of the College

SIGNED AND DELIVERED on behalf of the Contractor (or by an
authorized signatory of the Contractor if a Corporation

(Authorized Representative)

(Name of Contractor)
By: _____
(Authorized Signatory)

READ TERMS ON REVERSE SIDE

White - Contractor Pink - Finance Canary - Purchasing Goldenrod - Requisitioner

The Contractor

1. The Contractor will:
 - a. notwithstanding the date of the execution and delivery of this agreement, provide the Services (the "Services"), during the term (the "Term"), both described in Schedule "A", in an efficient, competent, timely and professional manner to the full satisfaction of the College, at the contract price established in Schedule "B" (the Contract Price) in accordance with this agreement and the terms of Schedule "E", if any;
 - b. supply all labour, materials and approvals necessary to provide the Services at its own expense;
 - c. upon request of the College, fully inform the College of the work done by the Contractor in connection with the provision of the Services and permit the College at all reasonable times to inspect, review and copy all accounting records, findings, data, specifications, drawings, working papers, reports, documents and material (collectively the "Material"), whether complete or otherwise, that have been produced, received or acquired by the Contractor as a result of this agreement;
 - d. comply with all applicable municipal, provincial and federal laws;
 - e. not assign this agreement, nor subcontract any of its obligations under this agreement, to any person, firm or corporation without the prior written consent of the College or, with respect to subcontractors, as approved in Schedule "C" (the "Subcontractors") provided, however, that no subcontract will relieve the contractor from any of its obligations under this agreement;
 - f. at all times maintain a standard of care, skill and diligence in performance of the Services exercised and observed by persons engaged in the provision of services similar to the Services;
 - g. at all times treat as confidential all information or material supplied to or obtained by the Contractor or its Subcontractors as a result of this agreement and will not permit the publication, release or disclosure of the same without the prior written consent of the College
 - h. not provide any services for any other person or corporation which, in the reasonable opinion of the College, may give rise to a conflict of interest, and will not hire any employee of the College to perform any service covered by this agreement, and will declare any actual or potential conflict of interest;
 - i. be an independent contractor and not the servant, employee or agent of the College, ensure that all persons employed by it in connection with the provision of the Services are competent to perform them, adequately trained, fully instructed and supervised;
 - k. accept instructions from the College, with respect to the Services, provided that the Contractor will not be subject to the control of the College in respect of the manner in which such instructions are carried out except as specified in this agreement;
 - l. ensure that all personnel hired by the Contractor to provide the Services will be the employees of the Contractor and not of the College;
 - m. not in any manner whatsoever commit or purport to commit the College to the payment of any money.
 - n. establish and maintain time records and books of account, invoices, receipts and vouchers of all expenses incurred in form and content satisfactory to the College;
 - o. indemnify and save harmless the College, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the College may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor or of any agent, employee, officer, director or Subcontractor of the Contractor pursuant to this agreement, excepting always liability arising out of the independent negligent acts of the College;
 - p. during the Term, provide maintain and pay for insurance in such form and amounts, with such deductibles, according to the terms and conditions outlined in Schedule "D", as amended from time to time in accordance with directions of the College; and
 - q. make application for, obtain and remit to the College any applicable refund or remission of federal and provincial taxes, duties or impost available with respect to any articles, materials or equipment used in connection with this agreement
 - r. at its own expense, provide the necessary compensation coverage for all employees and partners employed or engaged in providing the Services hereunder, and will comply with all conditions of the Workers' Compensation Act and regulations thereunder. Upon request, the contractor will provide the College with proof of such compliance.

The Contract Price

2. In no event will the fees and expenses payable to the Contractor in respect of the Services exceed, in the aggregate, the amount the Contract Price.
3. Fees will be based on the rate set out in Schedule "B" as the "Rate".
4. The Contractor will submit written statement of account (invoice) to the College commencing no sooner than the date set out in Schedule "B" as the "Billing Date" and thereafter as specified in Schedule "B"

The College

5. The College will:
 - a. subject to the terms of this agreement, pay to the Contractor the Contract Price in full payment and reimbursement for providing the Services based on the fees and expenses set out in Schedule "B" and the Contractor will accept the same as full payment and reimbursement as aforesaid;
 - b. at its discretion, hold back from the Contract Price, sufficient monies to indemnify the College completely against any lien or claim of lien arising in connection with the provision of the Services; and make
 - c. available to the Contractor all available information considered by the College to be pertinent to the Services.

Termination

6. In the event of a substantial failure of a party to comply with the provisions of this agreement, it may be terminated by the other party on 5 days written notice.
7. The College may, in its sole discretion terminate this agreement on 10 days written notice and the payment of funds required to be made pursuant to section 8 will discharge the College of all of its liability to the Contractor under this agreement
8. Where this agreement is terminated before 100% completion of the Services, the College will, subject to section 7, pay to the Contractor that portion of the Contract Price which is equal to the portion of the Services completed to the satisfaction of the College prior to termination.
9. Where the Contractor fails to comply with the provisions of this agreement, the College may, in addition to terminating this agreement, pursue such remedies as it deems necessary.

Force Majeure

10. The College shall not be liable for any damage, breach of contract, or reach of covenant contained in this contract, due to cause beyond control of the College, and in particular, (but not so as to restrict the generality of the foregoing) it shall not be liable for damage or breach caused by act of God, acts of military or civil authorities, war riot or civil disobedience, fire, explosion, strikes, lock outs or other labour unrest, including picketing, (whether lawful or not), nor shall it be liable for damages or breaches of covenant or contract caused by its being or breaches of covenant or contract caused by its being unable to obtain labour, in any event, under any circumstances whatever, be liable for consequential damage or special damages to any person arising by reason of any of the aforesaid matters.
It is further expressly agreed by the parties that should legislation and/or budgetary direction by the Ministry of Education or Ministry of Finance or other duly constituted governmental authority, adversely affect either party to this Agreement so as to frustrate the intent of this Agreement, or any part thereof, then this Agreement may, at the option of the party deeming itself adversely affected, be at an end and void, and, in such case neither party shall assess any penalty or take any action against the other to enforce this Agreement or bring action for damages arising therefrom. In any event, should the College be of the opinion that this Agreement cannot continue due to circumstances beyond its control and jurisdiction, it shall thereupon be, at the option of the College, terminated and at an end and no action of any sort shall be taken against the College as a result thereof.

General

11. This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
12. Time will be of the essence in this agreement.
13. Any notice required to be given hereunder will be delivered by hand or mailed by prepaid registered mail to the addresses on the reverse of this agreement (or at such other address as either party may from time to time designate by notice in writing to the other), and any such notice mailed will be deemed to be received 48 hours after mailing.
14. This agreement will be binding upon the College and its assigns and the Contractor, its successors and permitted assigns.
15. A waiver of any provision or breach by the Contractor of this agreement will be effective only if it is in writing and signed by the College and will not be deemed to be a waiver of any subsequent breach of the same or any other provision of this agreement.
16. This document becomes the property of the College, and as such will be subject to the disclosure provisions of the Freedom of Information and Privacy Act.
17. Any material and/or any property provided by the College to the Contractor or subcontractor will:
 - a. be the exclusive property of the College; and
 - b. be delivered by the Contractor to the College immediately upon the College giving notice of such request to the Contractor.

Copyright & Records

18. Any and all reports, documents, software, or other items of any nature whatsoever, created by the contractor in the performance of this contract, whether completed or not shall be delivered to Selkirk College upon request or upon completion of this contract. Selkirk College shall own all patents and copyrights in any work created by the contractor during the performance of the contract.
19. Notwithstanding any other provision of this agreement, the payment of money by the College to the Contractor pursuant to this agreement is subject to the provisions of the Financial Administration Act.
20. The Schedules form an integral part of this agreement.
21. Where the Contractor is a corporation, the Contractor hereby represents and warrants to the College that the signatory has been duly authorized by the Contractor to enter into this agreement without corporate seal on behalf of the corporation.
22. No amendment or modification to this agreement will become effective unless the same will have been reduced to writing and duly executed by the parties hereto.
23. This agreement, and any amendment made pursuant to section 20, constitute the entire agreement between the parties.
24. Sections 1 (c), (h), (i), (o), (q), 16 and 17 of this Agreement will, notwithstanding the expiration or earlier determination of the Term, remain and continue in full force and effect.