



REQUEST FOR PROPOSALS

Recreational Basketball Program

**FOR THE REGIONAL DISTRICT OF NANAIMO,
RECREATION AND PARKS**



RFP – RECREATIONAL BASKETBALL PROGRAMS

ACKNOWLEDGEMENT OF RECEIPT FORM

Return form by fax, or email information no later than 2:00 p.m. PST Friday, October 10th, 2014 to:

Ms. Ann-Marie Harvey
Senior Secretary
FAX: (250) 248-3294
Email: kvalade@rdn.bc.ca

Company Name:			
Address:			
Phone:		Fax:	
Contact:			
Signature:			

We have received a copy of the above-noted RFP and:

_____ we will be submitting a proposal
_____ we will not be submitting a proposal



The Regional District of Nanaimo (RDN) is seeking responses to the following request for proposal:

Recreational Basketball Program

Responses clearly marked **REQUEST FOR PROPOSAL – Recreational Basketball Program FOR THE REGIONAL DISTRICT OF NANAIMO, RECREATION and PARKS** and will be received up until 2:00 p.m. PST on Friday, October 10th, 2014 by:

Ann-Marie Harvey, Senior Secretary
RDN Recreation and Parks Department
Oceanside Place
Main Floor Reception Office
830 West Island Highway, Parksville, BC V9P 2X4

Faxed responses will not be accepted. Late proposals will not be accepted and will be returned to the proponent unopened.

Responses may be withdrawn before the deadline upon written notice (facsimiles of notice will be accepted) addressed to Ann-Marie Harvey, at 250-248-3294 (f).

Responses withdrawn may be replaced by alternative responses providing written notice that an alternative proposal will be submitted to Ann-Marie Harvey at least twenty-four hours before the deadline for closing noted herein (facsimiles of notice will be accepted).

Responses must remain valid for 90 days following the closing time and date. Responses are irrevocable after the closing time and date.

The Regional District of Nanaimo reserves the right to reject any and all proposals for any reason or to accept any proposal received which the Regional District, in its sole unrestricted discretion deemed most advantageous to itself. The lowest or any proposal may not necessarily be accepted. The proponent acknowledges the Regional District's rights under this clause and absolutely waives any right of action against the Regional District for the Regional District's failure to accept its proposal whether such right of action arises in contract, negligence, bad faith or any other cause of action. The acceptance of any proposal is subject to funds being legally available to complete this transaction and/or approval by the Board of the Regional District or the officer or employee of the Regional District having authority to accept the proposal.

Unless otherwise authorized in writing by Kelly Valade, Recreation Programmer, a proponent must not contact or communicate with any elected or appointed officer, or employee of the Regional District other than the Recreation Programmer in relation to this solicitation prior to an award of the services by the Regional Board or the officer or employee of the Regional District having authority to accept

the proposal. Any such communication may result in disqualification of the proposal from further consideration.

Addenda may be issued during the Proposal period in response to queries received. Addenda will be sent in electronic format to all proponents who have received RFP packages. All addenda must be considered and acknowledged when responding to this RFP. Verbal answers are binding only when confirmed by written addenda.

The information contained in this RFP is supplied solely as a guideline for Proponents and is not guaranteed or warranted by the RDN to be accurate, nor is it necessarily comprehensive or exhaustive.

Each Proponent is responsible to review and understand the terms and conditions of this RFP, and the Scope of Services being requested. The RDN will not be responsible for any loss, damage or expense incurred by a Proponent as a result of any inaccuracy or incompleteness in this RFP, or as a result of any misunderstanding or misinterpretation of the terms of this RFP on the part of the Proponent.

Further, the RDN is not liable for any costs incurred in the preparation of the proposals.

The Regional District of Nanaimo is subject to the provisions of *The Freedom of Information and Protection of Privacy Act*. As a result, while Section 20 of the *Act* offers some protection for third party business interests, the Regional District cannot guarantee that any information provided to the Regional District can or will be held in confidence.

Further information regarding the specifications in this solicitation may be obtained from:

Kelly Valade, Recreation Programmer
Telephone: 250-248-3252
Email: kvalade@rdn.bc.ca

In the Programmer's absence, Proponents may contact:
Hannah King, Superintendent of Recreation Program Services
Telephone: 250-248-3252
Email: hking@rdn.bc.ca

1. INTRODUCTION & SCOPE

Definitions

Throughout this request for Proposal the following definitions apply:

“RDN” or “Regional District” means the Regional District of Nanaimo

“District 69” means the north area of the District receiving recreation services and includes the City of Parksville, Town of Qualicum Beach, and Electoral Areas E, F, G and H. (School District 69 is the same geographic region.)

“Proponent” means a qualified instructor or business that submits a proposal in response to this Request for Proposal

“Proposal” means a submission in response to this Request for Proposal

“RFP” means Request for Proposal

“Services” means the works requested to be performed as per this RFP

“Employee” means an employee, a subcontractor and its employees, volunteers or any other person under the Contractor’s control and supervision or for which it is responsible in law.

Background Information

RDN Recreation and Parks is a department of the Regional District of Nanaimo, and provides recreation services mainly to District 69. The department is funded through a combination of property taxes, government grants and revenues derived from the sale of services.

Recreation and Parks Operating Philosophy

- We strive for **quality and excellence** in all that we do - making optimal use of all available resources, accountable and a model of good government and public service.
- Individually, we reach for the highest levels of **professionalism** possible - being knowledgeable, evaluating and improving our services and ourselves continually.
- We understand the importance of team and **teamwork** to our collective productivity, enjoying each other’s talents and contributions and treating one another with respect.
- Above all, we are committed to **customer service** - courteous, considerate, friendly, flexible and responsive at all times.

Eligibility

Potential proponents are not eligible to submit a proposal if current, past or other interests, in the Regional District’s opinion, may result in a conflict of interest in connection with this project.

Invitation

The Regional District of Nanaimo invites qualified Proponents with the capabilities and experience to submit proposals to enter into an agreement for Recreational Basketball programs at various locations throughout District 69, as deemed suitable and available.

2. TERM AND GENERAL CONDITIONS OF ENGAGEMENT

Term of Engagement

It is the intention of the Regional District to enter into a three year agreement with the successful Proponent to provide services beginning January 1, 2015 – December 31, 2017 inclusive.

Awarding of Contract

Verbal notice of approval will be given to the successful Proponent followed by the signing of the Recreation Contractor Services Agreement, which constitutes the formal agreement (see Appendix 1.)

Insurance

The Proponent shall maintain and provide evidence of a commercial general liability policy including non-owned automobile coverage, providing coverage for injury to property and persons including death, in an amount of not less than \$3,000,000, per occurrence. The Regional District of Nanaimo shall be named as an 'additional insured'.

Registration with Workers' Compensation Board

The Proponent will provide to the Regional District evidence satisfactory to the Regional District that the Proponent has paid and satisfied any and all assessments payable under the *Workers Compensation Act* or any regulation thereunder with respect to the Services to be provided under this Agreement.

Criminal Record Checks

Proponents and their employees require criminal record checks. Proponents shall at all times during the term of this Agreement comply with the Criminal Records Review Act (British Columbia). The Proponent shall ensure that all its employees under this Agreement undergo a criminal records check not more than **12 months** prior to commencing services.

Experience and Qualifications

A Proponent must meet the following minimum requirements to be considered for evaluation pursuant to this RFP:

1. Has provided recreational basketball programs within the past three years in similar circumstances.
2. Demonstrates an understanding of providing basketball programs to children and youth.
3. Has necessary training, qualifications and experience, and ensures any staff hired to perform the service, are also qualified and experienced.
4. Has the required staffing, skills, and certifications to address the scope of the services.
5. Demonstrates a commitment to providing quality and excellence in service delivery, communicating professionally, and working in a collaborative manner.

3. SCOPE OF SERVICES

Services

The Proponent will be required to provide the following services:

- a. At least one week of summer camp for children and youth.
- b. Work collaboratively with RDN personnel to deliver programs in accordance to RDN Policies and Procedures.
- c. Hire, train and supervise all employees.
- d. Ensure employees have current first aid (Emergency First Aid or Standard First Aid or Emergency Childcare First Aid) and CPR B or C.
- e. Ensure adequate first aid supplies are on site during all program times.
- f. Cover the costs of supplies needed for program instruction.
- g. Provide adequate supervision of all participants as outlined in the proposal.

The Regional District of Nanaimo agrees to coordinate facility bookings and payment, advertising, class registrations/cancellations, the collection of revenues and minor administrative duties associated with the program.

Annual Schedule

The following schedule will be required for each year of the agreement. The Proponent will submit the following information in writing to the Recreation Programmer:

- Program descriptions and dates:
 - Spring/Summer Active Living Guide = December 1
 - Fall/Winter Active Living Guide = June 1
- Confirmation that all employees meet the criteria outlined in (a) Experience and Qualifications and (b) Criminal Record Checks must be received one month prior to commencing service
- Copy of WCB coverage within one month prior to commencing service
- Copy of Insurance within one month prior to commencing service
- Annual planning and review meetings with Recreation Programmer

4. PROPOSALS REQUIREMENTS

Requirements

Proponents must meet the following mandatory requirements to be considered for further evaluation:

1. A cover letter shall be provided with the proposal clearly stating the understanding of the services to be provided. The letter must include the name(s) of the person(s) who will be authorized to make representations for the proponent, their title(s) and telephone number(s). The person signing the covering letter must be authorized to bind the proposer.
2. Two copies of the proposal must be submitted in a sealed envelope, clearly marked 'RFP for Recreational Basketball Programs, by mail or in person. Proposals must be received at the closing location by the specified closing date and time.
3. Proponents must respond to **all** the items listed below in the order they are presented:

- a. **Company Profile and Contact:** A brief profile indicating the scope of practice and the range of activities performed. Identify the Proponent's contact person, mailing address, phone number and email address.
- b. **Qualifications and Experience:** List the Proponent's current and past training, qualifications and experience. Describe your familiarity and experience with recreation services and philosophies. If additional staff will be hired, describe recruitment and staff qualifications and experience.
- c. **Service Delivery Approach:** Proposals must show a clear understanding of the work to be performed. This would include creative approaches that introduce and maintain participant interest in the program and develop skills that will support lifelong healthy living.
- d. **Staffing Structure:** The number of instructors available, and the instructor to participant ratios (and age groupings if applicable).
- e. **Fee Proposal:** Proponents will be paid 70% of the **net** revenue or a flat rate. Net revenues will be calculated as Registration fees (with adjustments for refunds/withdrawals) less facility rentals (if applicable). Proposals must include the fees charged to each participant and any costs associated with the service (e.g. facilities, equipment, wages, taxes, etc).
- f. **References:** Three references within the last three years. Include a contact name, telephone number and email address for each reference.

Proposal Evaluation Criteria

Proposals that comply with the mandatory requirements will be evaluated on the basis of the following criteria using the scoring grid outlined in Appendix 2.

Shortlisted Proponents may be required to attend a brief interview.

Appendix 1

RECREATION CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT made the ____ day of _____, 20__

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
Recreation and Parks Department
830 West Island Highway
Parksville, BC, V9P 2X4

(hereinafter called the "Regional District")

AND:

(hereinafter called the "Contractor")

NOW THIS AGREEMENT WITNESSETH:

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the Regional District and the Contractor covenant and agree each with the other as follows:

1. Services

The Regional District retains the Contractor to provide the Services described in Schedule "A" (the "Services") and the Contractor agrees to provide the Services in a diligent manner.

2. Term

The Contractor will provide the Services during the period (hereinafter called the "Term") commencing on _____, 20__ and ending on _____, 20__, unless sooner terminated as hereinafter provided.

3. Payment

The Regional District will pay to the Contractor, for the Services, the amount, in the manner and at the times set out in Schedule 'B' attached hereto. The Contractor agrees to accept the amount as full payment and reimbursement. No additional amounts may be charged by the Contractor.

4. Independent Contractor

The Contractor will at all times be an independent contractor and not the servant, employee or agent of the Regional District.

5. Assignment and Sub-contracting

The Contractor will not, without the prior written consent of the Regional District, assign or subcontract this Agreement or any portion thereof.

6. Criminal Records Information

- i. Unless specifically noted, all Contractors and their employees require criminal record checks. RDN contractors and employees may come into contact with children and/or vulnerable people or populations.
- ii. For the purpose of the Criminal Record Review Act, the following terms are explained further:
 - “children” means a child or children under the age of 19 years of age;
 - “conviction” has the meaning ascribed to it in the Criminal Record Review Act, R.S.B.C. 1996, c. 86 (the “CRRRA”);
 - “employee” means an employee, a subcontractor and its employees, volunteers or any other person under the Contractor’s control and supervision or for which it is responsible in law.
 - “relevant offence” and “specified offence” have the meaning ascribed to them under the CRRRA;
 - “work with children” means working with children directly or indirectly or having or potentially having unsupervised access to children in the ordinary course of employment or in the practice of an occupation including, without limitation, all Regional District parks and recreation facilities.
- iii. The Contractor shall at all times during the term of this Agreement comply with the Criminal Records Review Act (British Columbia).
- iv. The Contractor shall ensure that all its employees under this Agreement undergo a criminal records check not more than **12 months** prior to the Contractor commencing the Services under this Agreement.
- v. The Contractor shall, within **one month of the prior to the commencing of Services** under this Agreement, confirm to the Regional District **in writing** that no employee of the Contractor has been charged or convicted or found guilty of a relevant offence under this Agreement.
- vi. The Contractor shall ensure that each **new** employee of the Contractor under this Agreement will undergo a criminal records check prior to performing any of the Services.
- vii. If the Contractor is or becomes aware that an employee in carrying out the Services has been charged or convicted or found guilty of a relevant offence or specified offence the Contractor will notify the RDN **immediately** for their deliberation.
- viii. Notwithstanding any provision to the contrary in this Agreement, if the Contractor is in breach of this Article the Regional District may, by written notice to the Contractor, immediately terminate this Agreement and will pay the Contractor for the services rendered and disbursements incurred by the Contractor to the date of termination, less any amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District or any person employed by the Regional District by or on behalf of the Regional District arising from the Contractor’s breach.
- ix. The Contractor shall release, indemnify and save harmless the Regional District from and against all claims, demands, actions, causes of action, liabilities, damages, losses, costs, expenses and payments arising out of or related to, any personal injury or death, damage or loss arising from or related to, a breach of this Article by the Contractor.
- x. Nothing herein requires or is intended to require the Contractor to violate any applicable human rights legislation.

7. Protection of Personal Information

- i. The Contractor and any persons in their employ shall keep any personal information about participants and/or their families confidential. Personal information includes but is not limited to names, addresses,

telephone numbers, email addresses, age, gender and any and all medical, financial or parental custody information.

- ii. The Contractor and any persons in their employ shall only use class lists and/or personal information for the purposes of providing the Services and shall not under any circumstances use class lists or personal information obtained from providing the Services to sell products or wares and/or for future promotions to participants.
- iii. Where email addresses have been provided with the permission of a participant for the purposes of communications related to the Services, the Contractor shall upon program completion, delete any participant address information from their address book and records.
- iv. The Contractor shall upon completing the Services return any property of the RDN to the Recreation department including class lists and emergency contact forms.
- v. Where the Contractor collects participant information that is required as a condition of participating in a program (e.g.e Par-Q forms, signed waivers as required for their business, etc.) the information so obtained is the property of the Contractor and must be handled in accordance with any current legislation (Federal or Provincial) covering the protection and privacy of personal information.

8. Indemnity

The Contractor will indemnify and save harmless the Regional District from any and all losses, claims, damages, or expenses arising from or due to the negligence of the Contractor in performing the Services or the Contractor's breach of this Agreement.

9. Insurance

During the term of this agreement the Contractor will keep in full force and effect, and provide evidence of, a commercial general liability policy including non-owned automobile coverage, providing coverage for injury to property and persons including death, in an amount of not less than \$3,000,000, per occurrence.

The policy of insurance shall be endorsed to add the Regional District of Nanaimo as an additional insured and shall include a clause requiring 30 days notice to the Regional District should there be any material changes to the policy including cancellation.

10. WCB Coverage

The Contractor will provide to the Regional District, prior to the commencement of the Term, evidence satisfactory to the Regional District that the Contractor has paid and satisfied any and all assessments payable under the *Workers Compensation Act* or any regulation thereunder with respect to the Services to be provided under this Agreement.

11. Representations

This Agreement shall comprise all of the Terms and Conditions of the Services and no other representations either before or after the execution of this Agreement are of any effect.

12. Termination

Notwithstanding any other provision of this Agreement:

- a) If the Contractor fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its option, terminate this Agreement by giving written notice of termination to the Contractor.
- b) Either Party may terminate this Agreement at any time upon giving the other Party seven (7) days notice of such termination.

If either such option is exercised by the Regional District, the Regional District will be under no further obligation to the Contractor except to pay the Contractor such amount as the Contractor may be entitled to receive, pursuant to Schedule 'B', for services properly performed and provided to the date notice is given to the Contractor less any amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District arising from the Contractor's default.

12. Prior Dealings

All prior negotiations and agreements between the parties relating to the subject matter of this Agreement are superseded by this Agreement. There are no representations, warranties, understandings or agreements other than those expressly set forth in the Agreement or subsequently agreed to in writing, which writing shall be executed by a duly authorized officer of the party to be bound thereby.

13. Waiver

The failure of either party at any time to require the other party's performance of any obligation under this Agreement shall not affect the right to require performance of that obligation in the future. Any waiver by either party of any such breach or any such provision hereof shall not be construed as a waiver or modification of this provision itself, or a waiver or modification of any other right under this Agreement.

14. Miscellaneous

All provisions of this Agreement in favour of the Regional District and all rights and remedies of the Regional District, either at law or equity, will survive the expiration or sooner termination of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

For the Regional District:

Superintendent of Recreation Program Services

For the Contractor (signed by an authorized representative of the company):

Title

SCHEDULE "A"

SCOPE OF WORK

The Contractor shall provide the Services as outlined below:

(Dates and Locations of Programs)

- Hire, train and supervise instructors.
- Ensure instructors have current first aid (Emergency First Aid or Standard First Aid or Emergency Childcare First Aid) and CPR B or C
- Ensure adequate first aid supplies are on site during all program times.
- Cover the costs of supplies needed for program instruction.
- Provide supervision of participants up to ten minutes before program start; ensure orderly behaviour and control of participants during program; and provide supervision after class to ensure no participant (particularly children and youth) is left unattended.

The Regional District of Nanaimo agrees to coordinate advertising, class registrations/cancellations, the collection of revenues and minor administrative duties associated with the program.

SCHEDULE "B"

PAYMENT

Upon completion of the program all administrative expenses will be accounted for including refunds, withdrawals, and any agreed upon program expenses such as facility costs. Upon receipt of an original invoice the Regional District agrees to pay the Contractor a percentage of the net revenue or a flat rate, as agreed upon, plus HST (as applicable) as indicated below.

Payment by the Regional District to the Contractor will be upon receipt of an invoice(s) from the Contractor for completed services.

a) Net Revenue

The fees for this contract will be 70% of net revenues. Net revenues will be calculated as:

Registration fees (with adjustments for refunds/withdrawals)
Less: facility rentals (if applicable)

OR

b) Flat rate of \$_____ (Programmer to specify)

Appendix 2

EVALUATION GRID FOR RECREATIONAL BASKETBALL PROGRAMS

PROPOSER _____ DATE: _____

Criteria	Max. score	Proponent's score	Comments
Mandatory Criteria <ul style="list-style-type: none"> Cover letter completed and signed by person authorized to bind the Proponent to statements made in the submission. Sealed package containing two copies of the proposal. Proposal must be received at the closing location by the specified closing date and time. 			<p>CIRCLE ONE: Y / N</p> <p>CIRCLE ONE: Y / N</p> <p>CIRCLE ONE: Y / N</p>
Point-Rated Criteria			
1. Company Profile and Contact <ul style="list-style-type: none"> Identifies scope of practice and the range of activities performed. Demonstrates credibility, professionalism and reliability. Proof of WCB coverage Proof of Insurance with minimum \$3,000,000.00 liability Written confirmation of intent to obtain a Criminal Record Check 	10		
2. Qualifications and Experience <ul style="list-style-type: none"> Has provided relevant services within the past three years. Demonstrates an understanding of providing relevant services to the target population. Has necessary training, qualifications and experience, and demonstrates additional staff are qualified and experienced. Has the required resources to address the scope of the services. Demonstrates commitment to providing quality and excellence, communicating professionally and working collaboratively. Confirms current first aid (Emergency First Aid or Standard First Aid or Emergency Childcare First Aid) and CPR B or C certifications Other required or beneficial certification for the service 	30		

3. Service Delivery Approach <ul style="list-style-type: none"> • Outlines a clear description of the work to be performed. • Is in accordance with RDN Recreation and Parks mission statement and operating philosophy • Suitable, age-appropriate, creative approaches to providing service • Supports the development of skills that will support lifelong active healthy lifestyles. 	25		
4. Staffing Structure <ul style="list-style-type: none"> • Identifies the number of instructors available • Identifies the instructor to participant ratios (and age groupings if applicable). 	10		
5. Fee Proposal <ul style="list-style-type: none"> • Identifies proposed fees charged to each participant and any costs associated with the service (e.g. facilities, equipment, wages, taxes, etc) for 1-3 years. • Makes optimal use of all available resources allowing for the lowest price for the customer • Competitive and appropriate fees for economics of D69 communities 	15		
6. References <ul style="list-style-type: none"> • Three references within the last three years 	10		