



**ACADIA**  
UNIVERSITY

**Request for Proposals**

**For**

**the Development of a Business Plan  
for Acadia's Athletic Complex**

Issued: **August 10, 2018**

Submission Date: **September 5, 2018**

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## PART 1 – INTRODUCTION

### 1.1 Invitation to Proponents

This Request for Proposals (“RFP”) is an invitation by Acadia University to prospective proponents to submit proposals for the **Development of a Business Plan for Acadia’s Athletic Complex**, as further described in Part 2 – The Deliverables (the “Deliverables”).

The mission of Acadia University is to provide a personalized and rigorous liberal education; promote a robust and respectful scholarly community; and inspire a diversity of students to become critical thinkers, lifelong learners, engaged citizens, and responsible global leaders.

For the purposes of this RFP, the contact for the procurement process shall be:

Mary MacVicar  
AVP Finance and Treasurer  
Purchasing Services  
Tel: (902) 585 1337  
E-Mail: mary.macvicar@acadiu.ca

### 1.2 Type of Contract for Deliverables

The selected proponent will be requested to enter into negotiations for an agreement with Acadia University for the provision of the Deliverables. Acadia University may enter into an agreement with more than one (1) legal entity. The term of the agreement is to be for a period sufficient to complete the deliverables. It is anticipated that the agreement will begin execution during the week of **September 24, 2018**.

Acadia University retains the option to extend the agreement on the same terms and conditions for an additional term to facilitate additional work, to be determined following the completion of the deliverables.

### 1.3 No Guarantee of Volume of Work or Exclusivity of Contract

Acadia University makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. Acadia University may contract with others for the same or similar Deliverables to those described in the RFP or may obtain the same or similar Deliverables internally.

### 1.4 Trade Agreements

Proponents should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade are subject to that trade agreement, but that the rights and obligations of the parties shall be governed by the specific terms of each particular tender call. For further information on the Agreement on Internal Trade, please see the Internal Trade Secretariat website at [http://www.ait-aci.ca/index\\_en.htm](http://www.ait-aci.ca/index_en.htm).

## **PART 2 – THE DELIVERABLES**

### 2.1 Description of Deliverables

The RFP is an invitation to submit offers for the **Development of a Business Plan for Acadia's Athletic Complex**, as further described in Appendix E – RFP Particulars – Section A. The Deliverables.

### 2.2 Material Disclosures

Proponents should refer to Appendix E – RFP Particulars – Section B. Material Disclosures.

## PART 3 – EVALUATION OF PROPOSALS

### 3.1. Timetable and Submission Instructions

Proponents should submit their proposals according to the following timetable and instructions.

#### 3.1.1 Timetable

Issue Date of RFP	<b>August 10, 2018</b>
Proponent Meeting	<b>By appointment</b>
Deadline for Questions	<b>August 27, 2018</b>
Deadline for Issuing Addenda	<b>August 29, 2018</b>
Submission Date	<b>September 5, 2018 4:00 pm (ADT)</b>
Rectification Date	<b>September 7, 2018</b>

The RFP timetable is tentative only, and may be changed by Acadia University at any time.

#### 3.1.2 Proposals Should Be Submitted in Prescribed Manner

Proposals should be submitted to:

**Mary MacVicar  
Financial Services  
3<sup>rd</sup> Floor, University Hall  
Acadia University  
15 University Avenue  
Wolfville, Nova Scotia  
B4P 2R6**

Proponents should submit **two** (2) hard copies and **one** (1) electronic copy in a sealed, opaque package. **Note: Electronic copy can be submitted after the hard copies up to and including the rectification date of September 7, 2018.**

Proposals are to be prominently marked with the RFP title (see RFP cover), with the full legal name and return address of the proponent, and with the Submission Date.

In the event of a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail.

#### 3.1.3 Proposals Should Be Submitted on Time at Prescribed Location

Proposals should be submitted at the location set out above on or before the Submission Date. Proposals submitted after the Submission Date will be rejected.

A proponent may, at its option, email the Acadia University Contact prior to the Submission Date with delivery details, including the anticipated arrival time of its proposal. In the event a proposal does not arrive as scheduled, Acadia University may provide those proponents who have given such prior notice one additional Business Day to effect the delivery of their proposals. The Submission Date shall be deemed to be adjusted accordingly for the purpose of accepting those proposals. For the purposes of this Section, "Business Day" means any working day between **8:30 a.m.** and **4:30 p.m.**, Monday to Friday inclusive, but excluding statutory and other holidays that Acadia University has elected to be closed for business.

#### 3.1.4 Withdrawing Proposals

At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be sent to the Acadia University Contact and must be signed by an authorized representative. Acadia University is under no obligation to return withdrawn proposals.

### 3.2 Stages of Proposal Evaluation

Acadia University will conduct the evaluation of proposals in the following three (3) stages:

#### 3.2.1 Stage I

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals failing to satisfy the mandatory requirements as of the Submission Date will be provided an opportunity to rectify any deficiencies. Proposals failing to satisfy the mandatory requirements as of the Rectification Date will be excluded from further consideration.

#### 3.2.2 Stage II

Stage II will consist of a scoring by Acadia University of each qualified proposal on the basis of the rated criteria.

#### 3.2.3 Stage III

Stage III will consist of a scoring of the pricing submitted. The evaluation of price will be undertaken after the evaluation of mandatory requirements and any rated requirements has been completed.

#### 3.2.4 Cumulative Score

At the conclusion of Stage III, all scores from Stage II and Stage III will be added and the highest ranking proponent will be selected for contract negotiations in accordance with Part 4.

### 3.3 Stage I – Mandatory Requirements, Submission and Rectification

#### 3.3.1 Submission and Rectification Date

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms. Proponents submitting proposals that do not meet the mandatory requirements will be provided an opportunity prior to the Rectification Date to rectify any deficiencies.

#### 3.3.3 Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

#### 3.3.4 Rate Proposal Form (Appendix C)

Each proponent must include this form completed according to the instructions contained in the form as well as those instructions set out below:

- (a) rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for sales taxes, which should be itemized separately; and
- (b) rates quoted by the proponent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to Acadia University, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

#### 3.3.5 Reference Form (Appendix D)

Each proponent must complete the Reference Form (Appendix D) and include it with its proposal.

#### 3.3.6 Rectification Date

Proposals satisfying the mandatory requirements before the Rectification Date will proceed to Stage II. Proposals failing to satisfy the mandatory requirements will be excluded from further consideration.

### 3.4 Stage II – Evaluation of Rated Criteria

Proponents should refer to Appendix E – RFP Particulars – Section D. Rated Criteria for a breakdown of the Rated Criteria.

### 3.5 Stage III – Evaluation of Pricing

Proponents should refer to the Rate Proposal Form at Appendix C and Appendix E – RFP Particulars – Section D. Pricing.

### 3.6 Cumulative Score and Selection of Highest Scoring Proponent

At the conclusion of Stage III, all scores from Stage II and Stage III will be added together and the highest ranked proponent will be selected for negotiations in accordance with Part 4 – Terms and Conditions of the RFP process.

## **PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **4.1 General Information and Instructions**

#### **4.1.1 Proponents to Follow Instructions**

Proponents should structure their proposals in accordance with the instructions in the RFP. Where information is requested in the RFP, any response made in a proposal should reference the applicable section numbers of the RFP where that request was made.

#### **4.1.2 Proposals in English**

All proposals are to be in English.

#### **4.1.3 Institution's Information in RFP Only an Estimate**

Acadia University and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in the RFP or issued by way of addenda. Any quantities shown or data contained in the RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general size of the work. It is the proponent's responsibility to avail itself of all the necessary information to prepare a proposal in response to the RFP.

#### **4.1.4 Proponents Shall Bear Their Own Costs**

The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

### **4.2 Communication after Issuance of RFP**

#### **4.2.1 Proponents to Review RFP**

Proponents shall promptly examine all of the documents comprising the RFP, and

(a) shall report any errors, omissions or ambiguities; and

(b) may direct questions or seek additional information;

in writing by email on or before the proponent's Deadline for Questions to the Acadia University Procurement Contact.

All questions submitted by proponents by email to the Acadia University Contact shall be deemed to be received once the email has entered into the Acadia University Contact's email inbox. No such communications are to be directed to anyone other than the Acadia University Contact. Acadia University is under no obligation to provide additional information.

It is the responsibility of the proponent to seek clarification from the Acadia University Contact on any matter it considers to be unclear. Acadia University shall not be responsible for any misunderstanding on the part of the proponent concerning the RFP or its process.

#### **4.2.2 All New Information to Proponents by Way of Addenda**

The RFP may be amended only by an addendum in accordance with this section. If Acadia University, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of the RFP.

Such addenda may contain important information, including significant changes to the RFP. Proponents are responsible for obtaining all addenda issued by Acadia University. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

#### 4.2.3 Post-Deadline Addenda and Extension of Submission Date

If any addendum is issued after the Deadline for Issuing Addenda, Acadia University may at its discretion extend the Submission Date for a reasonable amount of time.

#### 4.2.4 Verify, Clarify, and Supplement

When evaluating responses, Acadia University may request further information from the proponent or third parties in order to verify, clarify, or supplement the information provided in the proponent's proposal. Acadia University may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

#### 4.2.5 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal will not be considered to form part of its proposal.

#### 4.2.6 Proposal to Be Retained by Acadia University

Acadia University will not return the proposal or any accompanying documentation submitted by a proponent.

### 4.3 Negotiations, Notification and Debriefing

#### 4.3.1 Selection of Top-Ranked Proponent

The top-ranked proponent, as established under Part 3 – Evaluation of Proposals, will receive a written invitation to enter into direct contract negotiations with Acadia University.

#### 4.3.2 Timeframe for Negotiations

Acadia University intends to conclude negotiations within thirty (30) days commencing from the date Acadia University invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

#### 4.3.3 Process Rules for Negotiations

Any negotiations will be subject to the process rules contained in this Part 4 – Terms and Conditions of RFP Process and the Submission Form (Appendix B) and will not constitute a legally binding offer to enter into a contract on the part of Acadia University or the proponent. Negotiations may include requests by Acadia University for supplementary information from the proponent to verify, clarify, or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by Acadia University for improved pricing from the proponent.

#### 4.3.4 Terms and Conditions

The terms and conditions found in the Form of Agreement (Appendix A) are to form the starting point for negotiations between Acadia University and the selected proponent.

#### 4.3.5 Failure to Enter Into Agreement

Proponents should note that if the parties cannot execute a contract within the allotted thirty (30) days, Acadia University may invite the next-best-ranked proponent to enter into negotiations. In accordance with the process rules in this Part 4 – Terms and Conditions of RFP Process and the Submission Form (Appendix B), there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. With a view to expediting contract formalization, at the midway point of the above-noted timeframe, Acadia University may elect to initiate concurrent negotiations with the next-best-ranked proponent. Once the above-noted timeframe lapses, Acadia University may discontinue further negotiations with that particular proponent. This process shall continue until a contract is formalized, until there are no

more proponents remaining that are eligible for negotiations or until Acadia University elects to cancel the RFP process.

#### 4.3.6 Notification to Other Proponents

Other proponents that may become eligible for contract negotiations will be so notified at the commencement of the negotiation process. Once a contract is executed between Acadia University and a proponent, the other proponents may be notified directly in writing and shall be notified by public posting in the same manner that the RFP was originally posted of the outcome of the procurement process and the award of the contract.

#### 4.3.7 Debriefing

Proponents may request a debriefing after receipt of a notification of award. All requests must be in writing to Acadia University Contact and must be made within sixty (60) days of notification of award. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

#### 4.3.8 Proposal Protest Procedure

If a proponent wishes to challenge the outcome of the RFP process, it should provide written notice to Acadia University Contact within sixty (60) days of notification of award, and Acadia University will respond in accordance with its proposal protest procedures.

### 4.4 Prohibited Communications and Confidential Information

#### 4.4.1 Prohibited Proponent Communications

The proponent shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B). For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix B).

#### 4.4.2 Proponent Not to Communicate with Media

A proponent may not at any time directly or indirectly communicate with the media in relation to the RFP or any contract awarded pursuant to the RFP without first obtaining the written permission of the Acadia University Contact.

#### 4.4.3 Confidential Information of Institution

All information provided by or obtained from Acadia University in any form in connection with the RFP either before or after the issuance of the RFP

- (a) is the sole property of Acadia University and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to the RFP and the performance of any subsequent Contract;
- (c) must not be disclosed without prior written authorization from Acadia University; and
- (d) shall be returned by the proponents to Acadia University immediately upon the request of Acadia University.

#### 4.4.4 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by Acadia University. The confidentiality of such information will be maintained by Acadia University, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis, to Acadia University's advisers retained for the purpose of evaluating or participating in

the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to the RFP, questions are to be submitted to the Acadia University Contact.

#### 4.5 Procurement Process Non-binding

##### 4.5.1 No Contract A and No Claims

The procurement process is not intended to create and shall not create a formal legally binding proposal process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the RFP shall not give rise to any “Contract A”-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the proponent nor Acadia University shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to the RFP.

##### 4.5.2 No Contract until Execution of Written Agreement

The RFP process is intended to identify prospective vendors for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and Acadia University by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

##### 4.5.3 Non-binding Price Estimates

While the pricing information provided in responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

##### 4.5.4 Disqualification for Misrepresentation

Acadia University may disqualify the proponent or rescind a contract subsequently entered if the proponent’s response contains misrepresentations or any other inaccurate, misleading or incomplete information.

##### 4.5.5 References and Past Performance

Acadia University’s evaluation may include information provided by the proponent’s references and may also consider the proponent’s past performance on previous contracts with Acadia University or other institutions.

##### 4.5.6. Inappropriate Conduct

Acadia University may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to the following: (a) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of the supplier to honour its pricing or other commitments made in its proposal; or (c) any other conduct, situation or circumstance, as solely determined by Acadia University, which constitutes a Conflict of Interest. For the purposes of this Section, “Conflict of Interest” shall have the meaning ascribed to it in the Submission Form (Appendix B).

##### 4.5.7 Cancellation

Acadia University may cancel or amend the RFP process without liability at any time.

#### 4.6 Governing Law and Interpretation

##### 4.6.1 Governing Law

The terms and conditions in this Part 4 – Terms and Conditions of RFP Process (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and (c) are to be governed by and construed in accordance with the laws of the province of Nova Scotia and the federal laws of Canada applicable therein.

## **APPENDIX A – FORM OF AGREEMENT**

Proponents shall include a proposed terms of engagement document that Acadia University and the successful proponent will use as the basis of the negotiation phase of the contract development process.

## APPENDIX B – SUBMISSION FORM

### 1. Proponent Information

Please fill out the following form, and name one person to be the contact for the RFP response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under Which the Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
RFP Contact Person and Title:	
RFP Contact Phone:	
RFP Contact Facsimile:	
RFP Contact E-mail:	

### 2. Acknowledgment of Non-binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding proposal process, and that there will be no legal relationship or obligations created until Acadia University and the selected proponent have executed a written contract.

### 3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. The proponent represents and warrants its ability to provide the Deliverables required under the RFP in accordance with the requirements of the RFP for the Rates set out in the Rate Proposal Form and has provided a list of any subcontractors to be used to complete the proposed contract. The proponent encloses herewith as part of the proposal the mandatory forms set out below:

	Initial to Acknowledge
Proposed Terms of Engagement	
Submission Form	
Rate Proposal Form	
Reference Form	

Notice to proponents: There may be forms required in the RFP other than those set out above. See the Mandatory Requirements section of the RFP for a complete listing of mandatory forms.

#### 4. Non-binding Price Estimates

The proponent has submitted its Rates in accordance with the instructions in the RFP and in the Rate Proposal Form set out in Appendix C. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

#### 5. Addenda

The proponent is deemed to have read and accepted all addenda issued by Acadia University prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word "None" on the following line: \_\_\_\_\_ . Proponents who fail to complete this section will be deemed to have received all posted addenda.

#### 6. Conflict of Interest

For the purposes of this section, the term "Conflict of Interest" means

(a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of Acadia University in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or

(b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.



**APPENDIX C – RATE PROPOSAL FORM**

Development of Business Plan

Fixed Costs : \_\_\_\_\_  
\_\_\_\_\_

Estimated Variable Expenses

Materials \_\_\_\_\_

Travel \_\_\_\_\_

Other (define) \_\_\_\_\_

Total Estimated Variable Cost \_\_\_\_\_

Total Cost: \_\_\_\_\_

**APPENDIX D – REFERENCE FORM**

Each proponent is requested to provide three (3) references from clients who have obtained similar goods or services to those requested in the RFP from the proponent in the last **three (3) years**.

**Reference #1**

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

**Reference #2**

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

**Reference #3**

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

## APPENDIX E – RFP PARTICULARS

### **Purpose**

Acadia is working in partnership with The Town of Wolfville to request proposals for the development of a business plan for Acadia's Athletic Complex. This business plan will be used to inform decision making on the future operation of the complex related to community services.

### **Background**

Acadia's Athletics Complex is a vibrant fitness, sport and recreation complex in Wolfville, NS. The complex provides essential health and wellness services to both Acadia Campus and Kings County communities, and in 2017 counted over 800k visits for sport and recreation, and 130k visits to the Fitness Centre. In 2015, the Town of Wolfville conducted an Indoor Recreation Facilities Assessment and Gap Analysis study, which identified Wolfville resident's heavy reliance on Acadia's sport and recreation amenities.

The aim of this project is for Acadia University, in partnership with the Town of Wolfville, to develop a business plan, which will inform a strategic vision and decision-making process for the future operations of Acadia's Athletics Complex in relation to the services provided by the complex for community members in Wolfville and Kings County.

Acadia's Athletic Complex contains an ice arena, War Memorial gymnasium, pool, fitness center, group fitness and dance studio, squash and racquetball courts, indoor walking track, football field with outdoor track, high performance training centre and physiotherapy clinic.

The complex is an important piece of infrastructure for both Acadia University and the Town of Wolfville.

A regional recreation needs assessment is currently on-going. Information about any potential changes to Acadia's facilities would be an important consideration for the regional study.

## A. THE DELIVERABLES

The successful proponent will be asked to meet the following objectives.

### **Objectives:**

1. To conduct research and to gather current data about the market;
2. To look at the best practices of other universities regarding the operation of their athletic complexes;
3. To prepare a business plan for Acadia Athletic Complex, including a section for each component of the complex. Each component is to be evaluated financially and operationally with recommendations on future use/closure, organizational structure, pricing and marketing. The components to be included are as follows: ice arena, War Memorial gymnasium, pool, fitness center, group fitness & dance studio, squash & racquetball courts, indoor walking track, football/soccer field, outdoor walking track, high performance training centre and physiotherapy clinic.

The objectives of this business plan will be to:

- Inform decision making regarding the operation of all components of the complex;
- Assist in prioritizing infrastructure investment (capital and operational) for components of the complex;
- Inform program development and delivery of all components of the complex; and
- Identify opportunities to strengthen collaboration to deliver the best services to the community.

To assist the successful proponent, the following information will be provided:

- A. Town of Wolfville to provide:

- a. Indoor Recreation Assessment and Gap Analysis Acadia.
- B. Acadia University to provide:
  - a. Clear description of all components of the complex.
  - b. Facility conditions review (2017)
  - c. Contribution margin analysis for each component of the complex for the past 5 years
  - d. Information on usage for varsity athletics or other Acadia functions.
  - e. Information on current usage for each component (number of users and where users are from).

**Please note: The successful proponent will be required to sign a non-disclosure agreement.**

### **Work Plan**

- The successful proponent will be required to work with a committee consisting of Town and Acadia employees.
- The successful proponent will be required to develop a survey tool to conduct market analysis.
- The successful proponent will meet in-person with the project team at least three (3) times – initial meeting, draft report, and delivery of the final plan.

### **Deliverable Specifics**

The primary deliverable for this RFP is a detailed business plan for the complex, with a detailed plan for each component. The plan should include:

- A. Executive Summary
- B. Business Overview
  - a. Review financial information supplied by Acadia to evaluate the current financial status of each of the complex components.
  - b. Provide examples of other business models used in the post-secondary industry in providing athletic/fitness facilities for municipalities
  - c. Time allocated for varsity and club sport uses will be supplied by Acadia. This will allow the successful proponent to identify the time possible for community use.
- C. Risks and Mitigation
  - a. Describe all potential risk factors for each component.
  - b. Outline the plans to manage identified risks.
- D. Products and Services (Recommendations)
  - a. This section should include an outline of all services currently offered at the facility. It should evaluate each service and recommend if the service should be continued, contracted or discontinued. The criteria used in arriving at the recommendation for each service should be clearly identified.
  - b. The physical location of each complex component should be reviewed with specific attention being paid to the entrances to determine if these are optimizing usage.
  - c. For those areas where service is recommended to be continued by Acadia, the suggested price to customers, based on market price, must be identified.
  - d. For those areas where service is recommended to be continued by Acadia, the facilities conditions supplied by Acadia should be reviewed with recommendations on deferred maintenance, alterations, renovations, and equipment additions.
  - e. For those areas where service is recommended to be continued by Acadia, provide a schedule to identify time to be marketed externally.
- E. Governance Structure (Recommendations)

- a. This section should review the current management and staffing of each core component. It should identify areas that could be improved. Contracting of services should be evaluated.
- b. This section should also review mutually beneficial partnerships and cost sharing models (municipal, provincial, federal, or other possible partners).
- c. This section should include communication suggestions to stakeholders.

F. Financial Plan

- a. This section should include an overall budget for the next 5 years including a section for each complex component.

**B. OTHER MANDATORY REQUIREMENTS**

1) Experience and Qualifications

Each proponent should provide the following in its proposal:

- i) a brief description of the proponent;
- ii) a description of the goods and services the proponent has previously and/or is currently delivering, with an emphasis on experience relevant to the Deliverables;
- iii) the roles and responsibilities of the proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise;
- iv) its knowledge, skills and expertise in the following areas:
  - (1) not-for-profit organizations, especially universities
  - (2) work within the four Atlantic Provinces;
- v) a description of how the proponent will provide the Deliverables, which should include a work plan and incorporate an Institutional chart indicating how the proponent intends to structure its working relationship with Acadia's management team and the Town of Wolfville representatives; and
- vi) a Reference Form in accordance with the instructions set out in the Form attached as Appendix D to the RFP.

2) Terms of Engagement (Appendix A)

Proponents shall include a proposed terms of engagement document that Acadia University and the successful proponent will use as the basis of the negotiation phase of the contract development process.

**C. RATED CRITERIA**

1) Experience and Qualifications

Each proponent should provide the following in its proposal:

- i. a brief description of the proponent;
- ii. a description of the goods and services the proponent has previously and/or is currently delivering, with an emphasis on experience relevant to the Deliverables;
- iii. its knowledge, skills and expertise as it pertains to the Deliverables;
- iv. a Reference Form in accordance with the instructions set out in the Form attached as Appendix D to the RFP.

2) Scope of Work

The proponent shall provide detailed information on the functionality of the product and how it meets the RFP deliverables, as well as any added features / warranties provided by the proponent. The

proponent shall provide evidence of their capabilities to adequately handle the potential hazardous materials located within the stack, as well as their assurance of proper disposal of said materials.

3) Financial / Pricing

The proponent shall clearly indicate the project costs. If the respondent includes a provision for reimbursement of expenses, the proponent shall include a budget for anticipated expenses and a recommendation for cost management and approvals process.

Proponents should review and complete the Rate Proposal Form at Appendix C.

Pricing will be scored based on a relative pricing formula using the Rates set out in the Rate Proposal Form.

Each proponent will receive a percentage of the total possible points allocated to price for the category it has proposal on by dividing that proponent's price for that category into the lowest proposal price in that category. For example, if a proponent proposes \$120.00 for a category and that is the lowest proponent price in that category, that proponent receives 100% of the possible points for that category (120/120 = 100%). A proponent who proposes \$150.00 receives 80% of the possible points for that category (120/150 = 80%), and a proponent who proposes \$240.00 receives 50% of the possible points for that category (120/240 = 50%).

$$\frac{\text{Lowest rate}}{\text{Second-lowest rate}} \times \text{Total available points} = \text{Score for proposal with second-lowest rate}$$

$$\frac{\text{Lowest rate}}{\text{Third-lowest rate}} \times \text{Total available points} = \text{Score for proposal with third-lowest rate}$$

And so on, for each proposal.

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to Stage III of the evaluation process.

<b>Rated Criteria Category</b>	<b>Weighting (Points)</b>
Project Understanding	15
Methodology	35
Company Experience and Project Team Qualifications	30
Financial	20
<b>Total Points</b>	<b>100</b>