

**GOVERNMENT OF MANITOBA**

**REQUEST FOR PROPOSALS FOR  
CONSULTING SERVICES TO PROVIDE A  
PROJECT EVALUATION, INCLUDING  
EVALUATING PILOT BRIDGE PROGRAMS FOR  
SKILLED IMMIGRANTS**

**RFP #:** 15O0017741

**Issued By:** Government of Manitoba  
Advanced Education and Literacy

**Issue Date:** December 15, 2010

**Submission  
Deadline:** January 10, 2011 12:00 Noon CST

**Proposals should be enclosed in a sealed  
envelope addressed to:**

**Government of Manitoba  
Council on Post-Secondary Education  
608 - 330 Portage Avenue  
Winnipeg, MB R3C 0C4  
Attention: Melissa Weavers**

**RFP #, Submission Deadline, and Proponent's Return  
Address should appear on face of the envelope.**

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## A. INTRODUCTION

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### 1.0 Background

Manitoba Advanced Education and Literacy (MAEL) and the Council on Post Secondary Education (COPSE) are co-sponsors of the initiative: Partnerships for Labour Market-Driven Bridge Program in Manitoba's Post-Secondary Institutions. The funders of this initiative are the Foreign Credential Recognition (FCR) Program: Human Resources and Skills Development Canada (HRSDC); plus the Manitoba Opportunity Fund (MOF) and Employment Manitoba, both programs of Manitoba Entrepreneurship, Training and Trade (METT). There are four (4) pilot bridge programs for internationally educated skilled immigrants operating through this initiative as well as a number of other deliverables related to creating system change within government and the post-secondary institutions to allow for better support for the delivery of quality bridge programs in the post-secondary sector in Manitoba.

The four (4) pilot bridge programs are:

- Bridge to Professional Accounting, Asper School of Business, University of Manitoba;
- Bridge Program for Internationally Educated Information Technology Professionals, University of Winnipeg;
- Financial Services Bridging Program, Assiniboine Community College;
- Construction and Industrial Electrician bridging project, a partnership of Assiniboine Community College, Red River College, University College of the North and Apprenticeship Manitoba.

In addition to offering the four (4) pilot bridge programs, the initiative has a number of other identified outcomes:

- The promotion of system changes within government and the participating institutions to facilitate the building of capacity to offer high-quality bridge programming in the post-secondary sector in the future;
- The creation of a model within COPSE for an effective application, review of proposals, and evaluation system for bridge programs in the post-secondary sector;
- The creation of a model for the efficient and effective assessment of internationally educated candidates for institution-sponsored bridge programs that is integrated with the needs of occupation regulatory bodies (if applicable) and of employers;
- The creation of a model for the evaluation of pilot bridge programs through COPSE that is coordinated with government departments that have mandates related to regulated occupation sectors, economic development and immigrant settlement;
- The creation of an Educators' Network of those involved in bridge programming in Manitoba to offer events focused on new learning and sharing of resources and experience.

The initiative has a Steering Committee composed of Labour and Immigration, METT, Apprenticeship Manitoba and Employment Manitoba and Manitoba Health, and is co-chaired by MAEL and COPSE, which was formed to provide coordination and direction related to labour market need and quality programming.

## 2.0 Purpose and Scope

The purpose of this Request For Proposal (RFP) is to solicit proposals from qualified Proponents to provide Consulting Services as described in Appendix “A” Specifications and for Manitoba to enter into an Agreement with the Proponent whose Proposal is judged to best serve the interests of the Manitoba Government when evaluated in accordance with the stated evaluation criteria.

The budget for this project is **\$ 30,000.00 including PST** for consultants’ fees and all related expenses for the project

## 3.0 Definitions

For the purpose of this RFP:

“Aboriginal Business” means a business that is at least 51% Aboriginal owned and controlled and, if it has six or more full-time employees, at least one-third of its employees must be Aboriginal persons;

“Aboriginal Business Certificate” means a form used to self-declare Aboriginal ownership and control of a business;

“Aboriginal Business Certification” means a process to verify Aboriginal ownership and control of a business. Certification is required to register in the Aboriginal Business Directory, is also required when submitting a bid for a particular tender, and may be required during the contract. Contracts with Aboriginal business stipulate that the Aboriginal businesses maintain its Aboriginal business status throughout the duration of a contract;

“Aboriginal Business Directory” means a business directory of Aboriginal businesses that meet Manitoba’s definition of an Aboriginal business;

“Aboriginal Business / Subcontractor Form” means a form used to verify the use of Aboriginal businesses in a proposal submission;

“Aboriginal Business Participation” means terms and conditions that indicate that Aboriginal business participation is desirable;

“Aboriginal Person” means a First Nations, Non-status Indian, Métis or Inuit person who is a Canadian citizen and resident in Canada;

"Administrator" / "Project Manager" means the individual who on Manitoba’s behalf is responsible for the administration of the RFP process and the execution of the Agreement and as of the date on which this RFP is issued, it is the individual named in section D2.0;

"Agreement" means the contract to be entered into by Manitoba with the successful Proponent (if any) for delivery of the Services, substantially in the form set out in section F of this RFP;

“Commercial General Liability Insurance” means insurance that provides coverage for injury or accidental property damage legally determined to be the responsibility of the insured;

"Contractor" means the Proponent, if any, selected by Manitoba to provide the Services that are the subject of this RFP;

“COPSE” means The Council on Post-Secondary Education;

“Joint Venture” means the legal entity that is an enterprise consisting of Aboriginal and general businesses may qualify as an Aboriginal business under the Aboriginal Procurement Initiative providing that the Aboriginal business has at least 51% percent ownership and control of the joint venture;

“MAEL” means Manitoba Advanced Education and Literacy;

“Manitoba” means the Government of Manitoba;

“METT” means Manitoba Entrepreneurship, Training and Trade;

“Must” or “Shall” or “Mandatory” means a requirement that must be met in order for a Proposal to receive full consideration;

“Partnership” means the legal entity that is two or more individuals or businesses joining together to conduct business with Manitoba;

“Prime Contractor” means the legal entity that is awarded the contract. Government of Manitoba pays the Primary contractor. The Primary Contractor is responsible for paying subcontractors used to perform obligations of the contract;

"Procurement" includes the purchase, lease, rental, use or disposal of goods, materials, facilities and services, including the acquisition of goods, materials, facilities and services by construction, renovation or otherwise;

"Proposal" means the Proponent's written submission in response to this RFP;

"Proponent" means an individual, partnership, corporation or other person who submits a Proposal to Manitoba in response to this RFP;

“PSI” means Post Secondary Institution;

"RFP" means this Request for Proposal and all addenda that may be issued in respect of the RFP prior to the Submission Deadline;

"Services" means the work, tasks, goods, materials or equipment to be performed or provided by the Proponent as more particularly described in this RFP;

“Should” or “Desirable” means a requirement having a significant degree of importance in the evaluation of this Request for Proposals;

“Subcontractor” means company that has a contract with a Prime Contractor. A subcontractor does not have a direct contractual relationship with Manitoba;

“Submission Deadline” means the date and time set out in section D1.0 of this RFP.

#### 4.0 Estimated Timetable

The following dates are targets only and are subject to change at the sole discretion of Manitoba Advanced Education and Literacy:

| Activity                                           | Tentative Date     |
|----------------------------------------------------|--------------------|
| RFP Issue Date                                     | December 15, 2010  |
| RFP Submission Deadline                            | January 10, 2011   |
| Evaluation of Proposals                            | January 14, 2011   |
| Selection of Contractor                            | January 21, 2011   |
| Project initiation                                 | January 24, 2011   |
| Outline of evaluation methodology due              | February 15, 2011* |
| Tools and processes prepared                       | March 11, 2011*    |
| Implementation of strategy completed **            | May 16, 2011*      |
| Draft final report due                             | June 13, 2011*     |
| Final Report, Incorporating Final Management Input | June 27, 2011      |

\* These are dates are estimates and the final schedule of dates will be as detailed in the contractual agreement (if accepted). Dates may only be adjusted by mutual agreement between Manitoba's project management and the Contractor.

\* \*This involves accommodating the participation of Manitoba Entrepreneurship, Training and Trade (METT) in terms of METT's role in tracking the employment success of pilot bridge program graduates up to three months after graduation.

## B. SPECIFICATIONS

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Detailed specifications of this RFP are attached on Appendix “A.”

## C. ABORIGINAL PROCUREMENT INITIATIVE

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### 1.0 Aboriginal Procurement Initiative

Manitoba is committed to community economic development as a key component of its economic strategy. It intends to develop a provincial economy that is more inclusive, equitable and sustainable. Procurement practices are one means that can be used to contribute to the growth of Aboriginal businesses. In that regard, Manitoba developed the Aboriginal Procurement Initiative (API). The objective of the API is to increase the participation of Aboriginal business in providing goods and services to Manitoba.

### 2.0 Aboriginal Business Participation

As “Aboriginal Business Participation” is a **desirable** requirement only (not mandatory), Proposals **will not** be disqualified if no “Aboriginal Business Participation” is provided in this tender submission.

Aboriginal Business Participation may be met by the use of Aboriginal business as either the prime contractor or as sub-contractors to provide goods and related services, and services including construction, facilities, equipment solely or in combination.

### **3.0 Aboriginal Business Directory**

Manitoba has established a directory of Aboriginal businesses called the “Aboriginal Business Directory”. This directory is a list of Aboriginal businesses (including non profit organizations and economic development corporations) that have self declared as an Aboriginal Business meeting the definition under the API. It is neither comprehensive nor exhaustive but may be a useful resource to identifying Aboriginal businesses for potential partnering or sub-contracting purposes. Aboriginal businesses not listed in the Directory may also be used.

Registration on the Aboriginal Procurement Directory does not guarantee certification as an Aboriginal business, as business status may change; therefore formal certification is required in the formal tender process.

Aboriginal businesses are encouraged to register by contacting Procurement Services Branch.

For further information on the Aboriginal Business Directory, registration forms and access to a copy of the Aboriginal Business Directory please see the following website:  
[http://www.gov.mb.ca/mit/psb/api/api\\_bd.html](http://www.gov.mb.ca/mit/psb/api/api_bd.html)

For **specific inquires** related to the Aboriginal Business Directory please contact:

Mark Freedman  
Vendor Relations Coordinator  
Procurement Services Branch  
Manitoba Infrastructure and Transportation  
2nd Floor - 270 Osborne Street North  
Winnipeg, Manitoba  
Ph: 204-945-0826  
Fax: 204-945-1455  
Email: [Mark.Freedman@gov.mb.ca](mailto:Mark.Freedman@gov.mb.ca)

For **all other general inquiries** related to this tender opportunity, please contact the name of the individual identified on page one of this document or the name identified under Proponent Inquiries.

### **4.0 Aboriginal Business / Subcontractor Form**

All Aboriginal Business including the Proponent and any Aboriginal Subcontractors (if applicable) should be listed on the Aboriginal Business / Subcontractor Form attached as Appendix “B”.

It is the responsibility of the Proponent to determine the fitness, availability and reliability of Aboriginal businesses with whom they intend to form alliances or subcontract with to provide the requirement.

The Aboriginal Business / Subcontractor Form should be accurately completed and returned. **Failure to submit the Form with your Proposal shall result in a reduced score for Aboriginal Business Participation.**

## 5.0 Aboriginal Business Certification Form

The Aboriginal Business Certification Form attached as Appendix “C” is used to verify Aboriginal ownership and control of a business to ensure the intent and integrity of the API.

Aboriginal Proponents and Aboriginal Subcontractors should complete and sign the Aboriginal Business Certification Form contained in Appendix “C”. Proponents are responsible to ensure that any Subcontractors listed on the Aboriginal Business / Subcontractor Form complete and sign the Aboriginal Business Certification. **Failure to submit a Certification Form for each Aboriginal Business identified on the Aboriginal Business/Subcontractor Form Shall result in that particular Aboriginal Business being ineligible for point evaluation under “Aboriginal Business Participation”.**

The selected Proponent and any Aboriginal Subcontractors must maintain their Aboriginal Business status throughout the duration of the Agreement. It is the responsibility of the Successful Proponent to notify the Administrator of any change in their status or the status of their Subcontractors as an Aboriginal Business at any time after award or during the Agreement.

Manitoba reserves the right to request additional information on the status of Aboriginal Business ownership and control at any time.

## 6.0 Aboriginal Reporting / Verification

Throughout the duration of the Agreement, the Contractor will provide the Administrator with the actual percentage of Aboriginal business participation by completing the Aboriginal Business Participation Record Form attached as Appendix “D”. The Contractor will be required to complete and forward this form to the Administrator upon completion of the Agreement unless otherwise requested, for Aboriginal Participation verification.

In the event the actual Aboriginal business participation falls below the percentage level cited in the Proponent’s submission, the Contractor must provide justification for the reduction of Aboriginal business participation and the steps to be taken to meet the contractual obligation cited in their Proposal submission. Failure to do so and subsequently not meet contractual obligations may result in:

- termination of the Agreement in which case Manitoba may engage another Contractor to complete the Services and the original Contractor may be required to reimburse Manitoba for any additional costs incurred by Manitoba.
- Performance may be used against the Contractor for evaluation purposes in future tenders.

The Contractor further agrees to allow Manitoba, or any other person appointed on behalf of Manitoba to perform audits of the Services provided at such times as Manitoba may request, and agrees to permit such persons to have access to the Contractor’s records respecting the Services.

## D. PROPONENTS INSTRUCTIONS

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### 1.0 Submission Address and Deadline

Proponents must submit one (1) original copy and two (2) additional hard copies of their Proposal, addressed as follows and delivered to:

Government of Manitoba  
Council on Post-Secondary Education  
608 - 330 Portage Avenue  
Winnipeg, MB R3C 0C4  
Attention: Melissa Weavers

Proposals submitted by facsimile transmission (fax) or electronic mail (e-mail) will not be accepted.

Proposals must be received no later than Submission Deadline (as indicated on the front page of the RFP) at the above address. **Proposals received after the Submission Deadline will not be accepted and will be returned to the Proponent unopened.**

Proposals must be signed, in ink, by the appropriate signing officer or officers of the Proponent. Proposals, once, submitted, become the property of Manitoba. All Proposals will be kept in the strictest of confidence subject to such disclosure as may be required under the provisions of *The Freedom of Information and Protection of Privacy Act* or *The Personal Health Information Act*.

The Administrator may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in the preceding paragraph in this section or prior to the date and time previously specified in any addendum extending the Submission Deadline.

Proposals should be submitted in a sealed envelope and delivered personally, by mail or by courier to the above noted address. The envelope should be clearly marked with the RFP number, the Submission Deadline and the Proponent's name and return address.

**It is solely the Proponent's responsibility to ensure that the Proposal is received at the designated location prior to the Submission Deadline.**

### 2.0 Proposal Inquiries

Proponents shall be solely responsible for obtaining all information that may be necessary in order to understand the requirements of this RFP and submit a Proposal in accordance with the terms and conditions of this RFP. No allowance shall be made for the failure of a Proponent to obtain such information or to make such investigations.

Proponents shall examine the RFP as soon as possible after receipt. Should a Proponent discover any errors or omissions, the Proponent shall notify the Administrator as soon as possible so further instructions may be issued to all Proponents before the Submission Deadline.

All inquiries related to this RFP are to be directed, in writing, at least eight (8) days prior to the Submission Deadline as noted above. Inquiries received after this date may not be answered. Written inquiries shall be directed to:

Melissa Weavers  
Council on Post-Secondary Education  
608 - 330 Portage Ave., Winnipeg, MB  
R3C 0C4  
Fax No. (204) 945-1841  
E-mail: melissa.weavers@gov.mb.ca

If Manitoba, in its sole discretion, determines that an inquiry will be of interest to all Proponents, it will be communicated in writing to all Proponents. The source of the inquiry will be kept confidential.

### **3.0 Proposal Format**

Proponents must submit their Proposal setting out the information requested in section D, item 4.0 of this RFP and any relevant comments, according to, and in the order of the various sections, subsections, and clauses presented in this RFP. Simplicity and clarity of responses are important. Proponents should avoid including extraneous or irrelevant information. Failure to respond to any section, subsection or clause will reduce the assessed value of the Proposal. For those sections, subsections, or clauses for which a response is mandatory, failure to respond will result in the rejection of the Proposal.

### **4.0 Proposal Content**

Proponents shall submit their written comments and information in response to the following:

#### **A. Letter of Introduction**

On one page, the Proponent will introduce the firm and state the intent to provide the Services as described in the Proposal, which **must** be signed in ink by an appropriate Proponent Officer holding authority to legally bind the Proponent organization.

#### **B. Corporate Profile**

Each Proponent **must** provide a Corporate Profile. The Corporate Profile will provide government with insight into both the experiences of the individual or the firm, as well as the experience of the people who make up the firm, regardless of whether the experience was gained within the Proponent firm or from previous employment with other firms. The Corporate Profile should include:

##### **i) History**

The Proponent should supply a brief history of its firm, including its mission statement and the major markets it serves.

##### **ii) Management**

The Proponent should supply résumés in reverse chronological format of the management personnel responsible for this project indicating:

- *Work experience*: positions held, employer, responsibilities, duration and period of tenure; and
- *Project experience*: project objectives, role on projects, current status of project.

iii) **Project Team**

The Proponent should supply résumés in reverse chronological format of the project team personnel responsible for this project indicating:

- *Work experience*: positions held, employer, responsibilities, duration and period of tenure; and
- *Project experience*: project objectives, role on projects, current status of project.

### **C. Specifications**

Proponents shall review the Specifications (Appendix A of this RFP) and should prepare its responses in accordance to and in the same order as the Specifications.

Proponent **must** provide a response to Item B (Methodology) and Item D (Project Deliverables) from Appendix A.

Proponents **must** provide pricing in accordance with the requirements of section E. on Appendix A.

The budget for this project is **\$ 30,000.00 including PST** for consultants' fees and all related expenses for the project

### **D. Aboriginal Business Participation**

As indicated in section C4.0 & C5.0 of the RFP, those Proponents providing Aboriginal Business Participation in their Proposal should complete and submit the following:

- Aboriginal Business / Subcontractor Form attached as Appendix "B"
- Aboriginal Business Certification Form(s) attached as Appendix "C" (one form for each Aboriginal Business proposed).

### **E. Insurance**

The Proponent **must** provide a Certificate of Insurance, satisfactory to Manitoba, as written evidence of the required insurance covering Services to be provided under the Agreement, with minimum coverage as identified below. Alternatively, if the Proponent does not currently carry the required insurance, the Proponent **must** provide a letter from an insurance broker licensed in Canada stating that the Proponent shall be able to purchase the required insurance if the Proponent is the Successful Proponent.

- i) General Liability Insurance with a minimum limit of \$2.0 million per claim or occurrence.

## ***F. Client References***

The Proponent should include a list of at least three (3) business references to whom the Proponent has provided services that are similar in scope and complexity to the Services described in this RFP within the last three (3) years. References should include the name of each organization providing a reference, and the name and current telephone number of the official contact person for each organization.

Manitoba reserves the right to obtain references after the Submission Deadline should the Proponent fail to provide a list of references with the Proposal.

## ***G. Other***

Proponents should include any additional information that, together with the foregoing comments and information, will be sufficient to allow a thorough understanding and evaluation of their Proposal.

**Proponents are advised to carefully scrutinize the evaluation criteria prior to preparing their Proposals in response to this RFP.**

## **5.0 Proposal Conditions**

A Proponent should clearly understand, and by submitting a Proposal agree, that its Proposal or any part of its Proposal is subject to the following conditions, in addition to any other terms and conditions set out in this RFP:

### **5.1 Disqualification**

No Proposal will be considered which is received after the Submission Deadline. No Proposal will be considered from a Proponent where Manitoba, in its sole discretion, determines that a potential conflict of interest exists. No Proposal will be considered that is in any way conditional or that proposes to impose conditions on Manitoba that are inconsistent with the requirements of this RFP and the terms and conditions stipulated herein.

Manitoba reserves the right to accept substantially compliant proposals, in its sole discretion.

### **5.2 Right of Rejection**

The submission of a Proposal, the receipt of a Proposal by Manitoba and the opening of a Proposal, or any one of those, does not constitute acceptance, in any way whatsoever, of a Proposal.

A Proposal is not and shall not be deemed in any way to be a unilateral contract. It is an offer by the Proponent to Manitoba to carry out the provisions set out in this RFP. A Proposal may be accepted or rejected by Manitoba in Manitoba's entire discretion.

A Proposal, or any part of a Proposal, is not accepted unless Manitoba accepts it in writing and the written acceptance has been delivered to the selected Proponent.

Manitoba, in its entire discretion, may reject or accept all or any part of a Proposal or any of the Proposals submitted in response to this RFP. Manitoba is under no obligation whatsoever to accept the Proposal with the lowest cost or any Proposal.

### **5.3 Right to Reissue RFP**

Manitoba reserves the right to reissue the RFP where, in Manitoba's sole opinion, none of the Proposals submitted in response to the RFP warrant acceptance or where it would be in the best interests of Manitoba to do so.

### **5.4 Cost of Proposal**

Costs incurred in the preparation, presentation and submission of a Proposal shall be borne entirely by the Proponent.

### **5.5 Period of Validity**

Proposals shall be irrevocable after the Submission Deadline and open for acceptance for forty five (45) days after the Submission Deadline.

### **5.6 Subcontractors**

Use of a subcontractor (who should be clearly identified in the Proposal) is acceptable. This includes a joint submission/consortium by two or more Proponents having no formal corporate links. However, in this case, one of the Proponents **must** be identified as the prime Proponent who assume full contractual liability and take overall responsibility for successful performance of the Agreement including responsibility for any sub-contractors as identified in the Proposal.

Subcontracting to any firm or individual whose current or past corporate or other interests may, in Manitoba's opinion, give rise to a conflict of interest in connection with the Services described in this RFP, will not be permitted. If a Proponent is in doubt as to whether a proposed subcontractor gives rise to a conflict of interest, the Proponent should consult with the Administrator identified section D.2.0 of this RFP prior to submitting a Proposal.

Where applicable, the names of subcontractors listed in the Proposal will be included in the Contract. No additional subcontractors will be added or other changes made to this list without the written consent of Manitoba.

### **5.7 Additional Information**

Manitoba reserves the right to require or obtain any additional information from the Proponent for clarification purposes only, respecting the Proposal, experience, financial ability and general suitability, before the determination of the selected Proponent.

### **5.8 Decisions of Evaluation Committee**

All decisions on the degree to which a Proposal meets the stated criteria or the score assigned to a Proponent or part of a Proposal will be determined solely by the Evaluation Committee. The Evaluation Committee's determinations in this regard are final (and may not be appealed by a Proponent).

### **5.9 Amendment or Withdrawal of Proposal**

Proponents may amend Proposals submitted in response to this RFP prior to the Submission Deadline by submitting an amendment clearly identifying the change or by submitting a new Proposal that clearly indicates that it is to replace the Proposal previously submitted by the Proponent.

Amendments submitted after the Submission Deadline will not be considered by Manitoba.

Proponents may withdraw a Proposal submitted in response to this RFP by submitting a request in writing to Manitoba at any time prior to, but not after, the Submission Deadline.

All amendments or requests to withdraw a submitted Proposal shall be in writing submitted to Manitoba at the address set out in section C2.0 of this RFP. All such amendments or requests shall be submitted on the Proponent's letterhead and shall be signed by the Proponent or an authorized representative of the Proponent.

**It will be solely the responsibility of the Proponent to submit an amendment or a request to withdraw a Proposal to ensure that the amendment or request is received prior to the Submission Deadline.**

## **E. PROPOSAL EVALUATION AND SELECTION**

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### **1.0 Evaluation Committee**

The Evaluation Committee will be comprised of select staff from MAEL and COPSE, plus the initiative's project management team. The Evaluation Committee will be responsible for reviewing and evaluating Proposals submitted in response to this RFP.

### **2.0 Evaluation Process**

The RFP evaluation process is a selection procedure. It will be finalized through completion of the following steps:

- Proponents to submit Proposals to Manitoba in response to this RFP;
- Review and evaluation of Proposals by the Evaluation Committee
  - Proposals must meet all the mandatory requirements to proceed in the evaluation process. Proposals not meeting the mandatory requirements will be disqualified and receive no further consideration.
  - Proposals meeting the mandatory requirements will be evaluated in accordance with the criteria identified section E 4.0 below.
- Recommendation by the Evaluation Committee to Manitoba of the selected Proposal or part of a Proposal;
- Decision by Manitoba to accept or not to accept a Proposal or part of a Proposal.

### 3.0 Mandatory Requirements

The following are Mandatory requirements that must be met in order for a Proposal to receive consideration. Proposals that do not meet all of the Mandatory requirements listed below will not be considered.

| Section                               | Mandatory Requirement                                                                                                                                                                                                                                                                                                                                                                                                                      | Proponents Check List                                |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| <b>Section D1.0</b>                   | The Proponent must submit one (1) original hard copy.                                                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/>                             |
| <b>Section D1.0</b>                   | The Proposal must be delivered to the address noted in D1.0.                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/>                             |
| <b>Section D1.0</b>                   | The Proposal must be received prior to the Submission Deadline.                                                                                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/>                             |
| <b>Section D1.0<br/>Section D4.0A</b> | The Proposal must be submitted with a signature, by the appropriate signing officer(s) of the Proponent.                                                                                                                                                                                                                                                                                                                                   | <input type="checkbox"/>                             |
| <b>Section D4.0B</b>                  | The Proponent must include a Corporate Profile.                                                                                                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/>                             |
| <b>Section D4.0C<br/>Appendix A</b>   | Appendix "A" – Specifications:<br>The Proponent must address:<br>Item B – Methodology<br>Item D – Project Deliverables                                                                                                                                                                                                                                                                                                                     | <input type="checkbox"/><br><input type="checkbox"/> |
| <b>Section D4.0C<br/>Appendix "A"</b> | The Proponent Must provide their Pricing which should be completed on Appendix "A" in accordance with Item E.<br><br><b><i>Proposals shall not exceed the maximum budget of \$30,000.00 including PST and applicable expenses.</i></b>                                                                                                                                                                                                     | <input type="checkbox"/><br><input type="checkbox"/> |
| <b>Section D4.0D</b>                  | The Proponent must provide a Certificate of Insurance, as written evidence of the required insurance. Alternatively, the Proponent must provide a letter from an insurance broker licensed in Canada stating that the Proponent shall be able to purchase the required insurance if the Proponent is the Successful Proponent.<br><br>i) <b>General Liability Insurance</b> with a minimum limit of \$2.0 million per claim or occurrence. | <input type="checkbox"/><br><input type="checkbox"/> |
| <b>Section D5.5</b>                   | The Proposal must remain open for acceptance for (45) days after the Submission Deadline.                                                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/>                             |
| <b>Section D5.6</b>                   | If the Proponent has submitted a joint submission, the Proponent must assume full contractual liability as the prime Proponent.                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/>                             |

#### 4.0 Evaluation Review

Proposals that meet the mandatory requirements of this RFP will be evaluated in accordance with the following criteria:

| <b>Evaluation Criteria</b>                                                                                            | <b>Maximum Point Value</b> |
|-----------------------------------------------------------------------------------------------------------------------|----------------------------|
| Methodology                                                                                                           | 30%                        |
| Project Deliverables                                                                                                  | 35%                        |
| Experience<br>(Management and Project Team, including Company Profile)<br>(includes experience of any subcontractors) | 25%                        |
| Aboriginal Business Participation (if proposed)                                                                       | 5%                         |
| Manitoba Aboriginal Business Participation (if proposed)                                                              | 5%                         |
| <b>Total</b>                                                                                                          | <b>100%</b>                |

#### 5.0 Interview Session

Up to three (3) of the Proponents who achieved the highest score may be invited to attend an interview session at their own expense in Winnipeg, Manitoba with the Evaluation Committee. The session shall be approximately sixty (60) minutes in length. Proponents will make a summary presentation of their Proposal which shall not exceed 10 minutes. Proponents will answer questions of the Evaluation Committee for the remainder of the interview.

Upon completion of the interviews Manitoba reserves the right to re-evaluate the assigned scores based on the interviews.

The minimum number of Proponents invited to conduct a demonstration shall be at the sole discretion of Manitoba. Should it be determined that there is only one Proponent, then Manitoba shall determine what, if any, further steps are required in evaluation. Proponents are advised that Manitoba, in their sole discretion, may elect to forego any or all further steps in the evaluation and enter into negotiations with the Proponent.

#### 6.0 Client References

Following the Proponent evaluation and prior to the determination of the preferred Proponent, Manitoba may conduct client reference checks to verify statements made in the Proposal to confirm the quality of the Services delivered by the Proponent. If reference checks are conducted, this may or may not be limited to organizational reference checks as provided in the Proposal and may include references provided for key personnel.

Manitoba reserves the right to contact any or all of the references provided by a Proponent. Manitoba, in its sole discretion reserves the right to select which proposed key personnel will be selected for reference checks and may limit the number of roles for which references are conducted. Manitoba reserves the right to obtain references after the Closing Date of this RFP should the Proponent neglect to provide with the Proposal submission

Manitoba reserves the right to adjust previously assigned evaluation scores based on the information provided by a reference.

Proponents are advised that Manitoba, in its sole discretion, may elect to forego this step if the Proponent(s) have had satisfactory past experience with Manitoba and/ or Manitoba deems the Reference Checks not required and proceed directly to the determination of the preferred Proponent.

Manitoba will not enter into contract negotiations with any Proponent whose references, in Manitoba's sole opinion, are found to be unsatisfactory.

## **7.0 Acceptance of Proposal**

If Manitoba decides to accept a Proposal, it will accept the Proposal that, in Manitoba's sole opinion, is the best overall Proposal when evaluated in accordance with the criteria identified in section E4.0 above. Should Manitoba decide not to accept any Proposal, all Proposals will be given written notice of such decision.

Should Manitoba decide to accept a Proposal or part of a Proposal, Manitoba will signify its acceptance by preparing and forwarding to the Proponent two copies of the Agreement (substantially in the form set out in Section F of this RFP) for signing. The Proponent must sign and return both copies to Manitoba within one week after receiving them, failing which Manitoba may, in its sole discretion, cancel its acceptance and accept the Proposal or part Proposal of any other Proponent. Subject to the foregoing condition having been met, Manitoba will, in due course, sign both copies of the Agreement and return one fully signed copy for the Proponent's records.

## F. THE AGREEMENT TO BE ENTERED INTO BY THE CONTRACTOR

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AGREEMENT TO PROVIDE CONSULTING SERVICES FOR THE EVALUATION  
METHODOLOGY FOR THE PILOT BRIDGE PROGRAMS.

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BETWEEN:

**THE GOVERNMENT OF MANITOBA,**  
as represented by

**THE MINISTER OF ENTREPRENEURSHIP, TRAINING AND TRADE**  
(called "**Manitoba**"),

- and -

\_\_\_\_\_

(called the "**Contractor**").

WHEREAS on \_\_\_\_\_ the Government of Manitoba, through the Manitoba  
Department of Entrepreneurship, Training and Trade issued a Request for  
Proposal (RFP) for the provision of Consulting Services to Provide an Evaluation  
Methodology for the Pilot Bridge Programs.

AND WHEREAS the Contractor submitted its written proposal dated \_\_\_\_\_ (the  
"Proposal") in response to the RFP.

AND WHEREAS the Proposal was made according to certain terms and conditions as  
set out in the RFP.

AND WHEREAS as part of the RFP process, the Contractor agreed to enter into a  
written agreement (this "Agreement") with Manitoba for the provisions of the  
Services contemplated by the RFP.

NOW THEREFORE Manitoba and the Contractor agree as follows:

## **1.0 Composition Of Agreement, Conflict And Definitions**

1.1 The Agreement consists of this document and the following Schedules attached hereto:

Schedule "A" – The RFP

Schedule "B" – Proponent's Response to the RFP

Schedule "C" – Aboriginal Business Participation Record Form (if proposed)

1.2 In the event of any inconsistency or contradiction between the terms and conditions of this document and those in the Schedules,

- a) the terms and conditions of this document shall prevail over those in the Schedules and
- b) the terms and conditions of Schedule "A" shall prevail over those in Schedule "B".

1.3 The definitions contained in the RFP apply to this Agreement.

## **2.0 Term**

2.1 The term of this Agreement shall be effective as of January 24, 2011, and shall continue in full force and effect until all Services have been performed by the Contractor, subject to the termination contained in section F12.0 hereof.

## **3.0 Services To Be Provided**

3.1 The Contractor shall provide to Manitoba the Consulting Services in accordance with the Specifications set out in Appendix "A" to the RFP {Schedule "A" to this Agreement} and the Contractor's Response to Specifications attached hereto as Schedule "B", and on the terms and conditions set out in this Agreement.

3.2 The Contractor shall:

- (a) provide competent experienced personnel necessary to perform the Services to Manitoba's satisfaction; and
- (b) provide the supervision, training, equipment and all other things necessary for the performance of the Services to the satisfaction of Manitoba.

## **4.0 Performance Of Contractor's Obligations**

4.1 The Contractor represents and warrants that:

- (a) the Contractor possesses the necessary personnel, skills, expertise and experience to perform the Services in accordance with the provisions of this Agreement; and
- (b) the Contractor understands Manitoba's requirements under this Agreement and will be able to satisfy these requirements.

4.2 The Contractor agrees:

- (a) to perform all obligations and provide the Services in a professional manner satisfactory to Manitoba, and to provide competent, experienced personnel necessary to perform the Services to Manitoba's satisfaction;
- (b) to provide the supervision, training, equipment and all other things necessary for the performance of the Services to the satisfaction of Manitoba; and
- (c) to comply with all reasonable directions and requests of Manitoba; and
- (d) that Manitoba or the Provincial Auditor, or any other person on behalf of Manitoba or the Provincial Auditor, and their respective directors, officers, employees and representatives may perform audits of the Services provided at such times as Manitoba may request, and agrees to permit such persons to have access to the Contractor's records respecting the Services for audit purposes and to co-operate fully in any audit.

**5.0 Fees**

- 5.1 The Contractor agrees to perform the Services for a price of \_\_\_\_\_ (\$). This sum is a maximum, all-inclusive price for the Services, and no additional fees or expenses whatsoever shall be payable to the Contractor in addition to the foregoing amount. In the event Manitoba Retail Sales Tax is payable in respect of the Services, the Contractor shall pay same from the amount received from Manitoba under this Agreement, and the price for the Services shall be deemed to have been \$\_0.00\_\_\_\_\_.
- 5.2 Invoices shall be submitted to Manitoba. If the Services that are the subject of the invoice have been completed to the satisfaction of Manitoba, Manitoba shall approve same for payment, whereupon Manitoba shall pay to the Contractor those fees set forth in the invoice as soon as possible after approval.
- 5.3 Those amounts invoiced and approved that have not been paid by Manitoba within sixty (60) days after approval shall bear interest in accordance with the provisions of the Government of Manitoba's Financial Administration Manual issued under the authority of The Financial Administration Act from the 61st day after the date of approval until payment is made.
- 5.4 Manitoba and the Contractor agree that any work performed by outside the scope of this agreement without the prior written approval of Manitoba shall be deemed to be gratuitous on the Contractor's part, and Manitoba has no liability with respect to such work.
- 5.5 Manitoba certifies that the Services being provided by the Contractor pursuant to this agreement are being purchased with Crown funds for the benefit of the Manitoba Government and are therefore are not subject to the payment of the federal goods and services tax. The Contractor warrants that the goods and services tax shall not be included in any invoice provided or claim for payment made under this agreement.

## **6.0 Confidential Information**

- 6.1 While the Agreement is in effect, and at all times thereafter, the Contractor and any officers, employees or agents of the Contractor
- (a) shall treat as confidential all information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, photographs and other materials, acquired or to which access has been given in the course of, or incidental to, the provision or delivery of the Services or terms of the Agreement;
  - (b) shall not, without first obtaining written permission from Manitoba,
    - (i) use, or permit use of, the information, documents and materials described in clause F6.1(a) except for the proper performance of the Contractor's obligations under the Agreement, or
    - (ii) disclose, or permit disclosure of, the information, documents and materials described in clause F6.1(a) to any person, corporation or organization; and
  - (c) shall comply with any rules or directions made or given by Manitoba with respect to safeguarding or ensuring the confidentiality of the information, documents and materials described in clause F6.1(a).
- 6.2 It is acknowledged that the prohibition against disclosure, as mentioned in paragraph 6.1(c) hereof, shall not apply where disclosure is required by law or court order or for law enforcement purposes.

## **7.0 Liability**

- 7.1 Manitoba shall not be liable for any injury to the Contractor, or to any officers, employees or agents of the Contractor, or for any damage to or loss of property of the Contractor, or of the officers, employees or agents of the Contractor, caused by or in any way related to the provision or delivery of the Services or the terms of the Agreement.
- 7.2 Clause F7.1 does not apply if the injury, damage or loss was caused by the wrongful or negligent act of an officer or employee of Manitoba while acting within the scope of his or her employment.

## **8.0 Indemnity**

- 8.1 The Contractor shall use due care in the performance of the obligations under the Agreement to ensure that no person is injured, no property is damaged or lost and no rights are infringed.
- 8.2 The Contractor shall be solely responsible for
- (a) any injury to persons (including death), damage or loss to property or infringement of rights caused by, or related to, the performance of the Services or any term of the Agreement, or the breach of any term or condition of the Agreement by the Contractor, or the officers, employees, subcontractors or agents of the Contractor; and

- (b) any omission or wrongful or negligent act of the Contractor, or of the officers, employees, subcontractors or agents of the Contractor;

and shall save harmless and indemnify Manitoba, its officers, employees and agents from and against all claims, liabilities and demands with respect to clauses (a) and (b).

## **9.0 Insurance**

- 9.1 The cost of obtaining any required insurance shall be borne by the Contractor. Required insurance shall be underwritten by insurers acceptable to Manitoba.
- 9.2 The Contractor agrees to obtain, maintain throughout the term of the Agreement, and provide evidence to Manitoba Commercial General Liability Insurance covering claims for injury, death or damage to property arising out of the Contractor or its officers, employees or agents providing Services under the Agreement, or as a result of any negligent acts or omissions of the Contractor or its officers, employees or agents. Such insurance shall provide coverage of not less than two million dollars (\$2,000,000.00) per occurrence. By setting the foregoing minimum coverage, Manitoba does not represent that such amount is adequate to cover all possible claims or losses of this kind and expressly disclaims such a representation. The Contractor acknowledges that it is solely responsible for determining the adequacy of its insurance coverage.
- 9.3 Without limiting or restricting the generality of subsection F9.2 above, such insurance shall:
  - (a) name Manitoba, its officers, employees and agents as additional insureds with respect to the Services provided under the Agreement; and
  - (b) require the insurer to give Manitoba at least thirty (30) days prior written notice if it intends to cancel or significantly reduce the coverage under the policy.

## **10.0 Workers Compensation**

- 10.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain in good standing workers compensation coverage throughout the term of the Agreement, and shall provide Manitoba with evidence thereof upon request.

## **11.0 Restriction on Other Work and Advertising**

- 11.1 While the Agreement is in effect, the Contractor and any officers, employees or agents of the Contractor shall not perform services or deliver goods to any other person, firm, corporation or organization in any manner which might interfere or conflict with the Contractor's performance of its obligations or undertakings under the Agreement.
- 11.2 The Contractor agrees that it shall not refer to, or permit any reference to, the Agreement or the Services in any advertising or promotional material except with the prior written authorization of Manitoba.

## **12.0 Termination**

12.1 Manitoba may, in its sole discretion, immediately terminate the Agreement in writing if:

- (a) the Contractor fails to properly fulfill, perform, satisfy and carry out each and every one of its obligations under the Agreement; or
- (b) the Contractor fails or refuses to comply with a verbal or written request or direction from Manitoba within three (3) days of receiving the request or direction; or
- (c) the Contractor becomes bankrupt or insolvent or liquidates; or
- (d) a receiver, trustee or custodian is appointed for the assets of the Contractor, or any partner thereof; or
- (e) the Contractor or any partner thereof makes a compromise, arrangement, or assignment with or for the benefit of the creditors of the Contractor or of that partner, as the case may be; or
- (f) the Contractor fails to secure or renew any license or permit for the Contractor's business required by law; or any such license or permit is revoked or suspended; or
- (g) the Contractor or any partner, officer or director of the Contractor is found guilty of an indictable offence; or
- (h) the Contractor fails to comply with any law or regulation relating to the employment of its employees; or
- (i) the Contractor at any time engages in any activities or trade practices which, in the opinion of Manitoba, are prejudicial to the interests of Manitoba, or a department or agency thereof; or
- (j) there is a breach of any provision of the Agreement.

12.2 Manitoba may, in its sole discretion, terminate the Agreement at any time by giving at least fifteen (15) days written notice to the Contractor prior to the intended termination date. This termination may be used for those instances where there are program changes, funding changes etc.

12.3 Upon the expiry or earlier termination of the Agreement, the Contractor shall cease to provide or deliver any further Services. Manitoba shall be under no obligation to the Contractor other than to pay, upon receipt of an invoice and supporting documentation satisfactory to Manitoba, such compensation as the Contractor may be entitled to receive under the Agreement completed to the satisfaction of Manitoba up to the effective date of termination.

### **13.0 Ownership of Information**

- 13.1 All information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, photographs and other materials, discovered or produced by the Contractor, or any officers, employees or agents of the Contractor, in the performance of, or incidental to the performance of the Services or the terms of the Agreement, and all intellectual property rights therein (including, without limitation, all copyright, patent, trade mark rights), shall be the exclusive property of Manitoba, and shall be delivered or assigned without cost to Manitoba upon request.
- 13.2 The Contractor shall waive the Contractor's moral rights under the Copyright Act (Canada) in the information, documents and materials described in clause F13.1 in favor of Manitoba, and shall execute any additional documents, in a form satisfactory to Manitoba, which may be required to evidence this waiver. Upon Manitoba's request, the Contractor further agrees to obtain from each of its officers, employees, subcontractors and agents written waivers, in a form satisfactory to Manitoba, of all their moral rights in such information, documents and materials in favor of Manitoba.
- 13.3 During the term of the Agreement, and at all times thereafter, the Contractor, and any officers, employees or agents of the Contractor, shall not use, publish or disclose any information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, photographs and other materials, discovered or produced by the Contractor, or the officers, employees or agents of the Contractor, in the provision or delivery of, or incidental to the provision or delivery of, the Services or the terms of the Agreement without first obtaining written permission from Manitoba.
- 13.4 Any equipment, materials, and supplies provided by Manitoba to the Contractor for use in the provision or delivery of the Services or the terms of the Agreement shall remain the property of Manitoba and shall be returned without cost to Manitoba when the Agreement is terminated or expires or when the Services have been completely performed, whichever is the earliest.

### **14.0 Independent Contractor**

- 14.1 The Contractor is an independent contractor, and the Agreement shall not create the relationship of employer and employee, or of principal and agent, between Manitoba and the Contractor or between Manitoba and any officers, employees or agents of the Contractor.
- 14.2 The Contractor shall be responsible for any deductions or remittances, which may be required by law.
- 14.3 In the event it is determined that the Contractor is not an independent Contractor and that the Agreement creates the relationship of employer and employee between Manitoba and the Contractor, the Contractor agrees to be solely responsible and to save harmless and indemnify Manitoba, its officers, employees and agents from and against all claims, liabilities, orders, costs and demands resulting from such a determination, to the extent that such an indemnity is not prohibited by law. Should such a determination be made, the Contractor agrees that any amount Manitoba has paid to the Contractor under the Agreement shall constitute an all-inclusive payment of the Contractor's wages, vacation pay, overtime pay, benefits or other remuneration whatsoever, regardless of the

day of the week on which the Services were performed or the number of hours worked in a day or week.

## **15.0 Excusable Delay**

15.1 The Contractor shall notify Manitoba, in writing, if it will, or believes it will be unable to provide or deliver the Services when promised or required, and the reasons therefore. The Contractor shall not be liable for failure to provide or deliver the Services to the extent that such failure is, in the opinion of Manitoba, beyond the reasonable control of the Contractor.

## **16.0 Assignment**

16.1 The Contractor shall not assign or transfer the Agreement or any of the rights or obligations under the Agreement without first obtaining written permission from Manitoba. Manitoba may, in its sole discretion, refuse to grant such permission.

## **17.0 Appropriation of Funds**

17.1 All payments by Manitoba under the Agreement are subject to and expressly conditional upon the Legislative of the Province duly appropriating funds in the fiscal year in which they are required to be paid. The total fees paid under the Agreement shall not exceed the price as identified in the Contractor's Proposal.

## **18.0 Time of Essence**

18.1 Time shall be of the essence of the Agreement.

## **19.0 Amendments**

19.1 No amendment or change to, or modification of, the Agreement shall be valid unless in writing and signed by both parties.

## **20.0 Governing Law**

20.1 The Agreement shall be interpreted, performed and enforced in accordance with the laws of the Province of Manitoba and of Canada as applicable therein.

## **21.0 Entire Agreement**

21.1 The Agreement constitutes the entire agreement between the parties. There shall be no undertakings, representations or promises, express or implied, other than those contained in the Agreement.

## **22.0 Severability**

22.1 If any provision of the Agreement is for any reason invalid, that provision shall be considered separate and severable from the Agreement, and the other provisions of the Agreement shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in the Agreement.

## **23.0 Notices**

23.1 Any notice shall be sufficiently given if delivered or sent by pre-paid registered mail or facsimile, and addressed or sent as specified below:

- (a) If to Manitoba:  
To the address or facsimile number specified in section D2.0 of the RFP.
- (b) If to the Contractor:  
To the address or facsimile number specific in the accepted Proposal

23.2 If mail service is disrupted by labor controversy, notice shall be delivered or sent by facsimile transmission.

23.3 Any notice given in accordance with the methods described in clause F23.1 shall be deemed to have been received by the addressee on:

- (a) the day delivered if delivered on a business day of the addressee, and if not delivered on a business day, on the next business day of the addressee;
- (b) the third business day of the addressee after the date of mailing, if sent by prepaid registered mail; or
- (c) the day transmitted if sent by facsimile on a business day of the addressee, and if not sent by facsimile on a business day, on the next business day of the addressee.

23.4 In no event shall any notice be sent by mail during any period of interrupted or threatened interruption of postal service.

23.5 Any party may change its address or particulars for purposes of the receipt of any communications pursuant to the Agreement by giving seven days' prior written notice of such change to the other party.

## 24.0 Survival of Terms

24.1 Sections 6.0, 7.0, 8.0, 9.0, 11.0, 13.0, 14.0, 20.0, 21.0, 23.0, and 24.0 shall survive the termination or expiration of the Agreement.

### FOR THE GOVERNMENT OF MANITOBA

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Department of Entrepreneurship, Training and Trade

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

### FOR THE CONTRACTOR

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

## APPENDIX “A” SPECIFICATIONS

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### A. Approach

The successful Contractor will carry out the activities and provide the deliverables under the direction of the Project Manager. It is expected that the selected Contractor will work with a project team of staff from Policy & Planning of MAEL and COPSE, the institutions offering bridge programs under this initiative, and the project manager. Due to existing workloads and deadlines, personnel assigned to any contract resulting from this RFP must be ready to work in close and frequent contact with the project team and other personnel.

The successful Contractor will provide leadership and coordination in the development and implementation of an evaluation methodology for

- (a) the initiative’s broader outcomes and;
- (b) the four (4) pilot bridge programs as listed in the RFP document.

The successful Contractor will have a background and skill set that includes:

- Experience with, and receptivity to, the current evaluation practices in post-secondary settings in order to assist with the evolution to an appropriate methodology for the evaluation of bridge programming;
- Understanding of and, if possible, experience with models for the evaluation of training, including the Kirkpatrick four-level model;
- Ability to work with multiple stakeholders with varying perspectives.

The selected Contractor shall be required to:

- Develop an evaluation methodology derived from the Evaluation Framework provided by MAEL and COPSE that addresses all elements of a comprehensive education/training evaluation strategy. The two (2) elements of the evaluation are:
  - (a) overall project deliverables;
  - (b) evaluation of each of the four (4) pilot bridge programs within the Labour Market Bridge Programs initiative.
- Consult with, and support consultation with, the project management team and project stakeholders (such as government and institution representatives) as needed to ensure that an effective strategy and implementation plan are developed.
- Determine approaches appropriate to the Government and education sector context.
- Adhere to privacy protection standards.
- Identify for Post Secondary Institution’s (PSI) the information and actions required to fulfill the pilot bridge program evaluation plans (for example, administration of questionnaires, etc).
- Ensure strong linkage to the MAEL and COPSE mandates and strategic priorities.
- Revise the strategy after its review by the project management team.
- Coordinate the implementation of the revised strategy, including administering questionnaires (as needed) and collating and interpreting the data collected.
- Produce a report of results of the evaluation both for the overall project outputs and for each of the four (4) bridge programs in the initiative.

## **B. Methodology (Mandatory)**

The Proponent **must** describe their understanding of the scope and objectives and approach to the project which should demonstrate their:

- Knowledge and experience in development of education and training evaluation;
- Understanding of government requirements and processes;
- Knowledge of education sector programming requirements and the Manitoba adult and post-secondary education systems.

## **C. Experience**

The Proponent should describe their:

- Organizational and communication skills;
- Ability to manage complex projects;
- Experience of working effectively and sensitively with a variety of partners and stakeholders.
- Experience of developing evaluations of programming related to skilled immigrants.

## **D. Project Deliverables and Timelines (Mandatory)**

The Proponent **must** describe their understanding of the key project elements expected to be included in the deliverables and should describe their plan to develop them:

### **DELIVERABLES:**

The selected Contractor will be responsible for the following project deliverables:

### **D1. To evaluate the deliverables related to the overall project (not specific to the four (4) pilot bridge programs)**

#### **A. Evaluation methodology**

The methodology should be designed to collect information related to the overall project goals as follows:

- Capacity building in each PSI for delivering bridge programming;
- System development in COPSE and government to identify and support bridge programming appropriate to the PSE sector and to labour market needs in Manitoba;
- Identification of the key factors for effective evaluation of bridge programming, including the long term tracking of employment results;
- Appropriate models for participant assessment for regulated and non-regulated occupations;
- Appropriate models for bridge programs in regulated and non-regulated occupations;
- The effectiveness of the Educators' Network in building knowledge and linkages for offering quality bridge programs among participants;
- The effectiveness of the partnerships represented by the project Steering Committee in promoting quality bridge programs in the post-secondary sector;
- The number and percentage (of total intake) of the pilot bridge program graduates who attained employment commensurate to their previous education and experience;

- Lessons learned on a global basis from this project.

**NOTE: A detailed list of evaluation questions will be supplied to the successful Proponent.**

- B. Tools and processes needed for conducting the evaluation.
- C. Data collection and analysis (implementation of evaluation methodology).

**D2. To evaluate the deliverables related to each of the four (4) pilot bridge programs**

A. Evaluation methodology

The methodology should be designed to collect information on **each** pilot bridge program as follows:

- Appropriateness of each participant recruitment and selection process;
- Appropriateness of each participant assessment process to identify core language and employability gaps;
- Were appropriate partnerships developed?
- Was curriculum linked appropriately to participant gaps?
- Appropriateness of the curriculum to meet regulator requirements (if relevant);
- Appropriateness of the curriculum to meet employer needs;
- Was case management timely and appropriate?
- Appropriateness of the Bridge to Work plan – and its results (pending the results of ETT's tracking of graduate employment success after three (3) months).
- Satisfaction of key stakeholders with the bridge program experience (participants, staff, PSI administration);
- Satisfaction of regulatory body, or bodies, with the processes instituted by the PSI (if applicable);
- Satisfaction of employers with the graduates hired;
- Lessons learned.

**NOTE: A detailed list of evaluation questions will be supplied to the successful Proponent.**

- B. Tools and processes needed for conducting the evaluation.
- C. Data collection and analysis (implementation of evaluation methodology).

**OTHER DELIVERABLES:**

- A. Draft report of results of overall project evaluation and of the four (4) pilot bridge programs;
- B. Presentation of draft report to Project Steering Committee;
- C. Final report (incorporating input and revisions as needed).

## PROJECT TIMELINES:

The anticipated timelines for the project are as detailed below:

|                                                    |                    |
|----------------------------------------------------|--------------------|
| Project initiation                                 | January 24, 2011   |
| Outline of evaluation methodology due              | February 15, 2011* |
| Tools and processes prepared                       | March 11, 2011*    |
| Implementation of strategy completed**             | May 16, 2011*      |
| Draft final report due                             | June 13, 2011      |
| Final Report, Incorporating Final Management Input | June 27, 2011      |

\* These are dates are estimates and the final schedule of dates will be as detailed in the contractual agreement (if accepted). Dates may only be adjusted by mutual agreement between Manitoba's project management and the Contractor.

\* \*\*This involves accommodating the participation of Manitoba Entrepreneurship, Training and Trade (METT) in terms of METT's role in tracking the employment success of pilot bridge program graduates up to three months after graduation.

The Proponent should demonstrate capability to meet the above deliverables and timelines and provide information on meeting these key milestones. If the proposed time frame creates undue challenges, the Proponent is requested to indicate a suggested revision, which can best meet the project's parameters.

### E. Pricing

The budget for this project is **\$ 30,000.00 including PST** for consultants' fees and all related expenses for the project. There is no allowance for Contractor activities that exceed this maximum.

Prices **shall** be deemed to be net, in Canadian Funds, exclusive of Manitoba Provincial Sales tax (7% PST) if applicable unless otherwise indicated by the Proponent in its submission.

Prices **shall** be based upon a fixed lump sum total cost to remain firm for the duration of the Agreement, unless otherwise indicated by the Proponent. The Proponent should submit a total cost for Services including a breakdown for each of the major project components. The cost breakdown should include the per diem rate for each team member and the level of effort for each team member used to calculate the total fixed lump sum price.

Rates **shall** include all wages, benefits, employer remittances, taxes and all other amounts payable by the Contractor to its personnel and all administrative and support services costs, equipment, supplies, overhead and other incidental costs involved in providing the Services; Any costs not identified in their Proposal submission **shall** remain the responsibility of the Proponent.

Travel will not be required for the Contractor to fulfil the required Services unless there are travel costs tied to Proponent travel to Winnipeg to perform duties required to conduct and complete the Services. In the event that such charges may apply, the Proponent **must** outline all associated costs in the Proposal (which will be included as part of the maximum project budget noted above). With respect to travel and expenses, Manitoba will only reimburse expenditures that are reasonable and directly related to the Services being provided and shall do so in accordance with Manitoba

Treasury Board approved per diem rates for Meals and Mileage. The Contractor will be required to provide additional documentation to support the travel and expense claim. Failure to indicate any additional charges shall deem the pricing quoted to be all inclusive of travel and expenses.

Manitoba certifies that the Services are being purchased under the Agreement by the Government of Manitoba with Crown funds and are therefore not subject to the federal goods and services tax (the "GST"). The Contractor represents and warrants that GST has not been and will not be included or quoted in any fees, prices or estimates and covenants that it will not include GST in any invoice provided, or claim for payment requested, under the Agreement.

Manitoba Provincial Sales Tax (PST) (7%) should be indicated separately (if applicable). If PST is not applicable, please indicate as such in the Proposal.

Proponents should use the tables provided to provide their proposed Pricing for the Services to meet the requirements of this RFP. *Proponents may expand/modify the table provided and attach additional information if space is not sufficient.*

## PRICING TABLES

### Project Costs

| <b>Services</b>            | <b>All inclusive Fixed Flat Rate</b> | <b>Comments</b> |
|----------------------------|--------------------------------------|-----------------|
|                            | \$                                   |                 |
| <b>PST (if applicable)</b> | \$                                   |                 |
| <b>Total</b>               | \$                                   |                 |

### Detailed Project Breakdown

| <b>Key Personnel</b> | <b>Key Milestone / Deliverable</b> | <b>Fixed Per Diem Rate (ie. Hourly)</b> | <b>Level of Effort (hours, days)</b> | <b>Total Fixed Cost per individual</b> | <b>Comments</b> |
|----------------------|------------------------------------|-----------------------------------------|--------------------------------------|----------------------------------------|-----------------|
|                      |                                    | \$                                      |                                      | \$                                     |                 |
|                      |                                    | \$                                      |                                      | \$                                     |                 |
|                      |                                    | \$                                      |                                      | \$                                     |                 |
|                      |                                    | \$                                      |                                      | \$                                     |                 |

*Proponents may expand and modify pricing tables as required.*

If travel charges are applicable, the Proponent should include an overall cost per trip and the frequency of trips that will be taken during the term of the contract (including all costs: airfare, meals, accommodations). This will allow the Evaluation Committee to calculate a total cost for any proposed additional expenses.

### **Specify Additional Expenses (if any)**

*Failure to indicate any additional costs related to expenses will be deemed to be included in the overall cost of the Proposal.*

## F. Invoicing

The anticipated progress payment schedule is as follows\*:

| DELIVERABLE /<br>MILESTONE              | ESTIMATED DATE OF<br>COMPLETION | SCHEDULED PROGRESS<br>PAYMENT |
|-----------------------------------------|---------------------------------|-------------------------------|
| Outline of Evaluation<br>Methodology    | February 18, 2011               | \$5,000.00                    |
| Implementation of strategy<br>completed | March 15, 2011                  | \$5,000.00                    |
| Draft Report                            | May 19, 2011                    | \$5,000.00                    |
| Delivery of Final Report                | June 28, 2011                   | \$15,000.00                   |

\*The payment schedule is negotiable, based on mutual agreement of project management and the Contractor but shall be based up the successful completion of the key milestones of the project.

Manitoba will only make payment to the Contractor on the basis of demonstrated and satisfactory progress. The Contractor shall submit invoices accompanied by a brief progress report that describes the type of deliverable/milestone. All invoices shall be in writing and satisfactory to Manitoba in both form and content. The Contractor shall also provide Manitoba with such supporting documents, vouchers, statements and receipts as may be requested by Manitoba.

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# **Appendix “B” - Aboriginal Business / Subcontractor Form**

|                                                                                                                                                    |                                       |                                                       |                                                 |                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-------------------------------------------------------|-------------------------------------------------|----------------------------------------|
| <b>RFP FOR:</b>                                                                                                                                    |                                       | <b>RFP/Solicitation #:</b>                            |                                                 |                                        |
| <b>PROPONENT’S NAME:</b><br><i>(Name of Proponent submitting Proposal to Manitoba)</i>                                                             |                                       |                                                       |                                                 |                                        |
| <b>Failure to submit the Form with your Proposal or accurately complete shall result in a reduced score for Aboriginal Business Participation.</b> |                                       |                                                       |                                                 |                                        |
| <b>Business Name</b>                                                                                                                               | <b>Prime or Subcontractor (P / S)</b> | <b>Description of Goods / Services to be Provided</b> | <b>Aboriginal % of Total Work for This Item</b> | <b>Estimated Aboriginal Value (\$)</b> |
|                                                                                                                                                    |                                       |                                                       |                                                 |                                        |
|                                                                                                                                                    |                                       |                                                       |                                                 |                                        |
|                                                                                                                                                    |                                       |                                                       |                                                 |                                        |
|                                                                                                                                                    |                                       |                                                       |                                                 |                                        |
|                                                                                                                                                    |                                       |                                                       | <b>Total</b>                                    | _____ %      \$ _____                  |

## Appendix "C"- Aboriginal Business Certification Form

|                 |                              |
|-----------------|------------------------------|
| <b>RFP FOR:</b> | <b>RFP / Solicitation #:</b> |
|-----------------|------------------------------|

Proponents must submit this form for any Aboriginal business (Prime Contractor, each Subcontractor) identified in the Proposal. Previous registration in the Aboriginal Business Directory does not constitute Certification for the purposes of this RFP. **Failure to submit the Form with your Proposal or accurately complete shall result in a reduced score for Aboriginal Business Participation.**

**Certification is for** (*check applicable box*): ☐ Prime Contractor or ☐ Subcontractor

**Name of Business:** \_\_\_\_\_

**Mailing Address of Business:** \_\_\_\_\_

**Street Address of Business:** \_\_\_\_\_

**City, Province:** \_\_\_\_\_

**Telephone / Fax:** \_\_\_\_\_

**Please check the applicable boxes below:**

☐ This is an Aboriginal business that is at least 51% Aboriginal owned and controlled which is a sole proprietorship, band, limited company, cooperative, partnership or not-for-profit

or ☐ This is a joint venture between two or more Aboriginal businesses or a non-Aboriginal business and an Aboriginal business that is 51% Aboriginal owned and controlled

☐ This business has 6 or more full-time employees and at least  $\frac{1}{3}$  of them are Aboriginal people

or ☐ This business has fewer than 6 full time employees

**Authorized representative of Aboriginal Business:**

\_\_\_\_\_  
*Printed name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

## Appendix “D” - Aboriginal Business Participation Record Form (RFP)

This is Schedule “\_\_\_” to the Agreement for \_\_\_\_\_ between the Government of Manitoba and \_\_\_\_\_ (the “Contractor”), dated \_\_\_\_\_.

|                                                                                                      |                            |                                              |                   |
|------------------------------------------------------------------------------------------------------|----------------------------|----------------------------------------------|-------------------|
| <b>RFP For:</b>                                                                                      |                            | <b>RFP / Solicitation #:</b>                 |                   |
| <b>VENDOR / CONTRACTOR:</b><br><i>(Name of Vendor / Contractor awarded the contract by Manitoba)</i> |                            |                                              |                   |
| <b>Aboriginal Vendor<br/>(name)</b>                                                                  | <b>Description of Work</b> | <b>% of the Total Work<br/>for This Item</b> | <b>Value (\$)</b> |
|                                                                                                      |                            |                                              |                   |
|                                                                                                      |                            |                                              |                   |
|                                                                                                      |                            |                                              |                   |
|                                                                                                      |                            |                                              |                   |
| <b>Total</b>                                                                                         |                            | _____ %                                      | \$ _____          |

\_\_\_\_\_  
Authorized Representative Printed name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date