



REQUEST FOR PROPOSALS

Number: ITA2013-08

Project Title: ITA Web Redevelopment Phase 2

Issue Date: June 3, 2013

Closing Date: June 18, 2013

Closing Time: 12:00 PM Pacific Standard Time

Closing Address: 800-8100 Granville Avenue
Richmond, BC V6Y 3T6

Attention: Ms. Cheryl Lee

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SECTION 1: INTRODUCTION

1.1 General Background

Industry Training Authority (ITA) is a provincial crown agency, established in 2004 and is governed by nine directors appointed by the Minister of Jobs, Tourism and Skills Training (JTST). ITA is responsible for managing BC's industry training and apprenticeship system to develop the skilled workforce needed to ensure the competitiveness and economic prosperity of BC.

ITA's legislative mandate for training, assessment and credentialing is defined in the Industry Training Authority Act.

ITA works collaboratively with industry, training providers, labour unions, school districts, government and other stakeholders to provide more than 100 active apprenticeship training programs throughout British Columbia, including more than 40 Red Seal trades. These training programs include apprenticeship, which combines technical and work-based training, and in-school foundation programs, which are entry points to apprenticeship.

ITA also issues credentials to individuals who successfully meet requirements either through a formal apprenticeship program or for those with existing skills, through a challenge process. ITA is responsible for overseeing the development of program standards specifications recommended by industry; development of assessment procedures and tools such as exams; designating provincially recognized training providers and requirements for trainers; and maintaining a registry of apprentices.

Organizations who are considering a Proposal pursuant to this request are encouraged to visit the ITA's website at www.itabc.ca for a more detailed overview of ITA's characteristics and activities.

1.2 Purpose of the Request for Proposals

The purpose of this RFP is to identify a qualified organization with the capability and experience to efficiently and cost-effectively supply the RFP requirements as set out in Sections 3 and 4 of this document. The requirements stated in this RFP are as envisioned by ITA at the time of writing, but may change or be redefined in the course of evaluation and consecutive negotiation process.

ITA assumes no liability and no Contract A is formed or implied as a result of this RFP. This RFP is not a contract tender call and in no way it suggests or constitutes a contractual arrangement between the Proponents and ITA.

1.3 Project Overview

The Industry Training Authority (ITA) wants to select a qualified supplier able to develop and improve existing ITA website as well as to provide ongoing support and maintenance.

SECTION 2: INSTRUCTIONS TO PROPONENTS

2.1. Definitions

Wherever used in these Instructions to Proponents, the following capitalized terms shall have the meanings ascribed to them below:

"Agreement" shall mean the written agreement resulting from this Request for Proposal and consecutive negotiations, executed by the Industry Training Authority and the Selected Supplier.

"Award" shall mean the notification to Proponent by or on behalf of ITA that Proponent is the selected supplier.

"Closing Date" shall mean the date and time designated herein by ITA after which ITA will not accept Proposals.

"Compliant Proponent" shall mean a Proponent who has met the Mandatory Requirements.

"Contracting Authority" shall mean ITA's representative identified in **section 2.8.** of the RFP Documents.

"Contractor", shall mean the supplier selected for facilitation services.

"ITA" shall mean Industry Training Authority.

"hereof", "herein", "hereto", "hereinafter" and other terms of like import are not limited in applicability to the specific provision within which such references are set forth but instead refer to these RFP Documents as a whole.

"Mandatory Requirements" shall mean those requirements outlined in **section 4.2.** of the RFP Documents. They represent the requirements that must be met in order for a proposal to receive consideration.

"may include", "includes" and "including", whether or not used with the words "without limitation" shall not be deemed limited by the specific enumeration of items but shall in all cases be deemed to be without limitation and construed and interpreted to mean "includes without limitation" and "including without limiting the generality of the foregoing".

"Proponent" shall mean a person, firm, organization, corporation, partnership or other legal entity which has submitted or intends to submit a Proposal to ITA in response to this Request for Proposals.

"Proposal" shall mean a response submitted by a Proponent to perform the Work in accordance with the RFP Documents.

"RFP Documents" shall mean:

- These Instructions to Proponents (Section 2)
- Statement of Work (Section 3)
- Submission and Evaluation Criteria (Section 4)
- Any addenda issued by or on behalf of ITA prior to the Supplier Selection,
- Any and all schedules and/or appendices incorporated in this document by reference.

"Work" or "Services" shall mean all labour, materials, tools and equipment to be provided by a selected supplier pursuant to the **Section 3- Statement of Work.**

Terms **"must", "will" or "shall"** when used in these Instructions to Proponents in relation to a Proponent or Supplier are synonymous and are to be construed and interpreted to read "shall".

Terms “**should**” or “**desirable**” shall refer to a requirement having a significant degree of importance to the objectives of the Request for Proposal.

2.2. Governing Terms and Conditions

In submitting a Proposal to ITA for its review and evaluation, the Proponent agrees that if it is selected by ITA, any potential Agreement resulting between parties will be governed by the terms and conditions of the RFP Documents. All Proposals must conform with the RFP Documents. Any attempt by a Proponent to unilaterally modify the terms or conditions of the RFP Documents in its Proposal may result in the disqualification of such Proposal. Provisions in proposals that contradict any of the terms of this Request for Proposals will be as if not written and do not exist.

2.3. Standard of Review

Proponent shall thoroughly and carefully review the RFP Documents prior to submitting its Proposal. No compensation whatsoever shall be payable by ITA to a Proponent or other Supplier for any costs, expenses, damages or losses whatsoever including, without limitation, impact or acceleration costs, expenses, damages or losses, which the Proponent or Supplier may incur or suffer as a result of the failure of the Proponent or Supplier to thoroughly and carefully review the RFP Documents prior to submitting a Proposal.

2.4. Responsiveness

For your proposal to be considered responsive, you must comply with all the requirements of this Request for Proposal (RFP). Mandatory criteria are expressed by using imperative verbs such as “shall”, “must” and “will”.

2.5. Proposal Delivery

- a. The proposal package shall contain two separate files, one to be clearly marked ‘**Technical Proposal**’ and is to contain all other information and material required by this RFP, and another be marked ‘**Financial Proposal**’ and it is to contain all of the financial information pertaining to this requirement.

One (1) copy of each proposal package shall be electronically (by e-mail) to the following address:

E-mail : clee@itabc.ca
Attn: Ms. Cheryl Lee

We will not disqualify proposals that are sent via mail or courier before the closing date and time to the following address:

Industry Training Authority
800 – 8100 Granville Avenue, Richmond, BC V6Y 3T6
Attn: Ms. Cheryl Lee
Procurement Coordinator
Tel: 778-785-2413; E-mail : clee@itabc.ca

- b. Proponents should ensure that:
 - Their name, address, RFP number, and closing date are clearly marked on the **front page** of their submissions.
 - Electronic submissions must be in a standard electronic document form. It is recommended that you protect your document as a .PDF file or secure it as a “read-only” document.
 - For the electronic submission, the Subject line of your e-mail must show this reference: **RFP Submission ITA2013-08**
 - Electronic submissions sent or copied to any other ITA e-mail address will become invalid and will not be accepted for consideration.
- c. Proposals will only be accepted by the ITA if they are received at the mailing or e-mail address as indicated above, on or before the Closing Date specified herein. All and any RFP received after

12:00:00pm, Pacific Time, closing deadline will be deemed non-compliant and returned to senders. Proposals will be marked with their receipt time at the closing location. Only complete proposals received and marked before closing time will be considered to have been received on time. In the event of a dispute, the proposal receipt time as recorded at the closing location shall prevail whether accurate or not.

- d. All references to ITA in these Instructions to Proponents shall be deemed to refer only to ITA at the above office.
- e. The Proponent has sole responsibility for the timely delivery of their proposal. Late Proposals will be returned to the proponent unopened.
- f. All proposals received under this process shall become the property of the Industry Training Authority.

2.6. Closing Date

In order for a proposal to be considered valid, it must be received at the address stipulated above no later than 12:00:00 p.m., Pacific Time, **on June 18th, 2013.**

2.7. Calendar of Events

Request for Proposal Issued	June 3 rd , 2013
Deadline for RFP Questions	Ongoing during RFP process
Deadline for Responses to Proponents	Ongoing during RFP process
RFP Closing date	June 18 th , 2013
Proposals Evaluation	June 18 th -24 th , 2013
Presentations	June 25 th -26 th , 2013
Review, Negotiations and Final Offer	June 27 th -28 th , 2013
Supplier selection	June 28 th , 2013

2.8. Contracting Authority

For the purposes of the RFP, the Contracting Authority shall be:

Ms. Natalia Dumitrescu
Manager, Procurement & Corporate Services
Industry Training Authority
800 – 8100 Granville Avenue
Richmond, BC V6Y 3T6
Tel: 778-785-2412
E-mail : ndumitrescu@itabc.ca

2.9. Inquiries and Communication – Solicitation Stage

(a) All inquiries or issues must be submitted in writing (via letter from the post, courier or via e-mail) to procurement@itabc.ca or ndumitrescu@itabc.ca, as early in the RFP process as possible. **Please note: Information obtained from any other source is not official, should not be relied upon and may disqualify your submission.**

(b) All inquiries or issues submitted during the Solicitation Stage must contain the RFP number and paragraph numbers whenever references are made to the content of this RFP. Failure to include the RFP number as well as other sufficient identifying information may result in the ITA's taking no action on a Proponent's inquiry.

(c) To ensure consistency and quality of information provided to Proponents, the Contracting Authority will give notice, in the same manner as this RFP, of any significant information in response to inquiries. The source of all questions will be kept confidential.

(d) If a Proponent's question relates to a proprietary aspect of its proposal and the Proponent believes that the question would expose proprietary information if disclosed to competitors, the Proponent may submit the question in writing, conspicuously marking it as "CONFIDENTIAL". With the question, the Proponent must submit a statement explaining why the question is sensitive. If the ITA concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the ITA does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Proponent will be so notified, at which time the vendor may withdraw the question or restate the question so as to make it non-proprietary or non-confidential.

(e) All inquiries and other communications with ITA employees throughout the solicitation period shall be directed ONLY to the Contracting Authority named above. Non-compliance with this condition during the solicitation period will (for that reason alone) result in the disqualification of your proposal.

(f) Any attempt to influence the outcome of this process by contacting ITA employees (other than the Contracting Authority), the Board of Directors or government or ministry officials will result in immediate disqualification and may result in exclusion from future competitions.

(g) If the Proponent is requesting a change, the request must state the recommended change and the Proponent's reasons for proposing the change.

(h) Should a correction be necessary or should additional information become available during the Request for Proposal process, it will be distributed in the form of an amendment to all the proponents invited to this process.

2.10. Proposal Expenses

All costs incurred in the preparation and submission of any proposal, as well as all other costs associated with the development of responses, proposals, presentations and negotiations will be the sole responsibility of the responding proponent and will not be reimbursed by ITA. If ITA elects to reject all proposals, ITA will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Agreement, or any other matter whatsoever.

Further to the preceding paragraph, the Proponent, by submitting a proposal, agrees that it will not claim damages, for whatever reason, relating to any resulting Agreement or in respect of the competitive process and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Agreement results from this RFP between ITA and the Proponent.

2.11. Validity of Proposal

With the Proponents' acceptance, ITA would like to keep all proposals open for acceptance for a period of not less than six (6) months after the Closing Date. ITA reserves the right to accept the Proposal which it deems most advantageous and the right to reject any or all Proposals. ITA reserves the right to reject a proposal even if it is the only Proposal received by ITA.

2.12. Acceptance and Rejection of Proposals

The ITA reserves the unfettered right, in its sole and absolute discretion:

- a. to submit questions to or conduct interviews with Proponents, upon forty eight (48) hours notice, to seek clarification or to verify any or all information provided by the Proponent with respect to this RFP, and/or;
- b. seek clarification on some, but not all Proposals;
- c. carry-out reference checking with Proponent's current and/or previous clients and make visits to Proponent's offices and to interview any of the Proponent's employees who may be assigned to ITA's account, and/or;

- d. to reject any or all proposals received in response to this RFP if it/they fail to meet the objectives of the requirement;
- e. to accept any proposal in whole or in part without prior negotiation and/or to waive any non-compliance by a Proponent in order to obtain the best overall value for ITA;
- f. to terminate and/or re-issue this RFP at any time;
- g. to select one or more suppliers, if applicable, split the requirements between one or more Proposals;
- h. not to accept any deviations from the stated terms and conditions;
- i. to incorporate all, or any portion of the Statement of Work, Request for Proposal and the successful proposal in any resulting agreement;
- j. to enter into negotiations with any party who has submitted a compliant proposal, with the goal to establish an agreement acceptable to ITA; and/or
- k. not to select any supplier;
- l. to contact Proponents on cost and scope clarification at any time throughout the selection process and negotiation process and ask for updated proposal(s);
- m. Without limiting the generality of Section 2.12. paragraphs a to l, ITA reserves the right in its sole discretion to accept or to reject any and/or all Proposal(s) or part of any and/or all Proposal(s) that in ITA's view:
 - i. Is incomplete, obscure, irregular or unrealistic
 - ii. Contains unauthorized erasures or corrections;
 - iii. Contains a counter offer unacceptable to ITA;
 - iv. Is conditional or qualified offer which is unacceptable to ITA;
 - v. Fails or omits any required or mandatory information; or
 - vi. Is non-compliant with the requirements of this request.

2.13. Modification and Withdrawal

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, the Proponent will not be able to make changes to its proposals unless required by ITA but will still be able to withdraw its Proposal upon request. The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the Industry Training Authority for purposes of clarification and/or during the negotiation stage.

Modifications to or withdrawals of a submitted proposal will be acceptable to ITA by e-mail provided that such e-mail is received by ITA before the advertised time and date of the RFP closing. Revisions received after the advertised time will not be accepted unless they have been required by the ITA as a result of the negotiation process. Any proposal modifications or withdrawals which are submitted by e-mail shall immediately be confirmed to ITA in writing.

2.14. Proponents Not to Promote Their Interest in the Project

Proponents must not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this Project.

2.15. Confidentiality

- a. The Industry Training Authority recognizes the proprietary nature of information that may be contained in response to this *Request for Proposal*. ITA will not use or disclose any confidential or proprietary information gained from this process, except as may be required by law, including but not limited to the *Freedom of Information Act* and *Protection of Privacy Act* as well as *Access to Information Act* and the *Privacy Act*.
- b. The ITA will not release any proprietary data or information without the express written permission of the effected Party

- c. Proponents must not refer, expressly or by implication, to the Industry Training Authority, or to this competition, in any advertising or other publicity release unless otherwise stipulated in writing by the Contract Authority.
- d. Proponents shall keep confidential all information received from the ITA and other information developed for the ITA in connection with this competition. Proponents shall not use such confidential information except as required to develop a proposal and presentation in response to this request.

2.16. Language

The working language for the proposal and presentation phase is English.

2.17. Claims

No Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP process, and by submitting a proposal, each Proponent shall be deemed to have agreed that it has no claim.

2.18. Non-Reliance

The Proponent shall be deemed conclusively to have acted and relied upon its own findings, conclusions, interpretations, inferences, and other opinions in evaluating the risks, contingencies and other circumstances which may be encountered in performing the Work, and which could influence the preparation of its Proposal, or its execution of the Work, or both. Further, the Proponent shall be deemed conclusively not to have acted or relied upon any statements, findings, conclusions, interpretations, inferences drawn or other statements of opinion of ITA, or any of them unless the same are contained in a written communication delivered in strict accordance with the provisions of these Instructions to Proponents. This provision may be enforced by, and is for the benefit of ITA.

2.19. Resulting Agreement Terms and Conditions

In the event of a conflict between the terms and conditions of the RFP and information submitted by a Proponent, the terms and conditions of this RFP shall govern. If an agreement is subsequently negotiated and one of the respondents selected, it is anticipated that the term of such agreement will be consistent with ITA's standard terms and conditions.

2.20. Negotiation of Agreement Scope and Terms

The Industry Training Authority reserves the right to negotiate scope of work and terms with the firm(s) whose expertise, experience, vision and reputation are judged to best serve the interests of the Industry Training Authority, its industry partners and the taxpayers.

If ITA determines in its sole discretion that one proponent is clearly more highly qualified than the others under consideration, it may decide to directly select that Proponent. ITA reserves the right, at its sole discretion, to clarify any Proposal after the closing date and time or to negotiate with one or more Proponents after the closing date and time without becoming obligated to offer the same opportunity to any other Proponent(s).

2.21. Technical Proposal Submission Form and Content

There should be no Dollar units or total costs included in the Technical Proposal document.

Given the importance of this project, it is vital that all proposals include:

- a. **Title Page.** The title page will show the RFP title and number, Closing Time and Date, Proponent name, address, telephone number and the name and title of the contact person.

- b. **Letter of Introduction.** The Proponent must prepare a cover letter on the prime Proponent's business letterhead to accompany the proposal. The purpose of this letter is to transmit the proposal; therefore, it should be brief. The letter must be signed by an individual who is authorized to bind his or her firm to all statements, including services and prices, contained in the proposal. The cover letter must state who the proposed prime service provider is and name the participating subcontractors if applicable. This letter must also state the proponent's acceptance of ITA's terms and conditions as stated throughout this RFP document.
- c. **Table of Contents.** Page numbers are to be indicated.
- d. **Qualifications and Scope of Services.** This section, should include:

Resumes/bios of the account team, examples of previous work relevant to the scope of ITA project, your response to ITA's request.
- e. **References – please submit 3 written references for**
- f. It is the policy of ITA that services performed under subcontract must be competitively sourced. Your submission must indicate which services will be provided directly by employees and those services that will be provided through subcontracts. Further, the proposals must segment subcontractors by identifying which services will be delivered by affiliates within the same corporate or holding company ownership and those delivered by totally independent organizations.
- g. **Summary** – In this section, the Proponent may include any additional information that, together with the foregoing comments and information, it believes to be essential in creating a thorough understanding and evaluation of its proposal. It is permissible to include Appendices, but they should not be used as replacements for sections in the actual process.
- h. **Financial proposal** package shall include:
 - The successful firm must be able to demonstrate value for money and sound financial management. The ITA requires prior approval of all costs and evidence of cost control at all levels of service.
 - Prices are to be quoted in Canadian currency and are to be exclusive of applicable taxes, except where expressly requested.

2.22. Resulting Agreement(s)

If an agreement is subsequently negotiated and a responding proponent selected, it is anticipated that the term of such agreement will be between July 1, 2013 through March 31st, 2014 with potential for extension, provided that the selected supplier's performance will meet ITA's requirements and in the event when similar work will be required after March 31st, 2014. Any such agreement will commence upon signature by the duly authorized representatives of each of the Parties.

2.23. Procurement Process

1. General

The procurement process for the selection of the Preferred Proponent is as generally described in this Section 2.23, but ITA reserves the right to make changes to such process as ITA may decide in its sole discretion.

2. Timetable

ITA has established the intended procurement timetable as described in Subsection 2.7.

3. Proposals Evaluation

The proposals will be evaluated as described in Section 4.

4. Presentations and Clarifications

During this stage, the invited Proponents will be able to present their proposals to the ITA's evaluation committee and clarify any errors and/or ambiguities in the proposals. ITA reserves the right to elect not to proceed with this Stage or any part of it. **This is an optional step.**

The Evaluation Committee may at its election, during the evaluation after the RFP Closing Date, invite a Proponent to provide a presentation or clarification of the Proponent's Proposal, either in writing or by meeting directly with the Evaluation Committee, and expects to do so, but the Evaluation Committee is not required to invite any such presentation or clarification, or to have a meeting, with any Proponent.

The Evaluation Committee may, at its election, invite such presentations or clarifications from only one or some of the Proponents. The Evaluation Committee may consider such presentations or clarifications in the evaluation of a Proposal.

After the RFP Closing Date, no additional information may be submitted by any Proponent except upon invitation and request from the Evaluation Committee, and the Evaluation Committee will have no obligation to request a Proponent to provide missing or deficient information.

5. Review, Negotiations and Final Offer

After the previous stage, ITA Evaluation team will identify those proposals capable of delivering the required results. The identified finalists (two- or three most successful proponents) will enter into the negotiation stage and might be invited to revise and update their proposal and re-submit as their final offer. Depending on the quality of the proposals received and the evaluation results, ITA will decide the type of negotiation, whether consecutive or concurrent.

ITA reserves the right to elect not to proceed with this Stage or any part of it. **This is an optional step** and:

- the Evaluation Committee may decide to seek updated proposals and/or final offers from one or more proponents if additional information is necessary in order to make the final decision;
- the Committee may request only one Proponent to submit an updated proposal, an amendment to its original proposal and/or a final offer;
- Proponents may not request an opportunity to submit an updated proposal and/or a final offer;
- The Contracting Authority will send out the request for updated proposal(s) and/or amendment to a proposal and/or final offer(s) in a letter stating the areas to be covered and the date and time in which the updated final proposal and/or amendment must be returned. At the same time, the Contracting Authority will send Instructions for this stage.

6. Closing – Supplier Selection

If ITA selects a Preferred Proponent(s) and has the available budget to proceed with the project, ITA will enter into discussions and negotiations with the Preferred Proponent(s) to reach agreement on final terms of the Agreement(s).

Such discussions and negotiations will be based on the Proposal submitted by the Preferred Proponent(s) and selected by ITA including amendments to the Proposal(s), if any, specified by the Preferred Proponent(s) in its(their) updated and/or final Proposal(s) or agreed on the basis of that(these) Proposal(s). ITA may enter into further discussions relating to any provision of the Agreement or the Preferred Proponent's selected Proposal(s) for the purpose of reaching a final agreement(s) that is acceptable to ITA.

The Preferred Proponent(s) will be entitled to reject such requests for amendments from ITA and to offer counter-proposals with respect to the issues raised by ITA in the discussions, but the Preferred Proponent(s) will not be entitled to raise new issues with respect to its Proposal(s).

The Instructions sent out at the time of the request for modification/clarification/update of an existing proposal, will provide that if for any reason ITA and the Preferred Proponent(s) fail to reach complete agreement within defined or agreed-to times, then ITA will be at liberty to terminate the discussions with the Preferred Proponent(s) and invite the other finalist Proponent(s) to enter into discussions to reach agreements for the Project. Closing will include related financial agreements.

7. Debriefing

At the conclusion of the Request for Proposal process, all Proponents will be notified. Unsuccessful Proponents may request a debriefing meeting with the Industry Training Authority. ITA will debrief the unsuccessful proponents upon request, after Agreement execution.

The current solicitation will be active for six (6) months after the Closing Date. If following the debriefing meeting, a Proponent decides to appeal ITA's decision, the Proponent will be encouraged to follow ITA's Appeal Procedure and submit its appeal in writing, within six (6) months after the Closing Date.

ITA reserves the right to accept or reject any appeals, when reasons for appeal fail to justify the public spending.

8. Alternative Solutions

If alternative solutions are offered, please submit the information in the same format, as a separate proposal.

2.24. General Conditions

1. No Obligation to Select or Proceed

Notwithstanding any other section in this RFP, by participating in the process as outlined in this RFP the Proponent, on its own behalf and as authorized agent of each firm, organization, corporation or individual member of the Proponent, acknowledges and agrees that:

1.1. ITA may, at its election, at any time by written notice terminate this RFP and the procurement process for the Project for any reason, including:

- 1.1.1. prior to the Review, Negotiations and Final Offer Stage, because the Evaluation Committee or ITA's Executive Board decide not to proceed to this Stage as provided by Section 2.23 Paragraph 5, or
- 1.1.2. prior to the Review, Negotiations and Final Offer Stage, because the committed funding is insufficient; or
- 1.1.3. after the Review, Negotiations and Final Offer Stage and the selection of the Final Proponents or the Preferred Proponent, ITA elects not to enter into or continue negotiation of the Agreement; and

1.2. After a termination under Section 2.24, paragraph 1.1., ITA will not be under any obligation to any Proponent and/or Preferred Proponent, as the case may be and that in the event of such termination ITA may, at its further election, decide not to proceed with the Project, or decide to proceed with all or part of the Project in any manner that ITA may elect.

2. Procurement Procedure

Descriptions in this RFP of the procurement process that will apply following the selection of the Preferred Proponents, including the description of the Review, Negotiations and Final Offer Stage, indicates ITA's general intent leading to the selection of a Preferred Proponent, but ITA retains the discretion to make changes to such procurement process before proceeding with and issuing the BAFO Instructions.

3. No Claims

By participating in the process as outlined in this RFP the Proponent, on its own behalf and as authorized agent of each firm, organization, corporation or individual member of the Proponent consents to the procedures as described in this RFP, including separate confidential discussions between ITA and individual Proponents, and including ITA's right to terminate this RFP and the Project procurement process as described in Section 2.19, and each of the above parties acknowledges and agrees that none of ITA, the Project Team or any other of ITA's directors, executives, leads, managers or employees will be liable to any Proponent, or any firm, organization, corporation or individual member of a Proponent, for any claims, direct or indirect, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent, or any firm, corporation or individual member of a Proponent, in preparing and submitting a Proposal, or participating in negotiations for the Agreement or Contract, or other activity related to or arising out of this RFP.

4. No Collusion

By submitting a Proposal the Proponent, on its own behalf and as authorized agent of each firm, corporation or individual member of the Proponent, represents and confirms to ITA, with the knowledge and intention that ITA may rely on such representation and confirmation, that its Proposal has been prepared without collusion or fraud, and in fair competition with Proposals from other Proponents.

5. Conflict of Interest

Proponents, including all organization, firm, corporation or individual members of a Proponent, will promptly disclose to the Contracting Authority any potential conflict of interest and existing business relationships they may have with ITA. At the time of such disclosure, the Proponent will advise the Contracting Authority how the Proponent proposes to remedy the situation.

Proposals will not be evaluated if the Proponent's current or past corporate or other interests may, in the Industry Training Authority's opinion, give rise to a conflict of interest in connection with the project described in this Request for Proposal. This includes, but is not limited to, involvement by a Proponent in the preparation of this Request for Proposal. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Contact Person listed on the cover page prior to submitting a proposal.

Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

ITA reserves the right to disqualify any Proponent that in ITA's opinion has a conflict of interest, whether such conflict exists now or is likely to arise in the future.

6. Accuracy of Information

While the information set out, or referred to, in this RFP has been prepared and included in good faith, ITA does not give any representation or warranty whatsoever that it is comprehensive or that it has been independently verified. This Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by ITA, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.

7. Currency and Taxes

Prices quoted are to be in Canadian dollars and exclusive of all applicable taxes.

8. Sub-Contracting

Using a sub-contractor (who should be clearly identified in the proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these

Proponents must be prepared to take overall responsibility for successful performance of the Agreement and this should be clearly defined in the proposal.

Sub-contracting to any organization or individual who's current or past corporate or other interests may, in the Industry Training Authority's opinion, give rise to a conflict of interest in connection with the project described in this Request for Proposal will not be permitted. This includes, but is not limited to, any organization or individual involved in the preparation of this Request for Proposal. If a Proponent is in doubt as to whether a proposed subcontractor gives rise to a conflict of interest, the Proponent should, prior to submitting a proposal, consult with the identified Industry Training Authority contact.

Where applicable, the names of approved sub-contractors listed in the proposal will be included in the Agreement. No additional subcontractors will be added or other changes made, to this list in the Agreement without the written consent of the Industry Training Authority.

9. Acceptance of Proposals

- a. This Request for Proposal should not be construed as an agreement nor contract to purchase goods or services. The Industry Training Authority is not bound to enter into an Agreement with the Proponent who submits the lowest priced proposal or with any Proponent. Proposals will be assessed in light of the evaluation criteria, in an open, fair and transparent manner. The Industry Training Authority will be under no obligation to receive further information, whether written or oral, from any Proponent.
- b. Neither acceptance of a proposal nor execution of an Agreement will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

10. Ownership of Proposals

All proposals submitted to ITA become the property of ITA. They will be received and held in confidence by ITA, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this Request for Proposal.

11. Use of Request for Proposal

Any portion of this document, or any information supplied by ITA in relation to this Request for Proposal may not be used or disclosed, for any purpose other than for the submission of proposals. Without limiting the generality of the foregoing, by submission of a proposal, the Proponent agrees to hold in confidence all information supplied by the Industry Training Authority in relation to this Request for Proposal.

12. No Lobbying

Proponents must not attempt to communicate directly or indirectly with any employee, contractor or representative of ITA, including the evaluation committee and any elected officials of ITA, or with members of the public or the media, about the project described in this Request for Proposal or otherwise in respect of the Request for Proposal, other than as expressly directed or permitted by ITA.

13. Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this Request for Proposal requires Proponents to provide ITA with personal information of employees who have been included as resources in response to this Request for Proposal, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to ITA. Such written consents are to specify that the personal information may be forwarded to ITA for the purposes of responding to this Request for Proposal and use by ITA for the purposes set out in the Request for Proposal. ITA may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to ITA.

SECTION 3: STATEMENT OF WORK

3.1 Background

Industry Training Authority [ITA], a provincial crown agency, leads and coordinates BC's skilled trades system. ITA issues credentials, manages apprenticeships, sets program standards, and increases opportunities in the trades. ITA's primary audiences are potential apprentices, apprentices, and employer/sponsors.

Key stakeholders who are impacted by the website are (Program Standards, Customer Service), Training Providers, Industry Training Organizations (Subject Matter Experts for industry sectors), and Government.

3.2 Project Overview

This project is Phase 2 of ITA's Website Redevelopment project. In Phase 1, the website was redesigned. After launch, stakeholders were interviewed to determine how the website could be improved to meet the needs of the primary audiences.

Improvements recommended for Phase 2

Phase 2 addresses the following needs to:

- Conduct UX research
- Improve the Trade Programs results page
- Refine the website design and page elements
- Meet the needs of ITA stakeholders
- Make it easy to maintain the website
- Develop content that appeals to ITA primary audiences

User Experience research

In order to make informed decisions going forward, ITA requires UX research to better understand its audience and their needs. Itabc.ca and itadirectaccess.ca should be included when conducting this research.

1. Develop user personas

Persona development of primary audiences (potential apprentices, apprentices, employer/sponsors) describing their goals; attitudes/ beliefs; reading level; temperament styles; age; online experience; etc.

2. Identify user context

Context in which user groups use the website (time constraints, out in the field, etc.)

3. Research why stakeholders claim users can't find certain information

Some stakeholders report that certain types of information are difficult to find. However, informed website users can find information, whether through browsing or through search.

3.3 Technical Parameters

- ITA's website is built in Drupal 7/ php
- Web traffic is monitored using Google Analytics
- The site is hosted by CGI, with servers in Saskatchewan

SECTION 4: SUBMISSION AND EVALUATION CRITERIA

Evaluation of proposals will be by a committee formed by the Industry Training Authority and will include employees of the Industry Training Authority. All personnel will be bound by the same standards of confidentiality. The Industry Training Authority's intent is to enter into an Agreement with the Proponent who has the highest overall ranking if the cost proposed is within the approved budget.

4.1. Submission Overview

- a. This section outlines the information that Proponents are required to submit. To qualify, Proponents must meet the Mandatory Requirements ("shall", "must", "will") set out in the RFP. Proposals not meeting the Mandatory Requirements will not be given any further consideration. Proposals meeting the Mandatory Requirements will be evaluated according to the Rated Requirements.
- b. The evaluation will be based solely on the content of the proposals. No assumptions should be made that ITA has any previous knowledge of the Proponents' qualifications other than that supplied pursuant to this RFP.
- c. Neither the qualifying proposal which scores the highest number of rated points nor the one which contains the lowest cost estimate will necessarily be accepted. Supplier selection will be based on best overall value to ITA in terms of both technical merit and cost.

4.2. Evaluation Criteria

a. Mandatory Requirements

The ITA will accept RFP submissions only if they fully meet mandatory requirements. Proponents are required to provide documentation as described in **Section 2: Instructions to Proponents**.

Proponents shall also meet the following mandatory requirements:

- 1) Respond on time: by June 18th, 2013 at 12PM PST
- 2) Proponents shall submit 3 references as described in **Section 2.21, subparagraph (e)**
- 3) Brief Statement showing acceptance of ITA's terms and conditions and no conflict of interest.

Proponents that do not meet mandatory requirements will be disqualified.

b. Technical Evaluation Criteria : (Evaluation threshold: 60%)

The selection of the successful Proponent will be based upon the following factors:

- Proven expertise in:
 - Conducting user research, usability testing, and developing user personas (10%)
 - Advanced configuration of Drupal including creating content types (news, events, forms, etc.) (10%)
 - Developing and implementing content strategy (10%)
 - Creating wireframes/web prototyping (10%)
 - Search engine optimization (10%)
 - Setting up web analytics to track campaigns, downloads, and track conversion (10%)
 - Provide responsive customer service - 4 hour turnaround (10%)
 - Government experience (10%)
- Quality of the proposal (5%)

4.3. Financial Proposal – (15%)

- a. Based on the scope described in this document and the proponents prior experience with similar projects, ITA requires the proponents to submit an all-inclusive estimated cost, in Canadian Dollars, with applicable taxes identified as a separate line item. The estimated cost must include, but not

necessarily be limited to, all the costs resulting from the performance of the work as described in this RFP, all costs resulting from the performance of any additional work described in the Proponent's proposal and all overhead costs including disbursements.

- b. Cost will be also evaluated as per fees proposed. Therefore, proponents shall identify the names of all persons who will contribute to the routine management and/or performance of the required services, and their hourly or per diem rate. Per diem rates will be based on a eight-hour work day, and will not include taxes. Suggested format for your submission:

Name	Per Diem Rate or Hourly Rate	%Time assigned to project
	\$	
	\$	
	\$	

- c. Any costs attributed to third party suppliers and/or affiliates shall be at cost, without mark-up.

Please note that it is ITA policy not to provide advance payments.