

REQUEST FOR PROPOSALS May 30, 2023

# CLASSROOM FLOORING MARTENSVILLE CIVIC CENTRE

**Great Plains College** 

Email: <u>RFP@greatplainscollege.ca</u> <u>Attention: Brad Mahon, President & CEO</u> <u>129 2<sup>nd</sup> Avenue NE</u> <u>Swift Current, SK S9H 2C6</u>

**CLOSING DATE** June 13, 2023 at 4 p.m. (Central Standard Time)

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# **INSTRUCTIONS TO PROPONENTS**

# **INTRODUCTION**

- 1. Great Plains College (the "College") and the City of Martensville are inviting proposals for installation of flooring in the classrooms at the Civic Centre in Martensville (the "Services"). Further detail about the College is set out in Schedule "A" Background Information.
- 2. The purpose of this Request for Proposals (RFP) process is to select a qualified proponent to enter into a Services Agreement with the College for the performance of the Services. Further details about the Services required by the College are set out in Schedule "B" Services Requirements.
- 3. This RFP is not a tender and is not subject to the laws of competitive bidding. No bid contract or agreement is created by the submission of a proposal.

## **RFP DOCUMENTS**

4. The following documents are attached to and form part of this RFP:

Schedule "A" – Background Information

Schedule "B" – Services Requirements

Schedule "C" – Proposal Content Requirements

# INQUIRIES

- 5. Proponents are responsible for reading and familiarizing themselves with the provisions of this RFP and other accompanying documents (as applicable), and should make those inquiries and investigations it considers necessary for the preparation and submission of its proposal.
- 6. Any inquiries concerning this RFP should be directed in writing to the following:

Ted Schaeffer, Recreation Director City of Martensville tschaeffer@martensville.ca

- 7. All inquiries should be in writing and received no later than June 9, 2023.
- 8. Proponents should refrain from contacting other employees, agents or members of the College Board in respect of this RFP process, including for the purposes of lobbying or attempting to influence the outcome of this RFP process. Any such contact may, in the College's sole discretion, result in disqualification.

# SUBMISSION OF PROPOSALS

9. Proposals should be in electronic format. Proponents should submit an electronic copy indicating the RFP title and Closing Date to the following address by **4 p.m.** CST **June 13, 2023** 

Great Plains College Email: <u>RFP@greatplainscollege.ca</u> <u>Attention: Brad Mahon, President & CEO</u> <u>129 2<sup>nd</sup> Avenue NE</u> Swift Current, SK S9H 2C6

10. Proposals should be clearly marked "Classroom Flooring, Martensville Civic Centre"

- 11. The College may, in its sole discretion, allow additional time for proponents to submit a proposal.
- 12. Proposals and accompanying documentation provided to the College in response to this RFP will not be returned.

# **CONTENT OF PROPOSALS**

- 13. Proposals should address the items set out in Schedule "C" Proposal Content Requirements.
- 14. Proponents may provide additional information beyond that requested in the RFP for the College's consideration. Any such additional information may be considered by the College in its sole discretion.
- 15. Proponents may be asked to submit additional information pertaining to their past experience, qualifications and such other information that the College might reasonably require.

# **COST OF PROPOSALS**

- 16. The College and the City of Martensville is not responsible for any costs incurred by proponents in preparing their proposals, attending any meetings or interviews with the College, making any presentations to the College in connection with their proposals, or otherwise incurred in connection with this RFP process.
- 17. This RFP does not create any legal obligations between the College and any proponent.

# **EVALUATION PROCESS**

- 18. Proposals will be opened and evaluated privately.
- 19. The College and the City of Martensville intends to evaluate proposals based on the criteria set out in this RFP in order to identify the proposal which offers the best overall value to the College.
- 20. In assessing proposals, the College will take into consideration the following evaluation criteria with the relative weighting as indicated below:
  - a) Qualifications, Experience and Capacity (60%)

In assessing each proponent's qualifications, experience and capacity, the College may take into account the following factors:

- i. qualifications and experience of the proponent and its lead personnel in the service areas being offered;
- ii. qualifications and experience of any subcontractors and their lead personnel;
- iii. the capacity of the proponent to provide and successfully complete the Services required by the College, in a timely, efficient and quality manner;
- iv. previous experience of the College in working with a proponent;
- v. such other criteria as the College considers relevant.
- b) <u>Fee Proposal (40%)</u>

The College and the City of Martensville anticipates that the Services will be priced on the basis contemplated in Schedule "C". In assessing each proponent's fee proposal, the College may take into account the following factors:

i. any conditions or limitations applicable to the proposed fees (including any rate escalations);

- ii. any other reimbursable expense categories and any proposed markup; and
- iii. such other criteria as the College considers relevant.
- 21. Proposals will be evaluated on the basis of the information provided in response to these Instructions to Proponents. In addition, in assessing the proponent's qualifications, experience and capacity, the College and the City of Martensville may also consider the following:
  - a) clarifications and/or additional information that may be supplied pursuant to requests from the College and the City of Martensville;
  - b) interviews and/or reference checks that may be conducted at the College's and the City of Martensville's discretion;
  - c) information received from any source that the College and the City of Martensville considers reliable.
- 22. The College and the City of Martensville may, in its sole discretion, request clarification from a proponent during the evaluation process.
- 23. Proponents are advised that the evaluation process is subjective in nature and the College and the City of Martensville's intention is to consider, in its sole discretion, each proposal on its merits, without regard to the rules or principles of competitive bidding, including without regard to whether a proposal is compliant with this RFP.
- 24. The College and the City of Martensville may short-list proponents and conduct interviews, conference calls and/or presentations with short-listed proponents at its sole discretion. Furthermore, the College and the City of Martensville may negotiate any and all aspects of a proposal, including but not limited to the fee proposal, and the Services Agreement terms, with one or more proponents.
- 25. An invitation to interview or to negotiate does not obligate the College and the City of Martensville to conclude the Services Agreement with that proponent. The College may interview or may negotiate any aspect of any proposal with one or more proponents at any time.
- 26. The College and/or the City of Martensville will notify all unsuccessful proponents after entering into a definitive Services Agreement with the successful proponent. Unsuccessful proponents may request a debriefing interview to obtain feedback on their proposal after receiving this notification.

# ANTICIPATED SCHEDULE OF EVENTS

27. The following is the anticipated schedule of events related to this RFP. These dates are provided as target dates only and may be changed at any time by the College in its sole discretion:

a)	RFP Released	May 30, 2023
b)	Inquiries respecting RFP	June 9, 2023
c)	Closing Date	June 13, 2023
d)	Tentative Evaluation	June 15, 2023
e)	Tentative Services Agreement Execution	June 20, 2023

## FORM OF SERVICES AGREEMENT

28. Any successful proponent(s) will be expected to enter into an agreement for services with the College (the "Services Agreement") as contemplated in Schedule "C" – Proposal Content Requirements.

- 29. The College expects that the term of the Services Agreement will be, if required, removal of existing vinyl tile flooring and ceramic tile flooring, installation of new LVT flooring throughout the classrooms totaling approximately 3000 square feet. Project to begin no later than July 17, 2023 and to be completed on or before July 31, 2023.
- 30. This RFP is not intended to be a tender or otherwise subject to the laws applicable to competitive bidding. Until such time as the College signs a definitive Services Agreement with a proponent, the College does not intend to create a contractual relationship (including a bid contract), either express or implied, with any proponent submitting a response to this RFP.
- 31. For greater certainty, terms such as "requirement", "shall", "must" or other similar imperatives used in this RFP are intended as terms of convenience only, unless otherwise identified specifically as a mandatory requirement. The College intends to evaluate proposals on the extent to which a proponent's proposal is able to meet such items, but in no event shall the College be required to disqualify or reject any proposal on the basis that such item is not met or only partially met.
- 32. Submission of a proposal does not obligate the College to accept any proposal or to proceed further with any of the Services. Consideration of any proposal shall be in the College's sole discretion.
- 33. Proposals may be withdrawn or amended by a proponent at any time by written notice to the College prior to the College and the proponent signing a formal Services Agreement.
- 34. Proponents are advised that the College is intending to conduct a flexible procurement process, not subject to the law of competitive bidding, and that the College may, in its sole discretion, at any time and for any reason:
  - a) reject any and all proposals (including, for greater certainty, the lowest cost proposal);
  - b) modify or vary any aspect of this RFP at any time before or after the time for submission of proposals;
  - c) extend the deadline for submission of proposals at any time before or after the time for submission of proposals;
  - d) accept any non-compliant, conditional or irregular proposal or any alternate proposal, in whole or in part;
  - e) discuss the terms of a proposal submitted by a proponent with that proponent at any time, on a confidential basis, for the purposes of clarification and/or negotiation of that proposal;
  - f) allow any proponent submitting a proposal to modify or vary any aspect of its proposal at any time;
  - g) verify or seek clarification of any and all information provided pursuant to this RFP and provide proponents with an opportunity to correct any defects, informalities or irregularities in their proposal;
  - h) negotiate any and all aspects of any proposal and the provisions of the Services Agreement (including, without limitation, those provisions relating to fees and/or any scope of services) with any one or more proponents at any time in its sole discretion, whether before, during or after the selection and evaluation process; and
  - i) cancel this RFP at any time for any reason and thereafter proceed in any manner it sees fit, in its sole discretion, including:
    - i. issuing a new request for proposals or other procurement document based on the same or changed scope of services or other requirements;
    - ii. entering into sole source negotiations with any one or more of the proponents or any

other person; or

iii. cancelling the procurement in its entirety.

# **CONFIDENTIALITY, PUBLIC ANNOUNCEMENTS**

- 35. Proponents are expected to keep confidential all documents, data, information and other materials of the College which are provided to or obtained or accessed by a proponent in relation to this RFP, other than documents which the College places in the public domain. Proponents are expected not to make any public announcements or news releases regarding this RFP or the entering into a Services Agreement pursuant to this RFP, without the prior written approval of the College.
- 36. Proponents are advised that the College is subject to the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan), which provides a right of access to information in records under the control of a publicly-funded academic entity. Proponents are advised that the College may be required to disclose the RFP documents and a part or parts of any proposal in response to this RFP pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan).
- 37. Proponents are also advised that *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) does provide protection for confidential and proprietary business information; however, proponents are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their proposal in response to this RFP. **Proponents should identify any information in their proposals that they consider to be confidential or proprietary business information.**

# **CANADIAN FREE TRADE AGREEMENT**

38. This procurement is subject to the *Canadian Free Trade Agreement*.

# Schedule "A" – Background Information

# **General Background Information**

Great Plains College is a regional college established under *The Regional Colleges Act* (Saskatchewan) (the "Act").

Section 5 of the Act allows a regional college to offer the following educational services or programs:

- 1. university and technical institute courses provided by way of a contract between the college and a university or technical institute;
- 2. training programs that prepare individuals for a career or provide education with respect to health or social issues;
- 3. training programs paid wholly or partly by private business, non-profit groups or government agencies;
- 4. career services;
- 5. adult basic education, literacy and upgrading programs;
- 6. any other educational activities that the Lieutenant Governor in Council may prescribe in the regulations.

In addition, under *The Regional Colleges Programs and Services Regulation* (Saskatchewan), a regional college is authorized to:

1. provide employment services, programs and activities associated with career, educational and training services, programs and activities pursuant to agreements with the Minister of Post-Secondary Education and Skills training or the New Careers Corporation.

Great Plains College serves an area that is more than 100,000 square kilometers and has 115,000 potential students.

Our decentralized campuses are located in Biggar, Kindersley, Maple Creek, Martensville, Swift Current and Warman. Throughout our locations, we offer a number of post-secondary certificate, diploma and degree programs, as well as university courses, safety training, Adult Basic Education and English Language Training.

More information can be found on our website at <u>www.greatplainscollege.ca</u>.

## Additional Background Pertaining to the Services (if applicable)

The following information may assist you in preparing your proposal:

Great Plains College Martensville Program Centre reside within the Martensville Civic Centre in the City of Martensville. The program centre houses 60 adult learners and 8 admin/faculty. It currently consists of four classrooms, an administration area and tutoring/counselling area. Also residing within the Civic Centre is the Library, a Welcome Centre, a food bank and one preschool program.

Martensville Civic Centre will require a complete flooring upgrade in all classrooms. Luxury Vinyl Tile (LVT) to be installed at a professional standard and to be easily cleanable due to high volume of use.

# Schedule "B" – Services Requirements

#### **Background and Description of the Project**

Martensville Civic Centre was formerly an elementary school. The flooring is dated, worn, and damaged in some areas. Great Plains College has entered a partnership with the City of Martensville to upgrade flooring to ensure it is safe, accessible and appropriate for adult learners and all patrons of the facility.

#### Scope of Services:

Removal of existing flooring (if necessary) and installation of LVT in all student classrooms, approximately 3000 sq. feet.

- Removal, if necessary, the existing Vinyl Composite Tile (VCT). This tile is old and may or may not contain tracings of asbestos.
- Installation of new LVT in all student classrooms
- Installation of new baseboards
- Replacement of heating vents after flooring installation
- Project date: no later than July 17, 2023 to July 31, 2023

## Site(s) of Work

Martensville Civic Centre, 66 Main Street

#### **Standards of the Services**

Any damage to remaining facility during tear out and renovation project to be repaired or replaced at the expense of the proponent.

## Term

No later than July 17, 2023 to July 31, 2023.

#### Schedule

Work must be completed during college closures. Schedule to be determined in consultation with Keleah Ostrander/Monica Kreiter, project managers. Project must be complete by July 31, 2023. Invoicing must be complete on or before August 31, 2023.

Classrooms will be closed until renovations are complete.

## **Related Deliverables and Work Product**

Proponent will supply:

- All material and supplies for the project.
- LVT to be commercial grade and durable with warrantee
- Baseboards to be commercial grade and durable
- Appropriately sized heating vents for each classroom
- All additional materials or supplies required for project
- Delivery of all products
- All labour to execute and complete project
- Include mileage and any other reimbursable expenses

If any of above materials are not available, or additional materials are required, substitutions and/or additions must be of equivalent quality material.

# Schedule "C" – Proposal Content Requirements

Proponents should, at a minimum, address the following in their Proposals:

## **Company Detail**

1. A brief description of your company including any qualifications you consider relevant.

## **Requirements for Goods and Ancillary Services**

- 2. Provide a list of the Goods that you propose to supply.
- 3. For the proposed Goods, provide the following information:
  - a) manufacturer's specifications;
  - b) a thorough description of the Goods;
- 4. Provide a list of any related and/or ancillary Services which you propose to perform in the connection with the supply of the Goods.

## **Proponent Experience**

5. Provide a description of the proponent's experience in supplying the Goods and any ancillary Services, including at minimum two (2) references in the previous five (5) years, and appropriate contact information for references.

## Warranty

6. Please provide information respecting warranties on the Goods.

## **Pricing Proposal**

7. The College expects the Goods will be supplied and any Services performed on a "fixed sum" basis. Provide a "fixed sum" price for the Goods and any Services in Canadian Dollars, including an itemized breakdown of the price proposal. Any minimum volume commitments or other assumptions being made by the proponent should be clearly and prominently stated in its pricing proposal.

#### Delivery

8. Provide a schedule for the delivery of the Goods and performance of any Services.

#### **Supply Agreement Terms**

9. Proposals should include a proposed form of Supply Agreement for consideration by the College.

## **Conflict of Interest Disclosure**

10. Disclose any actual or potential conflicts of interest that may exist between your company and its management, and the College, its directors or employees, and the nature of such conflict of interest. If a proponent has no such conflict of interest, a statement to that effect should be included in its proposal. The College's employees are ineligible to participate, directly or indirectly, with any proponent.

# Confidentiality

11. Proponents are advised that *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) does provide protection for confidential and proprietary business information; however, proponents are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their proposal in response to this RFP. **Proponents should identify any information in their proposals that they consider to be confidential or proprietary business information.**