

**Great Plains College
Swift Current Campus**

**REQUEST FOR PROPOSALS
May 23, 2023**

FOR: LED LIGHTING UPGRADE

Attention: Brad Mahon – CEO
Great Plains College
129 2nd Avenue NE
Swift Current, SK
S9H 2C6

**CLOSING DATE:
June 8, 2023 at 5:00 pm Central Standard Time**

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INSTRUCTIONS TO PROPONENTS

INTRODUCTION

1. Great Plains College (the "College") is inviting proposals for the supply of the materials necessary to replace existing light fixtures with LED (the "Goods") and any ancillary or related services (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 Supply Agreement with the College for the supply of the Goods and any ancillary Services. Further details about the Goods and any Services required by the College are set out in Schedule "B" – Requirements for Goods.
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" – Requirements for Goods
 - 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:
 - Larry Kielo, Region Manager
 - Great Plains College-Swift Current Campus
 - E-mail: larryk@greatplainscollege.ca
7. All inquiries should be in writing and received by the College no later than June 2, 2023 before the closing date and time for this RFP.
8. The College may circulate its response to any inquiries to all proponents, along with the original inquiry and may post such response and original inquiry on www.sasktenders.ca or such other electronic tendering system as this RFP may have been originally posted on, or may choose not to reply to any inquiry.
9. 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

10. Proponents should submit an electronic copy of their proposal to RFP@greatplainscollege.ca indicating the RFP title and Closing Date to the following address by **5:00 p.m. Central Standard Time on June 8, 2023**

Brad Mahon – CEO
Great Plains College
129 2nd Avenue NE Swift Current, SK
S9H 2C6

11. Proposals should be clearly marked LED Lighting Proposal – Confidential."
12. If you require additional time to submit your proposal, you should contact Larry Kielo (Region Manager) by e-mail to discuss larryk@greatplainscollege.ca. The College may, in its sole discretion, allow additional time for proponents to submit a proposal.
13. Proposals and accompanying documentation provided to the College in response to this RFP will not be returned.

CONTENT OF PROPOSALS

14. Proposals should address the items set out in Schedule "C" - Proposal Content Requirements.
15. 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.
16. 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

17. The College 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.
18. This RFP does not create any legal obligations between the College and any proponent.

EVALUATION PROCESS

19. Proposals will be opened and evaluated privately.
20. The College 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.
21. 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 (40%)

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;
- ii. qualifications and experience of any subcontractors and their lead personnel;
- iii. satisfaction of the requirements identified in Schedule "B", including the specifications, functionality and quality of the Goods and any related Services and the delivery and warranty terms;
- iv. previous experience of the College in working with a proponent;
- v. such other criteria as the College considers relevant.

b) Fee Proposal 60%

The College anticipates that the Goods and any 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.

c) Exceptions to Form of Supply Agreement

Following evaluation in accordance with the above criteria, the College may adjust the relative ranking of proposals based on the extent and materiality of each proponent's exceptions, if any, with the College's proposed form of Supply Agreement. The College will give preference to proposals indicating that the proponent will enter into the proposed form of Supply Agreement with minimal or no changes.

22. 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 may also consider the following:
 - a) clarifications and/or additional information that may be supplied pursuant to requests from the College;
 - b) interviews and/or reference checks that may be conducted at the College's discretion; and
 - c) information received from any source that the College considers reliable.
23. The College may, in its sole discretion, request clarification from a proponent during the evaluation process.
24. All or any particular proponent(s) may be asked to provide product samples to the College for evaluation and testing as part of this RFP process. Such samples shall be provided at no charge to the College and will not be returned to the proponent. Proponents should not provide samples unless specifically requested to do so by the College.
25. Proponents are advised that the evaluation process is subjective in nature and the College'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.
26. The College may short-list proponents and conduct interviews, conference calls and/or presentations with short-listed proponents at its sole discretion. Furthermore, the College may negotiate any and all aspects of a proposal, including but not limited to the fee proposal, and the Supply Agreement terms, with one or more proponents.
27. An invitation to interview or to negotiate does not obligate the College to conclude the Supply Agreement with that proponent. The College may interview or may negotiate any aspect of any proposal with one or more proponents at any time.
28. The College will notify all unsuccessful proponents after entering into a definitive Supply 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

29. 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 23, 2023 |
| b) Inquiries respecting RFP | June 2, 2023 |
| c) Closing Date | June 8, 2023 |
| d) Tentative Evaluation | June 14, 2023 |
| e) Tentative Supply Agreement Execution | June 21, 2023 |

FORM OF SUPPLY AGREEMENT

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

EFFECT OF RFP

31. 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 Supply 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.
32. 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.
33. Submission of a proposal does not obligate the College to accept any proposal or to proceed further with any of the Goods or ancillary Services. Consideration of any proposal shall be in the College's sole discretion.
34. 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 Supply Agreement.
35. 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; 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;
 - e) allow any proponent submitting a proposal to modify or vary any aspect of its proposal at any time;

- f) 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;
- g) negotiate any and all aspects of any proposal and the provisions of the Supply Agreement (including, without limitation, those provisions relating to fees and/or any scope of required goods) with any one or more proponents at any time in its sole discretion, whether before, during or after the selection and evaluation process; and
- h) 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 required goods 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

- 36. 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 Supply Agreement pursuant to this RFP, without the prior written approval of the College.
- 37. 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).
- 38. 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

- 39. 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:

- 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.

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 www.greatplainscollege.ca

Schedule "B" – Requirements for Goods

Description of Goods and Ancillary Services

At the Swift Current Campus, we need to convert 553 fixtures to LED, along with moving to LED Lighting in the Gym and the exterior of the College.

Specifications

LED lighting is more conducive to an environment that supports student focus and learning. There is less flickering and glare which creates a better setting for students and staff.

- Replace twenty (20) existing high bay fluorescent fixtures in the gymnasium with twenty (20) LED high bay fixtures with wire guards.
- Supply and install one (1) LED 1'x 4' flat panel drop-in fixture to replace an existing 1' x 4' fluorescent fixture (553 fixtures).
- Replace exterior lights on Swift Current Great Plains College Campus [Three (3) front parking lot light standards, West entrance wall pack, Beatty Playhouse entrance/under canopy fixture, NE entrance wall pack.] All replacements would be LED equivalents.

Delivery Terms

Goods are to be delivered and installed to the College Campus at 129 2nd Avenue NE, Swift Current, SK. Shipping and handling, duty charges, etc., are expected to be included in the pricing proposal. Please state the GST and PST separately from the goods and services. Pricing needs to be exclusive of taxes.

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. Provide a list of any related and/or ancillary Services which you propose to perform in the connection with the supply of the Goods
4. 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

5. Please provide information respecting warranties on the Goods.

Pricing Proposal

6. 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

7. Proposals should confirm whether your firm is capable of meeting the College's schedule and terms for delivery of the Goods and completion of any Services.

Supply Agreement Terms

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

Conflict of Interest Disclosure

9. 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

10. 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.**