

May 05, 2021



# Request for Proposal (RFP)

## Washroom Construction at Langenburg Rest Area

Request for Proposal No: **RFP TOL2021-05**

Issued Date: May 25, 2021

Submission Deadline Date: June 15<sup>th</sup>, 2021, 2:00 p.m. local Saskatchewan time

[cdo@langenburg.ca](mailto:cdo@langenburg.ca)

**TABLE OF CONTENTS**

---

**PART 1 - INVITATION AND SUBMISSION INSTRUCTIONS..... 1**

    1.1 Invitation to Proponents..... 1

    1.2 RFP Contact..... 1

    1.3 Type of Agreement for Deliverables..... 1

    1.4 RFP Timetable..... 3

    1.5 Submissions..... 3

    1.6 Submission Content..... 4

**PART 2 - EVALUATION AND NEGOTIATION.....6**

    2.1 Stages of Evaluation and Negotiation..... 6

    2.2 Stage I –Requirements..... 6

    2.3 Stage II – Written Evaluation..... 6

    2.4 Stage III – Ranking and Negotiations..... 7

**PART 3 - TERMS AND CONDITIONS OF THE RFP PROCESS ..... 8**

    3.1 General Information and Instructions..... 8

    3.2 Communication after Issuance of RFP..... 9

    3.3 Conflict of Interest and Prohibited Conduct..... 10

    3.4 Confidential Information..... 11

    3.5 Procurement Process Non-binding..... 12

    3.6 Governing Law and Interpretation..... 13

**APPENDIX A - RFP PARTICULARS.....14**

**APPENDIX B - SUBMISSION FORM .....17**

**APPENDIX C PRICING FORM .....19**

**APPENDIX D STAMPED ENGINEER DRAWINGS .....20**

**PART 4 -**

## PART 1 - INVITATION AND SUBMISSION INSTRUCTIONS

### 1.1 Invitation to Proponents

This Request for Proposal (RFP) is an invitation by the Town of Langenburg to prospective Proponents to provide Submissions for the provision of **Outdoor Public Washroom Construction**, as further described in the RFP Particulars (Appendix A).

- 1.1.1 The new build listed within this RFP Document will take place at the **Langenburg Rest Area located at Kaiser William Avenue (Highway #16) in Langenburg, SK.**
- 1.1.2 This RFP is for the build of a new public washroom building. This will include two washroom areas and a storage room.
- 1.1.3 The project work detailed within this document is required to be completed in full prior to **September 30th, 2021.**
- 1.1.4 Delegated members of the Town of Langenburg, agents and consultants will be on hand throughout the project to ensure the work is being completed as desired, on budget and within the timeline described.

### 1.2 RFP Contact

Direct any questions regarding this competition to:

[cdo@langenburg.ca](mailto:cdo@langenburg.ca)

**Attention: Lina Petkeviciene – Economic Development Officer, RFP TOL2021-05**

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the TOWN OF LANGENBURG, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the Proponent and the rejection of the Proponent's Submission.

All inquiries related to this RFP must be directed, in writing by email, at least five (5) business days before the submission deadline to:

Lina Petkeviciene

Title: Economic Development Officer

Address: PO Box 159, Langenburg, SK S0A 2A0

Email: [cdo@langenburg.ca](mailto:cdo@langenburg.ca)

### 1.3 Type of Agreement for Deliverables

The selected Proponent will be requested to enter into direct negotiations to finalize a standing offer/purchase order Agreement with the TOWN OF LANGENBURG for the provision of the Deliverables. TOWN OF LANGENBURG expects the terms and conditions set out in the Form of Agreement in Appendix C to be included in the final negotiated Agreement with the selected Proponent. Proponents choosing to participate in this RFP process should be prepared to accept those terms and conditions, subject to changes that may be mutually agreed upon in the negotiation process. It is the TOWN OF LANGENBURG's intention to enter into an Agreement with one proponent.

The term of the Agreement is from June 17th, 2021 – September 30, 2021 with an option in favour of the TOWN OF LANGENBURG to extend the Agreement on the same terms and conditions for an additional term of up to 2 months. Damages for failing to complete the project in accordance with the contract, whatever those may be, will be payable. Whether the Town chooses to pursue that or not will be a decision at that time.

## 1.4 RFP Timetable

Issue Date of RFP	<b>May 25, 2021</b>
Deadline for Issuing Addenda	<b>June 8, 2021</b>
Submission Deadline	<b>June 15<sup>th</sup>, 2021 at 2:00 p.m. local Saskatchewan time</b>
Signing the Agreement	<b>June 17<sup>th</sup>, 2021</b>

The RFP timetable is tentative only and may be changed by the TOWN OF LANGENBURG at any time.

## 1.5 Submissions

### 1.5.1 Submissions

Proponents may submit by email only due to COVID-19.

The TOWN OF LANGENBURG does not assume any responsibility for delayed or rejected Submissions. Proponents acknowledge that all risks associated with Submissions are their sole responsibility, and that late Submissions, regardless of the reason, will be rejected.

If there are multiple Submissions received from a Proponent, the last email submitted will prevail.

#### Email:

One (1) original complete copy of your Submission, indicating the RFP reference number and closing date in the subject line, are to be emailed to:

**cdo@langenburg.ca**

The Submission Deadline is outlined in Section 1.4 – RFP Timetable.

### 1.5.2 Submissions to be Received on Time

Submissions must be received at the location set out above on or before the Submission Deadline. Submissions received after the Submission Deadline will not be accepted.

Onus and responsibility rests solely with the Proponent to deliver its Submission to the exact location indicated in this RFP on or before the Submission Deadline. The TOWN OF LANGENBURG does not accept any responsibility for Submissions delivered to any other location by the Proponent or its delivery agents. Proponents are advised to make Submissions well before the deadline. Proponents making Submissions near the deadline do so at their own risk.

### 1.5.3 Amendment of Submissions

Proponents may amend their Submissions prior to the Submission Deadline by submitting the amendment to the location set out above. Any amendment should clearly indicate the RFP title and number, and which part of the Submission the amendment is intended to amend or replace.

### 1.5.4 Withdrawal of Submissions

At any time prior to the execution of a written Agreement for provision of the Deliverables, a Proponent may withdraw a Submission. To withdraw a Submission, a notice of withdrawal must be received by the RFP Contact and should be signed by an authorized representative of the Proponent. The TOWN OF LANGENBURG is under no obligation to return withdrawn Submissions.

## **1.6 Submission Content**

### **1.6.1 Submission Form (Appendix B)**

The submission form provided In Appendix B, must be fully completed and signed by a representative of the Proponent with the authority to bind the Proponent. The form may be submitted on a Proponent's letterhead but must not otherwise be modified. This will be used as your cover letter. Further to this document include information from **1.6.2 – 1.6.7** .

### **1.6.2 Table of Contents**

This should provide a list of the main Proposal content and where it is found in the Proposal and include appropriate cross-references to attachments or appendices as required.

### **1.6.3 Proponent's Information**

The Proposal should include: A description of the Proponent's business including information about:

- a. How the Proponent is organized to carry on business,
- b. It's location(s) and any service centres that will provide the Services, and
- c. The Length of time the Proponent has been in business.

### **1.6.4 Project Team**

The Proposal should include the following information:

- a. List the entity name(s) of the Design-Builder, Consultants, Sub-consultants, Contractors and Subcontractors, the designation or accreditation of key personnel (individuals) and identify their roles and responsibilities on the Project.
- b. Describe any previous projects where the proposed team members have worked together on past projects effectively.

### **1.6.5 Work Plan and Schedule:**

The Proposal should include a description of how the Proponent intends to provide the services.

The description should include the following:

- a. Work Plan and Schedule:

Proponents should provide a detailed project work plan and schedule which outlines the Proponent's plan for proceeding with the various stages of the services. The work plan should include sufficient detail to ensure the merits of the work plan, the schedule, and the likelihood of success can be evaluated. It should further include information on specific activities, tasks and timeframes and allocated human resources for each activity and stage of the services.

- b. Saskatchewan Resources and Local Hires

### **1.6.6 References**

Proponents should provide two (2) sources of references JUST if the TOWN OF LANGENBURG will request.

References should include the following:

- Name and address of the company or individual
- Name, title, and phone number of contact.

The TOWN OF LANGENBURG reserves the right to contact any of the Proponent's customers who the TOWN OF LANGENBURG believes may be able to provide information about the Proponent that would be pertinent to this RFP.

The TOWN OF LANGENBURG reserves the right to use itself as a reference.

Proponents who receive unfavorable references, in the opinion of the TOWN OF LANGENBURG, may have their Submission rejected.

### **1.6.7 Fee Submission**

The Proponent must provide:

- i. Completed Appendix C – Price Form

The Proponent must indicate all prices in Canadian dollars.

Applicable taxes are to be identified separately in the space provided and included in the extended cost as indicated.

### **1.6.8 Volunteer and In-Kind Contributions**

The Proponent may wish to contribute to the project in an In-Kind or voluntary capacity any such contributions may be outlined within the proposal. In-kind contributions may result in long term advertisement opportunities at the Rest Area.

[End of Part 1]

## **PART 2 - EVALUATION AND NEGOTIATION**

### **2.1 Stages of Evaluation and Negotiation**

The TOWN OF LANGENBURG will conduct the evaluation of Submissions and negotiations in the following stages:

#### **2.2 Stage I –Requirements**

TOWN OF LANGENBURG will review Submission components for administrative deficiencies and compliance with mandatory requirements:

##### **Administrative Deficiencies**

TOWN OF LANGENBURG may at its discretion offer a rectification process to all Proponents to correct administrative deficiencies in their Submissions. Proponents may be notified of any administrative deficiencies and be provided with a specific time period to address any administrative deficiencies. Proponents failing to respond within the stated time period (Section 1.4) will be assessed on the initial Submission or eliminated from the process at the TOWN OF LANGENBURG's discretion.

This process is not intended to address omissions or changes to the substantive aspects of Submissions but may include failure to submit forms or information that are not evaluated as part of the rated criteria.

##### **Mandatory Requirements**

TOWN OF LANGENBURG will review to determine which Submissions comply with all the mandatory requirements. If a Submission fails to satisfy any mandatory requirements, the TOWN OF LANGENBURG will not evaluate such Submissions further.

The TOWN OF LANGENBURG may eliminate mandatory requirements unmet by all Proponents.

### **2.3 Stage II – Written Evaluation**

The TOWN OF LANGENBURG will evaluate each qualified Submission based on the rated criteria as set out in Appendix A.

The term "requirement" (or similar term used in this RFP) is used for convenience only and is not intended to imply that any Submission that does not exactly match or meet such a "requirement" will necessarily be disqualified. Instead, as part of the evaluation process, Proponent's goods and services will be evaluated based on the extent to which, and how well, they are able to satisfy the intent, fit for purpose and substance of the "requirements" or "specifications" contained in this RFP.

#### **2.3.1 Pricing**

Scoring of the submitted pricing will be in accordance with the price evaluation set out in Appendix A.



## **2.4 Stage III – Ranking and Negotiations**

### **2.4.1 Ranking of Proponents**

All scores from previous stages will be added together and the Proponents will be ranked based on their total scores.

### **2.4.2 Negotiation Process**

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into an Agreement on the part of the TOWN OF LANGENBURG or the Proponent and there will be no legally binding relationship created with any Proponent prior to the execution of a written Agreement. The terms and conditions in the Form of Agreement in Appendix D are intended to be included in the final negotiated Agreement with the selected Proponent(s). Negotiations may include requests by the TOWN OF LANGENBURG for supplementary information from the Proponent to verify, clarify or supplement the information provided in its Submission or to confirm the conclusions reached in the evaluation, and may include requests by the TOWN OF LANGENBURG for improved pricing or performance terms from the Proponent.

### **2.4.3 Time Period for Negotiations**

TOWN OF LANGENBURG intends to conclude negotiations and finalize the Agreement with the top-ranked Proponent(s) by June 17, 2021. A Proponent invited to enter direct negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously. If negotiations with top proponent are not proceeding as planned, the TOWN OF LANGENBURG may cease negotiations.

### **2.4.4 Failure to Enter into Agreement**

TOWN OF LANGENBURG may at any time at its sole discretion, discontinue negotiations with the top-ranked Proponent(s) and may invite the next-best-ranked Proponent to enter negotiations. This process will continue until an Agreement is finalized, until there are no more Proponents remaining that are eligible for negotiations or until the TOWN OF LANGENBURG elects to cancel the RFP process.

[End of Part 2]

## **PART 3 - TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Proponents to Follow Instructions**

Proponents should structure their Submissions in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a Submission should reference the applicable section numbers of this RFP.

#### **3.1.2 Submissions in English**

All Submissions are to be in English only.

#### **3.1.3 No Incorporation by Reference**

The entire content of the Proponent's Submission should be submitted in a fixed form, and the content of websites or other external documents referred to in the Proponent's Submission, but not attached, may not be considered to form part of its Submission. If Proponents wish to reference websites or external documents, they should obtain the approval of the RFP Contact prior to the Submission Date. Proponents are responsible for ensuring that all external content that is referenced is accurate and are to provide notice to the TOWN OF LANGENBURG of any changes that may arise after Submission. The TOWN OF LANGENBURG may, at any time, require a Proponent to provide a hard copy of some or all the external content referenced.

#### **3.1.4 References and Past Performance**

In the evaluation process, the TOWN OF LANGENBURG may consider information provided by the Proponent's references and may also consider information independently obtained by the TOWN OF LANGENBURG about the Proponent or its Submission in the course of the TOWN OF LANGENBURG's own due diligence, including any previous dealings or experience, if any, with a Proponent. The TOWN OF LANGENBURG may contact any of the Proponent's customers who the TOWN OF LANGENBURG believes may be able to provide information about the Proponent that would be pertinent to this RFP.

#### **3.1.5 Information in RFP Only an Estimate**

TOWN OF LANGENBURG and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general scale and scope of the Deliverables.

#### **3.1.6 Proponents to Bear Their Own Costs**

The Proponent will bear all costs associated with or incurred in the preparation and presentation of its Submission, including, if applicable, costs incurred for interviews or demonstrations.

#### **3.1.7 Submission to be Retained by the TOWN OF LANGENBURG**

TOWN OF LANGENBURG will not return the Submission or any accompanying documentation submitted by a Proponent.

### **3.1.8 No Guarantee of Volume of Work or Exclusivity of Agreement**

TOWN OF LANGENBURG makes no guarantee of the value or volume of work to be assigned to the Successful Supplier. The Agreement to be negotiated with the selected Proponent will not be an exclusive Agreement for the provision of the described Deliverables. TOWN OF LANGENBURG may contract with others for goods and services the same as or like the Deliverables or may obtain such goods and services internally.

### **3.1.9 Evaluation Committee**

Evaluation of Submissions will be by a committee formed by the TOWN OF LANGENBURG, which may include employees, consultants and contractors of the TOWN OF LANGENBURG.

## **3.2 Communication after Issuance of RFP**

### **3.2.1 Proponents to Review RFP**

Proponents should promptly examine all the documents comprising this RFP and should direct questions in writing or seek additional information to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The TOWN OF LANGENBURG is under no obligation to provide additional information, and the TOWN OF LANGENBURG is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the Proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The TOWN OF LANGENBURG is not responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

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

This RFP may be amended only by addendum in accordance with this section. If the TOWN OF LANGENBURG, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by addendum. Any information obtained in a method other than an addendum should not be relied upon. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the TOWN OF LANGENBURG.

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

If the TOWN OF LANGENBURG determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the TOWN OF LANGENBURG may extend the Submission Deadline for a reasonable period of time.

### **3.2.4 Verify, Clarify and Supplement**

When evaluating Submissions, the TOWN OF LANGENBURG may at its sole discretion request further information from the Proponent or third parties in order to verify, clarify or supplement the information provided in a Submission. The response received by the TOWN OF LANGENBURG shall, if accepted by the TOWN OF LANGENBURG, form an integral part of the Proponent's Submission.

The TOWN OF LANGENBURG may consider information independently obtained by the TOWN OF LANGENBURG about the Proponent or its Submission in the course of the TOWN OF LANGENBURG's

own due diligence, including any previous dealings or experience by it or others, if any, with a Proponent.

### **3.2.5 Time Disputes**

In the event of a dispute regarding time, the TOWN OF LANGENBURG's time clock will govern.

## **3.3 Conflict of Interest and Prohibited Conduct**

### **3.3.1 Conflict of Interest**

TOWN OF LANGENBURG may disqualify a Proponent or take any other action it deems appropriate in its sole discretion, for any conduct, situation or circumstances, determined by the TOWN OF LANGENBURG, in its sole and absolute discretion, to constitute a Conflict of Interest.

For the purposes of this RFP, "Conflict of Interest" includes any situation or circumstance where, in relation to a TOWN OF LANGENBURG procurement competition, a participating Proponent has an unfair advantage, a perception of an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including:

- (a) having, or having access to, information in the preparation of its Submission that is not available to other Proponents, but such does not include information a Proponent may have obtained in the past performance of a contract with a public entity, including the TOWN OF LANGENBURG, that is not related to the creation, implementation or evaluation of this or a related procurement competition;
- (b) communicating with any person with a view to influencing preferred treatment in this procurement competition (including but not limited to the lobbying of decision makers involved in this procurement competition); or
- (c) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive procurement competition or renders that competition non-competitive, less competitive, or unfair.

All Proponents should advise the TOWN OF LANGENBURG in writing whether it has any actual, potential or perceived Conflict of Interest, and if so, the nature of each Conflict of Interest. A Proponent may, in the sole discretion of the TOWN OF LANGENBURG, be disqualified from this RFP process if a Proponent is found to have a Conflict of Interest.

### **3.3.2 Disqualification for Prohibited Conduct**

TOWN OF LANGENBURG may disqualify a Proponent, rescind an invitation to negotiate, terminate an Agreement subsequently entered into, or take such other action it may deem appropriate if the TOWN OF LANGENBURG, in its sole and absolute discretion, determines that the Proponent has engaged in any conduct prohibited by this RFP.

### **3.3.3 Prohibited Proponent Communications**

Proponents should not engage in any communications that could constitute a Conflict of Interest.

### **3.3.4 Proponent Not to Communicate with Media**

Proponents should not at any time directly or indirectly communicate with the media in relation to this RFP or any Agreement entered pursuant to this RFP without first obtaining the written permission of the RFP Contact.

### **3.3.5 No Lobbying**

Proponents should not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the Successful Supplier(s).

### **3.3.6 Employee Submissions**

TOWN OF LANGENBURG employees (as a Proponent or a proposed resource) may be ineligible to enter into an Agreement.

### **3.3.7 Illegal or Unethical Conduct**

Proponents are not to engage in any illegal business practices, including activities such as proposal-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents are not to engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the TOWN OF LANGENBURG; deceitfulness; providing Submissions containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

### **3.3.8 Past Performance or Past Conduct**

TOWN OF LANGENBURG may prohibit a Proponent from participating in this or future procurement processes based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above,
- (b) the refusal of the Proponent to honour its submitted pricing or other commitments,
- (c) any conduct, situation or circumstance determined by the TOWN OF LANGENBURG, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest, or
- (d) as otherwise outlined in the CFTA (Canadian Free Trade Agreement)

## **3.4 Confidential Information**

### **3.4.1 Confidential Information of the TOWN OF LANGENBURG**

All information provided by or obtained from the TOWN OF LANGENBURG in any form in connection with this RFP either before or after the issuance of this RFP:

- (a) is the sole property of the TOWN OF LANGENBURG and must be treated as confidential,
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Agreement for the Deliverables,
- (c) is not to be disclosed without prior written authorization from the TOWN OF LANGENBURG,

- (d) must be returned by the Proponent to the TOWN OF LANGENBURG immediately upon the request of the TOWN OF LANGENBURG.

### **3.4.2 Confidential Information of Proponent**

Submissions will be accepted in confidence, as they contain financial, commercial, scientific, technical and/or labour relations information, except as may be otherwise provided herein. The confidentiality of such information will be maintained by the TOWN OF LANGENBURG, except as otherwise required by law or by order of a court or tribunal, or by regulatory order of the Town of Langenburg, including but not limited to, the Crown Investment Corporation of Saskatchewan and other agencies or ministries of TOWN OF LANGENBURG including its boards, commissions or panels. Proponents are particularly advised that the TOWN OF LANGENBURG is subject to legal requirements that may require disclosure of Submission information including, without limitation, under *The Freedom of Information and Protection of Privacy Act* (Saskatchewan). Notwithstanding the foregoing, the TOWN OF LANGENBURG reporting requirements may result in the public disclosure of the Agreement to the Successful Supplier(s).

Proponents are advised that their Submissions will, as necessary, be disclosed, on a confidential basis, to advisers retained by the TOWN OF LANGENBURG, and/or to Crown corporations (as defined in The Crown Corporations Act, 1993) and the Town of Langenburg agencies or ministries, including its boards, commissions or panels, to advise or assist with the RFP process, including the evaluation of Submissions. If a Proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

## **3.5 Procurement Process Non-binding**

### **3.5.1 No Contract A and No Claims**

This procurement process is not intended to create and will not create a formal, legally binding proposaling process and will instead be governed by the law applicable to commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A - based proposal law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the Proponent nor the TOWN OF LANGENBURG will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a Submission provided in response to this RFP.

### **3.5.2 No Contract until Execution of Written Agreement**

This RFP process is intended to identify prospective Proponents for the purposes of negotiating potential Agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between a Proponent and the TOWN OF LANGENBURG by this RFP process. A legal relationship will not arise until the successful negotiation and execution of a written Agreement.

### **3.5.3 Non-Binding Price Estimates**

While the pricing information provided in Submissions will be non-binding prior to the execution of a written Agreement, such information will be assessed during the evaluation of the Submissions and the ranking of the Proponents. Any inaccurate, misleading or incomplete information, including withdrawn

or altered pricing, could adversely impact any such evaluation or ranking or the decision of the TOWN OF LANGENBURG to enter into an Agreement for the Deliverables.

### **3.5.4 Effect of this RFP**

This RFP process does not in any way restrict or limit the TOWN OF LANGENBURG's pre-existing rights to engage in commercial negotiations with any Proponent or to procure the Deliverables from any Proponent through any other process. Without limiting the generality of the foregoing, the TOWN OF LANGENBURG may:

- (a) choose whether to evaluate any Submission,
- (b) modify this RFP or RFP process, including any technical, commercial or contractual terms,
- (c) re-issue this RFP, either in the same form, or with modifications,
- (d) begin or end negotiations with any Proponent for some or all the Deliverables,
- (e) reject any Submission,
- (f) abandon its plans to obtain any of the Deliverables,
- (g) invite anyone (including any Proponent) to give it an offer to provide some or all the Deliverables under any terms,
- (h) at any time before executing the Agreement, the TOWN OF LANGENBURG may do the following:
  - i. require the Proponent to submit further information not requested in this RFP to verify the Proponent's ability to perform the Deliverables, including financial data, references to support assertions of past relevant experience, information about the Deliverables, and proof of the Proponent's legal capacity to perform the Agreement,
  - ii. inspect the Proponent's equipment and facilities that will be used to perform the Agreement to verify the Proponent's technical or commercial capacity to perform the Agreement,
- (i) cancel the RFP process without liability at any time.

### **3.6 Governing Law and Interpretation**

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision),
- (b) are non-exhaustive and must not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations,
- (c) are to be governed by and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein.

## APPENDIX A - RFP PARTICULARS

### A. THE DELIVERABLES

The Proponent is required to complete the construction of the public washroom as per the engineered drawings. Project construction services shall be rendered from project initiation till warranty close out. This will include documentation of construction progress through field review reports up to the final acceptance by the TOWN OF LANGENBURG. All elements of construction and coordination of construction including ancillaries to develop the site and deliver the turn key building. The Proponent must work with the TOWN OF LANGENBURG to obtain all necessary approvals, permits, licenses and certificate(s) required by law or by any by-law, regulations or codes. The proponent is to meet or succeed all National Building Codes and local By-Laws.

#### General Project Deliverables:

a) The construction of the 14 x 14 wheelchair accessible public washroom that will be heated all year round and connected to town sewer and water system and includes:

- Two non-gender washroom areas;
- One storage room;
- Eaves troughing;
- Concrete sidewalk around the building that is easily accessible with wheelchair;
- Plumbing and electrical outlets within the washroom building. Two outdoor lights on a timer from dusk till dawn, three automatic indoor motion sensitive enlightenments and three electrical plugs in all three washroom areas.
- Design and fixtures for the washroom building:
  - Roof: metal, black;
  - Doors: 36", 3 metal flat doors;
  - Exterior siding: cedar fiber cement (look at the Appendix A for the example and desired colours);
  - Inner wall: waterproof wall panels;
  - Floor: stone tiles;
  - Two faucets (high enough to fill a bottle) and two toilets with no touch system;
  - Two mirrors above the faucets;
  - Two automatic hand driers;
  - Two automatic soap dispensers;
  - Two wall mount infant change tables;
  - Hooks to hang belongings;
  - Two toilet paper holders (2 roll);
  - Handrails (as per engineer drawing).

b) For building specifications please see attached stamped engineer drawings as per APPENDIX D.

c) Lina Petkeviciene has been engaged to assist the Town with overseeing the construction process and the liaison between the awarded contractor and the Town.

d) Proponent must work with TOWN OF LANGENBURG to coordinate all work timelines, including all installations of mechanical and electrical equipment.



## BACKGROUND

Langenburg Rest Area has an old washroom that will be demolished, and a new washroom built. It will be connected to the town sewer and water system. The Town of Langenburg hired other contractors for trenching and connection work. The Town of Langenburg is working with SaskPower to deliver the power line to the new washroom.

### B.1 MATERIAL DISCLOSURES

There are no Material Disclosures as part of this RFP.

## B. MANDATORY REQUIREMENTS

Must be able to complete entire project **by September 30, 2021**.

Must be able to work with the integral team of the TOWN OF LANGENBURG, and volunteers.

## C. RATED CRITERIA

The following is an overview of the categories and weighting for the rated criteria of the RFP.

Rated Criteria Category	Total Points
Evidence of good standing (WCB)	10
Work Plan & Schedule	5
Saskatchewan Resources / Local Hire	15
Pricing (breakdown)	20
Volunteer and In-Kind Contributions*	10
<b>Total Points</b>	<b>60</b>

\*- in-kind contributions may result in long term advertisement opportunities at the Rest Area.

Generally, Submissions that receive less than 75% of the points will be rejected after the evaluation of the written Submission. The evaluation team will determine how many Submissions, if any, will be short-listed.

Any Submission ranked at the lower-end of the scale in any of the criteria may be rejected.

TOWN OF LANGENBURG's intent is to award on a total point basis to the top-ranked Proponents.

### PRICING

Pricing will be scored based on a relative pricing formula using the prices set out in the Pricing Form. Each Proponent will receive a percentage of the total possible points allocated to price for the particular category, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{total points} = \text{proponent's pricing points}$$

This is the sample of the colours for the new washroom:



### APPENDIX B - SUBMISSION FORM

Project Name: **New public Washroom construction**

1. Proponent

\_\_\_\_\_  
Legal Corporate Name of Proponent

\_\_\_\_\_  
Street

\_\_\_\_\_  
City Province Postal Code

\_\_\_\_\_  
Telephone Number Fax Number Email Address

The Proponent conducts business under the above name as: (select one of the following)  
sole proprietor \_\_ partnership\_\_ corporation\_\_

2. Contact Person

The Proponent hereby authorizes the following contact person to represent the Proponent for purposes of the Proposal.

\_\_\_\_\_  
Contact Person Title

\_\_\_\_\_  
Telephone Number Fax Number Email Address

3. Ability to Provide Deliverables

We have carefully examined the RFP documents and have a clear and comprehensive understanding of the Services required. The Proponent is able to provide the Services in accordance with the requirements of the RFP for the price as set out in Pricing Form APPENDIX C.

4. Non-Binding Price Estimates

We have submitted our pricing in accordance with the instructions in the RFP. While the submitted pricing is not binding upon us, we acknowledge any inaccurate, misleading, or incomplete

information, including withdrawn or altered pricing, may adversely impact the acceptance or ranking of the Proposal or the Proponent's eligibility for future work.

6. Addenda

We acknowledge we have received the following addenda and they have been considered in the preparation of the proposal:

Addendum No.: \_\_\_\_\_

Addendum No.: \_\_\_\_\_

Addendum No.: \_\_\_\_\_

Signatures:

I/We have the authority to bind the Proponent \_\_\_\_\_ day of, \_\_\_\_\_

---

Signature	Print Name	Title
-----------	------------	-------

---

Signature	Print Name	Title
-----------	------------	-------

## APPENDIX C PRICING FORM

### Instructions on How to Complete Pricing Form

Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes.

### Pricing Form

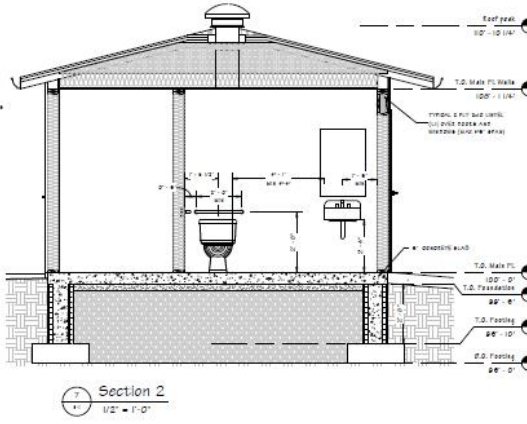
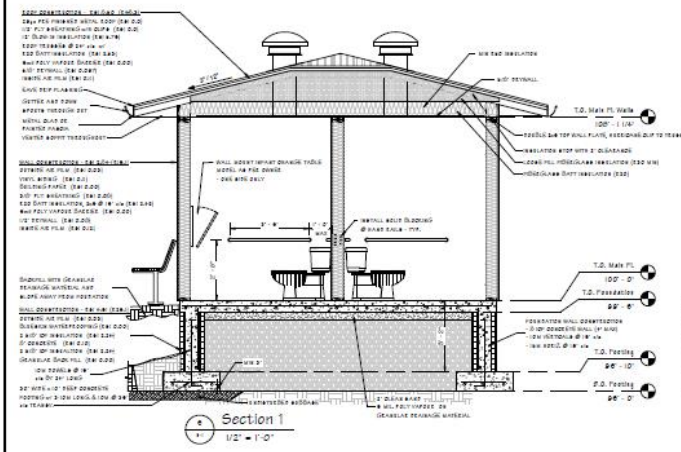
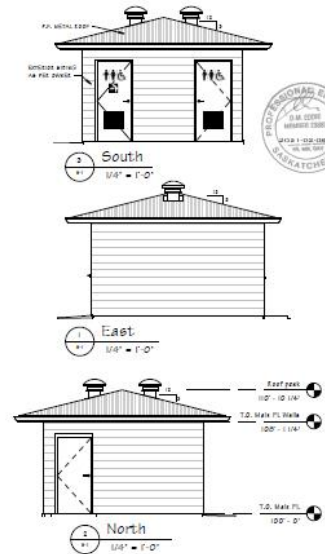
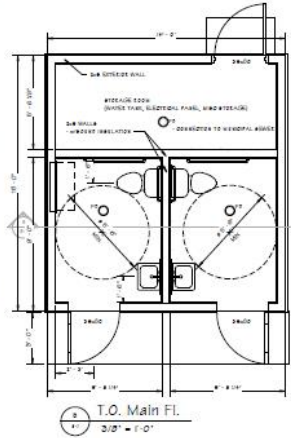
i.

Item #	Breakdown (labour, materials, sub-contractors, etc.)	Description/Additional Information	Price (\$)
1			
2			
<b>Applicable Taxes</b>			
<b>Project Total</b>			

### Price

- The Successful Supplier is to notify the TOWN OF LANGENBURG immediately of any discontinued product(s) and/or product code change(s). Failure to do so may result in cancellation of the Agreement.
- Cost increases/decreases will only be accepted if appropriate substantiation is provided. This substantiation must be in the form of a letter (original or photocopy) from the manufacturer or supplier identifying the effective date if there is an increase/decrease. Any notification of price changes should reference the applicable Agreement number.
- The Successful Supplier must provide a minimum of 30 days' written notice of any price change. The TOWN OF LANGENBURG reserves the right to accept or reject any requests for changes in price

# APPENDIX D STAMPED ENGINEER DRAWINGS



General	
1	DATE
2	REVISION

General	
<p>1. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES FROM THE APPROPRIATE AGENCIES IN ORDER TO CONSTRUCT THIS PROJECT IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL, STATE AND FEDERAL AGENCIES.</p> <p>2. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES FROM THE APPROPRIATE AGENCIES IN ORDER TO CONSTRUCT THIS PROJECT IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL, STATE AND FEDERAL AGENCIES.</p>	

Professional Engineer's Certificate of Authorization	
<p>CERTIFICATE OF AUTHORIZATION</p> <p>Professional Engineer No. 12345</p> <p>Signature: [Signature]</p>	<p>Professional Engineer No. 12345</p> <p>Signature: [Signature]</p>