



Request for Proposals

Gallagher Centre Shipping Containers

**City of Yorkton, Saskatchewan
Community Development, Parks & Recreation Department**

**Closing Date:
April 18, 2019 at 4:00 p.m.**

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INTRODUCTION

1. The City of Yorkton (the "**City**") is inviting proposals ("**Proposals**") from interested vendors for the supply of shipping containers, comprised of:
 - (a) One (1), 53' long x 8.5' wide x 9.5' high shipping container
 - (b) One (1), 7' long x 6' wide x 6' high shipping container(the "**Product**")
2. The purpose of this Request for Proposals ("**RFP**") process is to select the vendor or vendors to enter into an agreement with the City to supply the Product. Further details about the Product and associated specifications requested by the City are set out in the RFP Documents (as defined below).

SUBMISSION OF QUOTATIONS

3. Proponents should submit one copy of their Proposal to the following address by **4:00 p.m. (Saskatchewan Time) on April 18, 2019:**

By Mail:

Community Development
Parks & Recreation
City of Yorkton
Box 400, Yorkton, SK
S3N 2W3

In Person:

Community Development,
Parks & Recreation Office
Gallagher Centre
455 Broadway Street West, Yorkton

By Email:

cdpr@yorkton.ca

It is the responsibility of the proponent to confirm the email has been received.

Proposals should be submitted in a sealed envelope with the Proponent's name and the name of this RFP clearly indicated on the outside. Office hours for the Community Development, Parks & Recreation Department are from 8:00 a.m. to 12:00 p.m., and from 1:00 p.m. to 4:00 p.m., Monday to Friday, excluding statutory holidays.

4. Proponents who require additional time to submit their Proposal, should e-mail cdpr@yorkton.ca. The City may, in its sole discretion, allow additional time for Proponents to submit a Proposal.
5. Proposals and accompanying documentation provided to the City in response to this RFP will not be returned.

RFP DOCUMENTS

6. The following documents are attached to and form part of this RFP:
 - Schedule A – Product Requirements
 - Schedule B – Proposal Form
7. RFP Documents may be viewed and obtained online at www.yorkton.ca.
8. The RFP Documents are provided to Proponents for the sole purpose of obtaining Proposals to perform the work described in this RFP, and do not confer any license or grant permission for any other use.

INQUIRIES/ADDENDA

9. Any inquiries concerning this RFP should be submitted by email to cdpr@yorkton.ca.
10. All inquiries should be in writing and received by the City not less than five (5) days before the deadline set for submission of Proposals.

11. The City may circulate its response to any inquiries to all Proponents, along with the original inquiry. Alternatively, the City may choose not to reply to an inquiry.
12. Proponents should refrain from contacting other employees, agents or members of Council of the City 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 City's sole discretion, result in disqualification.
13. The City may make changes to the RFP Documents prior to the RFP submission deadline.
14. Proponents are responsible for addressing all addenda in preparing their Proposals and should confirm, prior to submitting their Proposals, that all issued addenda have been received.

CONTENT OF PROPOSALS

15. Proposals should be made on the form provided in Schedule B – Proposal Form, and in accordance with any directions stated in Schedule B – Proposal Form.
16. In addition, Proposals should be accompanied by such other information or submittals as are indicated in Schedule B – Proposal Form.
17. Proponents may be asked to submit additional information about the proposed Product as the City might reasonable require.
18. The City expects that the pricing provided in each Proponent's Proposal will remain available for a period of thirty (30) days following the Proposal submission deadline in order to allow the City sufficient time to review and evaluate Proposals.

EVALUATION PROCESS

19. Proposals will be opened and evaluated privately.
20. In evaluating Proposals, the City will consider the following evaluation criteria:
 - a) Satisfaction of the City's stated technical specifications for the Product ;
 - b) The Proponent's price proposal;
 - c) The proponent's proposed delivery schedule;
 - d) Applicable warranty terms for the Product;
 - e) The City's past experience in dealing with a Proponent; and
 - f) Such other factors as the City considers relevant.
21. The City has not predetermined the relative importance of the above evaluation criteria. The City will select the proponent that provides the best overall value, as determined by the City having regard to the evaluation criteria referred to above.
22. The City may request clarification and/or additional information from a Proponent during the evaluation process.
23. In evaluating Proposals, the City may, in its sole discretion, waive any defects, irregularities, or non-conformances with the requirements of this RFP, and may consider each Proposal on its merits regardless of any such defects, irregularities, or non-conformances.
24. The City will notify all unsuccessful Proponents after completing the evaluation and contract award process. Unsuccessful Proponents may request a debriefing interview to obtain feedback on their Proposal after receiving this notification.

FORM OF CONTRACT

25. The successful Proponent will be expected to enter into a contract/purchase order with the City for the sale of the Product, in a form presented by the City. The City intends that such contract/purchase order will include the following terms:
- a) Payment: 80% of the total purchase price may be invoiced upon delivery of the Product to the City, and 20% of the purchase price may be invoiced 30 days after delivery, provided all defects and deviations from required specifications are satisfied.
 - b) Delivery: Delivery of the Product to be made at the Gallagher Centre, which is located at 455 Broadway Street West, in Yorkton, Saskatchewan. The seller shall deliver the goods on the date specified in the order, failing which the City may cancel the order. All delivery and transportations costs are the seller's responsibility. A minimum of three (3) days' notice to the Building Systems & Maintenance Manager is required prior to delivery.
 - c) Inspection: The Product is subject to inspection and acceptance by the City. If unsatisfied, the Product will be held for correction at the Proponent's risk and expense. The City reserves all right to reject defective or non-conforming Product. No payment of all or part of the purchase price shall constitute acceptance of the Product by the City.
 - d) Risk of Loss: Risk of loss in the Product remains with the seller until the Product has been delivered and accepted by the City.
 - e) Warranty: Unless otherwise specified in the order, the Product shall be subject to the manufacturer's standard documents to the City.
 - f) Documentation: The Product shall be delivered with all materials, products and all technical manuals. The technical manuals must contain general specifications, troubleshooting and complete teardown and/or re-assembly procedures for all components.

EFFECT OF RFP

26. This RFP is not intended to be a proposal or otherwise subject to the laws applicable to competitive bidding. Until such time as the City signs a definitive agreement with a Proponent, the City does not intend to create a contractual relationship or any other legal duties or obligations with any Proponent.
27. Proponents may withdraw or amend their Proposals at any time by written notice to the City, prior to the Proponent and the City entering into a formal contract.
28. Submission of a Proposal does not obligate the City to accept any Proposal or to proceed further with the entering into of an agreement with any Proponent. Consideration of any Proposal shall be in the City's sole discretion.
29. The City 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, including extending the deadline for submission of Proposals;
 - c) Accept any non-compliant, conditional or irregular Proposal or any alternate Proposal, in whole or in part;
 - d) 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 by giving written notice to the City;

- f) Negotiate any and all aspects of any Proposal and the conditions of any contract with the City (including, without limitation, those provisions relating to pricing, goods, services, and/or the terms and conditions of supply) with any one or more Proponents at any time in its sole discretion, whether before, during or after the selection and evaluation process; and/or
- g) Cancel this procurement at any time for any reason and thereafter proceed in any manner it sees fit.

CONFIDENTIALITY, PUBLIC ANNOUNCEMENTS

- 30. Proponents are expected to keep confidential all documents, data, information and other materials of the City which are provided to or obtained or accessed by a Proponent in relation to this RFP, other than documents which the City places in the public domain. Proponents are expected to refrain from making any public announcements or news releases regarding this RFP or the entering into of a contract pursuant to this RFP, without the prior written approval of the City.
- 31. Proponents are advised that the City 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 municipality. Proponents are advised that pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan), the City may be required to disclose the RFP documents and/or parts of any proposal in response to this RFP.

CONFLICT OF INTEREST

- 32. Proponents are asked to disclose to the City in writing whether they have any actual, potential or perceived conflicts of interest relating to their participation in this RFP or their provision of the requested services to the City, and if so, the nature of each conflict of interest. If the City receives disclosure of a conflict of interest from a Proponent, the City may in its sole discretion take one or more of the following steps:
 - (a) Require the Proponent to address the conflict of interest to the satisfaction of the City;
 - (b) Disqualify the Proponent from further participation in the RFP; or
 - (c) Such other steps as the City may deem appropriate.
- 33. Further, if the City learns that a Proponent has failed to identify a conflict of interest, the City may disqualify the Proponent from this RFP or take such other steps as the City may deem appropriate.
- 34. For the purposes of this RFP "conflict of interest" includes any situation or circumstance where, in relation to a City procurement competition, a 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) Any relationship between the Proponent (including its management) and the City, members of Council, its management, or other City personnel involved in this RFP, which may give rise to a conflict of interest;
 - (b) Having, or having access to, information in the preparation of its Proposal 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 the City that is not related to the creation, implementation or evaluation of this or a related procurement;
 - (c) Communicating with any person with a view to influencing preferred treatment in the procurement competition (including but not limited to the lobbying of decision makers

involved in the procurement competition); or

- (d) 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.

TRADE AGREEMENTS

- 35. Proponents are advised that procurements issued by the City which fall within the scope of New West Partnership Trade Agreement or the Agreement on Internal Trade are subject to the applicable provisions of those trade agreements.

COSTS/EXPENSES

- 36. All costs and expenses incurred by a Proponent in connection with this RFP are the responsibility of the Proponent. This includes all line locates for all utilities at the specified location. The City will not reimburse Proponents for any such costs or expenses.

Schedule A – Product Requirement

The intent of the Request for Proposals is to obtain offers to supply:

- (a) One (1), shipping container
 - 53' long x 8.5' wide x 9.5' high
 - 7x7 roll-up door in opposite end of container from swinging doors
 - Painted using enamel oil based paint
 - Two (2) 6" x 9" vents
 - Four (4) 2" x 6" vents

- (b) One (1), shipping container
 - 7' long x 6' wide x 6' high
 - Painted using enamel oil based paint
 - Two (2) 6" x 9" vents
 - Four (4) 2" x 6" vents

Schedule B – Proposal Form

Submit Proposal:

By Mail:

Community Development
Parks & Recreation Office
City of Yorkton
Box 400, Yorkton, SK
S3N 2W3

In Person:

Community Development,
Parks & Recreation Office
Gallagher Centre
455 Broadway Street West, Yorkton

By Email:

cdpr@yorkton.ca
*It is the responsibility of the proponent
to confirm the email has been received.*

Proponent Information:

Proponent's Legal Name: _____

Address: Street/PO Box: _____

City: _____ Province: _____ Postal Code: _____

Contact Person: _____

Phone: _____ E-mail: _____

Price Proposal:

One (1) 53' long x 8.5' wide x 9.5' high shipping container \$ _____

One (1) 7' long x 6' wide x 6' high shipping container \$ _____

G.S.T. \$ _____

P.S.T. \$ _____

Total Price Proposal for two (2) products \$ _____

Price Proposals should be based on the Project specifications as per the Minimum Requirements and Desired Specifications. In addition, price proposals should include all items or features not specifically called for, but which are required for the project.

Signature:

The undersigned Proponent has signed this Proposal Form on _____, 2019.

Name of Proponent: _____

Signature: _____