



## **Request for Tenders**

### **Transit Stop Janitorial**

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

**Closing Date:  
March 22, 2019 at 4:00 p.m.**

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## INTRODUCTION

1. The City of Yorkton (the "**City**") is inviting tenders ("**Tenders**") from interested contractors for the supply of janitorial services, comprised of:
  - (a) City of Yorkton – Transit Stop Janitorial  
(the "**Service**")
2. The purpose of this Request for Tender ("**RFT**") process is to select the vendor or vendors to enter into an agreement with the City to supply the Service. Further details about the Service and associated specifications requested by the City are set out in the RFT Documents (as defined below).

## SUBMISSION OF QUOTATIONS

3. Proponents should submit one copy of their Tender to the following address by **4:00 p.m. (Saskatchewan Time) on March 22, 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](mailto:cdpr@yorkton.ca)

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

Tenders should be submitted in a sealed envelope with the Proponent's name and the name of this RFT 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 Tender, should contact Taylor Morrison by email to [tmorrison@yorkton.ca](mailto:tmorrison@yorkton.ca). The City may, in its sole discretion, allow additional time for Proponents to submit a Tender.
5. Tenders and accompanying documentation provided to the City in response to this RFT will not be returned.

## RFT DOCUMENTS

6. The following documents are attached to and form part of this RFT:

Schedule A – Transit Route Map

Schedule B – Transit Locations Requiring Janitorial Duties

Schedule C – Scope of Work

Schedule D – Supplies, Equipment & Tools

Schedule E – Tender Form

7. The RFT Documents are provided to Proponents for the sole purpose of obtaining Tenders to perform the work described in this RFT, and do not confer any license or grant permission for any other use.

### **INQUIRIES/ADDENDA**

8. Any inquiries concerning this RFT should be submitted by email to [cdpr@yorkton.ca](mailto:cdpr@yorkton.ca).
9. All inquiries should be in writing and received by the City not less than five (5) days before the deadline set for submission of Tenders.
10. 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.
11. Proponents should refrain from contacting other employees, agents or members of Council of the City in respect of this RFT process, including for the purposes of lobbying or attempting to influence the outcome of this RFT process. Any such contact may, in the City's sole discretion, result in disqualification.
12. The City may make changes to the RFT Documents prior to the RFT submission deadline.
13. Proponents are responsible for addressing all addenda in preparing their Tenders and should confirm, prior to submitting their Tender, that all issued addenda have been received.

### **CONTENT OF TENDERS**

14. Tenders should be made on the form provided in Schedule E – Tender Form, and in accordance with any directions stated in Schedule E – Tender Form.
15. In addition, Tenders should be accompanied by such other information or submittals as are indicated in Schedule E – Tender Form.
16. Proponents must submit the following with their tender:
  - a) A copy of the Proponent's Letter of Good Standing from the Workman's Compensation Board.
  - b) A copy of the Proponent's \$2,000,000.00 liability insurance coverage certificate.
  - c) A copy of the Proponent's City of Yorkton Business license.
17. The City expects that the pricing provided in each Proponent's Tender will remain available for a period of thirty (30) days following the Tender submission deadline in order to allow the City sufficient time to review and evaluate Tenders.

### **EVALUATION PROCESS**

18. Tenders will be opened and evaluated privately.
19. In evaluating Tenders, the City will consider the following evaluation criteria:
  - a) Satisfaction of the City's stated technical specifications for the Service ;
  - b) The Proponent's price proposal;
  - c) The proponent's proposed Service completion schedule;
  - d) Applicable warranty terms for the Proponent's installed materials and supplies;
  - e) The City's past experience in dealing with a Proponent;
  - f) Related experience of the Service team;
  - g) Such other factors as the City considers relevant.

20. 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.
21. The City may request clarification and/or additional information from a Proponent during the evaluation process.
22. In evaluating Tenders, the City may, in its sole discretion, waive any defects, irregularities, or non-conformances with the requirements of this RFT, and may consider each Tender on its merits regardless of any such defects, irregularities, or non-conformances.
23. 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 Tender after receiving this notification.

#### **FORM OF CONTRACT**

24. The successful Proponent will be expected to enter into a contract/purchase order with the City for Service, in a form presented by the City. The City intends that such contract/purchase order will include the following terms:
  - a) Payment: Processed and extended to the contractor upon receipt of invoice from the contractor.
  - b) Delivery: Delivery of the Service shall be done at the transit stop locations contained within this tender.
  - c) Inspection: The Service is subject to inspection and acceptance by the City. If unsatisfied, the Service will be held for correction at the Proponent's risk and expense. The City reserves all right to request correction of unsatisfied Service. No payment of all or part of the purchase price shall constitute acceptance of Service by the City.

#### **EFFECT OF RFT**

25. This RFT is not intended to be a tender 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.
26. Proponents may withdraw or amend their Tenders at any time by written notice to the City, prior to the Proponent and the City entering into a formal contract.
27. Submission of a Tender does not obligate the City to accept any Tender or to proceed further with the entering into of an agreement with any Proponent. Consideration of any Tender shall be in the City's sole discretion.
28. The City may, in its sole discretion, at any time and for any reason:
  - a) Reject any and all Tenders (including, for greater certainty, the lowest cost Tender);
  - b) Modify or vary any aspect of this RFT at any time before or after the time for submission of Tenders, including extending the deadline for submission of Tenders;
  - c) Accept any non-compliant, conditional or irregular Tender or any alternate Tender, in whole or in part;
  - d) Discuss the terms of a Tender submitted by a Proponent with that Proponent at any time, on a confidential basis, for the purposes of clarification and/or negotiation of that Tender;
  - e) Allow any Proponent submitting a Tender to modify or vary any aspect of its Tender at any

- time by giving written notice to the City;
- f) Negotiate any and all aspects of any Tender 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**

- 29. 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 RFT, 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 RFT or the entering into of a contract pursuant to this RFT, without the prior written approval of the City.
- 30. 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 RFT documents and/or parts of any tender in response to this RFT.

#### **CONFLICT OF INTEREST**

- 31. 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 RFT 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 RFT; or
  - (c) Such other steps as the City may deem appropriate.
- 32. Further, if the City learns that a Proponent has failed to identify a conflict of interest, the City may disqualify the Proponent from this RFT or take such other steps as the City may deem appropriate.
- 33. For the purposes of this RFT "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 RFT, which may give rise to a conflict of interest;
  - (b) Having, or having access to, information in the preparation of its Tender 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.

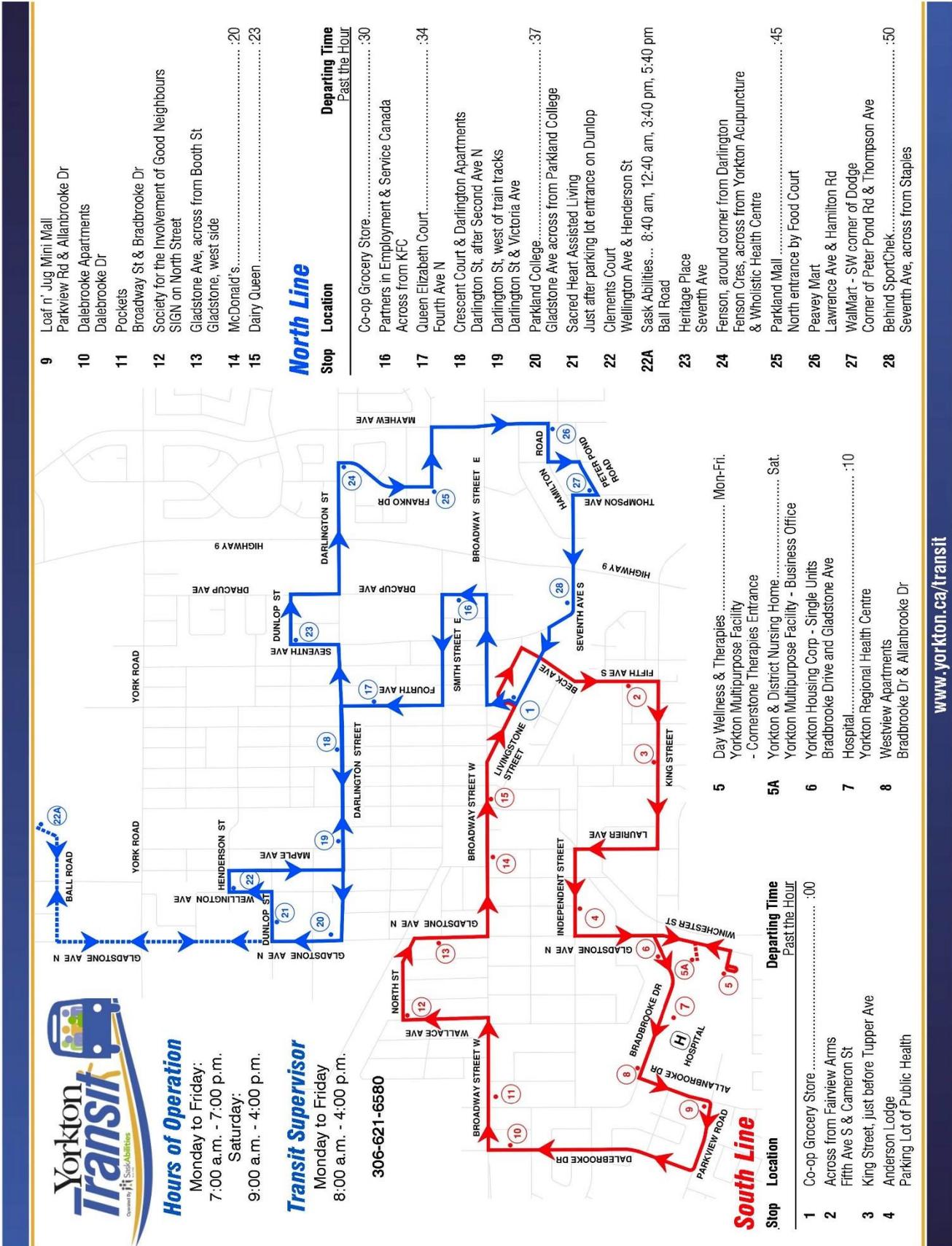
**TRADE AGREEMENTS**

- 34. 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**

- 35. All costs and expenses incurred by a Proponent in connection with this RFT 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 - Transit Route Map**



**Schedule B - Sheltered Transit Locations Requiring Janitorial Duties**

<b>Transit Stop #</b>	<b>Landmark</b>	<b>Address</b>
1	Coop Food Store	4 <sup>th</sup> Ave South and Livingston Street
4	Anderson Lodge	Independent Street and Melrose Ave
6	Housing Units	207 Bradbrooke Drive
8	Apartments	329 Bradbrooke Drive
9	Loaf n' Jug	Parkview Road and Allanbrooke Drive
11	Pockets	336 Broadway Street West
12	SIGN	North Street and Wallace Ave
22	Clements Court	299 Wellington Park Road
26	Peavey Mart	291 Hamilton Road

**10 stops total**

Additional shelters may be installed as required by ridership, and as available through budget. Any new shelters added would be added to the janitorial contract, using the rates established in the contract resulting from this RFT, and advance notice provided to the successful proponent.

**Schedule C – Scope of Work**

<b>Spring/Summer/Fall Season – May 1 to September 30</b>	
<b>All Sheltered Transit Stops</b>	
As required, but minimum of once every 7 days	Litter and garbage pickup Sweep out shelter, where applicable Replace garbage bag where required
As required, but minimum of once every 14 days	Clean shelter windows
As required	Removal of graffiti
<b>Winter Season - October 1 to April 30</b>	
<b>All Sheltered Transit Stops</b>	
As required, but minimum of once every 7 days	Litter and garbage pickup Sweep out shelter, where applicable Replace garbage bag where required
Completed on or about October 15	Clean shelter windows free of mud and residue (This is the final cleaning before the winter season.)
As required	Removal of graffiti

**Schedule D - Supplies, Equipment & Tools**

**Contractor Supplies Products, Equipment, and Tools**

The Contractor shall provide all supplies, equipment and tools required to meet the scope of work outlined in Schedule C.

**Schedule E – Tender Form**

**Submit Tender:**

**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: \_\_\_\_\_

Having reviewed the tender package and the scope of work, do hereby offer to supply the Transit Stop Janitorial services as outlined in this tender document for the following price:

**Hourly Price:**           \$ \_\_\_\_\_

**G.S.T.**                    \$ \_\_\_\_\_

**P.S.T.**                    \$ \_\_\_\_\_

**Total Hourly Price:**   \$ \_\_\_\_\_

**Additional Documents:**

The following is to be attached to this tender form for submission:

- a) A copy of the Proponent's Letter of Good Standing from the Workman's Compensation Board.
- b) A copy of the Proponent's \$2,000,000.00 liability insurance coverage certificate.
- c) A copy of the Proponent's City of Yorkton Business license.

**Signature:**

The undersigned Proponent has signed this Tender Form on \_\_\_\_\_, 2019.

Name of Proponent: \_\_\_\_\_

Signature: \_\_\_\_\_