



Sault Ste. Marie Police Service

**Request for Tender
2018-005**

SSMPS Janitorial Tender

**Date Issued: May 17th, 2018
Closing Time: Thursday, May, 31, 2018, 16:00. EST**

TABLE OF CONTENTS

1 DEFINITIONS3
2 INSTRUCTIONS TO PROPONENTS3
3 BACKGROUND4
4 SERVICES4
5 TENDER CONTENT5
6 EVALUATION5
7 SITE AUTHORITY6
8 TENDER GENERAL TERMS AND CONDITIONS6
9 GENERAL CONDITIONS OF THE CONTRACT9

TENDER SUBMISSION FORM11

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5 DEFINITIONS

Agreement: means the written contract between SSMPS and a Successful Proponent with respect to the Services contemplated by the RFT, and shall be deemed to include the terms and conditions for the provision of the Services as set out in this RFT.

Closing Date: means the date and time as set out in section 2.1 Tender Submission and Closing Date.

may/should: used in this RFT denote permissive (not mandatory).

MFIPPA: means the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56.

must/shall/will: used in the RFT denote imperative (mandatory). Tenders not satisfying imperative (mandatory) requirements will be deemed to be non-compliant and will not be considered for contract award.

SSMPS: means Sault Ste. Marie Police Service.

SSMPS Board: means the Sault Ste. Marie Police Services Board.

Preferred Proponent: means the Proponent whose Tender, as determined through evaluation analysis described in the RFT, provides the best overall value in meeting SSMPS's requirements, and may be recommended for award.

Tender: means an offer submitted by a Proponent in response to this formal RFT which includes all documents necessary to satisfy the submission requirements of the RFT.

Proponent: means a legal entity, being a person, partnership, firm or corporation that submits a Tender in response to a formal RFT.

RFT: means this Request for Tender package in its entirety, which includes all sections, appendices, schedules, and attachments as listed in the Table of Contents and any addenda that may be issued by SSMPS.

Selection Committee: means relevant representation of the SSMPS and such other persons as may be selected by SSMPS to evaluate the Tenders.

Service Provider: means the Successful Proponent with whom SSMPS enters into an Agreement

Services: means all services and deliverables to be provided by a Service Provider as described in this RFT.

Site Authority: means the SSMPS designate specified with authority pertaining to the provision of Services.

Successful Proponent: means the Proponent whose Tender is recommended for award to SSMPS Board or Board designate.

6 INSTRUCTION TO PROPONENTS

6.1 Tender Submission and Closing Date

Each Proponent is required to submit one copy of their Tender in a sealed package to:

Office of the Chief of Police
Sault Ste. Marie Police Service
580 Second Line East,
Sault Ste. Marie, ON P6B 4K1

The package should be clearly marked "RFT 2018-005 SSMPS Janitorial Tender", and include the Proponent's name and return address.

The Tender submission must be delivered **no later than 16:00 EST on Thursday, May 31, 2018.**

The Proponent must assume full responsibility for delivery and deposit of the completed Tender. SSMPS accepts no responsibility for any loss or delay with respect to Tenders that are delivered to any location other than that specified.

6.2 Enquiries/Addenda

Questions are to be submitted in writing no later than seven (7) calendar days prior to the Closing Date and sent to Gary Mancuso, Support Services at g.mancuso@ssmps.org

SSMPS shall determine, at its sole discretion, whether the query requires a response, and such responses will be made available to all Proponents by issue of addenda that will be incorporated into and form part of the RFT.

No oral conversation will affect or modify the terms of this RFT or may be relied upon by the Proponent.

7 BACKGROUND

Sault Ste. Marie Police Service is seeking one year pricing for the cleaning of the Police Services Building located at 580 Second Line East, with the option to extend the Contract for an additional year. Details of the cleaning schedule are contained in this document. The successful vendor will be required to provide as needed all cleaning equipment and supplies to complete the work other than what is specified in the document. When necessary the holding cells will need to be disinfected and may contain Bio-Hazards. The vendor must provide proper "Hospital Grade Cleaner to eliminate the Bio-Hazard, including disposal as well as PPE for the employees doing the work".

MANDATORY REQUIREMENTS

1. All employees will be required to complete a personal "Police Check" prior to working in the building at no cost to SSMPS
2. All cleaning Equipment and Supplies to be provided by the Vendor other than Garbage Bags, Paper Towels and Toilet Paper.
3. Hospital Grade Cleaner (Ultraquat or equivalent) to be supplied by Vendor as required for Bio-Hazards.
4. A weekly documented inspection log must be completed and signed by a Supervisor each week.
5. Vendor must supply three references of current contracts that we have your permission to contact.
6. Cleaning to be completed as per the Following schedule unless otherwise agreed upon in writing by both parties.

Basement after 9am, 6 days a week

Main Floor, after 7 pm, 6 days a week

2nd Floor after 4 pm

All weekend work can be combined into one shift on all floors as required

TENDER CONTENT

Proponents must provide a Tender that clearly outlines:

1. Yearly total price broken down into 12 Monthly Payments with option to extend pricing for an additional year at SSMPS choice
2. Vendor Must Supply three references of current contracts that we may contact
3. Description of the billing terms
4. Proof of Current WSIB/Health and Safety Training for All Workers
5. Proof of Current Insurance
6. Company Mission Statement

8 EVALUATION

Tenders will be evaluated using a best value approach considering both merit and price. The Selection Committee will score each of the components of the following evaluation table:

Stage 1 – Mandatory Requirements:	
Compliant Mandatory and Submission Requirements	Pass/Fail
Stage 2 – Tender Merits	
Price	60
References	10
H&S/Company Mission Statement	10
Proof of Current Insurance	10
Proof of current WHMIS/ MSDS/ WSIB / Health & Safety certifications	10
Total Available Points	100

If the Tender does not meet the requirements of Stage 1 - Mandatory Requirements, the Tender will be rejected.

Each of the components in Stage 2 - Tender Merits is evaluated and assigned a rating between 0% and 100%. The Selection Committee will rate each component on the basis of consensus. The rating percentage is then used to calculate a score based on the points allocated to that component. The following table outlines key rating percentages:

Key Rating %	Characteristics	
0%	Unacceptable	Does not meet any of the requirements.
30%	Poor	Does not meet all of the basic requirements.
60%	Fair	Meets the very basic requirements only. Minimally acceptable.
75%	Good	Meets all key requirements. An acceptable standard.
90%	Very Good	Meets all requirements and all expectations.
100%	Excellent	Exceeds the requirements. Provides additional benefit.

Example: If a component is evaluated as better than “Very Good” and rated at 95% and 30 points are allocated, the score for the component will be $0.95 \times 30 = 28.5$ points.

The Proponent must score a minimum of 60% of the available points in Stage 2 - Tender Merits, to be further considered and evaluated for the financial component of the Tender.

The Tender that achieves the highest total score will be ranked first. In the event of a tie in the total score, the Proponent with the lowest cost will be ranked first overall.

9 SITE AUTHORITY

The designated authority for this project is:

M. Davey
Inspector
Sault Ste. Marie Police Service
(705) 949 6300 ext. 350
m.davey@ssmps.org

10 TENDER GENERAL TERMS AND CONDITIONS

10.1 Tender Withdrawal and Acceptance Period

A Tender may be withdrawn at the office of the Chief of Police at any time by a request in writing signed by the Proponent. A Proponent who has withdrawn a Tender may submit a new Tender, but only in accordance with the terms of this RFT.

SSMPS requests that the Tender remain open for acceptance until sixty (60) days after the Tender Closing Date, or until such time as mutually agreed upon in writing.

10.2 Alternate Tenders

Proponents may submit an alternate Tender provided it complies with the essential requirements set forth in the RFT and contains adequate justification, including costs. Alternate Tenders should be marked as such, and included in a single package with any other Tender being submitted. It will be at the sole discretion of the Selection Committee to determine if an alternate Tender is acceptable and to be further considered for evaluation. Alternate Tenders will be individually evaluated. Tenders that do not comply with the essential requirements are not encouraged and will be rejected.

10.3 Solicitation of SSMPS Staff and Board Members

With the exception of the Inspector in Charge of Support Services, and except as otherwise specified by SSMPS, Proponents shall not, directly or indirectly, contact or communicate with, any individuals working for or associated with SSMPS in relation to this RFT. Any Proponent which SSMPS determines to be circumventing or subverting this process may, in SSMPS’s absolute discretion, be disqualified.

10.4 Influence

No person, partnership, firm, company, corporation, or organization shall attempt in any way, directly or indirectly either in private or in public, to influence the outcome of any SSMPS evaluation or Tender acceptance.

The Tender of any person, company, corporation or organization that does attempt to influence the outcome of any SSMPS purchasing process will be disqualified.

10.5 No Collusion

No Proponent may discuss or communicate about, directly or indirectly, the preparation or content of its Tender with any other Proponent or the agent or representative of any other Proponent of the prospective Proponent. If SSMPS discovers there has been a breach at any time, SSMPS reserves the right to disqualify the Tender or terminate any ensuing Agreement.

10.6 Conflict of Interest

In its Tender, the Proponent must disclose to SSMPS any potential conflict of interest that might compromise the performance of the Services. If such conflict of interest does exist, the SSMPS may, at its discretion, refuse to consider the Tender.

The Proponent must also disclose whether it is aware of any SSMPS employee, Board member or member having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises, the SSMPS may, at its discretion, refuse to consider the Tender or withhold the awarding to the Successful Proponent until the matter is resolved to SSMPS's sole satisfaction.

10.7 Ownership and Disclosure of Tender Documentation

The documentation comprising any Tender submitted in response to the RFT, along with all correspondence, documentation and information provided to SSMPS by any Proponent in connection with or arising out of this RFT, once received by SSMPS:

- a. shall become the property of the SSMPS; and
- b. shall become subject to the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"), and may be released, pursuant to that Act.

Because of *MFIPPA*, prospective Proponents are advised to identify in their Tender any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury. At a minimum, each Proponent's name along with the Tender total cost and total evaluated score shall be made public. Tenders will be made available to members of the SSMPS Board provided that their requests have been made in accordance with SSMPS's procedure and may be released to members of the public pursuant to *MFIPPA*.

10.8 Omission

SSMPS reserves the right in its sole discretion to accept or reject all or part of any Tender which is non-compliant with the requirements of this RFT.

10.9 Funding

The award of any contract shall be conditional upon funding availability as dictated by SSMPS budget and approval by SSMPS Board or designate.

10.10 Cost of Tender

Preparation and submission of a Tender in response to this RFT is voluntary and any costs associated with Tender preparation, submission, meetings, negotiations or discussions with SSMPS are solely that of the Proponent submitting the Tender.

10.11 No Claim

SSMPS will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Tender, or participating in negotiations for a contract, or other activity related to or arising out of this RFT. Except as expressly and specifically permitted in

this RFT, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFT, and by submitting a Tender, each Proponent shall be deemed to have agreed that it has no claim.

10.12 No Binding Contract

The SSMPS may, after reviewing the Tender received, enter into discussions with one or more of the Proponents, without such discussion in any way creating a binding contract. This RFT, or submission of a Tender, shall not create a legal binding contract.

10.13 Clarifications

As part of the evaluation process, SSMPS may make requests for further information with respect to the content of any Tender in order to clarify the understanding of the Proponent's response. SSMPS may request this further information from one or more Proponents and not from others.

10.14 Selection Committee

All Tenders will be evaluated by the Selection Committee through a review and analysis process defined by the Selection Committee. The Selection Committee will select the Tender which in its opinion meets SSMPS's requirements under this RFT and provides the best overall value to SSMPS, but the Tender selected, if any, will not necessarily be the one offering the lowest cost. Pricing is one of the components in determining the total score and ranking.

By responding to this RFT, Proponents will be deemed to have agreed that the decision of the Selection Committee will be final and binding.

10.15 Interviews

Proponent(s) may be invited to an interview with the Selection Committee, the results of which will be used by the Selection Committee as a mechanism to revisit, revise, confirm, and finalize the scores and select the Successful Proponent.

A representative(s) of a Proponent who is invited to an interview is expected to be thoroughly versed and knowledgeable with respect to the requirements of the RFT and the contents of its Tender, and must have the authority to make decisions and commitments with respect to matters discussed at the interview, which may be included in the Agreement.

The Selection Committee may interview any Proponent(s) without interviewing others, and SSMPS will be under no obligation to advise those not receiving an invitation until completion of the evaluation and selection process.

10.16 Negotiations

SSMPS shall have the right to negotiate on such matters as it chooses with any short-listed Proponent, as selected by the Selection Committee, without obligation to necessarily communicate, negotiate, or review similar modifications with other Proponents. SSMPS shall incur no liability to any other Proponent as a result of such negotiation of alternative arrangements.

During negotiations, the results of which may be used by the Selection Committee as a mechanism to revisit, revise, and finalize the scores and select the Successful Proponent, the Services may be revised and any identified issues and concerns may be resolved.

10.17 Ownership and Confidentiality of SSMPS Provided Data

All correspondence, documentation and information provided by SSMPS staff to any Proponent or prospective Proponent in connection with, or arising out of this RFT, the Services or the acceptance of any Tender:

- a. is and shall remain the property of SSMPS;
- b. must be treated by Proponents and prospective Proponents as confidential; and
- c. must not be used for any purpose other than for replying to this RFT, and for fulfillment of any related subsequent Agreement.

10.18 Publicity

The Proponent and its affiliates, associates, third-party service providers, and sub-contractors shall not release for publication any information in connection with this RFT or any Agreement without prior written permission of the SSMPS.

11 GENERAL CONDITIONS OF THE CONTRACT

11.1 Termination

SSMPS may terminate any issuing Agreement at any time subject to thirty (30) days written notice to the Service Provider. SSMPS shall provide appropriate compensation to the Service Provider proportionate to the Services satisfactorily performed by the Service Provider prior to the termination date.

11.2 Compliance with Laws and Licensing

The Service Provider will be responsible for a strict adherence to all Federal, Provincial, and Municipal statutes, regulations, by-laws, codes, and codes of professional conduct, and where applicable must obtain all permits and licenses.

11.3 Health and Safety

The Service Provider shall perform all work in compliance with the Occupational Health and Safety Act of Ontario.

The Service Provider acknowledges its duty as an employer and a supervisor under the Occupational Health and Safety Act and under the applicable regulations and in particular, that the Service Provider shall take every precaution reasonable under the circumstances for the protection of a worker.

The Service Provider acknowledges possession of a copy of the Occupational Health and Safety Act and applicable regulations for these Services.

The Service Provider shall provide all required safety and personal protective equipment as required under the Occupational Health and Safety Act or the Safety Policies of the Proponent. SSMPS has the right to stop the work if improper performance of any kind is being carried out.

The Service Provider releases and discharges SSMPS from any claim or demand for any action taken by SSMPS to exercise its duties of due diligence under the Occupational Health and Safety Act.

11.4 Indemnification

The Service Provider shall indemnify and hold harmless SSMPS and their respective officers, directors, agents and employees, and each of them, from and against claims, demands, losses, costs, damages, actions, suits or proceedings by third parties that arise out of, or are attributable to, the Service Provider's performance of the Services.

11.5 Confidentiality

The Service Provider shall treat as confidential all information of any kind which comes to the attention of the Service Provider in the course of carrying out the Services and shall not disseminate such information for any reason without the express written permission of SSMPS.

11.6 Method of Payment

Payment shall be made within thirty (30) days of receipt of an invoice, provided the Services as identified on the invoice have been performed and accepted by the Supervisor in charge of Support Services.

TENDER SUBMISSION FORM

We have carefully examined all documents issued as part of this RFT and have a clear and comprehensive knowledge of the requirements, terms and conditions of this RFT.

We acknowledge receipt of _____ addendums.

Tender Submitted by:

Proponent: (Full Legal Name) _____

Address: _____

Address: _____

Contact Person: _____

Telephone: _____

Email: _____

Signature of Authorized Officer: _____

Name: _____

(I have authority to bind the Corporation, Company, or Partnership)

Signature of Witness: _____

Name of Witness: _____

A witness signature is required only when the Proponent is not a Corporation.