

The Rural Municipality of Clayton No. 333

Mowing Services

Request for Proposal (RFP)

Competition No.: RM333-2026-002

Date Issued: March 27, 2026

Submission Deadline: April 14, 2026

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PART 1 – INTRODUCTION AND BACKGROUND

1.1 Summary of Opportunity

The Rural Municipality of Clayton No. 333 (hereinafter referred to as “the RM”) is accepting Request for Proposals (RFP) from qualified contractors for roadside mowing operations within the RM in accordance with applicable environmental and land use requirements.

The RFP may result in the award of one Agreement. The maximum initial term of the Agreement is intended to be for a period of one (1) year, with an option in favour of the RM to extend the term for two (2) additional periods of one (1) year for a combined three (3) year total term.

Detailed requirements can be found in Appendix A (Goods/Services) and Appendix D (Work Plan).

The RFP may result in the award of one Agreement.

1.2 About the RM

The Rural Municipality of Clayton No. 333 is located in east-central Saskatchewan, approximately 116 km northeast of Yorkton, Saskatchewan. The RM serves a primarily agricultural economy with a land base of 1,380.68 square kilometres.

1.3 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be:

Name: Tanya Papp
Title: Administrator
Email: rm333@sasktel.net

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the RM, 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 proposal.

1.4 RFP Timetable

Issue Date of RFP	March 27, 2026
Deadline for Questions	April 9, 2026
Deadline for Issuing Addenda	April 7, 2026
Submission Deadline	April 14, 2026

1.5 Project Schedule

Project Deadline: The initial (top) cut will be completed between July 1 to August 15, 2026 with the final cut being completed by October 15, 2026.

1.6 Definitions

Throughout this Request for Proposal, the following definitions apply:

“Addenda”: means all additional information regarding this RFP including amendments to the RFP;

“Contract”: means the written agreement resulting from negotiation or subsequent request executed by the RM and the successful Proponent or Proponents which is enforceable or otherwise recognizable at law;

“Evaluation Team”: The committee that will conduct the evaluation of Proposals;

“Must” or “mandatory”: means a requirement that must be met for a proposal to receive consideration;

“Proponent”: means a person or entity (excluding its parent, subsidiaries, or other affiliates) with the legal capacity to contract, that submits a response to the RFP;

“RM”: means Rural Municipality of Clayton No. 333;

“Request for Proposal or “RFP”: means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the RM by Addenda;

“Response”: means the submission of a response to this request;

“Supplier” or “Contractor”: the person or company that could be selected to provide products and/or services under the terms of negotiation or subsequent request to supply. This extends to and includes any sub-contractors to the supplier;

PART 2 – PROPOSAL DELIVERY AND FORMAT

2.1 Submission of Proposals

Proposals must be electronically delivered in pdf format to the RM at: rm333@sasktel.net

Proposals are to be submitted in English only. The email delivery size shall be no larger than 20MB. The subject line shall read: **RFP Competition No.: RM333-2026-002 – Mowing RFP**

2.2 Proposals to be Received on Time

Proposals must be received by email before 10:00 am CST on April 14, 2026. Proposals received after the Submission Deadline will not be accepted. The RM 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.

2.3 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment via email prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

2.4 Withdrawal of Proposals

To withdraw a proposal, a notice of withdrawal must be received by the RFP Contact by the submission deadline, before 10:00 am CST on April 14, 2026, and should be signed by an authorized representative of the proponent. The RM is under no obligation to return withdrawn proposals.

PART 3 – EVALUATION AND NEGOTIATION

3.1 Stages of Evaluation and Negotiation

The RM will conduct the evaluation of proposals and negotiations in the following stages:

3.2 Stage I – Mandatory Requirements

Stage I is expected to consist of a review to determine which proposals comply with all of the mandatory requirements. If a proposal fails to satisfy any mandatory requirement, the RM may choose, in its sole discretion, to not evaluate such proposals further. The mandatory requirements are detailed in Appendix A.

3.2.1 Pricing Form (Appendix B)

Only at the completion of all other rated criteria for all Eligible Proposals will the RFP Contact and evaluation committee evaluate the Pricing Form (Appendix B) of Eligible Proposals.

Each proposal shall include a completed Fee Schedule (Appendix B).

Pricing will be scored based on a relative pricing formula based on the information provided in the Fee Schedule (Appendix B).

Each Proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula:

$$\text{Lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

3.2.2 Submission Form (Appendix C)

Each proposal shall include a Submission Form (Appendix C), completed, and signed by an authorized representative of the proponent.

3.3 Stage II – Evaluation

The RM will evaluate each qualified proposal based on the rated criteria as set out in the Goods/Services Description (Appendix A).

PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

4.1.1 Proponents to Follow Instructions

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

4.1.2 Proposals in English

All proposals are to be in English only.

4.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached may not be considered to form part of its proposal.

4.1.4 References and Past Performance

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

4.1.5 Information in RFP Only an Estimate

The RM 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. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

4.1.6 Proponents to Bear Their Own Costs

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

Proposal to be Retained by the RM. The RM will not return the proposal, or any accompanying documentation submitted by a proponent.

4.1.7 Trade Agreements

Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement (CFTA) and/or the New West Partnership Trade Agreement (NWPTA) and/or the Agreement on Government Procurement are subject to those trade agreements, but that the rights and obligations of the parties will be governed by the specific terms of this RFP.

4.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The RM makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement with the selected proponent may not be an exclusive contract. The RM may contract with others for the same or similar Goods/Services to those described in this RFP or may obtain the same or similar Goods/Service internally.

4.1.9 Property Damage

The Contractor shall be responsible for any damage caused to culverts, drainage structures, utilities, or other property during the performance of the work, and shall repair or replace such damage at their own expense. Property damage must be reported to the RM.

Final Payment will be based on a review of the mowed areas by the Council and/or Maintenance Foreman.

4.2 Communication after Issuance of RFP

4.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information by email 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 RM is under no obligation to provide additional information, and the RM 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 RM is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

4.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the RM, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be provided to all Proponents through the same process that the original RFP was issued.

4.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the RM determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the RM may add as deemed necessary by the RM.

4.2.4 *Verify, Clarify and Supplement*

When evaluating proposals, the RM 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 proposal. The response received by the RM shall, if accepted by the RM, form an integral part of the proponent's proposal.

The RM may consider information independently obtained by the RM about the proponent or its proposal in the course of the RM's own due diligence, including any previous dealings or experience by it or others, if any, with a proponent.

4.2.5 *Time Disputes*

In the event of a dispute regarding time, the RM of Clayton No. 333's time clock will govern.

4.3 **Notification and Debriefing**

4.3.1 *Notification to Other Proponents*

Once an agreement is signed by the RM and the lead proponent, other proponents may be notified of the outcome of the procurement process by public posting in the same manner that this RFP was originally posted.

4.3.2 *Debriefing*

Proponents may request a debriefing meeting with the RM. Such requests must be made to the RFP Contact within 20 days following the date of posting of a contract award notification in respect of the RFP. Debriefing meetings will be held by telephone unless otherwise arranged and will be held within fourteen (14) days of making the request.

4.4 Conflict of Interest and Prohibited Conduct

4.4.1 Conflict of Interest

The RM may disqualify a proponent, or take any other action it deems appropriate, for any conduct, situation or circumstances, determined by the RM, 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 the RM 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 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 a public entity, including the RM, 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.
- d) All proponents should advise the RM 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 RM, be disqualified from this RFP process if a proponent is found to have a Conflict of Interest.

4.4.2 Disqualification for Prohibited Conduct

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

4.4.3 Prohibited Proponent Communications

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

4.4.4 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 into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

4.4.5 *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 proponent(s).

4.4.6 *Illegal or Unethical Conduct*

Proponents are not to engage in any illegal business practices, including but not limited to activities such as bid-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 RM; deceitfulness; submitting proposals 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.

4.5 Confidential Information

4.5.1 *Confidential Information of Purchasing Entity*

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

- a) is the sole property of the RM 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 contract for the Deliverables;
- c) must not be disclosed without prior written authorization from the RM.

4.5.2 *Confidential Information of Proponent*

Except as provided otherwise in this RFP, or as may be required by Applicable Laws, the RM will treat the Proponents' Proposals (including, but not limited to pricing and product information) and any information gathered in any related process as confidential and will restrict access to such information to those of its employees or advisors who require access to the information for the purposes of this RFP and who are subject to binding confidentiality obligations.

The RM does not intend to treat as confidential any information that is or becomes generally available to the public other than as a result of disclosure by the RM.

4.6 Contract

4.6.1 *Submission of Proposal*

By submitting a proposal, the Proponent agrees that should its proposal be successful, the Proponent will enter into an Agreement. Terms and conditions to be finalized to the satisfaction of the RM.

4.6.2 *No Contract until Execution of Written Agreement*

This RFP process is intended to identify prospective proponents for the purposes of entering into potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between a proponent and the RM by this RFP process. A legal relationship will not arise until there is an execution of a written agreement.

4.6.3 *Effect of this RFP*

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

- a) choose whether to evaluate any proposal.
- 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 of the Deliverables.
- e) reject any proposal.
- 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 of the Deliverables under any terms.
- h) at any time before awarding the contract, the RM 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 contract, 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 contract.
 - ii. inspect the proponent's equipment and facilities that will be used to perform the contract to verify the bidder's technical or commercial capacity to perform the contract.
- i) cancel the RFP process without liability at any time.

4.7 **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; and
- 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 – GOODS/SERVICES DESCRIPTION

1. Scope

The RM invites proposals from qualified contractors to undertake roadside mowing services in compliance with all applicable environmental and land-use requirements. The successful proponent will be responsible for supplying all labour, equipment, materials, and supervision necessary to complete the work, including but not limited to the following tasks:

1.1 Project Specifications

- a) An initial top cut on all municipal roads plus a second and final full cut on certain roads, road allowances and road right of ways within the boundaries of the RM. Final cut requirements will be determined at a Council Meeting.
- b) Mowing IS NOT required along the Provincial Highways or Provincial Access Roads located in the RM.
- c) **The Municipality reserves the right to reduce the said approximate quantities.**
- d) The initial cut will be completed between July 1 to August 15, 2026 with the final cut being completed by October 15, 2026.
- e) Contractors will be required to work around roadsides covered by haying agreements with adjoining landowners.
- f) Contractors are responsible for providing the required equipment, implements, operators and fuel for mowing operations.

1.2 Communications

- a) Contractors are responsible for communications with Divisional Councillors and/or the Maintenance Foreman prior to each cut in order to ensure cutting is completed with specific mowing parameters and within set timelines for completion.
- b) Once the mowing maps are reviewed and confirmed at a Council Meeting, detailed mowing maps of the work area will be made available to the Contractor for pick up at the Municipal Office.
- c) Contractors will be required to track and provide the Municipal Office with a detailed account of mowing completed along the Dyck Memorial Road including dates, times and charges for this designated haul road.

1.3 Quality Control

- a) Cutting height should be less than approximately 6".
- b) Contractors may be requested to re-mow any excessively ragged or high cutting height areas without additional compensation.
- c) Mowing must be completed in a manner so that minimal or no debris is deposited on the road surface.

1.4 Weed Management

- a) Contractors are required to clean off equipment before entering and leaving the RM as well as before and after each daily cut.
- b) Contractors are also responsible for notifying the RM of any noxious weeds spotted during mowing operations and must be documented on maps.

MANDATORY REQUIREMENTS

Mandatory Requirements	Evaluation
1. Authorized Signature The form must be executed by an authorized signatory of the Proponent.	Pass or Disqualification
2. Liability Insurance A bid shall only be accepted if accompanied by a proof of a minimum \$5,000,000 liability insurance.	Pass or Disqualification
3. Workers Compensation Board Clearance The contractor must provide Workers Compensation Board Clearance.	Pass or Disqualification

RATED CRITERIA

Proposals shall be evaluated based on the following criteria:

	Category	Available Points
1	Price	25
2	Contractor Experience & References	30
3	Capacity and Resources	30
4	Proposed Schedule	15
Total Points:		100

1. Pricing

See Appendix B – Fee Schedule

2. Relevant Experience & References

Describe your experience in roadside mowing, including years of experience and any work with Saskatchewan municipalities. List previous performance and experience in the Rural Municipality of Clayton No. 333. Also note your knowledge of provincial environmental standards, safety regulations, and relevant municipal bylaws.

Provide at least two business references from previous clients with whom you have completed similar work with. Include a summary of the services rendered for each reference, along with their full contact details (name, organization, phone number, and email address).

3. Capacity and Resources

Provide details regarding your company's capacity to complete the roadside mowing project.

- List the number and type of crews and equipment.
- Provide backup plans for equipment failure.
- Outline your company's ability to handle peak season demand.
- Provide any sub-contracting or partnership arrangements.

4. Capacity and Resources Proposed Schedule

Provide a work plan and schedule that includes the following in respect of the development and completion of the required services as stated in the Scope of Services in the RFP:

- The work plan should demonstrate the proponent's ability to develop and complete the required services.
- The Proponent should clearly develop a schedule that is in the best interest of the RM in terms of contractor availability and project completion. Mowing commitments for the year should be listed.

APPENDIX B – FEE SCHEDULE

How to Complete the pricing form:

- a) Provide a price for the solution listed. See Goods/Services Description (Appendix A)
- b) Rates must be provided per site and in Canadian funds.
- c) Rates quoted by the proponent must include all fees and charges.
- d) Consideration will not be given any other additional fees which are not included or listed in the Fee Schedule below.
- e) Fuel Surcharge must be based on rack price.

Activity	Description	Rate	GST	PST	Net Price
Mowing	Hourly Rate (per Mower)				
Fuel Surcharge					
Estimated Hours for Top Cut					
Comments/Notes:					

APPENDIX C - SUBMISSION FORM

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name/Title:	
Proponent Contact Phone:	
Proponent Contact Email:	

The proponent acknowledges the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process.

Signature of Proponent Representative

Title of Proponent Representative

Name of Proponent Representative

APPENDIX D – WORK PLAN

Attached are Divisional Maps of the Work Area with applicable information.