



Invitation to Tender

For

[Insert Title of ITT**]**

Invitation to Tender No.: **[**Insert ITT Number**]**

Issued: **[**Insert Date of Issue**]**

Submission Deadline: **[**Insert Date of Deadline**]** local time

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list_of_annexes

[**List annexes or additional appendices**]

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Bidders

This Invitation to Tender (the “ITT”) is an invitation by the City of Saskatoon (the “City”) to prospective bidders to submit bids for **[**Insert title of ITT**]**, as further described in Section A of the ITT Particulars (Appendix D) (the “Deliverables”).

[Insert initial mapping statement here: this should be an overview of the Deliverables**]**

1.2 ITT Contact

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

[Insert name and email of Contact**]**

Bidders and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the City, other than the ITT Contact, concerning matters regarding this ITT. Failure to adhere to this rule may result in the disqualification of the bidder and the rejection of the bidder’s bid.

1.3 Type of Contract for Deliverables

The selected bidder will be required to enter into an agreement with the City for the provision of the Deliverables in the form attached as Appendix A to the ITT (the “Agreement”). It is the City’s intention to enter into the Agreement with only one (1) legal entity. The term of the Agreement is to be for a period of **[**Set out Months or Years**]**, with an option in favour of the City to extend the Agreement on the same terms and conditions for an additional term of up to **[**insert length of additional optional term**]**.

1.4 ITT Timetable

| | |
|--|--|
| Issue Date of ITT | [**Insert date**] |
| Site Visit / Pre-Bid Meeting [**Remove if no site visit or pre-bid meeting**] | [**Insert date and time**] local time |
| Deadline for Questions | [**Insert date**] 4:00 PM local time |
| Deadline for Issuing Addenda | [**Insert date**] 4:00 PM local time |
| Submission Deadline | [**Insert date and time**] local time |
| Public Opening [**Remove if no public opening**] | [**Insert date and time**] local time |
| Anticipated Execution Date for Agreement | [**Insert date**] |
| Irrevocability Period | [**Insert number of days**] days |

The ITT timetable is tentative only, and may be changed by the City at any time.

[Insert details on site visit or pre-bid meeting if applicable**]**

[Insert details on public opening if applicable**]**

1.5 Submission of Bids

1.5.1 Bids to be Submitted at Prescribed Location

Bids must be submitted at:

Purchasing Services
222 Cardinal Crescent
Saskatoon, SK S7L 6H8

[If requesting an electronic copy of the submission, please insert instructions on how to submit it (USB, email, etc.)]

1.5.2 Bids to be Submitted on Time

Bids must be submitted at the location set out above on or before the Submission Deadline. Bids submitted after the Submission Deadline will be rejected. Onus and responsibility rest solely with the bidder to deliver its bid to the exact location (including floor, if applicable) indicated in the ITT on or before the Submission Deadline. The City does not accept any responsibility for submissions delivered to any other location by the bidder or its delivery agents. Bidders are advised to make submissions well before the deadline. Bidders making submissions near the deadline do so at their own risk.

1.5.3 Bids to be Submitted in Prescribed Format

Bidders must submit one (1) hard copy marked "Master Copy" and enclosed in a sealed package[, and one (1) electronic copy]. Bids should be prominently marked with the ITT title and number (see ITT cover page), with the full legal name and return address of the bidder. [If there is a discrepancy between the "Master Copy" hard copy and the electronic copy, the "Master Copy" hard copy will prevail.]

1.5.4 Amendment of Bids

Bidders may amend their bids prior to the Submission Deadline by submitting an updated bid via facsimile. Bidders should ensure the new submission clearly indicates which parts of the bid the amendment is intended to amend or replace. The new submission should be prominently marked with the ITT title and number and the full legal name and return address of the bidder to the location set out above.

1.5.5 Withdrawal of Bids

Bidders may withdraw their bids prior to the Submission Deadline. To withdraw a bid, a notice of withdrawal must be sent to the ITT Contact prior to the Submission Deadline and must be signed by an authorized representative of the bidder. The City is under no obligation to return withdrawn bids.

1.5.6 Bids Irrevocable after Submission Deadline

Bids shall be irrevocable for a period of 90 days running from the moment that the Submission Deadline passes.

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

The City will conduct the evaluation of bids in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which bids comply with all of the mandatory submission requirements. Bids that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the City, be disqualified and not evaluated further. The mandatory submission requirements are listed in Section C of the ITT Particulars (Appendix D).

2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the ITT, a bidder may not make any changes to any of the forms. Any bid containing any such changes, whether on the face of the form or elsewhere in the bid, may be disqualified.

2.3 Stage II – Mandatory Technical Requirements

Stage II will consist of a review to determine which bids comply with all of the mandatory technical requirements. Bids that do not comply with all of the mandatory technical requirements as of the Submission Deadline will, subject to the express and implied rights of the City, be rejected. The mandatory technical requirements are listed in Section D of the ITT Particulars (Appendix D).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each compliant bid in accordance with the evaluation method set out in Pricing (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

2.5 Selection of Lowest Compliant Bidder

Subject to the City's reserved rights, the compliant bidder with the lowest pricing will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the selected bidder will be determined by way of a draw.

2.6 Notice to Bidder and Execution of Agreement

Notice of selection by the City to the selected bidder shall be in writing. The selected bidder shall execute the Agreement in the form attached as Appendix A to this ITT and satisfy any other applicable conditions of this ITT, including the pre-conditions of award listed in Section E of the ITT Particulars (Appendix D), within fifteen (15) days of notice of selection. This provision is solely for the benefit of the City and may be waived by the City.

2.7 Failure to Enter into Agreement

If a selected bidder fails to execute the Agreement or satisfy any applicable conditions within fifteen (15) days of notice of selection, the City may, without incurring any liability, proceed with the selection of another bidder and pursue all other remedies available to the City.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE ITT PROCESS

3.1 General Information and Instructions

3.1.1 ITT Incorporated into Bid

All of the provisions of this ITT are deemed to be accepted by each bidder and incorporated into each bidder's bid. A bidder who submits conditions, options, variations or contingent statements to the terms as set out in this ITT, including the terms of the Agreement in Appendix A, either as part of its bid or after receiving notice of selection, may be disqualified. If a bidder is not disqualified despite such changes or qualifications, the provisions of this ITT, including the Agreement set out in Appendix A, will prevail over any such changes or qualifications in the bid.

3.1.2 Bidders to Follow Instructions

Bidders should structure their bids in accordance with the instructions in this ITT. Where information is requested in this ITT, any response made in a bid should reference the applicable section numbers of this ITT.

3.1.3 Bids in English

All bids are to be in English only.

3.1.4 No Incorporation by Reference

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

3.1.5 Past Performance

In the evaluation process, the City may consider the bidder's past performance or conduct on previous contracts with the City or other institutions.

3.1.6 Information in ITT Only an Estimate

The City and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this ITT or issued by way of addenda. Any quantities shown or data contained in this ITT or provided by way of addenda are estimates only, and are for the sole purpose of indicating to bidders the general scale and scope of the Deliverables. It is the bidder's responsibility to obtain all the information necessary to prepare a bid in response to this ITT.

3.1.7 Bidders to Bear Their Own Costs

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

3.1.8 Bid to be Retained by the City

The City will not return the bid or any accompanying documentation submitted by a bidder.

3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract

Unless otherwise expressly stated in the ITT, the City makes no guarantee of the value or volume of work to be assigned to the successful bidder. The Agreement will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of ITT

3.2.1 Bidders to Review ITT

Bidders shall promptly examine all of the documents comprising this ITT, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to the ITT Contact on or before the Deadline for Questions. All questions or comments submitted by bidders by email to the ITT Contact shall be deemed to be received once the email has entered into the ITT Contact's email inbox. No such communications are to be directed to anyone other than the ITT Contact, and the City shall not be responsible for any information provided by or obtained from any source other than the ITT Contact. The City is under no obligation to provide additional information. It is the responsibility of the bidder to seek clarification from the ITT Contact on any matter it considers to be unclear. The City shall not be responsible for any misunderstanding on the part of the bidder concerning this ITT or its process.

3.2.2 All New Information to Bidders by Way of Addenda

This ITT may be amended only by addendum in accordance with this section. If the City, for any reason, determines that it is necessary to provide additional information relating to this ITT, such information will be communicated to all bidders by addenda. Each addendum forms an integral part of this ITT and may contain important information, including significant changes to this ITT. Bidders are responsible for obtaining all addenda issued by the City.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify, Clarify and Supplement

When evaluating bids, the City may request further information from the bidder or third parties in order to verify, clarify or supplement the information provided in the bidder's bid. The response received by the City shall, if accepted by the City, form an integral part of the bidder's bid.

3.3 Notification and Debriefing

3.3.1 Notification to Other Bidders

Once the Agreement is executed by the City and a bidder, the other bidders shall be notified by public posting in the same manner that this ITT was originally posted of the outcome of the procurement process.

3.3.2 Debriefing

Bidders may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the ITT Contact and must be made within sixty (60) days of such notification.

3.3.3 Procurement Protest Procedure

If a bidder wishes to challenge the ITT process, it should provide written notice to the ITT Contact in accordance with the City's procurement protest procedures and any applicable trade agreement or other applicable bid protest procedures. The notice must provide a detailed explanation of the bidder's concerns with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this ITT, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the ITT process, the bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the City in the preparation of its bid that is not available to other bidders, (ii) communicating with any person with a view to influencing preferred treatment in the ITT process (including but not limited to the lobbying of decision makers involved in the ITT process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive ITT process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations contemplated under a contract for the Deliverables, the bidder's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The City may disqualify a bidder for any conduct, situation or circumstances, determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The City may disqualify a bidder, rescind a notification of selection or terminate a contract subsequently entered into if the City determines that the bidder has engaged in any conduct prohibited by this ITT.

3.4.4 Prohibited Bidder Communications

Bidders must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.4.5 Bidder Not to Communicate with Media

Bidders must not at any time directly or indirectly communicate with the media in relation to this ITT or any agreement entered into pursuant to this ITT without first obtaining the written permission of the ITT Contact.

3.4.6 No Lobbying

Bidders must not, in relation to this ITT 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 bidder(s).

3.4.7 Illegal or Unethical Conduct

Bidders must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Bidders must not 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 City; deceitfulness; submitting bids 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 ITT.

3.4.8 Past Performance or Past Conduct

The City may prohibit a supplier from participating in a procurement process 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 supplier to honour submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to have constituted a Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of the City

All information provided by or obtained from the City in any form in connection with this ITT either before or after the issuance of this ITT

- (a) is the sole property of the City and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this ITT and the performance of the Agreement;
- (c) must not be disclosed without prior written authorization from the City; and
- (d) must be returned by the bidder to the City immediately upon the request of the City.

3.5.2 Confidential Information of Bidder

A bidder should identify any information in its bid or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the City to advise or assist with the ITT process, including the evaluation of bids. If a bidder has any questions about the collection and use of personal information pursuant to this ITT, questions are to be submitted to the ITT Contact.

3.6 Reserved Rights and Limitation of Liability

3.6.1 Reserved Rights of the City

The City reserves the right to

- (a) make public the names of any or all bidders;
- (b) make changes, including substantial changes, to this ITT provided that those changes are issued by way of addendum in the manner set out in this ITT;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any bidder and incorporate a bidder's response to that request for clarification into the bidder's bid;
- (d) assess a bidder's bid on the basis of: (i) a financial analysis determining the actual cost of the bid when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this ITT, consider any other relevant information that arises during this ITT process;
- (e) waive formalities and accept bids that substantially comply with the requirements of this ITT;
- (f) verify with any bidder or with a third party any information set out in a bid;

- (g) check references other than those provided by any bidder;
- (h) disqualify a bidder, rescind a notice of selection or terminate a contract subsequently entered into if the bidder has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (i) select a bidder other than the bidder whose bid reflects the lowest cost to the City;
- (j) cancel this ITT process at any stage;
- (k) cancel this ITT process at any stage and issue a new ITT for the same or similar deliverables;
- (l) accept any bid in whole or in part; or
- (m) reject any or all bids;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.6.2 Limitation of Liability

By submitting a bid, each bidder agrees that

- (a) neither the City nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this ITT process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim; and
- (b) the bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profit or loss of opportunity by reason of the City's decision not to accept the bid submitted by the bidder, to enter into an agreement with any other bidder or to cancel this bidding process, and the bidder shall be deemed to have agreed to waive such right or claim.

3.7 Governing Law and Interpretation

These Terms and Conditions of the ITT 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 shall not be construed as intending to limit the pre-existing rights of the City; 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.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

[Insert Form of Agreement here**]**

APPENDIX B – SUBMISSION FORM

1. Bidder Information

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

2. Offer

The bidder has carefully examined the ITT documents and has a clear and comprehensive knowledge of the Deliverables required under the ITT. By submitting a bid, the bidder agrees and consents to the terms, conditions and provisions of the ITT, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in its bid.

3. Rates

The bidder has submitted its rates in accordance with the instructions in the ITT and in Pricing (Appendix C) in particular. The bidder confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

4. Addenda

The bidder is deemed to have read and accepted all addenda issued by the City prior to the Deadline for Issuing Addenda.

5. No Prohibited Conduct

The bidder declares that it has not engaged in any conduct prohibited by this ITT.

6. Conflict of Interest

The bidder must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the ITT. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the bid; **AND** (b) were employees of the City within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the bidder will be deemed to declare that (a) there was no Conflict of Interest in preparing its bid; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the ITT.

Otherwise, if the statement below applies, check the box.

- The bidder declares that there is an actual or potential Conflict of Interest relating to the preparation of its bid, and/or the bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the ITT.

If the bidder declares an actual or potential Conflict of Interest by marking the box above, the bidder must set out below details of the actual or potential Conflict of Interest:

7. Disclosure of Information

The bidder hereby agrees that any information provided in this bid, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The bidder hereby consents to the disclosure, on a confidential basis, of this bid by the City to the advisers retained by the City to advise or assist with the ITT process, including with respect to the evaluation this bid.

8. Bid Irrevocable

The bidder agrees that its tender shall be irrevocable for a period of **[**insert number of days**]** days following the Submission Deadline.

9. Execution of Agreement

The bidder agrees that in the event its bid is selected by the City, in whole or in part, it will finalize and execute the Agreement in the form set out in Appendix A to this ITT in accordance with the terms of this ITT.

Signature of Bidder Representative

Name of Bidder Representative

Title of Bidder Representative

Date

I have the authority to bind the bidder.

APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

- (a) Bidders should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their bids, or, if there is no table below, by completing the attached form and including it in their bids.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for GST and PST, which should be itemized separately.
- (c) **[**Revise this language as appropriate**]** Rates quoted by the bidder must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the City, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

[Insert how pricing will be evaluated. For example, will it be lowest stipulated sum or will the unit prices be multiplied by estimated volumes to obtain a total price for the purposes of evaluation?**]**

3. Required Pricing Information

[Insert pricing table or attach and refer to an separate pricing form **]**

APPENDIX D – ITT PARTICULARS

A. THE DELIVERABLES

[**Describe all information material to the Deliverables – provide an accurate description of the goods and services (including anticipated quantities) using neutrally drafted specifications**]

B. MATERIAL DISCLOSURES

[**Disclose all information material to the contract that could affect the bidder’s decision to bid or the bidder’s bid price, including but not limited to: unusual site conditions; unusual processes or procedures; delivery or performance restrictions; conditions of award or performance, such as performance security; any uncommon risks. If there are no material disclosures, insert N/A**]

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

Each bid must include a Submission Form (Appendix B) completed and signed by an authorized representative of the bidder.

2. Pricing (Appendix C)

Each bid must include pricing information that complies with the instructions contained in Pricing (Appendix C).

3. Bid Security

[**Insert details on bid security as required. If bid security is not required, insert N/A**]

4. Other Mandatory Submission Requirements

[**Insert other mandatory submission requirements here, such as licences, certificates or other required forms or documents. Items should be included here only if they are essential to the evaluation process. Many potential mandatory submission requirements, e.g. proof of insurance, can be treated as pre-conditions of award instead, and be required only of the selected bidder. If there are no other mandatory submission requirements, insert N/A**]

D. MANDATORY TECHNICAL REQUIREMENTS

[**Insert technical mandatory requirements that the bidder must demonstrate with respect to the Deliverables before price can be considered. These must be capable of assessment on a pass/fail basis, and should not be confused with performance requirements that the successful bidder must perform if awarded the contract. Failure to adequately meet these requirements may result in disqualification of the bid. If there are no mandatory technical requirements, insert N/A**]

E. PRE-CONDITIONS OF AWARD

[**Disclose any pre-conditions of award that must be met by the selected bidder before the contract can be awarded. For example, it is recommended that proof of insurance be required only of the selected bidder as part of the contract award process, rather than being a mandatory

submission requirement required of all bidders. If there are no pre-conditions of award, insert N/A**]