

Request for Proposals

For

[\*\*Insert Title of RFP\*\*]

Request for Proposals No.: [\*\*Insert RFP Number\*\*]

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

Submission Deadline: [\*\*Insert Date and Time\*\*] local time

# **TABLE OF CONTENTS**

<b>PART</b>	1 - INVITATION AND SUBMISSION INSTRUCTIONS	
1.1	Invitation to Proponents	3
1.2	RFP Contact	3
1.3	Type of Contract for Deliverables	3
	RFP Timetable	3
1.5	Submission of Proposals	3
<b>PART</b>	2 – EVALUATION AND AWARD	_
2.1		
2.2		
2.3	Stage II – Evaluation	
2.4	Stage III – Pricing	
2.5	Selection of Top-Ranked Proponent	
2.6	Notice to Proponent and Execution of Agreement	
2.7	Failure to Enter into Agreement	6
	3 – TERMS AND CONDITIONS OF THE RFP PROCESS	
3.1		
3.2	Communication after Issuance of RFP	
3.3	Notification and Debriefing	
3.4	Conflict of Interest and Prohibited Conduct	
3.5	Confidential Information	
	Reserved Rights and Limitation of Liability	
	Governing Law and Interpretation	
	NDIX A – FORM OF AGREEMENT	
	NDIX B - SUBMISSION FORM	
	NDIX C - PRICING	
	NDIX D - RFP PARTICULARS	
	HE DELIVERABLES	
	MANDATORY CURNINGS AND RECUIREMENTS	
	MANDATORY SUBMISSION REQUIREMENTS	
	MANDATORY TECHNICAL REQUIREMENTS	
	RE-CONDITIONS OF AWARD	
F. K	ATED CRITERIA	19

list\_of\_annexes ([\*\*List annexes or additional appendices\*\*])

### PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

# 1.1 Invitation to Proponents

This Request for Proposals (the "RFP") is an invitation by the City of Saskatoon (the "City") to prospective proponents to submit proposals for [\*\*Insert title of RFP\*\*], as further described in Section A of the RFP Particulars (Appendix D) (the "Deliverables").

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

#### 1.2 RFP Contact

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

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

Proponents 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 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.

# 1.3 Type of Contract for Deliverables

The selected proponent 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 RFP (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 RFP Timetable

Issue Date of RFP	[**Insert date**]	
Site Visit / Pre-Bid Meeting [**Remove if no	[**Insert date and time**] local time	
site visit or pre-bid meeting**]		
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	
Anticipated Execution of Agreement	[**Insert date**]	
Irrevocability Period	[**Insert number of days**] days	

The RFP 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\*\*]

### 1.5 Submission of Proposals

### 1.5.1 Proposals to be Submitted at Prescribed Location

Proposals 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 Proposals to be Submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected. Onus and responsibility rest solely with the proponent to deliver its proposal to the exact location (including floor, if applicable) indicated in the RFP on or before the Submission Deadline. The City 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.

## 1.5.3 Proposals to be Submitted in Prescribed Format

Proponents should submit one (1) hard copy of their proposal marked with "Master Copy" in a sealed package[, and one (1) electronic copy]. Proposals should be prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the proponent. [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 Proposals

Proponents may amend their proposals prior to the Submission Deadline by submitting an updated proposal via facsimile. The new submission should be 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.

### 1.5.5 Withdrawal of Proposals

Proponents may withdraw their proposals prior to the Submission Deadline. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact prior to the Submission Deadline and must be signed by an authorized representative of the proponent. The City is under no obligation to return withdrawn proposals.

#### 1.5.6 Proposals Irrevocable after Submission Deadline

Proposals 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 proposals in the following stages:

### 2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. Proposals 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 rejected. The mandatory submission requirements are listed in Section C of the RFP 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 RFP, a proponent may not make any changes to any of the forms. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, may be disqualified.

# 2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

# 2.3.1 Mandatory Technical Requirements

The City will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Proposals that do not comply with all of the mandatory technical requirements will, subject to the express and implied rights of the City, be disgualified and not evaluated further.

#### 2.3.2 Rated Criteria

The City will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix D).

### 2.4 Stage III – Pricing

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

### 2.5 Selection of Top-Ranked Proponent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and proponents will be ranked based on their total scores. Subject to the reserved rights of the City, the top-ranked proponent will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the selected proponent will be the proponent selected by way of proponent with the highest score on rated criteria.

# 2.6 Notice to Proponent and Execution of Agreement

Notice of selection by the City to the selected proponent shall be in writing. The selected proponent shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable conditions of this RFP, including the pre-conditions of award listed in Section E of the RFP 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 proponent fails to execute the Agreement or satisfy any pre-conditions of award within fifteen (15) days of notice of selection, the City may, without incurring any liability, proceed with the selection of another proponent and pursue all other remedies available to the City.

[End of Part 2]

### PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

#### 3.1 General Information and Instructions

### 3.1.1 RFP Incorporated into Proposal

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

### 3.1.2 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.

### 3.1.3 Proposals in English

All proposals are to be in English only.

### 3.1.4 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 will not be considered to form part of its proposal.

#### 3.1.5 Past Performance

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

### 3.1.6 Information in RFP Only an Estimate

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

# 3.1.7 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.

### 3.1.8 Proposal to be Retained by the City

The City will not return the proposal or any accompanying documentation submitted by a proponent.

### 3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract

Unless otherwise expressly stated in the RFP, the City makes no guarantee of the value or volume of work to be assigned to the successful proponent. 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 RFP

# 3.2.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising this RFP, and

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

in writing by email to the RFP Contact on or before the Deadline for Questions. All questions or comments submitted by proponents by email to the RFP Contact shall be deemed to be received once the email has entered into the RFP Contact's email inbox. No such communications are to be directed to anyone other than the RFP Contact. The City is under no obligation to provide additional information, and the City shall not be 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 City shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

## 3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents 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 proposals, the City may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's

proposal. The response received by the City shall, if accepted by the City, form an integral part of the proponent's proposal.

# 3.3 Notification and Debriefing

## 3.3.1 Notification to Other Proponents

Once the Agreement is executed between the City and a proponent, the other proponents shall be notified by public posting in the same manner that the RFP was originally posted of the outcome of the procurement process.

#### 3.3.2 Debriefing

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

### 3.3.3 Procurement Protest Procedure

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP 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 proponent'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 RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent 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 proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP 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 proponent'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 proponent 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 proponent, rescind a notice of selection or terminate a contract subsequently entered into if the City determines that the proponent has engaged in any conduct prohibited by this RFP.

### 3.4.4 Prohibited Proponent Communications

Proponents 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 Proponent Not to Communicate with Media

Proponents must 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.

### 3.4.6 No Lobbying

Proponents must 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).

### 3.4.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bidrigging, price-fixing, bribery, fraud, coercion or collusion. Proponents 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 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.

#### 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 its 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 an undisclosed 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 RFP either before or after the issuance of this RFP

- (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 RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the City; and
- (d) must be returned by the proponent to the City immediately upon the request of the City.

### 3.5.2 Confidential Information of Proponent

A proponent should identify any information in its proposal 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. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis to advisers retained by the City to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP 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 proponents;
- (b) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addendum in the manner set out in this RFP;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any proponent and incorporate a proponent's response to that request for clarification into the proponent's proposal;
- (d) assess a proponent's proposal on the basis of: (i) a financial analysis determining the actual cost of the proposal 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 RFP, consider any other relevant information that arises during this RFP process;
- (e) waive formalities and accept proposals that substantially comply with the requirements of this RFP:

- (f) verify with any proponent or with a third party any information set out in a proposal;
- (g) check references other than those provided by any proponent;
- (h) disqualify a proponent, rescind a notice of selection or terminate a contract subsequently entered into if the proponent 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 proponent other than the proponent whose proposal reflects the lowest cost to the City;
- (j) cancel this RFP process at any stage;
- (k) cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- (I) accept any proposal in whole or in part; or
- (m) reject any or all proposals;

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 proposal, each proponent 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 proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and
- (b) the proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the City's decision to not accept the proposal submitted by the proponent, to enter into an agreement with any other proponent or to cancel this proposal process, and the proponent shall be deemed to have agreed to waive such right or claim.

## 3.7 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 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. Proponent Information

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:					
Fax Number:					
Company Website (if any):					
Proponent Contact Name and Title:					
Proponent Contact Phone:					
Proponent Contact Fax:					
Proponent Contact Email:					

### 2. Offer

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

### 3. Rates

The proponent has submitted its rates in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. The proponent 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 proponent 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 proponent declares that it has not engaged in any conduct prohibited by this RFP.

#### 6. Conflict of Interest

The proponent must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. 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 proposal; **AND** (b) were employees of the City within twelve (12) months prior to the Submission Deadline.

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

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

☐ The proponent declares that there is an actual or potential Conflict of Interest relating the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.	ntial
If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:	1

### 7. Proposal Irrevocable

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

#### 8. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, 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 proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the advisers retained by the City to advise or assist with the RFP process, including with respect to the evaluation this proposal.

# 9. Execution of Agreement

The proponent agrees that in the event its proposal 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 RFP in accordance with the terms of this RFP.

Signature of Proponent Representative			
Name of Proponent Representative			
Title of Proponent Representative			
Date			
I have the authority to bind the proponent.			

### APPENDIX C - PRICING

# 1. Instructions on How to Provide Pricing

- (a) Proponents should provide the information requested under section 3 below ("Required Pricing Information") by reproducing and completing the table below in their proposals, or, if there is no table below, by completing the attached form and including it in their proposals.
- (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 proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any predelivery inspection charges, and all other overhead, including any fees or other charges required by law.

### 2. Evaluation of Pricing

Pricing is worth [\*\*Insert Weighting\*\*] points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has submitted a proposal for, which will be calculated in accordance with the following formula:

lowest price  $\div$  proponent's price  $\times$  weighting = proponent's pricing points

[\*\*If using a pricing formula or methodology other than the relative pricing formula set out above, delete and update this section as applicable\*\*]

### 3. Required Pricing Information

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

### APPENDIX D – RFP 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 proponent's decision to submit a proposal or the proponent's submitted pricing, 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 proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

# 2. Pricing (Appendix C)

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

## 3. 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 proponent. If there are no other mandatory submission requirements, insert N/A\*\*]

### D. MANDATORY TECHNICAL REQUIREMENTS

[\*\*Insert technical mandatory requirements that the proponent must demonstrate with respect to the Deliverables before rated criteria 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 proponent must perform if awarded the contract. Failure to adequately meet these requirements may result in disqualification of the proposal. 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 proponent before the contract can be awarded. For example, it is recommended that proof of insurance be required only of the selected proponent as part of the contract award process, rather than being a mandatory submission requirement required of all proponents. If there are no pre-conditions of award, insert N/A\*\*]

### F. RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

[\*\*Insert any additional instructions on evaluation of rated requirements here, e.g. overall minimum thresholds, applicable tie-break protocols, general instructions on length of response, etc.\*\*]

Rated Criteria Category	Weighting (Points)	Minimum Threshold
i. Experience and Qualifications	[**x points**]	[**Insert points or N/A**]
<ul><li>ii. [**Set out Additional Criteria and Weighting and Describe Below**]</li></ul>	[**x points**]	[**Insert points or N/A**]
Pricing (See Appendix C for details)	[**x points**]	[**Insert points or N/A**]
<b>Total Points</b>	[**x points**]	[**Insert points or N/A**]

## Suggested Proposal Content for Non-Price Criteria

[\*\*Set out the rated criteria in separate paragraphs and describe the information that proponents should include in their proposals for the purposes of the evaluation. Ensure the criteria correspond with the above table and be sure to include any information that you intend to evaluate. The text below is provided as an example\*\*]

# i. Experience and Qualifications

Each proponent should provide the following in its proposal:

- (a) a brief description of the proponent;
- (b) a description of its knowledge, skills and experience relevant to the Deliverables; and
- (c) the roles and responsibilities of the proponent and any of its agents, employees and subcontractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise.

ii.

[\*\*Include a separate paragraph for each of the evaluation criteria included in the table\*\*]