



**Request for Quotations**

**For**

**[\*\*Insert Title of RFQ\*\*]**

Request for Quotations No.: **[\*\*Insert RFQ Number\*\*]**

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

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

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list\_of\_annexes

**[\*\*List annexes or additional appendices\*\*]**

# PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

## 1.1 Invitation to Respondents

This Request for Quotations (the “RFQ”) is an invitation by the City of Saskatoon (the “City”) to prospective respondents to submit non-binding quotations for **[\*\*Insert Title of RFQ\*\*]**, as further described in Section A of the RFQ Particulars (Appendix D) (the “Deliverables”).

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

## 1.2 RFQ Contact

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

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

Respondents 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 RFQ Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent’s quotation.

## 1.3 Type of Contract for Deliverables

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

## 1.4 RFQ Timetable

Issue Date of RFQ	<b>[**Insert date**]</b>
Site Visit / Pre-Bid Meeting <b>[**Remove if no site visit or pre-bid meeting**]</b>	<b>[**Insert date and time**]</b> local time
Deadline for Questions	<b>[**Insert date**]</b> 4:00 PM local time
Deadline for Issuing Addenda	<b>[**Insert date**]</b> 4:00 PM local time
Submission Deadline	<b>[**Insert date and time**]</b> local time
Anticipated Execution of Agreement	<b>[**Insert date**]</b>

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

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

## 1.5 Submission of Quotations

### 1.5.1 Quotations to be Submitted at Prescribed Location

Quotations 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 Quotations to be Submitted on Time**

Quotations must be submitted at the location set out above on or before the Submission Deadline. Quotations submitted after the Submission Deadline will be rejected.

### **1.5.3 Quotations to be Submitted in Prescribed Format**

Respondents should submit one (1) hard copy of their quotation marked with “Master Copy” in a sealed package[, and one (1) electronic copy]. Quotations should be prominently marked with the RFQ title and number (see RFQ cover), with the full legal name and return address of the respondent. [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 Quotations**

Respondents may amend their quotations prior to the Submission Deadline by submitting an updated quotation via facsimile. The new submission should be prominently marked with the RFQ title and number and the full legal name and return address of the respondent to the location set out above. Any amendment should clearly indicate which part of the quotation the amendment is intended to amend or replace.

### **1.5.5 Withdrawal of Quotations**

At any time throughout the RFQ process until the execution of a written agreement for provision of the Deliverables, a respondent may withdraw a submitted quotation. To withdraw a quotation, a notice of withdrawal must be sent to the RFQ Contact and must be signed by an authorized representative of the respondent. The City is under no obligation to return withdrawn quotations.

[End of Part 1]

## **PART 2 – EVALUATION AND AWARD**

### **2.1 Stages of Evaluation**

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

### **2.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which quotations comply with all of the mandatory submission requirements. Quotations that fail to satisfy the mandatory submission requirements will be rejected. The mandatory submission requirements are listed in Section C of the RFQ Particulars (Appendix D).

### **2.3 Stage II – Mandatory Technical Requirements**

The City will review the quotations to determine whether the mandatory technical requirements as set out in Section D of the RFQ Particulars (Appendix D) have been met. Questions or queries on the part of the City as to whether a quotation has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

### **2.4 Stage III – Pricing**

Stage III will consist of an evaluation of the submitted pricing in each qualified quotation 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 has been completed.

### **2.5 Selection of Top-Ranked Respondent**

After the completion of Stage III, compliant respondents will be ranked based on the price evaluation. Subject to the process rules contained in the Terms and Conditions of the RFQ Process (Part 3), the top-ranked respondent will be invited to enter into the Agreement in accordance with Part 3. In the event of a tie, the selected respondent will be determined by way of coin toss. The selected respondent will be notified in writing and will be expected to satisfy any applicable conditions of this RFQ, including the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix D), and enter into the Agreement within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the respondent and the selection of another respondent or the cancellation of the RFQ.

[End of Part 2]

## **PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Respondents to Follow Instructions**

Respondents should structure their quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

#### **3.1.2 Quotations in English**

All quotations are to be in English only.

#### **3.1.3 No Incorporation by Reference**

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

#### **3.1.4 Past Performance**

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

#### **3.1.5 Information in RFQ Only an Estimate**

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

#### **3.1.6 Respondents to Bear Their Own Costs**

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

#### **3.1.7 Quotation to be Retained by the City**

The City will not return the quotation or any accompanying documentation submitted by a respondent.

#### **3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract**

Unless otherwise expressly stated in the RFQ, the City makes no guarantee of the value or volume of work to be assigned to the successful respondent. The contract with the selected respondent 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 RFQ**

### **3.2.1 Respondents to Review RFQ**

Respondents should promptly examine all of the documents comprising this RFQ, and may direct questions or seek additional information in writing by email to the RFQ Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFQ Contact. The City is under no obligation to provide additional information, and the City is not responsible for any information provided by or obtained from any source other than the RFQ Contact. It is the responsibility of the respondent to seek clarification from the RFQ Contact on any matter it considers to be unclear. the City is not responsible for any misunderstanding on the part of the respondent concerning this RFQ or its process.

### **3.2.2 All New Information to Respondents by Way of Addenda**

This RFQ 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 RFQ, such information will be communicated to all respondents by addendum. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Respondents 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 quotations, the City may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the respondent's quotation, including but not limited to clarification with respect to whether a quotation meets the mandatory technical requirements set out in Section D of the RFQ Particulars (Appendix D). The City may revisit, re-evaluate and rescore the respondent's response or ranking on the basis of any such information.

## **3.3 Notification and Debriefing**

### **3.3.1 Notification to Other Respondents**

Once an agreement is executed by the City and a respondent, the other respondents will be notified by public posting in the same manner that this RFQ was originally posted of the outcome of the procurement process.

### **3.3.2 Debriefing**

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

### **3.3.3 Procurement Protest Procedure**

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

- (a) in relation to the RFQ process, the respondent 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 quotation that is not available to other respondents, (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent'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 respondent 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 respondent, rescind notice of selection or terminate a contract subsequently entered into if the City determines that the respondent has engaged in any conduct prohibited by this RFQ.

### **3.4.4 Prohibited Respondent Communications**

Respondents 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 Respondent Not to Communicate with Media**

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

### **3.4.6 No Lobbying**

Respondents must not, in relation to this RFQ 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 respondent(s).

### **3.4.7 Illegal or Unethical Conduct**

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents 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 quotations 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 RFQ.

### **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 RFQ either before or after the issuance of this RFQ

- (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 RFQ 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 respondent to the City immediately upon the request of the City.

### **3.5.2 Confidential Information of Respondent**

A respondent should identify any information in its quotation 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. Respondents are advised that their quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by the City to advise or assist with the RFQ process, including the evaluation of quotations. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.

### **3.6 Procurement Process Non-Binding**

#### **3.6.1 No Contract A and No Claims**

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFQ will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the respondent nor the City will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a quotation submitted in response to this RFQ.

#### **3.6.2 No Contract until Execution of Written Agreement**

This RFQ process is intended to solicit non-binding quotations for consideration by the City and may result in an invitation by the City to a respondent to enter into the Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and the City by this RFQ process until the execution of a written agreement for the acquisition of such goods and/or services.

#### **3.6.3 Non-Binding Price Estimates**

While the pricing information provided in quotations will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the quotations and the ranking of the respondents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the City to enter into an agreement for the Deliverables.

#### **3.6.4 Cancellation**

The City may cancel or amend the RFQ process without liability at any time.

### **3.7 Governing Law and Interpretation**

These Terms and Conditions of the RFQ 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.

[End of Part 3]

## APPENDIX A – FORM OF AGREEMENT

**[\*\*Insert Form of Agreement here\*\*]**

## APPENDIX B – SUBMISSION FORM

### 1. Respondent Information

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

### 2. Acknowledgment of Non-Binding Procurement Process

The respondent acknowledges that the RFQ process will be governed by the terms and conditions of the RFQ, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the City and the respondent unless and until the City and the respondent execute a written agreement for the Deliverables.

### 3. Ability to Provide Deliverables

The respondent has carefully examined the RFQ documents and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFQ for the rates set out in its quotation.

### 4. Non-Binding Pricing

The respondent has submitted its pricing in accordance with the instructions in the RFQ and in Pricing (Appendix C) in particular. The respondent confirms that the pricing information provided is accurate. The respondent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

**5. Addenda**

The respondent is deemed to have read and taken into account all addenda issued by the City prior to the Deadline for Issuing Addenda.

**6. No Prohibited Conduct**

The respondent declares that it has not engaged in any conduct prohibited by this RFQ.

**7. Conflict of Interest**

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

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

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

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

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

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**8. Disclosure of Information**

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

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Signature of Respondent Representative

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Name of Respondent Representative

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Title of Respondent Representative

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Date

I have the authority to bind the respondent.

## APPENDIX C – PRICING

### 1. Instructions on How to Provide Pricing

- (a) Respondents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their quotations, or, if there is no table below, by completing the attached form and including it in their quotations.
- (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 respondent 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 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 separate pricing form \*\*]**



## APPENDIX D – RFQ 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 respondent's decision to submit a quotation or the respondent'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 quotation must include a Submission Form (Appendix B) completed and signed by an authorized representative of the respondent.

#### 2. Pricing (Appendix C)

Each quotation 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 respondent. If there are no other mandatory submission requirements, insert N/A\*\*]

### D. MANDATORY TECHNICAL REQUIREMENTS

[\*\*Insert all mandatory technical requirements. These must be aspects of the quotation that must be met before evaluation on the rated criteria will be considered and must be capable of assessment on a pass/fail basis. Failure to adequately meet these requirements may result in disqualification of the quotation. 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 respondent before the contract can be awarded. For example, it is recommended that proof of insurance be required only of the selected respondent as part of the contract award process, rather than being a mandatory submission requirement required of all respondents. If there are no mandatory technical requirements, insert N/A\*\*]