



Request for Supplier Qualifications

For

[Insert Title of RFSQ**]**

Request for Supplier Qualifications No.: **[**Insert RFSQ 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 Supplier Qualifications (“RFSQ”) is an invitation by the City of Saskatoon (the “City”) to prospective respondents to qualify in accordance with Evaluation of Responses (Part 2) for eligibility to provide **[**Insert title of RFSQ**]** as further described in Section A of the RFSQ Particulars (Appendix B) (the “Deliverables”).

[Insert initial mapping statement here: this should be an overview of the Deliverables and any anticipated second-stage competitive process**]**

1.2 RFSQ Contact

For the purposes of this procurement process, the “RFSQ 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 RFSQ Contact, concerning matters regarding this RFSQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent’s response.

1.3 Prequalification Process

Responses will be evaluated in accordance with the evaluation process set out in Part 2 of the RFSQ. Based on the evaluation of responses, certain respondents will be selected for inclusion on a prequalified supplier list of suppliers that are eligible to participate in an invitational second-stage competitive process for the potential provision of the Deliverables to the City.

1.4 RFSQ Timetable

Issue Date of RFSQ	[**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
Rectification Period	[**Insert number of days**] business days

The RFSQ timetable is tentative only and may be changed by the City at any time. For greater clarity, business days means all days that the City is open for business.

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

1.5 Submission of Responses

1.5.1 Responses to be Submitted at the Prescribed Location

Responses 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 Responses to be Submitted on Time

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

1.5.3 Responses to be Submitted in Prescribed Manner

Respondents should submit one (1) hard copy of their response marked with “Master Copy” in a sealed package[, and one (1) electronic copy]. Responses are to be prominently marked with the RFSQ title and number (see RFSQ cover), and 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 Responses

Respondents may amend their responses prior to the Submission Deadline by submitting the amendment via facsimile. The new submission should be prominently marked with the RFSQ 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 response the amendment is intended to amend or replace.

1.5.5 Withdrawal of Responses

At any time throughout the RFSQ process, a respondent may withdraw a submitted response. To withdraw a response, a notice of withdrawal must be sent to the RFSQ Contact and must be signed by an authorized representative of the respondent. The City is under no obligation to return withdrawn responses.

[End of Part 1]

PART 2 – EVALUATION AND SELECTION

2.1 Stages of Evaluation

The City will conduct the evaluation of responses in the following two stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which responses comply with all of the mandatory submission requirements. If a response fails to satisfy all of the mandatory submission requirements, the City will issue the respondent a rectification notice identifying the deficiencies and providing the respondent an opportunity to rectify the deficiencies. If the respondent fails to satisfy the mandatory submission requirements within the Rectification Period, its response will be rejected. The Rectification Period will begin to run from the date and time that the City issues a rectification notice to the respondent. The mandatory submission requirements are set out in Section C of the RFSQ Particulars (Appendix B).

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

2.3.2 Rated Criteria

The City will evaluate each qualified response on the basis of the rated criteria as set out in Section F of the RFSQ Particulars (Appendix B).

2.4 Ranking and Selection

Based on the evaluation of the responses in Stage II,

[please choose one of the following and customize as appropriate**:]**

Option 1: the top **[**Insert Number **]** ranked respondents will be short-listed to participate in an invitational second stage competitive processes for the procurement of the Deliverables. In the event of a tie in the eligible rankings, both respondents will be short-listed.

Option 2: all respondents scoring **[**Insert Number in form of X over Y, or percentage**]** or higher will be short-listed to participate in a potential invitational second stage competitive process for the procurement of the Deliverables.

Option 3: **[**Insert custom text**]**

2.5 Notification of Top-Ranked Respondents

The top-ranked respondents selected by the City to be included in the prequalified supplier list will be so notified by the City in writing. Each selected respondent will be required to satisfy the pre-conditions of award listed in Section E of the RFSQ Particulars (Appendix B) 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.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFSQ PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

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

3.1.2 Responses in English

All responses are to be in English only.

3.1.3 No Incorporation by Reference

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

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 RFSQ Only an Estimate

The City and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFSQ or issued by way of addenda. Any quantities shown or data contained in this RFSQ 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 response in response to this RFSQ.

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 response, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Response to be Retained by the City

The City will not return the response 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 RFSQ, this RFSQ process will not result in any commitment by the City to purchase any goods or services from any respondent. While the City intends to conduct an invitational second-stage competitive process for the procurement of the Deliverables, it is under no obligation to do so and the City may choose not to proceed with a second-stage competitive process for the procurement of the Deliverables. The City makes no

guarantee of the value or volume of Deliverables that may be required. Any agreement entered into pursuant to an invitational second-stage competitive process 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 RFSQ

3.2.1 Respondents to Review RFSQ

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

3.2.2 All New Information to Respondents by Way of Addenda

This RFSQ 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 RFSQ, such information will be communicated to all respondents by addendum. Each addendum forms an integral part of this RFSQ and may contain important information, including significant changes to this RFSQ. 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 responses, 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 response including but not limited to clarification with respect to whether a response meets the mandatory technical requirements set out in Section D of the RFSQ Particulars (Appendix B). 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 the selected respondents have been notified, the other respondents will be notified by public posting in the same manner that this RFSQ was originally posted of the outcome of the RFSQ process.

3.3.2 Debriefing

Respondents may request a debriefing after receipt of a notification of the outcome of the RFSQ process. All requests must be in writing to the RFSQ 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 RFSQ process, it should provide written notice to the RFSQ 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 RFSQ, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

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

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 A).

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 RFSQ or selection of respondents pursuant to this RFSQ without first obtaining the written permission of the RFSQ Contact.

3.4.6 No Lobbying

Respondents must not, in relation to this RFSQ or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of 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 responses containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process.

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 RFSQ either before or after the issuance of this RFSQ

- (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 RFSQ and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the RFSQ Contact; and
- (d) must be returned by the respondents 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 response 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 responses will, as necessary, be disclosed on a confidential basis, to the City's advisers retained to advise or assist with the RFSQ process, including the evaluation of responses. If a respondent has any questions about the collection and use of personal information pursuant to this RFSQ, questions are to be submitted to the RFSQ 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 RFSQ 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 selection of respondents, a decision to reject a response or disqualify a respondent, or a decision of the respondent to withdraw its response.

3.6.2 No Legal Relationship or Obligation

No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and the City by this RFSQ process.

3.6.3 Cancellation

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

3.7 Governing Law and Interpretation

The Terms and Conditions of RFSQ Process (Part 3)

- (a) are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will 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 – SUBMISSION FORM

1. Respondent Information

Please fill out the following form, naming one person to be the contact for this RFSQ response 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 this RFSQ process will be governed by the terms and conditions of the RFSQ 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 pursuant to a subsequent invitational second-stage procurement process.

3. Ability to Provide Deliverables

The respondent has carefully examined the RFSQ 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 RFSQ.

4. 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.

5. No Prohibited Conduct

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

6. Conflict of Interest

The respondent must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFSQ. 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 response; **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 response; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFSQ.

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 response, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFSQ.

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:

7. Disclosure of Information

The respondent hereby agrees that any information provided in this response, 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 response by the City to the advisers retained by the City to advise or assist with the RFSQ process, including with respect to the evaluation of this response.

Signature of Respondent Representative

Name of Respondent Representative

Title of Respondent Representative

Date

I have the authority to bind the respondent.

APPENDIX B – RFSQ 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, 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 A)

Each response must include a Submission Form (Appendix A) completed and signed by an authorized representative of the respondent.

2. 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 technical mandatory requirements that the respondent 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 respondent must perform if awarded the contract. Failure to adequately meet these requirements may result in disqualification of the response. 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.**]

F. RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria of the RFSQ. Respondents 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**]
ii. [**Set out Additional Criteria and Weighting and Describe Below**]	[**x points**]	[**Insert points or N/A**]
Total Points	[**x points**]	[**Insert points or N/A**]

Suggested Response Content for Rated Criteria

[**Set out the rated criteria in separate paragraphs, including the weighting for each criterion, and describe the information that respondents should include in their responses for the purposes of the evaluation. Ensure the criteria and weighting correspond with the above table and be sure to include any information that you intend to evaluate. Shaded text below is provided as an example**]

i. Experience and Qualifications

Each respondent should provide the following in its response:

- (a) a brief description of the respondent;
- (b) a description of its knowledge, skills and experience relevant to the Deliverables; and
- (c) the roles and responsibilities of the respondent and any of its agents, employees and sub-contractors 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**]