|  |  |
| --- | --- |
| Negotiated Request for Proposal (NRFB) |  |

For

[Title]

Negotiated Request for Proposal No.: **[\*\*Insert NRFP Number\*\*]**

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

Submission Deadline Date: **[\*\*Insert Date\*\*], 2:00 p.m. local Saskatchewan time**

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# INVITATION AND SUBMISSION INSTRUCTIONS

## Invitation to Proponents

This Negotiated Request for Proposal (NRFP) is an invitation by the Government of Saskatchewan (GOS) to prospective Proponents to provide Submissions for the provision of **[\*\*Insert title of NRFP\*\*],** as further described in the NRFP Particulars (Appendix A).

**[\*\*Include a brief description of project here: this should be an overview of the Deliverables, together with a summary of any unusual aspects of the NRFP process\*\*]**

**[\*\*Consider inserting brief description of GOS here\*\*]**

## NRFP Contact

Direct any questions regarding this competition to:

[**rfxquestions@gov.sk.ca**](mailto:rfxquestions@gov.sk.ca)

**Attention: [insert contact name], NRFP [insert number]**

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of GOS, other than the NRFP Contact, concerning matters regarding this NRFP. Failure to adhere to this rule may result in the disqualification of the Proponent and the rejection of the Proponent’s Submission.

Inquiries and their responses may be posted on the website [sasktenders.ca](http://www.sasktenders.ca) at the sole discretion of the GOS, without revealing the source of the inquiry.

## Type of Agreement for Deliverables

[\*\*revise this clause as appropriate\*\*] The selected Proponent will be requested to enter into direct negotiations to finalize an Agreement with GOS for the provision of the Deliverables. GOS expects the terms and conditions set out in the Form of Agreement in Appendix C to be included in the final negotiated Agreement with the selected Proponent. Proponent(s) choosing to participate in this NRFP process should be prepared to accept those terms and conditions, subject to changes that may be mutually agreed upon in the negotiation process. It is GOS’s intention to enter into an Agreement with **[\*\* number of proponents\*\*]**.

The term of the Agreement is to be for a period of **[\*\*Set out Months or Years\*\*]**, with an option in favour of GOS to extend the Agreement on the same terms and conditions for an additional term up to **[\*\*insert length of additional optional term(s) if applicable\*\*]**.

## NRFP Timetable

|  |  |
| --- | --- |
| Issue Date of NRFP | **[\*\*Insert date\*\*]** |
| Deadline for Questions | **[\*\*Insert date\*\*]** |
| Deadline for Issuing Addenda | **[\*\*Insert date\*\*]** |
| Submission Deadline | **[\*\*Insert date\*\*], 2:00 p.m. local Saskatchewan time** |
| Rectification Period | **[\*\*Insert number of days\*\*]** |
| Anticipated Initial Ranking and Commencement of Concurrent Negotiations | **[\*\*Insert date\*\*]Optional** |
| Anticipated Deadline for Submission of Best and Final Offers (“BAFO”) | **[\*\*Insert date\*\*]Optional** |
| Anticipated Final Ranking | **[\*\*Insert date\*\*]Optional** |
| Anticipated Execution of Agreement | **[\*\*Insert date\*\*]** |

The NRFP timetable is tentative only, and may be changed by GOS at any time.

**[\*\*Insert necessary \*supplementary clauses (e.g. Meetings with Ministry information, supplier conference information, site visits, etc.)\*\*]**

## Submissions

### Submissions

**[\*\*Insert Submission instructions as applicable \*\*]**

### Proponents may submit either by mail, courier, in-person or by email.

GOS does not assume any responsibility for delayed or rejected Submissions. Proponents acknowledge that all risks associated with Submissions are their sole responsibility, and that late Submissions, regardless of the reason, will be rejected.

If there are multiple Submissions received from a Proponent, the last copy (whether electronic or hard copy) submitted will prevail.

**If by mail, courier or in person**

One (1) original complete copy of your submission and one (1) USB memory stick copy, indicating the NRFP reference number and closing date, are to be forwarded to:

SaskBuilds Corporation

Attention: [Specialist/Analyst]

[Insert street address, city and postal code]

The office hours are 8:00 a.m. to 5:00 p.m. Local Saskatchewan Time, Monday to Friday (excluding statutory holidays).

If there is a conflict or inconsistency between the hard copy and USB memory stick copy of a submission, the hard copy of the submission will prevail.

**If by email:**

One (1) electronic copy in .pdf, .doc or .docx, excel format, which includes the NRFP reference number and closing date, are to be forwarded to:

[xxxx@gov.sk.ca](mailto:xxxx@gov.sk.ca)  **[\*\*Insert Submission receipt email address \*\*]**

**The subject line of the email should contain the NRFP reference number and competition title.**

One (1) email, including attachments, should not be larger than 25MB or it may not be successfully transmitted. It is recommended to send one (1) email, however, if sending multiple emails, provide clear instructions on how the Submission is intended to be integrated.

Executable file formats such as .exe will not be accepted. The preferred file formats are .pdf, .doc, .docx, .xls and .xlsx.

The received time in the recipient’s email inbox will be the recorded date and time of Submission. GOS will provide confirmation of email receipt to Proponents via an automatic email message. If no confirmation email is received, please contact [GOS Phone or Email].

Prior to closing, GOS will maintain confidentiality of e-mail Submissions subject to GOS officials opening an e-mail for the purpose of identification. In the event that one (1) or more files cannot be opened (e.g. are corrupted), the Proponent will not have an opportunity to resend such files after closing.

**For more information, refer to the document Guidelines for Proponent Submissions via Email on** [**SaskTenders**](https://sasktenders.ca/Content/Public/KnowledgeCentre.aspx)**.**

### Submissions to be Received on Time

Submissions must be received at the location set out above on or before the Submission Deadline. Submissions received after the Submission Deadline will not be accepted.

Onus and responsibility rests solely with the Proponent to deliver its Submission to the exact location (including floor, if applicable) indicated in this NRFP on or before the Submission Deadline. GOS 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.

### Amendment of Submissions

Proponents may amend their Submissions prior to the Submission Deadline by submitting the amendment to the location set out above. Any amendment should clearly indicate the NRFP title and number, and which part of the Submission the amendment is intended to amend or replace.

### Withdrawal of Submissions

At any time prior to the execution of a written Agreement for provision of the Deliverables, a Proponent may withdraw a Submission. To withdraw a Submission, a notice of withdrawal must be received by the NRFP Contact and should be signed by an authorized representative of the Proponent. GOS is under no obligation to return withdrawn Submissions.

[End of Part 1]

# EVALUATION AND NEGOTIATION

## Stages of Evaluation and Negotiation

GOS will conduct the evaluation of Submissions and negotiations in the following stages:

## Stage I – Requirements

GOS will review Submission components for administrative deficiencies and compliance with mandatory requirements.

**Administrative Deficiencies**

GOS may at its discretion offer a rectification process to all Proponents to correct administrative deficiencies in their Submissions. Proponents may be notified of any administrative deficiencies and be provided with a specific time period to address any administrative deficiencies. Proponents failing to respond within the stated time period (Section 1.4) will be assessed on the initial Submission or eliminated from the process at GOS’s discretion.

This process is not intended to address omissions or changes to the substantive aspects of Submissions but may include failure to submit forms or information that are not evaluated as part of the rated criteria.

**Mandatory Requirements**

GOS will review to determine which Submissions comply with all of the mandatory requirements. If a Submission fails to satisfy any mandatory requirement, the GOS will not evaluate such Submissions further.

GOS may eliminate mandatory requirements unmet by all Proponents.

## Stage II – Written Evaluation

GOS will evaluate each qualified Submission on the basis of the rated criteria as set out in Appendix A.

The term “requirement” (or similar term used in this NRFP) is used for convenience only and is not intended to imply that any Submission that does not exactly match or meet such a “requirement” will necessarily be disqualified. Instead, as part of the evaluation process, Proponents, goods and services will be evaluated based on the extent to which, and how well, they are able to satisfy the intent, fit for purpose and substance of the “requirements” or “specifications” contained in this NRFP.

### Pricing

Scoring of the submitted pricing will be in accordance with the price evaluation set out in Appendix A.

**[\*\*Alternatively, GOS may choose to separate pricing evaluation from the rated criteria, or otherwise structure the evaluation and amend and renumber accordingly\*\*].**

## Stage III – Interviews/Presentations and Reference Checks

Top-ranked Proponent(s) may be invited to participate in the interview/presentation and reference check stage.

### Interview/Presentation (Optional)

Top-ranked Proponent(s) may be required to attend an interview or make a presentation to the Evaluation Team. The interview can include a presentation. Materials prepared by the top-ranked Proponent for the interview/presentation shall be provided to the Evaluation Team.

The interview/presentation is intended to verify that the proposed approach meets all of the requirements and provides the Evaluation Team some exposure to the designated service team.

The interview/presentation may also be used to clarify any portion of the written Submission, if required. The Proponent may not alter the content of their Submission during the interview/presentation or provide any additional material.

The Evaluation Team will ask questions about the contents of the Submission or presentation for clarification purposes. Clarifications made by the Proponent during the interview/presentation will become part of the Proponent's Submission and may be included in any contract negotiations.

### Reference Checks (Optional)

Reference checks may be completed for the Proponent and/or their proposed resources and sub-contractors.

During reference checks, GOS reserves the right to contact any of the Proponent’s customers who GOS believes may be able to provide information about the Proponent that would be pertinent to this NRFP.

The GOS reserves the right to conduct reference checks at any time during the NRFP process.

## Stage IV – Concurrent Negotiations and Best and Final Offer (BAFO)

### Initial Ranking of Proponents

All scores from previous stages will be added together and the Proponents will be ranked based on their total scores.

### Concurrent Negotiations and BAFO Process

GOS intends to invite the top-ranked Proponent(s) to enter into concurrent negotiations. During these concurrent negotiations, GOS will provide each of these Proponents with any additional information and will seek further information and Submission improvements from each Proponent. After the expiration of the concurrent negotiation period, each Proponent will be invited to revise its initial Submission and submit its BAFO to GOS.

This process is typically used to address the following: confirming assumptions under which their Submission was developed; conducting whatever due diligence is deemed reasonable and necessary under the circumstances; proposing revisions to their Submission based upon the results of any activities discussed previously; and, provide more specific details in areas to be identified by GOS.

### Evaluation of BAFO and Final Ranking of Proponents

Each BAFO will be re-evaluated and may be re-scored according to the evaluation criteria that will be provided in the BAFO process. A final ranking and decision may be made based on the new or additional information secured during this process. The top-ranked Proponent based on the evaluation of each BAFO will receive a written invitation to enter into a final round of negotiation to finalize the Agreement with GOS.

### Option not to Engage in BAFO

After the completion of Stage III, GOS may choose not to engage in the concurrent negotiations and BAFO process and may proceed directly to Agreement negotiations with the top-ranked Proponent(s).

## Stage V – Negotiations

### Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the NRFP Process (Part 3) and will not constitute a legally binding offer to enter into an Agreement on the part of GOS or the Proponent and there will be no legally binding relationship created with any Proponent prior to the execution of a written Agreement. The terms and conditions in the Form of Agreement in Appendix C are intended to be included in the final negotiated Agreement with the selected Proponent(s). Negotiations may include requests by GOS for supplementary information from the Proponent to verify, clarify or supplement the information provided in its Submission or to confirm the conclusions reached in the evaluation, and may include requests by GOS for improved pricing or performance terms from the Proponent.

**[\*\*may choose to revise including different wording to allow for a quick start Agreement\*\*]**

### Time Period for Negotiations

GOS intends to conclude negotiations and finalize the Agreement with the top-ranked Proponent(s). A Proponent invited to enter into direct negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

### Failure to Enter into Agreement [\*\*revise as applicable\*\*]

**[\*\*If the parties cannot conclude negotiations and finalize the Agreement for the Deliverables** **within or after the Contract Negotiation Period (if applicable) \*\*]** GOS may **at any time**at its sole discretion, discontinue negotiations with the top-ranked Proponent(s) and may invite the next-best-ranked Proponent to enter into negotiations. This process will continue until an Agreement is finalized, until there are no more Proponents remaining that are eligible for negotiations or until GOS elects to cancel the NRFP process.

[End of Part 2]

# TERMS AND CONDITIONS OF THE NRFP PROCESS

## General Information and Instructions

### Proponents to Follow Instructions

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

### Submissions in English

All Submissions are to be in English only.

### No Incorporation by Reference

The entire content of the Proponent’s Submission should be submitted in a fixed form, and the content of websites or other external documents referred to in the Proponent’s Submission but not attached may not be considered to form part of its Submission. If Proponents wish to reference websites or external documents, they should obtain the approval of the NRFP Contact prior to the Submission Date. Proponents are responsible for ensuring that all external content that is referenced is accurate, and are to provide notice to GOS of any changes that may arise after Submission. GOS may, at any time, require a Proponent to provide a hard copy of some or all of the external content referenced. **[\*\*or amend as applicable\*\*]**

### References and Past Performance

In the evaluation process,GOS may consider information provided by the Proponent’s references and may also considerinformation independently obtained by GOS about the Proponent or its Submission in the course of GOS’s own due diligence, including any previous dealings or experience, if any, with a Proponent. GOS may contact any of the Proponent’s customers who GOS believes may be able to provide information about the Proponent that would be pertinent to this NRFP.

### Information in NRFP Only an Estimate

GOS and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this NRFP or issued by way of addenda. Any quantities shown or data contained in this NRFP 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. **[\*\*or indicate what information that may be relied upon\*\*]**. It is the Proponent’s responsibility to obtain all the information necessary to prepare a Submission in response to this NRFP.

### Proponents to Bear Their Own Costs

The Proponent will **[\*\*or** GOS **will; or such other arrangements as may be proposed\*\*]** bear all costs associated with or incurred in the preparation and presentation of its Submission, including, if applicable, costs incurred for interviews or demonstrations.

### Submission to be Retained by GOS

GOS will not return the Submission or any accompanying documentation submitted by a Proponent.

### Trade Agreements

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

### No Guarantee of Volume of Work or Exclusivity of Agreement

**[\*\*amend this section as applicable\*\*]** GOS makes no guarantee of the value or volume of work to be assigned to the Successful Supplier(s). The Agreement to be negotiated with the selected Proponent(s) will not be an exclusive contract for the provision of the described Deliverables. GOS may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

### Evaluation Committee

Evaluation of Submissions will be by a committee formed by the GOS, which may include employees, consultants and contractors of GOS.

## Communication after Issuance of NRFP

### Proponents to Review NRFP

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

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

This NRFP may be amended only by addendum in accordance with this section. If GOS, for any reason, determines that it is necessary to provide additional information relating to this NRFP, such information will be communicated to all Proponents by addendum. Any information obtained in a method other than an addendum should not be relied upon. Each addendum forms an integral part of this NRFP and may contain important information, including significant changes to this NRFP. Proponents are responsible for obtaining all addenda issued by GOS.

### Post-Deadline Addenda and Extension of Submission Deadline

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

### Verify, Clarify and Supplement

When evaluating Submissions, GOS may at its sole discretion request further information from the Proponent or third parties in order to verify, clarify or supplement the information provided in a Submission. The response received by GOS shall, if accepted by GOS, form an integral part of the Proponent’s Submission.

GOS may consider information independently obtained by GOS about the Proponent or its Submission in the course of GOS’s own due diligence, including any previous dealings or experience by it or others, if any, with a Proponent.

### Time Disputes

In the event of a dispute regarding time, GOS’s time clock will govern.

## Notification and Debriefing

### Notification to Other Proponents

Once the ranking of Proponents is complete all Proponents will be notified of the outcome. The following information will be revealed and posted on SaskTenders:

1. the Successful Supplier’s name and location;
2. the date of award; and
3. award amount.

### Debriefing

Proponents who provide a Submission may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be made in writing to the NRFP Contact within thirty (30) calendar days of such notification. The intent of the debriefing information session is to aid the Proponent in presenting a better Submission in subsequent procurement opportunities.

## Conflict of Interest and Prohibited Conduct

### Conflict of Interest

GOS may disqualify a Proponent, or take any other action it deems appropriate in its sole discretion, for any conduct, situation or circumstances, determined by GOS, in its sole and absolute discretion, to constitute a Conflict of Interest.

For the purposes of this NRFP, “Conflict of Interest” includes any situation or circumstance where, in relation to a GOS procurement competition, a participating Proponent has an unfair advantage, a perception of an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including:

1. having, or having access to, information in the preparation of its Submission that is not available to other Proponents, but such does not include information a Proponent may have obtained in the past performance of a contract with a public entity, including GOS, that is not related to the creation, implementation or evaluation of this or a related procurement competition;
2. communicating with any person with a view to influencing preferred treatment in this procurement competition (including but not limited to the lobbying of decision makers involved in this procurement competition); or
3. engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive procurement competition or renders that competition non-competitive, less competitive, or unfair.

All Proponents should advise GOS in writing whether it has any actual, potential or perceived Conflict of Interest, and if so, the nature of each Conflict of Interest. A Proponent may, in the sole discretion of GOS, be disqualified from this NRFP process if a Proponent is found to have a Conflict of Interest.

### Disqualification for Prohibited Conduct

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

### Prohibited Proponent Communications

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

### Proponent Not to Communicate with Media

Proponents should not at any time directly or indirectly communicate with the media in relation to this NRFP or any Agreement entered into pursuant to this NRFP without first obtaining the written permission of the NRFP Contact.

### No Lobbying

Proponents should not, in relation to this NRFP 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 Supplier(s).

### Employee Submissions

GOS employees (as a Proponent or a proposed resource) may be ineligible to enter into an Agreement.

### Illegal or Unethical Conduct

Proponents are not to engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents are not to engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of GOS; deceitfulness; providing Submissions that contain 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 NRFP.

### Past Performance or Past Conduct

GOS may prohibit a Proponent from participating in this or future procurement processes based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

1. illegal or unethical conduct as described above;
2. the refusal of the Proponent to honour its submitted pricing or other commitments; or
3. any conduct, situation or circumstance determined by GOS, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest;
4. or otherwise outlined in the CFTA.

## Confidential Information

### Confidential Information of GOS

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

1. is the sole property of GOS and must be treated as confidential;
2. is not to be used for any purpose other than replying to this NRFP and the performance of any subsequent Agreement for the Deliverables;
3. must not be disclosed without prior written authorization from GOS; and
4. must be returned by the Proponent to GOS immediately upon the request of GOS.

### Confidential Information of Proponent

Submissions will be accepted in confidence, as they contain financial, commercial, scientific, technical and/or labour relations information, except as may be otherwise provided herein. The confidentiality of such information will be maintained by GOS, except as otherwise required by law or by order of a court or tribunal, or by regulatory order of the Government of Saskatchewan, including but not limited to, the Crown Investment Corporation of Saskatchewan and other agencies or ministries of government including its boards, commissions or panels. Proponents are particularly advised that GOS is subject to legal requirements that may require disclosure of Submission information including, without limitation, under *The Freedom of Information and Protection of Privacy Act* (Saskatchewan). Notwithstanding the foregoing, GOS reporting requirements may result in the public disclosure of the Agreement to the Successful Supplier(s).

Proponents are advised that their Submissions will, as necessary, be disclosed, on a confidential basis, to advisers retained by GOS, and/or to Crown corporations (as defined in The Crown Corporations Act, 1993) and GOS agencies or ministries, including its boards, commissions or panels, to advise or assist with the NRFP process, including the evaluation of Submissions. If a Proponent has any questions about the collection and use of personal information pursuant to this NRFP, questions are to be submitted to the NRFP Contact.

## Procurement Process Non-binding

### 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:

1. this NRFP 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
2. neither the Proponent nor GOS 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 Submission provided in response to this NRFP.

### No Contract until Execution of Written Agreement

This NRFP process is intended to identify prospective Proponents for the purposes of negotiating potential Agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between a Proponent and GOS by this NRFP process. A legal relationship will not arise until the successful negotiation and execution of a written Agreement.

### Non-Binding Price Estimates

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

### Effect of this NRFP

This NRFP process does not in any way restrict or limit GOS’s pre-existing rights to engage in commercial negotiations with any Proponent or to procure the Deliverables from any Successful Supplier through any other process. Without limiting the generality of the foregoing, GOS may:

1. choose whether to evaluate any Submission;
2. modify this NRFP or NRFP process, including any technical, commercial or contractual terms;
3. re-issue this NRFP, either in the same form, or with modifications;
4. begin or end negotiations with any Proponent for some or all of the Deliverables;
5. reject any Submission;
6. abandon its plans to obtain any of the Deliverables;
7. invite anyone (including any Proponent) to give it an offer to provide some or all of the Deliverables under any terms;
8. at any time before executing the Agreement, GOS may do the following:
   * 1. require the Proponent to submit further information not requested in this NRFP to verify the Proponent’s ability to perform the Deliverables, including financial data, references to support assertions of past relevant experience, information about the Deliverables, and proof of the Proponent’s legal capacity to perform the Agreement;
     2. inspect the Proponent’s equipment and facilities that will be used to perform the Agreement to verify the Proponents’ technical or commercial capacity to perform the Agreement; and
9. cancel the NRFP process without liability at any time.

## Governing Law and Interpretation

These Terms and Conditions of the NRFP Process (Part 3):

1. are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
2. 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
3. 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]

##### NRFP PARTICULARS

[**\*\*Note to Procurement:** Procurement to provide Appendix A and Appendix B to client for completion. Procurement to review, consult with client and revise as appropriate. Procurement to incorporate approved Appendix A and approved Appendix B into main NRFP document before posting**\*\***]

[\*\*Important to clearly outline the objectives of the procurement. What are the benefits? What will be the end results? These objectives should give proponents a clearly vision of the future state of the project and/or program.\*\*]

###### THE DELIVERABLES

**[\*\*Describe all information material to the Deliverables. Provide a detailed description of the WORK to be performed by the successful supplier or details the problem to be solved. Should outline the 5W’s (who, what, where, when and sometimes why). Write as if you are trying to explain it to someone who has no knowledge of the procurement.\*\*]**

###### BACKGROUND

**[\*\*Provide some background information that describes your current situation, context and the reason for issuing this NRFP. \*\*]**

MATERIAL DISCLOSURES

**[\*\*Disclose all information material to the contract that could affect the Proponent’s decision to bid 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\*\*]**

###### MANDATORY REQUIREMENTS

The mandatory requirements are listed in Appendix D – Mandatory Requirements and Submission Form.

**[\*\*OR\*\*]**

**If there are no mandatory requirements, please state the following:**

There are no Mandatory Requirements as part of this NRFP.

###### RATED CRITERIA

**[\*\*This is a critical element of your procurement. You may want to consider attaching a questionnaire for the client to complete to assist procurement in developing this section. Consider what is important to GOS when selecting a solution through this NRFP process. Weights should be defendable and reflect the importance of each Best Value criteria identified. Headings below are examples only, and may be modified. Rated Criteria weightings and descriptions should be developed in conjunction with the Deliverables\*\*]**

The following is an overview of the categories and weighting for the rated criteria of the NRFP. Proponents who do not meet a minimum threshold score may not proceed to the next stage of the evaluation process.

|  |  |
| --- | --- |
| **Rated Criteria Category** | **Weighting (Points)** |
| D.1 Proponent Profile | [\*\*x points\*\*] |
| D.2 Proponent Experience and Qualifications | [\*\*x points\*\*] |
| D.3 Proposed Approach | [\*\*x points\*\*] |
| D.5 Value Add-ons and Innovation | [\*\*x points\*\*] |
| D.6 Project/Service/Implementation Plan | [\*\*x points\*\*] |
| D.7 Risk Management Plan | [\*\*x points\*\*] |
| D.8 Proposed Staffing Resources | [\*\*x points\*\*] |
| **[\*\*Set out Additional Criteria and Weighting and Describe\*\*]** |  |
| **D.9 Pricing** | [\*\*x points\*\*] |
| **Total Points** | [\*\*x points\*\*] |

Generally, Submissions that receive less than\_\_\_\_\_\_\_\_% of the points may be rejected after the evaluation of the written Submission. The Evaluation Team will determine how many Submissions, in any, will be short-listed.

Any Submission ranked at the lower-end of the scale in any of the criteria may be rejected.

**[\*\*Disclosure of the criteria order, weighting and relative importance is a requirement under CFTA\*\*]**

**[\*\*Set out the Rated Criteria in separate paragraphs, including the weighting for each criterion, and describe the information that Proponents should include in their Submissions for the purposes of the evaluation. Ensure the criteria and weighting correspond with the above table (with close integration to Sections A.,B. and C.) and be sure to include any information that you intend to evaluate.\*\*]**

**[\*\*Other sections for consideration: Service Governance and Relationship Management, Information Technology Requirements, Information Security Requirements\*\*]**

**[\*\* All text below is provided as EXAMPLES. Content can be added, edited or removed as necessary.\*\*]**

Proponent Profile

Each Proponent should provide the following in its Submission:

A brief introduction and overview of your company and its partnerships; particularly as they are related to this NRFP. GOS is seeking the following information:

Capability and qualifications to provide the Deliverables. [\*\*List specific details related to the project discussed in this NRFP\*\*]

Location of head office and any sub-offices.

Financial Capacity: Documentation supporting financial performance for the past three years (e.g. copies of past-audited financial statements, letters from current financial service providers verifying financial solvency)

Details of any and all subcontracting or partnership arrangements proposed by the Proponent specifically relating to the provision of Services as described herein. Outline the nature of the proposed involvement and the nature of the relationship.

NOTE: The information asked for above should be provided for all Proponents partners and sub-contractors included in Submission.

Proponent Experience and Qualifications

Each Proponent should provide the following in its Submission:

Describe, in detail, three (3) successful engagements of similar size and scope as described in this NRFP.

For each project, provide, at a minimum:

1. An overview of the engagement including client details such as name, contact information, and client industry;
2. A description of the roles and responsibilities your firm, and any partner organizations, had in the engagement;
3. An overview of how the engagement aligns with the scope and scale of the requirements outlined in this NRFP;
4. Project timelines and key milestones including transition and implementation;
5. A list of the deliverables and acceptance criteria;
6. A description of the challenges experienced and key learnings gained by your firm as a result of involvement in the engagement.

NOTE: Projects that represent a similar approach/structure as that which is being proposed are desired. If, for example, you are proposing to engage a specific organizational unit or supplier partner in your proposed approach, it is preferred that project examples provided in response to this section include similarly structured engagements.

Top-ranked Proponents may be asked to provide or confirm client references (including contact name and e-mail address) for each project.

Proposed Approach

Each Proponent should provide a description of your approach to meet the requirements and considerations specified in Appendix A.

Describe, in detail, how your proposed approach will assist GOS in realizing the [\*\*insert the correct term: objectives, deliverables, requirements\*\*] specified in **Section A; Deliverables**. In your Submission, list and describe any other benefits GOS may realize from implementation of your proposed approach.

Describe, in detail, how your proposed approach will deal with each of the Material Disclosures specified in **Section B; Material Disclosures**.

Describe, in detail, how your proposed approach will meet each of the Mandatory Requirements in **Section C; Mandatory Requirements**.

……..

Value Add-ons and Innovation

Each Proponent should provide the following in its Submission:

Details should include any creative alternatives, opportunities, additional benefits or innovations that may be beneficial to the project which, if considered by GOS, would enhance the services provided.

Details of any proposed quality improvements and how they will be measured.

GOS wants to be recognized for taking steps to realize the importance of protecting our environment. Each Proponent should indicate if they participate or are involved in “Green”, environmental and/or sustainable initiatives. If so, provide descriptions of the initiatives.

Project/Service/Implementation/Transition Plan [\*\*Choose one or more types of plan\*\*]

Each Proponent should provide the following in its Submission:

Provide a detailed plan that includes:

* Describe, in detail, the deliverables that you will deliver during the Project/Service/implementation/Transition phase of the engagement
* the estimated start and end dates for each task or phase of the project
* an indication of the deliverables and milestone dates associated with each task or phase
* an indication of the resource allocation for each task or phase
* the method of project monitoring and reporting that will be provided
* an indication of the expectations and support required from the GOS

Risk Management Plan

Each Proponent should provide the following in its Submission:

Describe your approach to risk management. The risk management plan should outline potential risks, the risk owners and plans for mitigating the risks and capture potential risks that fall into the following categories:

**People Risks:** Risks related to the capability / capacity of resources as well as risks associated with management control changes.

**Project Risks:** Risks related to the program management, governance and handover / establishment of obligations.

**Technology Risks:** Risks that threaten the performance of the seamless Transition-In including any risks related to technology operations.

**Stakeholder Risks:** Risks related to all parties involved in the project, delivery of goods or services (Internal, External, Community organizations etc.).

Proposed Team and Resources

[\*\*This section outlines both team and resource information. In some NRFPs, one or both sections may not be required due to the service requirements\*\*]

(a) Team Information

* Describe the proposed team structure and roles.
* Explain how this composition and structure will provide effective service delivery and achievement of performance standards.
* Describe how the team composition and structure would align with the proposed approach.

D.7.1 (*or D.7.2 if using both*) (b) Resource Information

For each resource identified in the team structure above, provide the following information:

* Name, location and role of resource
* Provide an indication of the knowledge, education, qualifications and/or skill sets the resource possesses to deliver the required services
* Specify if the proposed resource is a GOS employee. If yes, provide details on their current role.

Provide a detailed description of your succession plan for the replacement of a team resource(s) (if required) once the resource is working under a contract with the GOS. Describe your approach to the assignment of its resources, including how the Proponent proposes to deal with vacation, illness, resignations, training and other absences, without impact to service delivery.

Proponents may be asked to provide client references (including contact name and e-mail address) for each resource.

Pricing

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, which will be calculated in accordance with the following formula:

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

###### OTHER RATED CRITERIA

|  |  |
| --- | --- |
| **Optional Rated Criteria Category (See PART 2)** | **Weighting (Points)** |
| E.1 Interviews/Presentations/Demonstrations | [\*\*x points\*\*] |
| E. 2 Reference Checks | [\*\*x points\*\*] |
| **Total Points** |  |
| E.3 BAFO | To Be Determined |

Details for Other Rated Criteria will be provided to top-ranked Proponents as outlined in PART 2 of this NRFP.

###### SUBMISSION GUIDELINES

**Submissions should also include all the information requested, and be presented, in the order described below:**

Table of Contents

A listing of the Submission contents with reference to the appropriate page number. Page numbering and tabs are beneficial.

Letter of Introduction

One page of introduction which should be dated and signed by an official authorized to negotiate, make commitments and provide clarifications with respect to the Submission on behalf of the Proponent.

Executive Summary

Provide a summary of the key features of your Submission.

Forms

**Submission Form**

Each Submission should include a Submission Form (Appendix D), or a document containing the information requested by the Submission Form, completed and signed by an authorized representative of the Proponent.

**Pricing Form**

Each Submission should include a Pricing Form (Appendix B), or a document containing the information requested by the Pricing Form, completed in accordance with the instructions contained in the form.

Rated Criteria

Each Submission should include a response to each of the rated criteria (Section D of this Appendix) completed according to the instructions contained in the form.

##### PRICING FORM

Instructions on How to Complete Pricing Form

1. Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for applicable sales taxes, which should be itemized separately.

**[\*\*Include if applicable\*\*]** Exchange Rate Fluctuation: In some cases, it may not be appropriate for the Successful Supplier(s) to assume the risk of currency fluctuations. The solicitation must indicate if exchange rate fluctuation provisions are included as an option for the Successful Supplier(s) and explain clearly how such provisions will be applied.

1. **[\*\*Insert any additional instructions to Proponents regarding how to structure the such as:]**

Transportation Costs – solicited on the basis of Incoterms Delivered Duty Paid (DDP) unloaded.

Pricing Form

**[\*\*Insert pricing table here for the required Deliverables\*\*]**

##### FORM OF AGREEMENT

*The following terms are to be included in any Agreement with the selected Proponent. Although the final wording of the provisions may be subject to negotiation, Proponents should be prepared to enter into an Agreement for the provision of the Deliverables that includes terms and conditions as described below:*

**[\*\*\*Procurement to insert any Terms and Conditions to be included in any subsequent contract(s). Terms and Conditions included here must be approved by purchasing entities legal team\*\*\*]**

##### MANDATORY REQUIREMENTS & SUBMISSION FORM

Mandatory Requirements [\*\*Remove this section if there are no Mandatory Requirements\*\*]

**[\*\*Insert all mandatory requirements. These must be aspects of the Submission 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 Submission\*\*]**

Proponents should complete the following table:

|  |  |  |  |
| --- | --- | --- | --- |
| **The Proponent agrees to the following:** |  | | |
| **Yes** | **No** | **Pg.#** |
| Mandatory #1 |  |  |  |
| Mandatory #2 |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Proponent Information

| Please fill out the following form, naming one person to be the Proponent’s contact for the NRFP 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: |  |

The Proponent acknowledges the NRFP process will be governed by the terms and conditions of the NRFP, 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 GOS and the Proponent unless and until GOS and the Proponent execute a written Agreement for the Deliverables.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Proponent Representative Title of Proponent Representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Proponent Representative Date

##### DEFINITIONS

Throughout this NRFP, the following definitions apply:

**“Agreement”** means the written contract between the top-ranked Proponent and Her Majesty to provide the services contemplated by this NRFP.

**“Client”** (referring to ministry) means Her Majesty the Queen in the right of the Province of Saskatchewan, as represented by the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**“Desirable” “Rated” “Should”** means requirements that may have a degree of importance to be objectives of this NRFP and may be rated.

**“Deliverables”** means the functions, duties, tasks and responsibilities to be provided by the Proponent as described in this NRFP.

**“Delivered Duty Paid”** refers to a transaction where the seller pays for the total costs associated with transporting goods and is fully responsible for the goods until they are received and transferred to the buyer. This includes paying for costs, export and import duties, insurance and any other expenses incurred during shipping of the goods. The risks and charges are with the seller of the goods until delivery is made in the buyer’s country at an agreed-upon location.

**“Entity”** refers to the Government of Saskatchewan, the province or ministries are used for administrative purposes and mean Her Majesty the Queen in Right of the Province of Saskatchewan, as represented by the Minister of \_\_\_\_\_\_\_\_\_\_\_\_.

**“Evaluation Team”** means the individuals who will evaluate the Submissions on behalf of the Government of Saskatchewan.

**“GST”** means Goods and Services Tax (currently at 5%).

**“Mandatory”** means requirements that are imperative and must be met in order for the proposal to receive consideration.

**“NRFP”** means Negotiated Request for Proposal.

**”PST”** means Saskatchewan Provincial Sales Tax (currently 6%).

**“Proponent”** means an individual or a company that provides, or intends to provide, a Submission in response to this NRFP.

**“Saskatchewan Time”** means Local Saskatchewan Time as verified by the time clock located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**“Single Procurement Services”** means the Purchasing Branch under *The Purchasing Act, 2004*.

**“Submission”** means the bid, proposal, or document provided by a Proponent in response to the NRFP*.*

**“Successful Supplier”** means the organization responding to this NRFP who is determined to be successful in this competition and has signed an Agreement.

**(Add any other definitions specific to this NRFP)**