



**THE CITY OF WINNIPEG**

# **REQUEST FOR QUALIFICATION**

**RFQ NO. 141-2025**

**REQUEST FOR QUALIFICATION FOR THE PROVISION OF NURSERY TREES**

## TABLE OF CONTENTS

### PART A –QUALIFICATION SUBMISSION

Form A: Qualification Submission

Form B: Qualification Questionnaire

### PART B - REQUEST FOR QUALIFICATION INFORMATION

B1. Definitions	1
B2. Executive Summary	1
B3. Background	2
B4. Winnipeg	2
B5. Purpose of the Request for Qualifications Document	2
B6. Scope of Work	2
B7. General Conditions	3
B8. Procurement Process	3
B9. Disclosure	3
B10. Conflict of Interest and Good Faith	3
B11. Enquiries	4
B12. Contract Administrator	5
B13. Addenda	5
B14. Confidentiality And Privacy	5
B15. Non-Disclosure	6
B16. No Collusion	6
B17. No Lobbying	6
B18. Eligibility	6
B19. Opening of Qualification Submissions and Release of Information	6
<b>Submission Instructions</b>	
B20. Submission Deadline	7
B21. Qualification Submission	7
B22. Form A: Qualification Submission	7
B23. Experience of Proponent: Form B Questionnaire	8
B24. Unfair Labour Practices	9
B25. Non-Conforming Submissions	10
B26. Proponent's Costs and Expenses	10
<b>Evaluation</b>	
B27. Evaluation Criteria	10
B28. No Contract	11

## PART B - REQUEST FOR QUALIFICATION INFORMATION

### B1. DEFINITIONS

B1.1 When used in this Request for Qualification:

- (a) **"Business Day"** means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) **"Calendar Day"** means the period from one midnight to the following midnight;
- (c) **"City"** means the City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
- (d) **"City Council"** means the Council of the City of Winnipeg;
- (e) **"CNLA standard nursery stock"** means tree nursery stock grown and supplied in accordance with the current Canadian Nursery Stock Standard of the Canadian Nursery Landscape Association;
- (f) **"Contract"** means the combined documents consisting of the Request for Qualification package, Request for Proposal package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (g) **"Contract Administrator"** means the person authorized to represent the City in respect of the Request for Qualifications unless otherwise specified hereinafter;
- (h) **"Contractor"** means the person undertaking the performance of the work under the terms of the Contract;
- (i) **"may"** indicates an allowable action or feature which will not be evaluated;
- (j) **"must"** or **"shall"** indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (k) **"Person"** means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (l) **"Proponent"** means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;
- (m) **"should"** indicates a desirable action or feature which will be evaluated on a relative scale;
- (n) **"Site"** means the lands and other places on, under, in or through which the work is to be performed;
- (o) **"Submission or Qualification Submission"** means that portion of the Request for Qualification which must be completed or provided and submitted by the Submission Deadline;
- (p) **"Submission Deadline"** means the time and date for final receipt of Submissions;
- (q) **"Substantial Performance"** shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;
- (r) **"Work"** or **"Works"** means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all Plant, Material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract, including all Changes in Work which may be ordered as herein provided.

### B2. EXECUTIVE SUMMARY

B2.1 City of Winnipeg Public Service has received Council approval to proceed with procurement of CNLA standard nursery stock as part of the Urban Forest Strategy.

### **B3. BACKGROUND**

B3.1 The City of Winnipeg Urban Forestry Branch of the Public Works Department is responsible for the procurement and planting of trees in the City's public open spaces, boulevards and parks, which provide a significant contribution to the beautification and greening of the City of Winnipeg. The Work to be done under the project: RFQ 141-2025 and the resulting "RFQ Proponents List" for the supply and delivery of nursery trees is on an "as required" basis, ending October 31, 2028.

### **B4. WINNIPEG**

B4.1 Winnipeg is an important Canadian city, and the capital of the Province of Manitoba. Located in Western Canada, Winnipeg plays a prominent role in transportation, finance, manufacturing, agriculture and education. It is known as the Gateway to the West. The City is located near the geographic centre of North America. It lies in a flood plain at the confluence of the Red and Assiniboine rivers and started around the point now commonly known as The Forks. It is protected from flooding by the Red River Floodway. Winnipeg covers an area of 663 square kilometers.

B4.2 For information on City demographics, refer to the City of Winnipeg web site at: [https://www.winnipeg.ca/cao/pdfs/CommunityTrendsandPerformanceReportVolume1\\_2019.pdf](https://www.winnipeg.ca/cao/pdfs/CommunityTrendsandPerformanceReportVolume1_2019.pdf)

B4.3 For information related to the City's political structure, refer to the City of Winnipeg web site at: <https://winnipeg.ca/council/default.stm>

B4.4 For information related to the City's administrative structure and services refer to the City of Winnipeg web site at: <https://winnipeg.ca/interhom/toc/departments.asp>

B4.5 For information related to the City's finances refer to the City of Winnipeg web site at: <https://winnipeg.ca/finance/default.stm>

### **B5. PURPOSE OF THE REQUEST FOR QUALIFICATIONS DOCUMENT**

B5.1 The purpose of this Request for Qualifications (RFQ) is to identify experienced and capable Proponents to supply and deliver quality CNLA standard nursery stock for the City of Winnipeg's Urban Forest Management Programs and Services.

B5.2 There is an opportunity to improve the service level from experienced tree nurseries, to supply and deliver quality CNLA standard nursery stock to be planted throughout the City of Winnipeg on an "as required" basis until October 31, 2028.

B5.3 The City invites qualified individuals to submit a Qualification Submission in response to this RFQ.

B5.4 Notwithstanding B5.1, after receiving the Submissions to this RFQ, the City will review all Submissions received and shortlist all the qualified Proponents. Only those Proponents on the shortlist will be invited to further submit Quotes in response to future requests for the Provision of Nursery Trees.

### **B6. SCOPE OF WORK**

B6.1 The Work to be done under the subsequent Contract shall consist of the Provision of Nursery Trees. The major components of the Work are as follows:

- (a) The City invites qualified individuals to submit a Qualification Submission in response to this RFQ.
- (b) After receiving the Submission to this RFQ, the City will review all Submissions received. Only those Proponents selected for the Pre-qualified Proponent List will be invited to submit quotes in response to future requests for the Provision of Nursery Trees.

- (c) Prices will be requested and evaluated, as part of the Quote Form (Appendix A) for future Provision of Nursery Trees as requested by the City.

## **B7. GENERAL CONDITIONS**

- B7.1 The *General Conditions for the Supply and Delivery of Goods* (Revision 2020 01 31) are applicable to the Work of the Contract.
- B7.1.1 The *General Conditions for the Supply and Delivery of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing t Division website at [General Conditions - Purchasing - Corporate Finance - City of Winnipeg](#)

## **B8. PROCUREMENT PROCESS**

- B8.1 The first stage of the procurement process for the Project is this RFQ. The City intends to invite multiple Proponents to participate in the second stage of the procurement process, Quotations for the Provision of Nursery Trees

## **B9. DISCLOSURE**

- B9.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B9.2 The Persons are:
- (a) N/A

## **B10. CONFLICT OF INTEREST AND GOOD FAITH**

- B10.1 Proponents, by responding to this RFQ, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B10.2 Conflict of Interest means any situation or circumstance where a Proponent or employee of the Proponent proposed for the Work has:
- (a) other commitments;
  - (b) relationships;
  - (c) financial interests; or
  - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
  - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
  - (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of their participation in the RFQ process or the Work; or
  - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFQ process) of strategic and/or material relevance to the RFQ process or to the Work that is not available to other Proponents and that could or would be seen to give that Proponent an unfair competitive advantage.
- B10.3 In connection with their Bid, each entity identified in B10.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
  - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFQ process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
  - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B10.4 Without limiting B10.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B10.5 Without limiting B10.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their employees proposed for the Work;
  - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
  - (c) disqualify a Proponent or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B10.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Proponent if the Proponent, or one of their employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B10.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

## **B11. ENQUIRIES**

- B11.1 All enquiries shall be directed to the Contract Administrator identified in B12.
- B11.2 Any Proponent who has questions as to the meaning or intent of any part of this document or who believes this document contains any error, inconsistency or omission should make an enquiry prior to the Submission Deadline requesting clarification, interpretation or explanation in writing to the Contract Administrator.
- B11.3 If the Proponent finds errors, discrepancies or omissions in the document, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B11.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the RFQ will be provided by the Contract Administrator to all Proponents by issuing an addendum.
- B11.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the RFQ will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B11.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B9 unless that response or interpretation is provided by the Contract Administrator in writing.

B11.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

## **B12. CONTRACT ADMINISTRATOR**

B12.1 The Contract Administrator is:  
Karen Asmundson  
Forestry Technician II – Urban Forestry Branch  
Telephone No. 204-986-2008  
Email Address: kasmundson@winnipeg.ca

## **B13. ADDENDA**

B13.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the RFQ, or clarifying the meaning or intent of any provision therein.

B13.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B13.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).

B13.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B13.5 The Proponent should acknowledge receipt of each addendum on Form A: Qualification Submission.

B13.6 Notwithstanding B11, enquiries related to an Addendum may be directed to the Contract Administrator indicated in B12.

## **B14. CONFIDENTIALITY AND PRIVACY**

B14.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B14.2 The protection of personal information and privacy will be fundamental aspects of the Project. Proponents shall comply with all applicable privacy legislation, including but not limited to the Personal Information Protection and Electronic Documents Act (Canada) ("PIPEDA"). In addition, Proponents are advised that the City is subject to The Freedom of Information and Protection of Privacy Act (Manitoba) ("FIPPA") and that the Contractor will be expected to comply with the obligations imposed upon the City pursuant to FIPPA.

B14.3 The Proponent is advised that any information contained in any Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other

authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

- B14.4 All Qualification Submissions submitted to the City will be kept in confidence with the City for the sole purposes of evaluating and developing the best possible strategic option for the City. Qualification Submissions will become the property of the City. The City will have the right to make copies of all Submissions for their internal review process and to provide such copies to their staff and/or external advisors and representatives.
- B14.5 The City reserves the right to post the names of the shortlisted Proponents, or otherwise make this information public at the end of the RFQ selection process.
- B14.6 All information will become and remain the property of the City; none will be returned. If the Submission contains any proprietary or trade secret information, said information must be indicated as such.

**B15. NON-DISCLOSURE**

- B15.1 Proponents must not disclose any details pertaining to their Qualification Submission and the selection process in whole or in part to anyone not specifically involved in their Submission, without the prior written approval of the City. Proponents shall not issue a news release or other public announcement pertaining to details of their Qualification Submission or the selection process without the prior written approval of the City.
- B15.2 Proponents are advised that an attempt on the part of any Proponent or any of their employees, agents, contractors or representatives to contact any members of City Council or their staff or any member of City Administration other than the Contract Administrator with respect to this RFQ, may lead to disqualification.

**B16. NO COLLUSION**

- B16.1 Upon responding to this RFQ, each Proponent shall declare that they have not participated in any collusive scheme or combine.
- B16.2 Proponents must ensure that their participation in this RFQ is conducted without collusion or fraud on their part or any of their team. Proponents and their team members shall not engage in discussions or other communications with any other Proponents or their team members regarding the preparation or submission of their responses to this RFQ. Breach of this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, from the RFP process.

**B17. NO LOBBYING**

- B17.1 Any form of political or other lobbying whatsoever in relation to the Project or with a view to influencing the outcome of this RFQ process is strictly prohibited. Failure to comply with this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, disqualification from the RFP process.

**B18. ELIGIBILITY**

- B18.1 No Persons involved with the City, or acting as a consultant or subconsultant to the City with respect to this Project, are eligible to submit a Qualification Submission for this RFQ or participate in any manner whatsoever as a participant or advisor to any Proponent participating in this RFQ or subsequent RFP.

**B19. OPENING OF QUALIFICATION SUBMISSIONS AND RELEASE OF INFORMATION**

- B19.1 Qualification Submissions will not be opened publicly.

- B19.2 After evaluation, the names of the shortlisted Proponents and their address(es) will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B19.3 The Proponent is advised that any information contained in any Qualification Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B19.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Qualification Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B19.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator.

## **SUBMISSION INSTRUCTIONS**

### **B20. SUBMISSION DEADLINE**

- B20.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 27, 2025.
- B20.2 The Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B20.1.

### **B21. QUALIFICATION SUBMISSION**

- B21.1 The Qualification Submission should consist of the following components:
- (a) Form A: Qualification Submission;
  - (b) Form B: Qualification Questionnaire.
- B21.2 The Qualification shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B21.2.1 Qualifications will **only** be accepted electronically through MERX.
- B21.3 All requirements of the RFQ should be fully completed or provided, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B21.4 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with B27.1(a).
- B21.5 All Submissions received in response to this RFQ will be kept in confidence with the sole purposes of evaluating and developing the best possible strategic option for the City.
- B21.6 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.
- B21.7 The City reserves the right to make additional copies of all Submissions for their internal review process and to provide such copies to their staff and external advisors.

### **B22. FORM A: QUALIFICATION SUBMISSION**

- B22.1 Further to B21.1(a), the Proponent shall complete Form A: Qualification Submission, making all required entries.
- B22.2 Paragraph 2 of Form A: Qualification Submission shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, their name shall be inserted;

- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B22.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B22.2.

B22.3 In Paragraph 3 of Form A: Qualification Submission, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of this RFQ.

B22.4 Paragraph 7 of Form A: Qualification Submission should be signed in accordance with the following requirements:

- (a) if the Proponent is sole proprietor carrying of business in their own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by their duly authorized officer or officers;
- (d) if the Proponent is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B22.5 The name and official capacity of all individuals signing Form A: Qualification Submission should be printed below such signatures.

B22.6 If a Submission is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Submission, shall be both jointly and several.

### **B23. EXPERIENCE OF PROPONENT: FORM B QUESTIONNAIRE**

B23.1 Further to B21.1(b), the Proponent should submit information in sufficient detail for the City to evaluate the qualifications of the Proponent(s) by providing:

- (a) proof that they are responsible and not suspended, debarred or in default of any obligation to the City;
- (b) financial proof they are capable of carrying out the terms of the Contract;
- (c) that they have a written workplace safety and health program in accordance with The Workplace Safety and Health Act;
- (d) documentation of five (5) years or more tree nursery operation experience, capital, organization, tree nursery facilities, staff and equipment to produce and deliver CNLA tree nursery stock in a contract of similar scope, nature and value of work;
- (e) evidence of the ability to deliver multiple orders of tree stock within a specific time frame
  - (i) Deliveries to Civic Nursery must be scheduled in advance and take place between 8:30am and 1:30pm Monday to Friday.
  - (ii) All costs including tree shipping and tarp return shipping must be included in per tree costs.
- (f) Agreement to label all delivered trees with names consistent with species names provided in the species availability lists submitted to the City.
- (g) the number of successfully completed contracts similar in size, scope and complexity;
- (h) the details of the scope and value of each contract;
- (i) the names of clients;

- (j) one (1) or more references for recent projects similar in size and scope. Each reference should be sufficient to clearly demonstrate the Proponent's production capacity and expertise, and consist of a company name, contact name, email address, phone number and a brief client description
- (k) Detailed description and specifics about how the Proponent's operations are unique and superior to the competition for the above (a) to (j).

B23.2 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B23.3 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's facilities are adequate to supply trees as per this Request for Qualification.

## **B24. UNFAIR LABOUR PRACTICES**

B24.1 The Contractor declares that in bidding for the Work and in entering into a Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) <https://www.ilo.org/global/lang--en/index.htm> conventions as ratified by Canada.

B24.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.

B24.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).

B24.4 Failure to provide the evidence required under B24.3, may be determined to be an event of default in accordance with C18.

B24.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.

B24.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.

B24.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with B24.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.

B24.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

**B25. NON-CONFORMING SUBMISSIONS**

- B25.1 Notwithstanding B21.1, if a Proponent’s Submission is not strictly in accordance with any provision of this RFQ, the City may, at their option:
- (a) waive the non-conformance if, in the City’s opinion, the non-conformance is immaterial; or
  - (b) reject the Submission as non-responsive if, in the City’s opinion, the non-conformance is material.
- B25.1.1 If the non-conformance is an omission, the City may, at their discretion, give the Proponent up to five (5) Business Days to supply the omitted material.
- B25.2 If the requested information is not submitted by the time specified in B25.1.1, the Submission will be determined to be non-responsive.

**B26. PROPONENT’S COSTS AND EXPENSES**

- B26.1 Proponents are solely responsible for their own costs and expenses in preparing and submitting a Qualification Submission and participating in the RFQ, including the provision of any additional information or attendance at meetings.
- B26.2 If a Proponent is successful and becomes part of the City’s Pre-qualified Proponents List, all costs and expenses incurred to prepare and submit responses to the City’s future requests will be borne by the Pre-qualified Proponent.

**EVALUATION**

**B27. EVALUATION CRITERIA**

- B27.1 Proponents will have their Submissions evaluated in accordance with the criteria and weight factors indicated below:

<b>EVALUATION CATEGORY</b>	<b>WEIGHTING</b>
(a) Completeness of responses to stated requirements	<b>Pass/Fail</b>
(b) Experience of Proponent as identified in B23	<b>Pass/Fail</b>

- B27.2 Further to B27.1(a) and B25, the City may reject a Submission as being non-responsive if the Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The City may reject all or any part of any Submission, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B27.3 Further to B27.1(b), experience of Proponent shall be evaluated considering the information submitted in reference to the Proponent’s organization and plan, project experience and references submitted, in accordance with B23.
- B27.4 Reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B27.5 The City has full power to conduct an independent verification of information in any Submission received and generally pertaining to the qualifications and experience of the Proponent and any proposed members of their team.

B27.6 The City may, in their sole discretion, interview any or all Proponents during the evaluation process, to provide clarification or additional information in relation to their Submission.

**B28. NO CONTRACT**

B28.1 By submitting a Qualification Submission and participating in the process as outlined in this document, Proponents expressly agree that no contract of any kind is formed under, or arises from this RFQ, and that no legal obligations will arise.

B28.2 Although it is the intention of the City to establish a shortlist of Proponents to participate in the Quotation stage of the procurement process, the City reserves the right and the full power to give notice in writing of any change to its Contract Administrator, amend any dates, schedules, limits and Scope of Work and any contract awarded, or to reject any and all Submissions, to launch a new or amended procurement process, or to decide that it will not issue the RFQ, without incurring any liability in respect of costs or damages incurred by any Proponent or any member of a private sector team.

B28.3 Without limiting the generality of the foregoing, the City reserves the right and the full power to amend or cancel this RFQ, the procurement process or the Project at any time.

B28.4 If the City proceeds to request a more detailed proposal, only to Proponents determined to be qualified under the RFQ process, the City will have no obligation to award a Contract where:

- (a) only one Submission is received; or
- (b) in the judgment of the City, the interests of the City would best be served by not entering into a Contract.

B28.5 The City reserves the right to disqualify any Proponent whose Submission, in the opinion of the City, contains false or misleading information.

B28.6 Following the conclusion of the procurement process, Proponents will be provided with information related to the evaluation of their Submission upon written request to the Contract Administrator.