# Request for Supplier Qualifications (RFSQ)

For

Granular De-icing Material

Request for Supplier Qualifications No.: **8707-Continuous**

Issued Date: **January 3, 2024**

Response Deadline Date: **Continuous Prequalification Process**

***This is a repost of RFSQ 8707, posted on September 20, 2023.***

***Suppliers who were previously prequalified through RFSQ 8707 do not need to respond to this reposting.***

**TABLE OF CONTENTS**

**PART 1 - INVITATION AND RESPONSE INSTRUCTIONS ..... 1**
1.1 Invitation to Respondents ..... 1
1.2 RFSQ Contact ..... 1
1.3 Type of Agreement for Deliverables ..... 1
1.4 RFSQ Timetable ..... 3
1.5 Responses ..... 3
**PART 2 - EVALUATION OF RESPONSES ..... 5**
2.1 Stages of Evaluation ..... 5
2.2 Stage I – Requirements ..... 5
2.3 Stage II – Written Evaluation ..... 5
2.4 Ranking and Selection ..... 5
2.5 Stage III – Interviews/Presentations and Reference Checks ..... 5
**PART 3 - TERMS AND CONDITIONS OF THE RFSQ PROCESS ..... 7**
3.1 General Information and Instructions ..... 7
3.2 Communication after Issuance of RFSQ ..... 8
3.3 Notification and Debriefing ..... 9
3.4 Conflict of Interest and Prohibited Conduct ..... 9
3.5 Confidential Information ..... 11
3.6 Procurement Process Non-binding ..... 11
3.7 Governing Law and Interpretation ..... 12
**APPENDIX A - RFSQ PARTICULARS ..... 13**
**APPENDIX B - MANDATORY REQUIREMENTS & RESPONSE FORM ..... 15**
**APPENDIX C - MASTER AGREEMENT OR FORM OF AGREEMENT ..... 16**
**APPENDIX D - SAMPLE VENDOR PERFORMANCE ..... 17**
**APPENDIX E - SPECIFICATIONS FOR MANUFACTURED MATERIALS ..... 18**
**APPENDIX F - DEFINITIONS ..... 19**

# PART 1 - INVITATION AND RESPONSE INSTRUCTIONS

## 1.1 Invitation to Respondents

This Request for Supplier Qualifications ("RFSQ") is an invitation by the Government of Saskatchewan on behalf of the Ministry of Highways ("MoH") to prospective respondents for the supply and deliver of **Granular De-icing Material** as further described in the RFSQ Particulars (Appendix A) (the "Deliverables").

MoH uses approximately 100,000 tonnes of de-icing material annually, which is supplied and delivered to approximately 144 locations throughout the province on an if and as required basis. MoH is seeking a product that will efficiently enhance what is currently used in Saskatchewan's Salt Program, as described in Appendix E - SMM 602-1 Section 2.

## 1.2 RFSQ Contact

Direct any questions regarding this competition to:

**rfxquestions@gov.sk.ca**

**Attention: Camden Harkness, RFSQ 8707-Continuous**

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of GOS, 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.

Inquiries and their Responses may be posted on the website sasktenders.ca at the sole discretion of the GOS, without revealing the source of the inquiry.

## 1.3 Type of Agreement for Deliverables

Responses will be evaluated in accordance with the evaluation process set out in Part 2 of the RFSQ. Based on the evaluation of Responses, those that meet the pass threshold outlined in Section D of Appendix A will be selected for inclusion on a prequalified list of suppliers that are eligible to participate in an invitational second stage competitive process for the potential provision of the Deliverables to the Ministry of Highways (MoH).

### 1.3.1 Prequalification Process

This pre-qualification will be posted to SaskTenders on a continuous basis for the length of the RFSQ term. The same terms and conditions, qualifications, requirements and evaluation processes set out in the initial RFSQ document will apply to all Respondents. The evaluations and selection of Respondents will occur quarterly or at the discretion of GOS from the Issue Date of RFSQ onboarding until the onboarding process ends. The onboarding process is expected to continue until six (6) months prior to expiration of the RFSQ term, and questions will be answered continuously through the onboarding process.

Respondents that are not qualified through this process, will not be eligible to re-qualify until three (3) months after their last Submission.

Inclusion on the Prequalified Supplier list will be indefinite with the following exceptions and opportunities:

- GOS, at its sole and absolute discretion, may require a Prequalified Supplier to update their technical submission for evaluation. Failure to provide an updated technical submission by the specified deadline, when requested, may result in removal of the supplier from the prequalified list.
- The Prequalified Supplier may wish to opt out of the Prequalified Supplier list by notifying GOS; however, the Supplier will be required to wait a period of three (3) months before resubmitting a response to be requalified. GOS, at its sole and absolute discretion may wave this requirement.
- The GOS reserves the right to terminate the supplier prequalification(s) at any time, by providing a notice of termination to all the Prequalified Suppliers.

### 1.3.2 Invitational Second-Stage Process

Only Respondents that are deemed prequalified will be considered for the invitational second-stage process. Second-stage invitations will be sent out via email to the Respondent Contact listed on the Respondent Information in Appendix B.

Prequalified Supplier(s) invited to bid on the second-stage process will have their Responses evaluated using the evaluation criteria to be specified in the invitational second-stage process which may include but is not limited to:

- Pricing Form;
- Quantity of Items;
- Delivery Timeframe;
- Applicable liquidated damages (this amount will be applied daily for each calendar day of delay of service, up to a maximum of 30 days. This will be subject to the limitation that the total amount of liquidated damages shall not exceed 10% of the awarded total);
- Additional details that may apply.

No single supplier should be given preference over any other on the list.

Respondents which are prequalified pursuant to this RFSQ are not guaranteed any volume of goods or service subsequent to this RFSQ, as all orders will be on an “as required basis”.

GOS reserves the right to engage other suppliers through additional competitive processes should it be deemed in the best interest of the GOS to do so.

As part of the GOS audit process, Prequalified Suppliers may be required to complete a survey at the end of each term, in order to verify participation and usage.

## 1.4 RFSQ Timetable

| | |
|---|---|
| Issue Date of RFSQ | **January 3, 2024** |
| Deadline for Questions (Initial Submission) | **Ongoing** |
| Deadline for Issuing Addenda (Initial Submission) | **Ongoing** |
| Submissions Deadline | **Continuous Prequalification Process** |

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

## 1.5 Responses

### 1.5.1 Responses

Respondents must submit by email.

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

If there are multiple Responses received from a Respondent, the last email copy submitted will prevail.

The Response Deadline is outlined in Section 1.4 – RFSQ Timetable.

**Responses by email:**

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

response@gov.sk.ca

**The subject line of the email should contain the competition reference number, competition title and company name (example: RFSQ XXXX-Title-Company Name).**

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.

Email submissions with links to a cloud based storage system (i.e. Dropbox, Google Drive, OneDrive) will not be accepted.

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. The GOS will provide confirmation of email receipt to Proponents via an automatic email message. If no confirmation email is received, please contact 306-787-6871.

Prior to closing, GOS will maintain confidentiality of email Submissions subject to the GOS officials opening an email 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 Respondent Responses via Email* on SaskTenders.**

### 1.5.2 Responses to be Received on Time

Responses must be received at the email address set out above on or before the Response Deadline. Responses received after the Response Deadline will not be accepted.

Onus and responsibility rests solely with the Respondent to submit its Response to the exact email address indicated in this RFSQ on or before the Response Deadline. GOS does not accept any responsibility for Responses submitted to any other email address by the Respondent or its delivery agents. Respondents are advised to make Responses well before the deadline. Respondents making Responses near the deadline do so at their own risk.

### 1.5.3 Amendment of Responses

Respondents may amend their Responses prior to the Response Deadline by submitting the amendment to the email address set out above. Any amendment should clearly indicate the RFSQ title and number, and which part of the Response the amendment is intended to amend or replace.

### 1.5.4 Withdrawal of Responses

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

[End of Part 1]

# PART 2 - EVALUATION OF RESPONSES

## 2.1 Stages of Evaluation

GOS will conduct the evaluation of Responses in the following stages:

## 2.2 Stage I – Requirements

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

**Mandatory Requirements (Optional)**

If GOS determines that a Response fails to meet any of the mandatory or submission requirements, GOS may at its discretion offer a rectification process identifying the deficiencies and providing the Respondent an opportunity to rectify the deficiencies. If the Respondent fails to respond, or to satisfy those mandatory or submission requirements within the Rectification Period, it will be assessed on the initial Response or eliminated from the process at GOS's discretion. The Rectification Period will begin to run from the date and time that GOS issues a rectification notice to the Respondent. The mandatory and submission requirements are set out in Appendix A, Section C and Section F respectively.

GOS may eliminate mandatory requirements unmet by all Respondents.

## 2.3 Stage II – Written Evaluation

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

The term "requirement" (or similar term used in this RFSQ) is used for convenience only and is not intended to imply that any Response that does not exactly match or meet such a "requirement" will necessarily be disqualified. Instead, as part of the evaluation process, Respondents, 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 RFSQ.

The mandatory requirement for pilot testing of proposed products will take place during the subsequent Winter season. MoH, at its sole discretion, may waive this requirement if it is proven to be advantageous to proceed.

## 2.4 Ranking and Selection

Based on the evaluation of the responses in Stage II, GOS intends to select up to three (3) of the highest scoring respondents for product testing in the field trial pilot. Respondents who pass the field trial pilot may be included on a prequalified list of suppliers to be invited to participate in subsequent second stage competitions for the supply and delivery of pre-approved granular deicer materials.

## 2.5 Stage III – Interviews/Presentations and Reference Checks

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

### 2.5.1 Interview/Presentation (Optional)

Top-ranked Respondent(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 Respondent for the interview/presentation shall be provided to the Evaluation Team.

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

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

### 2.5.2 Reference Checks (Optional)

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

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

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

[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 may not be considered to form part of its Response. If Respondents wish to reference websites or external documents, they should obtain the approval of the RFSQ Contact prior to the Response Date. Respondents 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 Response. GOS may, at any time, require a Respondent to provide a hard copy of some or all of the external content referenced.

### 3.1.4 References and Past Performance

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

### 3.1.5 Information in RFSQ Only an Estimate

GOS 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 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 GOS

GOS will not return the Response or any accompanying documentation submitted by a Respondent.

### 3.1.8 Trade Agreements

Respondents 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 RFSQ.

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

This RFSQ process will not result in any commitment by MoH to purchase any goods or services from any respondent. While MoH intends to integrate new granular deicer Material into its highway maintenance program, it is under no obligation to do so. MoH may, in its sole and absolute discretion, choose not to proceed with the use of any proposed new granular deicer material for any future competitive process. Furthermore, MoH may, in its sole and absolute discretion, may waive any field trial pilot(s). MoH makes no guarantee of the value or volume of Deliverables that may be required. MoH may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally .

### 3.1.10 Evaluation Committee

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

## 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 in writing or seek additional information 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. 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 RFSQ Contact. It is the responsibility of the Respondent to seek clarification from the RFSQ Contact on any matter it considers to be unclear. GOS is not 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 GOS, 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. Any information obtained in a method other than an addendum should not be relied upon. 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 GOS.

### 3.2.3 Post-Deadline Addenda and Extension of Response Deadline

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

### 3.2.4 Verify, Clarify and Supplement

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

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

### 3.2.5 Time Disputes

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

## 3.3 Notification and Debriefing

### 3.3.1 Notification to Successful Respondents

The successful Respondents selected by GOS to enter into the Master Agreement [**or**] to be included on a prequalified suppliers list in accordance with the process set out in the Evaluation of Responses (Part 2) will be so notified by GOS.

### 3.3.2 Notification to Other Respondents

Once the selected Respondents have been notified, the other Respondents will be notified by GOS of the outcome of the RFSQ process.

### 3.3.3 Debriefing

Respondents who provide a Response 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 RFSQ Contact within thirty (30) calendar days of such notification. The intent of the debriefing information session is to aid the Respondent in presenting a better Response in subsequent procurement opportunities.

## 3.4 Conflict of Interest and Prohibited Conduct

### 3.4.1 Conflict of Interest

GOS may disqualify a Respondent, 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 RFSQ, "Conflict of Interest" includes any situation or circumstance where, in relation to a GOS procurement competition, a participating Respondent 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:

(a) having, or having access to, information in the preparation of its Response that is not available to other Respondents, but such does not include information a Respondent 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;

(b) 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

(c) 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 Respondents 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 Respondent may, in the sole discretion of GOS, be disqualified from this RFSQ process if a Respondent is found to have a Conflict of Interest.

### 3.4.2 Disqualification for Prohibited Conduct

GOS may disqualify a Respondent, 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 Respondent has engaged in any conduct prohibited by this RFSQ.

### 3.4.3 Prohibited Respondent Communications

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

### 3.4.4 Respondent Not to Communicate with Media

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

### 3.4.5 No Lobbying

Respondents should 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 the Respondent(s).

### 3.4.6 Employee Responses

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

### 3.4.7 Illegal or Unethical Conduct

Respondents are not to engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents 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 Responses 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 RFSQ.

### 3.4.8 Past Performance or Past Conduct

GOS may prohibit a Respondent 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:

(a) illegal or unethical conduct as described above;

(b) the refusal of the Respondent to honour its submitted pricing or other commitments; or

(c) any conduct, situation or circumstance determined by GOS, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest;

(d) or otherwise outlined in the CFTA.

## 3.5 Confidential Information

### 3.5.1 Confidential Information of GOS

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

(a) is the sole property of GOS 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 Agreement for the Deliverables;

(c) must not be disclosed without prior written authorization from GOS; and

(d) must be returned by the respondent to GOS immediately upon the request of GOS.

### 3.5.2 Confidential Information of Respondent

Responses 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. Respondents are particularly advised that GOS is subject to legal requirements that may require disclosure of Response 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).

Respondents are advised that their Responses 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 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 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 response provided in Response to this RFSQ.

### 3.6.2 Cancellation

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

## 3.7 Governing Law and Interpretation

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

(a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);

(b) are non-exhaustive and must not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and

(c) are to be governed by and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein.

[End of Part 3]

# APPENDIX A - RFSQ PARTICULARS

## A. THE DELIVERABLES

The Government of Saskatchewan (GOS), Ministry of Highways (MoH) is conducting a Request for Supplier Qualifications (RFSQ) to prequalify suppliers to provide Granular De-icing Material to various locations throughout the province on an if and when needed basis.

The proposed product may be utilized to enhance the products currently used in Saskatchewan's Salt Program, as described in Appendix E - SMM 602-1. The product may be requested for delivery to any of the 144 existing fabric structures, wooden sheds and salt silos to be later distributed using the Ministry's existing snow clearing equipment.

Preference will be given to Supplier(s) that can provide a product that is on the *Clear Roads* qualified products list. The Clear Roads qualified products list can be found at https://clearroads.org/download/qpl-list-9-15-2023.

## B. MATERIAL DISCLOSURES

Field trail pilot testing of proposed products will take place during the 2023/24 Winter season. Product may be requested at various locations across Saskatchewan during the field trail pilot. Respondents whose products successfully pass the pilot testing may be invited to participate in potential invitational second stage competitive processes for the procurement of the Deliverables.

MoH may, in its sole and absolute discretion, may waive any field trial pilot(s).

## C. MANDATORY REQUIREMENTS

The mandatory requirements are listed in Appendix B – Mandatory Requirements and Response Form.

## D. VENDOR PERFORMANCE

The Ministry will undertake an evaluation of the Successful Suppliers' performance on this project and may use that information, in part, to determine which bid provides the best value in future Competitions. The Vendor Performance Evaluation Form will be used to rate the Successful Suppliers' performance during this project. Further instructions can be found in PM100-01 Vendor Performance Evaluation Guidelines, both documents are attached separately.

## E. RATED CRITERIA

The following is an overview of the categories and weighting for the rated criteria of the RFSQ:

| **Rated Criteria Category** | **Weighting (Points)** |
|---|---|
| Respondent Profile | 10 |
| Respondent Experience | 10 |
| Product Overview | 80 |
| **Total Points** | 100 |

Generally, Responses that receive less than 70% of the points may be rejected after the evaluation of the written Response. The Evaluation Team will determine how many Responses, if any, will be short-listed.

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

## F. OTHER RATED CRITERIA

| **Optional Rated Criteria Category (See PART 2)** | **Weighting (Points)** |
|---|---|
| F.1 Reference Checks | 10 |
| **Total Points** | 10 |

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

## APPENDIX B - MANDATORY REQUIREMENTS & RESPONSE FORM

*The Mandatory Requirements & Response Form in its entirety should be completed and is posted separately on SaskTenders.*

# APPENDIX C - MASTER AGREEMENT OR FORM OF AGREEMENT

*The following terms are to be included in any Agreement with the selected respondent. Although the final wording of the provisions may be subject to negotiation, Respondents should be prepared to enter into an Agreement for the provision of the Deliverables that includes terms and conditions, which will be attached separately on SaskTenders.*

# APPENDIX D - SAMPLE VENDOR PERFORMANCE

*The Sample Report in its entirety is posted separately on SaskTenders.*

## APPENDIX E - SPECIFICATIONS FOR MANUFACTURED MATERIALS

SMM 602-1 is posted separately on SaskTenders for reference.

# APPENDIX F - DEFINITIONS

Throughout this RFSQ, the following definitions apply:

**"Agreement"** means the written contract between the top-ranked respondent and His Majesty to provide the services contemplated by this RFSQ.

**"Client"** (referring to ministry) means His Majesty the King in the right of the Province of Saskatchewan, as represented by the Ministry of Highways

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

**"Deliverables"** means the functions, duties, tasks and responsibilities to be provided by the respondent as described in this RFSQ.

**"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 His Majesty the King in Right of the Province of Saskatchewan, as represented by the Minister of Highways.

**"Evaluation Team"** means the individuals who will evaluate the responses 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 response to receive consideration.

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

**"Respondent"** means an individual or a company that provides, or intends to provide, a response to this RFSQ.

**"Response"** means the bid, proposal, or document provided by a Respondent in Response to the RFSQ.

**"RFSQ"** means Request for Supplier Qualifications.

**"Successful Respondent"** means the organization responding to this RFSQ who is determined to be successful in this competition and has been added to the prequalified supplier list by GOS.