



THE CITY OF WINNIPEG

REQUEST FOR QUALIFICATION

RFQ NO. 154-2023

PROVISION OF ANNUAL, TROPICAL AND PERENNIAL PLANT MATERIAL

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PART B - REQUEST FOR QUALIFICATION INFORMATION

B1. DEFINITIONS

B1.1 When used in this Request for Qualification:

- (a) **"Annuals"** means plants that completes their life cycle in a single growing season. The dormant seed is the only part of an annual that survives from one growing season to the next;
- (b) **"Business Day"** means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (c) **"Calendar Day"** means the period from one midnight to the following midnight;
- (d) **"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;
- (e) **"City Council"** means the Council of the City of Winnipeg;
- (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) **"Perennials"** means; plants that die back to the ground in fall then send up fresh growth in the spring;
- (l) **"Person"** means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (m) **"Plant Material"** means, floral and herbaceous plants that are used in the planting beds and gardens displayed throughout the City of Winnipeg;
- (n) **"Proponent"** means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;
- (o) **"should"** indicates a desirable action or feature which will be evaluated on a relative scale;
- (p) **"Site"** means the lands and other places on, under, in or through which the work is to be performed;
- (q) **"Submission or Qualification Submission"** means that portion of the Request for Qualification which must be completed or provided and submitted by the Submission Deadline;
- (r) **"Submission Deadline"** means the time and date for final receipt of Submissions;
- (s) **"Tropicals"** means; a plant that grows naturally in a tropical climate and is not native to Manitoba;
- (t) **"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. BACKGROUND

B2.1 The City of Winnipeg Parks and Open Space Division of the Public Works Department is responsible for the procurement and planting of the annual floral planting plans in the City's public open spaces, boulevards and parks. The annual, tropical and perennial plants and flowers displays are a significant contribution to the beautification and greening of the City of Winnipeg. The Work to be done under the project: RFQ 154-2023 and the resulting "RFQ Bidders List" for the supply and delivery of annual, tropical and perennial plant material is on an as required basis ending September 30, 2026.

B3. WINNIPEG

B3.1 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.

B3.2 For information on City demographics, refer to the City of Winnipeg web site at: https://www.winnipeg.ca/cao/pdfs/CommunityTrendsandPerformanceReportVolume1_2019.pdf

B3.3 For information related to the City's political structure, refer to the City of Winnipeg web site at: <https://winnipeg.ca/council/default.stm>

B3.4 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>

B3.5 For information related to the City's finances refer to the City of Winnipeg web site at: <https://winnipeg.ca/finance/default.stm>

B4. PURPOSE OF THE REQUEST FOR QUALIFICATIONS DOCUMENT

B4.1 The purpose of this Request for Qualifications (RFQ) is to identify experienced and capable Proponents to supply and deliver, annual, tropical and perennial plant material for the City of Winnipeg's floral displays.

B4.2 There is an opportunity to improve the service level from experienced greenhouse garden centres within proximity of 50 Km to the City, to supply and deliver annual, tropical and perennial plant material for floral display throughout the City of Winnipeg on an as required basis until September 30, 2026.

B4.3 The City invites qualified individuals to submit a Qualification Submission in response to this RFQ.

B4.4 After receiving the Submissions to this RFQ, the City will review all Submissions received and place qualified Proponents on our Pre-Qualified Proponents List. Only those Proponents on the Pre-qualified Proponents List will be invited to submit Quotes in response to future requests for the Provision of Annual, Tropical and Perennial Plant Material.

B5. SCOPE OF WORK

B5.1 The Work to be done under the subsequent Contract shall consist of the provision of annual, tropical and perennial plant material.

B5.2 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 Submissions to this RFQ, the City will review all Submissions received. Only those Proponents moving forward to the Pre-qualified Proponents List will be invited to submit quotes in response to future requests for the Provision of Annual, Tropical and Perennial Plant Material.
- (c) Prices, available supply and delivery dates will be requested and evaluated, as part of the Quote Form (Appendix A) for future Provision of Annual, Tropical and Perennial Plants as requested by the City.

B6. GENERAL CONDITIONS

B6.1 The *General Conditions for the Supply and Delivery of Goods* (Revision 2020 01 31) are applicable to the Work of the Contract.

B6.1.1 The *General Conditions for the Supply and Delivery of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgmt/gen_cond.stm

B7. PROCUREMENT PROCESS

B7.1 The first stage of the procurement process is the issuance of this RFQ. The City intends to invite the pre-qualified Proponents to submit Quotes in response to future requests for the Provision of Annual, Tropical and Perennial Plant Material.

B7.2 Proponents will be placed on a Pre-qualified Proponents list and invited to respond to Quotes for the Provision of Annual, Tropical and Perennial Plants. The City will evaluate the detailed quotes received from the Proponents and select the preferred Proponents for the purposes of concluding the Provision of Annual, Tropical and Perennial Plants.

B8. DISCLOSURE

B8.1 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.

B8.2 The Persons are:

- (a) N/A

B9. CONFLICT OF INTEREST AND GOOD FAITH

B9.1 Proponents, by responding to this RFQ, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B9.2 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.

B9.3 In connection with their Bid, each entity identified in B9.2 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.

B9.4 Without limiting B9.3, 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.

B9.5 Without limiting B9.3, 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 B9.4 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.

B9.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B10. ENQUIRIES

B10.1 All enquiries shall be directed to the Contract Administrator identified in B11.

B10.2 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.

B10.3 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.

B10.4 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.

B10.5 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.

B10.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B8 unless that response or interpretation is provided by the Contract Administrator in writing.

B10.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B11. CONTRACT ADMINISTRATOR

B11.1 The Contract Administrator is:
Larry Knowles
Coordinator of Operational Support
Telephone No. 204-986-2458
Email Address: lknowles@winnipeg.ca

B12. ADDENDA

B12.1 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.

B12.2 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.

B12.3 Addenda will be available on the MERX website at www.merx.com.

B12.4 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.

B12.5 The Proponent should acknowledge receipt of each addendum on Form A: Qualification Submission.

B12.6 Notwithstanding B10, enquiries related to an Addendum may be directed to the Contract Administrator indicated in B11.

B13. CONFIDENTIALITY AND PRIVACY

B13.1 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.

- B13.2 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.
- B13.3 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).
- B13.4 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.
- B13.5 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.
- B13.6 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.

B14. NON-DISCLOSURE

- B14.1 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.
- B14.2 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.

B15. NO COLLUSION

- B15.1 Upon responding to this RFQ, each Proponent shall declare that they have not participated in any collusive scheme or combine.
- B15.2 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.

B16. NO LOBBYING

- B16.1 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.

B17. ELIGIBILITY

B17.1 No Persons involved with the City, or acting as a consultant or sub-consultant 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.

B18. OPENING OF QUALIFICATION SUBMISSIONS AND RELEASE OF INFORMATION

B18.1 Qualification Submissions will not be opened publicly.

B18.2 After evaluation, the names of the shortlisted Proponents and their address(es) will be available on the MERX website at www.merx.com.

B18.3 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).

B18.3.1 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.

B18.4 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

B19. SUBMISSION DEADLINE

B19.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 20, 2023.

B19.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B19.1.

B20. QUALIFICATION SUBMISSION

B20.1 The Qualification Submission should consist of the following components:

- (a) Form A: Qualification Submission (Section A);
- (b) Experience of Proponent (Section B).

B20.2 The Qualification shall be submitted electronically through MERX at www.merx.com.

B20.2.1 Qualifications will **only** be accepted electronically through MERX.

B20.3 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.

B20.4 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with B26.1(a) below.

B20.5 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.

B20.6 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.

B20.7 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.

B21. FORM A: QUALIFICATION SUBMISSION

B21.1 Further to B20.1(a), the Proponent shall complete Form A: Qualification Submission, making all required entries.

B21.2 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.

B21.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B21.2.

B21.3 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.

B21.4 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.

B21.5 The name and official capacity of all individuals signing Form A: Qualification Submission should be printed below such signatures.

B21.6 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.

B22. EXPERIENCE OF PROPONENT

B22.1 Further to B20.1(b), the Proponent should submit information in sufficient detail for the City to evaluate the qualifications of the Proponent(s) by providing:

- (a) their organization, management and plan;
- (b) proof that they are responsible and not suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have a written workplace safety and health program pursuant to The Workplace Safety and Health Act (Manitoba).

- (e) documentation of five (5) years greenhouse operation experience, capital, organization, greenhouse facilities, staff and equipment to produce and deliver annual, and/or tropical, and/or perennial plants and floral material in a contract of similar scope, nature and value of work;
- (f) applicants overview highlighting their company's knowledge and experience in greenhouse operations specific to the production of annuals, tropical and perennials;
- (g) evidence of the ability to deliver multiple orders of plant material within a specific time frame;
- (h) the number of contracts similar in size, scope and complexity;
- (i) the details of the scope and value of each contract;
- (j) the names of clients;
- (k) one (1) or more references for recent contracts of similar scope, nature and value of work. Each reference should be sufficient to clearly demonstrate the Proponent's production capacity and expertise and shall consist of a client's company name, contact name, email address, phone number and a brief client description.
- (l) what makes your operation unique and superior to the competition for the above B22.1(a) to B22.1(k).

B23. UNFAIR LABOUR PRACTICES

- B23.1 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.
- B23.2 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.
- B23.3 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.).
- B23.4 Failure to provide the evidence required under B23.3, may be determined to be an event of default in accordance with C18.
- B23.5 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.
- B23.5.1 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.
- B23.5.2 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 clause B23.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.

B23.5.3 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.

B24. NON-CONFORMING SUBMISSIONS

B24.1 Notwithstanding B20.1, 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.

B24.1.1 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.

B24.2 If the requested information is not submitted by the time specified in B24.1.1, the Submission will be determined to be non-responsive.

B25. PROPONENT'S COSTS AND EXPENSES

B25.1 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.

EVALUATION

B26. EVALUATION CRITERIA

B26.1 Proponents will have their Submissions evaluated in accordance with the criteria and weight factors indicated below:

- (a) Completeness of responses to stated requirements pass/fail
- (b) Experience of Proponent as identified in B22 pass/fail

B26.2 Further to B26.1(a) and B24, 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.

B26.3 Further to B26.1(b) and B24, the Proponent shall be evaluated considering the information submitted in response to greenhouse operation experience of 5 years, horticultural knowledge and commercial business knowledge, have the required vehicles and equipment to provide deliveries to the City and have proven ability to supply and deliver a wide selection of high quality flowers and plants to the City.

B26.4 Further to B26.1(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 B22.

B26.5 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.

B26.6 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.

B26.7 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.

B27. NO CONTRACT

B27.1 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.

B27.2 Although it is the intention of the City to establish a shortlist of Proponents to participate in the RFP stage of the procurement process, the City reserves the right and the full power to give notice in writing of any change to their 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 RFP, without incurring any liability in respect of costs or damages incurred by any Proponent or any member of a private sector team.

B27.3 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.

B27.4 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.

B27.5 The City reserves the right to disqualify any Proponent whose Submission, in the opinion of the City, contains false or misleading information.

B27.6 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.

APPENDIX A – QUOTE FORM

SUPPLY OF ANNUAL AND PERENNIAL PLANTS

Category of Service		Reference Number	
Date of Issue		Commencement Date	
Response date		Completion Date	

Engagement Specifications – Work Required

Special Instructions
1.
2.
3.

Engagement Acceptance Criteria	
Award of the Engagement shall be based on the following bid evaluation criteria	
Pre-qualified Proponent can supply plants as ordered	Pass/Fail
Pre-qualified Proponent can deliver plants by a stated date	Pass/Fail
Lowest unit price for Annual and Perennial plants	Pass Fail
Note: The delivery hours are Monday through Friday 7:00 am – 1:00 pm, excluding holidays.	

Warranty Information (not withstanding C12)

PMO Only	
Request Number:	Request Contact:
<input type="checkbox"/> Approved	<input type="checkbox"/> Declined