

**Non-binding  
Request for  
Quote  
GUIDANCE  
& TRAINING**

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## About the NRQ

The Non-Binding Request for Quote ("NRQ") process was created in response to the BC Procurement Strategy and its missions to make it easier for vendors to do business with the BC Government, and create more opportunities for businesses of all sizes, by adapting practices, and growing and sustaining a community of suppliers. The NRQ helps to address both missions and brings an easy-to-use solicitation approach for low value purchases of goods or services, with a process designed to create value for money.

## What is an NRQ?

An NRQ is a corporate template for Ministry buyers that allows for a more flexible, faster, and non-binding process for low value purchases of goods or services.

Readers take note that the use threshold that must be observed is:

Goods: any quote that pertains to goods purchases must be less than \$10,000 CAD which must include all costs, fees, expenses, any recurring purchase of the goods covered by the quote, and other charges (*but exclusive of applicable taxes*) (the “**Goods Price Limit**”)

Services: any quote that pertains to services must be less than \$75,000 CAD which must include all: (i) costs, fees, expenses, and other charges; and (ii) all potential options for extensions or renewals (*but exclusive of applicable taxes*) (the “**Services Price Limit**”)

### The NRQ:

- Can only be used for purchases that fall within the Goods Price Limit or Services Price Limit and thus is not covered by the rules and restrictions that otherwise apply to procurement activity that is covered by one or more trade agreements.
- Is a non-binding process and does not create a binding "Contract A" process that results when using binding procurement processes such as the RFP that is posted for government wide use. See table 1 below which provides a high-level overview of the differences between Contract A and non-binding procurement processes.
- Solicits quotes from suppliers for the supply of goods or services. There is no specific quote format to be used by the supplier, but it should respond to the information requested in the quote.
- Uses a less formal evaluation than other procurement processes, such as the RFP, to select the quote that achieves the best value for money.
- Enhances value for money by standardizing the approach to the three (3) quote process set out in [CPPM 6](#).
- Protects the province by proscribing rules for the NRQ process that did not exist prior to the NRQ for the three (3) quote process, thus limiting potential liability by setting out specific ground rules.
- Permits the parties to negotiate any aspect of the contract before it is signed.
- Does not bind any party to any terms until a contract is signed.

**Table 1:** Differences between "Contract A" and non-binding procurement processes

<b>"Contract A" Procurements</b>	<b>Non-Binding Procurements</b>
<ul style="list-style-type: none"><li>• Forms a binding process contract, called "Contract A", between all compliant proponents and the purchaser.</li></ul>	<ul style="list-style-type: none"><li>• No process contract is formed between the parties, however the purchaser still must follow the process rules.</li></ul>

<ul style="list-style-type: none"> <li>• Contract A imposes contractual duties on the purchaser, including the duty of fairness and good faith.</li> <li>• The duty of fairness and good faith requires the purchaser to reject non-complaint tenders. Examples of non-compliance include bids that: <ul style="list-style-type: none"> <li>○ were submitted late,</li> <li>○ omitted required pricing,</li> <li>○ reject the "Contract A" process rules, or</li> <li>○ reject the form of "Contract B".</li> </ul> </li> <li>• Requires bids to be irrevocable by proponents.</li> <li>• Requires that the purchaser and lead proponent in the procurement to enter into a prescribed form of contract, called "Contract B", to purchase and supply the goods or services.</li> <li>• Breach of Contract A could result in damages needing to be paid to a proponent.</li> </ul>	<ul style="list-style-type: none"> <li>• Either party may withdraw from the process at any time until a contract is signed</li> <li>• Permits the negotiation of any of the contract terms and conditions for the purchase and sale of goods or services. Policies 44 and 45 set out when LSB advice regarding the contract is required.</li> <li>• If you follow the NRQ process and instructions, no accidental "Contract A" is created, and no damages would be paid to any suppliers if they are disappointed with the outcome.</li> </ul>
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## When to use an NRQ?

An NRQ may be used if:

1. a corporate supply arrangement, multi-use list, or other internal resource does not exist for the goods or services to be procured, or does not meet the business needs; and
2. The estimated procurement value is less than:
  - a. For goods, the Goods Price Limit; and
  - b. For services, the Services Price Limit.

The NRQ cannot be used to procure construction.

## Why use an NRQ?

The NRQ:

- does not create a formal bidding process.
- process is less restrictive than other solicitation methods.
- may save time.
- permits flexibility on the form of contract used which may be the Province's General Services Agreement, an alternative form of contract, or the supplier's form of contract.
- permits the parties to negotiate the contract in collaboration with the supplier.
- permits the Ministry buyer to incorporate impact procurement measures into their purchases that may otherwise import risk of contravening trade norms, e.g. or to focus on purchase from local businesses.
- permits Ministry buyers to approach any suppliers it wishes to supply quotes.
- aligns with the BC Government's procurement strategy.

## Locating the NRQ Template

You can download the [NRQ template](#) from BC Procurement Resources.

A copy of the NRQ template, current to the date of this Guidance Document, is attached for reference purposes in Appendix 1 to this document.

However, as the NRQ template is subject to change, readers should use the NRQ template available at [BC Procurement Resources](#) when seeking quotations, to ensure the template that they are using is the most up to date version available.

## Steps to using an NRQ

**Step 1:** Ensure that the purchase is for goods or services, and not for construction. Check to see if there are any existing opportunities, contracts, or resources available to complete the purchase of goods or services, and which meet the business need. The goods or services may also be available to purchase under existing contracts, or available under a Corporate Supply Arrangement in the Goods and Services Catalogue. Supply Arrangements, and Multi-use List (MUL) are required to be used when they meet the business need in accordance with Policy 29 of [CPPM Chapter 6](#).

**Step 2:** If it is determined that a new procurement is required, verify that the estimated procurement value is below the Goods Price Limit, or Service Price Limit, as applicable, in accordance with Policy 39 of CPPM Chapter 6.

**Step 3:** If the estimated total spend is below the Goods Price Limit or Services Price Limit, as applicable, download the [NRQ template](#). Review the NRQ to become familiar with the terms and conditions contained within it.

**Step 4:** Consider the appropriate form of contract to be entered into at the end of the NRQ process, in accordance with Policy 29(c) of CPPM Chapter 6. See the requirement to seek legal advice accordance with Policies 44 and 45 of CPPM Chapter 6.

The form of contract could be:

- a [corporate contract template](#);
- a modified corporate contract template, prepared or advised on by Legal Services Branch;
- an alternate form of contract prepared or advised on by Legal Services Branch; or
- a vendor-provided contract advised on by Legal Services Branch.

If purchasing goods (as the General Services Agreements are not designed for goods purchases), contact Procurement Services Branch, Ministry of Citizens' Services, and your Legal Services Branch solicitor to obtain a form of contract.

Start a [Privacy Impact Assessment](#) and [Security Threat and Risk Assessment](#) for the procurement, if applicable. Determine the appropriate contract schedules that may be required, such as a privacy protection schedule, security schedule, and insurance schedule.

**Step 5:** Determine the suppliers that will be contacted. A minimum of three quotes must be attempted in accordance with Policy 39(c) of CPPM Chapter 6.

It is recommended that the Ministry buyer contacts the suppliers prior to emailing the NRQ and confirms each supplier's contact person and email address, to avoid sending the NRQ to the supplier's junk email folder.

**Step 6:** Fill out one NRQ template for each of the selected suppliers. Complete the NRQ template as per the instructions in the form. Delete any sections that are not applicable (as directed in the template). Do not include any language that would alter the NRQ Terms and Conditions.

**Step 7:** Send the NRQ to each supplier separately via email. Do not post on BC Bid, or use it as a Competition Notice issued under a Multi-Use List.

It is recommended that the Ministry buyer contacts each supplier to confirm that the supplier received the emailed NRQ.

**Step 8:** The Ministry Contact set out in the NRQ will receive the quotes from the supplier(s). These quotes can be in any format (e.g., word document, email reply, or pdf).

**Step 9:** After the quote submission date set out in the NRQ has passed, evaluate each quote received. The evaluation will be based on the listed criteria in section 'B' of the template to determine which quote represents best value for the Ministry per part D, section 9 of the NRQ Terms and Conditions. Disregard any quote exceeding the applicable Goods Price Limit or Service Price Limit per part D, section 10 of the NRQ Terms and Conditions.

**Step 10:** Once the Ministry buyer has decided to proceed to purchase the goods or services from a select supplier, the Ministry will inform the chosen supplier via the [NRQ Quote Selection Letter Template](#). **(Optionally):** the Ministry will inform the unsuccessful suppliers via the NRQ [Regret Letter Template](#).

**Step 11:** If required, the Ministry buyer negotiates the contract with the selected supplier. The Ministry buyer and the supplier may negotiate any aspect of the contract, including price, deliverable timelines, or any other term, or condition. The Ministry buyer seeks legal advice when required by Policies 44 and 45 of CPPM Chapter 6.

**Step 12:** The authorized representative of the Ministry buyer and the selected supplier both sign the contract.

**Step 13:** The Ministry buyer offers the unsuccessful suppliers an opportunity to obtain feedback on how they may have improved their quotes.

## Frequently asked Questions

The following frequently asked questions provide additional guidance when considering or using an NRQ.

### 1. **Are there any policies or procedures to follow when using an NRQ?**

Similar to other procurement processes, [CPPM 6](#). For example, policy 39 of CPPM 6 requires Ministry buyers to attempt 3 quotes, for purchases under Services Price Limit, or Goods Price Limit. Other policies and procedures in the CPPM, to the extent applicable, must be followed.

Ministry buyers should be careful to conduct a [Privacy Impact Assessment](#) and [Security Threat and Risk Assessment](#) for the procurement, if applicable. This will also help the Ministry buyers to determine if a privacy protection schedule and/or security schedule are required in the form of contract.

Ministry buyers should also be alert that [CPPM Chapter 13](#) may apply. Depending on what is being purchased, a Financial Risk and Controls Review (FRCR) may be required.

**2. Can the NRQ be used to purchase a combination of goods and services? If so, what dollar threshold applies when determining if an NRQ can be used for this procurement?**

Yes, the NRQ can be used to purchase a combination of goods and services.

Readers must assess whether the Goods Price Limit or the Services Price Limit applies to the contemplated procurement. The threshold associated with the largest portion of the procurement should be used. See “Estimating the Value of an Opportunity” within the [Procurement Practice Standard](#). Provided that the estimated procurement value is below the applicable threshold, the NRQ can be used.

**3. Should I post the NRQ to BC Bid?**

No, the NRQ must not be posted to BC Bid. The NRQ is not designed for open competitions. The NRQ is designed to seek quotes directly from the supplier, upon invitation from the Ministry buyer.

**4. Can the NRQ be used as a “Competition Notice” issued to qualified suppliers pursuant to a Multi-Use List Request for Qualification (“MULRFQ”)?**

No, the NRQ is not designed to be issued as a Competition Notice to qualified suppliers pursuant to a MULRFQ. Readers should refer to the definition of Competition Notice within the MULRFQ template.

**5. Is the Province obligated to purchase the goods or services after it receives quotes as part of an NRQ process? Does the supplier have to enter into a contract to supply the goods or services?**

The Province is not obligated to accept any quote, and can choose not to proceed with a contract. See part D, section 12 of the NRQ Terms and Conditions.

Neither the Province nor any supplier is obligated to enter into a contract to purchase or supply goods or services. Either party may choose not to proceed at any time prior to executing the contract.



**6. I am considering the form of contract as I plan my NRQ. Can I use the General Service Agreement, a corporate contract template, to purchase goods?**

No. The corporate contract templates, the general service agreements, are designed for services.

If a contract is required for goods, the Ministry buyer should contact Procurement Services Branch, Ministry of Citizens' Services to obtain a form of contract and contact their Legal Services Branch solicitor when planning your NRQ.

See Policies 44 and 45 of [CPPM Chapter 6](#).

**7. What happens if the Province receives a quote from a supplier that is late? Can the Province still consider it?**

The Province may disregard late quotes. See section 10 in part D of the NRQ contains terms and conditions, which contains the following:

- Quotes received by the Ministry after the Quote Submission Date may be disregarded.

**8. The NRQ does not have any place to insert points and weightings for evaluated criteria. Where do I put this information?**

Points and weightings for evaluated criteria should not be included anywhere in the NRQ. The evaluation does not require a formal allocation of points, nor does it require a consensus evaluation.

The contract does not need to be offered to the supplier providing the lowest priced quote. The Ministry can select the quote that represents the best value, based on the five criteria the Ministry provides in section B of the NRQ template.

See also the following sections of the NRQ regarding the evaluation and selection of quotations:

- The instructions to the drafter in part B; and
- Sections 2 and 3 of part D

The Ministry should document its reasons for its quote selection, as this may be requested pursuant to an audit. Documentation on its decision may be required to be disclosed pursuant to a request for information under FOIPPA. See also answer to question 13, below.

**9. Can I insert mandatory criteria into my NRQ template?**

No mandatory criteria should be included in the NRQ, nor should language such as "must" be included in the NRQ template. See the instructions to the drafter set out in section D of the NRQ terms and conditions.

**10. Can the NRQ be used to purchase software as a service (SaaS)?**

The NRQ may be used to purchase software as a service.

The Ministry buyer should ensure that the services cannot be purchased through an existing opportunity or contract.

Caution must be exercised when using the NRQ to obtain simple software products given the Services Price Limit which should never be exceeded for a particular NRQ. Furthermore, the Ministry buyer should cautiously try and ensure that there is no other need for the software sought to be purchased because multiple NRQs for the same software within a ministry may well result in exceeding the Services Price Limit. See also question 14 below.

Likewise, the NRQ should not be used for recurring services or for services where extensions may be required.

**11. Can the NRQ be used to purchase construction?**

No, the NRQ process must not be used for purchasing construction services. See part D, section 6 of the NRQ Terms and Condition.

**12. Are security deposits or bonds required?**

No, these are not required as part of the NRQ process. Security deposits or bonds should not be included as a requirement.

**13. Can information related to an NRQ be requested by pursuant to FOIPPA?**

Yes, this information can be requested. The Province, where required pursuant to FOIPPA, would release the information in response to this request.

**14. If the estimated value of the procurement exceeds the Services Posting Threshold or Goods Posting Threshold, can I divide this over multiple NRQs? Could I then award the contracts to the same supplier?**

No, that is not consistent with trade agreement rules, which require Ministry buyers not to circumvent their obligations under the trade agreements. Procurements cannot be split into multiple procurements to avoid the Ministry buyer's obligation to publicly post opportunities that meet or exceed the applicable posting threshold. See also Policy 31 of [CPPM Chapter 6](#).

Awarding small value contracts to the same supplier each time an NRQ is used may lead to or be identified in an audit.

Regarding software purchases, Ministry buyers cannot contract split by buying software licenses over multiple NRQs to avoid its obligation to openly compete the contract. See also question 10 above.

**15. The NRQ does not bind the supplier, and that concerns me. For my low value purchase, I want to put in a lot of restrictions to ensure I will enter into a contract with the right supplier.**

If a procurement isn't adequately structured or drafted, despite taking on the obligations and liabilities of contract A, the Ministry buyer still may not get exactly what is needed when they enter into a contract.

With the NRQ, the purchaser is free to negotiate the contract. A Ministry buyer can be as strict or demanding as they want when negotiating the terms of the contract, without a concern for breaching contract A. This will help the Ministry buyer ensure that they are entering into a contract with a supplier that will meet the Ministry buyer's needs.

**16. If I still need services after a contract issued under an NRQ has ended, can I issue another NRQ?**

Similar to any contemplated procurement of services, a Ministry buyer will need to consider its procurement obligations when determining the procurement method to be used. Per Policy 31 of [CPPM Chapter 6](#), a Ministry buyer cannot use the NRQ process to contract split or to otherwise avoid its trade agreement obligations to publicly post opportunities meeting or exceeding the Services Price Limit. When procurement planning, a Ministry buyer should take care to accurately consider the entire scope of the opportunity, and calculate the entire estimated value of services that it may require, to ensure it is appropriately using the NRQ.

Based on the particular facts of the contemplated procurement, however, it may be that an NRQ is suitable to procure the additional services required.

See [CPPM Chapter 6](#), and in particular 6.3.2 for the policies applicable to the planning phase of a procurement. See also question 13 above.

## NRQ Case Studies & Activities

Please work your way through the following case studies. The following situations will help buyers to:

- identify when it's appropriate to use the NRQ; and
- understand how to fill out an NRQ template.

See pages 15-17 of this guidance document for the answers to these case studies.

### Case Study 1

#### On the Road Again...

Nathaniel is working for the Ministry of Roads and has been tasked with overseeing a new procurement project for the construction of a logging road in the Port Renfrew area. Nathaniel has run a few construction procurements before and has faced several challenges along the way that were worked through, however he is looking for ways to simplify the process where possible. Nathaniel heard about the new NRQ template and wants to try it out for this procurement. He investigates the process and gathers NRQ template and other information required to fill it out. He also produces a list of contractors that he may want to approach.

#### Discussion Points

1. Can Nathaniel use the NRQ for the procurement project?
2. What would Nathaniel need to consider when making this assessment?

### Case Study 2

#### Splitting Hairs...

Yesenia works at the Ministry of Wellbeing and is running a procurement to obtain new uniforms for workers at a small medical clinic in a remote BC town. The uniforms include tops, pants and footwear for the medical clinic workers, and the ministry has come to the agreement that there is a budget of \$10,500 dollars. Yesenia's market research also shows that the total cost of all uniform items is estimated to be \$10,500. As Yesenia is exploring options for the solicitation, she learns about the new NRQ process and decides that this would be a good option to explore for this procurement. Yesenia wants to encourage smaller businesses to participate in this solicitation and likes the flexibility that the NRQ process offers. She sees that the limit for using the NRQ for a goods solicitation is \$10,000. She does some analysis of vendors for the tops and pants as well as shoes and decides

that if she runs one procurement for the tops and pants, and another for the shoes, she can get each under \$10,000 and then issue two NRQs. How should Yesenia proceed?

### Discussion Points

1. If you're slightly outside of your budget, can you split your procurement to get below the thresholds?
2. Is the NRQ suitable for Yesenia's purchase of uniforms? What are Yesenia's next steps?

### Case Study 3

#### Recreation Hesitation...

Amar works for the Ministry of Youth and has been tasked with procuring the services of a professional to design and deliver subsidized recreational programs for underprivileged youth in a remote area in BC. He has had some difficulty in the past procuring services in the same remote area due to bidding constraints. He received hesitation from suppliers in the past, due to the binding nature of Contract A, as the nature of their services require them to work collaboratively with purchasers to describe the services in the contract. He also is not sure, due to weather in this region, if full delivery of the program would be feasible in the winter months. Ideally, he would like to work with a local supplier to increase economic activity in the region. He is looking for flexibility in his solicitation and the ability to work towards a negotiated solution with the appropriate vendor. Amar has a budget of \$80,000 but estimates that services would only be \$65,000 for a 12-month program, inclusive of all costs. He has heard about this new NRQ template and process and thinks it might be just what he's looking for. How should Amar proceed?

### Discussion Points

1. How would Amar determine if an NRQ is suitable for this procurement?
2. Can Amar use the NRQ for this situation? If so, what are the advantages for Amar?
3. Where can Amar find the NRQ template?
4. If Amar decides to use the NRQ, what would his next steps be?

### Activity 1

#### Complete the NRQ Template

Using the information below and the [blank NRQ Template](#), draft the NRQ for the following purchase.

Kiyoko works in the Office of the Knowledge Information Officer ("OKIO") and has been tasked with procuring a supplier to provide consulting services on how the OKIO can

increase office efficiencies using various new software it recently procured. The total budget for the 1-year service contract will be \$50,000, and the final scope of the services offered has room for negotiation with the successful supplier. For this reason, Kiyoko has decided to use the new NRQ template for their solicitation. Kiyoko has a list of 5 suppliers that she feels might be interested in this opportunity. She's excited that several of the suppliers on her list are smaller, local businesses who have been trying to find ways to work with the government for some time. Kiyoko is preparing to send out the NRQ templates to the 5 suppliers and is working on drafting the NRQ forms. Please imagine you are Kiyoko and draft up an NRQ form for the first supplier: Technology Services Consulting Ltd.

The information that Kiyoko has is as follows:

- Kiyoko Tanaka, Service Solution Architect, OKIO, is the ministry contact (Kiyoko.tanaka@gov.bc.ca) for the NRQ, she works for the OKIO and is representing the purchasing ministry which is the Ministry of Citizens' Services.
- Kiyoko works out of 523 BC Government Place, Victoria, BC. Kiyoko will send out the NRQ forms to select suppliers on October 15, 2023. She has been assigned an NRQ ID # of OKIO2023-007, and the form she is filling out today is for the supplier Technology Services Consulting Ltd.
- The contact for this supplier is Alfonso Torrez and his email is:

Alphonzo.Torrez@TSConsulting.ca

- The NRQ is titled Consulting Services for Office Efficiencies, and the quotes will need to be submitted by November 15, 2023. For this contract the services need to start no later than December 1, 2023, and the duration will be up to and including December 1, 2024.
- The OKIO desires a supplier that has at least 3 consecutive years of experience performing the specific services, prior to the NRQ issue date.
- The OKIO is seeking a supplier that is focused on supporting local charities and reducing environmental harm.
- Finally, the successful candidate must be willing to provide some of the services at 523 BC Government Pl., Victoria, BC.

Based on Kiyoko's research and planning for the solicitation, the following information should be included in the Appendix A – Requirements/Scope of Services section:

1. The supplier will provide a report with findings and recommendations on how the OKIO can increase office efficiencies using the software available to the OKIO.
2. As part of these services the supplier will:
  - a. Interview several OKIO staff members to learn about the current processes in place.

- b. Familiarize itself with the suite of software available to the OKIO.
- c. Conduct research, as needed.
- d. Provide a draft report, and revise it based on feedback received from the OKIO.
- e. Attend meetings, as requested by the OKIO, to learn about new software that may be implemented during the contract term; and
- f. Present the final report to OKIO management at a meeting on December 1, 2024.

**Answer Key:** Check your draft against the [completed NRQ for Activity 1](#) (listed as NRQ Activity 1 - Answer Key).

## Case Study Answer Key

### Answers to Case Study 1

**Question 1:** Can Nathaniel use the NRQ for the procurement project?

No, the NRQ cannot be used to procure construction.

**Question 2:** What would Nathaniel need to consider when making this assessment?

Nathaniel needs to consider whether the intended purchase is for goods, services, or construction. As the intended purchase is for construction, the NRQ cannot be used, regardless of the estimated procurement value. See part D, section 6 of the NRQ Terms and Conditions.

### Answers to Case Study 2

**Question 1:** If you're slightly outside of your budget, can you split your procurement to get below the thresholds?

No. Splitting a procurement into multiple procurements to avoid the obligation to openly compete the procurement opportunity is contrary to trade agreement anti-avoidance rules.

Yesenia would also run afoul of Policy 31 of [CPPM Chapter 6](#), which states that procurements must not be structured to avoid public policy and applicable trade agreement obligations.

**Question 2:** Is the NRQ suitable for Yesenia's purchase of uniforms? What are Yesenia's next steps?

No, the NRQ cannot be used for Yesenia's purchase. Yesenia's estimated procurement value of \$10,500 exceeds the Goods Price Limit.

When determining whether an opportunity must be openly competed, the Ministry buyer needs to use the estimated value of the procurement rather than the approved budget for the purchase. The estimated value must include all costs, fees, expenses, any recurring purchase of the goods covered by the quote, and other charges (but exclusive of applicable taxes). See part D, section 4 of the NRQ Terms and Conditions.

Yesenia's next steps are to engage the Procurement Services Branch, Ministry of Citizen's (by emailing [procurementadvisory@gov.bc.ca](mailto:procurementadvisory@gov.bc.ca)) services as the procurement involves goods with an estimated value equal to or above \$10,000. See Policy 9 of CPPM Chapter 6.

### Answers to Case Study 3

**Question 1:** How would Amar determine if an NRQ is suitable for this procurement?

Nathaniel would review the NRQ to check that it can be used to purchase services. Amar would then review the Services Price Limit in part D, section 5 of the Terms and Conditions of the NRQ and determine if the estimated procurement value for the services required is below this limit.

**Question 2:** Can Amar use the NRQ for this situation? If so, what are the benefits for Amar?

Yes. NRQs can be used to purchase services. Amar's estimated procurement value is \$65,000, and is below the Services Price Limit.

The NRQ has several benefits.

Amar is able to incorporate impact criteria into his NRQ process, such as inviting and limiting to local suppliers to submit quotes (otherwise this could offend a trade obligation), in order to increase economic activity in the remote region. He could also consider including any other social or environmental criteria into section B of the NRQ with no concern that it would be inconsistent with trade norms.

Amar can negotiate the details of how the program would be delivered over winter with the selected supplier. He also anticipates that the suppliers would have



questions about the contract terms, given the hesitation for suppliers to submit proposals to past procurements. The NRQ would be suitable since it does not require the Ministry buyer or the selected supplier to sign a pre-determined form of contract. They are able to negotiate the contract and come to an agreement that meets the needs of both parties.

**Question 3:** Where can Amar find the NRQ template?

The NRQ template is available for download at [Solicitation processes and templates - Province of British Columbia \(gov.bc.ca\)](https://www2.gov.bc.ca/gov/content/procurement/procurement-processes-templates)

**Question 4:** If Amar decides to use the NRQ, what would his next steps be?

Amar would follow steps 3 through 12 of this guidance document. His immediate next step is to download the NRQ template and review it to become familiar with its terms and conditions. Amar would ensure that he does not tamper with the rules included in the NRQ form to turn the NRQ into a "Contract A" procurement, as he drafts the NRQs.

#### **Disclaimer**

This NRQ guidance document is not legal advice. To seek legal advice, contact the Legal Services Branch, Ministry of Attorney General. To seek procurement advice, contact the Procurement Services Branch in the Procurement and Supply Division, Ministry of Citizens' Services.

## Appendix 1 – NRQ Template



### PROCUREMENT SERVICES BRANCH NON-BINDING REQUEST FOR QUOTE (NRQ)

#### **[@@INSTRUCTIONS:**

- a) delete all @@ texts after filling out this template (including these instructions)
- b) fill out and finalize all sections except for the 'Supplier Name' and 'Supplier Email Address'
- c) make as many copies of the filled-out template as the number of suppliers to whom this NRQ form will be sent
- d) add Supplier Name and Supplier E-mail address to each of the copies of template for the NRQ
- e) send the NRQs to the suppliers separately (Do not use the BCC function to send one copy of the template to multiple suppliers)
- f) maintain records of all NRQs
- g) if a fillable / dropdown box for text/date is accidentally deleted or text was typed in place of the @@texts, use the 'Undo Typing' function to undo the action.
- h) note: static text cannot be modified@@]

**Issue Date:**

[@@ Click on the dropdown and select the date, the NRQ is sent to suppliers@@]

**NRQ ID number: #:**

[@@ NRQ# - Buyer is free to assign its own ID # to suit its needs and should maintain a record of all such numbered NRQs as part of its responsible, policy compliant, document management processes@@]

**NRQ Title:**

[@@ Buyer to add a short descriptive title that will be meaningful to Suppliers and the purchasing Ministry@@]

**To:**  ("Supplier")

[@@Enter Supplier name to which this copy of the NRQ is being sent by email. For each supplier, an individual copy of the NRQ needs to be kept in record with supplier name, supplier email and the email that was sent to the supplier@@]

**Supplier email address:** [REDACTED]

[@@Enter Supplier email address – the NRQ is sent by email@@]

**From:** Ministry of [REDACTED] (“Ministry”)

[@@Enter the name of the purchasing Ministry. A Ministry should not be using the NRQ to effect a joint purchase between multiple Ministries@@]

**Quote submission date:** [REDACTED]

*(Quotes should be received by the Ministry before 11:59 p.m. Pacific Time) (For more information please refer to NRQ Term and Condition # 10)*

**Re:** Non-binding Request for Quote (“NRQ”)

- A. This NRQ is being sent to you in relation to the Ministry attempting to get quotes from different suppliers for the goods and/or services described below subject to the NRQ Terms and Conditions.

The Goods and/or Services required by the Ministry are described in Appendix A, attached hereto, and incorporated herein by this reference.

The goods need to be delivered to: [REDACTED] no later than [REDACTED].

[@@ If purchasing goods, provide a clear description of the location of where the goods will be delivered and the preferred delivery date. If the NRQ is for services only, delete this section@@]

The services are needed to start no later than: [REDACTED] and it is anticipated that duration of delivery of such services will be up until [REDACTED] [@@ If purchasing services, provide the start date and anticipated end date of the services. If the NRQ is for goods only, delete this section @@].

- B. With respect to the supply of the good(s) and/or service(s) referenced in this NRQ, the Supplier should provide a detailed quote that describes the Supplier’s:

- i. **Ability** to perform within the above-mentioned timeframes;  
[@@supplier will indicate in the quote if they can perform the services / deliver the required goods@@]
- ii. **Experience:** [REDACTED] [@@Buyer should provide a very brief statement here as to the degree of experience desired, e.g., Performing the Services for at least 5 consecutive years from the NRQ Issue Date. Details can be provided in the Appendix A@@]
- iii. **Ability and willingness to provide the good(s) and/or service(s) at the location:** [REDACTED] [@@Buyer should provide a very brief statement as to location, e.g. warehouse, building, online etc. If not applicable, then Buyer to type N/A@@]
- iv. **Pricing and/ or Rates;** and
- v. **Additional Information:** [REDACTED] [@@Buyer should request any other information that will act as a criteria and assist in the evaluation of the quotes. E.g., Social / Environmental / local. Buyer should provide a very brief statement as to location, e.g., warehouse, building, online. If not applicable, then Buyer to type N/A @@]

[@@Evaluation: Buyers should read NRQ Terms and Conditions # 2 and 3 below – it is important to understand that the evaluation involves all the 5 items listed above as (i) – (v), but no specific weights are to be used as the selected quote should represent the best value to the Ministry taking into account all the factors. While a formal evaluation is not required, Ministries must nonetheless document the reason for its selection of a particular quote if a Contract is originated through the NRQ.

Depending on the requirement, Buyers are encouraged to invite local / small and medium suppliers and are also encouraged to include social and environmental criteria in their evaluations / selections. Although the NRQ does not require sharing of evaluation methodology / criteria with the suppliers, however indication of Social / Environmental criteria could be added to the item B. (v) above or in Appendix A.

Policy Reminder: CPPM 6 Policy 31 prohibits contract splitting, so if the same vendor keeps winning an NRQ for the same goods/ services within the year, that could easily exceed the monetary limits set by the NRQ rules for goods and services and could import procurement risk and be offside CPPM 6 and the trade norms that the Policy # 31 represents @@]

C. Ministry Contact for this NRQ is:

[@@Ministry Contact Name@@]

[@@Ministry Contact email address @@]

D. NRQ Terms and Conditions: [@@None of the sections of this template and the terms and conditions are to be modified/changed. Any changes to the template invites procurement risks and be offside CPPM 6 and the trade norms that the CPPM 6 Policy # 31 represents. No Mandatory criteria or language such as 'must' should be added to the NRQ in the Appendix A. Buyers should also be mindful to carefully review and apply all the rules below, making sure that nothing in the form or Appendix A details contradict or impair the NRQ form or these rules. @@]

1. This NRQ is not a tender notice or request to submit a tender in response to a competitive procurement covered by applicable trade agreements.
2. The Ministry is under no obligation to formally evaluate any quote submitted in response to this NRQ, however, if the need remains for the requested goods and/or services, the Ministry will select the quote (if any) for contract negotiations that represents, in the sole discretion of the Ministry, the best value taking into account the Supplier's responses to the information requests contained in section B the NRQ, including as such information requests may be referred to in NRQ Appendix A.
3. The lowest quote may not be accepted, and the Ministry may reject any or all quotes submitted.
4. Goods: any quote that pertains to goods **must be less than \$10,000 CAD** which must include all costs, fees, expenses, any recurring purchase of the goods covered by the quote, and other charges (*but exclusive of applicable taxes*) (the "**Goods Price Limit**").
5. Services: any quote that pertains to services **must be less than \$75,000 CAD** which must include all: (i) costs, fees, expenses, and other charges; and (ii) all potential options for extensions or renewals (*but exclusive of applicable taxes*) (the "**Services Price Limit**").
6. The NRQ process must not be utilized to obtain construction services.

7. Do not submit a quote, if the quote will exceed the applicable Goods Price Limit or Services Price Limit.
8. Any quote that exceeds the applicable Goods Price Limit and/or Services Price Limit will be disregarded.
9. The Supplier may withdraw its quote at any time prior the point that a fully signed contract has been entered into between the Ministry and the Supplier pertaining to the goods and/or services. Likewise, the Ministry may terminate negotiations with a Supplier at any time prior to the point that a fully signed contract has been entered into between the Ministry and the Supplier pertaining to the goods and/or services. The form of contract and all of its terms and conditions will be subject to negotiation, but in any case, any contract will be, in all respects, satisfactory to the Ministry and will likely include provisions found in the standard [Government of BC General Service Agreements](#) together with, if applicable, other terms and conditions pertaining to the purchase of goods.
10. Quotes received by the Ministry after the Quote Submission Date may be disregarded.
11. Only one (1) contract may be procured through each NRQ process.
12. The Ministry may cancel the NRQ at any time prior to the point that a fully signed contract has been entered into between the Ministry and the Supplier pursuant to the NRQ.

#### **Appendix A – Requirements / Scope of Services**

[@@Add (or copy / paste) the scope of services / requirements in this expandable section@@]