

106205.181 – CCC RFP
APPENDIX C – SUBMISSION FORM
Document Automation Solution

[Please use the MS Word version provided to complete the form]

1. Proponent Information

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| Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary. | |
| Full Legal Name of Proponent: | |
| Any Other Relevant Name under which Proponent Carries on Business: | |
| Street Address: | |
| City, Province/State: | |
| Postal Code: | |
| Phone Number: | |
| Company Website (if any): | |
| Proponent Contact Name and Title: | |
| Proponent Contact Phone: | |
| Proponent Contact Email: | |

2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between CCC and the proponent unless and until CCC and the proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

4. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

5. Addenda

The proponent is deemed to have read and taken into account all addenda issued by CCC prior to the Deadline for Issuing Addenda.

6. Communication with Competitors

For the purposes of this RFP, the word "competitor" includes any individual or organization, other than the proponent, whether or not related to or affiliated with the proponent, who could potentially submit a response to this RFP.

Unless specifically disclosed below under Disclosure of Communications with Competitors, the proponent declares that:

- (a) it has prepared its proposal independently from, and without consultation, communication, agreement or arrangement with any competitor, including, but not limited to, consultation, communication, agreement or arrangement regarding:
 - (i) prices;
 - (ii) methods, factors or formulas used to calculate prices;
 - (iii) the quality, quantity, specifications or delivery particulars of the Deliverables;
 - (iv) the intention or decision to submit, or not to submit, a proposal; or
 - (v) the submission of a proposal which does not meet the mandatory technical requirements or specifications of the RFP; and
- (b) it has not disclosed details of its proposal to any competitor and it will not disclose details of its proposal to any competitor prior to the notification of the outcome of the procurement process.

Disclosure of Communications with Competitors

If the proponent has communicated or intends to communicate with one or more competitors about this RFP or its proposal, the proponent discloses below the names of those competitors and the nature of, and reasons for, such communications:

7. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

8. Conflict of Interest

The proponent must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of CCC within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

9. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The respondent hereby agrees that, for any Agreement resulting from this RFP, CCC will publicly disclose the following information:

- (a) Description of the goods and services;
- (b) The name and address of the parties;
- (c) The date of award and Agreement period;
- (d) The value of the Agreement;
- (e) The reference number assigned to the Agreement, if any;
- (f) The type of procurement method used, and in cases where limited tendering was used, a description of the circumstances justifying its use; and
- (g) Any other information that, in accordance with the Treasury Board policies, must be published.

The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by CCC to the advisers retained by CCC to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

The proponent hereby agrees that CCC may release to the other proponents the name of the successful proponent and the total points obtained by the successful proponent. This condition is subject to the requirements of the Privacy Act and the name and score of an individual will be released only in accordance with the requirements of the Privacy Act. We further acknowledge and agree that we shall have no right to claim against CCC, its employees, agents or servants of the Crown, in relation to such disclosure of information.

10. Availability of Resources

We represent and warrant that the entities and persons proposed in the Proposal to perform the Deliverables will be the entities and persons that will perform the Deliverables in the fulfilment of the Project under any contractual arrangement arising from submission of the Proposal. Save for poor performance as determined by the proponent, changes to the project resources following contract award shall only be made if pre-approved by CCC for causes due to events beyond the control of the proponent, including: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

11. Proponent Declaration

The proponent declares that:

- a. our proposal does not include delivery of goods that originate, either directly or indirectly, from entities listed, in relation to terrorist groups and those who support them, under subsection 83.05(1) of the Criminal Code of Canada, and identified thereto in a "List of Entities" which may be found at:

<http://www.osfi-bsif.gc.ca/Eng/fi-if/amlc-clrpc/atf-fat/Pages/default.aspx> or
<http://www.publicsafety.gc.ca/cnt/ntnl-scrnt/cntr-trrrsm/lstd-ntts/crnt-lstd-ntts-eng.aspx>.

- b. neither we nor any member of the proponent have, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay, a contingency fee to any individual for the solicitation, negotiation or obtaining of the Agreement if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*;
- c. neither we nor any member of the proponent have been convicted of an offence or sanctioned within the last five (5) years under Section 239 of the *Income Tax Act* (Revised States of Canada, 1985, chapter 1, 5th Supplement), Section 327 of the *Excise Tax Act* (Revised States of Canada, 1985, Chapter E-15) or any equivalent or similar provision contained in a provincial statute;
- d. neither we nor any member of the proponent have ever been convicted of an offence under Section 121 (Frauds on the government and Contractor subscribing to election fund), Section 124 (Selling or Purchasing Office), Section 380 (Fraud) or Section 418 (Selling defective stores to His Majesty) of the *Criminal Code of Canada* (<https://laws-lois.justice.gc.ca/eng/acts/c-46/>), or under paragraph 80(1)(d) (False entry, certificate or return) subsection 80(2) (Fraud against His Majesty), Section 154.01 (Fraud against His Majesty) of the *Financial Administration Act* (<https://laws-lois.justice.gc.ca/eng/acts/F-11/>) or the *Corruption of Foreign Public Officials Act* (<https://laws-lois.justice.gc.ca/eng/acts/c-45.2/>);
- e. neither we nor any member of the proponent have ever been convicted of an offence under any of the provisions referred to in subsection 750(3) of the *Criminal Code* or that, if the Respondent or any member of the proponent has been convicted of any of those offences, it is one for which
 - i. a pardon was granted under the *Criminal Records Act* – as it read immediately before the coming into force of section 109 of the *Safe Streets and Communities Act* – that has not been revoked or ceased to have effect;
 - ii. a record suspension has been ordered under the *Criminal Records Act* and that has not been revoked or ceased to have effect;
 - iii. an order of restoration was made under sub-section 750(5) of the *Criminal Code* that restores the proponent’s capacity to enter into the Agreement or to receive any benefit under the Agreement as the case may be; or
 - iv. the conviction was set aside by a competent authority.
- f. We have not been declared ineligible by His Majesty or under Canadian laws, official regulations, or by an act of non-compliance with a decision of the United Nations Security Council, and we understand that in the event that any such circumstances arise we may be deemed ineligible for contract award.

Signature of Proponent Representative

Name of the Proponent Representative

Title of the Proponent Representative

Date

I have the authority to bind the proponent.