

APPENDIX C – SUBMISSION FORM

RFQ no. 106034.105-V2

Modular General Purpose Shelters

1. Respondent Information

Please fill out the following form, naming one (1) person to be the respondent's contact for the RFQ process and for any clarifications or communication that might be necessary.	
Full Legal Name of Respondent:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

The respondent acknowledges that the RFQ process will be governed by the terms and conditions of the RFQ, 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/DFATD and the respondent unless and until CCC/DFATD and the respondent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The respondent has carefully examined the RFQ documents and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFQ for the prices set out in its quotation, including obtaining any and all necessary authorisations, consents, approvals, and export/import permits. The respondent understands that the Deliverables as identified in Appendix D may be considered controlled goods.

4. Non-Binding Pricing

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 The respondent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

5. Addenda

The respondent 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 RFQ, the word "competitor" includes any individual or organisation, other than the respondent, whether or not related to or affiliated with the respondent, who could potentially submit a response to this RFQ.

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

(a) it has prepared its quotation 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 quotation; or
- (v) the submission of a quotation which does not meet the mandatory technical requirements or specifications of the RFQ; and

(b) it has not disclosed details of its quotation to any competitor and it will not disclose details of its quotation to any competitor prior to the notification of the outcome of the procurement process.

Disclosure of Communications with Competitors

If the respondent has communicated or intends to communicate with one (1) or more competitors about this RFQ or its quotation, the respondent discloses below the names of those competitors and the nature of, and reasons for, such communications:

7. No Prohibited Conduct

The respondent declares that it has not engaged in any conduct prohibited by this RFQ.

8. Conflict of Interest

The respondent must declare all potential Conflicts of Interest, as defined in Section 3.4.1 of the RFQ. 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 quotation; **AND** (b) were employees of CCC within twelve (12) months prior to the Submission Deadline.

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

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

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

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

9. Disclosure of Information

The respondent hereby agrees that any information provided in this quotation, 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 RFQ, CCC or DFATD will publicly disclose the following information:

- (a) Subject matter of the Agreement;
- (b) The names of the Parties;
- (c) The Agreement period;
- (d) The value of the Agreement;
- (e) The reference number assigned to the Agreement, if any; and
- (f) Any other information that, in accordance with the Treasury Board policies, must be published.

The respondent hereby agrees that CCC may publish the name of the successful respondent and the total price of the Agreement on Buy and Sell (<https://buyandsell.gc.ca>).

The respondent also hereby consents to the disclosure, on a confidential basis, of this quotation by CCC to the advisers retained by CCC to advise or assist with the RFQ process, including with respect to the evaluation of this quotation.

10. Respondent Compliance with Laws

The respondent declares that:

- (a) our quotation 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.publicsafety.gc.ca/cnt/ntnl-scr/cntr-trrrsm/lstd-ntts/crrnt-lstd-ntts-eng.aspx> ;

<https://laws-lois.justice.gc.ca/eng/regulations/SOR-2001-360/page-3.html#h-673021> ; or

<https://www.un.org/securitycouncil/> .

- (b) The respondent has not and will not, in the context of this RFQ and any resulting Agreement, knowingly source, directly or indirectly, products or services from a supplier implicated in forced labour in violation of No. 9897.00.00 of Canada’s Customs Tariff ([Customs Tariff \(justice.gc.ca\)](http://www.justice.gc.ca)) that prohibits the importation of goods that are mined, manufactured or produced wholly or in part by forced labour.
- (c) neither we nor any member of the respondent 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*;
- (d) the respondent, or any member of respondent, has not, during the RFQ process, committed an act or engaged in an activity that would constitute an offence under
- i. section 121 (frauds on the government), 124 (selling or purchasing office), 380 (fraud) or 418 (selling defective stores to Her Majesty) of the *Criminal Code*,
 - ii. paragraph 80(1)(d) or subsection 80(2) or 154.01(1) of the *Financial Administration Act*,
 - iii. section 3 (bribing a foreign public official) or 4 (accounting) of the *Corruption of Foreign Public Officials Act*, or
 - iv. section 45 (conspiracies, agreements or arrangements between competitors), 47 (bid-rigging) or 49 (agreements or arrangements of federal financial institutions) of the *Competition Act*.
- (e) neither we nor any member of the respondent 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 respondent 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 Respondent’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) neither we nor any member of the respondent 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;

(g) We have not been declared ineligible by Her 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 Respondent Representative

Name of Respondent Representative

Title of Respondent Representative

Date

I have the authority to bind the respondent.