

## APPENDIX C – SUBMISSION FORM

Respondents should refer to the instructions attached to the solicitation for the **Appendix C – Submission Form** requirements and provide all required information in accordance with the instructions provided in the bidding system.

### 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’s contact for submission questions (Name, title, phone & email):	
Respondent’s contact with the authority to bind the respondent (Name, title, phone & email):	
Respondent’s contact for administration / finance questions (Name, title, phone & email):	
Respondent’s contact for operational / Project Manager (Name, title, phone & 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 CEO FRANCOachat and the respondent unless and until CEO FRANCOachat 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 rates set out in its quotation.

#### **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 The respondent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.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 CEO FRANCOachat prior to the Deadline for Issuing Addenda.

#### **6. Substitutions**

Respondents shall note that products specified or shown on Drawings by brand name or catalogue number and/or by the name of the manufacturer or supplier shall form the basis of the Bid. Bids which are not submitted for the products specified in the Bid Documents may be considered non-compliant and may be rejected.

Respondents may submit a request that the Board consider substitute products. The Board will ONLY review substitution requests during the bidding period under the following conditions:

Requests must be received no later than nine (9) calendar days prior to the Submission Deadline.

Requests shall include all required technical information, organized and presented in an easily understandable format.

Requests shall clearly identify differences (if any) from specified products. Follow Specification description format utilized in the Bid Documents to facilitate comparison.

Requests shall also include a list of recent project references where the substitute product was utilized.

The Board reserves the right to accept or reject any or all proposed substitutions. Substitutions accepted by the Board will be confirmed by the issuance of an Addendum.

Respondents may also propose substitutions for products under the following conditions:

Submit a bid price on the Bid Price Form as per the products specified and/or shown on the Drawings and Specifications.

List proposed substitutions under "Proposed Substitutions" in the appropriate space designated for that purpose on the Supplementary Bid Form. Show the substitute products name and state the difference in bid price, if any, should the proposed substitution be accepted.

The Board reserves the right to accept or reject any or all of the proposed substitutions.

## 7. Quality Bids

In the event the Board does not receive a minimum of three (3) Bids, the Board may proceed with any of the following options:

- If in the opinion of the Board additional Bids could be received through a modified or adjusted RFQ process, Bids received may be returned unopened and a new RFQ process will be initiated.
- If in the opinion of the Board it is unlikely that additional Bids can be obtained or for other factors such as time, the Bids may be opened and evaluated.
- If in the opinion of the Board it is in its best interest to do so, the Board may abandon the RFQ entirely.

In the event the compliant lowest Bid received is above the Board's Budget, the Board may proceed with any of the following options:

- Cancel the RFQ entirely and issue modified Bid Documents.
- If in the opinion of the Board it is unlikely that additional Bids could be received under Budget or for other factors such as time, the Board may, after approval from the Director of Education, enter negotiations with the lowest compliant respondent to reach an agreement which will be satisfactory to the Board and which will meet the original intent of the solicitation.
- If in the opinion of the Board it is in its best interest to do so, the Board may abandon the RFQ entirely.

## 8. Communication with Competitors

For the purposes of this RFQ, the word "competitor" includes any individual or organization, 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:

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### **9. No Prohibited Conduct**

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

### **10. 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 CEO FRANCOachat 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:

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**11. 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 consents to the disclosure, on a confidential basis, of this quotation by CEO FRANCOachat to the advisers retained by CEO FRANCOachat to advise or assist with the RFQ process, including with respect to the evaluation of this quotation.

\_\_\_\_\_  
Signature of Respondent Representative

\_\_\_\_\_  
Name of Respondent Representative

\_\_\_\_\_  
Title of Respondent Representative

\_\_\_\_\_  
Date

I have the authority to bind the respondent.