

## APPENDIX A – SUBMISSION FORM

### 1. Proponent Information

Please fill out the following form, naming one person to be the Proponent's contact for the procurement 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 procurement process will be governed by the terms and conditions of CAGBC's procurement posting, 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 bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between CAGBC and the Proponent unless and until CAGBC and the Proponent execute a written agreement for the Deliverables.

### 3. Ability to Provide Deliverables

The Proponent has carefully examined CAGBC's procurement posting and has a clear and comprehensive knowledge of the required Deliverables. If applicable, the Proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the posting for the pricing set out in its Proposal where required.

### 4. Non-Binding Pricing

If applicable, the Proponent has submitted its pricing in accordance with the instructions provided in CAGBC's procurement posting. 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 The Proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its Proposal or its eligibility for future work.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 considered all addenda issued by CAGBC prior to the Deadline for Issuing Addenda.

**6. No Prohibited Conduct**

The Proponent declares that it has not engaged in any conduct prohibited by CAGBC’s procurement posting.

**7. Conflict of Interest**

The Proponent must declare all potential Conflicts of Interest as defined in the Definitions section of this document. 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 CAGBC within twelve (12) months prior to the Submission Deadline.

If the box 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 procurement posting.

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 CAGBC’s procurement posting.

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:

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## 8. 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 Proponent hereby consents to the disclosure, on a confidential basis, of this Proposal by CAGBC to the advisers retained by CAGBC to advise or assist with the procurement process, including with respect to the evaluation of this Proposal.

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name of Proponent Representative

\_\_\_\_\_  
Title of Proponent Representative

\_\_\_\_\_  
Date

I have the authority to bind the Proponent.

### Definitions:

For the purposes of CAGBC's procurement process, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- a) in relation to the procurement process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of CAGBC in the preparation of its Proposal that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the procurement process (including but not limited to the lobbying of decision makers involved in the procurement process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive procurement process or render that process non-competitive or unfair; or
- b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the Proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.