

## APPENDIX A - QUOTATION FORM

### 1. Respondent Information

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

### 2. Acknowledgement of Terms of Reference and Governing Law

In responding to this RFQ, and to be eligible for consideration, the respondent acknowledges its acceptance of the following RFQ Terms of Reference:

- a) This RFQ process is not intended to create a formal, legally binding bidding process and shall not give rise to the legal rights or duties applied to a formal Contract A binding bidding process or any other legal obligations arising out of any tendering process contract or collateral contract, and instead shall be governed by the common law applicable to direct commercial negotiations.
- b) No legal obligation regarding the procurement of any good or service shall be created until the City and the selected respondent have entered into a written contract for the Deliverables.
- c) The respondent may withdraw its response at any time during this RFQ process prior to entering into a contract with the City.
- d) Neither party shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or a decision of the respondent to withdraw its quotation.
- e) The respondent shall keep this RFQ and any contract that may result from this RFQ process confidential.

- f) The respondent will bear its own costs associated with, or incurred in, the preparation and presentation of its quotation, including, if applicable, costs incurred for interviews or demonstrations.
- g) The respondent consents to the collection and use by the City of the information as contemplated under this RFQ for the uses contemplated under this RFQ.
- h) When evaluating quotations, the City may request further information from the respondents or third parties in order to verify, clarify or supplement the information provided in the respondent's submission, and the City may revisit and re-evaluate the respondent's submission or ranking on the basis of any such information.
- i) In the event that a respondent's pricing appears to be abnormally low in relation to the Deliverables, the City may require the respondent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the respondent is unable to satisfactorily account for the abnormally low pricing, the City may reject the quotation. The City may also reject any quotation that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is not limited to, "front-loaded" pricing which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.
- j) The City may disqualify a respondent for any conduct that compromises the integrity of the competitive process, as solely determined by the City.
- k) The City may elect not to consider a respondent if, as solely determined by the City, any conduct, situation, or circumstance places the respondent in a conflict of interest in respect of submitting a response to this RFQ or in providing the Deliverables.
- l) The City may elect not to consider a respondent whose quotation contains misrepresentations or any other inaccurate, misleading, or incomplete information.
- m) The City may prohibit a respondent from participating in a procurement process based on poor past performance or inappropriate conduct in a prior procurement process, including but not limited to (i) illegal and unethical conduct; (ii) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information, (iii) the refusal of the respondent to honour submitted pricing or other commitments, or (iv) any conduct, situation, or circumstance determined by the City, in its sole and absolute discretion, to have constituted a conflict of interest.
- n) The City may cancel this RFQ process at any time.
- o) These terms (i) are included for greater certainty and are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision); (ii) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and (iii) are to be

governed by and construed in accordance with the laws of the province of Saskatchewan and the federal laws of Canada applicable therein.

### 3. Deliverables

The respondent has carefully examined this RFQ 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 pricing set out below.

### 4. Non-Binding Price Estimates

The respondent will provide the Deliverables for the RFQ budget:

**[\*\*Insert pricing table here for the required Deliverables.\*\* This should include instructions to respondents regarding how to structure the pricing (e.g., whether to include shipping, warranties, type of currency, etc.)\*\*]**

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.

The respondent acknowledges that the pricing includes all applicable duties and taxes except GST and PST, which should be itemized separately, all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the City, all costs of installation and set-up, including any pre-delivery inspection charges and all other overhead, including any fees or other charges required by law.

### 5. 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 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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**6. Conflict of Interest**

For the purposes of this RFQ, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the bidding process, the respondent 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, information of the City in the preparation of its quotation that is not available to other respondents;
  - (ii) having been involved in the development of the RFQ, including having provided advice or assistance in the development of the RFQ;
  - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFQ;
  - (iv) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process); or
  - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the respondent’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.

For the purposes of section (a)(i) above, respondents should disclose 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 response; **AND** (b) were employees of the City 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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**6. Confidential Information of Respondent**

A respondent should identify any information in its quotation or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their quotations will, as necessary, be disclosed on a confidential basis to the City’s advisers retained to advise or assist with this RFQ, including with respect to evaluation. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the City contact person.

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Signature of Respondent Representative

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Name of Respondent Representative

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Title of Respondent Representative

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Date

I have the authority to bind the respondent.

