**Declaration and Certification Schedule**

Insert Name of Proponent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |
| --- |
| (Print company name) |

|  |  |
| --- | --- |
| **TO:** | The Niagara Parks Commission |
| **RE:** | Proposal prepared and submitted in response to a Request for Proposals issued by The Niagara Parks Commission dated **December 16, 2024**(the “**RFP**”)**.** |

I am duly authorized by the undersigned company (the “**Proponent**”), including the persons, firms, corporations, and advisors joining in the submission of this Proposal, to execute this Declaration and Certification. Terms not defined herein are defined in the RFP.

I solemnly declare and certify as follows:

**1. Proponent Information**

* 1. The full legal name of the Proponent is:

|  |
| --- |

All other registered business names under which the Proponent carries on business are:

|  |
| --- |
|  |

The jurisdiction in which the Proponent is organized and existing is:

|  |
| --- |
|  |

* 1. The Business Number is a business identifier for the Canadian Revenue Agency (“CRA”). It is a nine (9) digit number. It can be found as the first nine digits of your Harmonized Sales Tax (HST) number.

Please enter the Proponent's Business Number:

|  |
| --- |
|  |

The name, address, telephone, and e-mail address of the contact person for the Proponent:

|  |  |
| --- | --- |
| Contact Name: |  |
| Address: |  |
| Telephone: |  |
| E-mail address |  |

**2.** **Business Attestation**

On behalf of the undersigned organization, we/I attest that the Proponent is a Canadian Business.

**3. Addenda and Form of Agreement**

The Proponent is deemed to have read and accepted all addenda to the RFP issued by the NPC to date, and the Form of Agreement. The Proponents understands that the onus remains on the Proponent to have made any necessary amendments to its Proposal based on the addenda and to consider the Form of Agreement in framing its Proposal.

**4.** **Unfair Advantage and Conflict of Interest**

The Proponent has reviewed the definitions of Unfair Advantage and Conflict of Interest set out in Section 2.1 (Definitions) of the RFP. If the boxes below are left blank, the Proponent shall be deemed to declare that (a) it has had no Unfair Advantage in preparing its Proposal and (b) there is no foreseeable actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If either or both of the statements below apply, check the appropriate box:

The Proponent declares that there is an actual or potential Unfair Advantage relating to the preparation of its Proposal.

The Proponent declares that there is an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the Proponent declares an actual or potential Unfair Advantage and/or an actual or potential Conflict of Interest (by marking either of the boxes above), relevant details are to be set out below.

|  |
| --- |
|  |

**5. Disclosure of Information and Freedom of Information**

The Proponent hereby consents to the disclosure, on a confidential basis, of this Proposal by NPC to NPC’s advisers retained for the purpose of evaluating or participating in the evaluation of this Proposal.

The *Freedom of Information and Protection of Privacy Act*, as amended, (“**FIPPA**”) applies to records provided to the NPC by a Proponent, and may require disclosure of such records to third parties.

The following chart is provided for Proponents to list all records supplied in confidence by the Proponent to the NPC pursuant to this procurement process (e.g. their Proposal or any accompanying documentation). It is intended to assist NPC in determining what aspects of the Proposal are non-confidential (i.e., contain publicly available information), and what aspects are confidential. Confidential aspects either contain:

* trade secrets, commercial, financial, scientific or technical information, that is supplied in confidence, the disclosure of which would involve harm (per section 17 of FIPPA); or
* personal information (per section 21 of FIPPA).

|  |  |  |  |
| --- | --- | --- | --- |
| Record | Full Disclosure | Partial Disclosure | Identify portions of Record (e.g. pages or sections) that are supplied in confidence and the exemption(s) or exclusion(s) under FIPPA being relied upon |
|  |  |  |  |
|  |  |  |  |

Note: Listing the entire Proposal is not a useful means of distinguishing confidential from non-confidential information.

**6. NPC’s Supplier Code of Conduct**

The Proponent representative has read the Suppliers’ Code of Conduct for The Niagara Parks Commission at https://www.niagaraparks.com/files/Supplier's%20Code%20of%20Conduct.pdf and understands that NPC expects all of its Contractors to comply with it. Failure to comply with it may result in a Proponent being disqualified from an active procurement (including this RFP).

**7. NPC’s Contractor Safety Policy**

The Proponent representative has read the Contractor Safety Policy for The Niagara Parks Commission at <https://www.niagaraparks.com/media/2024/01/CPM-10-91-Contractor-Safety-Policy.pdf> and understands that NPC expects all of its Contractors to comply with it. Failure to comply with it may result in a Proponent being disqualified from an active procurement (including this RFP).

**8. Offer**

The Proponent has carefully examined the RFP and has a clear and comprehensive knowledge of the Work described in the RFP. By submitting the Proposal, the Proponent understands the provisions of the RFP, and offers to provide the Work in accordance therewith at the pricing set out in the Pricing Schedule.

It is the responsibility of the Proponent to seek clarification from the RFP Coordinator or its own advisors on any matter it considers to be unclear.

The Proponent understands that no delivery of Work will commence until NPC has entered into a contract with a successful Proponent.

**9. Proposal Irrevocable**

The Proponent agrees that its Proposal shall be irrevocable for **120** days following the Proposal Submission Deadline.

**10. Execution of Agreement**

The Proponent understands that in the event its Proposal is selected by the NPC, in whole or in part, the Proponent agrees to finalize and execute the agreement in the form set out in the RFP in accordance with the terms of the RFP.

|  |  |  |
| --- | --- | --- |
| Signature of Witness |  | Signature of Proponent representative |
|  |  |  |
| Name of Witness |  | Name and Title |
|  |  |  |
|  |  | Date: |
|  |  | I have authority to bind the Proponent |

***In order for NPC to accept this form as compliant, this form must be submitted complete and signed by both the “Proponent representative” and the “Witness”.***