Appendix 1 – Proposal Submission Form

**RFP No.: 2735479312**

**TO:** MMC  
1 Dundas Street West, Suite 1700  
Toronto, Ontario Canada   
M5G 1Z3

**ATTENTION: Steven Kostov, Bid Administrator**

**RE: RFP ID#2735479312 Oak Valley General Contractor to Fit-out Uxbridge Foundation Office**

The Proponent should prepare and submit its Proposal to include the Proposal Submission Form and other Proposal Documents (as defined in the RFP) and the information set out in this RFP.

Each Proponent should designate one individual as a contact for the purposes of communication during the RFP Process. This individual will be contacted by the Bid Administrator for any matters connected to the RFP Process, including, but not limited to clarifications, missing documentation or other related matters.

Each Proponent should verify their ability to obtain all of the types of bonds and insurance in the amounts set out in this RFP.

1. Proponent

Proponent’s Name:

1. Proponent Information
   1. Proponent’s registered corporate legal name and any other name under which it carries on business:

* 1. Proponent’s address, telephone and facsimile numbers:

Address:

Telephone:

* 1. Name of the person who is primarily responsible for the Proposal:

Name: Tel.

Email:

* 1. Name(s) of the proprietor, where the Proponent is a sole proprietor, each of the chief executive’s officers where the Proponent is a corporation; each of the partners where the Proponent is a partnership and applicable combinations of these when the Proponent is a joint venture, whichever applies:

* 1. Name of the person who is the Proponent Privacy Officer responsible for the Proposal:

* 1. Name of the person who is primarily responsible the Proponents Health and Safety operations:

1. Proposal

With respect to the above noted RFP, we confirm and certify as follows:

* + 1. capitalized terms used in this Proposal Submission Form have the meanings given thereto in the RFP – Instructions to Proponents;
    2. By submitting this Proposal, the Proponent and the Proponent Team Members agree to be bound by and to comply with the terms and conditions of the RFP Documents
    3. we have examined the RFP Documents and confirm that we have received all pages of the RFP Documents;
    4. we have made any necessary inquiries with respect to Addenda issued by MMC and have ensured that we have received and examined all Addenda to the RFP Documents;
    5. our Proposal is based on the terms and conditions of the RFP Documents;
    6. we acknowledge and accept the obligations set out in the RFP documents concerning Confidentiality;
    7. we have examined, reviewed, understood and will abide by all rules, regulations, terms and conditions with the information found in the Schedule B of RFP – Information Exhibits;
    8. We confirm that we have not modified the forms provided to us in Appendices to the RFP in any way whatsoever except to add the required information;
    9. we acknowledge that we have not discussed or communicated, directly or indirectly, with any other Proponent, any information whatsoever regarding the preparation of our Proposal or the Proposal of the other Proponents in a way that would contravene applicable legislation, codes, laws, regulations, directives, or policies;
    10. we acknowledge that we have prepared and submitted our Proposal independently and without connection, knowledge, comparison of information or arrangement, direct or indirect, with any other Proponent;
    11. we acknowledge that, except as explicitly provided in RFP documents terms and conditions, the submission of this Proposal creates no legal or contractual obligations or rights on MMC or the Proponent, as set out in RFP Documents;
    12. MMC and the Purchasers may, in their absolute discretion, reject any Proposal found to contain false or misleading information;
    13. we hereby consent, pursuant to subsection 17(3) of the Freedom of Information and Protection of Privacy Act, to the disclosure, on a confidential basis, of this submission to MMC, to its consultants retained for the purpose of evaluation or participating in the evaluation of our Proposal;
    14. we hereby agree 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 if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Proposal to MMC’ advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal;
    15. we give consent to MMC to conduct reference checks other than the references provided with our Proposal Submission;
    16. having made all necessary inquiries of our insurers in respect of the insurance requirements set out in any agreement, we confirm that we are able to meet the insurance obligations as set out in such agreement and that any future pricing include the costs associated with the insurance obligations;
    17. we acknowledge and agree that if we are identified as a Preferred Proponent, we will execute the applicable Agreement without amendment;
    18. All of the privacy terms provisions in the Schedule B– Information Exhibits survive the termination of any Agreement;
    19. The Purchaser reserves the right to undertake legal action to obtain an order stopping or preventing the Proponent from violating the privacy terms in the Schedule B– Information Exhibits. The Proponent acknowledges that any breach of these practices will result in the Purchaser suffering irreparable harm.

1. Proposal Irrevocability

Subject to a Proponent’s right to withdraw a Proposal in accordance with the procedure described in Section 2.6 Withdrawal of Proposal of the RFP, a Proposal shall be irrevocable by the Proponent for 60 calendar days from the Closing Time.

1. Conflict of Interest and Unfair Advantage
   1. We represent and warrant that neither we nor our Proponent team members (if any) have any Conflicts of Interest or Unfair Advantage as defined in the RFP Documents, in submitting our Proposal, except for the following Conflicts of Interest:

NO Conflicts of Interest or Unfair Advantage

Possible Conflict of Interest or Unfair Advantage

|  |  |
| --- | --- |
| **Name of Party/Person** | **Description of Conflict of Interest** |
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* 1. We confirm that the following individuals participated in the preparation of our Proposal, beyond those employed directly by the submitting Proponent:

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| --- | --- | --- |
| **Name of Individual or Party** | **Business Address and Telephone Number** | |
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1. Litigation History

MMC will be assessing each Proponent in light of past or current Litigation to determine if the organization would face unacceptable risks if it were to enter into an Agreement with the Proponent.

Check the appropriate box below:

The Proponent hereby confirms that it has not engaged in Litigation, either directly or indirectly through another party (e.g. a service provider or related party), against or involving Oak Valley Health, having its principal place of business at 4 Campbell Drive Building B. Uxbridge ON L9P 1R5 (referred to as the “Purchaser”) or any of its predecessor corporations for:

1. any matter involving the provision of goods or services, including construction and consulting services;
2. any matter arising from the Purchaser or any of its predecessor corporations’ exercise of their powers, duties or functions under applicable legislation and policies,
3. and that there is no action(s) where the full amount of damages payable by way of settlement or court order remaining outstanding and not fully paid;

at the time of the Submission Deadline or within five (5) years prior to the Proposal Submission Deadline.

**[OR]**

The Proponent hereby confirms that it has engaged in Litigation either directly or indirectly through another party, against or involving Oak Valley Health, having its principal place of business at 4 Campbell Drive Building B. Uxbridge ON L9P 1R5 (referred to as the “Purchaser”) or any of its predecessor corporations for:

1. any matter involving the provision of goods or services, including construction and consulting services;
2. any matter arising from MMC or any of its predecessor corporations’ exercise of its powers, duties or functions under applicable legislation and policies,
3. and that there is an action(s) where the full amount of damages payable by way of settlement or court order remaining outstanding and not fully paid

at the time of the Submission Deadline or within five (5) years prior to the Proposal

Submission Deadline.

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| Please supply supporting information: |  | |
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1. Proof of Authority

We acknowledge that MMC reserve the right to require the undersigned to provide proof, in a form acceptable to MMC, that the signatories of this Proposal Submission Form and any other form under this RFP requiring execution on behalf of each such party have the requisite authority to execute this Proposal Submission Form and any other form under this RFP requiring execution on behalf of and to bind the undersigned.

1. Projects at Oak Valley Health

Within the past 5 yrs., if applicable, list any completed and/or ongoing projects at Projects at Oak Valley Health. Provide their value and status:

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| --- | --- | --- | --- |
| Project Name | Purchaser | Value | Status |
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Project information supplied here may be used, at the sole discretion of the Purchaser, as project references, during *the* Reference Validation Stage of this RFP process.

**NOTE TO PROPONENTS:** THE PROPONENT MUST SIGN THE PROPOSAL SUBMISSION FORM IN A MANNER WHICH LEGALLY BINDS THE PROPONENT. YOU MAY ADJUST THE NUMBER OF SIGNING LINES AS REQUIRED

In witness whereof, the Proponent has executed this Proposal Submission Form as of the date indicated below.

|  |  |
| --- | --- |
| **Date:** |  |
| **[NAME OF PROPONENT]:** | |
|  |  |
|  |  |
| Per: |  |
|  | Name:  Title:  Date: |
| I/We have authority to bind the Proponent | |