

**Appendix G – Form of Offer**

**RFP#45-829-JJ**

**Seneca Newnham Building K Lab 3170 Renovation**

**Each Proposal must include this form completed and signed by the Proponent.**

**To: Seneca College of Applied Arts and Technology**

**1. Proponent Information**

|  |  |
|--|--|
| The full legal name of the Proponent is:   |  |
| Any other relevant name under which the Proponent carries on business is:  |  |
| The jurisdiction under which the Proponent is governed is:   |  |
| The name, address, telephone and fax numbers, and email address of the contact person for the Proponent is:  |  |
| Whether the Proponent is an individual, a sole proprietorship, a corporation, a partnership or a joint venture or other legally recognized entity: |  |

**2. Evaluation of Materials**

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting its Proposal, the Proponent agrees and consents to the terms, conditions and provisions of the RFP, and desires to enter into negotiations with Seneca to conclude an Agreement to provide the Deliverables.

**3. Prices**

The Proponent has submitted its proposed Pricing in accordance with the instructions in the RFP and in the form set out in Appendix F - Pricing Submission Form.

#### 4. Mandatory Forms

The Proponent encloses herewith as part of the Proposal, the Mandatory Forms listed below:

| Mandatory Forms          | Yes, Enclosed |
|--------------------------|---------------|
| Form #1 – Form of Offer  | This form     |
| Form #2 – Rate Bid Form  |               |
| Form #3 – Reference Form |               |

#### 5. Addenda and Questions/Answers

The Proponent has read, and hereby accepts all addenda and question/answer documents issued by Seneca prior to the date of submission of this Proposal, and agrees that it will accept and be bound by any addenda and question/answer documents issued by Seneca prior to the Deadline for Issuing Addenda set out in Details and Important Events Table to the RFP.

The Proponent acknowledges and agrees that it shall make any amendments it deems necessary to its Proposals based on this information.

The Proponent confirms that it has received all addenda and question/answer documents, if any, by completing the applicable column in the below table:

| Addenda and Question/Answers                       | Complete this column by inserting the number/quantity received: |
|--|---|
| The number of addenda received =                   |   |
| The number of question/answer documents received = |   |

#### 6. Proposal Revocable

The Proponent understands that its Proposal may be revoked by it without penalty at any time prior to the execution of an Agreement between the Proponent and Seneca, by providing written notice or revocation to Seneca.

#### 7. 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 Applicable Laws 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 Seneca's advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal.

#### 8. Proof of Insurance and Good Standing under the *Workplace Safety and Insurance Act* (Ontario)

By signing this Form of Offer, the Proponent agrees that, if selected as a Preferred Proponent, it has verified its capacity to enter into an Agreement with Seneca, and will provide proof of insurance coverage and a Certificate of Good Standing under the *Workplace Safety and Insurance Act* (Ontario).

**9. Unfair Advantage and Conflict of Interest Statement**

Prior to completing this Form of Offer, the Proponent is advised to review the definitions of Unfair Advantage and Conflict of Interest set out in Section 4.2. of the RFP. The Proponent must answer the following question:

| Conflict of Interest   | Conflict of Interest (Yes or no) | If yes, please set out the details of the actual or potential Conflict of Interest below: |
|--|----------------------------------|---|
| Is there an actual or potential Unfair Advantage or Conflict of Interest, relating to the preparation of its Proposal, or if the Proponent foresees an actual or potential Unfair Advantage or Conflict of Interest in performing the contractual obligations contemplated in the RFP? |                                  |   |

The Proponent agrees to provide any additional information, which may be requested by the RFP Coordinator, in the form prescribed by the RFP Coordinator.

Where, in its sole discretion, Seneca concludes that an Unfair Advantage and/or Conflict of Interest arises, it may, in addition to any other remedy available to it at law, disqualify the Proponent’s Proposal, or terminate any Agreement reached with the Proponent as a result of the RFP.

**10. Copyright Matters**

By submitting the Proposal or otherwise communicating to Seneca matters relating to the RFP, and in consideration of the Proponent’s Proposal being evaluated by Seneca and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Proponent hereby transfers and assigns to Seneca any and all copyrights related in any way to its Proposal and any other materials submitted to Seneca (the “Submitted Materials”). The Proponent represents and warrants to Seneca that it has become the owner of all copyrights in the Submitted Materials as they have arisen from time to time, and that all first owners of copyrights have waived their moral rights in favour of Proponent, and that accordingly the Proponent is qualified to make this copyright assignment(s) in favour of Seneca. Copies of assignments of copyrights from first authors and waivers shall be provided to Seneca at no cost upon the request of Seneca and the originals shall be available for inspection by Seneca. The Proponent agrees to assist in understanding, documenting, and in applying for registration for copyrights for any works; including executing such documentation as is reasonable and proper and within a reasonable time therefor.

**11. Indemnification**

This Proponent hereby indemnifies Seneca and its related parties including, but not limited to, its officials, directors, governors, officers, employees, agents and advisors and hereby agrees to hold them harmless against all claims, suits, proceedings, demands and actions arising out of or in any way connected with copyright, patent or other intellectual property infringement rights asserted by others against Seneca, including for all damages, judgments, costs, fees and expenses (including legal fees on a full indemnity basis) which result from or are in any way related to Seneca’s owning, using or benefiting from the use of the Proposal or from receiving any Deliverables that are described in the Proposal.

## 12. Form of Agreement and Supplementary Conditions

Review Appendix H and H.2 (Form of Agreement and Supplementary Conditions) related to the contract and acknowledge by checking one of the following boxes below:

The Proponent agrees with the Form of Agreement (Appendix H – Form of Agreement – including the contract and Supplementary Conditions)

The Proponent **does not agree** with the Form of Agreement (Appendix H – Form of Agreement – including the contract and Supplementary Conditions).

**The Proponent must identify:**

a) Any clauses in the Contract or Supplementary Conditions to which it objects, with an explanation as to the nature of the objection, and

b) Alternate clauses that would be acceptable.

**13. Execution of Agreement**

If the Proponent is selected as a Preferred Proponent and if Seneca wishes to negotiate an Agreement with this Preferred Proponent, the Proponent agrees to negotiate with Seneca in good faith, time being of the essence, to conclude a definitive Agreement for the supply of the Deliverables to Seneca.

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Signature of Witness

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Signature of Proponent Representative

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Name of Witness

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Name and Title

Date:

I have authority to bind the Proponent