Appendix 1 – Quotation Submission Form

**RFQ No.:** CW20848

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

**ATTENTION: Mark Henry; Bid Administrator**

**RE: CMH Generator Build Project RFQ**

The Respondent should prepare and submit its Quotation to include the Quotation Submission Form and other Quotation Documents (as defined in the RFQ) and the information set out in this RFQ.

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

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

1. Respondent

Respondent’s Name:

1. Respondent Information

Respondent’s registered corporate legal name and any other name under which it carries on business:

Respondent’s address, telephone and facsimile numbers:

Address:

Telephone:

Name of the person who is primarily responsible for the Quotation:

Name: Tel.

Email:

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

Name of the person who is the Respondent Privacy Officer responsible for the Quotation:

Name of the person who is primarily responsible the Respondents Health and Safety operations:

1. Quotation

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

* + 1. By submitting this Response, the Respondent agrees as a prequalified Respondent to be bound by and to comply with the terms and conditions of the RFSQ Documents, issued September 15, 2022, No.2726575841;
    2. capitalized terms used in this Quotation Submission Form have the meanings given thereto in the RFQ – Instructions to Respondents;
    3. By submitting this Quotation, the Respondent and the Respondent Team Members agree to be bound by and to comply with the terms and conditions of the RFQ Documents
    4. we have examined the RFQ Documents and confirm that we have received all pages of the RFQ Documents;
    5. 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 RFQ Documents;
    6. our Quotation is based on the terms and conditions of the RFQ Documents;
    7. we acknowledge and accept the obligations set out in the RFQ documents concerning Confidentiality;
    8. we have examined, reviewed, understood and will abide by all rules, regulations, terms and conditions with the information found in the Schedule B of RFQ – Information Exhibits;
    9. We confirm that we have not modified the forms provided to us in Appendices to the RFQ in any way whatsoever except to add the required information;
    10. we acknowledge that we have not discussed or communicated, directly or indirectly, with any other Respondent, any information whatsoever regarding the preparation of our Quotation or the Quotation of the other Respondents in a way that would contravene applicable legislation, codes, laws, regulations, directives, or policies;
    11. we acknowledge that we have prepared and submitted our Quotation independently and without connection, knowledge, comparison of information or arrangement, direct or indirect, with any other Respondent;
    12. we acknowledge that, except as explicitly provided in RFQ documents terms and conditions, the submission of this Quotation creates no legal or contractual obligations or rights on MMC or the Respondent, as set out in RFQ Documents;
    13. MMC and the Purchasers may, in their absolute discretion, reject any Quotation found to contain false or misleading information;
    14. 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 Quotation;
    15. we hereby agree that any information provided in this Quotation, 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 Respondent hereby consents to the disclosure, on a confidential basis, of its Quotation to MMC’ advisors retained for the purpose of evaluating or participating in the evaluation of this Quotation;
    16. we give consent to MMC to conduct reference checks other than the references provided with our Quotation Submission;
    17. 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;
    18. we acknowledge and agree that if we are identified as a Preferred Respondent, we will execute the applicable Agreement without amendment;
    19. All of the privacy terms provisions in the Schedule B– Information Exhibits survive the termination of any Agreement;
    20. The Purchaser reserves the right to undertake legal action to obtain an order stopping or preventing the Respondent from violating the privacy terms in the Schedule B– Information Exhibits. The Respondent acknowledges that any breach of these practices will result in the Purchaser suffering irreparable harm.
    21. The Respondent attests that it is incorporated in Canadian jurisdiction. The Respondents must be a Canadian business to be considered for award;
    22. The Respondent attests that it that regularly conducts its activities on a permanent basis in Ontario and either (i) has its headquarters or a main office in Ontario or (ii) has at least 250 full-time employees in Ontario at the time of the applicable procurement process;
    23. The Respondent warrants that the goods and services that the Respondent is proposing to provide to the Purchaser are not the result of, and in no way involve, forced labour or child labour (as such terms are defined in Canada’s Fighting Against Forced Labour and Child Labour in Supply Chains Act).

1. Quotation Irrevocability

Subject to a Respondent’s right to withdraw a Quotation in accordance with the procedure described in Section 2.6 Withdrawal of Quotation of the RFQ, a Quotation shall be irrevocable by the Respondent for 90 calendar days from the Closing Time.

1. Key Personnel

We confirm that the Project Manager and Site Supervisor as submitted during the RFSQ process will be available and involved with this Project.

Project Manager Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Site Supervisor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**OR**

The Project Manager and Site Supervisor as submitted during the RFSQ process is/are not available for this Project. We have submitted a replacement for the Purchaser’s consideration and approval using the attached Appendix 3 – Key Personnel Form.

1. Conflict of Interest and Unfair Advantage

We represent and warrant that neither we nor our Respondent team members (if any) have any Conflicts of Interest or Unfair Advantage as defined in the RFQ Documents, in submitting our Quotation, except for the following Conflicts of Interest:

NO Conflicts of Interest or Unfair Advantage

Possible Conflict of Interest or Unfair Advantage

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

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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 Respondent 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 Respondent.

Check the appropriate box below:

The Respondent 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 Campbellford Memorial Hospital, having its principal place of business at 146 Oliver Rd, Campbellford ON K0L 1L0 (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 Quotation Submission Deadline.

**[OR]**

The Respondent hereby confirms that it has engaged in Litigation either directly or indirectly through another party, against or Campbellford Memorial Hospital, having its principal place of business at 146 Oliver Rd, Campbellford ON K0L 1L0 (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 Quotation

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 Quotation Submission Form and any other form under this RFQ requiring execution on behalf of each such party have the requisite authority to execute this Quotation Submission Form and any other form under this RFQ requiring execution on behalf of and to bind the undersigned.

**NOTE TO RESPONDENTS:** the Respondent must sign the quotation submission form in a manner which legally binds the Respondent. You may adjust the number of signing lines as required.

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

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