# SCHEDULE B - Form of Offer

The Proponent must not amend this Form in any way other than by providing the requested information. This form must be completed, signed and submitted as part of the Proponent’s Proposal.

**To the Canadian Partnership Against Cancer:**

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, facsimile number and e-mail address of the contact person for the Proponent is: |
|  |  |
|  | The Proponent is:  *Proponents must select one of the following choices.*  a corporation  a partnership  a joint venture  an incorporated consortium  a consortium that is a partnership  other legally recognized entity: {Specify type or state "N/A".} |

1. **Offer**

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables / Scope of Services required under the RFP. By submitting the Proposal, the Proponent agrees and consents to the terms, conditions and provisions of the RFP, and offers to provide the Deliverables in Schedule A in accordance therewith at the price set out in the Pricing Sheet as Schedule C.

1. **Mandatory Forms**

(a) The Proponent encloses herewith as part of the Proposal, the mandatory forms provided and set out below:

| **MANDATORY FORMS:** | **Yes** | **Page** |
| --- | --- | --- |
| Form of Offer (Schedule B) |  |  |
| Proposal Form (Schedule C) |  |  |
| Contractor’s Qualification Statement CCDC11-1996 (R2206) (Schedule D) |  |  |

1. **Price**

The Proponent has submitted its price in accordance with the instructions in the RFP and in the form set out at Schedule C.

1. **Addenda**

The Proponent is deemed to have read and accepted all Addenda issued by the Partnership prior to the Deadline for Issuing Addenda. The onus remains on the Proponent to make any necessary amendments to the Proposal based on the Addenda. The Proponent confirms that it has received the following Addenda:

|  |
| --- |
| {List Addenda numbers or, if no Addenda were issued, state “None”.} |
|  |
|  |
|  |

1. **Validity**

The Proponent agrees that its Proposal shall be valid for ninety (90) days following the Proposal Submission Deadline.

1. **Conflict of Interest**

The Proponent, by submitting the Proposal, confirms that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Proposal or performance of the contemplated Agreement other than those disclosed in this Form of Offer. Where the Partnership discovers a Proponent’s failure to disclose all actual or potential Conflicts of Interest, the Partnership may disqualify the Proponent or terminate any Agreement awarded to that Proponent as a result of this procurement process.

Conflict of Interest includes, but is not limited to, any situation or circumstance where:

1. in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to
   * 1. having or having access to information in the preparation of its Proposal that is confidential to the Partnership and not available to other Proponents;
     2. communicating with any person with a view to influencing preferred treatment in the RFP process; or
     3. engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and render that process non-competitive and unfair; or
2. in relation to the performance of its contractual obligations under the Agreement, the supplier’s other commitments, relationships or financial interests
   * 1. could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or
     2. could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

*Proponents must choose one of the following two options*

The Proponent declares that: (1) there was no Conflict of Interest in preparing its Proposal; and (2) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

**OR**

The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its Proposal, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP. The details of the actual or potential Conflict of Interest are as follows:

|  |
| --- |
|  |

1. **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 law or if required by order of a court or tribunal. The Proponent hereby consentsto the disclosure, on a confidential basis, of this Proposal by the Partnership to its advisers retained for the purpose of evaluating or participating in the evaluation of this Proposal.

1. **Execution of Agreement**

The Proponent understands that, in the event its Proposal is selected by the Partnership, in whole or in part, the Proponent agrees to finalize and execute an Agreement, substantially in the form included in Schedule E. Changes to this form to be issued as an addendum.

I confirm that this Form of Offer has been completed with no changes to the text provided in the RFP.

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

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# SCHEDULE C – Proposal Form

Having read and fully understood the requirements of the Request for Proposal for Construction Management for Services and Construction for the Tenant Interior Improvements for the Partnership, we hereby agree to provide all necessary labour, equipment, material, supervision and management resources required to deliver the services requested and/or offered herein. Our Fixed Fee as per CCDC 5B Article A-5 Construction Manger’ Fee will be:

Fee for ***Services*** as defined by CCDC 5B.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars and zero cents ($ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.00) (Excluding HST)

Fee for ***Work*** as defined by CCDC 5B.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars and zero cents ($ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.00) (Excluding HST)

In consideration of the above we have affixed our names and the seal of the Corporation.

Seal

Proponents are required to indicate costs of the General Condition items, which pertain to the Cost of the Work, and will become a part of the Stipulated Price in addition to the Work tendered to Subcontractors. Enter costs in following table for applicable items and add to the list other General Condition items that would be additional to Fees and will become a part of the Stipulated Price.

All other costs are assumed to be part of Construction Manager’s Fees for Services and Work and will not qualify as General Conditions. (E.g. Other head office staff assisting on project – secretarial, closeout etc.)

| **Item** | **Cost per Week** | **Duration in Weeks** | **Cost for Project** |
| --- | --- | --- | --- |
| **Preconstruction** |  |  |  |
| Principal |  |  |  |
| Project Manager |  |  |  |
| Project Coordinator |  |  |  |
| Project Accountant |  |  |  |
| Superintendent |  |  |  |
| Estimator |  |  |  |
| Other - describe |  |  |  |
| Other - describe |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Subtotal |  |  |  |
| **Construction** |  |  |  |
| Principal |  |  |  |
| Project Manager |  |  |  |
| Project Coordinator |  |  |  |
| Project Accountant |  |  |  |
| Superintendent |  |  |  |
| Estimator |  |  |  |
| Other - describe |  |  |  |
| Other - describe |  |  |  |
| Safety Officer |  |  |  |
| Site Labourer(s) |  |  |  |
| Site Carpenter(s) |  |  |  |
| Driver(s) |  |  |  |
| Other - describe |  |  |  |
| Other - describe |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Subtotal |  |  | $ |
| **Temporary/Site Facilities** |  |  |  |
| Site Office |  |  |  |
| Site Office – Equipment and Supplies |  |  |  |
| Temporary power and lighting |  |  |  |
| Communications – radio/cell etc. |  |  |  |
| Temporary Toilets |  |  |  |
| Small Tools, Supplies & Rentals |  |  |  |
| Consumable Supplies |  |  |  |
| Site Protection |  |  |  |
| Temporary Hoarding |  |  |  |
| Disposal, Garbage Bins & Dump fees |  |  |  |
| Safety/First Aid Kits/Supplies |  |  |  |
| Temporary Security |  |  |  |
| Other- describe |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Subtotal |  |  | $ |
| **Clean-up** |  |  |  |
| Daily/Continuous clean up |  |  |  |
| Pre-Occupancy clean up (final) |  |  |  |
| Disposal, Garbage Bins & Dump fees |  |  |  |
| Post Move Paint Touch-Ups |  |  |  |
| Other- describe |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Subtotal |  |  | $ |
| **Fees and Services** |  |  |  |
| Insurance |  |  |  |
| 50% Performance Bond |  |  |  |
| 50% Labour and Materials Bond |  |  |  |
| Building Permit Fees |  |  |  |
| Other - describe |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Total General Conditions |  |  | $ |

I/We agree that changes to the Work, whether added or deleted, exclusive of Work covered by Unit Prices (which include overhead and profit), shall be based on actual cost of labour and material plus a total mark-up as follows:

(a) Work carried out by the Construction Manager’s own forces: \_\_\_\_\_% overhead and profit combined.

(b) Work carried out by the Subcontractor: \_\_\_\_\_% overhead and profit combined.

(c) Contractor’s mark-up on Subcontractors Work: \_\_\_\_% overhead and profit combined.

This Proponents Submission is made entirely in accordance with **RP213-2017-03** by your signature hereunder, it is deemed that you have read and agreed to all terms and conditions in the same manner as had such terms and conditions appeared above your signature, and that you have the authority to bind the Proponents.

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

**END OF PROPOSAL FORM**