

**Request for Proposals**  
**for**  
**Department of Study of Religion Level 2 & Level 3 Renovations**  
**RFP No. ORE20251160**

Issue Date: June 20, 2025

Submission Deadline: July 24, 2025, at 2:00 p.m. (Local Time)

F &S REF# 22-160-128

V180801NBLF

Section 1 - INTRODUCTION .....	5
1.1 General.....	5
1.2 The University of Toronto.....	5
1.3 Contact Person.....	5
1.4 Proponent Representatives.....	6
1.5 Conflict of Interest .....	6
1.6 University Policies .....	7
1.7 Research Environment.....	8
Section 2 - THE RFP DOCUMENTS .....	8
2.1 Request for Proposals Documents .....	8
2.2 Conflicts or Inconsistencies in Documents .....	9
2.3 Distribution of Documents to Proponents .....	9
2.4 MERX and Background Information .....	10
2.5 Proponent Investigations.....	10
Section 3 - THE RFP PROCESS .....	11
3.1 RFP Process Timetable .....	11
3.2 Questions and Requests for Clarifications or Information .....	11
3.3 Notices .....	12
3.4 Addenda/Changes to the RFP Documents.....	12
3.5 General Proponents Meeting(s).....	12
3.6 Prohibited Contacts .....	13
3.7 Ineligible Persons.....	14
3.8 Media Releases, Public Disclosures and Public Announcements.....	14
3.9 Restrictions on Communications between Proponents – No Collusion.....	14
3.10 Disclosure of Proposal Information .....	15
3.11 Confidential Information .....	15
3.12 Confidentiality Agreements .....	16
3.13 Copyright and Use of Information in Proposals .....	16
3.14 Governing Law and Attornment .....	17
3.15 Licences and Permits .....	17
3.16 Entities Permitted to Submit Proposals.....	17
3.17 Proponents' Costs .....	18
3.18 Delay and Costs of Delay.....	19
3.19 Clarification, Verification and Supplementing of Proponent's Proposal.....	19
3.20 Changes to Proponents .....	20
3.21 Insurance and Workplace Safety during the RFP Process.....	21
Section 4 - PROPOSAL CONTENT AND FORMAT .....	21
4.1 Format and Content of Proposal .....	21

4.2	Proposal Submission Form .....	22
4.3	References and Past Performance Issues .....	23
Section 5 - PROPOSAL SUBMISSION, WITHDRAWAL, MODIFICATION .....		23
5.1	Submission of Proposals and Late Proposals .....	23
5.2	Late Proposals .....	25
5.3	Withdrawal of Proposals .....	25
5.4	Amendment of Proposals .....	25
5.5	One Proposal per Person or Entity .....	25
5.6	Maintaining Prices and Proposal Commitments .....	26
5.7	Proposals to be Retained by University .....	26
Section 6 - PROPOSAL EVALUATION .....		26
6.1	Evaluation Team .....	26
6.2	Evaluation of Proposals .....	26
6.3	Optional Short-Listing.....	26
6.4	Interviews, Site Visits, Demonstrations and Presentations.....	26
6.5	Credit Information and Financial Information .....	27
Section 7 - GENERAL EVALUATION AND DISQUALIFICATION PROVISIONS .....		27
7.1	The University's Discretion.....	27
7.2	Disqualification .....	27
Section 8 – NEGOTIATIONS PROPONENTS.....		29
8.1	Negotiations Proponents.....	29
Section 9 - DRAFT AGREEMENT NEGOTIATION, FINALIZATION AND DEBRIEFING AND SUCCESSFUL PROPONENT .....		29
9.1	Negotiation and Finalization of the Draft Agreement .....	29
9.2	Notification If Successful Or Not .....	30
9.3	Debriefing .....	30
9.4	Dispute Resolution .....	30
Section 10 - LEGAL MATTERS AND RIGHTS OF THE UNIVERSITY.....		30
10.1	RFP Not a “Bidding Contract” or a Tender.....	30
10.2	Limit on Liability.....	32
Section 11 - DEFINITIONS .....		32
11.1	General.....	32
11.2	RFP Definitions .....	32
SCHEDULE A RFP DATA SHEET .....		36
SCHEDULE B PROPOSAL SUBMISSION FORM.....		41
Attachment 1 to Schedule B Joint Venture Information .....		46
Attachment 2 to Schedule B Subcontractors .....		48
<u>Attachment 3 to Schedule B-Exception to UOT'S Terms of Agreement</u>		
<u>Attachment 4 to Schedule B Agreement to Bond</u>		

SCHEDULE C CONFLICT OF INTEREST DECLARATION .....	53
Attachment 1 to Schedule C Exceptions.....	55
SCHEDULE D SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA.....	57
Schedule D Part 1 Technical Submission Requirements and Evaluation Criteria.....	58
Schedule D Part 2 Financial Submission Requirements and Evaluation Criteria.....	61
SCHEDULE E REFERENCE FORM .....	64
SCHEDULE F DRAFT AGREEMENT AND SCHEDULES TO THE DRAFT AGREEMENT .....	66

## REQUEST FOR PROPOSALS

### SECTION 1 - INTRODUCTION

#### 1.1 General

(1) The Governing Council of the University of Toronto (the “**University**”) is issuing the RFP Documents to retain a supplier to provide the goods and/or services briefly described in the RFP Data Sheet and set out in the Draft Agreement (the “**Goods and/or Services**”). The RFP number is set out in the RFP Data Sheet (the “**RFP Number**”).

(2) The University intends to award the final agreement that will be entered into pursuant to this RFP Process (the “**Final Agreement**”) through an open, fair and competitive RFP process. The RFP competition will be open either to,

- (a) any entity described in RFP Section 3.16(2);
- (b) if a prequalification has taken place, only those entities or joint ventures that are prequalified to submit a response to the RFP Process as specified in the RFP Data Sheet (the “**Prequalified Parties**”); or
- (c) only those entities that have been invited to submit a response to this RFP Process as specified in the RFP Data Sheet,

as applicable. In the RFP Documents, individuals or firms that submit documents in response to this RFP Process are referred to as “**Proponents**”. The entity or entities that the University selects to negotiate an agreement with in respect of the Goods and/or Services are referred to as “**Negotiations Proponent(s)**”. The Proponent that the University enters into the Final Agreement with is referred to as the “**Successful Proponent**”. For ease of reference, prospective proponents, whether or not they submit a proposal in response to this RFP Process (a “**Proposal**”), are also referred to as “Proponents”.

(3) The process to select the Negotiations Proponents for the purposes of the Goods and/or Services will commence with the issuance of the RFP Documents (as defined in RFP Section 2.1(1)) and will terminate when the University selects a Negotiations Proponent or Negotiations Proponents (the “**RFP Process**”).

#### 1.2 The University of Toronto

(1) The University of Toronto was established in 1827 and is Canada’s largest university, recognized as a global leader in research and teaching. The University has over 90,000 full-time and part-time students (79,262 full-time equivalents), making it one of the largest universities in North American in terms of enrolment. The University’s size and academic resources provide its students with a wide range of academic programs and courses, while its unique college system offers learning experiences enriched by individual cultures in a smaller community. The University consistently ranks among the top 25 universities in the world. Its distinguished faculty, institutional records of ground-breaking scholarship and wealth of innovative academic opportunities continually attract outstanding academics and students from around the world. The University is located on three campuses: St. George (downtown Toronto), Scarborough (UTSC) and Mississauga (UTM).

#### 1.3 Contact Person

(1) Except as set out in RFP Section 3.5, the Proponents are required to submit all questions and other communications regarding the RFP Documents, the RFP Process and their Proposals by e-mail to the contact person named in the RFP Data Sheet (the “**Contact Person**”) at the email address set out in the RFP Data Sheet. During this RFP Process, Proponents may only contact the University through the Contact Person.

#### 1.4 Proponent Representatives

(1) All correspondence from the University to a specific Proponent will be sent to the person identified by the Proponent to receive information and notices on behalf of the Proponent (the “**Proponent Representative**”). Each Proponent will identify the Proponent’s Proponent Representative on the confidentiality agreement delivered to the University by the Proponent in accordance with RFP Section 3.12, if applicable. Each Proponent is solely responsible to ensure that all contact information of the Proponent Representative is accurate and updated at all times during the RFP Process. Proponents may update or revise their Proponent Representatives’ information by notifying the Contact Person, in writing by e-mail.

#### 1.5 Conflict of Interest

(1) For the purposes of this RFP Process “**Conflict of Interest**” includes any situation or circumstance where a Proponent or any of its Advisors, or any of the employees of a Proponent or Proponent Advisor engaged in the development or oversight of development of the Proponent’s Proposal (including for such employees in their personal capacities):

- (a) has commitments, relationships or financial interests or involvement in any litigation or proceeding that:
  - (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment by any personnel of the University or its Advisors; or
  - (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of a Proponent’s obligations under the Draft Agreement if that Proponent was determined to be a Successful Proponent under the RFP Process;
- (b) has contractual or other obligations to the University that could or could be seen to have been compromised or otherwise impaired as a result of its participation in the RFP Process; or
- (c) has knowledge of confidential information (other than Confidential Information) that,
  - (i) has been made available to the Proponent or any of its Advisors;
  - (ii) is of strategic and/or material relevance to the RFP Process or to the Goods and/or Services; and
  - (iii) is not available to other Proponents and that could or could be seen to give the Proponent an unfair competitive advantage.

(2) If a Proponent believes that a Proponent or a person who has had or who will have significant involvement in the preparation and/or oversight of the preparation of the Proposal may have a perceived, potential or actual Conflict of Interest prior to the submission of a Proposal, then that Proponent should deliver to the Contact Person through e-mail and no later than the deadline set out in the Timetable a completed and executed Schedule C of this RFP – Conflict of Interest Declaration, which will be used by the University in its assessment of the presence of a perceived, potential or actual Conflict of Interest involving any Proponent or any employee or Advisor of the University in respect of the Goods and/or Services. For clarity, all Proponents are also required to submit updated, completed and executed versions of Schedule C of this RFP – Conflict of Interest Declaration as part of their Proposals. Following submission of its Proposal, if a Proponent discovers any perceived, potential or actual Conflict of Interest, the Proponent will promptly disclose such Conflict of Interest to the Contact Person.

(3) Proponents are advised to review the University of Toronto Code of Ethics and to ensure that the Proponent and its Advisors have complied with these policies and with any instructions from the University arising from the application of these policies. For clarity, Proponents have an ongoing obligation to comply with this RFP Section 1.5(3) in addition to complying with the foregoing policies.

(4) At the request of the University, the Proponent will provide the University with the Proponent's proposed means to mitigate and minimize to the greatest extent practicable any perceived, potential or actual Conflict of Interest. The Proponent will submit any additional information to the University that the University considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

(5) The final determination of whether a perceived, potential or actual Conflict of Interest exists will be made by the University in its sole discretion. The University may, in its sole discretion,

- (a) exclude any Proponent or Proponent's Advisor on the grounds of Conflict of Interest;
- (b) require the Proponent or a Proponent's Advisor to substitute a new person or entity with similar qualifications for the person or entity giving rise to the Conflict of Interest; and/or
- (c) waive any and all perceived, potential or actual Conflicts of Interest of Proponents or any of their respective Advisors, upon such terms and conditions as the University, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately managed, mitigated and minimized, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the University, in its sole discretion, to manage, mitigate and minimize the impact of such Conflict of Interest.

(6) Without limitation to any other rights of the University hereunder, in order to ensure the integrity, openness and transparency of the RFP Process, the University may, in its sole discretion

- (a) impose at any time on all Proponents additional conditions, requirements or measures, with respect to bidding practices or ethical behaviour of the Proponents; and
- (b) require that any or all Proponents at any time during the RFP Process provide the University with copies of its internal policies, processes and controls establishing ethical standards for its bidding practices and evidence of compliance by the Proponent with such policies, processes and controls.

## **1.6 University Policies**

(1) Proponents are required to adhere to and comply with the commitments set out in all University policies which are available on the University's website, including the following and any other policies set out in the RFP Data Sheet:

- (a) *Accessibility for Ontarians with Disabilities Act:*
  - (i) The University is bound by the *Accessibility for Ontarians with Disabilities Act* (the "AODA") and will require that the Successful Proponent comply with all relevant AODA Standards applicable to the Goods and/or Services being provided. Proponents acknowledge that the Successful Proponent will also be required to confirm that it has reviewed the University's training document for volunteers and other services

providers available at the AODA website prior to providing the Goods and/or Services.

(b) Sexual Violence and Sexual Harassment Training:

- (i) Provincial legislation mandates that the University make sexual violence and sexual harassment training available to all members of its community. The University strongly encourages the Successful Proponent to complete the online training module to help create a campus environment in which all members of the University community can study, live and work free from sexual violence. To learn more about the University's Policy on Sexual Violence and Harassment, including how to gain access to the training, please contact [ed.thesvpcentre@utoronto.ca](mailto:ed.thesvpcentre@utoronto.ca).

## 1.7 Research Environment

(1) If set out in the RFP Data Sheet, the Goods and/or Services are to be financed in part by The Canada Foundation for Innovation ("CFI") and the provisions of this RFP Section 1.7(1) will apply. CFI is an independent corporation created by the Government of Canada to fund research infrastructure. The CFI's mandate is to strengthen the capacity of Canadian universities, colleges, research hospitals and non-profit research institutions to carry out world-class research and technology development that benefits Canadians. Further information about CFI can be found at [www.innovation.ca](http://www.innovation.ca). CFI requires all Proponents to identify and document the standard market price for the equipment/service proposed and the University's one-time special pricing, the difference being an "in-kind" contribution. The standard market price must be the price normally provided to educational institutions. In addition, Proponents must identify and document the standard market price of any equipment supplied at no charge. Proponents are asked to provide these details in their Proposal. It is not mandatory for Proponents to provide an in-kind contribution and all in-kind contributions are voluntary. If the list price and the normal educational prices are the same, Proponents should provide a statement in their response to explain the rationale behind their pricing strategy.

## SECTION 2 - THE RFP DOCUMENTS

### 2.1 Request for Proposals Documents

- (1) The Request for Proposals documents (the "**RFP Documents**") are:
- (a) the Request for Proposals (the "**RFP**");
  - (b) Schedule A – RFP Data Sheet;
  - (c) Schedule B – Proposal Submission Form;
  - (d) Schedule C – Conflict of Interest Declaration;
  - (e) Schedule D – Submission Requirements and Evaluation Criteria, including,
    - (i) Schedule D Part 1 – Technical Submission Requirements and Evaluation Criteria;
    - (ii) Schedule D Part 2 – Financial Submission Requirements and Evaluation Criteria;
  - (f) Schedule E – Reference Form;
  - (g) Schedule F – Draft Agreement and Schedules to the Draft Agreement (including all related appendices and attachments thereto) (the "**Draft Agreement**"); and

(h) Addenda to the RFP Documents, if any.

(2) The Proponents are instructed to read the RFP Documents as a whole. The Schedules and Addenda, if any, constitute an integral part of this RFP and are incorporated by reference.

(3) The University may also provide Proponents with background information (the **"Background Information"**). Whether or not Background Information will be provided to the Proponents is noted in the RFP Data Sheet. No document containing Background Information shall form part of the RFP Documents. Background Information is provided only for the convenience of Proponents.

## **2.2 Conflicts or Inconsistencies in Documents**

(1) For the purpose of the RFP Process, if there are any conflicts or inconsistencies among the terms and conditions of the documents comprising RFP Documents, the following will apply:

- (a) in respect of matters of interpretation related to the RFP Process and all competitive procurement process matters, this RFP will prevail over the Schedules to this RFP during the RFP Process;
- (b) in respect of all matters of interpretation of the Goods and/or Services and the Draft Agreement during the RFP Process, the Draft Agreement will prevail over this RFP and all other Schedules to this RFP; and
- (c) for the purpose of resolving conflicts or inconsistencies among the documents that constitute the Draft Agreement, the provisions of the Draft Agreement dealing with conflicts or inconsistencies will govern.

(2) Despite RFP Section 2.2(1), if a Proponent believes that there is any term or condition in any RFP Document that is ambiguous, or that conflicts or is inconsistent with any other term or condition in the RFP Documents, the Proponent is required to notify the University of that ambiguity, conflict or inconsistency in accordance with RFP Section 3.2 and, for clarity, by the deadline set out in the Timetable (as defined in RFP Section 3.1(1)) for the submission of Questions.

(3) If there is a conflict or inconsistency between:

- (a) the University's electronic version of an RFP Document as contained on MERX; and
- (b) any other version of the same RFP Document (whether in electronic or hard copy),

the University's electronic version as contained on MERX will govern.

(4) If there is any conflict or inconsistency between documents, including RFP Documents contained on MERX and documents that are downloaded by the Proponent, the documents contained on MERX will govern.

(5) If there is any conflict or inconsistency between two versions of the same RFP Document contained on MERX, the RFP Document of the later date or version number will prevail over the same RFP Document of an earlier date or version number. Unless otherwise indicated, for the purposes of this RFP Section 2.2(5), the date of each RFP Document will be determined by the date and time when that document was placed on MERX by the University.

## **2.3 Distribution of Documents to Proponents**

(1) Except as provided in RFP Section 2.3(2), the University will circulate this RFP and all other RFP Documents, including Addenda, by placing them on MERX. If the University chooses to notify Proponent Representatives that documents have been added on MERX, such notification is a courtesy

only and Proponents are solely responsible to ensure that they have reviewed all documents on MERX in accordance with RFP Section 2.4(2) and, in particular, have reviewed all documents on MERX immediately prior to submitting Proposals.

(2) If a Proponent requires the RFP Documents in paper copy, the Proponent may submit a request to the Contact Person, along with a reason for why the Proponent requires the RFP Documents in paper copy. Following consideration of the Proponent's request, the University may, in its sole discretion, choose to circulate RFP Documents in paper copy to the Proponent who made the request.

## **2.4 MERX and Background Information**

- (1) The University will use MERX to,
  - (a) distribute RFP Documents, Notices and Addenda;
  - (b) provide various types of Background Information for the Proponents' review; and
  - (c) provide Questions and Answers Documents for the Proponents' review.

The University may add, delete or amend documents on MERX at any time.

- (2) Each Proponent is solely responsible to ensure that it:
  - (a) notifies the Contact Person if the Proponent is having difficulty viewing the RFP Documents, Addenda, Background Information, Notices or any Questions and Answers Document on MERX;
  - (b) has the appropriate software which allows the Proponent to access and download RFP Documents, Notices, Addenda, Background Information and the Questions and Answers Documents from MERX; and
  - (c) checks MERX frequently for the addition, deletion or amendment of RFP Documents, Notices, Addenda, Background Information and any Questions and Answers Document and, at all times during the RFP Process, keeps itself informed of and takes into account the most current RFP Documents, Notices, Addenda, Background Information and Questions and Answers Documents.

## **2.5 Proponent Investigations**

(1) Each Proponent is solely responsible, at its own cost and expense, to carry out its own independent research and due diligence and to perform any other investigations, including seeking independent advice, considered necessary by the Proponent to satisfy itself as to all existing conditions affecting the Goods and/or Services or the Draft Agreement. The Proponents' obligations set out in this RFP Section 2.5 apply irrespective of any Background Information on MERX or information contained in the RFP Documents or in any Questions and Answers Documents. The Proponents' obligation to carry out independent research, investigations, due diligence or to seek independent advice or, if applicable, their ability to rely on information provided by the University is more particularly set out in the Draft Agreement.

(2) Except as may be expressly provided in the Draft Agreement, the University does not represent or warrant the accuracy or completeness of any information that is set out in the RFP Documents or that is made available to Proponents on MERX as Background Information or of any other background or reference information or documents prepared by the University or by third parties and which may be made available to Proponents by or through the University. Proponents will make such independent assessments as they consider necessary to verify and confirm the accuracy and completeness of all such information as any use of or reliance by Proponents on any and all such information will be at the Proponents' sole risk and without recourse against the University.

## SECTION 3 - THE RFP PROCESS

### 3.1 RFP Process Timetable

(1) The deadline for the submission of Proposals (the “**Submission Deadline**”) and the general timetable for the RFP Process (the “**Timetable**”) are set out in the RFP Data Sheet.

(2) The University may, without liability, cost or penalty and in its sole discretion amend the Timetable,

- (a) for matters that are to take place on or before the Submission Deadline, at any time prior to the Submission Deadline; and
- (b) for matters that are to take place after the Submission Deadline, at any time during the RFP Process.

(3) If the University extends the Submission Deadline, all requirements applicable to Proponents will thereafter be subject to the extended deadline.

(4) In the event of any conflict, inconsistency or ambiguity between the deadlines set out in the Timetable and any deadline set out or displayed on Bonfire or MERX, the deadlines set out in the Timetable will govern.

### 3.2 Questions and Requests for Clarifications or Information

(1) In addition to the requirement set out in RFP Section 1.3, the following rules will apply to Proponents when submitting questions or requests for clarifications or information (“**Questions**”) to the University during the RFP Process:

- (a) Proponents are required to submit all Questions to the Contact Person electronically by e-mail and in accordance with the deadlines set out in the Timetable. Proponents are required to clearly identify in each Question,
  - (i) whether or not the Proponent considers the Question to be a “General Question” or a “Commercially Confidential Question”;
  - (ii) the RFP Number, as set out in the RFP Data Sheet; and
  - (iii) if the Proponent is referencing a document and section of the RFP Documents in the Question, the document and section that the Proponent is referencing.
- (b) Proponents are permitted to submit Questions categorized as follows:
  - (i) Questions that are of general application and that would apply to other Proponents (“**General Questions**”); and
  - (ii) Questions that the Proponent considers to be commercially sensitive or confidential to that particular Proponent (“**Commercially Confidential Questions**”);
- (c) If the University disagrees with the Proponent’s categorization of a Question as a Commercially Confidential Question, the University will give the Proponent an opportunity to either categorize the Question as a General Question or to withdraw the Question;
- (d) If the University determines, in its sole discretion, that a Commercially Confidential Question, even if it is withdrawn by a Proponent, is of general

application or would provide a significant clarification of the RFP Documents or RFP Process to Proponents, the University may provide a clarification to Proponents in a Questions and Answers Document that deals with the same subject matter as the withdrawn Commercially Confidential Question; and

- (e) If the University agrees with the Proponent's categorization of a Commercially Confidential Question, then the University will provide a response to that Question to only the Proponent that submitted the Question.

(2) The University will respond to General Questions by posting a **"Questions and Answers Document"** or a series of **"Questions and Answers Documents"** to MERX in accordance with the schedule set out in the Timetable. The University may, in its sole discretion, distribute responses to Questions of a minor or administrative nature to only the Proponent who submitted the minor or administrative Question.

(3) The Questions and Answers Documents prepared and posted or circulated by the University are not RFP Documents and do not amend the RFP Documents. If, in the University's sole discretion, responses to Questions require an amendment to the RFP Documents, such amendment will be prepared and circulated by Addendum in accordance with RFP Section 3.4. Only a response to a Question that has been incorporated into or issued as an Addendum will modify or amend the RFP Documents and, otherwise, the Questions and Answers Documents will have no force or effect whatsoever and will not be relied upon by any Proponent.

(4) It is the Proponent's obligation to seek clarification from the University of any matter it considers to be unclear in accordance with this RFP Section 3.2. The University is not responsible in any way whatsoever for any misunderstanding by the Proponent of the RFP Documents, Background Information, the Questions and Answers Documents, any documents placed on MERX or any other type of information provided by or communication made by the University or any third party.

### 3.3 Notices

(1) The University may, in its sole discretion, issue Notices on MERX to Proponents for the purpose of communicating on issues of importance to the RFP Process. Such Notices are not RFP Documents and do not amend the RFP Documents.

### 3.4 Addenda/Changes to the RFP Documents

(1) The University may, in its sole discretion, amend or supplement the RFP Documents prior to the Submission Deadline. The University will issue changes to the RFP Documents by Addenda only by placing them on MERX. No other statement, whether spoken or written, made by the University or the University's Advisors, including, for clarity, the Contact Person, or any other person, will amend the RFP Documents. The approximate final date that the University will issue an Addendum is set out in the Timetable, however, the University may issue Addenda at any time.

(2) The Proponent is solely responsible to ensure that it has received all Addenda issued by the University. Proponents may, in writing, seek confirmation of the number of Addenda issued pursuant to the RFP Documents from the Contact Person.

### 3.5 General Proponents Meeting(s)

(1) The University may, in its sole discretion, convene general Proponents meetings (each, a **"Proponents Meeting"**). Whether or not the University intends to convene Proponents Meeting(s) is set out in the RFP Data Sheet. If the University does convene Proponents Meeting(s), the approximate date(s) of the Proponents Meeting(s) are set out in the Timetable. While attendance at a Proponents Meeting is not mandatory, Proponents are strongly encouraged to attend. A Proponent's failure to attend a Proponents Meeting is at the Proponent's sole risk and responsibility. A Proponent will not be permitted to attend a Proponents Meeting unless it has complied with RFP Section 3.12.

(2) Unless otherwise set out in the RFP Data Sheet, the University will communicate locations and particulars with respect to Proponents Meetings in advance by Notice. The University reserves the right, in its sole discretion, to limit the number of Proponent attendees that may attend any Proponents Meeting. The University will notify the Proponents in advance in the event any such limitation is to be imposed.

(3) Proponents may ask questions and seek clarifications at a Proponents Meeting. Notwithstanding that the University may give spoken answers at a Proponents Meeting, those answers will not be considered final unless issued in writing. Therefore, Proponents are strongly encouraged to submit these questions in accordance with RFP Section 3.2 for response in accordance with RFP Section 3.2.

(4) No statement, consent, waiver, acceptance, approval or anything else said or done in any Proponents Meeting by the University or its Advisors will amend or waive any provision of the RFP Documents, or be binding on the University or be relied upon in any way by Proponents or their Advisors, except when and only to the extent expressly confirmed in an Addendum to the RFP Documents issued in accordance with RFP Section 3.4.

### **3.6 Prohibited Contacts**

(1) Proponents and their respective Advisors, employees and representatives are prohibited from engaging in any form of political or other lobbying, of any kind whatsoever, to influence the outcome of the RFP Process.

(2) Without limiting the generality of RFP Section 3.6(1), neither Proponents nor any of their respective Advisors, employees or representatives will contact or attempt to contact, either directly or indirectly, at any time during the RFP Process, any of the following persons or organizations on matters related to the RFP Process, the RFP Documents, or their Proposals:

- (a) any member of the Evaluation Team;
- (b) any Advisor to the University or the Evaluation Team;
- (c) any employee or representative of,
  - (i) the University; or
  - (ii) any other person or entity listed in the RFP Data Sheet; or
- (d) any directors, officers, employees, agents, representatives or consultants of any entity listed in RFP Sections 3.6(2)(a) to 3.6(2)(c), including any member of the Governing Council of the University of Toronto.

(3) If a Proponent or any of its respective Advisors, employees or representatives, in the opinion of the University, contravenes RFP Section 3.6(1) or RFP Section 3.6(2), the University may, in its sole discretion,

- (a) take any action in accordance with RFP Section 7.2; or
- (b) impose conditions on the Proponent's continued participation in the RFP Process that the University considers, in its sole discretion, to be appropriate.

For clarity, the University is not obliged to take the actions set out in this RFP Section 3.6(3).

- (4) The Proponent and its respective Advisors will,
  - (a) no later than the date set out in the Timetable, disclose all information in respect of Goods and/or Services which the Proponent or its respective Advisors have

generated or have available to them as a result of work carried out by the Proponent or its respective Advisors, for the University in respect of, or in anticipation of the Goods and/or Services; and

- (b) at the request of the University, provide a director's or officer's certificate confirming that the requirements of RFP Section 3.6(4)(a) have been complied with by the Proponent.

For clarity, the University may, in its sole discretion, circulate the information provided pursuant to RFP Section 3.6(4)(a) to other Proponents and their respective Advisors. If any Proponent becomes aware of relevant information of the type set out in RFP Section 3.6(4)(a) that has not been made available to all Proponents, that Proponent will disclose such information promptly to the Contact Person.

### **3.7 Ineligible Persons**

(1) As a result of their involvement with respect to the Goods and/or Services, the persons named as "**Ineligible Persons**" in the RFP Data Sheet, (collectively, "**Ineligible Persons**") and their respective Advisors engaged in respect of the Goods and/or Services and, subject to RFP Section 3.7(2), any person controlled by, that controls or that is under common control with the Ineligible Persons (each an "**Ineligible Person's Affiliate**") are not eligible to participate as a Proponent or Advisor to the Proponent. The University may amend the Ineligible Persons list in the RFP Data Sheet from time to time during the RFP Process.

(2) An Ineligible Person's Affiliate may be eligible to participate as a Proponent or Advisor to a Proponent only after it has obtained written consent from the University permitting it to participate as a Proponent or Advisor to the Proponent. The University will, in its sole discretion, make a determination as to whether the University considers there to be a perceived, potential or actual Conflict of Interest (as defined in RFP Section 1.5(1)) and whether the impact of such perceived, potential or actual Conflict of Interest can be appropriately managed, mitigated or minimized.

### **3.8 Media Releases, Public Disclosures and Public Announcements**

(1) Proponents are prohibited from, and will ensure that their Advisors are prohibited from issuing or disseminating any media release, public announcement or public disclosure (whether for publication in the press, on the radio, television, internet or any other medium) that relates to the RFP Process, the RFP Documents or the Goods and/or Services or any matters related thereto, without the prior written consent of the University, which consent may be withheld in the University's sole discretion.

(2) Neither the Proponents nor any of their respective Advisors, will make any public comment, respond to questions in a public forum, or carry out any activities to either criticize another Proponent or Proposal or to publicly promote or advertise their own qualifications, interest in or participation in the RFP Process without the University's prior written consent, which consent may be withheld in the University's sole discretion.

(3) For the purpose of greater clarity, RFP Section 3.8(2) does not prohibit disclosures necessary to permit the Proponent to discuss the Goods and/or Services with prospective subcontractors but such disclosure is permitted only to the extent necessary to solicit those subcontractors' participation with respect to the Goods and/or Services.

### **3.9 Restrictions on Communications between Proponents – No Collusion**

(1) Neither a Proponent nor its respective Advisors or representatives will discuss or communicate, directly or indirectly, with any other Proponent (or such Proponent's Advisors or representatives), any information whatsoever regarding the preparation of its own Proposal or the Proposal of any other Proponent in a fashion that would contravene Governing Law. Proponents are required to prepare and submit Proposals independently and without any connection, knowledge, comparison of information or arrangement, direct or indirect, with any other Proponent.

### 3.10 Disclosure of Proposal Information

(1) Proponents are advised that the University may be required to disclose the RFP Documents and a part or parts of any Proposal pursuant to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended from time to time ("**FIPPA**") or in order to comply with the University's policies or other Governing Law.

(2) Subject to the provisions of FIPPA, the University will use reasonable commercial efforts to safeguard the confidentiality of any information identified by the Proponent as confidential but will not be liable in any way whatsoever to any Proponent if such information is disclosed based on an order or decision of the Information and Privacy Commissioner, or otherwise as required under Governing Law. Proponents are strongly advised to consult their own legal Advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their Proposals.

(3) Notwithstanding RFP Section 3.10(2), the University may disclose the name and address of the Successful Proponent and any pricing information provided by that Proponent in their Proposal.

### 3.11 Confidential Information

(1) For the purpose of this RFP Process, "**Confidential Information**" means all material, data, information or any item in any form, whether spoken or written, including in electronic or hard-copy format, supplied by, obtained from or otherwise provided by the University or the University's Advisors, in connection with the RFP Process, the RFP Documents or the Goods and/or Services, whether supplied, obtained from or provided before or after the RFP Process.

(2) The Proponent agrees that all Confidential Information:

- (a) will remain the sole property of the University and the Proponent will treat it as confidential;
- (b) will not be used by the Proponent for any purpose other than developing and submitting a Proposal in response to this RFP Process or the performance of any subsequent agreement relating to the Goods and/or Services with the University;
- (c) will not be disclosed by the Proponent to any person who is not involved in the Proponent's preparation of its Proposal, or the performance of any subsequent agreement relating to the Goods and/or Services with the University, without prior written consent of the University, in its sole discretion;
- (d) will not be used in any way detrimental to the University; and
- (e) if requested by the University, all Confidential Information will be destroyed by the Proponents no later than 10 Business Days after that request.

(3) Each Proponent will be responsible for any breach of the provisions of this RFP Section 3.11 by any person to whom it discloses the Confidential Information including, for clarity, the Proponent's Advisors. Each Proponent will indemnify the University and each of its Advisors and related entities and each of their respective directors, officers, consultants, employees, agents and representatives and save each of them fully harmless from and against any and all loss, cost, damage, expense, fine, suit, claim, penalty, demand, action, obligation and liability of any kind or nature (including, without limitation, professional fees on a full indemnity basis) suffered or incurred by any of them arising as a result of or in connection with any breach of any of the provisions of this RFP Section 3.11 by the Proponent or by any person to whom the Proponent has disclosed the Confidential Information. Each Proponent agrees that the University acts as trustee for each of its Advisors and related entities and each of their respective directors, officers, consultants, employees, agents and representatives with respect to all rights contemplated hereunder arising in favour of an Advisor, a related entity or any of their respective directors, officers, consultants, employees, agents or representatives and that the University has agreed

to accept such trust and hold and enforce such rights on behalf of each such Advisor or related entity and each of their respective directors, officers, consultants, employees, agents and representatives.

(4) Each Proponent acknowledges and agrees that a breach of the provisions of this RFP Section 3.11 would cause the University, its Advisors, and its related entities to suffer loss that could not be adequately compensated by damages, and that the University and its Advisors and related entities may, in addition to any other remedy or relief, enforce any of the provisions of this RFP Section 3.11 upon application to a court of competent jurisdiction without proof of actual damage to the University, its Advisors, or its related entities.

(5) Notwithstanding anything else to the contrary in the RFP Documents, the provisions of this RFP Section 3.11 will survive any cancellation of this RFP Process and the conclusion of the RFP Process and, for greater clarity, will be legally binding on all Proponents, whether or not a Proponent submits a Proposal.

(6) The confidentiality obligations of the Proponent will not apply to any information which falls within the following exceptions:

- (a) information that is lawfully in the public domain at the time of first disclosure to the Proponent, or which, after disclosure to the Proponent, becomes part of the public domain other than by a breach of the Proponent's confidentiality obligations or by any act or fault of the Proponent;
- (b) information which was in the Proponent's possession prior to its disclosure to the Proponent by the University, and provided that it was not acquired by the Proponent under an obligation of confidence; or
- (c) information which was lawfully obtained by the Proponent from a third party without restriction of disclosure, provided such third party was at the time of disclosure under no obligation of secrecy with respect to such information.

### **3.12 Confidentiality Agreements**

(1) No later than five Business Days after a request by the University, the Proponent will cause each of its representatives and Advisors who are in receipt of Confidential Information, to execute and deliver to the University a confidentiality agreement in a form prescribed by and with terms and conditions acceptable to the University, in its sole discretion. Proponents are advised that they will not be provided with Background Information or any Questions and Answers Documents, and that they will not be permitted to attend Proponents Meetings, unless and until they comply with this RFP Section 3.12(1).

### **3.13 Copyright and Use of Information in Proposals**

(1) The University's rights, as set out in this RFP Section 3.13, to the Proposal and all Proposal Information submitted by the Proponent during the RFP Process will be granted to the University as follows upon submission of the Proposal.

(2) Proponents will not use or incorporate into their Proposals any concepts, products or processes which are subject to copyright, patents, trademarks or other intellectual property rights of third parties unless Proponents have, or will procure through licensing without cost to the University, the right to use and employ such concepts, products and processes in and for the Goods and/or Services.

(3) All requirements, designs, documents, plans and information supplied by the University to the Proponents in connection with this RFP Process are and will remain the property of the University. Upon request of the University, all such designs, documents, plans and information (and any copies thereof in any format or medium created by or on behalf of the Proponent) must be destroyed.

(4) The Proponent will grant to the University a non-exclusive, perpetual, irrevocable, world-wide, fully paid and royalty free licence (fully assignable without the consent of the Proponent and with

the right to sub-licence without the consent of the Proponent) to use the Proposal Information for the purposes of evaluation of Proposals and the negotiation and execution of any Final Agreement (the **"Proposal Information Licence"**). Under no circumstances will the Proponent, except the counterparty to the University in the Final Agreement in relation to the Goods and/or Services, be liable to the University or to any other person or entity for any damages, losses, costs, expenses, claims or actions whatsoever arising directly or indirectly from the use of the Proposal Information pursuant to the Proposal Information Licence.

(5) For the purposes of this RFP Section 3.13, **"Proposal Information"** includes all information contained in a Proposal or which is disclosed by or through a Proponent to the University during the evaluation of Proposals or during the process of executing any Final Agreement and any and all ideas, concepts, products, alternatives, processes, recommendations and suggestions developed by or through a Proponent and revealed to or discovered by the University, including any and all those which may be connected in any way to the preparation, submission, review or negotiation of any Proposal or the Draft Agreement.

(6) Proponents will ensure that all intellectual property rights associated with any and all of the Proposal Information (including copyright and moral rights but excluding patent rights) provide for and give the University the rights set out in this RFP Section 3.13. It is expressly understood and agreed that any actual or purported restriction in the future on the ability of the University to use any of the Proposal Information as contemplated in this RFP Section 3.13, or anything else obtained by or through Proponents, will be unenforceable as against the University and each of their respective Advisors, and that the provisions of this RFP Section 3.13 will take precedence and govern.

### **3.14 Governing Law and Attornment**

(1) The RFP Documents and any Final Agreement will be governed and construed in accordance with Governing Law.

(2) The Proponent agrees that,

- (a) any action or proceeding relating to this RFP Process will be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose each Proponent and the University irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court;
- (b) it irrevocably waives any right to and will not oppose any Ontario action or proceeding relating to this RFP Process on any jurisdictional basis, including *forum non conveniens*; and
- (c) it will not oppose the enforcement against it, in any other jurisdiction, of any judgment or order duly obtained from an Ontario court as contemplated by this RFP Section 3.14(2).

### **3.15 Licences and Permits**

(1) If a Proponent is required by the Governing Law to hold or obtain a licence, permit, consent or authorization to carry on an activity contemplated in its Proposal, neither acceptance of the Proposal nor execution of the Final Agreement will be considered to be approved by the University to carry on such activity without the requisite licence, permit, consent or authorization.

### **3.16 Entities Permitted to Submit Proposals**

(1) If a prequalification process has preceded the RFP Process, subject to RFP Section 3.20, only the Prequalified Parties are eligible to participate in the RFP Process. The prequalification documents submitted by each Prequalified Party in the prequalification process that preceded the RFP Process are referred to as a Prequalified Party's **"Prequalification Submission"**.

(2) If a prequalification process has not preceded the RFP Process, a Proposal may be submitted by:

- (a) a single person or entity as the Proponent;
- (b) a collection of entities or individuals as the Proponent (a “**Joint Venture Proponent**” and each entity or individual being a “**Joint Venture Participant**”); or
- (c) a prime contractor and subcontractors.

(3) Each Joint Venture Proponent will submit, as part of its Proposal, a written commitment, in the form of a letter duly executed by a responsible officer of each Joint Venture Participant that,

- (a) confirms each Joint Venture Participant's commitment to the joint venture and acceptance of the joint venture arrangements described in the Proposal in accordance with this RFP Section 3.16;
- (b) confirms each Joint Venture Participant's willingness to provide a joint and several guarantee to the University to underwrite the performance of the joint venture in respect of the Final Agreement; and
- (c) identifies which Joint Venture Participant,
  - (i) will assume the leading role on behalf of the other Joint Venture Participants; and
  - (ii) will have the authority to bind or commit all Joint Venture Participants (the “**Participant in Charge**”).

(4) Each Joint Venture Participant will demonstrate its authorization of the Participant in Charge by submitting a power of attorney signed by legally authorized signatories.

(5) If a Final Agreement is executed between the University and a Joint Venture Proponent, the parent companies of the entities forming the Joint Venture Proponent will jointly and severally guarantee the obligations of the Joint Venture Proponent under the Final Agreement. The University may, in its sole discretion, also require parent companies of the entities forming the Joint Venture Proponent to be parties to the Final Agreement.

(6) Where a Proposal is submitted by a prime contractor and subcontractors, the prime contractor shall submit a Proposal on its own behalf and on behalf of its subcontractors and the prime contractor shall be responsible for ensuring its subcontractors perform their obligations under the Final Agreement.

### **3.17 Proponents' Costs**

(1) The Proponent will bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP Process, including, without limitation, all costs and expenses related to the Proponent's involvement in,

- (a) the preparation, presentation and submission of its Proposal;
- (b) due diligence and information gathering processes;
- (c) attendance at any Proponents Meeting, interviews, site visits, demonstrations, presentations or any other meeting with the University;

- (d) preparation of responses to questions or requests for clarification from the University;
- (e) scheduled visits or additional visits;
- (f) preparation of the Proponents' Questions during the RFP Process;
- (g) review of the University's Questions and Answers Documents, Background Information, Addenda and Notices;
- (h) preparation of samples, proof of concept and/or demonstrations; and
- (i) any discussions or negotiations with the University regarding the Draft Agreement.

(2) In no event will the University be liable to pay any costs or expenses or to reimburse or compensate a Proponent under any circumstances, regardless of the conduct or outcome of the RFP Process.

### **3.18 Delay and Costs of Delay**

(1) The Proponent will not hold the University liable for any error or omission in any part of the RFP Documents or Background Information or for any delay, or costs associated with delays, in the RFP Process.

### **3.19 Clarification, Verification and Supplementing of Proponent's Proposal**

- (1) The University may, in its sole discretion,
  - (a) require the Proponent to verify or clarify the contents of its Proposal or any statement made by the Proponent;
  - (b) require the Proponent to submit supplementary documentation clarifying or verifying any matters contained in its Proposal;
  - (c) seek a Proponent's acknowledgement of a University interpretation of the Proponent's Proposal; and
  - (d) allow the Proponent to supplement its Proposal or amend its Proposal with respect to minor clerical or administrative issues.
- (2) For clarity, a minor clerical or administrative issue is one that does not:
  - (a) impede, in any material way, the ability of the University to evaluate the Proposal; or
  - (b) constitute an attempt by the Proponent to revise the University's or the Proponent's rights or obligations under the RFP Documents or affects the University's ability to enforce the Proponent's obligations pursuant to the RFP Documents in a way not permitted by this RFP.

(3) The University is not obliged to seek clarification or verification of any aspect of a Proposal or any statement by a Proponent, including an ambiguity in a Proposal or in a statement made by a Proponent.

(4) Any written information received by the University from a Proponent pursuant to a request for clarification or verification from the University as part of the RFP Process may, in the University's discretion, be considered as an integral part of the Proposal.

(5) The University may, in its sole discretion, verify or clarify any statement or claim contained in any Proposal or made subsequently in any interview, site visit, demonstration, presentation, or discussion. That verification or clarification may be made by whatever means that the University deems appropriate and may include contacting the persons identified in the contact information provided by the Proponent and, in addition, contacting persons or entities other than those identified by any Proponent.

(6) In submitting a Proposal, the Proponent is deemed to consent to the University verifying or clarifying any information and requesting additional information from third parties regarding the Proponent and its respective directors, officers, shareholders or owners and any other person associated with the Proponent as the University may determine.

(7) The University may, in its sole discretion, convene a meeting with one, some or all Proponents for the purposes of clarifying or verifying the contents of a Proponent's Proposal. Any information received by the University from a Proponent during a clarification/verification meeting may, in the University's sole discretion, be considered as an integral part of the Proposal, even if such information should have been submitted as part of the Proponent's Proposal. Information received during a clarification/verification meeting may, in the University's sole discretion, be taken into account in the evaluation of the Proponent's Proposal.

### **3.20 Changes to Proponents**

(1) If a prequalification process has preceded the RFP Process, during the RFP Process, a Proponent will not permit a Prequalified Proponent Change to the Proponent or any Identified Proponent Party without the prior written consent of the University. For the purposes of this RFP Section 3.20(1), a change of control will exclude a change in ownership of any shares or units of ownership that are listed on a recognized stock exchange.

(2) If, prior to the Submission Deadline, there is a Prequalified Proponent Change, the Proponent will request the consent of the University by notifying the Contact Person in writing through e-mail as soon as possible and, in any event, no later than seven days prior to the Submission Deadline. That notification will clearly identify the Prequalified Proponent Change and provide details regarding the impact of the Prequalified Proponent Change on the Proponent or Identified Proponent Party, as applicable. In addition, if the Prequalified Proponent Change involves the proposed substitution of an Identified Proponent Party, the Proponent will include sufficient documentation to demonstrate that the proposed substitute would have met or exceeded any applicable criteria applied during the prequalification process that preceded the RFP Process.

(3) In response to a notification in accordance with RFP Section 3.20(2), the University may, in its sole discretion, provide the Proponent with instructions as to the type of information required by the University to consider the Prequalified Proponent Change as well as the deadlines for submission of information that the Proponent must meet in order to have its request considered by the University. The Proponent will provide any further documentation as may be reasonably requested by the University to assess the impact of the Prequalified Proponent Change on the Proponent and any Identified Proponent Party, including, in the case of a proposed substitution, the acceptability of the proposed substitute. If the University, in its sole discretion, considers the Prequalified Proponent Change to be acceptable, the University may consent to the Prequalified Proponent Change. The University consent to the Prequalified Proponent Change, however, may be subject to such terms and conditions as the University may require. In the case of a proposed substitution of an Identified Proponent Party, if a Prequalified Proponent Change is not acceptable to the University, the Proponent may propose an alternate substitute for review by the University in the same manner as the first proposed substitute. The University may, in its sole discretion, accept a Prequalified Proponent Change, subject to such terms and conditions as the University, in its sole discretion, may require, disallow any Prequalified Proponent Change and may disqualify a Proponent from further consideration in the RFP Process.

(4) In the case of a Prequalified Proponent Change made by the Proponent without consent by the University or a Prequalified Proponent Change after the Submission Deadline, the University may, in its sole discretion, disqualify the Proponent and terminate the Proponent's continued involvement in the

RFP Process or allow the Proponent to continue under such terms and conditions as the University, in its sole discretion, may require.

(5) Irrespective of whether a prequalification process has preceded the RFP Process, if, on or after the Submission Deadline and prior to execution of the Final Agreement, there is a Post-Submission Proponent Change, then the Proponent will promptly notify the University in writing to the Contact Person through e-mail. In response to a notification in accordance with this RFP Section 3.20(5), the University may, in its sole discretion, provide the Proponent with instructions as to the type of information required by the University to consider the Post-Submission Proponent Change as well as the deadlines for submission of information that the Proponent must meet in order to have its request considered by the University. The Proponent will provide any further documentation as may be reasonably requested by the University to assess the impact of the Post-Submission Proponent Change on the Proponent, including in the case of a proposed substitution of a Joint Venture Participant, the acceptability of the proposed substitute. In the case of a proposed substitution, if a Post-Submission Proponent Change is not acceptable to the University, the Proponent may propose an alternate substitute for review by the University in the same manner as the first proposed substitute. The University may, in its sole discretion, refuse to accept a Post-Submission Proponent Change that occurs or is requested by the Proponent after the Submission Deadline and may, in its sole discretion, disqualify the Proponent from continuing in the RFP Process.

(6) If, at any time prior to the execution of the Final Agreement, and notwithstanding any other provision in the RFP Documents, there is a change of Control of a Proponent (the "**Acquiree**") by one of the other Proponents (the "**Acquirer**"):

- (a) the Acquiree will be immediately disqualified from further participation in this RFP Process; and
- (b) the University may, in its sole discretion, allow the Acquirer to continue in the RFP Process, however, the University's consent to continue may be subject to such terms and conditions as the University may require.

### **3.21 Insurance and Workplace Safety during the RFP Process**

(1) If, during the RFP Process, a Proponent attends a site visit or meeting contemplated in the RFP Documents, such Proponent represents and warrants that it has obtained and maintained sufficient insurance and has fulfilled any requirements with respect to workplace safety as required by Governing Law in order to attend such site visits and/or meetings.

## **SECTION 4 - PROPOSAL CONTENT AND FORMAT**

### **4.1 Format and Content of Proposal**

(1) Proponents should prepare their Proposals in accordance with and in the content and format requirements set out as follows:

- (a) a completed Proposal Submission Form (prepared in accordance with the requirements set out in Schedule B to the RFP);
- (b) an updated, completed and executed Conflict of Interest Declaration (prepared in accordance with the requirements set out in Schedule C to the RFP);
- (c) a completed Reference Form, if applicable;
- (d) a technical submission (prepared in accordance with the requirements set out in Schedule D Part 1 to the RFP) (the "**Technical Submission**"); and
- (e) a financial submission (prepared in accordance with the requirements set out in Schedule D Part 2 to the RFP) (the "**Financial Submission**").

- (2) Unless otherwise specified in the RFP Data Sheet,
  - (a) Proponents are asked not to submit pre-printed literature with their Proposals, other than any financial statements that may be explicitly requested by the University in the RFP Documents; and
  - (b) any pre-printed literature submitted (other than any financial statements that may be explicitly requested by the University in the RFP Documents) will not be reviewed by the Evaluation Team.
- (3) Each Proponent should,
  - (a) examine all instructions, terms and conditions, forms and information in the RFP Documents and the Questions and Answers Documents; and
  - (b) in a clear, concise and legible manner, complete and submit all documentation and information required by the RFP Documents.
- (4) If applicable, the maximum length of the Proposal is set out in the RFP Data Sheet. The University may, in its sole discretion, not evaluate any pages of a Proposal in excess of the page limit set out in the RFP Data Sheet, which may adversely affect the scoring of the Proposal by the Evaluation Team.
- (5) Proponents are cautioned to review the provisions of the Draft Agreement with respect to pricing and compensation and will take all provisions into account when completing the Price Form.
- (6) The entire content of a Proponent's Proposal is to be submitted in fixed form, and the content of websites or other external documents referred to in the Proponent's submission will not be considered to form part of its Proposal unless the University specifies otherwise in Schedule D – Submission Requirements and Evaluation Criteria.

#### **4.2 Proposal Submission Form**

- (1) Each Proponent will complete and execute the Proposal Submission Form attached as Schedule B of this RFP.
- (2) Each Proponent will complete and submit any additional forms attached as Appendices to Schedule B – Proposal Submission Form.
- (3) Proponents are required to execute the Proposal Submission Form as follows:
  - (a) in the case of an individual, the individual will sign the Proposal Submission Form and have the signature witnessed;
  - (b) in the case of a sole proprietorship, the sole proprietor will sign the Proposal Submission Form and have the signature witnessed;
  - (c) in the case of a company or corporation, an authorized signing officer will sign the Proposal Submission Form;
  - (d) in the case of a partnership, a partner or partners authorized to bind the partnership will sign the Proposal Submission Form and have their signatures witnessed; and
  - (e) in the case of a joint venture, each Joint Venture Participant in the Joint Venture Proponent will sign the Proposal Submission Form in accordance with the requirements of RFP Section 4.2(3)(a), 4.2(3)(b) or 4.2(3)(c), as applicable.

#### **4.3 References and Past Performance Issues**

(1) If specified in the RFP Data Sheet, Proponents will provide reference information using the form attached as Schedule E to the RFP (the “**Reference Form**”). Unless otherwise set out in the RFP Data Sheet, all references are to be with respect to goods and/or services that are similar to the Goods and/or Services and that were provided to similar institutions to the University of Toronto in accordance with the instructions set out in the RFP Data Sheet. Unless otherwise set out in the RFP Data Sheet, the Proponent is asked to provide a minimum of three references in a form to be specified by the University.

(2) The University may, in its sole discretion, confirm the Proponent’s experience and ability to provide the Goods and/or Services by contacting the Proponent’s references. However, the University is under no obligation to contact references submitted by any Proponent and may determine, in its sole discretion, how and whether the responses of references will be taken into account in the evaluation process.

(3) If the University has reliable information with respect to a Proponent’s poor performance in providing goods and/or services, including to the University of Toronto, the University may take such past poor performance into account in its evaluation of the Proponent and the Proponent’s Proposal.

### **SECTION 5 - PROPOSAL SUBMISSION, WITHDRAWAL, MODIFICATION**

#### **5.1 Submission of Proposals and Late Proposals**

(1) Each Proponent is required to submit its Proposal on Bonfire at the link that is set out in the RFP Data Sheet before the Submission Deadline and in accordance with the requirements set out in this RFP Section 5.1.

(2) For the purpose of this RFP Process, the determination of whether a Proposal is submitted on or before the Submission Deadline will be based on the electronic time and date set out in the Bonfire portal without consideration as to the time and date it was sent by the Proponent.

(3) It is the sole responsibility of the Proponent to ensure that its Proposal is received by the University on or before the Submission Deadline. It is the sole responsibility of the Proponent when submitting a Proposal to ensure that it is submitted correctly and in accordance with Bonfire’s rules and requirements. For assistance with registration, login credentials, subscription information, fees and general use of Bonfire, Proponents are advised to contact Bonfire directly at [Support@GoBonfire.com](mailto:Support@GoBonfire.com). Proponents can also visit the Bonfire help forum at <https://Bonfirehub.zendesk.com/hc>.

(4) With respect to submission of Proposals, Proponents are advised as follows:

- (a) Only Proposals received from Proponents who have obtained the documents directly from MERX or from the University pursuant to RFP Section 2.3 will be considered for the purposes of this RFP Process.
- (b) The University will not accept responsibility for the delivery of any Proposal that is delivered other than by submitting in Bonfire, and will not accept, acknowledge, or return hard copy, facsimile or electronically emailed Proposals. For greater certainty, Proponents should not send the Contact Person an e-mail containing any Proposal or portion thereof.
- (c) Each Proponent is required to submit, electronically in Bonfire, an electronic copy of the complete Proposal on or before the Submission Deadline.
- (d) Each Proponent is required to submit its Proposal electronically in Bonfire in accordance with the requirements set out in Bonfire. Each Proponent should submit separately, in the file format specified in Bonfire, each of the following

portions of its Proposal in the dedicated section of Bonfire that is labeled to correspond with the applicable portion of the Proposal:

- (i) a completed Proposal Submission Form;
- (ii) a completed Conflict of Interest Declaration;
- (iii) a completed Reference Form;
- (iv) a completed Technical Submission; and
- (v) a completed Financial Submission.

Proponents are advised that only one file may be uploaded to each dedicated section of Bonfire unless otherwise specified in Bonfire. Proponents are cautioned that if a Proponent attempts to upload more than one file into the same dedicated section, the file that was originally uploaded to the section will be overwritten.

- (e) Proponents are advised that minimum system requirements for Bonfire include Internet Explorer 11+, Google Chrome, Microsoft Edge or Mozilla Firefox. Proponents are advised that Javascript must be enabled in order for Bonfire to function.
- (f) Proponents should allow sufficient time to submit and upload their Proposals. If a Proposal contains many large documents or if the Proponent is not running on high speed internet, the Proponent may require additional time in order to complete the submission and should budget time for submission of the Proposal accordingly. Proponents are cautioned that Bonfire will not allow the submission of a Proposal or portion of a Proposal if,
  - (i) the Submission Deadline passes prior to a Proponent commencing the upload or submission of the Proposal or portion of the Proposal; or
  - (ii) the Submission Deadline passes while a Proponent is in the process of uploading or submitting its Proposal or portion of a Proposal.

If a Proponent experiences an issue with submission of its Proposal, the Proponent is advised to contact Bonfire directly at the e-mail address set out in RFP Section 5.1(3). The University will be unable to assist with any Bonfire-related issues.

- (g) The largest individual file size that can be submitted by a Proponent through Bonfire is 1000 MB, although there is no limit to the number of files that can be submitted. If any individual file size is over 1000 MB, the Proponent is advised to divide its Proposal portions into multiple files in accordance with the following rules:
  - (i) the Proponent will maintain the separation between the Technical Submission and the Financial Submission, and will ensure that no individual file contains a portion of the Technical Submission and the Financial Submission;
  - (ii) the Proponent will clearly and legibly identify each file as a part of the Technical Submission or a part of the Financial Submission;
  - (iii) the Proponent will clearly and legibly label each file in a sequential manner such that the University is able to re-construct each of the

Technical Submission and the Financial Submission (for example, "Technical Submission, Part 1", "Technical Submission, Part 2"); and

- (iv) the Proponent will ensure that any division of the Proposal into multiple files is done in a logical manner such that clearly identifiable sections of the Proposal are contained in the same file or group of files.

- (h) Each Proponent should receive an email confirmation receipt with a unique confirmation number once it has submitted its Proposal.

(5) A Proposal that is not submitted in accordance with the requirements of this RFP Section 5.1 may be rejected by the University and the University will not be under any obligation to notify the Proponent that the Proposal was not submitted in accordance with the requirements of this RFP Section 5.1. A Proponent has not successfully submitted a Proposal if it has not successfully submitted a Technical Submission and a Financial Submission on or before the Submission Deadline.

## **5.2 Late Proposals**

(1) The University may, in its sole discretion, accept or reject Proposals that are submitted after the Submission Deadline.

## **5.3 Withdrawal of Proposals**

(1) A Proponent may withdraw its Proposal at any time during the RFP Process by un-submitting its entire Proposal on Bonfire prior to the Submission Deadline or by giving written notice that is signed by an authorized representative of the Proponent to the Contact Person after the Submission Deadline.

## **5.4 Amendment of Proposals**

(1) Proponents may amend their Proposals only by completing the process set out in RFP Section 5.4(2) in its entirety prior to the Submission Deadline. Any amended Proposal must be finalized and submitted prior to the Submission Deadline in order to be considered. The University will not evaluate any Proposals that were un-submitted by a Proponent in accordance with RFP Section 5.4(2). The last Proposal submitted by a Proponent will supersede all previously submitted Proposals by such Proponent.

(2) To amend a Proposal, a Proponent must log into Bonfire, select the appropriate project, scroll to the bottom of the page and click on the un-submit link. Once un-submitted, Proponents may make changes to the Proposal and re-upload the Proposal.

## **5.5 One Proposal per Person or Entity**

- (1) Except as set out in the RFP Data Sheet and with the University's prior written consent,
  - (a) a person or entity will submit or participate in only one Proposal; and
  - (b) no person or entity will be a subcontractor of a Proponent while submitting a Proposal individually or as part of a joint venture in the same RFP Process.

(2) Except as set out in the RFP Data Sheet, a person or entity may be a subcontractor of a Proponent in respect of more than one Proposal.

(3) If a person or entity submits or participates in more than one Proposal in contravention of RFP Section 5.5(1) the University may, in its sole discretion, disqualify any or all of the Proposals submitted by that person or entity or in which that person or entity is a participant.

## **5.6 Maintaining Prices and Proposal Commitments**

(1) Notwithstanding the absence of a bidding contract as set out in RFP Section 10.1 and notwithstanding the right of the Proponent to withdraw its Proposal in accordance with RFP Section 5.3, the University expects that any commitments made in all Proposals that remain in the RFP Process, including any prices contained in a Proposal, will be maintained by the Proponent for a period of six months after the Submission Deadline, unless otherwise specified in the RFP Data Sheet. If a Proponent fails to maintain its Proposal commitments or its prices for six months after the Submission Deadline, the University may, in its sole discretion and irrespective of the score or ranking of that Proponent, refuse to enter into negotiations, or may discontinue negotiations, with that Proponent.

## **5.7 Proposals to be Retained by University**

(1) The University will not return or delete any Proposals or accompanying documentation.

# **SECTION 6 - PROPOSAL EVALUATION**

## **6.1 Evaluation Team**

(1) The University will establish the Evaluation Team. The Evaluation Team may, in its sole discretion, delegate certain administrative functions related to the evaluation of Proposals to a separate team of individuals who are not members of the Evaluation Team, supervised by the Evaluation Team.

## **6.2 Evaluation of Proposals**

(1) The Proponents' Proposals will be reviewed and evaluated by the Evaluation Team on the basis of the evaluation criteria set out in the RFP Data Sheet and Schedule D to the RFP - Submission Requirements and Evaluation Criteria (the "**Evaluation Criteria**").

(2) The University may require that Proponents receive a pre-established minimum passing score before being eligible to be considered further in the RFP Process (including being eligible for interviews, demonstrations, site visits and presentations). If the University intends to require a minimum passing score in this RFP Process, the required minimum passing score and any related requirements are set out in the RFP Data Sheet and RFP Schedule D - Submission Requirements and Evaluation Criteria. Failure to achieve a minimum passing score may prevent a Proponent from being eligible to be considered further in the RFP Process.

(3) The Proponents acknowledge that Proposals submitted in response to this RFP Process may not be directly comparable to one another. As a result, notwithstanding the general evaluation criteria set out in the RFP Data Sheet, the University intends to exercise a broad range of discretion in evaluating and short-listing Proponents.

## **6.3 Optional Short-Listing**

(1) The Evaluation Team may, in its sole discretion, establish a short-list of Proponents (the "**Short-listed Proponents**") as set out in the RFP Data Sheet. If the University short-lists the Proponents, it will short-list the Proponents with the highest scores.

(2) The number of Proponents short-listed is in the sole discretion of the University.

## **6.4 Interviews, Site Visits, Demonstrations and Presentations**

(1) The University may, in its sole discretion, conduct interviews, demonstrations, site visits or presentations if set out in the RFP Data Sheet.

(2) The evaluation of any interviews, demonstrations, site visits or presentations will be conducted in accordance with the process set out in the RFP Data Sheet.

(3) The University may conduct interviews, demonstrations, site visits or presentations with some or all Proponents, or may restrict participation to only Short-listed Proponents.

## **6.5 Credit Information and Financial Information**

(1) Each Proponent authorizes the University to make credit enquiries about the Proponent and to receive and exchange credit information from credit reporting agencies or other persons with which the Proponent has or may expect to have financial dealings.

(2) If a Proponent is concerned with the confidentiality of any financial information that the Proponent provides to the University in accordance with the RFP Documents, the Proponent may request an arrangement with the University to provide such sensitive financial information on a confidential basis by contacting the Contact Person.

## **SECTION 7 - GENERAL EVALUATION AND DISQUALIFICATION PROVISIONS**

### **7.1 The University's Discretion**

- (1) The University will, in its sole discretion, determine,
  - (a) the membership of the Evaluation Team;
  - (b) if the University determines that it will conduct interviews, demonstrations, site visits and presentations, which Proponents and how many Proponents, based on the evaluation process, will be invited to participate;
  - (c) which Proponents and how many Proponents, based on the evaluation process, will be Short-listed Proponents;
  - (d) the evaluation results for each Proponent; and
  - (e) whether a Proposal or a Proponent,
    - (i) is disqualified; or
    - (ii) will cease to be considered in the evaluation process.

(2) If the RFP Process was preceded by a prequalification process, the University's discretion in determining ranking, short-listing and disqualification is not limited or restricted in any way by the fact that a prequalification process has preceded the RFP Process.

### **7.2 Disqualification**

- (1) The University may, in its sole discretion, disqualify a Proposal or cancel its decision to identify a Proponent as a Negotiations Proponent or a Successful Proponent, at any time prior to the execution of the Final Agreement by the University, if,
  - (a) the Proponent fails to cooperate in any attempt by the University to clarify or verify any information provided by the Proponent;
  - (b) the Proponent is not, in the University's sole discretion, financially creditworthy;
  - (c) the Proponent does not, in the University's sole discretion, satisfy the University's privacy and security requirements;
  - (d) the Proponent contravenes RFP Sections 3.6, 3.8 or 5.5(1);
  - (e) the Proponent fails to comply with the Governing Law;

- (f) the Proposal contains false or misleading information or the Proponent provides false or misleading information in its interview, site visit, demonstration or presentation (if an interview, site visit, demonstration or presentation is conducted);
- (g) the Proposal, in the sole discretion of the University, reveals a perceived, potential or actual Conflict of Interest that cannot be managed, mitigated or minimized;
- (h) a Prequalified Proponent Change has occurred which has not been accepted by the University in accordance with RFP Section 3.20(3);
- (i) a Post-Submission Proponent Change has occurred which has not been accepted by the University in accordance with RFP Section 3.20(5);
- (j) the Proponent is the Acquiree in a change of Control;
- (k) the Proponent fails to disclose any information (including in any declaration or form attached to the Proposal in connection with the RFP Documents) that would materially adversely affect the University's evaluation of the Proposal;
- (l) the University becomes aware of a perceived, potential or actual Conflict of Interest as described in RFP Section 1.5 and the Proponent,
  - (i) does not receive a waiver from the University in accordance with RFP Section 1.5(5)(c) or does not receive a consent in accordance with RFP Section 3.7(2), as applicable; or
  - (ii) fails to substitute the person or entity giving rise to the perceived, potential or actual Conflict of Interest in accordance with RFP Section 1.5(5)(b);
- (m) at any time prior to the Submission Deadline, the University became aware that the Proponent failed to disclose an actual Conflict of Interest in any past or current procurement issued by the University, unless the Proponent has demonstrated to the satisfaction of the University that the Proponent has implemented measures to prevent future false or omitted disclosure of actual Conflicts of Interest;
- (n) there is evidence that the Proponent or any of its respective employees, agents, consultants, contractors, Proponents or representatives directly or indirectly colluded with one or more other Proponents or any of their respective employees, agents, consultants, contractors, Proponent s or representatives in the preparation or submission of Proposals or otherwise contravened RFP Section 3.9;
- (o) the Proponent has breached any agreement with the University (whether or not the University exercises any right to terminate such agreement) or has breached the University of Toronto's Code of Ethics;
- (p) the Proponent has been convicted of an offence in connection with any services rendered to the University;
- (q) the Proponent has breached an agreement for goods and/or services similar to the Goods and/or Services that are the subject of the RFP Documents with an entity other than the University;

- (r) the Proponent was convicted of a criminal offence within the three years immediately prior to the Submission Deadline;
- (s) a Proponent is, at the time of issuance of the RFP Documents or any time during the RFP Process, engaged in ongoing litigation against the University;
- (t) there are any convictions related to inappropriate bidding practices or unethical behaviour by a Proponent or any of its Affiliates in relation to a public or broader public sector tender or procurement in any Canadian jurisdiction; or
- (u) a Proponent engages in any activity which, at the sole discretion of the University, is contrary to the public interest or is harmful to the integrity or reputation of the University.

## **SECTION 8 – NEGOTIATIONS PROPONENTS**

### **8.1 Negotiations Proponents**

(1) The University will determine the Proponents with whom it will negotiate in accordance with RFP Sections 6.1 to 6.5, and the University will determine the Successful Proponent or Successful Proponents in accordance with RFP Section 9.1.

(2) The University may, in its sole discretion, retain more than one Proponent to provide the Goods and/or Services.

(3) Notwithstanding anything else to the contrary in the RFP Documents, if the University, in its sole discretion, is of the opinion that a Proponent has submitted a price that is too low to be sustainable and to ensure the delivery of the Goods and/or Services in accordance with the Draft Agreement, the University may decline to select that Proponent to be a Negotiations Proponent.

## **SECTION 9 - DRAFT AGREEMENT NEGOTIATION, FINALIZATION AND DEBRIEFING AND SUCCESSFUL PROPONENT**

### **9.1 Negotiation and Finalization of the Draft Agreement**

(1) The University may, in its sole discretion, enter into negotiations with one or more Negotiations Proponent(s) for the purpose of finalizing the Draft Agreement. The University will notify the Negotiations Proponent(s) that it has been selected to enter into negotiations with the University.

(2) After notification pursuant to RFP Section 9.1(1) the University will make arrangements to commence negotiations. Both the University and the Negotiations Proponent may withdraw from negotiations at any time. The Draft Agreement will be the basis for negotiations and ultimately, subject to negotiations, the Final Agreement between a Successful Proponent and the University. The Schedules to the Final Agreement will be revised based on the Successful Proponent's Proposal and any negotiations. Any Proponent that is selected to enter into negotiations with the University should be prepared to,

- (a) provide any requested information to the University in a timely fashion and to conduct its negotiations with the University efficiently and expeditiously; and
- (b) conclude negotiations with the University within the period of time, if any, set out in the notification described in RFP Section 9.1(1).

(3) Subject to RFP Section 10.1, the University will determine whether to enter into Final Agreements with one or more Successful Proponents based on the best overall value, capabilities and availability of the Successful Proponents.

(4) Notwithstanding any other provision contained in the RFP Documents or a Proponent's Proposal, selection of a Proposal does not oblige the University to select a Successful Proponent or enter

into an agreement with any Negotiations Proponent. The purpose of the RFP Process is solely to choose a negotiation partner or negotiation partners. The selection of a Negotiations Proponent will simply initiate the process of negotiations which may lead to the Final Agreement with the University to provide the Goods and/or Services if the University and the Negotiations Proponent can successfully negotiate a Final Agreement.

(5) The Negotiations Proponent acknowledges and agrees that the entering into an agreement by the University is conditional on and subject to the University obtaining any necessary authorizations and approvals required in connection with the Goods and/or Services, including, for certainty, any required funding approval(s) and the approval of any relevant government authority.

## **9.2 Notification If Successful Or Not**

(1) The University will post a Notice that sets out the Successful Proponent(s) on MERX. Proponents acknowledge that this notification may disclose the pricing information submitted by the Successful Proponent(s).

## **9.3 Debriefing**

(1) Unsuccessful Proponents may request a debriefing after the posting of the Notice pursuant to RFP Section 9.2(1) by e-mail to the Contact Person. All Proponent requests should be in writing to the Contact Person no later than 60 calendar days following the posting of such notification. The University will determine the format, timing and contents of the debriefing session. Generally, debriefings shall include a discussion regarding the unsuccessful Proponent's Proposal, why it was unsuccessful, and the relative advantages of the Successful Proponent's Proposal. The debriefing is not for the purpose of challenging the procurement process.

## **9.4 Dispute Resolution**

(1) With respect to any disputes that may arise in connection with this RFP Process, Proponents are referred to the bid dispute resolution standard operating procedure set out on the University's website.

# **SECTION 10 - LEGAL MATTERS AND RIGHTS OF THE UNIVERSITY**

## **10.1 RFP Not a "Bidding Contract" or a Tender**

(1) Notwithstanding any other provision of the RFP Documents, the RFP Documents are not a tender and are not an offer to enter into either a bidding contract (often referred to as "**Contract A**") or a contract to provide the Goods and/or Services (often referred to as "**Contract B**"). Except as provided in RFP Sections 3.11 and 10.2, neither the RFP Documents nor the submission of a Proposal by a Proponent will create any legal or contractual rights or obligations whatsoever on any of the Proponent or the University. Except as provided in RFP Sections 3.11 and 10.2, no legal relationship or obligation of any kind whatsoever will be created between the Proponent and the University until the successful negotiation and execution of a written Final Agreement.

(2) Without limiting the generality of RFP Section 10.1(1) the following principles apply to this RFP Process:

- (a) the University may, in its sole discretion, change or discontinue this RFP Process at any time whatsoever;
- (b) the University may, in its sole discretion, decline to evaluate any Proposal that, in its sole discretion, is incomplete, obscure or does not contain sufficient information to carry out a reasonable evaluation;

- (c) the University may, in its sole discretion, enter into negotiations with any Proponent, person or persons with respect to the Goods and/or Services that are the subject of the RFP Documents;
- (d) while a Proponent may be evaluated more favourably if its Proposal is in the format set out in Schedule D to the RFP - Submission Requirements and Evaluation Criteria and meets the requirements of the RFP Documents, a Proponent is not obligated (but is strongly encouraged) to comply with Schedule D to the RFP - Submission Requirements and Evaluation Criteria in order to have its Proposal evaluated by the University. For clarity, this principle applies whether or not the expressions “must” or “will” are used to describe what is required of the Proponents;
- (e) there are no mandatory requirements for a Proponent or a Proposal in this RFP Process;
- (f) in connection with negotiations contemplated in the RFP Documents, the University may, in its sole discretion, request any supplementary information whatsoever from a Proponent after the Submission Deadline, including information that the Proponent could or should have submitted prior to the Submission Deadline (provided however, that the University is not obliged in any way whatsoever to request supplementary information from a Proponent);
- (g) while any pricing information provided is subject to the non-binding nature of this RFP Process, such information will be assessed during the evaluation of Proposals and accordingly, misleading or incomplete information, including withdrawn or altered pricing during contract negotiations, could adversely impact any such evaluation or negotiations and result in the cessation of negotiations with that Proponent; and
- (h) the University may, in its sole discretion and at any time during the RFP Process,
  - (i) reject any or all of the Proposals;
  - (ii) accept any Proposal, including a Proposal that is not submitted in accordance with the requirements set out in RFP Section 5.1;
  - (iii) if only one Proposal is received, either elect to accept or reject it or to enter into negotiations with the applicable Proponent;
  - (iv) elect not to proceed with the RFP Process;
  - (v) alter the Timetable;
  - (vi) waive any threshold or minimum passing score;
  - (vii) change the RFP Process or any other aspect of the RFP Documents; and
  - (viii) cancel this RFP Process and subsequently conduct another competitive process for the Goods and/or Services that are the subject matter of the RFP Documents or subsequently enter into negotiations with any person or persons with respect to the Goods and/or Services that are the subject matter of the RFP Documents.

(3) For clarity, RFP Section 10.1(1) is not intended to limit the rights of the University or the Proponents to conduct themselves in accordance with the common law governing direct commercial negotiations in effect in accordance with the Governing Law.

## 10.2 Limit on Liability

(1) Notwithstanding that in accordance with RFP Section 10.1(1) the RFP Documents are not a tender and are not intended to create “Contract A”, the Proponent and all other entities participating in this RFP Process agree that if the University is found to be liable, in any way whatsoever, for any act or omission of any of them in respect of this RFP Process, the total liability of the University to any Proponent or any other entity participating in this RFP Process, and the aggregate amount of damages recoverable against the University for any matter relating to or arising from any act or omission by any one or more of them, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the University will be no greater than the Proponent’s cost of preparing its Proposal or the liability cap amount set out in the RFP Data Sheet, whichever is less.

## SECTION 11 - DEFINITIONS

### 11.1 General

(1) In the RFP Documents, the singular is deemed to include the plural and the plural is deemed to include the singular, except where the context otherwise requires.

(2) All references in the RFP Documents to “discretion” or “sole discretion” means in the sole and absolute discretion of the party exercising the discretion.

### 11.2 RFP Definitions

Whenever used in the RFP Documents,

- (1) **“Acquiree”** is defined in RFP Section 3.20(6);
- (2) **“Acquirer”** is defined in RFP Section 3.20(6);
- (3) **“Addendum”** means a written addendum to the RFP Documents issued by the University as set out in RFP Section 3.4;
- (4) **“Advisor”** means any person or firm retained to provide professional advice to any one of the University or a Proponent, as applicable;
- (5) **“Affiliate”** means an “affiliate” as that term is used in the *Business Corporations Act* (Ontario) and any successor legislation thereto;
- (6) **“Background Information”** is defined in RFP Section 2.1(3);
- (7) **“Bonfire”** is the University’s web portal tool that will be used for the submission of Proposals in accordance with this RFP Process;
- (8) **“Business Day”** means any day of the week other than Saturday, Sunday, a statutory holiday in the Province of Ontario or any other day that the University has elected to be closed for business;
- (9) **“CFI”** is defined in RFP Section 1.7(1);
- (10) **“Commercially Confidential Question”** is defined in RFP Section 3.2(1)(b)(ii);
- (11) **“Confidential Information”** is defined in RFP Section 3.11(1);
- (12) **“Conflict of Interest”** is defined in RFP Section 1.5(1);

(13) **“Contact Person”** means the contact person listed in the RFP Data Sheet in respect of RFP Section 1.3(1);

(14) **“Contract A”** is defined in RFP Section 10.1(1);

(15) **“Contract B”** is defined in RFP Section 10.1(1);

(16) **“Control”** means, with respect to any Person at any time, (i) holding, whether directly or indirectly, as owner or other beneficiary (other than solely as the beneficiary of an unrealized security interest) securities or ownership interests of that Person carrying votes or ownership interests sufficient to elect or appoint fifty percent or more of the individuals who are responsible for the supervision or management of that Person, or (ii) the exercise of de facto control of that Person, whether direct or indirect and whether through the ownership of securities or ownership interests or by contract, trust or otherwise;

(17) **“Draft Agreement”** is defined in RFP Section 2.1(1)(f);

(18) **“Evaluation Criteria”** is defined in RFP Section 6.2(1);

(19) **“Evaluation Team”** means the evaluation team established by the University for the purpose of evaluating Proposals, as set out in RFP Section 6.1(1);

(20) **“Final Agreement”** is defined in RFP Section 1.1(2);

(21) **“Financial Submission”** is defined in RFP Section 4.1(1)(e);

(22) **“FIPPA”** is defined in RFP Section 3.10(1);

(23) **“General Question”** is defined in RFP Section 3.2(1)(b)(i);

(24) **“Goods and/or Services”** is defined in RFP Section 1.1(1);

(25) **“Governing Law”** means the laws of Ontario and the applicable laws of Canada;

(26) **“Identified Proponent Party”** means any of the entities identified in the Proponent’s Prequalification Submission, including for clarity, proposed subcontractors, key individuals or Joint Venture Participants;

(27) **“includes”** and **“including”** means “includes without limitation” and “including without limitation” respectively;

(28) **“Ineligible Person’s Affiliate”** is defined in RFP Section 3.7(1);

(29) **“Ineligible Persons”** is defined in RFP Section 3.7(1);

(30) **“Joint Venture Participant”** is defined in RFP Section 3.16(2)(b);

(31) **“Joint Venture Proponent”** is defined in RFP Section 3.16(2)(b);

(32) **“MERX”** means the electronic bid solicitation website used by the University for this RFP Process;

(33) **“Negotiations Proponent”** is defined in RFP Section 1.1(2);

(34) **“Notice”** means a written notice issued by the University as set out in RFP Section 3.3;

(35) **“Participant in Charge”** is defined in RFP Section 3.16(3)(c)(ii);

(36) **“Person”** means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company, corporation or body corporate with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency authority or entity however designated or constituted;

(37) **“Post-Submission Proponent Change”** means:

- (a) an actual or proposed change of Control of the Proponent;
- (b) a change in circumstances that may materially adversely affect a Proponent in a way which could impair the Proponent's ability to perform its respective obligations under or in connection with the Draft Agreement; or
- (c) the withdrawal of any Joint Venture Participant from a Joint Venture Proponents and the proposed substitution of such person or entity;

(38) **“Prequalification Submission”** is defined in RFP Section 3.20(1);

(39) **“Prequalified Parties”** is defined in RFP Section 1.1(2)(b);

(40) **“Prequalified Proponent Change”** means:

- (a) an actual or proposed change of Control of the Proponent or any Identified Proponent Party;
- (b) a change in circumstances that may materially adversely affect a Proponent or an Identified Proponent Party in a way which could impair the Proponent's or the Identified Proponent Party's ability to perform their respective obligations under or in connection with the Draft Agreement;
- (c) the withdrawal of any of the Identified Proponent Parties and the proposed substitution of such person or entity; or
- (d) the proposed addition of any person or entity as an Identified Proponent Party;

(41) **“Price Form”** means the form provided in Schedule D Part 2 to the RFP;

(42) **“Proponent”** is defined in RFP Section 1.1(2);

(43) **“Proponent Representative”** is defined in RFP Section 1.4(1);

(44) **“Proponents Meeting”** is defined in RFP Section 3.5(1);

(45) **“Proposal”** is defined in RFP Section 1.1(2);

(46) **“Proposal Information”** is defined in RFP Section 3.13(5);

(47) **“Proposal Information Licence”** is defined in RFP Section 3.13(4);

(48) **“Proposal Submission Form”** means the proposal submission form attached as Schedule B to this RFP;

(49) **“Question”** is defined in RFP Section 3.2(1);

(50) **“Questions and Answers Document”** and **“Questions and Answers Documents”** are defined in RFP Section 3.2(2);

(51) **“Reference Form”** is defined in RFP Section 4.3(1);

- (52) **"RFP"** is defined in RFP Section 2.1(1)(a);
- (53) **"RFP Data Sheet"** means Schedule A to this RFP;
- (54) **"RFP Documents"** is defined in RFP Section 2.1(1);
- (55) **"RFP Number"** is defined in RFP Section 1.1(1);
- (56) **"RFP Process"** is defined in RFP Section 1.1(3);
- (57) **"Short-listed Proponents"** is defined in RFP Section 6.3(1);
- (58) **"Submission Deadline"** is defined in RFP Section 3.1(1);
- (59) **"Successful Proponent"** is defined in RFP Section 1.1(2);
- (60) **"Technical Submission"** is defined in RFP Section 4.1(1)(c);
- (61) **"Timetable"** is defined in RFP Section 3.1(1); and
- (62) **"University"** is defined in RFP Section 1.1(1).

**SCHEDULE A**  
**RFP DATA SHEET**

**RFP DATA SHEET  
SCHEDULE A TO THE RFP**

<b>RFP SECTION REFERENCE AND DESCRIPTION</b>	<b>ITEM</b>
RFP Section 1.1(1) – Name and Description of Goods and/or Services	<p>The University of Toronto, St. George Campus, is issuing this RFP for <b>Department of Study of Religion Level 2 &amp; Level 3 Renovations.</b></p> <p>The university is looking for a General Contractor to provide all labour, plant, equipment, and materials necessary to perform the completion Work as described in Attachment 1 -Schedule F.</p> <p><b>Location:</b> Jackman Humanities Building, located at 170 St. George Street (Building #128).</p> <p><b>Estimated Commencement date: September 1, 2025</b></p> <p><b>Estimated Completion: February 28, 2026</b></p>
RFP Sections 1.1(1), 3.2(1)(a)(ii) – RFP Number	The RFP Number is ORE20251160.
RFP Section 1.1(2) – Proponents	The RFP Process is open to all parties submitting a Proposal in accordance with the RFP Documents.
RFP Section 1.3(1) and 3.2(1) – Contact Person and Questions	<p>The name of the Contact Person is: Farrah Amiri, Procurement Advisor</p> <p>The e-mail: <a href="mailto:Farrah.amiri@utoronto.ca">Farrah.amiri@utoronto.ca</a></p>
RFP Section 1.6(1) – University Policies	<p>Ontario Ministry of Labour Occupational Health and Safety Act &amp;/or University of Toronto design standards for utilities:</p> <p><a href="https://www.fs.utoronto.ca/projects/design-standards-and-project-forms/">https://www.fs.utoronto.ca/projects/design-standards-and-project-forms/</a></p>
RFP Section 1.7(1) – CFI	RFP Section 1.7 is not applicable to the RFP Process.
RFP Section 2.1(3) – Background Information Document	<p>Background Information Document:</p> <p>Not Applicable</p>

RFP SECTION REFERENCE AND DESCRIPTION	ITEM
RFP Section 3.1(1) – Timetable	<p>Timetable:</p> <p>(a) Issuance of RFP Documents <b>June 20, 2025</b></p> <p>(b) Registration Deadline for Proponents Meeting <b>Not Applicable</b></p> <p>(c) Proponents Meeting <b>Not Applicable</b></p> <p><b><i>Note to Proponents: Pursuant to RFP Section 1.5(2), a Proponent is only required to submit Schedule C – Conflict of Interest Declaration to the Contact Person via email by this deadline if it believes it may have a perceived, potential or actual Conflict of Interest. Proponents with no such conflicts to disclose may disregard this deadline but will continue to be required to submit Schedule C – Conflict of Interest Declaration with their Proposals.</i></b></p> <p>(d) Deadline for Proponents' disclosure with respect to RFP Section 3.6(4)(a) <b>June 27, 2025</b> Deadline for Proponents to submit their Conflict of Interest Declarations <b>June 27, 2025</b></p> <p>(f) <b>Deadline for Proponents to submit Questions</b> <b>July 4, 2025 2:00:00 p.m. local time</b></p> <p>(g) Deadline for posting all Questions and Answers Documents <b>July 8, 2025</b></p> <p>(h) Deadline for issuance of Addenda (except Addenda related to the Timetable) <b>July 8, 2025</b></p> <p>(i) Deadline for Submission of Proposals <b>July 24, 2025 [2:00:00 p.m. local time]</b> (Submission Deadline)</p> <p>The Bonfire portal will be used to determine the submission deadline.</p>
RFP Section 3.5(1) – General Proponents Meeting	<p><b>Strongly Recommended Site Visit</b></p> <p>Date / Time: June 27, 2025, at 10:30 am</p> <p>Location: 170 ST George Street – Main entrance</p> <p>For any Site visit request, please directly contact Marcelo Lima Figueiroa the project manager via email <a href="mailto:marcelo.lima@utoronto.ca">marcelo.lima@utoronto.ca</a></p>
RFP Section 3.7(2)(c)(ii) – Prohibited Contacts	Not Applicable
RFP Section 3.8(1) – Ineligible Persons	Not Applicable
RFP Section 4.1(2) – Pre-printed Literature	Pre-printed literature submitted will not be reviewed by the Evaluation Team

RFP SECTION REFERENCE AND DESCRIPTION	ITEM																						
RFP Section 4.1(4) – Format and Content of Proposal	Refer to Submission Instructions for format (File Name) and content (File Type).																						
RFP Section 4.3(1) – References and Past Performance Issues	Proponents are required to submit references. N/A																						
RFP Section 5.1(1) – Bonfire Link for Submission of Proposals	Each Proponent is required to submit its Proposal on Bonfire at the following link: <a href="https://utoronto.bonfirehub.ca/opportunities/94880">https://utoronto.bonfirehub.ca/opportunities/94880</a>																						
RFP Section 5.5(1) – One Proposal Per Person or Entity	There are no exceptions to RFP Section 5.5(1).																						
RFP Section 5.5(2) – One Proposal Per Person or Entity	There are no exceptions to RFP Section 5.5(2).																						
RFP Section 5.6(1) – Maintaining Prices and Proposal Commitments	Prices contained in the submitted proposal will be maintained by the Proponent for a period of six months after the Submission Deadline																						
RFP Section 6.2(1) – Evaluation of Proposals	<p>The Evaluation Criteria and weightings to be applied are as follows:</p> <table> <tr> <th>EVALUATION CRITERIA</th><th>WEIGHT</th></tr> <tr> <td><b>Technical Submission</b></td><td></td></tr> <tr> <td>Financial Stability and Insurance</td><td>Pass/Fail</td></tr> <tr> <td>Company Overview</td><td>20</td></tr> <tr> <td>Project Experience</td><td>20</td></tr> <tr> <td>Project Documentation</td><td>10</td></tr> <tr> <td>Project Goals</td><td>10</td></tr> <tr> <td>Technical Sub Total</td><td><b>60</b></td></tr> <tr> <td><b>Financial Submission</b></td><td></td></tr> <tr> <td>Pricing</td><td>40</td></tr> <tr> <td><b>Total points</b></td><td><b>100</b></td></tr> </table>	EVALUATION CRITERIA	WEIGHT	<b>Technical Submission</b>		Financial Stability and Insurance	Pass/Fail	Company Overview	20	Project Experience	20	Project Documentation	10	Project Goals	10	Technical Sub Total	<b>60</b>	<b>Financial Submission</b>		Pricing	40	<b>Total points</b>	<b>100</b>
EVALUATION CRITERIA	WEIGHT																						
<b>Technical Submission</b>																							
Financial Stability and Insurance	Pass/Fail																						
Company Overview	20																						
Project Experience	20																						
Project Documentation	10																						
Project Goals	10																						
Technical Sub Total	<b>60</b>																						
<b>Financial Submission</b>																							
Pricing	40																						
<b>Total points</b>	<b>100</b>																						
RFP Section 6.2(2) – Minimum Passing Score	Proponents who do not achieve a minimum score of <b>42 out of 60</b> points for the evaluation criteria will not proceed to the Financial Submission Requirements evaluation and will receive no further consideration.																						

RFP SECTION REFERENCE AND DESCRIPTION	ITEM
RFP Section 6.3(1) – Optional Short-Listing	The University will not short-list Proponents.
RFP Section 6.4(1) and (2) – Interviews, Demonstrations, Site Visits and Presentations	Not applicable
RFP Section 10.2(1) – Limit on Liability	The Limit on Liability cap is \$5,000.
<b>Agreement to Bond</b>	The Proponent shall provide to the Owner, if their Submission is accepted a bond as security for the performance of its obligations under this Section 5 of Form of Agreement -Warranty, Standards and Policies. Please reference <b>Attachment 3 to Schedule B.</b>
<b>Terms and Conditions of Master Agreement</b>	Proponent to complete <b>Attachment 4- to Schedule B</b> to accept / or any exception to Owner's General Terms and Conditions.

**SCHEDULE B**  
**PROPOSAL SUBMISSION FORM**

**PROPOSAL SUBMISSION FORM**

**SCHEDULE B TO THE RFP**

**RE: RFP No. ORE20251160**

**RE: Department of Study of Religion Level 2 & Level 3 Renovations**

**1. Proponent Information**

(a) Proponent's registered legal business name and any other name under which it carries on business:

---

---

---

(b) Proponent's address, telephone and facsimile numbers:

---

---

---

(c) Name, address, telephone, e-mail and facsimile numbers of the contact person(s) for the Proponent:

---

---

---

(d) Name of the person who is primarily responsible for the Proposal:

---

---

---

(e) Whether the Proponent is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:

---

---

---

(f) Name(s) of the proprietor, where the Proponent is a sole proprietor; each of the directors and 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 or a not-for-profit organization, whichever applies:

---

---

---

- (g) Joint Venture Information  
(See Attachment 1 to this Proposal Submission Form)

**2. Regulatory Matters**

We confirm as follows:

- (a) With respect to the *Excise Tax Act*, we are either:
- (i) a Harmonized Sales Tax registrant for purposes of the *Excise Tax Act* and our HST registration number is \_\_\_\_\_; or
  - (ii) not a HST registrant for the purposes of the *Excise Tax Act*.

**[Note: Proponents to strike the provision not applicable to them.]**

**3. Proposal**

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

- (a) capitalized terms used in clauses (b) through (t) below will have the meanings given thereto in the RFP Documents;
- (b) except to the extent that we have sought and received written approval in accordance with RFP Section 3.20, there have been no changes to the Proponent;
- (c) there have been no changes in circumstance that could have a material adverse effect on the Proponent in a way that could impair our ability to perform the obligations under the Draft Agreement;
- (d) except for those actions, suits or proceedings disclosed in our Prequalification Submission, if any, there are no actions, suits or proceedings pending that could have a material adverse effect on our ability to provide the Goods and/or Services or, to the best of our knowledge after reasonable inquiry, threatened against us and we are not aware of any ground on which such an action, suit or proceeding might be commenced, except for the following:
  - (i) actions, suits or proceedings, if applicable:
    - 1. \_\_\_\_\_
    - 2. \_\_\_\_\_
    - 3. \_\_\_\_\_

**[Proponent to add more rows if necessary.]**

- (e) we have not and, to the best of our knowledge, our Advisors have not engaged in any form of political or other lobbying, of any kind whatsoever, to influence the outcome of this RFP Process in contravention of RFP Section 3.6;
- (f) we have and, to the best of our knowledge, our Advisors have complied fully with RFP Section 3.9. We confirm that:
  - (i) 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 Governing Law; and

- (ii) we have prepared and submitted our Proposal independently and without connection, knowledge, comparison of information or arrangement, direct or indirect, with any other Proponent;
- (g) we have and, to the best of our knowledge, our Advisors have complied fully with RFP Sections 3.8, 3.11, 3.13 and the provisions of any confidentiality agreement entered into in connection with the RFP Process;
- (h) at the time of submitting our Proposal, we are in full compliance with all tax statutes administered by the Ministry of Finance for Ontario and that, in particular, all returns required to be filed under all provincial tax statutes have been paid or satisfactory arrangements for their payment have been made and maintained;
- (i) our Proposal is based on and relies solely upon our own examinations, knowledge, information, judgement, and investigations and not upon any statement, representation, investigation or information made or provided by the University whether provided through MERX or in any other way whatsoever;
- (j) we have obtained tax advice from our own advisors and experts, including obtaining any advance interpretations or rulings that we consider appropriate or necessary in relation to the Goods and/or Services, Goods and/or Services or Draft Agreement;
- (k) we have examined the RFP Documents and confirm that we have received all pages of the RFP Documents;
- (l) we have made any necessary inquiries with respect to Addenda issued by the University and have ensured that we have received and examined all Addenda to the RFP Documents;
- (m) our Proposal is based on the terms and conditions of the RFP Documents;
- (n) we acknowledge and accept the obligations set out in RFP Section 3.11;
- (o) we acknowledge and accept the limit of liability set out in RFP Section 10.2;
- (p) we acknowledge that, except as explicitly provided in RFP Section 3.11 and RFP Section 10.2, the submission of this Proposal creates no legal or contractual obligations or rights on the University or the Proponent, all as set out in RFP Section 10.1;
- (q) the prices contained in our Financial Submission are based on the terms and conditions of the RFP Documents;
- (r) we understand that any negotiations with the University with respect to the Goods and/or Services will assume that we will hold our prices submitted pursuant to RFP Schedule D Part 2 – Financial Submission Requirements and Evaluation Criteria and that, in the event we do not hold our prices, the University may, in its sole discretion, cease negotiations with us with respect to the Goods and/or Services;
- (s) having made all necessary inquiries of our insurers in respect of the insurance requirements set out in the Draft Agreement, we confirm that we are able to meet the insurance obligations as set out in the Draft Agreement and that our prices include the costs associated with such insurance obligations; and
- (t) we have conducted ourselves with integrity and propriety and we have not engaged in any inappropriate bidding practices or unethical behaviour in the course of the RFP Process.

**4. Conflict of Interest, Confidential Information, and Inappropriate Bidding Practices**

(a) We confirm that we do not have any perceived, potential or actual Conflict of Interest or any other type of unfair advantage in submitting our Proposal or performing or observing the contractual obligations set out in the Draft Agreement, except as disclosed in the Conflict of Interest Declaration included in our Proposal.

(b) We confirm that we have not had access to University confidential information, other than the RFP Documents themselves, with respect to this RFP Process, except as disclosed as follows.

(c) We confirm that there are no charges or investigations by a public body related to inappropriate bidding practices or unethical behaviour by the Proponent or any of its Affiliates in relation to a public or broader public sector tender or procurement in any jurisdiction, other than as described below.

**(1) Confidential Information**

In addition to the RFP Documents, we have access to the following confidential information relating to the RFP Process.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**[Proponent to add more rows if necessary.]**

**(2) Inappropriate Bidding Practices and Unethical Behaviour**

The following is a description of all charges or investigations by a public body related to inappropriate bidding practices or unethical behaviour by the Proponent or any of its Affiliates in relation to a public or broader public sector tender or procurement in any Canadian jurisdiction:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**[Proponent to add more rows if necessary.]**

\_\_\_\_\_  
Signed by person or persons authorised to  
bind the Proponent in accordance with RFP  
Section 4.2

\_\_\_\_\_  
Print Name and Title of Person Signing

**Attachment 1**  
**to Schedule B**  
**Joint Venture Information**

**JOINT VENTURE INFORMATION  
ATTACHMENT 1 TO SCHEDULE B**

**1. General Information**

<b>Name of Person/Firm (List whether Sole Proprietor, Partnership or Corporation)</b>	<b>Role in Joint Venture</b>	<b>Representative Signing Proposal and Position of Representative</b>
1.		
2.		
3.		
4.		
5.		

**2. Attach Joint Venture Letter and Power of Attorney pursuant to RFP Section 3.17 for each joint venture participant.**

**Attachment 2**  
**to**  
**Schedule B Subcontractors**

**SUBCONTRACTORS  
ATTACHMENT 2 TO SCHEDULE B**

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

The Proponent intends to use the following subcontractors to deliver the Goods and/or Services with the consent of the University:

<b>Name of Subcontractor</b>	<b>Description of Goods/Services To Be Provided By Subcontractor</b>

**ALL GENERAL CONTRACTORS AND SUBTRADES ARE TO COMPLY WITH THE GENERAL LABOUR CONDITIONS GIVEN IN THE ATTACHED MASTER AGREEMENT**

**Attachment 3**  
**to**  
**Schedule B - Agreement to Bond**

**1. Agreement to Bond**

- a. The proponent must submit a completed Agreement to Bond with their submission.

**- OR -**

- b. The proponent must provide a note on the proponent company's letterhead, signed by a duly authorized member of the proponent's company, and sealed by a commissioner. This note must state that the Proponent intend to submit performance security in the form of an irrevocable letter of credit, a bank draft or a certified cheque in the terms and conditions specified in the contract if the proponent is awarded the contract by University of Toronto.

**2. Performance Security upon Award**

- a. Upon award for greater certainty the successful proponent will be required to provide the following performance security:
- **A Performance Bond** issued by a Surety Company authorized to transact the business of suretyship in the Province of Ontario under the and in the Owner's approved form and shall be in an amount equal to **50%** of the Contract Price.
  - **A Labour and Material Payment Bond**, be issued by a Surety Company authorized to transact the business of suretyship in the Province of Ontario under the and in the Owner's approved form and shall be in an amount equal to **50%** of the Contract Price.

**EXCEPTIONS TO UOT'S TERMS OF FORM OF AGREEMENT**

**ATTACHMENT 4 TO SCHEDULE B**

**Proponent to complete the native file to show all commercial exceptions**

Attachment 4 is to include any exception the Proponent has to the Owner's General Terms and Conditions.

1. Proponent hereby confirms it has no exceptions to the Form of Agreement Documents.

---

**OR**

2. Proponent's List of Exceptions are as follows:

Form of Agreement Clause	Exception and Reason	Proposed Alternative

**SCHEDULE C**  
**CONFLICT OF INTEREST DECLARATION**

**CONFLICT OF INTEREST DECLARATION  
SCHEDULE C TO THE RFP**

**To: The University of Toronto (the “University”)**

**Re: Request for Proposals RFP No. ORE20251160 - Department of Study of Religion Level 2 & Level 3 Renovations  
(the “RFP”)**

This Conflict of Interest Declaration is delivered to the University pursuant to the RFP. All capitalized terms used in this Conflict of Interest Declaration have the meaning set out in the RFP.

The undersigned Proponent hereby declares on its own behalf that, to the best of its knowledge, having made all necessary inquiries and investigations to permit the Proponent to make this Conflict of Interest Declaration and except as disclosed, accurately and completely, in Attachment 1 hereto:

1. No Proponent or person who has had or who will have significant involvement in the preparation and/or oversight of the preparation of our Proposal (together, the “**Proponent Conflict Declaration Parties**”) has any relationships with employees (both current or former) of the University or individuals or firms who have been involved on the University’s behalf in this RFP Process or the design, planning or implementation of the Goods and/or Services, that could constitute a Conflict of Interest or unfair advantage, or could otherwise affect or impair or appear to affect or impair the integrity of this RFP Process;
2. There is no perceived, potential or actual Conflict of Interest, collusion or any other type of unfair advantage in any of the Proponent Conflict Declaration Parties’ participation in this RFP Process;
3. No Proponent Conflict Declaration Party has any knowledge of or the ability to avail themselves of Confidential Information, other than Confidential Information which may have been disclosed by the University to the Proponent Conflict Declaration Party in the normal course of this RFP Process, that is or was relevant to the Goods and/or Services or this RFP Process;
4. None of the Proponent Conflict Declaration Parties, or any Affiliate of any of them has been charged in the last five years for any criminal offence involving fraud, fraudulent misrepresentation, bribery, collusion, anti-corruption, conspiracy, breach of competition laws, destruction of records or professional misconduct;
5. None of the Proponent or any of its Affiliates has sought protection under any bankruptcy or insolvency laws during the past five years;
6. None of the Proponent or any of its Affiliates has been the subject of a final determination that it has breached any Governing Law relating to worker health and safety and/or protection of the environment within the past five years;
7. This Conflict of Interest Declaration has not been modified in any manner, except to complete the required information.

Dated \_\_\_\_\_, 2025.

**[INSERT NAME OF PROPONENT]**

\_\_\_\_\_  
Name of Authorized Signatory:

Title:

I have authority to bind the Proponent.

**Attachment 1**  
**to**  
**Schedule C**  
**Exceptions**

**EXCEPTIONS  
ATTACHMENT 1 TO SCHEDULE C**

**[The Proponent should complete this Attachment 1 to Schedule C, setting out accurately and completely, any exceptions to the statements made in the Declaration. If there are no such exceptions, the Proponent should insert the word “NIL” in this Attachment 1 to Schedule C.**

**If there are exceptions set out in this Attachment 1 to Schedule C, the Proponent should submit to the University, as a separate document, the Proponent’s suggested measures for addressing each such conflict or potential conflict. The University will review such suggested measures and determine whether, in the University’s opinion, such measures satisfactorily address the conflict or potential conflict. If the conflict or potential conflict cannot be addressed to the satisfaction of the University, the University may, in its sole and absolute discretion, disqualify the Proponent.]**

**SCHEDULE D**

**SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA**

**Schedule D Part 1**  
**Technical Submission Requirements and Evaluation Criteria**

**TECHNICAL SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA  
SCHEDULE D PART 1 TO THE RFP**

**A. TECHNICAL SUBMISSION – GENERAL**

- (1) The Proponent is advised to prepare its Technical Submission such that the Technical Submission demonstrates both the Proponent's understanding of the scope of the Goods and/or Services and the Proponent's ability to provide the Goods and/or Services in accordance with the Draft Agreement.
- (2) In preparing its Technical Submission, the Proponent is encouraged to cite relevant lessons learned by the Proponent with respect to its past experiences.
- (3) Each Proponent will prepare and submit a Technical Submission consisting of the following components:

**B. TECHNICAL SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA**

**Technical Evaluation**

Submission Requirements	Evaluation Criteria	Maximum Points
The Proponent shall submit the following:		
<b>1</b>	<b>Company Overview (10 pages maximum)</b>	<b>20 Points</b>
	<p>The University expects Proponents to provide the following:</p> <ol style="list-style-type: none"> <li>1. Clear company structure demonstrating Management, Administration, Service, and Construction teams: Identifies a complete range of services and has significant years of experience. (6 plus years)</li> <li>2. A list of 3 major projects in the past three (3) years, including a description of the work. <b>Please complete Schedule E- Reference form</b></li> <li>3. Health and Safety Policy</li> <li>4. WSIB Safety Check report.</li> <li>5. All training programs, including asbestos and other hazardous materials awareness.</li> <li>6. Provide a copy of the Harassment policy as per the Occupational Health and Safety Act : Demonstrates positive H&amp;S history and tracks and updates all training programs.</li> <li>7. Currently working in an institutional environment and properties.</li> </ol>	
<b>2</b>	<b>Project Experience (10 pages maximum)</b>	<b>20 Points</b>
	<p>The University expects Proponents to provide the following:</p> <ol style="list-style-type: none"> <li>1. Major Office Renovations – Include four (4) projects, completed within the last twenty-four (24) months.</li> </ol>	

	<ol style="list-style-type: none"> <li>2. Work with large public institutions</li> <li>3. Complex projects with limited access</li> <li>4. Diverse range of projects (both in cost and type) to show the company's depth of experience. Projects that include implementation/retrofitting of HVAC systems.</li> <li>5. Projects within the following sectors: commercial and public institutions.</li> </ol>	
<b>3 Project Documentation (5 pages maximum) 10 Points</b>		
	<p>The Proponent is to submit the following:</p> <ol style="list-style-type: none"> <li>1. Process for maintaining and controlling all documentation flow.</li> <li>2. Schedules, RFIs, change orders, and invoices.</li> <li>3. Warranty, as-builts, and project close-out</li> <li>4. Completeness of project tracking systems from start to finish</li> <li>5. Clear examples of scheduling, Gantt charts and revisions, changes to scope</li> <li>6. Project completion documentation</li> </ol>	
<b>4- Project Goal (2 pages maximum) 10 Points</b>		
	<p>The Proponent shall submit the following: Understanding of the program, goals and vision.</p> <p>Provide a brief description of project intent, key elements of proposed renovation, expected disruptions and impacted systems in the renovated spaces.</p>	
<b>5 Financial Stability and Insurance : Proponent to confirm this for a pass in this section</b>		
Financial	All proponents are to provide a letter from their financial institution indicating sound credit standing	Pass/Fail
Proof of Insurance	The Proponent is to provide a signed "Certificate of Insurance" on a standard form provided by a duly licensed Canadian insurance company stating their intention to provide insurance to the Proponent	Pass/Fail

**Schedule D Part 2**

**Financial Submission Requirements and Evaluation Criteria**

**FINANCIAL SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA  
SCHEDULE D PART 2 TO THE RFP**

**A. FINANCIAL SUBMISSION - GENERAL**

**Proponents are to provide their pricing response in the attached Excel sheet**

In the event of mathematical errors in the extension of prices or other ambiguities, the unit rate shall prevail over total bid prices.

STIPULATED PRICE BREAKDOWN - <b>BASE BID</b>				
The following itemized list is a breakdown of our Stipulated Price to perform the Work. The itemized prices quoted include the specified cost, overhead, profit, and any applicable taxes in force at the date of Bid with the exception of the Harmonized Sales Tax (HST). The HST is shown as separate line item.				
Item No.	Description of Work	Estimated Quantity	Unit Rate	Total Bid ( \$ )
1	Demolition			\$ -
1.1	Mechanical			
1.2	Electrical			
1.3	Carpentry			
1.4	Other items			\$ -
	<b>Subtotal</b>			<b>\$ -</b>
	13% Harmonized Sales Tax (HST):			\$ -
	<b>Total Stipulated Price (BASE BID) for Department of Study of Religion Level 2 and 3 Renovations:</b>			<b>\$ -</b>

**B. FINANCIAL SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA**

<b>Submission Requirements</b>	<b>Maximum Pages</b>	<b>Evaluation Criteria</b>	<b>Maximum Points</b>
The Proponent shall submit the following:  Financial Submission for - Department of Study of Religion Level 2 & Level 3 Renovations	<b>N/A</b>	Each Proponent will receive a percentage of the total possible points allocated to price it has bid on by dividing that Proponent's price into the lowest bid price. For example, if a Proponent bids \$120.00 and that is the lowest bid price that Proponent receives 100% of the possible points ( $120/120 = 100\%$ ). A Proponent who bids \$150.00 receives 80% of the possible points ( $120/150 = 80\%$ ), and a Proponent who bids \$240.00 receives 50% of the possible points ( $120/240 = 50\%$ ). Lowest rate  ----- x Total available points = Score for response with 2 <sup>nd</sup> lowest rate	<b>40</b>

**SCHEDULE E**  
**REFERENCE FORM**

## REFERENCE FORM

### Reference #1

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Contact Email:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	

### Reference #2

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Contact Email:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	

### Reference #3

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Contact Email:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	

## **SCHEDULE F**

### **DRAFT AGREEMENT AND SCHEDULES TO THE DRAFT AGREEMENT**

23337864.5

**ATTACHMENT 1**  
**DESCRIPTION OF GOODS AND/OR SERVICES**

**Invoicing Instruction:**

ALL invoices must be submitted directly by either mail or email to the attention of the Accounts Payable Department at:

University of Toronto

Facilities & Services OR Via email to: [apfacilities.services@utoronto.ca](mailto:apfacilities.services@utoronto.ca)

Attn: Accounts Payable Dept

Simcoe Hall, 27 King's College Circle, Room 240, Toronto, Ontario M5S 1A1

The following key requirements need to be complied with in order to process payment of your invoice(s):

- 1- **Submit invoices that only relate to the Facilities & Services department (F&S).**  
Invoices that do not belong to F&S will not be processed for payment. It is your responsibility to submit these invoices directly to the correct department.
- 2- **Submit the invoice only once.** Do not send the same invoice by mail and by email. Do not re-send the invoice at a later date either. If you send the same invoice multiple times, we will assume that they are all duplicate invoices and will not process any of the invoices.
- 3- **Please do not mail, email or hand deliver invoices directly to your contacts at Facilities & Services.** There will be a delay in processing your invoice if not sent directly by mail or email to the address noted above.
- 4- **Please send only one invoice per PDF attachment** when sending invoice(s) via email. Do not send multiple invoices in one attachment. Do not send invoices using any other format such as Word, Excel, etc. Also, do not include any other attachments such as electronic signatures, vCards, logos, pictures, etc. Such invoices will get rejected and consequently, will not get processed for payment.
- 5- **Make sure that you indicate on the invoice your contact's name at F&S and where applicable, include the correct Service Order # or the Purchase Order #** on the invoice. These details let us know who is responsible for that specific invoice and failure to note these will cause unnecessary delay in processing the invoice.
- 6- **In general, invoices will be paid within 28 days of receipt of invoice - please do not contact Accounts Payable to check payment status during this 28-day window.**  
This will divert staff time and may delay the processing of invoices.

**Please be informed that failure to adhere to the above requirements may result in a substantial delay or a non-payment of such invoices.**

## **APPENDICES**

### **Appendix 1- Smoke Free Policy**

## Appendix 2 – Lab Safety Policy