**Second Stage Request for Proposals**

**Qualified Supplier List**

**for**

**Louis B. Observatory Revitalization**

**RFP No. ORE20251178**

Issue Date: October 31, 2025

Submission Deadline: November 14, 2025, at 2:00 p.m. (Local Time)

F&S Reference #: 26-306-120

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**SECOND STAGE REQUEST FOR PROPOSALS**

1. - INTRODUCTION
   1. General
      1. The Governing Council of the University of Toronto (the “**University**”) is issuing the RFP Documents pursuant to a Request for Supplier Qualification (“**RFSQ**”) issued by the University in respect of the goods and/or services named in the RFSQ (the “**Goods and/or Services**”) for the University deliverables briefly described in the RFP Data Sheet and set out in the Form of Statement of Work (the “**Deliverables**”). The issuance date and RFSQ number in respect of the RFSQ is set out in the RFP Data Sheet (the “**RFSQ Number**”). The Second Stage RFP number is set out in the RFP Data Sheet (the “**RFP Number**”).
      2. This RFP Process is open to a limited number of suppliers that qualified in accordance with the RFSQ (“**Qualified Suppliers**”) and that have a master products and services agreement with the University in respect of the Goods and/or Services (“**Master Agreement**”). In the RFP Documents, individuals or firms that submit documents in response to the RFP Process are referred to as “**Proponents**”. The Proponents’ submissions are referred to as “**Proposals**”. The Proponent that the University selects to deliver the Deliverables is referred to as the “**Successful Proponent**”. For ease of reference, prospective proponents, whether or not they submit a response to the RFP Process, are also referred to as “**Proponents**”.
      3. The process to select the Successful Proponent will commence with the issuance of the RFP Documents (as defined in RFP Section 2.1(1) and will terminate when the University executes or issues a Final Statement of Work in accordance with the Master Agreement (the “**RFP Process**”).
   2. Contact Person
      1. The Proponents are required to submit electronically all questions and other communications regarding the RFP Documents, the RFP Process and their Proposals to the contact person named in the RFP Data Sheet (the “**Contact Person**”). The Proponents are required to submit all questions and other communications to the Contact Person by e-mail at the e-mail address specified in the RFP Data Sheet.During this RFP Process, Proponents may contact the University only through the Contact Person.
   3. Terms and Conditions of RFSQ
      1. Except as explicitly set out in the RFP Documents, the terms and conditions of the RFSQ will apply to the RFP Process. If a matter relating to the RFP Process is not set out in the RFP Documents, the terms and conditions in respect of such matter in the RFSQ will apply. In the event that the terms and conditions of the RFP Documents are inconsistent with the terms and conditions of the RFSQ, the terms and conditions of the RFP Documents will prevail.
   4. Research Environment
      1. If set out in the RFP Data Sheet, the Deliverables are to be financed in part by The Canada Foundation for Innovation (“**CFI**”) and the provisions of this RFP Section 1.4(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.
2. - THE RFP DOCUMENTS
   1. Second Stage Request for Proposals Documents
      1. The Second Stage Request for Proposals Documents (the “**RFP Documents**”) are:
         1. Second Stage Request for Proposals (“**RFP**”);
         2. Schedule A – RFP Data Sheet;
         3. Schedule B – Proposal Submission Form;
         4. Schedule C – Submission Requirements;
         5. Schedule D – Form of Statement of Work; and
         6. 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.
   2. Distribution of Documents to Proponents
      1. The University will circulate this RFP and all other RFP Documents, including Addenda, by placing them on MERX. If the University chooses to notify Proponents 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 and, in particular, have reviewed all documents on MERX immediately prior to submitting Proposals.
3. - THE RFP PROCESS
   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. 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,the deadlines set out in the Timetable will govern.
   2. Changes to Proponents
      1. If, any time following the establishment of the QSL, including after the Submission Deadline and prior to execution or issuance of the Final Statement of Work, there is a Proposed Proponent Change, then the provisions of the RFSQ related to changes to Proponents will apply.
   3. Conflict of Interest
      1. If at any time during the RFP Process 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 an actual, potential or perceived Conflict of Interest that was not disclosed to the University during the RFSQ Process, then that Proponent should deliver to the Contact Person through e-mail a completed and executed Schedule D of the RFSQ – Conflict of Interest Declaration, which will be used by the University in its assessment of the presence of an actual, potential or perceived Conflict of Interest involving any Proponent or any employee or Advisor of the University in respect of the Goods and/or Services.
4. - PROPOSAL CONTENT AND SUBMISSION
   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:
         1. a completed Proposal Submission Form (prepared in accordance with the requirements set out in Schedule B to the RFP); and
         2. a submission (prepared in accordance with the requirements set out in Schedule C to the RFP) (the “**Submission**”).
      2. 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 University.
   2. Submission of Proposals
      1. Each Proponent is required to submit its Proposal on Bonfire before the Submission Deadline and in accordance with the requirements set out in RFSQ Section 5.1.
   3. Maintaining Prices and Proposal Commitments
      1. Notwithstanding the absence of a bidding contract as set out in RFSQ Section 10.1 and notwithstanding the right of the Proponent to withdraw its Proposal in accordance with RFSQ 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 in accordance with the Master Agreement. If a Proponent fails to maintain its Proposal commitments or its prices, 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. - PROPOSAL EVALUATION
   1. Evaluation of Proposals
      1. The Proponents’ Proposals will be reviewed and evaluated on the basis of the evaluation criteria set out in the RFP Data Sheet (the “**Evaluation Criteria**”).
6. - NEGOTIATION AND DEBRIEFING
   1. Final Assignment for Goods and/or Services
      1. The University will select a Successful Proponent in accordance with the RFP Documents to enter into negotiations with for the purpose of finalizing the assignment for the Deliverables, based on the Form of Statement of Work set out in Schedule D to this RFP (the “**Final Statement of Work**”). The Form of Statement of Work will be revised based on the Successful Proponent’s Proposal and any negotiations.
      2. The University may, in its sole discretion, enter into negotiations with one or more Successful Proponents relating to the Goods and/or Services.
      3. The University will notify the Successful Proponent (or Successful Proponents) that it has been selected to enter into negotiations with the University.
      4. After notification pursuant to RFP Section 6.1(3), the University will make arrangements to commence negotiations. Both the University and the Successful Proponent may withdraw from negotiations at any time. Successful Proponents should be prepared to provide any requested information in a timely fashion and conduct their negotiations expeditiously.
      5. Subject to RFSQ Section 10.1, the University will determine whether to enter into or issue the Final Statement of Work with one or more Successful Proponents based on the best overall value, capabilities and availability of the Successful Proponents and subject to any required funding approval(s).
   2. Notification If Successful Or Not
      1. The Successful Proponent and unsuccessful Proponents will be notified by the University through MERX as to their success or failure in the RFP Process.uhy
7. - LEGAL MATTERS AND RIGHTS OF THE UNIVERSITY
   1. Limit on Liability
      1. Notwithstanding that in accordance with the terms of the RFSQ, 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.
8. - DEFINITIONS
   1. General
      1. Unless otherwise defined in this RFP Section 8, capitalized terms and expressions used in this RFP have the meaning given to them in the RFSQ.
      2. 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.
      3. All references in the RFP Documents to “discretion” or “sole discretion” means in the sole and absolute discretion of the party exercising the discretion.
   2. RFP Definitions

Whenever used in the RFP Documents,

* + 1. “**CFI**” is defined in RFP Section 1.4(1);
    2. “**Contact Person**” means the contact person listed in the RFP Data Sheet in respect of RFP Section 1.2(1);
    3. “**Deliverables**” is defined in RFP Section 1.1(1);
    4. “**Evaluation Criteria**” is defined in RFP Section 5.1(1);
    5. “**Final Statement of Work**” is defined in RFP Section 6.1(1);
    6. “**Form of Statement of Work**” means the draft statement of work or purchase order set out in Schedule D;
    7. “**Goods and/or Services**” is defined in RFP Section 1.1(1);
    8. “**Master Agreement**” is defined in RFP Section 1.1(2);
    9. “**Proponent**” is defined in RFP Section 1.1(2);
    10. "**Proposal**" is defined in RFP Section 1.1(2);
    11. “**Proposal Submission Form**” means the proposal submission form attached as Schedule B to this RFP;
    12. “**Qualified Supplier**” is defined in RFP Section 1.1(2);
    13. “**RFP**”is defined in RFP Section 2.1(1)(a);
    14. “**RFP Data Sheet**” means Schedule A to this RFP;
    15. “**RFP Documents**” is defined in RFP Section 2.1(1);
    16. “**RFP Number**” is defined in RFP Section 1.1(1);
    17. “**RFP Process**” is defined in RFP Section 1.1(3);
    18. “**RFSQ**” is defined in RFP Section 1.1(1);
    19. “**RFSQ Number**” is defined in RFP Section 1.1(1);
    20. “**Submission**” is defined in RFP Section 4.1(1)(b);
    21. “**Submission Deadline**” is defined in RFP Section 3.1(1);
    22. “**Successful Proponent**” is defined in RFP Section 1.1(2);
    23. “**Timetable**” is defined in RFP Section 3.1(1); and
    24. “**University**” is defined in RFP Section 1.1(1).

# SCHEDULE A RFP DATA SHEET

**DATA SHEET  
SCHEDULE A TO THE RFP**

| **RFP SECTION REFERENCE AND DESCRIPTION** | **ITEM** |
| --- | --- |
| RFP Section 1.1(1) – Deliverables | Name and Description of Work:  **Louis B. Observatory Revitalization**  The university is looking for a mechanical contractor to provide all labour, plant, equipment and materials necessary to complete the work as described in the SOW documents, Schedule D- Appendix 1.  Estimated commencement date: **December 1, 2025**  Estimated Completion date: **January 31, 2026** |
| RFP Section 1.1(1) – RFSQ Number and Issuance Date, RFP Number | The RFSQ Number is UOT202517285 and was issued on October 20, 2025.  The RFP Number is ORE20251178. |
| RFP Section 1.1(2) – Proponents | The RFP Process is open to only those Proponents that are prequalified to submit a Proposal as follows:   1. Darteck Construction Group Ltd. 2. Direct Construction Company Limited 3. Jafcon Construction Ltd 4. Rutherford Contracting 5. MJ Dixon Construction |
| RFP Section 1.2(1) – Contact Person | The name of the Contact Person is:  ***Farrah Amiri***  The e-mail address of the Contact Person is:  [***Farrah.amiri@utoronto.ca***](mailto:Farrah.amiri@utoronto.ca) |
| RFP Section 1.4(1) – CFI | RFP Section 1.4 ***is not*** applicable to the RFP Process. |
| RFP Section 3.1(1) – Timetable | Timetable:  (a) Issuance of RFP Documents  **October 31, 2025**  (b) Deadline for Proponents’ disclosure with respect to  RFSQ Section 4.2 **November 7, 2025**  (c) Deadline for Proponents to submit their  Conflict of Interest Declarations  **November 6, 2025**  **Note to Proponents: Pursuant to RFP Section 3.3, a Proponent is only required to submit Schedule B – Conflict of Interest Declaration to the Contact Person via email by this deadline if they believe they 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 B – Conflict of Interest Declaration with their Proposals.**  (d) **Deadline for Proponents to submit November 7, 2025   Questions *[2:00:00 p.m. local time]***  (e) Deadline for posting all Questions and Answers Documents  **November 10, 2025**  (f) Deadline for issuance of Addenda  **November 10, 2025**  (except Addenda related to the Timetable)  (g) Deadline for Submission of Tenders **November 14, 2025**  (Submission Deadline) ***[2:00:00 p.m. local time]***  The Bonfire portal will be used to determine the Submission Deadline. |
| Site Tour and Pre-Tender Meeting | Recommended Site Visit  Date / Time: **November 4, 2025, at 10:00 am**  Location: 12 Hart House Circle  For any Site visit request, please directly contact My Linh Elliott, the project manager via email at [mylinh.elliott@utoronto.ca](mailto:mylinh.elliott@utoronto.ca) |
| RFP Section 4.1(2) – Page Limit | Not Applicable |
| RFP Section 5.1(1) – Evaluation of Proposals | The University will evaluate the Proposals based on the Lowest Proposal price. |
| RFP Section 4.3 | Proponent to maintain its proposal commitments or its prices for six months after the Submission Deadline. |
| RFP Section 3.1 – Bonfire Link for Submission of Proposals | Each Proponent is required to submit its Proposal on Bonfire at the following link: <https://utoronto.bonfirehub.ca/opportunities/private/d37f0f1d1f228688df48a2399e3a5ed6> |
| RFP Section 6.1(1) – Notification of Award | FORM OF STATEMENT OF WORK (“SOW”) –RFP# ORE20251178- Schedule D -Appendix 1 |
| RFP Section 7.1(1) – Limit on Liability | The Limit Liability cap is $5,000 |
| Performance Acceptance Criteria: | All work must follow UofT Design Standards <https://www.fs.utoronto.ca/projects/design-standards-and-project-forms/> |

# SCHEDULE B PROPOSAL SUBMISSION FORM

**PROPOSAL SUBMISSION FORM**

**SCHEDULE B TO THE RFP**

**RE: RFSQ # UOT202517285 and RFP # ORE20251178**

**RE: Louis B. Observatory Revitalization**

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:

1. Proposal

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

* 1. capitalized terms used in clauses (b) through (i) below will have the meanings given thereto in the RFP Documents;
  2. except to the extent that we have sought and received written approval in accordance with RFP Section 3.2, there have been no changes to the Proponent;
  3. 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 Master Agreement;
  4. we have examined the RFP Documents and confirm that we have received all pages of the RFP Documents;
  5. 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;
  6. our Proposal is based on the terms and conditions of the RFP Documents;
  7. we acknowledge and accept the limit of liability set out in RFP Section 7.1;
  8. we acknowledge that, except as explicitly provided in RFP Section 7.1, the submission of this Proposal creates no legal or contractual obligations or rights on the University or the Proponent, all as set out in RFSQ Section 10.1; and
  9. we acknowledge and agree that rates for our services will be determined on an assignment specific-basis and may include block fees, blended rates or other innovative fee structures as may be negotiated between us and the University.

1. Conflict of Interest and Confidential Information
   * 1. We confirm that we do not have any actual or perceived 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 Form of Statement of Work, except as disclosed in the Conflict of Interest Declaration submitted in accordance with RFP Section 3.3.
     2. 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:

**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.]**

Signed by person or persons authorised to  
bind the Proponent in accordance with RFSQ   
Section 4.2

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

# Attachment 1 to Schedule B

**SUBCONTRACTORS**

Name of Proponents: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Proponent intend to use the following qualified subcontractors to deliver the Work with the consent of the University:

|  |  |
| --- | --- |
| **Name of Subcontractor** | **Description of Work to Be Provided By Subcontractor** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

# SCHEDULE C SUBMISSION REQUIREMENTS

**SUBMISSION REQUIREMENTS**

**SCHEDULE C TO THE RFP-PRICE SCHEDULE**

**Proponents are requested to provide their pricing response, including Proponent's name in Scheduled C -Attachment 1**

**(See attached Excel file)**



# SCHEDULE D FORM OF STATEMENT OF WORK

**FORM OF STATEMENT OF WORK**

**SCHEDULE D TO THE RFP**

**STATEMENT OF WORK (“SOW”)**

**SOW-No. ORE20251178**

This Statement of Work (“**SOW**”) dated **[•]**, is issued by the Governing Council of the University of Toronto (“**the** **University**”) to **[•]** (“**Supplier**”) pursuant to the Master Agreement (the “**Agreement**”) entered into between the Parties effective **October 20, 2025**. This SOW incorporates herein the terms and conditions of the Agreement. In the event of a conflict or inconsistency between the terms of the Agreement and this SOW, the terms of the Agreement shall prevail. All capitalized terms not defined herein shall have the meaning specified in the Agreement.

**GOODS AND/OR SERVICES:**

To provide all labour, plant, equipment, and materials necessary to perform the completion of Work as described in Scope of Work -Appendix 1 for Louis B. Observatory Revitalization at 1st floor, Louis B. Stewart Observatory (SAC) (Building #120):

|  |  |
| --- | --- |
| **Item #** | **Detailed Description of Scope of Work / Service Requirement** |
| 1 | Ceiling |
| 2 | Network |
| 3 | Wall Finishes/ Windows |
| 4 | Flooring |
| 5 | Security |

**TIMETABLE:**

Estimated commencement date: December 1, 2025

Estimated Completion date: January 31, 2026

**PROJECT MANAGEMENT:**

Supplier Project Leader: **[●]**

University Project Leader: My Linh Elliott

Email: [mylinh.elliott@utoronto.ca](mailto:mylinh.elliott@utoronto.ca)

All work must follow UofT Design Standards <https://www.fs.utoronto.ca/projects/design-standards-and-project-forms/>

**FEES FOR SERVICES:**

**INVOICING INSTRUCTION:**

1. The successful bidder shall submit invoices upon completion of each Phase/or progress of the work, totaling the lump sum in duplicate to the University.
2. All invoices submitted shall correspond to progress reports and each invoice will clearly indicate what work was completed and what type of work was completed

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.

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. The successful Tenderer shall submit invoices upon completion of each Phase/or progress of the work, totalling the lump sum in duplicate to the University. Invoices shall state detailed descriptions of products delivered and/or services rendered, dates, times, and locations. U O T purchase order numbers must appear on all invoices.
7. All invoices submitted shall correspond to progress reports and each invoice will clearly indicate per room number what work was completed and what type of work was completed.

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

**IN WITNESS WHEREOF** the Parties have executed this SOW as of the date set out above.

|  |
| --- |
| **[SUPPLIER]** |
| Per:   Name:  Title: |
| I have authority to bind the corporation. |
|  |
| **THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO** |
| Per:   Name:  Title: |
| I have authority to bind the University. |
|  |

**SCHEDULE D- APPENDIX 1**

**SCOPE OF WORK**

**APPENDIX 2**

**Smoke Free Policy**

**APPENDIX 3**

**Lab Safety Policy**