

**Financial Services**

**Purchasing and Payment Services**

**REQUEST for PROPOSAL (RFP)**

**General Contracting Services**

**CED 3rd Floor Multimedia Room Renovations**

**RFP No: 2024-084-AM**

Toronto is in the 'Dish With One Spoon Territory’.  The Dish With One Spoon is a treaty between the Anishinaabe, Mississaugas and Haudenosaunee that bound them to share the territory and protect the land. Subsequent Indigenous Nations and peoples, Europeans and all newcomers have been invited into this treaty in the spirit of peace, friendship and respect.

**DATE ISSUED: OCTOBER 23, 2024**

**SPECIAL NOTE: HARD COPY SUBMISSIONS ARE NOT ACCEPTED. ALL PROPOSALS MUST BE SUBMITTED TO BONFIRE IN ACCORDANCE WITH THE SUBMISSION INSTRUCTIONS CONTAINED HEREIN.**

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1. **DEFINITIONS**

The terms used throughout this RFP document shall have the following meanings:

**“Addendum”** has the meaning set out in Section 3.2(1).

**"Business Day"** means any working day, Monday to Friday inclusive, but excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Christmas Day; Boxing Day and any other day which The University has elected to be closed for business;

**“Confidential Information”** has the meaning set out in Section 3.7(1);

**“Conflict of Interest”** has the meaning set out in Section 3.5(1);

**“Deliverables”** means the goods and/or services as described in Appendix B to this RFP;

**“Dispute”** has the meaning set out in Section 6.4(1);

**“Draft Agreement”** has the meaning set out in Section 2.1(2);

**“Evaluation Committee”** has the meaning set out in Section 5.1(1);

**“Final Agreement”** has the meaning set out in Section 6.2(1);

**“Final Proposal Score”** has the meaning set out in Section 5.2(4);

**“FIPPA”** has the meaning set out in Section 3.7(5);

**“Negotiations Proponent”** has the meaning set out in Section 6.1(1);

**“Presentation”** has the meaning set out in Section 5.1(5);

**“Proper Invoice”** has the meaning set out in the Construction Act, R.S.O. 1990, c. C. 30 (the “Construction Act”).

**“Proponent”** has the meaning set out in Section 2.1(3);

**“Proponents Meeting”** has the meaning set out in Section 3.6(1);

**“Proposal”** has the meaning set out in Section 2.1(3);

“**Rectification Deadline”** has the meaning set out in Section 5.1(4);

**“Rectification Notice”** has the meaning set out in Section 5.1(4);

**“Request for Clarification”** has the meaning set out in Section 5.1(3);

**“Response to Questions Document”** has the meaning set out in Section 3.3(3);

**“RFP”** has the meaning set out in Section 2.1(1);

**“RFP Contact”** means The University’s secure e-mail address for all related correspondence to this RFP as set out in Section 3.3(1);

**“RFP Documents”** has the meaning set out in Section 2.4(1);

**“RFP Notice”** has the meaning set out in Section 3.3(6);

**“RFP Process”** has the meaning set out in Section 2.1(4);

**“Site Visit”** has the meaning set out in Section 3.6(2);

**“Submission Deadline”** has the meaning set out Section 3.1(1);

**“Successful Proponent”** has the meaning set out in Section 2.1(3);

**“Timetable”** has the meaning set out in Section 3.1(1); and

“**University**” means Toronto Metropolitan University;

1. **INTRODUCTION**
   1. **General**
      * 1. This Request for Proposals (“RFP”) is issued by The University in respect of the project briefly described in Appendix A – RFP Information and for the Deliverables more particularly described in Appendix B – Deliverables.
        2. The purpose of this RFP is to select a vendor or vendors with whom The University intends to enter into negotiations, if applicable, and ultimately enter into an agreement, substantially in the form attached as Appendix E(the “Draft Agreement”), to provide the Deliverables for the term set out in Appendix A – RFP Information.
        3. In this RFP, parties that submit documents in response to this RFP are referred to as “Proponents” and their submissions are referred to as “Proposals”. The entity that is selected by the University to enter into the Final Agreement with the University is referred to as the “Successful Proponent”. The maximum number of Successful Proponents that the University intends to select for this RFP is set out in Appendix A – RFP Information.
        4. The procurement process commences with the issuance of this RFP and terminates either,
           1. on the cancellation or discontinuation of this RFP Process by the University, if such cancellation or discontinuation occurs; or
           2. on the execution of a Final Agreement by the Successful Proponent and the University,

whichever is first. The procurement process from the issuance of this RFP until the end of the procurement process as set out in this Section 2.1(4) is referred to as the “RFP Process”.

* 1. **About the University** 
     + 1. The University’s vision is to be Canada’s leading comprehensive innovation university, a leader in high-quality, career-related education fostering innovation and entrepreneurship. With a mission to serve societal need, and a long-standing commitment to engaging its community, the University offers more than 125 undergraduate and graduate programs in the Faculties of Arts; Community Services; The Creative School; Engineering and Architectural Science; Law; Science; the Ted Rogers School of Management; and the Yeates School of Graduate Studies.
       2. Distinctly urban, culturally diverse and inclusive, the University is home to more than 48,000 students, including 3,000 master’s and PhD students, over 4,000 faculty and staff and nearly 235,000 alumni worldwide.
       3. In September 2020, the University opened a new faculty of law, it is the first new law school to open in Toronto since 1889. More than 70 career-oriented graduate programs, including 19 at the doctorate level, are being offered through the Yeates School of Graduate Studies.
       4. In the fall of 2025, the University plans to open a new school of Medicine located in Brampton, Ontario. The program will be home to more than 80 undergraduate seats and 95 postgraduate seats. The school will be focused on providing a new model of care that is community driven, inclusive and addresses the systemic cultural inequities currently faced by the healthcare system.
       5. Research at the University is on a trajectory of success and growth, receiving $102.2 million in research funding in 2021-2020. Grants from the Tri-Agencies – the Canadian Institutes of Health Research (CIHR), the Natural Sciences and Engineering Research Council of Canada (NSERC) and the Social Sciences and Humanities Research Council of Canada (SSHRC) – saw increases of 92.07%, 27.23% and 9.84%, respectively, over the previous 2019–20 fiscal period. Scholarly, research and creative activity is central to the University’s mission. The University's Strategic Research Plan identifies six strategic themes that highlight where the institution is driving SRC intensity, impact, and excellence. The strategic themes are: Urban Innovation; Justice, Equity & Society; Culture & Creativity; Work, Skills, Industry; Health & Well-Being; and Technology & Intelligent Systems.
       6. A selection of centres and institutes include the Future Skills Centre, the Rogers Cybersecure Catalyst, the Dias, The Centre for Immigration and Settlement, the Centre for Urban Energy (CUE), the Institute for Biomedical Engineering, the Centre for Urban Research and Land Development (CUR), Science and Technology (iBEST), Urban Water, and the Yellowhead Institute.
       7. Guided by the principles of the [Campus Master Plan](https://www.ryerson.ca/facilities-management-development/campus-development/campus-master-plan/?_gl=1*9mujbp*_gcl_aw*R0NMLjE2NzUxMDgzMTIuQ2owS0NRaUE4dDJlQmhEZUFSSXNBQVZFZ2EwNGhLTk9NNlU4Qng2cl9iVHZzaWNCNEpScVFVSXJrWXNKUURrcHJPM196Y0RjaklfRy1VTWFBb25oRUFMd193Y0I.), the University is [reshaping the downtown core of Toronto](https://www.torontomu.ca/facilities-management-development/campus-development/). In the past few years the University has taken major initiatives to transform the neighbourhood, most recently opening the Daphne Cockwell Health Sciences Complex on Church Street that brings together four schools within the Faculty of Community Services and provides state-of-the-art learning spaces including labs and classrooms, as well as a student residence. Other major projects include the 202 Jarvis Street project, Elevator Modernization Plan, and The Gerrard Street Redevelopment Project.
  2. **Mission of the University** 
     + 1. The special mission of the University is the advancement of applied knowledge and research to address societal needs, and the provision of programs of study that provide a balance between theory and application and that prepare students for careers in professional and quasi-professional fields.
       2. As a leading centre for applied education, the University is recognized for the excellence of its teaching, the relevance of its curriculum, the success of its students in achieving their academic and career objectives, the quality of its scholarship, research and creative activity and its commitment to accessibility, lifelong learning, and involvement in the broader community.
  3. **The RFP Documents**
     + 1. The RFP documents (the “RFP Documents”) are:
          1. This RFP;
          2. Appendix A – RFP Information;
          3. Appendix B – Deliverables;
          4. Appendix C – Proposal Acknowledgement Form;
          5. Appendix D – Price Form;
          6. Appendix E – Draft Agreement;
          7. Appendix F - Project Team Members;
          8. Appendix G - Curriculum Vitae;
          9. Appendix H - Reference Documents; and
          10. Addenda to the RFP Documents, if any.
       2. The RFP Documents should be read as a whole. The Appendices and Addenda, if any, constitute an integral part of this RFP and are incorporated by reference.
       3. Proponents shall obtain all RFP Documents in accordance with the instructions set out in Appendix A – RFP Information.
  4. **Conflict of Documents**
     + 1. For the purposes of this RFP Process, if there are any conflicts or inconsistencies among the terms and conditions comprising the RFP Documents, the following applies:
          1. In respect of matters of interpretation related to the RFP Process and all procurement matters, this RFP prevails over the Appendices to this RFP;
          2. In respect of all matters of interpretation of the nature of the Deliverables, Appendix B – Deliverables, prevails over this RFP and the Appendices to this RFP;
          3. For the purposes of resolving conflicts or inconsistencies among the documents that constitute the Draft Agreement, the provisions of the Draft Agreement dealing with conflicts and ambiguities governs.
  5. **Proponent Review of Documents and Information**
     + 1. Each Proponent is solely responsible, at its own costs and expense, to carry out its own independent research, due diligence, or to perform any other investigations, including seeking independent advice, considered necessary by the Proponent to satisfy itself as to all existing conditions affecting the Deliverables or the Draft Agreement. The Proponent’s obligations set out in this Section 2.6(1) apply regardless of any information contained in the RFP Documents or in any responses to questions issued by the University.
       2. The University does not represent or warrant the accuracy or completeness of any information set out in the RFP Documents or the Response to Questions Document or made available to Proponents. The Proponent shall make such independent assessments as it considers necessary to verify and confirm the accuracy and completeness of all such information and any use of or reliance by Proponent on any and all such information is at the Proponent’s sole risk and without recourse to the University.

1. **THE RFP PROCESS**
   1. **Timetable**
      * 1. The deadline for submission of Proposals (the “Submission Deadline”) and the general timetable for the RFP Process (including any dates or times for events related to the RFP Process) (the “Timetable”) are set out in Appendix A – RFP Information.
        2. The University may amend the Timetable, including the Submission Deadline, in its sole discretion by issuing an Addendum.
   2. **Addenda/Changes to RFP Documents**
      * 1. The University may, in its sole discretion, amend or supplement the RFP Documents prior to the Submission Deadline. The University shall issue changes to the RFP Documents by addenda issued by the method set out in Appendix A – RFP Information (each an “Addendum”). No other statement, whether oral or written, made by the University or its employees or representatives, including for clarity the RFP Contact, amends the RFP Documents.
        2. The Proponent is solely responsible to ensure that it has received all Addenda issued by the University and, by submitting a Proposal the Proponent is deemed to have read and accepted the terms of all Addenda.
        3. The University will distribute Addenda to prospective Proponents via the method set out in Appendix A – RFP Information.
   3. **RFP Contact and Questions**
      * 1. **The Proponent shall submit all questions and inquiries regarding the RFP Documents, the RFP Process or their Proposal via email, in writing and in English to the “RFP Contact” at: bids@torontomu.ca.**
        2. On each inquiry submitted to the RFP Contact, the Proponent shall reference: i) the RFP number contained on the covering page of this RFP; ii) the project name; and iii) any other applicable identifying information. Inquiries should be submitted to the RFP Contact as early as possible, and no later than the date set out in the Timetable.
        3. Proponents are encouraged to submit questions and inquiries in the following format:

|  |  |
| --- | --- |
| **RFP/Agreement Section Reference** | **Question** |
|  |  |

* + - 1. The University shall provide prospective Proponents with responses to the questions that are submitted in a “Response to Questions Document”, no later than the time set out in the Timetable. The University will distribute the Response to Questions Document to potential Proponents via the method for RFP Document distribution set out in Schedule A – RFP Information.
      2. The Response to Questions Document is not an RFP Document and does not amend the RFP Documents.
      3. The University may issue notices for the information of Proponents on matters relating to the RFP Process (“RFP Notices”). RFP Notices are not RFP Documents and do not amend the RFP Documents.
  1. **Communications Restrictions**
     + 1. A Proponent shall not, and shall ensure that its representatives do not, issue or disseminate any media release, public announcement or public disclosure that relates to the RFP Process, the RFP Documents or the Deliverables, without the prior written consent of the University.
       2. A Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent, any information whatsoever regarding the preparation of its own Proposal or the Proposal of another Proponent. Each Proponent shall prepare and submit Proposals independently and without any connection, knowledge, comparison of information or arrangement, direct or indirect, with another Proponent.
  2. **No Conflict of Interest**
     + 1. Each Proponent shall disclose any potential, perceived or actual Conflict of Interest of the Proponent to the RFP Contact and in its Proposal Acknowledgement Form. “Conflict of Interest” means, in relation to this RFP Process, a circumstance where a Proponent has other information, commitments, relationships or financial interests that could or could be seen to give rise to an unfair advantage to the Proponent in the RFP Process, including but not limited to:
          1. having or having access to confidential information of the University in the preparation of its Proposal that is not available to other Proponents;
          2. having information, commitments, relationships or financial interests or engaging in behavior that could or could be seen to exercise improper influence over objective, unbiased decision-making by the University; or
          3. engaging in conduct that compromises or could be seen to compromise the integrity of the RFP Process.
       2. The University may, in its sole discretion,
          1. waive any Conflict of Interest;
          2. impose conditions on a Proponent that require the management, mitigation and/or minimization of any Conflict of Interest; or
          3. if a Proponent is determined to have a Conflict of Interest that cannot be managed, mitigated or minimized, disqualify a Proposal submitted by such Proponent.
       3. Upon discovery of a Conflict of Interest at any point during the RFP Process, a Proponent shall promptly disclose the Conflict of Interest in a written statement to the RFP Contact. If the University discovers a Proponent’s failure to disclose a Conflict of Interest, the University may disqualify the Proponent or terminate any Final Agreement awarded to that Proponent pursuant to this RFP Process.
       4. If the Proponent intends to perform any portion of the Deliverables through a subcontractor, the Proponent must disclose the name of the subcontractor(s) in the Proposal Acknowledgement Form and the Proponent must disclose all Conflicts of Interest of the subcontractor. The provisions of this RFP Section 3.5 apply to all subcontractors of the Proponent and the University reserves the right to disqualify the Proponent and terminate any Final Agreement upon the discovery of a Conflict of Interest with a subcontractor.
  3. **Meetings, Site Visits and Interviews with Proponents**
     + 1. The University may, in its sole discretion, convene a meeting of all potential Proponents in advance of the Submission Deadline (a “Proponents Meeting”). Appendix A – RFP Information sets out whether a Proponents Meeting will be held and other information regarding the Proponents Meeting. The date and time of the Proponents Meeting is set out in the Timetable.
       2. The University may, in its sole discretion, conduct site visits for Proponents during the RFP Process (a “Site Visit”). Appendix A – RFP Information sets out whether a Site Visit will be held and other information about the Site Visit, including whether attendance is mandatory or optional. The date of the Site Visit is set out in the Timetable.
       3. While on the University’s property (whether owned or leased), Proponent personnel shall observe all applicable policies, procedures and regulations of the University including, but not limited to the *Discrimination and Harassment Prevention Policy*, the *Workplace Civility and Respect Policy*, and the University’s Environmental Health and Management System policy and requirements. The University’s policies can be accessed on-line at: <https://www.torontomu.ca/policies/>.
       4. Any statement, consent, waiver, acceptance, approval or anything else said or done in any Proponents Meeting or Site Visit by the University or its employees or representatives is non-binding, does not amend the RFP Documents and should not be relied upon by Proponents.
  4. **Confidentiality, FIPPA and IP Matters**
     + 1. All information, of any kind whatsoever and in any format, supplied by the University to the Proponent during this RFP Process and any information derived from such information (“Confidential Information”):
          1. is the property of the University and must be treated as confidential;
          2. is not to be used for any purpose whatsoever other than responding to this RFP and the fulfillment of the Successful Proponent’s obligations under any subsequent Final Agreement; and
          3. if requested by the University, is to be returned by the Proponent to the University no later than ten days after a written request by the University.
       2. The University may provide Proposals to any person involved in the review and evaluation of the Proposals on behalf of the University and may make copies of and retain the Proposal.
       3. The Proponent shall not use in any way the University’s name or any trade names, trade-marks or other proprietary designations of the University.
       4. All Proposals submitted prior to the Submission Deadline become the property of the University and will not be returned to the Proponent.
       5. The Proponent acknowledges that information provided to the University, including the Proposal, is subject to the *Freedom of Information and Protection of Privacy Act* (Ontario) (“FIPPA”). Proponents are advised that FIPPA does provide protection for confidential and proprietary business information. Proponents are encouraged to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked in their Proposals.
  5. **Proponent Costs**
     + 1. The Proponent shall bear all costs and expenses of any kind incurred by it relating to any aspect of its participation in this RFP Process.
  6. **Applicable Law**
     + 1. This RFP and the Final Agreement are governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein. The University and Proponent attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.
       2. In providing the Deliverables, the Successful Proponent will be required to comply with all applicable law and regulations which, for clarity, includes but is not limited to the *Accessibility for Ontarians with Disabilities Act* (Ontario), the *Occupational Health and Safety Act* (Ontario), the *Workplace Safety and Insurance Act, 1997* and any applicable regulations.

1. **SUBMISSION, MODIFICATION AND WITHDRAWAL OF PROPOSAL**
   1. **Proposal Content and Proposal Submission**
      * 1. The Proponent is strongly encouraged to prepare its Proposal (including the Proposal Acknowledgement Form) in accordance with the form and content requirements set out in Appendix A – RFP Information.
   2. **Proposal Content and Proposal Submission**
      * 1. Each Proponent shall submit its Proposal prior to the Submission Deadline and in accordance with the following and any additional instructions set out in Appendix A – RFP Information:
           1. Proposals must be submitted in electronic searchable form to the University’s purchasing portal at: <https://tmu.bonfirehub.ca/>;
           2. Unless otherwise stated in Appendix A - RFP Information, each electronic file for the Proposal must be less than 1000 MB in size; and
           3. Proposals (including each individual uploaded file) should contain the RFP Number included on the cover page of this RFP.
        2. Proponents are advised that uploading large PDF files to the University’s purchasing portal may take significant time, depending on the internet connection speed of the Proponent. The University’s electronic portal will not permit a Proposal to be uploaded after the Submission Deadline and all electronic PDF files must be fully uploaded to the University’s purchasing portal prior to the date and time set out in the Submission Deadline. It is the sole responsibility of the Proponent to ensure that the Proposal is uploaded prior to the Submission Deadline.
        3. The University will not accept: i) late Proposals; or ii) Proposals in hard copy, by fax or by email.
        4. The Proponent should prepare its Proposal assuming that the key terms and conditions set out in the Draft Agreement will be required in any Final Agreement. In any negotiation, the Proponent will be considered to have taken these key terms and conditions into account in its Proposal and in its pricing.
   3. **Withdrawing and Amending Proposals** 
      * 1. At any time throughout the RFP Process, a Proponent may withdraw a submitted Proposal by providing notice in writing to the RFP Contact. The University is under no obligation to return withdrawn Proposals. A Proponent may amend their Proposal after submission, but only if the amended Proposal is resubmitted prior to the Submission Deadline.
2. **EVALUATION,CLARIFICATION AND VERIFICATION OF PROPOSALS**
3. **Evaluating Proposals**
   * + 1. The University will evaluate the Proposals in accordance with the evaluation criteria set out in the RFP Documents, including Appendix A – RFP Information. The University will establish an evaluation committee (the “Evaluation Committee”) for the purposes of evaluating Proposals in accordance with the RFP Documents. The University, in its sole discretion, will determine the size, structure and composition of the Evaluation Committee.
       2. Unless the RFP Documents explicitly state that a Proponent will or may be disqualified for a particular failure to comply with the requirements of the RFP Documents (such as any mandatory requirements), Proponents will not be disqualified for failing to comply with the requirements for format and content set out in the RFP Documents. However, Proponents are likely to be penalized in the scoring of their Proposals if they fail to comply with the requirements of the RFP Documents.
       3. At any time during the evaluation of Proposals, the University may request that the Proponent:
          1. clarify or verify the contents of its Proposal or any statement made by the Proponent; or
          2. submit supplementary documentation to clarify or verify matters contained in its Proposal,

(each a “Request for Clarification”). Proponents will respond to each Request for Clarification in the timeframe specified by the University in such request. Notwithstanding the foregoing of this Section 5.1(3), the University is not obliged to issue a Request for Clarification to any Proponent.

* + - 1. The University may, in its sole discretion, provide an opportunity to Proponents to rectify identified deficiencies in Proposals containing deficiencies in mandatory requirements after the Submission Deadline, but prior to evaluation by the University. If a deficiency is identified, the University may send a Rectification Notice (the “Rectification Notice”) to the Proponent. Rectifications submitted by the Proponent must be received by the University no later than 48 hours from the date and time of issuance of the Rectification Notice by the University (the “Rectification Deadline”). Only Rectifications submitted in answer to a Rectification Notice from the University will be considered valid. The University may, in its sole discretion, disqualify any Proposals which do not meet the mandatory requirements by the Rectification Deadline.
      2. The University may require Proponents to provide an in-person presentation as a component of the evaluation process (a “Presentation”). If a Presentation is required, information regarding the Presentation will be set out in Appendix A – RFP Information.
      3. The University may require Proponents to attend an interview as a component of the evaluation process (an “Interview”). If an Interview is required, information regarding the Interview will be set out in Appendix A – RFP Information.
      4. The University is committed to prescribing technical specifications for the goods or services being procured in this RFP in terms of performance and functional requirements. Unless explicitly stated in Appendix A, Proponents may propose any alternative manufacturers than what is listed in the specification documents. For clarity if a Proponent wishes to submit an alternate manufacturer as part of their Proposal they should submit the alternate specification to the RFP Contact prior to the question and acceptance deadline as outlined in the RFP Timetable with any necessary specification documents.

1. **Stages of Evaluation**
   * + 1. **Stage 1 - Mandatory Requirements**. If applicable to this RFP Process, the University will review all of the Proposals to determine whether the Proponents have substantially complied with all mandatory requirements listed in Appendix A – RFP Information. Proposals that do not substantially comply with all of the mandatory requirements may, in the sole discretion of the University, be subject to disqualification and not considered further in the RFP Process.
       2. **Stage 2 - Qualitative Evaluation**. The Evaluation Committee will conduct a qualitative evaluation and score all of the Proposals that passed Stage 1 of the evaluation against the evaluation criteria set out in Appendix A – RFP Information. The University may require that Proponents receive a pre-established minimum passing score before being eligible to be considered further in the RFP Process. If the University intends to require a minimum passing score, the minimum passing score and any related requirements are set out in Appendix A –RFP Information.
       3. **Stage 3 – Price Evaluation**. The Evaluation Committee will conduct a quantitative evaluation of the Proponent’s Price Form and will score all of the Proposals that pass Stage 2 of the evaluation against the financial evaluation criteria set out in Appendix A – RFP Information.
       4. **Stage 4 – Ranking**. The score established based on Sections 5.2(2) and 5.2(3) is the “Final Proposal Score” for the Proponent. The Evaluation Committee will rank those proposals that have met all of the requirements of Stage 1, Stage 2 and Stage 3 of the evaluation based on the Final Proposal Scores.
2. **Right to Disqualify**
   * + 1. The University may, in its sole discretion, disqualify a Proponent or reverse its decision to identify a Proponent as a Negotiations Proponent or a Successful Proponent at any time prior to execution of a Final Agreement if:
          1. The Proponent fails to cooperate in any attempt by the University to clarify or verify any information provided by the Proponent;
          2. The Proponent fails to comply with applicable law;
          3. The Proponent’s Proposal contains false or misleading information or a misrepresentation;
          4. In the opinion of the University, acting reasonably, Proponent or any of its representatives directly or indirectly colluded with one or more of the other Proponents in its preparation of its Proposal or otherwise contravened Section 3.5; or
          5. The Proponent has committed a material breach of any existing agreement between Proponent and the University;
          6. Final judgments in respect of serious crimes or other serious offences; or
          7. Professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent; or
          8. Significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts; or
          9. bankruptcy or insolvency.
3. **NEGOTIATION AND IDENTIFICATION OF SUCCESSFUL PROPONENT**
   1. **Negotiations Proponent and Successful Proponent** 
      * 1. At the end of the evaluation process and based on the ranking of the Proponents, the University may identify one or more Proponents with whom it wishes to enter negotiations (each a “Negotiations Proponent”), by written notification. Negotiations are intended to lead to the identification of one or more Negotiations Proponent(s) as a Successful Proponent and if negotiations are successful the University will identify a Successful Proponent by providing written notice. If negotiations with a Negotiations Proponent are unsuccessful, in the sole opinion of the University, the University may enter into negotiations with the next highest ranked Proponent or the University may elect to discontinue negotiations.
        2. The University may, in its sole discretion impose time limits on negotiations with any Negotiations Proponent.
        3. At the time a Successful Proponent is notified pursuant to Section 6.1(1), the Successful Proponent and the University shall enter into discussions to finalize the Draft Agreement. Unless the University initiates negotiations in accordance with Section 6.1(1), the Successful Proponent shall sign the Draft Agreement in substantially the same form and substance as set out in Appendix E – Draft Agreement.
        4. Notwithstanding anything to the contrary in this RFP, if the University, in its sole discretion, acting reasonably, is of the opinion that a Proponent submitted a price that is too low to be sustainable and to ensure the performance of the Deliverables, the University may decline to award the Final Agreement to that Proponent.
   2. **Award of Final Agreement**
      * 1. The “Final Agreement” means the Draft Agreement and, if negotiations are initiated by the University, any amendments to the Draft Agreement negotiated and agreed to by the University and the Successful Proponent in accordance with Section 6.1.
        2. The Successful Proponent acknowledges and agrees that the University’s decision to enter into any Final Agreement is conditional on and subject to the Evaluation Committee obtaining any necessary authorizations and approvals required in connection with the Deliverables, including budgetary and/or external funding agency approval, if applicable.
        3. The award of a Final Agreement to a Successful Proponent is conditional on the Successful Proponent providing the information outlined in Section 6.2 of Appendix A to the University, in accordance with the timeframes specified by the University.
        4. The University will post notification of award of the Final Agreement to the Successful Proponent(s) via the method set out in Appendix A – RFP Information. For clarity, notification of award will not occur until both the Successful Proponent and the University have executed the Final Agreement.
        5. Subject to RFP Section 6.2(6), the Successful Proponent shall not commence performance of the Deliverables until both parties have signed the Final Agreement.
        6. After identification of the Successful Proponent (or Negotiations Proponent, if applicable) but prior to execution of the Final Agreement, the University may, in its sole discretion, engage the Successful Proponent/Negotiations Proponent to perform portions of the Deliverables. The University may issue a purchase order to the Successful Proponent (or Negotiations Proponent, as applicable) for that portion of the Deliverables requested and the terms of the University purchase order shall govern the performance of that portion of the Deliverables.
   3. **Debrief**
      * 1. Unsuccessful Proponents may request a debrief from the University by submitting a request in writing to the RFP Contact no later than 60 days after the University’s posting of the notification of award on MERX. The University will not release any information regarding the RFP Process to any unsuccessful Proponent prior to the scheduled debrief.
   4. **Dispute Resolution**
      * 1. Where a Proponent has a concern, complaint or dispute relating to the RFP Process (a “Dispute”), the Proponent must notify the RFP Contact of the Dispute, including all details relating to the Dispute, in writing. The RFP Contact will acknowledge receipt of the communication, in writing, within 5 business days and will provide a response to the Proponent within 10 business days.
4. **GENERAL LEGAL MATTERS AND RIGHTS OF THE UNIVERSITY**
   1. **General Rights of the University**
      * 1. The University may, in its sole discretion,
           1. reject any or all of the Proposals;
           2. accept any Proposal;
           3. 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;
           4. if only one Proposal is received, elect to accept it or reject it;
           5. elect to cancel the RFP Process at any time before the end of the RFP Process (including after the identification of a Successful Proponent) but, for clarity, before execution of the Final Agreement;
           6. choose to award a Final Agreement for the entire Project or for any phase or phases of the Project;
           7. after the cancellation of the RFP Process, if any, subsequently advertise or call for new submission for the same or different subject matter of these RFP Documents with the same or different participants;
           8. alter the Timetable, the RFP Process or any other aspect of the RFP Documents; and
           9. waive the minimum passing score.
        2. The University is not liable for any expense, cost, loss or damage incurred or suffered by any Proponent or any of its representatives or any person connected with any of them, as a result of any action taken by the University in accordance with Section 7.1(1).
5. **Non-Binding RFP Process**
   * + 1. This document is a request for proposals in respect of the Deliverables and is not a tender. Neither the RFP Documents nor submission of any Proposals in response to the RFP Documents, in any way whatsoever, creates a binding agreement between the University and any Proponent. For clarity, these RFP Documents are not intended to be an offer to enter into a bidding contract with Proponents (often referred to as “Contract A”) and no agreement of any kind exists between the Successful Proponent and the University until a Final Agreement, if any, has been formally executed by the Successful Proponent and the University.
6. **Limitation on Liability**
   * + 1. Notwithstanding that in accordance with Section 7.2(1) this RFP is not a tender and is 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 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 the University, 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, shall be no greater than the Proponent’s costs of preparing its Proposal or $5,000, whichever is less.
7. **Payment Requirements**
   * + 1. Successful Proponent(s) must submit invoices in accordance with the information required in SUPPLEMENTARY CONDITIONS TO CCDC 2 – 2020, ARTICLE A-5 – PAYMENT, 5.1.4.
       2. ARTICLE A-6 – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING, 6.6.1 (i)

Invoices must be submitted to:

* + - * 1. [fmd.invoices@torontomu.ca](mailto:fmd.invoices@torontomu.ca);
        2. The Architect/Payment Certifier; and,
        3. The Project Manager.
      1. Applications for payment and Proper Invoices will be considered given or delivered by the Successful Proponent(s) to the University when they are received by the University and such receipt can be verified, as detailed above.

# APPENDIX A – RFP INFORMATION

|  |  |
| --- | --- |
| **RFP Section** | **Description** |
| RFP Section 2.1(1) – Brief Description of the Project | This Request for Proposal is an invitation to prospective Proponents to submit a Proposal indicating their organizations capability and resources in providing general contracting services for the interior renovation to the CED 3rd floor to create a multi-media lab, green room and video editing room as further described in Appendix B - Deliverables (the “Deliverables).  The University intends to execute an agreement in the form of a CCDC 2 -2020 Stipulated Price Contract with Supplementary Conditions, as provided in Appendix E. |
| RFP Section 2.1(2) – Term of Final Agreement | The term of the Final Agreement is 6 months beyond Substantial Completion of the Work. |
| RFP Section 2.1(3) – Maximum Number of Successful Proponents | The maximum number of Successful Proponents for this RFP is One (1) |
| RFP Section 2.4(3) – RFP Documents | 1. Proponents shall obtain all RFP Documents on the **MERX site** available at[**www.merx.com**](http://www.merx.com) 2. Proponents shall submit all required documents on the **Bonfire web*site*** available at:   [***https://tmu.bonfirehub.ca/opportunities/85689***](https://tmu.bonfirehub.ca/opportunities/85689) |
| RFP Section 3.1 - Timetable | |  |  | | --- | --- | | **Event** | **Date/Time** | | 1. Date of Issuance of RFP | **October 23, 2024** | | 1. **Date of mandatory Site Visit** | **October 30, 2024, 11:00AM** | | 1. Last Day for Proponent Questions | **November 5, 2024, 4:00 PM** | | 1. Last Day for response to Proponent Questions and issue Addenda | November 8, 2024, 4:00 PM | | 1. **Submission Deadline** | November 15, 2024, at 2:00:00 PM ET | | 1. Identification of Successful Proponent | Approximately November 29, 2024 | |
| RFP Section 3.6(1) – Proponents Meeting | **Not Applicable** |
| RFP Section 3.6(2) – Site Visit | To gain a better understanding of the existing site conditions and constraints, all Proponents are requested to attend a **MANDATORY** Site Visit **October 30, 2024, 11:00 AM**  **Site Visit Registration date: On or before October 29, 4:00 PM**.  To register for Site Visit, please email bids@torontomu.ca by referencing the RFP and including the name and email address of the individual(s) attending.  For clarity, registration is not required to attend the Site Visit; however, it does assist us in our planning.  Please meet us at the lobby of 285 Victoria Street, Toronto, M5B 1W1 (VIC Bldg.) in order to sign in with the University’s Procurement Representative.  Please note that the Site Visit is expected to be no more than 1 hour in length.  For directions, please see the University’s [website](https://www.torontomu.ca/content/dam/maps/pdf/campus_map.pdf). |
| RFP Section 4.1(1) – Proposal Form and Content Requirements | **PROPOSAL FORM AND CONTENT REQUIREMENTS**  **Stage1 -Mandatory Submission Requirements**  **1. File #1 - Proposal Acknowledgement Form**   1. Each Proponent shall complete, sign and submit a Proposal Acknowledgement Form. The Proposal Acknowledgement Form forms part of the Proposal.   **Stage 2-** **Scored Submission Requirements**  **2. File # 2 - Company Information**  **(File #2 shall contain a maximum of two (2) pages. Any pages that exceed the maximum number of pages will not be reviewed or evaluated).**   1. Provide a company/entity profile including but not limited to: company/entity history, description of services provided (including project work), number of years in business, number of employees, company organizational chart, number of location, list of current customer base, a list of certifications, licenses, affiliations, accreditations, associations that are relevant to the Deliverables.   **3.. File # 3 - Relevant Project Experience**  **(File #3 shall contain a maximum of six (6) pages). Any pages that exceed the maximum number of pages will not be reviewed or evaluated).**   1. Submit relevant details of three (3) comparable past projects of similar scope, size and complexity, in a downtown setting within occupied buildings and for the University or for other similar institutions.   All referenced projects should have been completed by the Proponent over the past five (5) years  Proposals that include comparable projects that have the same project team members proposed in File #5 will be given a higher score.  **4. File # 4 - Project Team Members**   1. Each Proponent should submit the following:   One (1) completed **Appendix F - Project Team Members** Appendix F forms part of the Proposal;  Minimum of three (3) completed **Appendix G - Curriculum Vitae** for the roles listed below:  One (1) Appendix G - Curriculum Vitae for each of the following Project Team members (also identified in the completed Appendix I):   1. Project Manager; 2. Site Supervisor; and 3. Site Safety Representative.   **5. File #5 - Understanding the Assignment**  **(File #5 shall contain a maximum of three (3) pages. Any pages that exceed the maximum number of pages will not be reviewed or evaluated).**  **Each Proponent shall demonstrate a clear understanding of the project scope, challenges, and identify other value-added services (if any) by including the following:**   1. A short summary demonstrating an understanding of the assignment and proposed methodology to manage the required scope of work. Proponents must identify the potential key risks and corresponding risk mitigation strategies. 2. Provide a detailed GANTT chart or equivalent dependency schedule showing all critical path items as required by project. The GANTT chart shall include, at a minimum, the following work breakdown status tasks and critical milestones,   **● Mobilization;**  **● On-site construction start;**  **● Proposed phasing (if any);**  **● Equipment long lead order timeline;**  **● Construction- by each major deliverables and/or sub-trade scope;**  **● Substantial performance of work;**  **● Deficiency closeout;**  **● Total completion hand-over; and,**  **6. File #6– Social and Sustainable Practices**  **(File #6 shall contain a maximum of two (2) pages. Any pages that exceed the maximum number of pages will not be reviewed or evaluated).**    As an [AnchorTO](https://www.anchorto.ca/) institution and a member of [Canadian Aboriginal and Minority Supplier Council (CAMSC)](https://www.camsc.ca/), the University is committed to supporting the development and sustainment of its surrounding communities, whereby socially responsible practices and procedures are incorporated into our culture and impact the products and services we procure.  Proponents should demonstrate the positive socio-economic impact they currently have on people and their communities, both internally and externally, by responding to the following:    **a)  Social projects or initiatives:**  Proponents should identify projects and/or initiatives they are involved in within the Greater Toronto Area's Indigenous and racialized communities.  This could include, but is not limited to, hiring practices, internal programs or policies, and engaging with external Social Enterprises. Proponents  should identify supplier councils of which they are members, such as but not limited to CAMSC, that they work with as well as Social Enterprises they engage with.  **b)   Environmental Sustainability Practices**  i)   Sustainability Initiatives and Outcomes  a.                Proponents should provide a description of any organizational sustainability policies or mission statements and any sustainability initiatives and measurable outcomes. These should include, but not be limited to, past projects that:   * reduce waste, reuse materials or equipment and divert as much waste as possible from the landfill; * reduce GHG emissions, energy consumption and/ or water consumption; and, * Describe any environmental benefits and/or reduced environmental impacts of the proposed Product and Service offering.     ii)  Green Building Certificates and Standards   1. Proponents should provide a short description of their work on LEED, Zero Carbon Building Standard, Green Global Certified Building, WELL Building Standards or similar projects with sustainability outcomes.   **Stage 3- Financial/Pricing Submission Requirements**   1. Provide a completed Price Form as set out in Appendix D – Price Form; 2. Complete the pricing requirements in Bonfire; and 3. Submit any Assumptions (if any) regarding your pricing submission as a separate file uploaded into Bonfire. |
| RFP Section 5.1 – Evaluating Proposals | **Stage 1**  **Mandatory Evaluation Criteria:**   |  |  | | --- | --- | | **CRITERIA** | **WEIGHTING (POINTS)** | | File #1 – Proposal Acknowledgement Form | Pass/Fail |   **Stage 2**  **Technical Evaluation Criteria:**   |  |  | | --- | --- | | **CRITERIA** | **WEIGHTING (POINTS)** | | File #2 - Company Information | 5 | | File #3 - Relevant Project Experience | 15 | | File #4 - Project Team Members | 15 | | File #5 - Understanding the Assignment | 15 | | File #6 - Social and Sustainable Practices | 5 | | **Subtotal** | **55** |   **Stage 3**  **Financial Evaluation Criteria:**   |  |  | | --- | --- | | **CRITERIA** | **WEIGHTING (POINTS)** | | Total Project Cost (Table 3) | 45 | | **Subtotal** | **45** |      |  |  | | --- | --- | | **Total Evaluated Score** | **100** |   The Price Form will be evaluated in accordance with the following:  Example: For Fixed Fee:  Supplier A $1,000 (lowest price) = 45 points (maximum points)  Supplier B $1,200 – score = 1000/1200 x 45 = 37.5.  In the event of a tie in the total Score between Proponents, the weightings for the Technical Evaluation will be used as the tie breaker. |
| RFP Section 5.1(5) - Presentations | **Not Applicable** |
| RFP Section 5.1(6) – Interview | **Not Applicable** |
| RFP Section 5.2 – Minimum Passing Score | **The Minimum Passing Score is seventy percent (70%) or thirty eight and a half (38.5) Points out of fifty five (55) Points for Stage 2 – Technical Evaluation Criteria.** |
| RFP Section 6.2 - Award of Final Agreement | The award of a Final Agreement to a Successful Proponent is conditional on the Successful Proponent providing the following information to the University, in accordance the timeframes specified by the University:   * 1. **Insurance:**   .1 **Commercial General Liability Insurance** against claims for bodily injury (including death), personal injury and broad form property damage (including loss of use) and including products and completed operations liability and blanket contractual liability for an amount of **not less than five million dollars ($5,000,000.00)** per occurrence. Such insurance shall include the following clauses and/or endorsements;   * Pay on behalf of * Deductible * Primary and non-contributory * Cross liability and severability of interests or Separation of insureds; and * an endorsement naming the Owner, its governors, trustees, officers and employees as an Additional Insured.   .2 **Standard automobile insurance** for all vehicles owned, licensed or leased by the Supplier and non-owned automobile insurance, where required, for an amount of **not less than two million dollars ($2,000,000.00),** per occurrence for each type of coverage. Where the non-owned automobile insurance coverage is provided within a general liability policy, a separate policy is not required;  .3 .4 **“All risk” property insurance** covering the Contractor and Subcontractors’ owned, rented or leased tools, machinery, equipment and property used for the performance of the Work, including equipment breakdown coverage.  **(b)** **WSIB**  A clearance certificate from the Ontario Workplace Safety Insurance Board, or if the Successful Proponent is not subject to the Workplace Safety and Insurance Act (Ontario), evidence of employers’ liability coverage equivalent to WSIB coverage in the amount of not less than two million dollars ($2,000,000.00). |

# APPENDIX B – DELIVERABLES

The Proponent shall provide the following deliverables (the “Deliverables”):

**B. 1 Objective**

The Successful proponent shall provide General Contracting Services required for

completion of construction scope as noted herein, as per all issued drawings and specifications.

Existing premises are used by the Chang School of Continuing Education as a meeting space and adjacent workstations, but the rooms are being converted to a multimedia focused program. Scope will capture all Architectural, Mechanical, Electrical, etc as noted in the attached drawings.

IT cabling is NOT part of this contract, only pathways and rough-ins, as noted.

Proponents must review all attached reference documents, including the University’s Contractor

Manual. This details all requirements related to access into loading dock,

allowable delivery hours, security sign in and access card sign out requirements for this facility.

All costs associated with freight elevator bookings, security guards, building shutdowns, or any other

costs are to be included in the Base Fee.

**B. 2 Requirements**

Proponents are responsible for all divisions of work unless noted otherwise, and ensuring all sub-contractors have reviewed all drawings and specifications provided.

Proponents shall include in base fee the coordination of all deliveries from suppliers. The University will procure and pay for some equipment that will be installed/coordinated as required through this contract.

Proponents will include for coordination of all work from the University retained sub-contractors, including, but not limited to, Security, IT network and cabling..

**B. 3 Construction Delivery**

The anticipated construction delivery type and anticipated construction contract between the University and the General Contractor are listed in Appendix E:

Delivery type: **Stipulated Sum**

Construction Contract: **CCDC 2- 2020 Stipulated Price Contract and TMU’s Supplementary**

**Conditions**

Responsibility of Successful Proponent to prepare a digital copy of the CCDC2 for execution by all parties.

# APPENDIX C – PROPOSAL ACKNOWLEDGEMENT FORM

***[Note to Proponent(s): Please complete the following information as applicable and return to the University with your Proposal.]***

**A. Proponent Information**

|  |  |
| --- | --- |
| **Full Legal Name of Proponent:** |  |
| **Parent Company Name (if different):** |  |
| **List any other Proponent owned Companies:** |  |
| **Street Address:** |  |
| **City, Province/State:** |  |
| **Postal Code:** |  |
| **Phone Number:** |  |
| **Company Website:** |  |
| **HST Tax identification number:** |  |
| **Contact Person and Title:** |  |
| **Contact Phone:** |  |
| **Contact E-mail:** |  |

**B. Proposal**

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

1. capitalized terms used in this Proposal Acknowledgement Form have the meanings given thereto in the RFP Documents;
2. we have examined the RFP Documents and confirm that we have received all pages of the RFP Documents;
3. we acknowledge RFP Section 3.2 and confirm that we have made 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;
4. our Proposal is based on the terms and conditions of the RFP Documents;
5. we have carefully examined the RFP Documents and have a clear and comprehensive knowledge of the Deliverables required under the RFP;
6. we represent and warrant that,
   1. we have the ability to provide the Deliverables required under the RFP in accordance with the requirements of the RFP and the Draft Agreement and for the rates set out in the Price Form included in our Proposal; and
   2. the pricing information provided in the Price Form is accurate and any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the evaluation of the Proposal;
7. we acknowledge and accept the obligations set out in RFP Section 3.7;
8. we acknowledge that we will comply with the minimum insurance, bonding and WSIB requirements set out in RFP Section 6.2(3) and the Draft Agreement;
9. we acknowledge the limitation of liability set out in RFP Section 7.3;
10. we acknowledge that, except as explicitly provided in RFP Section 3.7 and 7.3, the submission of a Proposal creates no legal or contractual obligations or rights on the University or the Proponent, all as set out in RFP Section 7.2;
11. we acknowledge and agree that if we are the Successful Proponent, we will be invited to enter into a Final Agreement with the University and that the Final Agreement will be, subject to negotiations, generally in the form and substance of the Draft Agreement;

**C. Conflict of Interest**

We represent and warrant that neither we nor our Proponent team members (if any) have any Conflict of Interest in submitting our Proposal, except for the following Conflicts of Interest: (**Proponent to add more rows as necessary)**

|  |  |
| --- | --- |
| **Name of Party/Person** | **Description of Conflict of Interest** |
|  |  |
|  |  |

IN WITNESS WHEREOF, the Proponent has executed this Proposal Acknowledgment Form as of the date indicated below.

**Date:**

**Proponent:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name:

Title: Title:

I/we have the authority to bind the Proponent

# APPENDIX D – PRICE FORM

Instructions for completing the Price Form:

1. Fully complete the table below. **Pricing for all individual items is required.**
2. All prices and rates set out in the Proposal (“Prices”) shall be stated in Canadian dollars.
3. Prices shall not include applicable taxes.
4. Any exclusions or assumptions which have been considered as part of the Proponent’s Proposal must be listed.
5. The University is committed to complying with the requirements of the Broader Public Sector Expenses Directive issued by Ontario’s Management Board of Cabinet and its associated requirements. In this regard, the University’s policies pertaining to expenses require that Proponents’ (including all Consultants) fees are all and always inclusive of all disbursements. All invoices against the assigned fees shall also be submitted inclusive of all disbursements.
6. The Prices and any discounts listed in the Price Form are applicable for the entire term of the Agreement.
7. Any estimated volume of Deliverables set out by the University are estimates only and are not a guarantee of volume of Deliverables.
8. Where delivery of goods is required as part of the Deliverables, all goods shall be delivered FOB (Destination) which means that Proponent shall bear all cost and risk (including risk of loss) associated with transportation of the Deliverables, up to and including the offloading of the goods to the location/dock specified by the University.
9. Complete the pricing requirements in Bonfire.

**Table 1 – Total Fixed Fee (Evaluated)**

|  |  |  |
| --- | --- | --- |
| **CONTRACTOR COSTS** | **FIXED FEE** | **% of TOTAL COSTS** |
| General Conditions (all inclusive) | **$** | **%** |
| Demolition | **$** | **%** |
| Mechanical (HVAC) | **$** | **%** |
| Fire Protection/Sprinkler | **$** | **%** |
| Electrical (Power and IT/security pathways) | **$** | **%** |
| Electrical (Lighting and Controls) | **$** | **%** |
| Media Lab Equipment as listed on A1002 (excl. alternate pricing) | **$** | **%** |
| Flooring | **$** | **%** |
| New Partitions/Drywall and Insulation (excl. alternate pricing) | **$** | **%** |
| Painting | **$** | **%** |
| Door Hardware | **$** | **%** |
| Doors and Frames | **$** | **%** |
| Curtains and window coverings (excl. alternate pricing) | **$** | **%** |
|  |  |  |
| ***Cash Allowances*** | | |
| Costs associated with shutdowns/FA bypass due to sprinkler re-work (All sprinkler work is already in base scope above) | **$ 6,000** | **%** |
|  |  |  |
| **TOTAL FIXED FEE (NO HST)** | **$** | **100%** |

**Table 2 – Alternative Pricing (Evaluated)**

|  |  |
| --- | --- |
| **CONTRACTOR PRICE FORM - ALTERNATIVE PRICES** | **FIXED FEE** |
| **Alternate Price #1** – Provide alternate price for acoustic cloud panels | $ |
| **Alternate Price #2** – Provide alternate price for supply and installation of vinyl backed acoustic curtains | $ |
| **Alternate Price #3** – Provide alternative price (CREDIT) to simplify lighting controls as shown on Electrical dwg E-7 | $ |

**Table 3 – Total Project Cost (Evaluated)**

|  |  |
| --- | --- |
| **TOTAL PROJECT COST (TABLE 1 + TABLE 2)** | **$** |

**Table 4 – Overhead and Profit (Not Evaluated)**

|  |  |
| --- | --- |
| **CONTRACTOR /SUBCONTRACTOR** | **% rate of item cost** |
| General Contractor Overhead & Profit on all sub-trade extra costs | 5% & 5% = 10% total |

*The Contractor notes that the rate of overhead and profit above shall be applied to all mark-ups for extra costs to the Approved Contract Price. This table is to clarify OH&P only and is not part of the RFP Evaluation.*

# APPENDIX E – DRAFT AGREEMENT

The University intends to execute a Draft Agreement in the form of:

1. CCDC 2 – 2020 Stipulated Sum
2. The University Supplementary Conditions CCDC 2 – 2020 Stipulated Price Contract (Revised December 2022) and follows below:

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# APPENDIX F – PROJECT TEAM MEMBERS

Each Proponent is requested to provide the project management team information requested below. ion.

|  |  |  |
| --- | --- | --- |
| **Project Management Team Role** | **Name of Individual** | **Name of Firm** |
| Project Manager |  |  |
| Site Supervisor |  |  |
| Site Safety Representative |  |  |
| Proponents to add additional rows, as required |  |  |

# 

# APPENDIX G– CURRICULUM VITAE

Each Proponent is requested to provide the information requested below.

**BACKGROUND OF PROJECT TEAM MEMBERS**

|  |  |  |  |
| --- | --- | --- | --- |
| Name: | |  | |
| Assigned Role (Title): | |  | |
| Professional Designation *(Please Spell out)*: | |  | |
| Years with the Firm: |  | Year license |  |
| Areas of Expertise: | | | |
| **EXPERIENCE (on Comparable Projects)** | | | |
| **1. Project Title** | | | |
| Project Description: Describe how the project might be similar to projects at TMU. | | | |
| Project Value |  | Year Completed |  |
| Role, Responsibilities and duration on Project: | | | |
|  | | | |
| **2. Project Title** | | | |
| Project Description: Describe how the project might be similar to projects at TMU. | | | |
| Project Value |  | Year Completed |  |
| Role, Responsibilities and duration on Project | | | |

*(Please use a new line for each item and leave at least one line between Projects)*

# 

# APPENDIX H– REFERENCE DOCUMENTS

* Issued for Tender Architectural Drawings dated October 17, 2024 (Lynch & Comisso)
* Issued for Tender Project Manual dated October 17, 2024 (Lynch & Comisso)
* Issued for Tender Mechanical Drawings dated October 17, 2024 (Galang Consulting Services)
* Issued for Tender Electrical Drawings dated October 17, 2024 (E-Lumen Consulting Engineers)
* TMU Contractor Manual
* Health and Safety Manual for Contractors