



UNIVERSITY OF  
**TORONTO**

**Request for Proposals**  
**for**  
**Sabree Biological Sciences Lab**  
**Renovation**  
**RFP No. UTSC 2025-08**

Issue Date: May 1, 2025

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## 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 3.12(1); or
- (b) 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 be awarded the work is referred to as the “**Successful Proponent(s)**”. 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 a supplier 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 Successful Proponent or Successful 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 America 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) 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 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 is required to 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 1.4(2) 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.

## 1.5 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).

## 1.6 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 1.6(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.

### 2.2 Distribution of Documents to Proponents

(1) Except as provided in RFP Section 2.2(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 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 in accordance with RFP Section 2.3(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.

## **2.3 MERX**

- (1) The University will use MERX to,
  - (a) distribute RFP Documents, Notices and Addenda; and
  - (b) 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, 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, and the Questions and Answers Documents from MERX; and
  - (c) checks MERX frequently for the addition, deletion or amendment of RFP Documents, Notices, Addenda, 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, and Questions and Answers Documents.

## **2.4 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 2.4 apply irrespective of any 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 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 obligations of 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, 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.

(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 Advisor to the University;
- (b) any employee or representative of,
  - (i) the University; or
  - (ii) any other person or entity listed in the RFP Data Sheet; or
- (c) any directors, officers, employees, agents, representatives or consultants of any entity listed in RFP Sections 3.6(2)(a) and 3.6(2)(b), 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 7.1; 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).

### 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 1.4(1)) and whether the impact of such perceived, potential or actual Conflict of Interest can be appropriately managed, mitigated or minimized.

### **3.8 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 applicable 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.

### **3.9 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 applicable 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 applicable 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 3.9(2), the University may disclose the name and address of the Successful Proponent and any pricing information provided by that Proponent in their Proposal.

### **3.10 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 3.10 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 3.10 by the Proponent or by any person to whom the Proponent has disclosed the Confidential Information.

(4) Each Proponent acknowledges and agrees that a breach of the provisions of this RFP Section 3.10 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 3.10 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 3.10 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.

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

(1) 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.

(2) 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.

(3) 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.

(4) For the purposes of this RFP Section 3.11, "**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.

(5) 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 3.11. 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 3.11, 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 3.11 will take precedence and govern.

### **3.12 Entities Permitted to Submit Proposals**

- (1) A Proposal may be submitted by:
  - (a) a single person or entity as the Proponent; or
  - (b) a prime contractor and subcontractors.

(2) 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.

### **3.13 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.

(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.

### **3.14 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.

### **3.15 Changes to Proponents**

(1) If, prior to execution of the Final Agreement, there is a Proposed 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 3.15, 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 Proposed 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 Proposed Proponent Change on the Proponent. The University may, in its sole discretion, refuse to accept a Proposed Proponent Change, subject to such terms and conditions as the University, in its sole discretion, may require.

### **3.16 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 applicable 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 must prepare their Proposals in accordance with and in the content and format requirements set out in the RFP Data Sheet.

(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.

(3) 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.

(4) The entire content of a Proponent's Proposal must 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.

(5) Proponents submitting proposals in response to this RFP acknowledge that they have considered the potential impact of ongoing and potential restrictions that may be caused by the COVID-19 pandemic as well as any corresponding legislative changes.

#### **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.

#### **4.3 Contents of the Technical Submission**

(1) The Proponent is required to prepare and submit its technical submission in the format and containing the information set out in Schedule D Part 1 to this RFP (the “**Technical Submission**”).

#### **4.4 Contents of the Financial Submission**

(1) The Proponent is required to prepare and submit its financial submission in the format and containing the information set out in Schedule D Part 2 to this RFP (the “**Financial Submission**”).

#### **4.5 References and Past Performance Issues**

(1) If specified in the RFP Data Sheet, Proponents are required to provide reference information using the form attached as Schedule E to this 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 required 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 2.2 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 must 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 will not open a Proposal received after the Submission Deadline.

## **5.3 Withdrawal of Proposals**

(1) A Proponent may withdraw its Proposal on or before the Submission Deadline by un-submitting its entire Proposal on Bonfire prior to the Submission Deadline.

## **5.4 Proposal Irrevocability**

(1) Subject to the Proponent's right to withdraw its Proposal before the Submission Deadline, the Proponent's Proposal will be irrevocable and will remain in effect and open for acceptance for the number of days set out in the RFP Data Sheet after the Submission Deadline.

## **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 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 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 of Proposals**

(1) The Proponents' Proposals will be reviewed and evaluated by the University on the basis of the evaluation criteria set out in the RFP Data Sheet and Schedule D to this 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 an interview). 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 Proponents.

### **6.2 Steps in the Evaluation Process**

#### **(1) Step 1 – Compliance of Proposals with the RFP Documents**

(a) In Step 1, the University, or designates of the University will review the Technical Submission only and will review the contents of the Technical Submission to assess whether the Technical Submission is in compliance with the terms and conditions of the RFP Documents, including whether all documents to be submitted in the Technical Submission have been appropriately submitted.

(b) After Steps 1 to 3 in the evaluation process (RFP Sections 6.2(1), 6.2(2) and 6.2(3)) have been completed and as a preliminary step after reviewing the Financial Submission pursuant to RFP Section 6.2(4), the University will review the contents of the Financial Submission to assess whether the Financial Submission is in compliance with the terms and conditions of the RFP Documents.

(c) If, in the sole discretion of the University, a Proposal does not comply with the requirements set out in the RFP Documents, the University will, without liability, cost or penalty, eliminate the Proposal and the Proposal will not be given any further consideration. For the purposes of the RFP Documents, "comply" and "compliance" mean that the Proposal conforms to the requirements of the RFP Documents without material deviation or reservation. A "material deviation or reservation" is a statement or omission in the Proponent's Proposal,

- (i) that affects or could affect in any substantial way the scope, quality or performance of the Goods and/or Services under the Final Agreement arising from the RFP Process; or
- (ii) that results in a material component of an RFP requirement for the Proponent's Proposal (as set out in the RFP Documents) not being complied with.

(d) The Proponent's submission of a poor quality, but complete, Proposal will not be considered a failure to comply but will affect the Proponent's Technical Score.

(e) If, during Step 1 of the evaluation process or at any time during the RFP Process, the University determines that a Proposal is non-compliant pursuant to RFP Section 6.2(1)(c), the University will declare the Proposal to be non-compliant and the Proposal will not be given any further consideration.

(f) For the purpose of clarity, each Proponent acknowledges and agrees that the University's evaluation of compliance with the RFP Documents is not an evaluation of absolute compliance and that the University may waive failures to comply that, in the University's sole discretion, do not constitute a material deviation or reservation in accordance with RFP Section 6.2(1)(c).

(2) Step 2 – Review of the Technical Submission

(a) In Step 2, the University will review and score the Technical Submission of the Proposals in accordance with the scoring breakdown set out in the RFP Data Sheet and Schedule D Part 1 to this RFP – Technical Submission Requirements and Evaluation Criteria (the “**Technical Score**”). Proponents must achieve a passing score on the Technical Submission (the “**Passing Score (Technical)**”), if any, in order to be considered further in the evaluation process.

(b) The Passing Score (Technical), if any, is set out in the RFP Data Sheet.

(3) Step 3 – Optional Interviews, Site Visits, Demonstrations and Presentations

(a) In Step 3, the University may, in its sole discretion, conduct interviews, demonstrations, site visits or presentations if set out in the RFP Data Sheet. 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.

(b) The University may conduct interviews, demonstrations, site visits or presentations with some or all Proponents.

(4) Step 4 – Review of the Financial Submission

(a) In Step 4, the University will review and establish a score for the Price Forms (the “**Price Score**”).

(5) Step 5 – Establishing a Final Proposal Score

(a) For the purpose of the evaluation process, the process that the University will apply with respect to the calculation of the final Proposal score (the “**Final Proposal Score**”) is set out in the RFP Data Sheet.

(b) The score established based on RFP Section 6.2(5)(a) will be the Final Proposal Score.

(6) Step 6 – Ranking the Proposals

(a) In Step 6, the University will rank only those Proposals that have,

(i) met all requirements in Steps 1 through 6; and

(ii) have received a Passing Score (Technical), and, if applicable, any other passing score set out in the RFP Data Sheet,

and the University will base the ranking on the Final Proposal Score.

## SECTION 7 - DISQUALIFICATION

### 7.1 Disqualification

(1) The University may, in its sole discretion, disqualify a Proposal or cancel its decision to identify a Proponent as a Successful Proponent, at any time prior to the execution of the Final Agreement by the University, if,

- (a) The Proposal is determined to be non-compliant pursuant to RFP Section 6.2(1)(c);
- (b) the Proponent fails to cooperate in any attempt by the University to clarify or verify any information provided by the Proponent;
- (c) the Proponent is not, in the University's sole discretion, financially creditworthy;
- (d) the Proponent does not, in the University's sole discretion, satisfy the University's privacy and security requirements;
- (e) the Proponent contravenes RFP Sections 3.6 or 5.5(1);
- (f) the Proponent fails to comply with applicable law;
- (g) the Proposal contains false or misleading information or the Proponent provides false or misleading information in its interview (if an interview is conducted);
- (h) 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;
- (i) the Proponent misrepresents any information provided in the Proposal;
- (j) a Proposed Proponent Change has occurred which has not been accepted by the University in accordance with RFP Section 3.15;
- (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 1.4 and the Proponent,
  - (i) does not receive a waiver from the University in accordance with RFP Section 1.4(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 1.4(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, service providers or representatives directly or indirectly colluded with one or more other Proponents or any of their respective employees, agents, consultants, contractors, service providers or representatives in the preparation or submission of Proposals or otherwise contravened RFP Section 3.8;
- (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 – SUCCESSFUL PROPONENTS**

### **8.1 Successful Proponents**

(1) The University will determine the Successful Proponent or Successful Proponents in accordance with the ranking of Proponents pursuant to RFP Section 6.2(6).

(2) 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 award a Final Agreement to that Proponent.

## **SECTION 9 - AGREEMENT FINALIZATION AND DEBRIEFING AND SUCCESSFUL PROPONENT**

### **9.1 Agreement Finalization**

(1) The University will notify the Successful Proponent, in writing, that it has been selected as a Successful Proponent.

(2) At the time the Successful Proponent is notified pursuant to RFP Section 9.1(1), the Successful Proponent and the University will enter into discussions to finalize the Final Agreement.

(3) After the selection of the Successful Proponent, if any, the University may finalize the terms and conditions of the Final Agreement with the Successful Proponent, and, as part of that process, may in its sole discretion, negotiate changes, amendments or modifications to the Successful Proponent's Proposal or the Draft Agreement.

(4) Each Successful Proponent is required to sign the Final Agreement in the same form and substance as the Draft Agreement attached as Schedule F to this RFP.

(5) The Successful Proponent is required to, no later than ten days after receipt of the Final Agreement or such later date as may be specified in written Notice given by the University,

- (a) enter into and execute the Final Agreement; and
- (b) submit to the University a certificate of insurance which,
  - (i) references the Final Agreement by name;
  - (ii) confirms that the requirements set out in the Final Agreement have been met;
  - (iii) sets out any pertinent exclusions contained in the policy or policies; and
  - (iv) is otherwise acceptable to the University.

(6) The Successful 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 - RIGHTS OF THE UNIVERSITY**

## **10.1 General Rights of the University**

(1) The University may, in its sole discretion and at any time during the RFP Process, take any one or all of the following actions:

- (a) reject or disqualify any or all of the Proposals;
- (b) accept any Proposal, including a Proposal that is not submitted in accordance with the requirements set out in RFP Section 5.1;

- (c) if only one Proposal is received, either elect to accept or reject it;
- (d) elect not to proceed with the RFP Process;
- (e) alter the Timetable;
- (f) waive any threshold or minimum passing score;
- (g) change the RFP Process or any other aspect of the RFP Documents; and
- (h) 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.

(2) If the University determines that all or the majority of Proposals submitted are non-compliant, the University may take any action in accordance with RFP Section 10.1(1).

(3) The University will not be liable for any expense, cost, loss or damage occurred or suffered by any Proponent, or any person connected with any Proponent, as a result of any action referred to in RFP Section 10.1(1) or RFP Section 10.1(2).

(4) If a Successful Proponent fails or refuses to enter into and execute the Final Agreement and provide the documentation in accordance with RFP Section 9.1(5), the University may, in its sole discretion, take any one or all of the following actions:

- (a) terminate all discussions to enter into the Final Agreement with that Successful Proponent and cancel its identification of a Proponent as a Successful Proponent;
- (b) select another Proponent to enter into the Final Agreement;
- (c) take any action in accordance with RFP Section 10.1(1); and
- (d) pursue any other remedy available to the University under applicable law.

(5) The University may, in its sole discretion, cancel its decision to enter into a Final Agreement with a Successful Proponent if,

- (a) the University elects to exercise its discretion pursuant to RFP Section 7.1, RFP Section 10.1(1) or RFP Section 10.1(4);
- (b) a Proposed Proponent Change has occurred which has not been accepted by the University in accordance with RFP Section 3.15(1); or
- (c) any other material change has occurred with respect to the Successful Proponent's Proposal.

## **10.2 Limit on Liability**

(1) 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.

(3) RFP Definitions

Whenever used in the RFP Documents,

(4) "**Addendum**" means a written addendum to the RFP Documents issued by the University as set out in RFP Section 3.4;

(5) "**Advisor**" means any person or firm retained to provide professional advice to any one of the University or a Proponent, as applicable;

(6) "**Affiliate**" means an "affiliate" as that term is used in the *Business Corporations Act* (Ontario) and any successor legislation thereto;

(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 1.6(1);

(10) "**Commercially Confidential Question**" is defined in RFP Section 3.2(1)(b)(ii);

(11) "**Confidential Information**" is defined in RFP Section 3.10(1);

(12) "**Conflict of Interest**" is defined in RFP Section 1.4(1);

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

(14) "**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;

(15) "**Draft Agreement**" is defined in RFP Section 2.1(1)(f);

(16) "**Evaluation Criteria**" is defined in RFP Section 6.1(1);

(17) "**Final Agreement**" is defined in RFP Section 1.1(2);

(18) "**Final Proposal Score**" is defined in RFP Section 6.2(5)(a);

- (19) **"Financial Submission"** is defined in RFP Section 4.4(1);
- (20) **"FIPPA"** is defined in RFP Section 3.9(1);
- (21) **"General Question"** is defined in RFP Section 3.2(1)(b)(i);
- (22) **"Goods and/or Services"** is defined in RFP Section 1.1(1);
- (23) **"includes"** and **"including"** means "includes without limitation" and "including without limitation" respectively;
- (24) **"Ineligible Person's Affiliate"** is defined in RFP Section 3.7(1);
- (25) **"Ineligible Persons"** is defined in RFP Section 3.7(1);
- (26) **"MERX"** means the electronic bid solicitation website used by the University for this RFP Process;
- (27) **"Notice"** means a written notice issued by the University as set out in RFP Section 3.3;
- (28) **"Passing Score (Technical)"** is defined in RFP Section 6.2(2)(a);
- (29) **"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;
- (30) **"Price Form"** means the form provided in Schedule D Part 2 to the RFP;
- (31) **"Price Score"** is defined in RFP Section 6.2(4)(a);
- (32) **"Proponent"** is defined in RFP Section 1.1(2);
- (33) **"Proponents Meeting"** is defined in RFP Section 3.5(1)
- (34) **"Proposal"** is defined in RFP Section 1.1(2);
- (35) **"Proposal Information"** is defined in RFP Section 3.11(3);
- (36) **"Proposal Submission Form"** means the proponent submission form attached as Schedule B to this RFP;
- (37) **"Proposed Proponent Change"** means:
  - (a) an actual or proposed change of Control of the Proponent; or
  - (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;
- (38) **"Question"** is defined in RFP Section 3.2(1);
- (39) **"Questions and Answers Document"** and **"Questions and Answers Documents"** are defined in RFP Section 3.2(2);
- (40) **"Reference Form"** is defined in RFP Section 4.5(1);
- (41) **"RFP"** is defined in RFP Section 2.1(1)(a);

- (42) **"RFP Data Sheet"** means Schedule A to this RFP;
- (43) **"RFP Documents"** is defined in RFP Section 2.1(1);
- (44) **"RFP Number"** is defined in RFP Section 1.1(1);
- (45) **"RFP Process"** is defined in RFP Section 1.1(3);
- (46) **"Submission Deadline"** is defined in RFP Section 3.1(1);
- (47) **"Successful Proponent"** is defined in RFP Section 1.1(2);
- (48) **"Technical Score"** is defined in RFP Section 6.2(2)(a);
- (49) **"Technical Submission"** is defined in RFP Section 4.3(1);
- (50) **"Timetable"** is defined in RFP Section 3.1(1); and
- (51) **"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>Sabree Biological Sciences Lab Renovation for the Department of Biology at the University of Toronto Scarborough.</p> <p>The Design and Construction Management department at the University of Toronto Scarborough requires general contracting services for the interior renovations of the Sabree Biological Science Lab located on the second and fifth floors of the Science Wing Building.</p> <p>Refer to Appendices for details.</p>
RFP Section 1.1(1), 3.2(1)(a)(ii) – RFP Number	The RFP Number is UTSC 2025-08
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:</p> <p>Richard Pajor</p> <p>The e-mail address of the Contact Person is:</p> <p><a href="mailto:Rick.pajor@utoronto.ca">Rick.pajor@utoronto.ca</a></p>
RFP Section 1.6(1) – University Policies	<i>Proponents will adhere to the University of Toronto General Labour Conditions as outlined Schedule F Draft Agreement – University of Toronto Supplementary Conditions to the Stipulated Price Contract (CCDC 2 – 2008), SC #62.2.</i>
RFP Section 1.7(1) – CFI	RFP Section 1.7 <b>is not</b> applicable to the RFP Process.

RFP SECTION REFERENCE AND DESCRIPTION	ITEM
RFP Section 3.1(1) – Timetable	<p>Timetable:</p> <p>(a) Issuance of RFP Documents May 1, 2025</p> <p>(b) Registration Deadline for Proponents Meeting <b>Not Applicable</b></p> <p>(c) Proponents Meeting May 8, 2025 at 11:00 a.m. local time</p> <p>(d) Deadline for Proponents to submit their Conflict of Interest Declarations May 12, 2025</p> <p><i>Note to Proponents: Pursuant to RFP Section 1.4(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></p> <p>(e) Deadline for Proponents to submit Questions May 15, 2025 2:00:00 p.m. local time</p> <p>(f) Deadline for posting all Questions and Answers Documents May 23, 2025</p> <p>(g) Deadline for issuance of Addenda (except Addenda related to the Timetable) May 23, 2025</p> <p>(h) Deadline for Submission of Proposals <b>May 30, 2025</b> (Submission Deadline) <b>at 2:00:00 p.m. local time</b></p> <p>The Bonfire portal will be used for the purposes of determining the Submission Deadline.</p>
RFP Section 3.5(1) – General Proponents Meeting	<p>The University <b>will</b> be conducting a Proponents Meeting.</p> <p><b>Date: May 8, 2025</b></p> <p><b>Time: 11:00 a.m.</b></p> <p><b>Location:</b> Attendees are to meet the Project Manager outside of the main entrance to the Science Wing at the University of Toronto Scarborough, 1265 Military Trail, Toronto, ON M1C 1A4.</p> <p>Directions to campus and campus map can be found at: <a href="https://www.utsc.utoronto.ca/home/visiting-utsc">https://www.utsc.utoronto.ca/home/visiting-utsc</a></p> <p>The Proponents Meeting is intended for Proponents to carefully examine the site and note the conditions affecting the work prior to the submission of their Proposal. An alternative date will not be provided for the Proponents Meeting.</p>

RFP SECTION REFERENCE AND DESCRIPTION	ITEM
RFP Section 3.6(2)(c)(ii) – Prohibited Contacts	RFP Section 3.6(2)(c)(ii) is not applicable to this Request for Proposals.
RFP Section 3.7(1) – Ineligible Persons	RFP Section 3.7(1) is not applicable to this Request for Proposals.
RFP Sections 4.1(1) and 4.1(2) – Format and Content of Proposal	A maximum number of pages is not applicable.
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/92912">https://utoronto.bonfirehub.ca/opportunities/92912</a>
RFP Section 4.5(1) – References and Past Performance Issues	Proponents <b>are</b> required to submit references, utilizing Schedule E - Reference Form.  References should be of similar size, scope and work. The work referenced is to have been completed within the last five years, or are currently in progress.
RFP Section 5.4(1) – Proposal Irrevocability	90 days.
RFP Section 5.5(1) – One Proposal Per Person or Entity	There are not any exceptions to RFP Section 5.5(1).
RFP Section 5.5(2) – One Proposal Per Person or Entity	There are not any exceptions to RFP Section 5.5(2).

RFP SECTION REFERENCE AND DESCRIPTION	ITEM																
RFP Sections 6.1 and 6.2 – Evaluation of Proposals	<p>The Evaluation Criteria and weightings to be applied are as follows:</p> <p>(a) Attendance at Proponents Meeting, and Site Visit. Pass / Fail</p> <p>(b) CCDC 11 – 2019 Contractors Qualification Statement Pass / Fail</p> <table> <tr> <th>EVALUATION CRITERIA</th><th>WEIGHT (Points)</th></tr> <tr> <td colspan="2"><b>Technical Submission:</b></td></tr> <tr> <td>1. Experience and Qualifications</td><td>25</td></tr> <tr> <td>2. Project Personnel</td><td>15</td></tr> <tr> <td>3. Project Understanding and Schedule</td><td>20</td></tr> <tr> <td colspan="2"><b>Financial Submission:</b></td></tr> <tr> <td>Price</td><td>40</td></tr> <tr> <td><b>Total</b></td><td><b>100</b></td></tr> </table>	EVALUATION CRITERIA	WEIGHT (Points)	<b>Technical Submission:</b>		1. Experience and Qualifications	25	2. Project Personnel	15	3. Project Understanding and Schedule	20	<b>Financial Submission:</b>		Price	40	<b>Total</b>	<b>100</b>
EVALUATION CRITERIA	WEIGHT (Points)																
<b>Technical Submission:</b>																	
1. Experience and Qualifications	25																
2. Project Personnel	15																
3. Project Understanding and Schedule	20																
<b>Financial Submission:</b>																	
Price	40																
<b>Total</b>	<b>100</b>																
RFP Section 6.1(2) – Minimum Passing Score	RFP Section 6.1(2) Minimum passing score is not applicable to this Request for Proposal.																
RFP Section 6.2(2)(b) – Passing Score (Technical)	The Passing Score Technical is a minimum 42 points of a possible 60 points (70%) .																
RFP Section 6.2(3) – Interviews, Demonstrations, and Presentations	RFP Section 6.2(3) is not applicable to this Request for Proposals.																
RFP Section 6.2(5) – Final Proposal Score	The Technical Score and Price Score will be added together to determine the Final Proposal Score.																
RFP Section 10.2(1) – Limit on Liability	The Limit on Liability cap is <b>\$10,0000.</b>																



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

**PROPOSAL SUBMISSION FORM  
SCHEDULE B TO THE RFP**

**TO: University of Toronto Scarborough**

**RE: UTSC 2025-08**

**RE: Request for Proposals for Sabree Biological Sciences Lab Renovation**

**1. Proponent Information**

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

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

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

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

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

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(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 not-for-profit organization, whichever applies:

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## 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 3.15, 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) 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 3.8. 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 applicable 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 3.10 and 3.11 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 acknowledge that, as a result of COVID-19 pandemic related restrictions, we may be submitting a Proposal with an inability to perform certain site investigations. We agree and acknowledge that no allowances will be made for additional costs, and no claims will be entertained as a result of COVID-19 pandemic related restrictions
- (k) 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;
- (l) we have examined the RFP Documents and confirm that we have received all pages of the RFP Documents;
- (m) 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;
- (n) our Proposal is based on the terms and conditions of the RFP Documents;
- (o) we acknowledge and accept the obligations set out in RFP Section 3.10;
- (p) we acknowledge and accept the limit of liability set out in RFP Section 10.2;
- (q) by the submission of our Proposal we submit a binding offer to carry out all Goods and/or Services and obligations described in the RFP Documents in accordance with the terms and conditions of the RFP Documents; for the compensation set out in the Financial Submission of our Proposal and in accordance with the RFP Documents;
- (r) the prices contained in our Financial Submission are based on the terms and conditions of the RFP Documents;
- (s) we acknowledge that we have considered the potential impact of ongoing and potential restrictions that may be caused by the COVID-19 pandemic as well as any corresponding legislative changes for our Proposal;
- (t) we agree to hold our Proposal open for acceptance until the expiry of the Proposal irrevocability period set out in the RFP Documents;
- (u) we agree to provide any required information and cooperate with the University with respect to the conduct of background checks and security screening of employees; and

- (v) 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

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

**Attachment 1**  
**to**  
**Schedule B**  
**Subcontractors**

**SUBCONTRACTORS  
ATTACHMENT 1 TO SCHEDULE B**

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

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

<b>Description of Work to be Provided by Subcontractor</b>	<b>Name of Subcontractor</b>
Mechanical	
Electrical	
Framing and Drywall	
Painting	
Flooring	
Doors and Frames	
Hardware	

**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. UTSC 2025-08 (the “RFP”)  
Sabree Biological Sciences Lab Renovation**

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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 applicable 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]**

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(Signature)  
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 must 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 must 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) The maximum permitted pages for each component of the Technical Submission, indicated in the title to each Technical Submission component below, is exclusive of maps, drawings, sketches, renderings, specifications, calculations and images which the Proponent may be required to or choose to include with such component.
- (4) Each Proponent will prepare and submit a Technical Submission consisting of the following components:
  - a) Company information demonstrating experience and qualifications to perform the work as per specifications provided. Proponent should demonstrate experience in projects of similar size and scope. A completed CCDC 11 – 2019 Contractor's Qualification Statement.
  - b) List of individuals assigned to this project along with qualifications demonstrating experience, with resume of each individual.
  - c) Workplan and timeline to perform all work as per specifications. A timeline that meets the milestone schedule provided in Attachment 1 Description of Goods and / or Services, Article 3. Milestone Schedule.

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

Submission Requirements		Maximum Pages	Evaluation Criteria	Maximum Points
<b>1. Technical Submission Requirements to be included</b>				
<b>1.1 Experience and Qualifications</b>				
a.	<p>The Proponent shall submit the following: Contractor's Qualification Statement, CCDC 11 – 2019</p> <p>A brief description of the Proponent's organization.</p>	Not Applicable	<p>Project references - completed projects and current projects, - Contractor's Qualifications Statement from the past five years demonstrating its knowledge, skills and expertise working on projects of similar relevance, scope and complexity.</p>	25
<b>1.2 Project Personnel</b>				
a.	<p>The Proponent shall submit the following: List of individuals assigned to this project along with qualifications demonstrating experience, with resume of each individual.</p>	Not Applicable	<p>Proponent should provide a description of the key responsibilities for each of the key project team roles, and a proposed key project team resource for each role. For each proposed key project team resource, please identify whether the resource is a full-time employee or subcontractor. Proponent should describe the knowledge, experience (e.g. past projects) and qualifications (e.g. training and certifications) of each of the proposed key project team resources. In their response, Proponent should provide a resource profile (maximum one page) and a detailed resume that clearly outlines that the resource has the knowledge, experience and qualifications required for the work involved in this Proposal.</p> <p>Proponent should describe how they will ensure continuity of resources among the proposed key project team for the duration of the Project.</p>	15

<b>1.3 Project Understanding and Schedule</b>			
a.	The Proponent shall submit the following:	Not Applicable	20
i.	Workplan		Workplan: A description of how the Proponent will provide the deliverables.
ii.	Demonstrate Project understanding		Project Understanding: A description of the Proponent's understanding of the project requirements.
iii.	Detailed Schedule		A detailed schedule to perform the Work and estimated timeline for completion.
<b>1.4 Documentation to be provided</b>			
a.	CCDC 11 – 2019 Contractor Qualification Statement	Not Applicable	Not Applicable
<b>2. Other Requirements</b>			
1.	Proponents Meeting	Not Applicable	Not Applicable
a.	Attendance at the Proponents Meeting	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 FORM- GENERAL**

**To:** University of Toronto Scarborough

**Project:** UTSC 2025-08 Sabree Biological Sciences Lab Renovation

**University Project Number:** P200-25-055

**Proponent:** \_\_\_\_\_

Proponents are requested to provide their pricing in the Price Table below. The prices shall be in Canadian Dollars, Harmonized Sales Tax extra.

It shall be the Proponent's obligation to ensure that all aspects of the price contemplated in the RFP Documents have been adequately considered and accounted for in the price in its Proposal.

**A. Price**

Table 1: Calculation of total price for Sabree Biological Sciences Lab Renovation, UTSC 2025-08

Item	Description	Amount
<b>A1</b>	<b><u>Price</u></b>  Furnish all plant, equipment, labour and material and perform all duties and services, including the work of all trades, called for in the Contract Documents for <b>Sabree Biological Sciences Lab Renovation</b> , for the stipulated price of:	\$ _____
<b>A2</b>	<b><u>Cash Allowance - Casework</u></b>  Supply and Installation of metal laboratory casework and related products as per Appendix 4 – Cash Allowance Drawings dated April 15, 2025.	\$ 97,542.00
<b>A3</b>	<b><u>Cash Allowance – Demolition and Abatement</u></b>  Demolition and abatement services as per Appendix 1 – Drawings and Appendix 6 – Pre-Renovation Hazardous Materials Assessment dated April 28, 2025.	\$ 90,000.00
<b>A4</b>	<b><u>Total Price</u></b>  (sum of price plus cash allowances)	\$ _____

The above sum **excludes all Harmonized Sales Tax**, but includes Customs Duty Tax on all materials subjected thereto at the rates existing at the date of this Bid. Reference is made to the General Conditions and Supplementary General Conditions for the specific provisions relating to the HST and Customs Duty Tax.

### B. Identified Price

The following are our prices for the work listed hereunder.

Such identified work and amounts **are included** in our total price and include all of our expenses, taxes and profit and as such represents the actual cost to the University of Toronto Scarborough. These prices shall be used to determine the Contract Price should the project be over the budget established by the University of Toronto Scarborough.

Read in conjunction with the bid Drawings, Specifications, all Addenda and as herein described for the following items of identified work:

Item	Description	Price
B1	Removal and installation of new mixing box and digital thermostat mapped to BAS. Refer to notes (N-6, N-7, and N-8) on Mechanical drawing M1.3.	\$ _____

### C. Separate Prices

The following are our prices for the separate work listed hereunder. Such work and amounts **have not been** included in our price (item A1). The following separate prices shall be used to determine the Contract Price, as described in the Contract Documents. These prices include all labour, materials, overhead, profit, incidental costs and taxes except HST.

This information forms an integral part of the bid. The Contract Price will be determined at UTSC's discretion, by adding/deducting, as applicable, one or more of the amounts indicated from the total price (item A4), solely as determined by UTSC.

**All prices shall be entered in the table below. Any item not priced by a numeric value or left blank shall be deemed to be provided at a price of \$0.00.**

Item	Description	Price
C1	Removal of existing light fixtures, T-bar ceiling and all associated framing in SW247. Supply and install new drywall ceiling. Supply and install new light fixtures (Type 'A'). Allocate for new 0-10V wiring to the light switch location and new Lutron light switch. Refer to drawing detail 4/A2.2	\$ _____
C2	Removal of existing acoustic ceiling tile and accompanying T-bar grid, mechanical grilles, light fixtures and all associated framing in SW545V. Supply and install of new light fixtures (Type 'A'). Supply and install new acoustic ceiling tile, T-bar grid and all associated framing. Refer to drawing detail 2/A2.2 and detail 2/E1.2.	\$ _____

Item	Description	Price
C3	Removal of existing light fixtures in SW526. Supply and install new light fixtures (Type 'A'). Allocate for new 0-10V wiring to the light switch location and new Lutron light switch. Supply and install new acoustic ceiling tile and associated T-bar grid only as required accommodate new LED fixtures. Remove and install fire alarm smoke detector and provide verification report. Refer to drawing detail 3/A2.2 and detail 3/E1.2.	\$ _____
C4	Supply and install of new flooring and base in SW526 and SW526A. (Removal of existing flooring and associated mastic captured under cash allowance.) Refer to drawing detail 3/A2.1.	\$ _____

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

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

Submission Requirements		Max. Pages	Evaluation Criteria	Maximum Points
<b>3. Financial Submission</b>				
<b>3.1 Financial Submission</b>				
a.	<p>The Proponent shall submit their pricing in the Financial Submission Form provided above.</p> <p>A Proponent's Price Score will be calculated using the following prices:</p> <p>Total Price (A4), plus Separate Price C1 plus Separate Price C1 plus Separate Price C3 plus Separate Price C4.</p>	N/A	<p>Each Proponent will receive a percentage of the total possible points allocated to price by dividing that Proponent's total price (A4) plus the sum of Separate Prices C1, C2, C3, and C4) into the lowest total price (A4) plus the sum of separate prices C1, C2, C3 and C4 ). For example, if a Proponent bids \$120.00 and that is the lowest total price (A4) plus the sum of separate prices C1, C2, C3 and C4 that Proponent receives 100% of the possible points for (<math>120/120 = 100\%</math>). A Proponent who bids \$150.00 receives 80% of the possible points (<math>120/150 = 80\%</math>), and a Proponent who bids \$240.00 receives 50% of the possible points (<math>120/240 = 50\%</math>).</p>	<b>40</b>

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

## REFERENCE FORM

Proponent should provide three references from clients who, in the last five years, have either a) obtained from the Proponent, goods or services of similar size, scope and work as those requested in this RFP, or b) are currently in the process of obtaining goods or services of similar size, scope and work as those requested in this RFP, from the Proponent.

### 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**

23338852.5



**The form of agreement resulting from this Request for Proposals document shall be the CCDC2 - 2020 Stipulated Price Contract in conjunction with the University of Toronto Supplementary Conditions to the Stipulated Price Contract (CCDC 2 – 2020).**

## ATTACHMENT 1

### Description of Goods and / or Services

#### 1. Introduction:

The Design and Construction Management Department at the University of Toronto Scarborough requires general contracting services for the interior renovation of approximately 65 square meters (m<sup>2</sup>) of laboratory space, 20 square meters (m<sup>2</sup>) of support spaces, and 30 square meters of office space (m<sup>2</sup>) for the Department of Biological Sciences on the second and fifth floors of the Science Wing building.

#### 2. Scope of Work Highlights

Scope of Work (SOW) highlights are to be read in conjunction with the Drawings, and the Specifications. The SOW highlights are intended to provide a brief summary of services to be carried out by the Successful Proponent and shall, in no way, limit responsibilities more fully described in the Contract Documents.

Work included is as follows:

- Demolition and removal of hazardous material.
- New gypsum board interior partition assemblies.
- New Gypson Wall Board (GWB) ceiling.
- Painting and patching of existing and new walls and ceilings.
- New hollow metal doors, frames and hardware.
- New laboratory metal casework and equipment.
- New flooring and patching repair of existing flooring.
- New lighting fixtures, power and data outlets, security, and fire alarm systems.
- New Heating, Ventilation and Air Conditioning (HVAC) and plumbing work.

The Successful Proponent shall carry a cash allowance, as detailed in Schedule D to the RFP, Price Schedule for the supply and installation of metal casework in rooms SW546, SW545, and SW247. The Successful Proponent of UTSC 2025-08 shall be responsible for the supply and installation of metal casework in rooms SW546, SW545, and SW247 of the science wing only by way of UTSC authorizing the use of the cash allowance.

The Successful Proponent shall also carry cash allowance, as detailed in Schedule D to the RFP, Price Schedule for the demolition and abatement work as outlined in the Drawings and Contract Documents. The Successful Proponent shall be responsible for carrying out the work only by way of UTSC authorizing the use of the cash allowance.

#### 3. Milestone Schedule

The Successful Proponent shall commence work upon receipt of Notification of Award and substantially performed by December 19, 2025. The Successful Proponent shall coordinate all work with the University.

Commence the Work	June 23, 2025
Substantial Performance	December 19, 2025
Occupancy	January 12, 2026
Ready-for-Takeover	March 16, 2026

#### **4. Union Requirements:**

Proponents must adhere to the University of Toronto General Labour Conditions as outlined in Schedule F Draft Agreement and Schedules to Draft Agreement, University of Toronto Supplementary Conditions to CCDC 2 – 2020, SC #62.2

#### **5. Notification of Award**

Upon Notification of Award the Successful Proponent will be provided with a letter of award. This letter is your authorization to commence the required work preparatory to the CCDC2 immediately, including all the submissions noted below. In accordance with the RFP and Contract Requirements please submit the following documents immediately in electronic copy and hard copy original form, except where noted otherwise, prior to commencing any work.

- (a) A current clearance certificate issued by the Workplace Safety and Insurance Board (WSIB).
- (b) A copy of the Notice of Project from the Ministry of Labour.
- (c) A Performance Bond, and a Labour and Material Payment Bond, where applicable, as outlined in the University of Toronto Supplementary Conditions to CCDC 2 – 2020 SC62.1.
- (d) A valid Certificate of Insurance as outlined in CCDC41 CCDC Insurance Requirements.
- (e) High-Level Construction Schedule, refer to Attachment 1, item 3 for Milestone dates.
- (f) A completed UTSC 2025-08 Appendix 8 - University of Toronto Contractor Safety Acknowledgement Form

**ATTACHMENT 2**  
**List of Appendices**

UTSC 2025-08 Appendix 1 – Drawings  
UTSC 2025-08 Appendix 2 – Mechanical Specifications  
UTSC 2025-08 Appendix 3 – Electrical Specifications  
UTSC 2025-08 Appendix 4 – Cash Allowance Drawings (Casework)  
UTSC 2025-08 Appendix 5 – Door Hardware Schedule  
UTSC 2025-08 Appendix 6 – Pre-Renovation Hazardous Materials Assessment  
UTSC 2025-08 Appendix 7 – Mechanical Shaft Reference Images  
UTSC 2025-08 Appendix 8 – University of Toronto Contractor Safety Acknowledgement Form  
UTSC 2025-08 Appendix 9 – CCDC 41 CCDC Insurance Requirements  
UTSC 2025-08 Appendix 10 – University of Toronto Supplementary Conditions to CCDC 2– 2020