

## Canada Foundation for Innovation Workshop: Fair Market Value

May 26, 2021

### Case Study #1

Dr. Simple Simon has applied for and been awarded a grant from the Canada Foundation for Innovation (CFI). One of the items on his CFI project is a Spinning Disk Microscope. Dr. Simple Simon has engaged Nathan King from Procurement Services to assist him with the procurement of this equipment.

Together, they have compiled a Request for Proposals (RFP) 20200101 for the Spinning Disk Microscope. They have posted it on MERX according to Procurement guidelines and have received 3 responses from Nikon Canada, Quorum Technologies, and Olympus Canada. After a thorough analysis from the Evaluation Committee, comprised of Dr. Simple Simon, Peter Pan, Donald Duck and Nathan King, Nikon Canada was awarded the contract for the Spinning Disk Microscope.

As per CFI Policy, a Fair Market Value (FMV) Assessment must be completed to evaluate the reasonableness of the FMV of the Spinning Disk Microscope purchased from Nikon Canada.

Dr. Simple Simon has come to you to assist him with compiling the FMV Assessment. He has provided you with the following documentation:

1. Copy of RFP UOT20200101 Spinning Disk Microscope (Pages 2-99 of this .pdf file)
2. Evaluation Matrix compiled by the Evaluation Committee (.xlsx file)
3. Response to RFP from Olympus Canada (Pages 100-113 of this .pdf file)
4. Response to RFP from Nikon Canada (Pages 114-130 of this .pdf file)
5. Response to RFP from Quorum Technologies (Pages 131-135 of this .pdf file)

### Breakout group instructions:

Use the 'CS1 FMV assessment template' (.xlsx file) to compile the FMV Assessment. Refer to the information in the documentation provided to complete the assessment.



UNIVERSITY OF  
**TORONTO**

**Request for Proposals**  
**for**  
**Spinning Disk Microscope**  
**RFP No. UOT20200101**

Issue Date: May 7, 2020

Submission Deadline: June 1, 2020 at 2:00 p.m. (Local Time)

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

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

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

#### 1.2 The University of Toronto

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

#### 1.3 Contact Person

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

#### 1.4 Proponent Representatives

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

#### 1.5 Conflict of Interest

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

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

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

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

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

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

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

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

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

## 1.6 University Policies

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

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



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

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

## 1.7 Research Environment

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

## SECTION 2 - THE RFP DOCUMENTS

### 2.1 Request for Proposals Documents

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.4 MERX and Background Information**

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

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

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

## **2.5 Proponent Investigations**

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

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

## SECTION 3 - THE RFP PROCESS

### 3.1 RFP Process Timetable

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

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

(a) for matters that are to take place on or before the Submission Deadline, at any time prior to the Submission Deadline; and

(b) for matters that are to take place after the Submission Deadline, at any time during the RFP Process.

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

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

### 3.2 Questions and Requests for Clarifications or Information

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

(a) Proponents are required to submit all Questions to the Contact Person electronically by e-mail and in accordance with the deadlines set out in the Timetable. Proponents are required to clearly identify in each Question,

(i) whether or not the Proponent considers the Question to be a “General Question” or a “Commercially Confidential Question”;

(ii) the RFP Number, as set out in the RFP Data Sheet; and

(iii) if the Proponent is referencing a document and section of the RFP Documents in the Question, the document and section that the Proponent is referencing.

(b) Proponents are permitted to submit Questions categorized as follows:

(i) Questions that are of general application and that would apply to other Proponents (“**General Questions**”); and

(ii) Questions that the Proponent considers to be commercially sensitive or confidential to that particular Proponent (“**Commercially Confidential Questions**”);

(c) If the University disagrees with the Proponent’s categorization of a Question as a Commercially Confidential Question, the University will give the Proponent an opportunity to either categorize the Question as a General Question or to withdraw the Question;

(d) If the University determines, in its sole discretion, that a Commercially Confidential Question, even if it is withdrawn by a Proponent, is of general

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

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

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

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

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

### **3.3 Notices**

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

### **3.4 Addenda/Changes to the RFP Documents**

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

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

### **3.5 General Proponents Meeting(s)**

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

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

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

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

### **3.6 Prohibited Contacts**

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

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

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

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

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

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

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

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

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

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

### **3.7 Ineligible Persons**

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

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

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

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

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

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

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

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

### 3.10 Disclosure of Proposal Information

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

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

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

### 3.11 Confidential Information

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

(2) The Proponent agrees that all Confidential Information:

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

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



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

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

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

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

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

### **3.12 Confidentiality Agreements**

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

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

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

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

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

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

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

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

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

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

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

(2) The Proponent agrees that,

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

### **3.15 Licences and Permits**

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

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

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

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

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

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

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

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

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

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

### **3.17 Proponents’ Costs**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3.20 Changes to Proponents**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 4.3 References and Past Performance Issues

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

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

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

## SECTION 5 - PROPOSAL SUBMISSION, WITHDRAWAL, MODIFICATION

### 5.1 Submission of Proposals and Late Proposals

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

## **5.2 Late Proposals**

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

## **5.3 Withdrawal of Proposals**

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

## **5.4 Amendment of Proposals**

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

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

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

(1) Except as set out in the RFP Data Sheet and with the University's prior written consent,

(a) a person or entity will submit or participate in only one Proposal; and

(b) no person or entity will be a subcontractor of a Proponent while submitting a Proposal individually or as part of a joint venture in the same RFP Process.

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

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

## 5.6 Maintaining Prices and Proposal Commitments

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

## 5.7 Proposals to be Retained by University

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

## SECTION 6 - PROPOSAL EVALUATION

### 6.1 Evaluation Team

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

### 6.2 Evaluation of Proposals

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

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

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

### 6.3 Optional Short-Listing

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

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

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

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

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

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

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

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

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

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

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

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

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

### **7.2 Disqualification**

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

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

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

## **SECTION 8 – NEGOTIATIONS PROPONENTS**

### **8.1 Negotiations Proponents**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **9.3 Debriefing**

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

## **9.4 Dispute Resolution**

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

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

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

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

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

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

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

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



## 10.2 Limit on Liability

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

## SECTION 11 - DEFINITIONS

### 11.1 General

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

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

### 11.2 RFP Definitions

Whenever used in the RFP Documents,

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

- (13) **“Contact Person”** means the contact person listed in the RFP Data Sheet in respect of RFP Section 1.3(1);
- (14) **“Contract A”** is defined in RFP Section 10.1(1);
- (15) **“Contract B”** is defined in RFP Section 10.1(1);
- (16) **“Control”** means, with respect to any Person at any time, (i) holding, whether directly or indirectly, as owner or other beneficiary (other than solely as the beneficiary of an unrealized security interest) securities or ownership interests of that Person carrying votes or ownership interests sufficient to elect or appoint fifty percent or more of the individuals who are responsible for the supervision or management of that Person, or (ii) the exercise of de facto control of that Person, whether direct or indirect and whether through the ownership of securities or ownership interests or by contract, trust or otherwise;
- (17) **“Draft Agreement”** is defined in RFP Section 2.1(1)(f);
- (18) **“Evaluation Criteria”** is defined in RFP Section 6.2(1);
- (19) **“Evaluation Team”** means the evaluation team established by the University for the purpose of evaluating Proposals, as set out in RFP Section 6.1(1);
- (20) **“Final Agreement”** is defined in RFP Section 1.1(2);
- (21) **“Financial Submission”** is defined in RFP Section 4.1(1)(e);
- (22) **“FIPPA”** is defined in RFP Section 3.10(1);
- (23) **“General Question”** is defined in RFP Section 3.2(1)(b)(i);
- (24) **“Goods and/or Services”** is defined in RFP Section 1.1(1);
- (25) **“Governing Law”** means the laws of Ontario and the applicable laws of Canada;
- (26) **“Identified Proponent Party”** means any of the entities identified in the Proponent’s Prequalification Submission, including for clarity, proposed subcontractors, key individuals or Joint Venture Participants;
- (27) **“includes”** and **“including”** means “includes without limitation” and “including without limitation” respectively;
- (28) **“Ineligible Person’s Affiliate”** is defined in RFP Section 3.7(1);
- (29) **“Ineligible Persons”** is defined in RFP Section 3.7(1);
- (30) **“Joint Venture Participant”** is defined in RFP Section 3.16(2)(b);
- (31) **“Joint Venture Proponent”** is defined in RFP Section 3.16(2)(b);
- (32) **“MERX”** means the electronic bid solicitation website used by the University for this RFP Process;
- (33) **“Negotiations Proponent”** is defined in RFP Section 1.1(2);
- (34) **“Notice”** means a written notice issued by the University as set out in RFP Section 3.3;
- (35) **“Participant in Charge”** is defined in RFP Section 3.16(3)(c)(ii);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<b>RFP SECTION REFERENCE AND DESCRIPTION</b>	<b>ITEM</b>
RFP Section 1.1(1) – Name and Description of Goods and/or Services	Name and Description of Goods and/or Services: <b>Spinning disk microscope for live cell imaging of plant samples</b>
RFP Sections 1.1(1), 3.2(1)(a)(ii) – RFP Number	The RFP Number is UOT20200101.
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	The name of the Contact Person is: <b>Nathan King, Sr Procurement Officer</b> The e-mail address of the Contact Person is: <b>n.king@utoronto.ca</b>
RFP Section 1.6(1) – University Policies	<b>Not Applicable</b>
RFP Section 1.7(1) – CFI	RFP Section 1.7 <i>is</i> applicable to the RFP Process.
RFP Section 2.1(3) – Background Information Document	Background Information Document: <b>No additional Background Information will be provided to the Proponents.</b>

RFP SECTION REFERENCE AND DESCRIPTION	ITEM
RFP Section 3.1(1) – Timetable	<p>Timetable:</p> <p>(a) Issuance of RFP Documents <b>May 7, 2020</b></p> <p>(b) Deadline for Proponents' disclosure with respect to RFP Section 3.6 (4)(a) <b>May 25, 2020</b></p> <p>(c) Deadline for Proponents to submit their Conflict of Interest Declarations <b>May 25, 2020</b></p> <p><b>Note to Proponents: Pursuant to RFP Section 1.5(2), a Proponent is only required to submit Schedule C – Conflict of Interest Declaration to the Contact Person via email by this deadline if it believes it may have a perceived, potential or actual Conflict of Interest. Proponents with no such conflicts to disclose may disregard this deadline but will continue to be required to submit Schedule C – Conflict of Interest Declaration with their Proposals.</b></p> <p>(f) Deadline for Proponents to submit Questions <b>May 20, 2020 2:00:00 p.m. local time</b></p> <p>(g) Deadline for posting all Questions and Answers Documents <b>May 27, 2020</b></p> <p>(h) Deadline for issuance of Addenda (except Addenda related to the Timetable) <b>May 27, 2020</b></p> <p>(i) Deadline for Submission of Proposals (Submission Deadline) <b>June 1, 2020 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	The University <b>will not</b> be conducting a Proponents Meeting.
RFP Section 3.7(2)(c)(ii) – Prohibited Contacts	<b>Not Applicable</b>
RFP Section 3.8(1) – Ineligible Persons	<b>Ineligible Persons:</b> <b>Not applicable</b>
RFP Section 4.1(2) – Pre-printed Literature	<b>Pre-printed literature submitted will not be reviewed by the Evaluation Team</b>

<b>RFP SECTION REFERENCE AND DESCRIPTION</b>	<b>ITEM</b>																						
RFP Section 4.1(4) – Format and Content of Proposal	The maximum number of pages for the Proposal is limited to <b>25 pages</b> , single sided. The page limit specifically <b>excludes</b> requested appendices, CVs, schedules, forms and charts.																						
RFP Section 4.3(1) – References and Past Performance Issues	Proponents <b>are</b> required to submit references.																						
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/31978">https://utoronto.bonfirehub.ca/opportunities/31978</a>																						
RFP Section 5.5(1) – One Proposal Per Person or Entity	<b><i>There are no exceptions to RFP Section 5.5(1).</i></b>																						
RFP Section 5.5(2) – One Proposal Per Person or Entity	<b><i>There are no exceptions to RFP Section 5.5(2).</i></b>																						
RFP Section 5.6(1) – Maintaining Prices and Proposal Commitments	<b><i>As per Section 5.6.1</i></b>																						
RFP Section 6.2(1) – Evaluation of Proposals	<p>The Evaluation Criteria and weightings to be applied are as follows:</p> <table border="0"> <thead> <tr> <th data-bbox="537 1157 1117 1188"><b>EVALUATION CRITERIA</b></th> <th data-bbox="1130 1157 1240 1188"><b>WEIGHT</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="537 1203 1117 1234">Experience and Qualifications</td> <td data-bbox="1130 1203 1162 1234">5</td> </tr> <tr> <td data-bbox="537 1249 1117 1281">Spinning Disk Microscope</td> <td data-bbox="1130 1249 1162 1281">25</td> </tr> <tr> <td data-bbox="537 1295 1117 1327">High Speed Imaging Capacity</td> <td data-bbox="1130 1295 1162 1327">10</td> </tr> <tr> <td data-bbox="537 1341 1117 1373">Simultaneous Dual Fluorophore Imaging Solution</td> <td data-bbox="1130 1341 1162 1373">15</td> </tr> <tr> <td data-bbox="537 1388 1117 1419">Photobleaching/Photoconversion Solution</td> <td data-bbox="1130 1388 1162 1419">10</td> </tr> <tr> <td data-bbox="537 1434 1117 1465">Delivery, Installation, Testing, &amp; Training</td> <td data-bbox="1130 1434 1162 1465">5</td> </tr> <tr> <td data-bbox="537 1480 1117 1512">Warranty and Long-Term Service Agreement</td> <td data-bbox="1130 1480 1162 1512">5</td> </tr> <tr> <td data-bbox="537 1526 1117 1558">Additional Optional Components</td> <td data-bbox="1130 1526 1162 1558">5</td> </tr> <tr> <td data-bbox="537 1572 1117 1604">Pricing</td> <td data-bbox="1130 1572 1162 1604">20</td> </tr> <tr> <td data-bbox="537 1667 1117 1698"><b>Total</b></td> <td data-bbox="1130 1667 1179 1698"><b>100</b></td> </tr> </tbody> </table>	<b>EVALUATION CRITERIA</b>	<b>WEIGHT</b>	Experience and Qualifications	5	Spinning Disk Microscope	25	High Speed Imaging Capacity	10	Simultaneous Dual Fluorophore Imaging Solution	15	Photobleaching/Photoconversion Solution	10	Delivery, Installation, Testing, & Training	5	Warranty and Long-Term Service Agreement	5	Additional Optional Components	5	Pricing	20	<b>Total</b>	<b>100</b>
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RFP Section 6.2(2) – Minimum Passing Score	<b><i>Not applicable.</i></b>																						



<b>RFP SECTION REFERENCE AND DESCRIPTION</b>	<b>ITEM</b>
RFP Section 6.3(1) – Optional Short-Listing	The University <b>may</b> short-list the top ranked Proponent based on the evaluation criteria listed above.
RFP Section 6.4(1) and (2) – Interviews, Demonstrations, Site Visits and Presentations	The University may at its sole discretion request an optional demonstration by the top ranked proponent to confirm their ability to meet the specifications and requirements as described in Schedule D part 2.  The optional demonstration would be pass/fail.
RFP Section 10.2(1) – Limit on Liability	The Limit on Liability cap is \$5,000.

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

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

**TO:** [University Name, Address, Contact Person]

**RE:** [Insert RFP Number]

**RE:** [Name of Goods and/or Services]

**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, a joint venture, 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 joint venture or a not-for-profit organization, whichever applies:

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

**2. Regulatory Matters**

We confirm as follows:

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

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

**3. Proposal**

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

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

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

- (e) we have not and, to the best of our knowledge, our Advisors have not engaged in any form of political or other lobbying, of any kind whatsoever, to influence the outcome of this RFP Process in contravention of RFP Section 3.6;
- (f) we have and, to the best of our knowledge, our Advisors have complied fully with RFP Section 3.9. We confirm that:
  - (i) we have not discussed or communicated, directly or indirectly, with any other Proponent, any information whatsoever regarding the preparation of our Proposal or the Proposal of the other Proponents in a way that would contravene Governing Law; and

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

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

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

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

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

**(1) Confidential Information**

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

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

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

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

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

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

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

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

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

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

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

**1. General Information**

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

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



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

**SUBCONTRACTORS  
ATTACHMENT 2 TO SCHEDULE B**

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

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

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

**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. [•] – [•] (the “RFP”)**

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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 Governing Law relating to worker health and safety and/or protection of the environment within the past five years;
7. This Conflict of Interest Declaration has not been modified in any manner, except to complete the required information.

Dated \_\_\_\_\_, 20[•].

**[INSERT NAME OF PROPONENT]**

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Name of Authorized Signatory:

Title:

I have authority to bind the Proponent.

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

**EXCEPTIONS  
ATTACHMENT 1 TO SCHEDULE C**

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

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

**SCHEDULE D**  
**SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA**

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



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

**A. TECHNICAL SUBMISSION – GENERAL**

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

**- Experience and Qualifications of the Proponent**

**- Microscope: Spinning Disk Microscope, High Speed Imaging Capacity, Simultaneous Dual Fluorophore Solution, and Photobleaching/Photoconversion Solution**

**- Delivery, Installation, Testing, and Training Requirements**

**- Warranty and Long-term Service Agreement**

**- Additional Optional Components**

- (5) Background:

The University of Toronto, with support from the Canadian Foundation for Innovation John R. Evans Leaders Fund and the Ontario Research Fund Infrastructure Grants, is establishing a Laboratory for Plant Cell Biology in the Department of Cell and Systems Biology. The flagship component of this lab will be spinning disk microscope for live cell imaging of plant samples. This microscope will support foundational research to uncover the molecular mechanisms that govern plant cell wall signaling and responses. The spinning disk microscope will be used to monitor plant subcellular dynamics in response to stimuli, including imaging cell wall synthesis and signaling proteins, tracking secretion and remodeling of cell wall components, and monitoring Golgi structure and function. The instrument will be located in the Earth Sciences Centre at the University of Toronto St. George campus.

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

### **B.1 Experience and Qualifications – 5 Points**

Proponent should describe the following in the proposal:

- a) a brief description of the Proponent;
- b) the roles and responsibilities of the Proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise;
- c) past experience with delivering similar Deliverables. Experience will be rated based on proven experience, expertise, knowledge and skills related to the requirements set out below;
- d) reference Form in accordance with the instructions set out in the Form attached as Schedule E to the RFP;
- e) a description of how the Proponent will provide the Deliverables, which should include a work plan and incorporate an organizational chart indicating how the Proponent intends to structure its working relationship with the University.

### **B.2 Spinning Disk Microscope – 25 Points**

The proposed System should, at a minimum, provide the following specifications and to monitor plant subcellular dynamics in response to stimuli. The Spinning Disk Microscope (the “Microscope”) should have:

- a) an inverted microscope stand:
  - i. including fully motorized control;
  - ii. including stage insert sample holder for standard microscope slide (i.e. 75 mm x 25 mm x 1 mm);
  - iii. including at least two optical ports (Proponent should indicate field of view size of each);
  - iv. the microscope should be upgradable to include DIC, Phase Contrast, and widefield fluorescence;
  - v. Proponent should specify the vintage of proposed model (i.e., when was the base model of this instrument officially released and if this is a variant of the original base model, specify when this particular model was released);
- b) at least three high NA objectives:
  - i. NA 1.47 or greater, plan-*apo*-TIRF corrected 100x oil-immersion objective;
  - ii. NA 1.45 or greater, plan-*apo*-TIRF corrected 60x or 63x oil-immersion objective;
  - iii. NA 1.3 or greater, plan-*fluor* corrected 40x oil-immersion objective;
- c) at least four solid-state diode, fiber-coupled lasers and appropriate optical and control components:
  - i. optimized to excite CFP/*mCerulean*/*mTurquoise*, GFP/*mEOS*/*mNeonGreen*, YFP/*mCitrine*/*mVenus*, RFP/*tdTomato*/*mCherry*/*mEOS* and similar fluorophores (Proponent should indicate the output power of each laser line at source and fibre tip and provide details about whether additional lasers can be added for further/future customization);

- ii. that should require minimal or no alignment into optical fibres (Proponent should describe how the solution meets this criterion);
- d) appropriate optics and emission filters to capture peak emission from CFP/mCerulean/mTurquoise, GFP/mEOS/mNeonGreen, YFP/mCitrine/mVenus, RFP/tmTomato/mCherry/mEOS and to separate CFP/YFP, GFP/RFP, and similar fluorophore pairs. Proponent should indicate the optical characteristics of each filter set and indicate how many positions exist in each filter wheel for further/future customization;
- e) a spinning disk optimized for imaging large field of view samples at high magnification and high speed:
  - i. suitable for large field of view imaging of live plant samples (>20  $\mu\text{m}$  long cells);
  - ii. suitable for high speed imaging (objects moving >10  $\mu\text{m}/\text{sec}$ );
  - iii. with pinhole size & spacing and disk speed optimized for high resolution, high magnification imaging (i.e. optimized for 100x or 60x objectives);
  - iv. with even illumination across the field of view;
  - v. with two camera ports;
  - vi. Proponent should provide details of the pinhole size, spacing, and optical characteristics, disk speed, field of illumination, illumination characteristics across this field, the maximum frame rate of imaging, and highlight any particular capacities of their spinning disk solution (e.g. extra large field of view, illumination homogenization solution, strategies to maximize light into pinholes, solutions to minimize pinhole crosstalk, multiple disks with different pinhole sizes optimized for low and high-magnification imaging);
- f) a fully motorized, fully encoded stage including the capacity for high-speed, high-accuracy z-stack collection (Proponent should indicate the precision, accuracy, travel range, minimum step size, and speed of this system in x, y, and z in open and closed loop); this may include a piezo z-drive in addition to the microscope z-drive and if so, Proponent should provide details of precision, accuracy, travel range, minimum step size, and speed for both z-drives;
- g) a hardware-based, real-time focus maintenance/z-drift correction system (Proponent should indicate the precision, accuracy, and speed of this system);
- h) one or two (see B.3 below) high-quality, high-speed, high-sensitivity back-illuminated sCMOS cameras featuring:
  - i. excellent quantum efficiency (e.g. 95% QE at peak), dynamic range, and noise characteristics for capturing low signal:noise images, comparable to contemporary EMCCDs;
  - ii. pixel size optimized for use with 100x objective with at least 2 Megapixel resolution (or equivalent with binning);
  - iii. sensor size suitable for large field of view imaging of live plant samples (>20  $\mu\text{m}$  long cells);
  - vii. high acquisition frame rate in 16-bit full field resolution mode, suitable for high speed imaging (objects moving >10  $\mu\text{m}/\text{sec}$ );
  - iv. Proponent should provide detailed material regarding the sensitivity, noise characteristics, cooling, dynamic range, quantum efficiency across wavelengths, sensor size, pixel size, and resolution of the camera, and highlight any particular capacities of the camera (e.g. extra large field of view, adjustable noise characteristics);
- i) a brightfield imaging solution including light source, optical components, and detector;
- j) all necessary optical, mechanical, data, and electrical connections between system components.

- k) a high-powered computer workstation with suitable for high-speed control of microscope components (as listed in B.2 to B.5) and a high-quality, high-resolution monitor for data visualization, including:
  - i. 64-bit operating system;
  - ii. professional-grade 3.0 GHz (or greater) quad core (or greater) CPU;
  - iii. at least 64 GB RAM;
  - iv. professional-grade graphics card with at least 8 GB RAM;
  - v. at least 1 TB SSD for short-term data storage;
  - vi. at least 8 TB for data storage;
  - vii. at least one monitor, which should be at least 30" and 4k resolution;
  
- l) a complete software platform for high-speed image acquisition capable of:
  - i. full control of all system components via the software including high speed imaging (B.3 below), the simultaneous dual fluorophore imaging solution (B.4 below), and photobleaching/photoconversion solution (B.5 below);
  - ii. a user-friendly mode suitable for novice users and for simple microscope operation (e.g. single image acquisition, time-lapse imaging, z-stack acquisition) using pre-set light paths;
  - iii. an advanced user mode, capable of various combinations of multidimensional image acquisition (e.g. time-lapse with z-stack, multi-xyz position time-lapse, multi-xy position photobleaching/photoconversion, non-linear time-lapse acquisition) and full customization of the light paths;
  - iv. modes ii and iii do not necessarily be distinct software modes, but higher-order functions are ideally protected from accidental modifications;
  
- m) a floating table capable of supporting all vibration-sensitive microscope elements, which can be supported by in-house air, or a floating table capable of supporting all vibration-sensitive microscope elements and an appropriate compressor.

### **B.3 High Speed Imaging Capacity – 10 points**

At a minimum, the system should be able to collect images at of small (100nm to 1µm diameter), high-speed (moving >10 µm/sec) objects at full frame in x, y, z, t, and multiple wavelengths. Proponent should describe elements of the microscope that contribute to high speed imaging, such as:

- a) microscope stage movement speed and accuracy in x, y, and z;
- b) spinning disk speed;
- c) speed of movement of light path components, such as filter wheels (i.e. in case of sequential dual fluorophore imaging);
- d) speed of the hardware-based, real-time focus maintenance/z-drift correction system;
- e) maximum camera frame rate (at full frame);
- f) components of the computer workstation (see B.2 k above) that contribute to high-speed imaging (e.g. GPU);
- g) any built-in hardware triggering capabilities bypass software latency;
- h) this high speed imaging capacity should be fully integrated with the software platform;

- i) Proponent should indicate the actual full-frame maximum imaging rate in frames second, the rate-limiting step of imaging, and highlight any particular solutions to decrease imaging time (e.g. options for binning camera pixels or options for collecting sub-field of view images).

#### **B.4 Simultaneous Dual Fluorophore Imaging Solution – 15 points**

At a minimum the Proponent should be able to provide a solution that should:

- a) simultaneously excite and then simultaneously capture separate emission signals from GFP/mNeonGreen & RFP and CFP & YFP fluorophore pairs;
- b) be suitable for large field of view imaging of live plant samples (>20 µm long cells);
- c) be suitable for high speed imaging (objects moving >10 µm/sec) in 16-bit full field resolution mode,
- d) ideally, this simultaneous dual fluorophore imaging solution will include a second high-quality, high-speed, high-sensitivity back-illuminated sCMOS camera (see B.2 h above for details) and appropriate optical components;
- e) alternatively, this solution may require inclusion of optical components to “split the chip” of a single camera. If no second camera is required for this solution, the spinning disk should include a second camera port, filter wheel, and other optics (as described in Section B.2) to be able to expand the system to include a second camera at a later date. Optional pricing for the second camera should be included at this time.
- f) this simultaneous dual fluorophore imaging solution should be fully integrated with the software platform;
- g) Proponent should provide detailed material regarding the sensitivity, noise characteristics, cooling, dynamic range, quantum efficiency across wavelengths, sensor size, pixel size, and resolution of the Simultaneous Dual Fluorophore Imaging Solution, and highlight any particular capacities of the solution (e.g. extra large field of view, adjustable noise characteristics, flexibility to image multiple fluorophore pairs);

#### **B.5 Photobleaching/Photoconversion Solution – 10 points**

At a minimum the Proponent should be able to provide a solution that should:

- j) allow for photobleaching of multiple fluorophores (CFP/mCerulean/mTurquoise, GFP/mEOS/mNeonGreen, YFP/mCitrine/mVenus, RFP/tdTomato/mCherry), as well as UV-stimulated photoactivation/photoconversion (e.g. of PA-GFP, PA-mCherry, mEOS, mMaple);
- k) have the capacity to photobleach/photoconvert custom, user-defined regions, for example, by a galvano based microscanner (Proponent should indicate the precision, accuracy, speed, and scan field size of this system);
- l) allow control over laser power and dwell time at the defined region (Proponent should indicate the output power of each laser line at source and fibre tip);
- m) have operation modes appropriate for low laser dose applications, such as photoactivation, photoconversion, and optogenetic activation as well as high laser power applications, such as photobleaching;
- n) include permanently-pre-aligned and maintenance free laser(s);
- o) the photobleaching/photoconversion solution, including calibration, should be fully integrated with the software platform.

## **B.6 Delivery, Installation, Testing, and Training Requirements – 5 points**

Proponent should provide as accurate as possible estimates of each timeline for Delivery, Installation, Testing of the System and training of key personnel, including:

- a) delivery, which should be within eight (8) weeks from contract execution at the latest, with a strong preference for earlier delivery;
- b) on-site delivery, installation and testing of the system. Extensive testing with live plant samples should indicate that the System meets or exceeds performance specifications at installation. The proposal should include relevant and necessary details, requirements, and implementation plan for receiving, installation, and operation of the equipment including floor loading, dimensions of shipment crates, and necessary space clearance for transportation of such crates;
- c) Should an instrument be damaged in transit, only a new replacement unit will be accepted;
- d) advance indication of all necessary electrical power supplies, data requirements, environmental conditions, etc required for installation, including specifications/recommendations for power back-up and surge protection;
- e) All electrical/electronic components or equipment should have Ontario provincial approvals such as the Electrical Safety Authority, CSA or ULC requirements and conform to the industry standards and all other applicable legislative requirements. If this requirement cannot be met at the time of submission of proposal, the Proponent will clearly indicate its non-compliance and shall recommend strategies to ensure that they are able to meet the requirement at the time of installation, and provide confirmation that the Proponent will be responsible for all costs;
- f) Installation, including system configuration and testing, are all subject to acceptance by the University;
- g) The delivery, installation, system testing, and warranty support/service of the Spinning Disk Microscope for Live Cell Imaging of Plant Cells will take place at the following location:  
Department of Cell & Systems Biology  
Earth Sciences Centre  
University of Toronto  
25 Willcocks St  
Toronto, ON, M5S 3G5  
ESC Room 3080
- h) Proponent should provide the following for training for the System:
  - i. Provide onsite training following successful installation and testing to familiarize the client and four other University personnel with essential operation, maintenance and data management procedures;
  - ii. Provide comprehensive training documentation on the use and maintenance of the system;
  - iii. Provide a complete and detailed operation and equipment function/description manual (hard copy and/or electronic, electronic preferred);
  - iv. Include all technical aspects of the system including, but not limited to routine maintenance, preventative maintenance, and troubleshooting of all components.

### **B.7 Warranty and Long-Term Service Agreement – 5 Points**

Proponent should provide the following, at a minimum, for Warranty of the Spinning Disk Microscope for Live Cell Imaging of Plant Cells (as applicable):

- a) one (1) year minimum standard warranty inclusive of labour and parts;
- b) Proponent should provide optional pricing for an optional extended 4-year warranty beyond the standard warranty;
- c) unconditionally warrant the product as being free from defects and capable of performing to the requirements as set out in this RFP when operated by the University and any person(s) working in Dr. Heather McFarlane's lab at the Department of Cell & Systems Biology within the parameters specified in the manufacturer's specifications;
- d) unlimited technical support should be available by telephone and electronic mail at no additional expense;
- e) the standard response time for call back by a service engineer should be within one day. Provide information on phone support, remote support, and available service for when repair problems need to be addressed;
- f) Proponent should provide the typical response times of their technical service personnel for on-site service calls, the availability of local support team members, the availability of replacement components, standard shipping practices for replacement components, and the long-term availability for such components. The University would prefer that the Proponent have a technician from same company as instrument vendor;
- g) technical service personnel should be formally trained on relevant instruments, with training preferably carried out by factory production staff or other similar company-wide standardized training program. Certification of training with date and duration should be provided if available;
- h) upgrades and updates to software and firmware, etc. should be provided at no additional cost.

### **B.8 Optional Additional Components – 5 Points**

The University may choose to accept any of the optional items at their discretion. Where budget and CFI funding rules permit, the Proponent may include additional components as listed below:

- a) a second spinning disk with smaller pinhole size and spacing pattern optimized for imaging larger samples at lower magnification;
- b) additional laser lines and filter sets suitable for additional fluorophore imaging (e.g. UV/DAPI/mBlueberry/fast-FT, far-red, near infrared).
- c) additional filters to optimize separation of non-optimal fluorophore pairs, for example (in order of preference): YFP/RFP, CFP/GFP, GFP/mOrange, BFP/GFP, or other fluorophore pairs;
- d) additional objectives, preferably high NA and plan-apo corrected, for example (in order of preference): 20x air, 40x air, 10x air;
- e) additional stage inserts/sample holder solutions for the microscope;
- f) components for DIC imaging;
- g) components for widefield fluorescence imaging;
- h) as indicated in B.4 g, if a second camera is not included in the Simultaneous Dual Fluorophore Imaging Solution, optional pricing for a second high-quality, high-speed, high-sensitivity back-

illuminated sCMOS camera (see B.2 h above for details) and appropriate optical components should also be included at this time;

### **B.9 Optional Demonstration**

If the University proceeds with the optional demonstration of the University at its sole discretion may shortlist and invite the top ranked proponent to provide a demonstration of how they are able to meet the specifications and requirements listed above. The demonstration will be ranked on a pass or fail basis.



**Schedule D Part 2**  
**Financial Submission Requirements and Evaluation Criteria**

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

**A. FINANCIAL SUBMISSION - GENERAL**

Proponents should provide their pricing response in the table below. For equipment components already included, please indicate “incl.” in the Net Selling Price column.

The total cost below should include all costs associated with the system, including delivery FOB (North American Shipping Terms) to the University, installation, set-up, the required warranty and software update coverage and all training requirements (including travel accommodation costs for trainers).

**1. Fees**

Qty	Model #	Components	List Price	Normal Discount	Educational Discount	CFI Discount	Net Selling Price
		Spinning Disk Microscope (Including all components required to meet the specifications and requirements as listed in section B.2 – B.5 of Schedule D Part 1)					
		Delivery					
		Installation & Testing					
		Training					
		Standard Warranty One (1) Year					
		Optional Extended Warranty Four (4) Years					
		Software & Firmware updates (five (5) years)					
		<b>TOTAL</b>					

In the event of mathematical errors in extension of prices or other ambiguities, unit prices shall govern over total bid prices, and words shall govern over numbers.

Delivery Lead Time \_\_\_\_\_

The University will not be reimbursing any expenses, including but not limited to:

- Administrative mark up
- Travel and Transportation
- Parking

- Accommodations & Meals

**2. Optional Additional Components**

Proponent may include any of the optional items listed section B.6 of Schedule D Part 1, or any other items they feel may provide additional value to the University. The University will accept any optional components at their discretion.

Qty	Model #	Components	List Price	Normal Discount	Educational Discount	CFI Discount	Net Selling Price

The University will accept any optional items at their discretion.

Delivery Lead Time \_\_\_\_\_

The University will not be reimbursing any expenses, including but not limited to:

- Administrative mark up
- Travel and Transportation
- Parking
- Accommodations & Meals

### **Canada Foundation for Innovation (CFI)**

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 the CFI can be found at [www.innovation.ca](http://www.innovation.ca).

CFI requires all Suppliers 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 should be the price normally provided to educational institutions. In addition, Suppliers must identify and document the standard market price of any equipment supplied at no charge. Suppliers are asked to provide these details in their Quote. It is not mandatory for Suppliers to provide an in-kind contribution. If the list price and the normal educational prices are the same, Suppliers should provide a statement in their Quote to explain the rationale behind their pricing strategy.

**educational price and the in-kind contributions may be audited for reasonableness by the CFI.**

To help ensure the accuracy of the pricing information, the following definitions are provided:

#### **Normal Discount**

A discount normally offered to the University, taking into consideration factors such as the University's current volume of transactions and location. A discount for early settlement or for settlement in cash is considered to be a normal discount.

#### **Educational Discount**

A discount offered to the University due to its educational status.

#### **Normal Educational Price**

The price that would normally have been charged to the University after normal and educational discounts, but prior to any discount offered as a contribution towards the CFI-funded purchase or project.

#### **In-kind Contribution**

A non-monetary resource that an external partner offers as a contribution towards a CFI-funded project. It may include the value, in whole or in part, of eligible capital items (i.e. equipment, accessories/options and software), or non-capital items (i.e. extended warranties, delivery, installation costs and training) that are needed to bring the infrastructure into service. The in-kind contribution is equal to the best normal educational prices, less the net selling price (if any).

#### **Net Selling Price**

The cash consideration payable by the University.

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

<b>Submission Requirements</b>	<b>Maximum Pages</b>	<b>Evaluation Criteria</b>	<b>Maximum Points</b>
The Proponent shall submit the following:  (a) Financial Submission 1. Fees	N/A	Each Proponent will receive a percentage of the total possible points allocated to price it has bid by dividing that Proponent's price into the lowest bid price in that category.  For example, if a Proponent bids \$120.00 and that is the lowest bid price, that Proponent receives 100% of the possible points ( $120/120 = 100\%$ ). A Proponent who bids \$150.00 receives 80% of the possible points ( $120/150 = 80\%$ ), and a Proponent who bids \$240.00 receives 50% of the possible points ( $120/240 = 50\%$ ).	<b>20 Points</b>

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

## REFERENCE FORM

*[Note to Proponents: Include additional references if the RFP Data Sheet indicates more than three references are required.]*

### Reference #1

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

### Reference #2

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

### Reference #3

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

**SCHEDULE F**  
**DRAFT AGREEMENT AND SCHEDULES TO THE DRAFT AGREEMENT**

23337864.5



**FORM OF AGREEMENT FOR GOODS AND SERVICES**

**Between**

**THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO**

**and**

**[SUPPLIER]**

**Spinning Disk Microscope**

**UOT20200101**

V180801FOA

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## SCHEDULES

Schedule 1 – Description of Goods and/or Services and University Locations

**THIS AGREEMENT IS MADE** as of the [●] day of [●], 20[●] (the “**Effective Date**”) between  
**THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO** (the “**University**”)  
and  
[●] (“**Supplier**”).

**RECITALS:**

1. The Supplier was a successful proponent in a procurement process conducted by the University to provide the Goods and/or Services (as defined below);
2. The University and Supplier wish to enter into this Agreement to establish the terms and conditions pursuant to which Supplier shall provide the Goods and/or Services (as defined below) to the University.

**NOW THEREFORE** in consideration of the mutual covenants, conditions and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the Parties), the Parties covenant and agree as follows.

**SECTION 1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

(1) All capitalized terms used but not defined in this Agreement shall have the following meanings:

- (a) “**Agreement**” means this Agreement, including the Schedules to this Agreement, as it or they may be amended or supplemented from time to time.
- (b) “**AODA**” has the meaning ascribed to it in Section 5.3(1)(a).
- (c) “**Applicable Law**” means:
  - (i) any statute, proclamation or any delegated or subordinate legislation, including regulations and by-laws;
  - (ii) any Authority Requirement; and
  - (iii) any judgement or decision of a relevant court of law, board, commission or other tribunal, administrative agency or authority,in each case, in force in Canada, or otherwise binding on the Supplier, any subcontractor or the University.
- (d) “**Authority Requirement**” means any rule, order, regulation, ordinance, direction, form, tariff of costs or fees, letters patent, commission, warrant, proclamation, by-law, resolution, other instrument, policy, administrative interpretation, guideline or rule of or by any governmental authority having jurisdiction over the University, this Agreement or the Goods and/or Services;
- (e) “**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.
- (f) “**Canadian Sales Taxes**” has the meaning ascribed to it in Section 6.1(7).

- (g) “**Change of Control**” has the meaning ascribed to it in Section 17.3(1).
- (h) “**Defective Goods and/or Services**” has the meaning ascribed to it in Section 5.1(3).
- (i) “**FIPPA**” means the *Freedom of Information and Protection of Privacy Act* (Ontario) as may be amended or supplemented from time to time.
- (j) “**Force Majeure**” has the meaning ascribed to it in Section 16.1.
- (k) “**GLC Provision**” has the meaning ascribed to it in Section 5.4(3).
- (l) “**Goods and/or Services**” has the meaning ascribed to it in Section 3.1.
- (m) “**Goods**” has the meaning ascribed to it in Section 3.1.
- (n) “**includes**” and “**including**” means “includes without limitation” and “including without limitation” respectively.
- (o) “**Intellectual Property**” means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity.
- (p) “**Material Default**” has the meaning ascribed to it in Section 10.1(2).
- (q) “**Newly Created Intellectual Property**” means any Intellectual Property created by Supplier in the course of performance of its obligations under this Agreement;
- (r) “**Party**” means either the University or the Supplier and “**Parties**” means both of them collectively.
- (s) “**Permits**” has the meaning ascribed to it in Section 7.1(2)(a).
- (t) “**Personal Information**” has the meaning ascribed to it in Section 8.3(1).
- (u) “**Privacy Laws**” means the *Personal Information Protection and Electronic Documents Act* (Canada), as amended or supplemented from time to time, and any other Applicable Law now in force or that may in the future come into force governing the collection, use, disclosure and protection of personal information applicable to either Party or to any information collected, used or disclosed in the course of providing or receiving the Goods and/or Services.
- (v) “**Rates**” has the meaning ascribed to it in Section 6.1.
- (w) “**Record**” means any recorded information, including any Personal Information, in any form: (i) provided by the University to Supplier, or provided by Supplier to the University, for the purposes of this Agreement; or (ii) created by Supplier in the performance of this Agreement.
- (x) “**Services**” has the meaning ascribed to it in Section 3.1.
- (y) “**Supplier’s Intellectual Property**” means Intellectual Property owned by Supplier prior to its performance under this Agreement or created by Supplier during the Term of this Agreement independently of the performance of its obligations under this Agreement.
- (z) “**Term**” has the meaning ascribed to it in Section 2.1(1).

- (aa) **“Third Party Intellectual Property”** means any Intellectual Property owned by a party other than the University or Supplier.
- (bb) **“University Confidential Information”** has the meaning ascribed to it in Section 8.1(1).
- (cc) **“University Locations”** means all locations of the University unless specified in Schedule 1.
- (dd) **“Warranty Period”** has the meaning ascribed to it in Section 5.1(2).

## 1.2 Interpretation

(1) This Agreement shall be read with all changes in gender and number required by the context. The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(2) Except as expressly provided for herein, if any payment is required to be made or other action is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be made or taken on the next Business Day.

(3) The wording of this Agreement shall be deemed to be mutually chosen by the Parties and no rule of strict construction shall be applied against any Party.

(4) In the event of ambiguities, conflicts or inconsistencies between or among any of the provisions of this Agreement, including any provisions contained in schedules or addenda attached hereto or made a part hereof, the provisions set out in the body of this Agreement shall prevail provided that,

- (a) to the extent a Schedule provides a more specific description of a matter dealt with elsewhere in this Agreement, this Agreement shall be interpreted in a manner so as to give effect to the specification provided in the Schedule; and
- (b) any provision establishing a higher standard of performance or service shall take precedence over a provision establishing a lower standard of performance or service.

(5) Where a purchase order is issued by the University in respect of the Goods and/or Services, the provisions of this Agreement shall prevail in the event of any ambiguities, conflicts or inconsistencies between this Agreement and the terms and conditions of any such purchase order.

## 1.3 Schedules

(1) The following Schedule whether attached hereto or acknowledged as a separate document shall form a part of this Agreement:

Schedule 1 – Description of Goods and/or Services and University Locations.

## SECTION 2 TERM

### 2.1 Term

(1) This Agreement shall commence on the Effective Date set forth above and, subject to earlier termination as provided for in this Agreement, continue in effect for a term of **[insert term]** years (the **“Term”**).

## **SECTION 3 PROVISION OF GOODS AND/OR SERVICES**

### **3.1 Process for Provision of Goods and/or Services**

(1) During the Term, Supplier shall provide to the University the goods and/or services set out in Schedule 1 attached hereto together with all other services, functions and responsibilities described in this Agreement (the “**Goods**” and the “**Services**” and collectively, the “**Goods and/or Services**”).

(2) Supplier acknowledges and agrees that the Goods and/or Services shall be provided to the University on a non-exclusive basis, and that the University may choose to retain other providers of services similar to the Goods and/or Services during the Term.

(3) The University, in its sole discretion, shall have the right at any time to suspend the performance of the Goods and/or Services. For greater certainty, if the University suspends performance of the Goods and/or Services, any timeframes set out in Schedule 1 or otherwise specified by the University shall be extended for a period equal to the length of time that such Services are suspended.

## **SECTION 4 DELIVERY AND ACCEPTANCE**

### **4.1 Title and Risk**

(1) Notwithstanding the provisions of any applicable sale of goods legislation, including the *Sale of Goods Act* (Ontario), or any similar legislation of any jurisdiction whatsoever applicable to the supply of the Goods, title to the Goods supplied by Supplier to the University shall remain with Supplier until Acceptance by the University. All risk for losses, and all obligations for insurance coverage, shall pass from Supplier to the University only upon transfer of title to the University.

### **4.2 Delivery**

(1) Goods shall be delivered by Supplier to the University Locations by the delivery dates specified by the University. For the purpose of certainty, except as expressly agreed by the University, the Rates shall include, and Supplier shall otherwise bear the responsibility for, all transportation, insurance and other carriage charges. The University shall have no obligation in respect of the loading of Goods upon a carrier at Supplier’s facilities or the insurance of Goods during such loading or for transportation of any person providing the Goods and/or Services.

(2) Where applicable to the Goods being provided, Supplier shall comply with Applicable Law and industry standards respecting the safe and proper handling, packaging, transportation, delivery and use of the Goods. Supplier shall identify hazardous or toxic Goods with warning labels and shall provide the University with written instructions concerning potential hazards in connection with the Goods and recommend procedures for the handling, transportation and maintenance of such Goods. Where applicable, Supplier shall ensure that the Goods are properly classified in accordance with Workplace Hazardous Materials Information System legislation and shall provide health and safety data for such Goods.

### **4.3 Schedule**

(1) Time is of the essence for the shipment and delivery of Goods and the performance of Services. Times and schedules for delivery of Goods and for completion of Services shall be set out in the Schedule 1 or as expressly agreed to by the University and Supplier in writing. The University may from time to time change shipping schedules, or direct temporary suspensions of any scheduled shipments by giving prior notice to Supplier.

(2) Without limiting any of the University’s other rights pursuant to this Agreement or at law or in equity, the Supplier shall immediately advise the University as to any delays being encountered, the reasons therefore, and the action being taken to recover from such delays.

(3) If the Supplier becomes aware that it cannot meet an agreed upon delivery date, Supplier shall deliver to the University a remediation plan within a reasonable period of time detailing Supplier's plan, which plan shall ensure that the delivery of Goods or performance of Services occurs no later than 30 Business Days from the original delivery date. If the University does not accept such plan, the University may, at its option, cancel the purchase and delivery with respect to those Goods or cancel the Services, without incurring any charges or other costs and without prejudice to any of its other rights under this Agreement, at law or in equity if the delivery or performance is late by more than 30 Business Days from the delivery date specified by the University.

#### 4.4 Inspection and Acceptance

(1) All Goods and Services shall be subject to the University's inspection and final acceptance ("**Acceptance**"). Without limiting any other rights or remedies of the University under this Agreement or at law or in equity, the University shall have the right to reject Goods and/or Services supplied under this Agreement to the extent they do not comply with the Agreement or Applicable Law. If any Goods and/or Services are rejected by the University on the basis that they do not comply with the Agreement or Applicable Law, all expenses and risks of loss or damage incidental to the return or disposal of such Goods by or on behalf of the University shall be borne and paid for by Supplier and the cost of any re-supply of such Services shall be borne and paid for by Supplier.

### SECTION 5 WARRANTY, STANDARDS AND POLICIES

#### 5.1 Warranty

(1) Supplier represents, warrants and covenants to the University that, as of the date of this Agreement and upon each delivery of Goods and completion of the Services:

- (a) the Goods will be of the type and quality specified in the Agreement (including performance criteria) or otherwise specified by the University or, if no quality is specified, of the best grade of their respective kinds, conform to the specifications, drawings, samples or other descriptions furnished by the University, and be free from defect;
- (b) if Supplier gave the University a sample of the Goods before University entered into this Agreement, the Goods correspond with the sample;
- (c) the Goods comply with and the Services will be performed in compliance with Applicable Law, any relevant government or industry standards and any other standards specified in this Agreement. All electrical/electronic components or equipment must have Ontario provincial approvals such as the Electrical Safety Authority, CSA or ULC requirements and conform to the industry standards and all other applicable legislative requirements;
- (d) the Goods are fit for the purpose for which Goods of the same kind are commonly supplied and for any other purpose described in this Agreement;
- (e) the Services match the description of the Services in this Agreement;
- (f) unless otherwise specified by the University, the Goods are new and of merchantable quality; and
- (g) the University has the full benefit of any manufacturer's warranties that may be applicable to the Goods (and Supplier must pursue any manufacturer's warranties on the University's behalf if the University so requests).

(2) The warranties set out in Section 5.1(1) expire one year from the date of final Acceptance of the Goods and/or Services by the University and apply only to defects that are evident or the symptoms of which are evident prior to expiration of the warranties unless otherwise specified by the University (the "**Warranty Period**").

(3) During the Warranty Period, Supplier shall repair or replace any Goods and complete or re-perform any Services which are determined by the University, in its sole discretion acting reasonably, to be in breach of the warranties set forth in Section 5.1(1) ("**Defective Goods and/or Services**") and Supplier shall be solely responsible for paying all costs associated with such repair, replacement or performance or, at the University's option, Supplier will refund in full the price paid for such Defective Goods and/or Services.

(4) Defective Goods and/or Services returned during the Warranty Period for repair, replacement, completion or re-performance shall be repaired, replaced, completed or re-performed by Supplier and returned to the University within a turnaround time of five Business Days or such other time period as may be mutually agreed between the Parties. Supplier shall be solely responsible for paying the associated shipping and packaging costs of any such repair or replacement.

(5) In the event Supplier is unable to repair or replace or complete or re-perform the Defective Goods and/or Services within such turnaround time, the University may,

- (a) at Supplier's sole cost, return the Goods to Supplier and Supplier shall refund the University in full for the Goods and any other related costs; or
- (b) terminate this Agreement immediately upon notice to the Supplier, and the University shall thereupon be relieved of all liability under this Agreement.

(6) Any repaired or replaced Goods or completed or re-performed Services shall be subject to the acceptance right set out in Section 4.4 and the Warranty Period shall recommence from the date of acceptance of such Goods and/or Services.

(7) Additional warranty provisions, including optional after-sales warranties, may be set out in Schedule 1 or otherwise specified by the University.

(8) The provisions of this Section 5.1 shall survive and remain in full force and effect following any termination or expiry of this Agreement.

## **5.2 Performance Standards**

(1) Without limitation to Section 7 of this Agreement, Supplier covenants and agrees to perform its obligations under this Agreement with the degree of care, skill and diligence consistent with the highest industry standards for Supplier's industry and in compliance with Applicable Law. Without limiting the generality of the foregoing, Supplier covenants and agrees to diligently deliver the Goods and/or Services in a discrete, professional, workmanlike and timely manner and to meet all requirements for the Goods and/or Services as set out in this Agreement including all applicable requirements for the Goods and/or Services described in Schedule 1.

## **5.3 University Policies**

(1) Supplier acknowledges and agrees that it shall at all times comply with the University of Toronto Code of Ethics and the commitments set out in all University policies (available on the University's website) and include the following:

- (a) In performing the Goods and/or Services, Supplier shall at all times comply with the *Accessibility for Ontarians with Disabilities Act, 2005*, and all regulations made thereunder ("**AODA**"). Without limiting the generality of the foregoing, Supplier shall have in place all accessibility plans, policies, practices and procedures required by AODA and shall ensure that all personnel of Supplier engaged in providing the Goods and/or Services, including without limitation those personnel of Supplier who may deal with members of the public or other third parties on behalf of the University, have received all training required by AODA. The University shall have the right, upon request, to inspect and obtain copies of the accessibility plans, policies, practices and procedures



maintained by Supplier in relation to AODA, as well as reasonable evidence that personnel of Supplier performing the Goods and/or Services have received all training required by AODA. In providing the Goods and/or Services, Supplier shall provide information and communications in accessible formats and with communication supports, upon request by the University, members of the public or other third parties, in accordance with the requirements of AODA.

#### 5.4 Labour Agreements

(1) Supplier acknowledges and agrees that any part of the work performed by the Supplier on behalf of the University that falls under the provisions of any collective agreements by which the University is bound, or which the University is contractually required to apply to the Agreement, shall in each case be performed by employees covered by the applicable collective agreement. Without limiting the generality of the foregoing, such collective agreement include:

- (a) where applicable, the current provincial agreement covering construction work in the industrial commercial and institutional sector of the construction industry in the Province of Ontario between the Electrical Trade Bargaining Agency of the Electrical Contractors' Association of Ontario and the International Brotherhood of Electrical Workers and the IBEW Construction Council of Ontario and its affiliated locals, including IBEW Local 353;
  - (b) where applicable, the current provincial agreement covering construction work in the industrial commercial and institutional sector of the construction industry in the Province of Ontario between Mechanical Contractors' Association of Ontario and the Ontario Pipe Trades Council and its affiliated locals, including UA Local 46;
  - (c) where applicable, the current provincial agreement covering construction work in the industrial commercial and institutional sector of the construction industry in the Province of Ontario between the Canadian Automatic Sprinkler Association and the United Association of Journeyman and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, at its affiliated local, UA Local 853;
  - (d) where applicable, the current provincial agreement covering construction work in the industrial commercial and institutional sector of the construction industry in the Province of Ontario between a council of employers' associations consisting of the Ontario Painting Contractors Association, the Acoustical Association of Ontario and the Interior Systems Contractors Association of Ontario and the International Union of Painters and Allied Trades and the Ontario Council of the International Union of Painters and Allied Trades, and its affiliated locals, including IUPAT Local 557;
  - (e) where applicable, the current provincial agreement covering construction work in the industrial commercial and institutional sector of the construction industry in the Province of Ontario between the Carpenters' Employer Bargaining Agency and the Carpenters' District Council of Ontario, United Brotherhood of Carpenters and Joiners of America, and its affiliated locals including Carpenters Local 27 and Carpenters Local 675;
- (2) Supplier further acknowledges and agrees that,
- (a) general contractors working on projects for the University with a value below \$150,000 and above \$700,000 must be bound to the provincial agreement between the Carpenters' Employer Bargaining Agency and the Carpenters' District Council of Ontario, United Brotherhood of Carpenters and Joiners of America, and its affiliated locals, including Carpenters Local 27 and Carpenters Local 675; and
  - (b) general contractors working on projects for the University with a value between \$150,000 and \$700,000 must subcontract all applicable work to an employer bound by the Carpenters' Provincial Agreement,

and to the extent that the Supplier is considered a general contractor for the purposes of this Section 5.4(2), it will comply with these requirements.

(3) This Section 5.4 (the "GLC Provision") shall apply to each subcontractor *mutatis mutandis* and the Supplier shall include this GLC Provision, with all necessary changes, in each of its contracts with subcontractors for any applicable part of the delivery or performance of the Goods and/or Services.

## SECTION 6 PROCESS FOR INVOICES

### 6.1 Invoices

(1) In consideration for Goods accepted and/or Services properly performed by Supplier, the University agrees to pay to Supplier the rates that are set out in Schedule 1 or otherwise agreed between the Parties (the "**Rates**"). Such Rates shall include payment for the provision of the Goods and/or Services under this Agreement.

(2) If the rates payable by the University are on a time-and-materials basis, Supplier shall maintain daily time records of all activities undertaken in connection with the Goods and/or Services, in sufficient detail to permit the University to reasonably verify the work performed and the value of the deliverables. In no event shall the rate charged by Supplier for personnel providing the Goods and/or Services be greater than any pricing arrangement set forth in Schedule 1 or as otherwise specified by the University.

(3) Each invoice shall include:

(a) properly invoiced Taxes;

(b) Supplier's tax identification number; and

(c) all other details as the University may from time to time reasonably require by delivery of notice to that effect to Supplier.

(4) All invoices will be paid by the University within 35 days from the invoice date; provided that no invoice shall be required to be paid if it contains errors or deficiencies.

(5) The University shall be entitled to set off any monies owing to it by Supplier under this or any other agreement against any monies it may then owe to Supplier.

(6) Any change in the Rates payable pursuant to this Agreement must be approved in advance by the University in writing. Except as expressly set forth in this Section 6, Supplier acknowledges and agrees that no charges, fees, costs, expenses or any other amounts shall be payable by the University in connection with the Goods and/or Services, the deliverables or this Agreement.

(7) Supplier will register itself, as required by Applicable Law, for any Canadian federal or provincial sales, goods and services, value added and other similar taxes ("**Canadian Sales Taxes**") applicable from time to time with respect to any payment by the University under this Agreement and will be responsible for ensuring that the University is properly invoiced for such Canadian Sales Taxes as and when due. Supplier will promptly provide evidence of such registration from time to time as may reasonably be required. The University will pay the amount of such Canadian Sales Taxes to Supplier in addition to amounts payable under this Agreement on the date that it is required to make the payment to which such Canadian Sales Taxes apply. In the event that Supplier is not registered to collect and remit applicable Canadian Sales Taxes, the University shall be entitled (but not required) to withhold from the Rates all amounts in respect of applicable Canadian Sales Taxes and remit such withheld Canadian Sales Taxes to the proper taxing authorities. Supplier shall indemnify and hold harmless the University against any claims or assertions, including interest and penalty, by any relevant taxing authority in respect of Canadian Sales Taxes owed in connection with the Goods and/or Services rendered by Supplier

pursuant to this Agreement, except with respect to any Canadian Sales Taxes properly invoiced to the University as and when due. The provisions of this Section 6.1(7) shall survive and remain in full force and effect following expiry or termination of this Agreement.

(8) If the University is required to retain a holdback from payments to Supplier in respect of the Goods and/or Services pursuant to Applicable Law, the University shall be entitled to retain such holdbacks and pay to Supplier such holdback amount in accordance with Applicable Law.

## **SECTION 7 REPRESENTATIONS AND WARRANTIES**

### **7.1 Supplier Representations and Warranties**

- (1) Supplier represents and warrants to the University that,
  - (a) Supplier is duly formed and validly existing under the laws of its jurisdiction of formation and has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. The execution and delivery of this Agreement and the performance of Supplier's obligations under this Agreement have been duly authorized by all necessary corporate action on the part of Supplier.
  - (b) Supplier is not a party to, bound or affected by, or subject to, any indenture, mortgage, lease, agreement, collective agreement, obligation, instrument, charter or by-law provision, statute, regulation, order, judgment, decree, licence, permit or law which would be violated, contravened or breached as a result of the execution and delivery of this Agreement, or the performance by Supplier of any of its obligations under this Agreement.
- (2) Supplier represents and warrants, which representations and warranties shall remain true and accurate throughout the Term, that Supplier and all subcontractors, employees or other persons retained by it in connection with the Goods and/or Services and/or the performance of its obligations pursuant to this Agreement shall (at Supplier's sole cost and expense):
  - (a) procure and maintain all applicable permits, licenses and approvals of any governmental authority relating to the Goods and/or Services and/or business operations of Supplier ("**Permits**") (and provide evidence of same to the University upon request). Supplier shall notify the University immediately in writing if any Permit or any portion thereof is suspended, cancelled, terminated, withdrawn, modified or transferred in any way and if requested by the University shall immediately cease to provide Services and shall relinquish control over all equipment or property (tangible or intangible) owned by the University and in its possession and under its control on such date;
  - (b) comply with all applicable statutes, regulations and other legal stipulations or guidelines of any governmental authority having jurisdiction over the Goods and/or Services or business operations of Supplier (including Privacy Laws);
  - (c) conduct its activities and perform the Goods and/or Services in a safe, ethical and professional manner and in compliance with the *Occupational Health and Safety Act* (Ontario) (as amended or supplemented from time to time) and all equivalent municipal, provincial or federal legislation and all applicable the University policies and procedures, including health and safety policies and security and other rules and regulations (as amended from time to time) while working in or attending at any University Location;
  - (d) not take any action or make any omission that may injure or damage the University's reputation or operations; and

- (e) maintain internal information security practices, including using appropriate and up-to-date firewall and anti-virus software; maintaining said countermeasures, operating systems, and other applications with up-to-date current virus definitions and security patches; installing and operation security mechanisms in the manner in which they were intended that are designed to ensure the University will not be impacted nor its operations disrupted; and permitting only authorized users access to systems and applications and using up-to-date anti-virus tools to remove known malicious functionalities from any email message or data transmitted to the University that are designed to prevent the transmission of attacks on the University via the network connections between the University and Supplier and to prevent unauthorized access to the University systems or those of the University's third party service providers via Supplier networks and access codes.

## 7.2 Supplier Covenants

(1) Supplier covenants and agrees that it shall be solely responsible for the control and management of its operations, employment practices and labour relations. Supplier covenants and agrees that it shall be solely responsible for the payment of all compensation, including wages, salary, benefits and expenses and for all withholding and other taxes, including Canada Pension Plan, employment insurance, and workers' compensation or workplace safety and insurance in respect of each of its employees and other persons rendering services to on behalf of Supplier (including subcontractors retained by Supplier) in connection with the Goods and/or Services in each jurisdiction where the Goods and/or Services are performed.

(2) Supplier has registered, and covenants and agrees that it shall be solely responsible for registering, itself and all persons engaged for service by it under the *Workplace Safety and Insurance Act* (Ontario), as amended or supplemented from time to time, and has paid and shall pay all applicable workers' compensation premiums and maintain such registrations and workers' compensation coverage throughout the Term. Supplier further agrees to provide the University with evidence of its compliance with this Section 7.2(2) in form satisfactory to the University upon request by the University.

(3) Supplier covenants and agrees that throughout the Term all persons engaged by it to perform the Goods and/or Services are and shall be at all times legally able to work in the jurisdiction in which the Goods and/or Services are performed in the specific occupation that such person performs.

## SECTION 8 CONFIDENTIALITY AND PRIVACY

### 8.1 University Confidential Information

(1) For the purposes of this Section 8.1, "**University Confidential Information**" means all information of the University that is of a confidential nature, including all confidential information in the custody or control of the University, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Supplier in connection with this Agreement. For greater certainty, University Confidential Information shall:

- (a) include:
  - (i) all new information derived at any time from any such information whether created by the University, the Supplier or any third-party;
  - (ii) all information (including Personal Information) that the University is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but
- (b) not include information that:

- (i) is or becomes generally available to the public without fault or breach on the part of the Supplier of any duty of confidentiality owed by the Supplier to the University or to any third-party;
  - (ii) the Supplier can demonstrate to have been rightfully obtained by the Supplier, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Supplier free of any obligation of confidence;
  - (iii) the Supplier can demonstrate to have been rightfully known to or in the possession of the Supplier at the time of disclosure, free of any obligation of confidence when disclosed; or
  - (iv) the Supplier can demonstrate to have been independently developed by the Supplier; but the exclusions in this Section 8.1(1)(b) shall in no way limit the meaning of Personal Information or the obligations attaching thereto under this Agreement or at law.
- (2) During and following the Term, the Supplier shall:
- (a) keep all University Confidential Information confidential and secure by using the same degree of care to safeguard such University Confidential Information as it uses to protect its own information of like character, but in no event less than a reasonable degree of care;
  - (b) limit the disclosure of University Confidential Information to only those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Goods and/or Services and who have been specifically authorized to have such disclosure;
  - (c) not directly or indirectly disclose, destroy, exploit or use any University Confidential Information (except for the purpose of providing the Goods and/or Services, or except in accordance with Section 8.1(4)), without first obtaining: (i) the written consent of the University and (ii) in respect of any University Confidential Information about any third-party, the written consent of such third-party;
  - (d) provide University Confidential Information to the University on demand;
  - (e) return all University Confidential Information to the University before the end of the Term, with no copy or portion kept by the Supplier; and
  - (f) not remove or obscure proprietary rights notices that appear on University Confidential Information and copies thereof.
- (3) Supplier shall not copy any University Confidential Information, in whole or in part, unless copying is essential for the provision of the Goods and/or Services. On each copy made by Supplier, Supplier must reproduce all notices which appear on the original.
- (4) If Supplier or any of its of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors become legally compelled to disclose any University Confidential Information, Supplier will provide the University with prompt notice to that effect in order to allow the University to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the University and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, Supplier will disclose only that portion of University Confidential Information which Supplier is legally compelled to disclose, only to such person or persons to which Supplier is legally compelled to disclose, and Supplier shall provide notice to each such recipient (in co-operation with legal counsel for the University) that such University Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in this

Agreement and, if possible, shall obtain each recipient's written agreement to receive and use such University Confidential Information subject to those terms and conditions

## **8.2 Confidentiality and Promotion Restrictions**

(1) Any publicity or publications related to this Agreement shall be at the sole discretion of the University. The University may, in its sole discretion, acknowledge the Goods and/or Services provided by the Supplier in any such publicity or publication. Supplier shall not make use of its association with the University without the prior written consent of the University. Without limiting the generality of this Section 8.2, Supplier shall not, among other things, at any time directly or indirectly communicate with the media in relation to this Agreement unless it has first obtained the express written authorization to do so by the University.

## **8.3 Personal Information**

(1) Supplier acknowledges that in the course of providing the Goods and/or Services contemplated under this Agreement, it may be privy to personal information, which includes factual or subjective information (recorded or not) about an identifiable individual ("**Personal Information**"). Supplier agrees that all right, title and interest to such Personal Information, as between Supplier and the University, is the exclusive property of the University. In handling the Personal Information, Supplier shall:

- (a) adhere to applicable Privacy Laws;
- (b) comply with all policies and procedures of the University relating to privacy and the protection of Personal Information, as provided to Supplier in writing by the University from time to time;
- (c) appoint an individual who will be responsible within Supplier to handle the Personal Information;
- (d) use appropriate security measures to protect the Personal Information from unauthorized access or use;
- (e) limit the use of Personal Information to the purposes specified and necessary to carry out this Agreement or as prescribed by Applicable Law;
- (f) limit disclosure of Personal Information to what is authorized in writing by the University or required by Applicable Law;
- (g) promptly refer any persons seeking access to their Personal Information to the University;
- (h) return to the University or, at the University's request, dispose of the Personal Information upon completion or termination of this Agreement;
- (i) give the University access to and the right to audit Supplier's security measures for the Personal Information; and
- (j) notify the University in writing immediately upon becoming aware of any non-compliance with, or breach of, the Supplier's obligations under this Section 8.3 or under Privacy Laws, in which case Supplier shall consult with the University regarding the actions that it intends to take to remedy the breach and shall subsequently implement such actions as may be approved by the University in writing in connection therewith.

## **8.4 Remedies**

(1) The Parties acknowledge and agree that the University will be irreparably harmed by any breach or threatened breach of Supplier or any of its representatives' obligations under this Section 8,

that money damages would not be a sufficient remedy for any such breach or threatened breach of this Section 8, and that in the event of any breach or threatened breach of this Section 8, the University shall be entitled to specific performance, injunctive and/or other equitable relief as a remedy for any such breach, without the necessity of proving actual damages or posting any bond or other security.

## **8.5 FIPPA**

(1) The Parties acknowledge and agree that FIPPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, Supplier agrees

- (a) to keep Records secure;
- (b) to provide Records to the University no later than 7 days of being directed to do so by the University for any reason including an access request or privacy issue;
- (c) not to access any Personal Information unless the University determines, in its sole discretion, that access is permitted under FIPPA and is necessary in order to provide the Goods and/or Services;
- (d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the University;
- (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so;
- (f) to restrict access to Personal Information to those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Goods and/or Services and who have been specifically authorized by a University representative to have such access for the purpose of providing the Goods and/or Services;
- (g) to implement other specific security measures that in the reasonable opinion of the University would improve the adequacy and effectiveness of Supplier's measures to ensure the security and integrity of Personal Information and Records generally; and
- (h) that any University Confidential Information, and the terms of this Agreement, may be disclosed by the University where it is obligated to do so under FIPPA, by an order of a court or tribunal or pursuant to a legal proceeding and the provisions of this Section 8.5 shall prevail over any inconsistent provisions in this Agreement.

## **8.6 Survival**

(1) The provisions of this Section 8 shall survive and remain in full force and effect following the expiry or termination of this Agreement.

## **SECTION 9 INTELLECTUAL PROPERTY**

### **9.1 University Intellectual Property**

(1) Supplier agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded (including images and data), provided by the University to the Supplier shall remain the sole property of the University at all times.

## **9.2 No Use of University Insignia**

(1) Supplier shall not use any insignia or logo of the University except where required to provide the Goods and/or Services, and only if it has received the prior written permission of the University to do so.

## **9.3 Ownership of Intellectual Property**

(1) For the purposes of this Section 9, all works commissioned by the University under this Agreement, including any reports, drawings, plans, creations, works, inventions, deliverables or other works created in the provision of the Goods and/or Services, shall be referred to as “**Deliverables**”.

(2) The University shall be the sole owner of any Newly Created Intellectual Property. The Supplier irrevocably assigns to and in favour of the University and the University accepts every right, title and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favour of the University all rights of integrity and other moral rights to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time. Supplier shall execute and deliver, and shall cause its employees and subcontractors to execute and deliver, to or to the order of the University, any further or other documents pertaining to the Newly Created Intellectual Property which the University may reasonably request to confirm, effectuate, better evidence or record the rights possessed by the University and in the form as the University may reasonably prescribe.

## **9.4 Supplier's Grant of Licence**

(1) For those parts of the Deliverables that are Supplier Intellectual Property, Supplier grants to the University a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty free, fully paid-up right and licence:

- (a) to use, modify, reproduce and distribute, in any form, such Supplier Intellectual Property as part of the Deliverables; and
- (b) to authorize other persons, including agents, contractors or sub-contractors, to do any of the former on behalf of the University.

(2) Supplier shall not incorporate into any Deliverables, Goods and/or Services anything that would restrict the right of the University to modify, further develop or otherwise use the Deliverables, Goods and/or Services in any way that the University deems necessary, or that would prevent the University from entering into any contract with any contractor other than Supplier for the modification, further development of or other use of the Deliverables, Goods and/or Services.

## **9.5 Supplier Representation and Warranty Regarding Third-Party Intellectual Property**

(1) Supplier represents and warrants that the provision of the Deliverables, Goods and/or Services shall not infringe or induce the infringement of any Third Party Intellectual Property rights. Supplier further represents and warrants that it has obtained assurances with respect to any Supplier Intellectual Property and Third Party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

## **9.6 Survival**

(1) The provisions of this Section 9 shall survive and remain in full force and effect following the expiry or termination of this Agreement.



## SECTION 10 DEFAULT AND TERMINATION

### 10.1 Termination for Supplier Default

(1) If a Material Default occurs, the University shall be entitled at any time thereafter to terminate this Agreement by the delivery of written notice to Supplier, and upon the effective date of termination specified by the University in any such written notice this Agreement shall terminate, subject to any other provision contained herein that is expressed to survive termination or expiry of this Agreement. The Parties acknowledge and agree that the occurrence of a Material Default shall be incapable of rectification by Supplier.

- (2) For the purposes of this Agreement, a material default (“**Material Default**”) means:
- (a) any Change of Control with respect to which prior written consent of the University has not been obtained,
  - (b) failure of Supplier to fully comply with its obligations under Sections 7, 8, 11 and 17.2 or breach of any other obligation that is incapable by its nature of rectification;
  - (c) if Supplier shall:
    - (i) generally not pay its debts as they fall due;
    - (ii) admit in writing its inability to pay its debts generally, or make a general assignment for the benefit of creditors;
    - (iii) institute or have instituted against it any proceeding seeking
      - (A) to adjudicate it a bankrupt or insolvent;
      - (B) any liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under Applicable Law relating to bankruptcy, insolvency or re-organization or relief of debtors or otherwise; or
      - (C) the entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or any substantial part of its assets; or
    - (iv) take any corporate action to authorize any of the foregoing; or
  - (d) the failure of Supplier to fully comply with any obligation under this Agreement, other than the requirement to give notice pursuant to Section 17.3, the result of which, in the University’s sole discretion, could have a material adverse effect on the University’s operations or reputation.

(3) Without limiting the University’s rights under Section 10.1(1), in the event that Supplier shall at any time fail to fully perform or comply with any provision contained in this Agreement, other than one giving rise to a Material Default, and the University shall have delivered written notice to Supplier requiring the rectification of same, such rectification must be made to the satisfaction of the University in its sole discretion, by the date that is 30 days following the date of delivery of such notice to Supplier to the satisfaction of the University in its sole discretion. If such rectification is not made within such 30 day period, the University shall be entitled at any time thereafter to terminate this Agreement by the delivery of written notice to that effect to Supplier. Upon the effective date of termination specified by the University in any such written notice this Agreement, shall terminate, subject to any other provision contained herein that is expressed to survive termination or expiry of this Agreement.

## 10.2 Termination for the University's Convenience

(1) Notwithstanding Section 2.1(1), the University shall be entitled at any time, for any or no reason, to,

- (a) terminate this Agreement by the delivery of at least thirty days' prior written notice to that effect to Supplier, and upon the effective date of termination specified by the University in any such notice this Agreement shall terminate, subject to any other provision contained herein that is expressed to survive termination or expiry of this Agreement.

## 10.3 Consequences of Termination and Expiration

(1) If the University terminates this Agreement, Supplier shall immediately cease any work and shall invoice the University for the portion of the Goods and/or Services performed up to the effective date of such termination.

(2) Upon termination or expiry of this Agreement, as the case may be, or otherwise upon request from time to time by the University, Supplier shall,

- (a) return all the University property and equipment in its (or its employees' or representatives') possession, including badges and security identification;
- (b) remove all of its property and equipment (including that of its employees and representatives) from any University Locations and any other location where Services were being provided; and
- (c) co-operate with, and provide such assistance as may be requested by, the University in order to facilitate the orderly termination and/or transition of the Goods and/or Services with the least amount of inconvenience and disruption to the University's business as is reasonable in the circumstances.

(3) Supplier agrees that the University may perform or arrange to be performed any work necessary to remove Supplier's property and equipment from the University Locations and bill Supplier for all expenses incurred. If Supplier does not remove its property and/or equipment from any University Location within seven calendar days following any such termination or request, the University may (without further notice) retain such property and equipment for its own use and/or sell any such property and equipment and retain the proceeds therefrom.

(4) The rights and remedies in Sections 10.1, 10.2 and 10.3 are cumulative and in addition to any other right or remedy available under this Agreement, at law or equity.

## SECTION 11 INSURANCE

(1) Supplier shall, at its sole cost and expense, take out and keep in full force and effect at all times during the Term, with an insurer acceptable to the University:

- (a) occurrence based comprehensive commercial general liability insurance with a limit in an amount of not less than \$2,000,000 per occurrence. Such insurance will include coverage for personal injury liability, bodily injury liability, advertising injury liability, products and completed operations liability, blanket contractual liability (including liability for damage to or losses relating to performance by Supplier of its obligations set forth herein), property damage liability (including liability for damage to or losses relating to a University Location and any University or other third party chattels, property, merchandise, trade fixtures, or monies), and business interruption relating to the University's operations.

- (b) all risk property insurance reflecting full replacement values and including full business interruption values. Such insurance will include coverage for damage to or losses of chattels, property, merchandise, trade fixtures, or monies that are owned by Supplier or that it is responsible to insure (including those located within any University store or other University Location from time to time, and any University owned or leased property for which Supplier has agreed to be responsible) and business interruption relating to the business operations conducted by Supplier.
- (c) a commercial automobile liability insurance policy for all owned, non-owned and hired vehicles with a minimum of \$2,000,000 combined single limit for bodily injury and property damage. Non-owned and hired vehicle coverage may be included within the commercial general liability coverage above.
- (d) professional liability (errors and omissions) insurance in an amount of not less than \$1,000,000 per occurrence.
- (e) privacy and data security (also known as “cyber liability”, “network security” or “technology errors and omissions”) in an amount of not less than \$2,000,000 per occurrence.

(2) All such policies of insurance shall include an endorsement providing that no cancellation of any such policy will be effective unless the University received at least 30 days’ prior written notice of such cancellation.

(3) Supplier shall cause its commercial general liability insurance referred to in subsection Section 11(1)(a) to name the University as an additional insured and to be endorsed with a waiver of subrogation in favour of the University.

(4) Supplier shall cause a certificate(s) of insurance executed by the insurer named in the applicable policies described above (or by an authorized insurance broker) to be delivered to the University concurrently with Supplier’s execution of this Agreement, upon annual renewal of said insurance, and from time to time following the receipt of a written request therefor from the University.

(5) The University does not in any way represent or warrant that the coverage or limits of insurance specified in this Section 11 are sufficient or adequate to protect Supplier’s interests or liabilities.

(6) Supplier shall not, without the University’s prior written consent, which may be withheld for any or no reason whatsoever, keep anything within a University Location or use a University Location for any activity that increases the insurance premium cost or invalidates any insurance policy carried by any person with respect to a University Location or any part thereof. All property kept, stored or maintained within a University Location by or on behalf of Supplier shall be at Supplier’s sole risk.

## **SECTION 12 INDEMNITY**

### **12.1 Supplier Indemnity**

(1) Supplier shall indemnify and save the University, its directors, officers, employees and agents, harmless from and against any and all claims, damages, losses, liabilities, demands, judgments, causes of action, legal proceedings, economic loss (including lost profits), penalties or other sanctions and any and all costs and expenses arising in connection therewith (including legal fees and disbursements on a substantial indemnity basis) that may, directly or indirectly, result from, arise out of or be in relation to (a) the performance by Supplier, or by any of its employees, subcontractors or other persons for whom it is responsible, of the Goods and/or Services; (b) any breach, violation or non-performance by Supplier, or by any of its employees, subcontractors or other persons for whom it is responsible, of any term, condition, representation, warranty or covenant contained in this Agreement; (c) any failure or delay by Supplier to make or maintain any registration, coverage or payments or file any return or information required by Applicable Law; (d) any negligent act or omission of Supplier or any of

its employees, subcontractors or other persons for whom it is responsible at law or in equity; (e) any claim that the Goods and/or Services or Deliverables, or their use by the University, directly or indirectly, violate or infringe any intellectual property right or other proprietary right of any person; and/or (f) any failure of the Supplier or any subcontractor to comply with the requirements of the GLC Provision.

(2) The provisions of this Section 12 shall survive and remain in full force and effect following any termination or expiry of this Agreement.

## **SECTION 13 LIMITATION OF LIABILITY**

### **13.1 Limitation on University Liability**

(1) In no event shall the University be liable for any indirect, special, punitive or consequential damages related in any way to this agreement and/or the provision of services, regardless of the legal theory upon which any such damage claim is based, even upon the fault, tort (including negligence), breach of contract, statute, regulation, or any other theory of law or breach of warranty by, or strict liability of, the University. This exclusion applies even if the University has been advised of the possibility of such damages in advance and even if any available remedy fails of its essential purpose except to the extent caused by willful misconduct of the University.

(2) The provisions of this Section 13 shall survive and remain in full force and effect following any termination or expiry of this Agreement.

## **SECTION 14 NOTICES**

(1) Any notice to be given by this Agreement shall be in writing and effectively given if (a) delivered personally, (b) sent by prepaid courier service or certified/registered mail with a copy by email:

(a) in the case of notice to the University at:

**[Insert address]**

Attention: ●

Email.: ●

(b) in case of notice to the Supplier at:

**[Insert address]**

Attention: ●

Email.: ●

or at such other address as the Party to whom such notice or other communication is to be given shall have advised the Party giving same in the manner provided in this Section 14.

(2) Any notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is so delivered, provided that if such day is not a Business Day such notice or other communication shall be deemed to have been given and received on the next following Business Day. Any notice or other communication sent by registered mail shall be deemed to have been given and received on the third Business Day following the date of mailing. Regardless of the foregoing, if there is a mail stoppage or labour dispute or threatened labour dispute which has affected or could affect normal mail delivery by the applicable postal service, then no notice or other communication may be delivered by registered mail.

## **SECTION 15 AUDIT RIGHTS**

### **15.1 Access to Records**

(1) For seven years following the expiry or termination of this Agreement, the Supplier shall maintain all necessary records to substantiate:

- (a) all charges and payments under the Agreement; and
- (b) that the Goods and/or Services were provided in accordance with the Agreement and with Applicable Law.

(2) During the Term, and for seven years after the Term, the Supplier shall permit and assist the University in conducting audits of the operations of the Supplier to verify:

- (a) all charges and payments under the Agreement; and
- (b) that the Goods and/or Services were provided in accordance with the Agreement and with Applicable Law.

The University shall provide the Supplier with at least 10 Business Days' prior notice of its requirement for such an audit.

- (3) If any such audit or inspection,
  - (a) reveals the Rates paid by the University to be incorrect, so that such error resulted in an overpayment by the University equal to or greater than three percent of Rates required to be paid by the University in accordance with this Agreement; or
  - (b) reveals any breach, violation or non-performance by Supplier of any term, condition, representation, warranty or covenant contained in this Agreement,

then Supplier shall (in addition to forthwith reimbursing the University for any overpayment) pay all costs incurred by the University with respect to any audit(s) and/or inspection(s) that uncovered such error, including the costs of any internal and external auditors, accountants and associates of the University directly involved with such process.

(4) The provisions of this Section 15.1 shall survive and remain in full force and effect following any termination or expiry of this Agreement.

## **SECTION 16 FORCE MAJEURE**

### **16.1 General**

- (1) For the purposes of this Agreement, "Force Majeure" means an event that is,
  - (a) beyond the reasonable control of a Party; and
  - (b) makes a Party's performance of its obligations under this Agreement impossible or so impractical as reasonably to be considered impossible in the circumstances.
- (2) Force Majeure includes,
  - (a) war, riots and civil disorder;
  - (b) storm, flood, earthquake or other severely adverse weather conditions; and
  - (c) confiscation, expropriation or other similar action by a government body,

if such events meet the test set out in Section 16.1(1)(b).

- (3) Force Majeure shall not include,
  - (a) any event that is caused by the negligence or intentional action of a Party or such Party's subcontractors or agents or employees;
  - (b) strikes, lockouts or similar labour actions; or
  - (c) any event that a diligent Party could reasonably have been expected to,
    - (i) take into account at the time of the execution of this Agreement; and
    - (ii) avoid or overcome in the carrying out of its obligations under this Agreement.
  - (d) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **16.2 No Breach of Contract**

(1) The failure of a Party to fulfill any of its obligations under this Agreement shall not be considered to be a breach of, or default under, this Agreement to the extent that such failure to fulfill the Agreement obligation arose from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

### **16.3 Measures to be Taken**

(1) A Party affected by an event of Force Majeure shall take all reasonable measures to fulfill its obligations under this Agreement with a minimum of delay.

(2) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 days after the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(3) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

### **16.4 Payments**

(1) During the period of the Supplier's inability to deliver or perform the Goods and/or Services as a result of an event of Force Majeure, the University shall continue to pay the Supplier under the terms of this Agreement for any of the Goods and/or Services that it completes pursuant to this Agreement and in accordance with this Agreement.

### **16.5 Consultation**

(1) Not later than 30 days after the Supplier, as the result of an event of Force Majeure, has become unable to deliver or perform a material portion of the Goods and/or Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

### **16.6 Alternative Arrangements**

(1) Notwithstanding any other rights that the University may have under this Agreement, the University may, during the period that the Supplier is unable to provide any or all of the Goods and/or Services due to an event of Force Majeure, seek alternative sources of goods or service, provided that

such alternative sources are in respect of only those Goods and/or Services that the Supplier is not able to deliver and shall be used only for the period that the Supplier is not able to deliver those Goods and/or Services.

## 16.7 Termination

(1) If the event of Force Majeure exists for a period of more than 90 days and the Supplier is unable, during that period, to provide, the majority or all of the Goods and/or Services as a result of the event of Force Majeure, the University or the Supplier may terminate this Agreement immediately (without notice).

## SECTION 17 GENERAL PROVISIONS

### 17.1 Entire Agreement

(1) This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof. It is understood and agreed that there are no agreements, conditions, warranties, terms, representations or arrangements, oral or written, statutory or otherwise, other than those contained herein, and that all prior conversations, understandings, arrangements, statements, communications or agreements, oral or written, with respect to this Agreement are hereby superseded. No change, amendment or supplement to any provision of this Agreement shall be binding unless it is in writing. The Parties agree that any preprinted terms and conditions on any Supplier invoice, work order or similar document shall be of no force and effect, even if signed by both Parties.

### 17.2 No Assignment

(1) Supplier shall not assign or otherwise transfer any part of this Agreement without the prior written consent of the University, which may be withheld for any or no reason. The University shall be entitled to assign this Agreement by delivery of written notice to Supplier. Subject to any restrictions herein contained, this Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

### 17.3 Change of Control

- (1) Supplier shall provide written notice to the University immediately upon the occurrence of:
- (a) an actual or proposed change of Control of the Supplier; or
  - (b) a change in circumstances that may materially adversely affect the Supplier in a way which could impair the Supplier's ability to perform its respective obligations under or in connection with this Agreement;

(each such change, a "**Change of Control**").

- (2) For the purposes of this Section 17.3, the term "**Control**" means with respect to any person at any time,
- (a) 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
  - (b) the exercise of de facto control of that person, whether direct or indirect and whether through the ownership of securities or ownership interests or by contract, trust or otherwise.

#### **17.4 Subcontractors**

(1) Supplier may not use any subcontractors or agents in connection with the performance of its obligations under this Agreement without the University's prior written approval. In the event that Supplier performs the Goods and/or Services by use of any subcontractors or agents, Supplier shall be fully responsible for ensuring that such subcontractor and/or agent complies with all of the obligations pursuant to this Agreement. For greater certainty, Supplier shall remain responsible for compliance with all obligations to the University notwithstanding the use of a subcontractor or agent.

#### **17.5 Joint and Several**

(1) Where two or more persons execute this Agreement as the Supplier, the liability under this Agreement of such persons executing this Agreement shall be joint and several.

#### **17.6 Governing Law**

(1) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Parties hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario. The provisions of this Section 17.6 shall survive and remain in full force and effect following any termination or expiry of this Agreement.

#### **17.7 Relationship**

(1) The Supplier shall be an independent contractor with respect to the delivery of the Goods and/or Services. This Agreement shall not create or confer upon the Parties, in any way or for any purpose, any relationship except that of contracting parties, and in particular does not create a partnership, a principal and agent, a joint venture or a landlord and tenant relationship between the University and Supplier or an employer-employee relationship between the University and the employees of and other persons rendering services to Supplier. All dealings by Supplier with its clients, creditors, suppliers, workmen, contractors, agents, employees, and other similar persons shall be conducted exclusively in Supplier's name and Supplier shall not in any manner obligate the University on account thereof, and/or suggest to such persons that the University bears any obligation with respect to same.

#### **17.8 No Waiver**

(1) No condoning or waiver by the University of any default or breach by Supplier at any time or times in respect of any of the obligations, terms, covenants and conditions contained in this Agreement to be performed or observed by Supplier shall be deemed or construed to operate as a waiver of the University's rights under this Agreement in respect of any continuing or subsequent default or breach nor so as to defeat or affect in any way the rights and remedies of the University under this Agreement in respect of any such continuing or subsequent default or breach. Unless expressly waived in writing, the failure of the University to insist in any one or more cases upon the strict performance of any of the obligations, terms, covenants and conditions contained in this Agreement to be performed or observed by Supplier shall not be deemed or construed to operate as a waiver for the future strict performance or observance of such agreements, terms, covenants and conditions.

#### **17.9 Severability**

(1) If for any reason any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then such term, covenant or condition

- (a) shall be deemed to be independent of the remainder of the Agreement and severable and divisible therefrom, and its invalidity, unenforceability or illegality shall not affect, impair or invalidate the remainder of the Agreement or any part thereof; and



- (b) shall continue to be applicable to and enforceable to the fullest extent permitted by law against any person and circumstance other than those to which it has been held or rendered invalid, unenforceable or illegal.

#### **17.10 Cumulative Remedies**

(1) The University's rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.

#### **17.11 Currency**

(1) All references herein to currency are to Canadian currency and all payments shall be made in Canadian currency unless otherwise specified by the University.

#### **17.12 Language**

(1) The Parties acknowledge and agree that they have required that this Agreement be prepared in the English language. Les parties reconnaissent avoir exigé que les présentes soient rédigées en langue anglaise.

#### **17.13 Counterparts**

(1) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Any counterpart signature transmitted by facsimile or by sending a scanned copy by electronic mail or similar electronic transmission shall be deemed an original signature.

#### **17.14 Further Assurances**

(1) The Parties hereby agree from time to time to execute such further agreements or other documents (whether under corporate seal or otherwise) and do all such other acts and things as may be necessary or desirable to give effect to the terms of this Agreement and to carry out and effectuate the provisions hereof.

#### **17.15 Third Parties**

(1) Except as expressly set forth herein, nothing contained in this Agreement is intended to confer upon any person not a party to this Agreement any rights, benefits or remedies of any kind or character whatsoever, and no such person shall be deemed a third-party beneficiary under this Agreement.

***[Signature page to follow]***

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

**THE GOVERNING COUNCIL OF THE  
UNIVERSITY OF TORONTO**

Per:

\_\_\_\_\_

Name:

Title:

I have authority to bind the University.

**[SUPPLIER]**

Per:

\_\_\_\_\_

Name:

Title:

I have authority to bind the corporation.

**SCHEDULE 1**

**DESCRIPTION OF GOODS AND/OR SERVICES AND UNIVERSITY LOCATIONS**

# **OLYMPUS CANADA**

## **Schedule D Part 2**

### **Financial Submission Requirements and Evaluation Criteria**

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

**A. FINANCIAL SUBMISSION - GENERAL**

Proponents should provide their pricing response in the table below. For equipment components already included, please indicate “incl.” in the Net Selling Price column.

The total cost below should include all costs associated with the system, including delivery FOB (North American Shipping Terms) to the University, installation, set-up, the required warranty and software update coverage and all training requirements (including travel accommodation costs for trainers).

**1. Fees**

Qty	Model #	Components	List Price	Normal Discount	Educational Discount	CFI Discount	Net Selling Price
1		Spinning Disk Microscope (Including all components required to meet the specifications and requirements as listed in section B.2 – B.5 of Schedule D Part 1)	\$841,363.00	\$173,043.64	0	\$133,658.87	\$534,660.49
1		Delivery	\$5,000.00	0	0	0	\$5,000.00
1		Installation & Testing	\$11,192.00	0	0	\$2,238.40	\$8,953.60
		Training	included	-	-	-	-
		Standard Warranty One (1) Year	included	-	-	-	-
1		Optional Extended Warranty Four (4) Years	\$87,329.00	0	0	\$17,465.80	\$69,863.20
		Software & Firmware updates (five (5) years)	included	-	-	-	-
		<b>TOTAL</b>	<b>\$944,844.00</b>	<b>\$173,043.64</b>	<b>0</b>	<b>\$153,363.07</b>	<b>\$618,477.29</b>

In the event of mathematical errors in extension of prices or other ambiguities, unit prices shall govern over total bid prices, and words shall govern over numbers.

Delivery Lead Time 6 to 8 weeks

The University will not be reimbursing any expenses, including but not limited to:

- Administrative mark up
- Travel and Transportation
- Parking
- Accommodations & Meals

**2. Optional Additional Components**

Proponent may include any of the optional items listed section B.6 of Schedule D Part 1, or any other items they feel may provide additional value to the University. The University will accept any optional components at their discretion.

Qty	Model #	Components	List Price	Normal Discount	Educational Discount	CFI Discount	Net Selling Price
1		Dual-disk Spinning Disk Confocal Unit with both 50 µm and 25 µm pinhole disks	\$378,312.00	\$70,856.15	0	\$61,553.05	\$245,902.80
1		Additional laser lines and associated optics for additional fluorophore imaging (DAPI and Cy5)	\$37,186.00	\$6,972.38	0	\$6042.72	\$24,170.90
1		Additional filters to optimize separation of non-optimal fluorophore pairs	\$2,140.00	\$401.25	0	\$347.75	\$1,391.00
1		Additional objectives	\$12,410.00	\$2,326.88	0	\$2,016.62	\$8,066.50
1		Additional sample holder	\$363.00	\$68.06	0	\$58.99	\$235.95
1		DIC optics	\$15,947.00	\$2,990.06	0	\$2591.39	\$10,365.55
1		Components for epifluorescence imaging	\$19,140.00	\$2,301.75	0	\$3,367.65	\$13,470.60
1		Optional 1-year extended warranty (for Year 2 after acceptance of the system)	\$27,291.00	0	0	\$5,458.20	\$21,832.80
1		Optional 2-year extended warranty (for Years 2-3 after acceptance of the system)	\$49,123.00	0	0	\$9,824.60	\$39,298.40
1		Optional 3-year extended warranty (for Years 2-4 after acceptance of the system)	\$69,593.00	0	0	\$13,918.60	\$55,674.40
1		Optional 4-year extended warranty (for Years 2-5 after acceptance of the system)	\$87,329.00	0	0	\$17,465.80	\$69,863.20

The University will accept any optional items at their discretion.

Delivery Lead Time 6 to 8 weeks

The University will not be reimbursing any expenses, including but not limited to:

- Administrative mark up
- Travel and Transportation
- Parking
- Accommodations & Meals

### **Canada Foundation for Innovation (CFI)**

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 the CFI can be found at [www.innovation.ca](http://www.innovation.ca).

CFI requires all Suppliers 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 should be the price normally provided to educational institutions. In addition, Suppliers must identify and document the standard market price of any equipment supplied at no charge. Suppliers are asked to provide these details in their Quote. It is not mandatory for Suppliers to provide an in-kind contribution. If the list price and the normal educational prices are the same, Suppliers should provide a statement in their Quote to explain the rationale behind their pricing strategy.

**educational price and the in-kind contributions may be audited for reasonableness by the CFI.**

To help ensure the accuracy of the pricing information, the following definitions are provided:

#### **Normal Discount**

A discount normally offered to the University, taking into consideration factors such as the University's current volume of transactions and location. A discount for early settlement or for settlement in cash is considered to be a normal discount.

#### **Educational Discount**

A discount offered to the University due to its educational status.

#### **Normal Educational Price**

The price that would normally have been charged to the University after normal and educational discounts, but prior to any discount offered as a contribution towards the CFI-funded purchase or project.

#### **In-kind Contribution**

A non-monetary resource that an external partner offers as a contribution towards a CFI-funded project. It may include the value, in whole or in part, of eligible capital items (i.e. equipment, accessories/options and software), or non-capital items (i.e. extended warranties, delivery, installation costs and training) that are needed to bring the infrastructure into service. The in-kind contribution is equal to the best normal educational prices, less the net selling price (if any).

#### **Net Selling Price**

The cash consideration payable by the University.

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

<b>Submission Requirements</b>	<b>Maximum Pages</b>	<b>Evaluation Criteria</b>	<b>Maximum Points</b>
The Proponent shall submit the following:  (a) Financial Submission 1. Fees	N/A	Each Proponent will receive a percentage of the total possible points allocated to price it has bid by dividing that Proponent's price into the lowest bid price in that category.  For example, if a Proponent bids \$120.00 and that is the lowest bid price, that Proponent receives 100% of the possible points ( $120/120 = 100\%$ ). A Proponent who bids \$150.00 receives 80% of the possible points ( $120/150 = 80\%$ ), and a Proponent who bids \$240.00 receives 50% of the possible points ( $120/240 = 50\%$ ).	<b>20 Points</b>





Olympus Canada Inc.  
 25 Leek Crescent  
 Richmond Hill ON, L4B 4B3, Canada  
 Tel: (800) 387-0437  
 Fax: 1 (888) 240-2607/1 (905) 886-7631  
 OCI-customerservice@olympus.com  
<http://www.olympus-lifescience.com>

# Quotation

<b>Quotation #</b>	QT-CA-RH-121406
<b>Quote title</b>	Spin50 445-488-514-561+2FusionBT+FRAP405-561 - Nathan King - RFP# UOT202016184
<b>Date</b>	May 19, 2020

**Bill to:**

University of Toronto - Facilities & Services  
 Accounts Payable Dept  
 255 McCaul Street, 4th Floor  
 Toronto, ON M5T 1W7, Canada

**Ship to:**

Dr. Simple Simon

Expires	Customer Ref #	Contact Name	Contact Phone	Contact Email	Customer Fax	Ship Via
Aug 31, 2020		Heather McFarlane				FedEx Ground (OCI)
Payment Terms	Incoterms	Currency	Sales Rep	Sales Rep Phone	Sales Rep Email	Second Sales Rep
Pending Credit Check	DDP	Canadian Dollar	Fanrui Meng		fanrui.meng@olympus.com	Gabriel Lapointe

P/N	Qty	Description	Tax	Unit Price	Extended Price
		***** OLYMPUS IXPLORE SPIN WITH CELLFRAP SYSTEM FOR SPINNIG DISK MICROSCOPE AND FRAP *****			
		**** Olympus IX83 Motorized Inverted Microscope Frame ****			
IX83P2F-1	1	IX83P2ZF-1-2;MICROSCOPE FRAME WITH 2 DECKS		14,087.15	14,087.15
WHN10X-1-8	2	Eyepiece for BX/IX, 10x w/ =24mm t=1.5mm Retical Shelf, FN22		176.55	353.10
3-U243	1	U-BI90-1-2;GX/IX BINOC OBSERV. TUBE		665.50	665.50
U-I120	1	IX3-CBH; CONTROL BOX FOR IX83		5,618.80	5,618.80
U-R944	1	U-MCZ-1-2; FOCUS CONTROL MODULE FOR BX63/IX83		1,467.95	1,467.95
U-IFCBL200-1-2	1	Interface Cable for IX3/BX3/STM7 - 200CM		156.75	156.75
IX3-ILL-1-2	1	IX3 Transmitted Light Pillar		1,711.45	1,711.45
SIS-9701040	1	E9701040; SP-CABLE-IEEE1394-4.5M		55.90	55.90
SIS-FWC	1	E9700719; PCI-Express (PCIe-x1) Firewire Card. One 1394A/FireWire400 and three 1394B/FireWire800 ports		102.70	102.70
UYCP-11	6	UYCP-11; US Style 3-prong Power Cord		16.25	97.50
4-U1732	1	IX3-SSU; Ultrasonic scanning encoded stage for IX3 microscopes with 3-year warranty		14,098.80	14,098.80
OML-NANO-ZL100-OSSU	1	Piezo Z stage with 100 microns travel. Closed loop control. Compatible with IX3-SSU microscope stage. Includes Nano-DriveC controller with digital interface. Compatible sample holder: AC-ZLFS sample frame, AC-ZLU sample holder. AC-ZLFS compatible with Olympus IX3-HOS, IX3HO35D and multiwell plates.		9,273.55	9,273.55

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 OCI-customerservice@olympus.com  
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# Quotation

<b>Quotation #</b>	QT-CA-RH-121406
<b>Quote title</b>	Spin50 445-488-514-561+2FusionBT+FRAP405-561 - Nathan King - RFP# UOT202016184
<b>Date</b>	May 19, 2020

P/N	Qty	Description	Tax	Unit Price	Extended Price
OML-AC-ZLFS	1	Compatible with Nano-ZLxxx-OSSU piezo Z stages. This frame accomodates multiwell plates, Olympus IX3-HOS, Olympus IX3-HO35D sample holders.		279.50	279.50
4-U3232	1	IX3-HOS-1-2; Slide Holder for IX3-HOW		187.85	187.85
IX3-ZDC2	1	TruFocus Z Drift Compensator, 2nd generation. - laser-based hardware focus maintenance module - continuous and on-shot operation		10,748.40	10,748.40
		***** Objectives *****			
UPLXAPO40XO	1	Universal Plan X Apochromat (U PL XAPO) 40X oil objective, NA 1.40, working distance 0.13 mm - intermediate magnification, high resolution oil immersion lens - latest generation Olympus optical coatings and design to provide chromatic correction from 400-1000 nm		5,124.60	5,124.60
UPLAPO60XOHR	1	Universal Plan Apochromat (PL APO) 60X High Resolution (HR) oil objective, NA 1.50, working distance 0.11 mm - high magnification, highest resolution oil immersion lens for critical high and super resolution imaging - this is an Olympus exclusive lens, no other lens manufacturer can provide a lens at this magnification and NA which is also Plan corrected - this lens is only sold by Olympus, it is not accessible to third party system providers		8,679.00	8,679.00
UPLAPO100XOHR	1	Universal Plan Apochromat (PL APO) 100X High Resolution (HR) oil objective, NA 1.50, working distance 0.12 mm - high magnification, highest resolution oil immersion lens for critical high and super resolution imaging - this is an Olympus exclusive lens, no other lens manufacturer can provide a lens at this magnification and NA which is also Plan corrected - this lens is only sold by Olympus, it is not accessible to third party system providers		8,991.00	8,991.00
Z-81226	1	Immersion Oil, 30CC with SDS		49.40	49.40
		***** Transmitted Light Path *****			
5-UL1237	1	U-LH100L-3-7; 12V/100W Halogen Lamphouse, 0.8M Long Cord, WEEE		596.05	596.05
OSS-54251	2	EVA 64623 HLX, 12V 100W, Tungsten Halogen, Low Volt		4.55	9.10
U-RMT-1-6	1	Extension Cable for Halogen Lamp House, 2M		129.00	129.00
45FR-1-2	1	45MM Diffusion Filter		31.20	31.20
6-U211	1	IX2-LWUCD; Long WD DIC/Phase Condenser, NA 0.55, WD 27MM		928.20	928.20
		***** Spinning Disk Scanner Unit *****			
CSUW1-1D2C	1	N5691100; Yokogawa CSU-W1 SD, 2 camera		195,863.85	195,863.85
IX3FP	1	IX3-FP;FIXING PLATE ON OPTICAL BENCH		462.15	462.15

Olympus Canada Inc.  
 25 Leek Crescent  
 Richmond Hill ON, L4B 4B3, Canada  
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 OCI-customerservice@olympus.com  
<http://www.olympus-lifescience.com>

# Quotation

<b>Quotation #</b>	QT-CA-RH-121406
<b>Quote title</b>	Spin50 445-488-514-561+2FusionBT+FRAP405-561 - Nathan King - RFP# UOT202016184
<b>Date</b>	May 19, 2020

P/N	Qty	Description	Tax	Unit Price	Extended Price
CSUW1P-FB	1	N5692700; FIXING BLOCK SD		917.80	917.80
SD-SR-MGCA	1	N5692800; MOTORIZED MAG CHANGER SD-SR		26,979.70	26,979.70
U-B30050	1	U-IFCBL50; CONNECTION CABLE FOR IX3/BX3 - 50CM		185.25	185.25
SD-COMB	1	N5692500; IX3SPIN COMBINER 4-LINE		8,035.29	8,035.29
OC-SPN-445	1	OBIS LX 445NM Spin/SpinSR Laser, 75mW		9,013.76	9,013.76
OC-SPN-488	1	OBIS LS 488NM Spin/SpinSR Laser, 100mW		10,026.24	10,026.24
OC-SPN-514	1	OBIS LX 514NM Spin/SpinSR Laser, 40mW		5,262.08	5,262.08
OC-SPN-561	1	OBIS LS 561NM Spin/SpinSR Laser, 100mW		12,018.56	12,018.56
SD-PSU	1	N5692900; POWER SUPPLY UNIT SD		2,431.00	2,431.00
OSIS-RTCE	1	E9700105; OSIS EXTENDED REALTIME CONTROLLER		9,449.01	9,449.01
SD-SAFI3BE	1	N5693100; IXPLORE SPIN SAFETY LABELS		191.08	191.08
FV30-ILSW	1	FV30-ILSW;LASER INTERLOCK SWITCH FOR IX83 STAND.		380.90	380.90
F10DID	1	FV5-DID;LASER SAFETY NOSEPIECE INSERT		159.25	159.25
F12IX3TFC	1	FV12-IXCOV;IX3 TRANSMISSION FILTER COVER		309.40	309.40
FV31-ILLSW	1	FV31-ILLSW; Laser Interlock Safety Unit for IX3-ILL		527.40	527.40
FV31-ADPM	1	FV31-ADPM;Adapter mirror for MCOMB with SCOMB.		1,402.80	1,402.80
FV31-ADP514	1	FV31-ADP514; Laser Diode Adapter Kit for 514		1,579.20	1,579.20
CSUW1P-DD03	1	CSUW1P-DD03; Optional Dichroic Mirror 445/514/640 for Yokogawa CSU-W1		1,837.80	1,837.80
CSUW1P-DE04	1	CSUW1P-DE04; Optional CFP Emission Filter, 482/35		1,348.80	1,348.80
CSUW1P-DE05	1	CSUW1P-DE05; Optional YFP Emission Filter, 578/105		1,593.00	1,593.00
CSUW1P-DC02	1	N5691200; BEAM SPLITTER 514 (OPTIONAL)		1,225.20	1,225.20
OH-FUSION-BT	2	ORCA Fusion BT, diagonal 21mm 2304x2304 6.5um sCMOS, QE 95%, 30 fps (USB3.0) 89 fps (CoaXP), C-mount, incl. USB3.0 card, USB3.0A-microB CBL, power supply, one trigger cable, HCImage Live SW.		23,281.83	46,563.66
OH-CAMRA1010	2	CoaXPress board and cable for ORCA Fusion, full height bracket  ***** cellFRAP Photomanipulation Module *****		2,982.20	5,964.40
OSIS-FRAPIX83-UP	1	E9700156; HI SPEED SCANNING FRAP FOR IX83 UPPER PORT		44,760.95	44,760.95
PRM-2020052002	1	Oxxius laser combiner with 405nm (100mW) and 561nm (100mW) lasers. Includes: -LBX-405-100-CSB-OE-900 -LCX-561L-100-CSB-OE-900 -1x L4Cc bench for 2 lasers (includes optical components for 4 lasers, electronics, remoteboxx, and power supply) -1x OPT-AOM-L4Cc (AOM for LCX-561L)		34,987.26	34,987.26

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# Quotation

<b>Quotation #</b>	QT-CA-RH-121406
<b>Quote title</b>	Spin50 445-488-514-561+2FusionBT+FRAP405-561 - Nathan King - RFP# UOT202016184
<b>Date</b>	May 19, 2020

P/N	Qty	Description	Tax	Unit Price	Extended Price
OCT-TQ2BX3	1	-1x ACX-Kineflex (RGBV PM fiber output – Kineflex coupler) ET-405/488/561/647nm Laser Quad TIRF Set w/BX3 cube		2,540.20	2,540.20
OSIS-FRAP-SAFETY	1	E0431991; LASER SAFETY KIT FOR FRAP SYSTEM WHEN W/O TIRF		4,092.40	4,092.40
CIT-SMB2SMB8	4	CABLE - SMB TO SMB (8FT, MALE TO MALE)		31.20	124.80
OSIS-FRAP-LSR-CBL	1	E9700159; FRAP CONTROLLER TO OSIS LASER CABLE 2M - LEMO2BNC		184.60	184.60
***** Image Acquisition Workstation and Software *****					
HP-Z4G4-OCI	1	Z4 G4 Tower, Win10, Intel Xeon W-2123 3.6 2666MHz 8.25 4Core CPU, 64GB DDR4-2666 RAM, 2TB SATA SSD, 4x2TB SATA HDD, Quadro RTX 4000 8GB		5,159.70	5,159.70
D-U4320Q	1	Dell UltraSharp 43" 4K USB-C Monitor Software Packages		1,056.39	1,056.39
CS-DI-V3	1	CS-DI-V3; cellSens Dimension Version 3		4,383.00	4,383.00
CS-S-MP-VF	1	CS-S-MP-VF; cellSens Multi-Position Solution		1,368.36	1,368.36
CS-S-PM-VF	1	CS-S-PM-VF; Cellsens Photo Manipulation Solution		1,303.20	1,303.20
***** Anti-vibration Table and System Shelf *****					
OTMC-637512M	1	750x1200mm CLEANBENCH W/M6 HOLES on 25 mm SPACING		5,451.55	5,451.55
OTMC-907512	1	ONTRAK PACKING SYSTEM FOR 750x1200mm TABLES		523.25	523.25
OTMC-8301401	1	RETRACTABLE CASTERS, SET OF 4		625.95	625.95
FV30RACK	1	5-29-26; Slim 5 Rack 29Ru 20"Deep		474.50	474.50
FV30RKWHLS	1	5WL; Locking Wheels		74.75	74.75
FV30RKSHELF	4	Sh-5A-26; Zero Ru Shelf		94.90	379.60
***** Olympus IXplore Spin with cellFRAP System Installation *****					
OCI-INSTALL-DAY	2	Olympus system CSA certification, installation, calibration and commissioning performed by licensed Olympus field service engineers. Total of 2 days of work will be required for the IXplore Spin with cellFRAP system.  For Credit Card orders, please call 800-387-0437		4,476.80	8,953.60



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## Quotation

<b>Quotation #</b>	QT-CA-RH-121406
<b>Quote title</b>	Spin50 445-488-514-561+2FusionBT+FRAP405-561 - Nathan King - RFP# UOT202016184
<b>Date</b>	May 19, 2020

•Changes, additions or deletions are from this package quotation may cause pricing adjustments.  
•Prices quotes are FOB origin and in USD unless otherwise stated in this quotation. Shipping charges will be added to your invoice at the time of shipment. Olympus will prepay and add shipping costs unless your carrier collect account number is provided.  
• Orders and warranty for Olympus equipment are accepted based on Olympus terms and conditions. You can view these terms at <http://www.olympus-lifescience.com/en/terms>.  
• Orders received and confirmed for custom manufactured products may not be cancelled or returned without written authorization from Olympus.  
• Olympus reserves the right to charge a restocking fee if confirmed order is cancelled or returned.  
• Your quotation may be prepared as taxable due to the financial obligations for the state you are located in. If you are tax exempt and need to have tax removed from your quote, please provide your tax exempt form along with your purchase order.  
•Decision Rule for accredited calibration: Pass or Fail is based solely on established tolerance with no additional accounting of uncertainty.

Total Price :	\$852,555.00
Total CFI Discount :	\$135,897.27
Other Discount :	\$173,043.64
Subtotal :	<b>\$543,614.09</b>
Shipping :	5,000.00
<b>Grand Total (CAD) :</b>	<b>\$548,614.09</b>

We invite you to share your opinion about our products and service. Please email [OCI-Contact@olympus.com](mailto:OCI-Contact@olympus.com) with your feedback regarding Olympus



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# Quotation

<b>Quotation #</b>	QT-CA-RH-121464
<b>Quote title</b>	OPTIONS - Nathan King - RFP# UOT202016184
<b>Date</b>	May 24, 2020

**Bill to:**

University of Toronto - Facilities & Services  
 Accounts Payable Dept  
 255 McCaul Street, 4th Floor  
 Toronto, ON M5T 1W7, Canada

**Ship to:**

Dr. Simple Simon

Expires	Customer Ref #	Contact Name	Contact Phone	Contact Email	Customer Fax	Ship Via
Aug 31, 2020		Heather McFarlane				FedEx Ground (OCI)
Payment Terms	Incoterms	Currency	Sales Rep	Sales Rep Phone	Sales Rep Email	Second Sales Rep
Pending Credit Check	DDP	Canadian Dollar	Fanrui Meng		fanrui.meng@olympus.com	Gabriel Lapointe

P/N	Qty	Description	Tax	Unit Price	Extended Price
CSUW1-2D2C	1	*** Dual-disk Spinning Disk Confocal Unit *** CSUW1-2D2C; Yokogawa CSU-W1 2-camera 2-disk Note: Replaces item CSUW1-1D2C		245,902.80	245,902.80
		*** Additional Laser Lines and Associated Optics ***			
OC-SPN-405	1	OBIS LX 405NM Spin/SpinSR Laser, 50mW Note: Filters for DAPI and similar fluorophores are already included with the IXplore Spin.		6,059.30	6,059.30
OC-SPN-640	1	OBIS LX 640NM Spin/SpinSR Laser, 100mW Note: Filters for Cy5 and similar fluorophores are already included in the IXplore Spin		3,677.70	3,677.70
FV31-CCFUR	1	FV31-CCFUR;FV3000 Fiber unit between MCOMB and SCOMB Note: Required when more than 5 lasers are installed.		3,797.30	3,797.30
FV31-SCOMB	1	FV31-SCOMB;FV3000 Sub combiner for FV31-MCOMB Note: Required when more than 5 lasers are installed.		5,695.30	5,695.30
FV31-ADPM	1	FV31-ADPM;Adapter mirror for MCOMB with SCOMB. Note: Required when more than 5 lasers are installed.		1,519.70	1,519.70
FV31-ADP445	1	FV31-ADP445; Laser Diode Adapter Kit for 445 Note: Required when more than 5 lasers are installed.		1,710.80	1,710.80
FV31-ADP514	1	FV31-ADP514; Laser Diode Adapter Kit for 514 Note: Required when more than 5 lasers are installed.		1,710.80	1,710.80
		*** Additional Filters for Optimal Imaging of Alternate Combination ***			

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<b>Quotation #</b>	QT-CA-RH-121464
<b>Quote title</b>	OPTIONS - Nathan King - RFP# UOT202016184
<b>Date</b>	May 24, 2020

P/N	Qty	Description	Tax	Unit Price	Extended Price
OCT-ET535/30M	1	535nm Emission Filter 25mm Dia For optimal YFP/RFP pair		278.20	278.20
OCT-E620/60M	1	620nm Emission Filter 25mm Dia For optimal YFP/RFP pair		278.20	278.20
OCT-ET473/24M	1	473nm Emission Filter 25mm Dia For optimal CFP/GFP pair		278.20	278.20
OCT-E519/26	1	519nm Bandpass Filter 25mm Dia For optimal GFP/mOrange pair		278.20	278.20
OCT-E605/70M	1	605nm Emission Filter 25mm Dia For optimal GFP/mOrange pair		278.20	278.20
		*** Additional Objectives ***			
UPLXAPO10X	1	UPLXAPO10X OBJECTIVE, OFN26.5, NA0.40, WD3.1mm		2,022.15	2,022.15
UPLXAPO20X	1	UPLXAPO20X OBJECTIVE, OFN26.5, NA0.80, WD0.6mm		2,629.25	2,629.25
UPLXAPO40X	1	UPLXAPO40X OBJECTIVE, OFN26.5, NA0.95, WD0.18mm, W/CC		3,415.10	3,415.10
		*** Additional Sample Holder ***			
4-U321	1	IX3-HO35D; 35MM Dish Holder for IX3-HOW		235.95	235.95
		*** DIC Optics ***			
U-P230	1	IX-LWPO; POLARIZER ATTACHMENT FOR IX2-LWUCD		586.30	586.30
U-M636I	1	IX3-FDICT; Analyzer Cube for DIC W/IX3-RFACS		360.75	360.75
U-P106	1	U-DICTS; Transmitted DIC Prism Slider, Shift Type		2,602.60	2,602.60
U-P100	1	U-DICT;NOMARSKI SLIDER FOR TRANS LIGHT, FITS IN SLOT U-D6RE		2,336.10	2,336.10
U2-CD411	1	IX2-DIC10; Nomarski Prism for 10X Objective, 30MM		764.40	764.40
U2-CD412	1	IX2-DIC20; Nomarski Prism for 20X Objective, 30MM		764.40	764.40
U2-CD414	1	IX2-DIC40; Nomarski Prism for 40X Objective, 38MM		764.40	764.40
U2-CD416	1	IX2-DIC60; Nomarski Prism for 60X Objective, 38MM		1,050.40	1,050.40
U2-CD410	1	IX2-DIC100; Nomarski Prism for 100X Objective, 38MM		1,136.20	1,136.20

<b>Quotation #</b>	QT-CA-RH-121464
<b>Quote title</b>	OPTIONS - Nathan King - RFP# UOT202016184
<b>Date</b>	May 24, 2020

P/N	Qty	Description	Tax	Unit Price	Extended Price
		*** Epifluorescence Imaging Components ***			
5-UR403	1	IX3-RFA; Straight Illuminator for IX53, IX73, IX83		1,044.55	1,044.55
5-UR416A2	1	IX3-RFACA-1-3; MOTORIZED IX3 FLUORESCENCE TURRET		2,102.75	2,102.75
OEX-01000457RIX	1	X-Cite Mini+ 365 nm, includes IX3-RFA flange, speedDIAL, accessory kit		5,491.20	5,491.20
OCT-39000BX3	1	AT-DAPI/Hoechst/Alexa350 Filter Set 375/28X, BS415, 460/50M w/BX3 cube		805.35	805.35
OCT-39001BX3	1	AT-ECFP/Cerulean Filter Set 435/20X, BS455, 480/30M w/BX3 cube		805.35	805.35
OCT-39002BX3	1	AT-EGFP/FITC/CY2/Alex488 Filter Set 480/30X, BS505, 535/40M w/BX3 cube		805.35	805.35
OCT-39003BX3	1	AT-EYFP/Venus/Cit Filter Set 495/20X, BS515, 540/30M w/BX3 cube		805.35	805.35
OCT-39010BX3	1	AT-TxRed/mCherry/Alex594 Filter Set 560/40X, BS600, 635/60M w/BX3 cube		805.35	805.35
OCT-39007BX3	1	AT-CY5/Alexa647/Draq5 Filter Set 620/50X, BS655, 690/50M w/BX3 cube		805.35	805.35
		*** Extended Warranty ***			
		- Provided in addition to the standard product warranty, covering the whole system - Extended warranty bundles of higher number of years will have cheaper price per year. - Price needs to be paid upfront. Service contract needs to be signed.			
OCISC-IMGSYS-H	1	1-year Extended Warranty for Year 2 after acceptance of the system. Includes parts, labour, travel; does not include preventative maintenance.		21,832.80	21,832.80
OCISC-IMGSYS-H-2YR	1	2-year Extended Warranty for Year 2-3 after acceptance of the system. Includes parts, labour, travel; does not include preventative maintenance.		39,298.40	39,298.40
OCISC-IMGSYS-H-3YR	1	3-year Extended Warranty for Year 2-4 after acceptance of the system. Includes parts, labour, travel; does not include preventative maintenance.		55,674.40	55,674.40
OCISC-IMGSYS-H-4YR	1	4-year Extended Warranty for Year 2-5 after acceptance of the system. Includes parts, labour, travel; does not include preventative maintenance.		69,863.20	69,863.20
		For Credit Card orders, please call 800-387-0437			





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## Quotation

<b>Quotation #</b>	QT-CA-RH-121464
<b>Quote title</b>	OPTIONS - Nathan King - RFP# UOT202016184
<b>Date</b>	May 24, 2020

•Changes, additions or deletions are from this package quotation may cause pricing adjustments.  
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• Olympus reserves the right to charge a restocking fee if confirmed order is cancelled or returned.  
• Your quotation may be prepared as taxable due to the financial obligations for the state you are located in. If you are tax exempt and need to have tax removed from your quote, please provide your tax exempt form along with your purchase order.  
•Decision Rule for accredited calibration: Pass or Fail is based solely on established tolerance with no additional accounting of uncertainty.

Total Price :	\$698,834.00
Total CFI Discount :	\$122,645.37
Other Discount :	\$85,916.53
Subtotal :	<b>\$490,272.10</b>
Shipping :	1,500.00
<b>Grand Total (CAD) :</b>	<b>\$491,772.10</b>

We invite you to share your opinion about our products and service. Please email [OCI-Contact@olympus.com](mailto:OCI-Contact@olympus.com) with your feedback regarding Olympus



Shedding New Light On **HEALTHCARE**



*Nikon Eclipse Ti2-E with CSU-W1*

*PREPARED FOR:*

***Spinning Disk Microscope***

***RFP No. UOT20200101***

Schedule D Part 2 - Financial Submission Requirements

Attention:

Nathan King, Sr Procurement Officer

[n.king@utoronto.ca](mailto:n.king@utoronto.ca)

Submission Deadline: June 1, 2020 at 2:00 p.m. (Local Time)






# Shedding New Light On **HEALTHCARE**

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## TABLE OF CONTENTS

## WE ARE NIKON

### 1. WE ARE VALUE

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 Optional Components – Quote 0013810	Pages 14-17

## WE ARE FOR YOU

**NIKON CANADA INC.** 1366 AEROWOOD DRIVE

MISSISSAUGA, ON L4W 1G1

[msinfo.ca@nikon.com](mailto:msinfo.ca@nikon.com)

# Nikon Canada

## Schedule D Part 2

### Financial Submission Requirements and Evaluation Criteria

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

**A. FINANCIAL SUBMISSION - GENERAL**

Proponents should provide their pricing response in the table below. For equipment components already included, please indicate “incl.” in the Net Selling Price column.

The total cost below should include all costs associated with the system, including delivery FOB (North American Shipping Terms) to the University, installation, set-up, the required warranty and software update coverage and all training requirements (including travel accommodation costs for trainers).

**1. Fees**

Qty	Model #	Components	List Price	Normal Discount	Educational Discount	CFI Discount	Net Selling Price
1		Spinning Disk Microscope (Including all components required to meet the specifications and requirements as listed in section B.2 – B.5 of Schedule D Part 1)	751,120.14	0	0	181,249.54	569,870.60
1		Delivery	500	0	0	0	500
1		Installation & Testing	8,400	0	0	8,400	0
1		Training	5,000	0	0	5,000	0
1		Standard Warranty One (1) Year	Incl.	0	0	0	Incl.
		Optional Extended Warranty Four (4) Years	118,850	0	0	39,401.40	79,448.60
1		Software & Firmware updates (five (5) years) ***	6,853	0	0	1,713.36	5,140.08
		<b>TOTAL</b>	<b>883,870.14</b>	<b>0</b>	<b>0</b>	<b>234,050.94</b>	<b>649,819.20</b>

In the event of mathematical errors in extension of prices or other ambiguities, unit prices shall govern over total bid prices, and words shall govern over numbers.

**\*\*\*Software upgrades are included with Extended Warranty purchase. Cost is for upgrade if Extended Warranty is not purchased. Software pricing has not been included in totals.**

Delivery Lead Time \_\_\_\_\_ Nikon’s makes every effort to expedite all shipments; due to the current pandemic situation, delivery may be executed within 6-14 weeks \_\_\_\_\_

The University will not be reimbursing any expenses, including but not limited to:

- Administrative mark up
- Travel and Transportation
- Parking
- Accommodations & Meals

**2. Optional Additional Components**

Proponent may include any of the optional items listed section B.6 of Schedule D Part 1, or any other items they feel may provide additional value to the University. The University will accept any optional components at their discretion.

Qty	Model #	Components	List Price	Normal Discount	Educational Discount	CFI Discount	Net Selling Price
1	See quote for part #	Epifluorescence Upgrade	21,652.63	0	0	4,414.67	17,237.96
1	MRD00105	CFI PLAN APO LAMBDA 10X	2,905.32	0	0	726.33	2,178.99
1	MRD00405	CFI PLAN APO LAMBDA 20X	5,182.32	0	0	1,295.58	3,886.74
1	See quote part #	DIC Upgrade	8,289.60	0	0	2,072.4	6,217.20

The University will accept any optional items at their discretion.

Delivery Lead Time \_\_\_\_\_ Nikon’s makes every effort to expedite all shipments; due to the current pandemic situation, delivery may be executed within 6-14 weeks \_\_\_\_\_

The University will not be reimbursing any expenses, including but not limited to:

- Administrative mark up
- Travel and Transportation
- Parking
- Accommodations & Meals

### **Canada Foundation for Innovation (CFI)**

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 the CFI can be found at [www.innovation.ca](http://www.innovation.ca).

CFI requires all Suppliers 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 should be the price normally provided to educational institutions. In addition, Suppliers must identify and document the standard market price of any equipment supplied at no charge. Suppliers are asked to provide these details in their Quote. It is not mandatory for Suppliers to provide an in-kind contribution. If the list price and the normal educational prices are the same, Suppliers should provide a statement in their Quote to explain the rationale behind their pricing strategy.

**educational price and the in-kind contributions may be audited for reasonableness by the CFI.**

To help ensure the accuracy of the pricing information, the following definitions are provided:

#### **Normal Discount**

A discount normally offered to the University, taking into consideration factors such as the University's current volume of transactions and location. A discount for early settlement or for settlement in cash is considered to be a normal discount.

#### **Educational Discount**

A discount offered to the University due to its educational status.

#### **Normal Educational Price**

The price that would normally have been charged to the University after normal and educational discounts, but prior to any discount offered as a contribution towards the CFI-funded purchase or project.

#### **In-kind Contribution**

A non-monetary resource that an external partner offers as a contribution towards a CFI-funded project. It may include the value, in whole or in part, of eligible capital items (i.e. equipment, accessories/options and software), or non-capital items (i.e. extended warranties, delivery, installation costs and training) that are needed to bring the infrastructure into service. The in-kind contribution is equal to the best normal educational prices, less the net selling price (if any).

#### **Net Selling Price**

The cash consideration payable by the University.

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

<b>Submission Requirements</b>	<b>Maximum Pages</b>	<b>Evaluation Criteria</b>	<b>Maximum Points</b>
The Proponent shall submit the following:  (a) Financial Submission 1. Fees	<b>N/A</b>	Each Proponent will receive a percentage of the total possible points allocated to price it has bid by dividing that Proponent's price into the lowest bid price in that category.  For example, if a Proponent bids \$120.00 and that is the lowest bid price, that Proponent receives 100% of the possible points ( $120/120 = 100\%$ ). A Proponent who bids \$150.00 receives 80% of the possible points ( $120/150 = 80\%$ ), and a Proponent who bids \$240.00 receives 50% of the possible points ( $120/240 = 50\%$ ).	<b>20 Points</b>





**NIKON CANADA INC. INSTRUMENTS  
DIVISION**

1366 Aerowood Drive Mississauga, Ontario L4W 1C1  
Telephone: (905) 625-9910 Fax: (905) 602-9953

**QUOTATION**

**Date:** May, 24, 2020

**Quote #:** 00139800

**Spinning disk microscope for live cell imaging of plant samples  
RFP No. UOT20200101**

Compiled for: **Dr. Simple Simon**





**NIKON CANADA INC. INSTRUMENTS DIVISION**

1366 Aerowood Drive Mississauga, Ontario L4W 1C1  
Telephone: (905) 625-9910 Fax: (905) 602-9953

**QUOTATION**

**Date:** May, 24, 2020

**Quote #:** 00139800

**ACCOUNT:**

**University of Toronto**  
1 King's College Circle  
Toronto, Ontario M5S 1A1, Canada

**Phone:** (416) 978-6728

**Fax:** (416) 978-1381

**QUOTE TO:**

**Dr. Simple Simon**

**YOUR SALES ACCOUNT MANAGER IS:**

**Sonia Montanari** - +1 416 937 7162

**FOR ORDER PLACEMENT, CONTACT:**

**Nikon Canada Inc. Instruments Division**

**Email:** msorders.ca@nikon.com

**Fax:** (905) 602-9953

**Terms:** Net 30

**Delivery:** 6-14 weeks

**FOB:** Destination Prepaid and Added

**Ship Via:** Best

Nikon is pleased to present this system proposal in response to RFP No. UOT202016184

List Price: CAD 751,120.14

CFI In-Kind Contribution: CAD 181,249.54

Final Price: CAD 569,870.60

QTY	PRODUCT #	PRODUCT DESCRIPTION
<b>Nikon Eclipse Ti2-PFS Motorized Inverted Microscope Platform with Dual UltraWide FOV Imaging Ports for Confocal Applications</b>		
1	MEA54000	Ti2-E Inverted Motorized Microscope Stand, Motorized Light Distribution; Eye 100/Left 100/Right 100/Left 80/ Eye Prisms, Sideport FOV 22mm C-Mount or 25mm F-Mount, Manual Switching Intermediate Magnification Lens with Status Detection 1.0-1.5x (1.5x exchangeable to 2.0x), Manual In/Out and Manual Focus Bertrand Lens with Status Detection, Built-In Hub for Motorized Accessory Connection, Includes 2 ISO C-Mount Sideport Adapters, Main Cable, Cable Clips and Toolkit
1	MEF55037	Ti2-E Controller, Provides Power for Motorized Stand and Motorized Components, USB and LAN Connection, Two Connectors Accommodating Four I/O Channels Each
2	97050	USB 2.0 A-B 15ft Cable
4	79035	Power Cord 120V, Lead Free
2	MAK10110	CFI 10X Eyepiece F.N. 22mm Diopter Adjustment-NC
1	MEB52340	TC-T-TS S Binocular Tube S



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## QUOTATION

Date: May, 24, 2020

Quote #: 00139800

QTY	PRODUCT #	PRODUCT DESCRIPTION
1	MEB55830	Ti2-T-BS Binocular Body Base Unit (Simple)
1	MEP59394	Ti2-ND-P Perfect Focus System 4, 340nm-800nm, Six Place DIC Motorized Nosepiece with Motorized Reflector, Measure Unit, 45mm IR Block Filter for Diascopic Illumination, Pinch Guard and Drip Hose
1	MEC56120	Ti2-S-SE-E Motorized Stage with Encoder, XY Stroke: 114mm x 75mm, Repeat Position Accuracy +/- 0.5µm (or less)
1	MEF55705	Ti2-S-JS Joystick, XY Control of Motorized Stage, Z-Focus Control of Microscope, PFS On/Off, Programable Function Buttons for Microscope Component Control, Liquid Crystal Display that Indicates Status of Microscope
1	MEC59140	Ti2-S-HU Universal Adjustable Holder for Motorized Stage, Holds Petri Dishes and Slides
1	MED54550	Ti2-FP Fixing Plate
1	MEE59920	Ti2-D-PD Diascopic Illumination Pillar, Tilt-Back Design with Locking Mechanism, Centerable Condenser Carrier, Filter Holder for Two Fixed 45mm Filter
1	MEE55700	Ti2-D-LHLED Transmitted Light LED Lamphouse, Built-In Fly Eye Lens for Wide, Even Illumination, 45mm Neutral Density ND32 Filter for Bright Field Observaton
1	MEL56200	T-C-LWD Lens Unit for System Condenser Turret, N.A. 0.52, Working Distance 30mm
2	MEV51030	Ti2-F-FLT-E Motorized Epi Fluorescence Turret, Six Position, Compatible with 25mm and 32mm Fluor Cubes
1	MEE58017	Ti-LA-Exchangeable Mirror (100% Reflect)
1	MXA22147	S-Ti2-DCL Daisy Cable Long, Connects Filter Turrets and Manual L-Apps Main Branches to Hub for Intelligent Mirror Position
1	MXA22158	S-Ti2I-LU Interlock Cable between Ti2-E, Ti2-A and LU-4A
1	MEL51005	TC-C-TC Condenser Turret, Seven Position, Aperture Diaphragm, ND Filter In Holder, Labels
1	MXA22146	S-Ti2-DCS Daisy Cable Short, For Daisy Chaining Filter Turrets and Wheels
1	MED53210	Ti2-LA-SUE Ti2-E Stage Up Kit
2	77023027	NI-BB Triggered device hub for direct hardware triggering of optomechanical devices. Includes National Instruments PCIe 6323 NIDAQcard and trigger cable set. Requires appropriate hardware drivers and triggered device control modules for NIS-Elements.
1	MEE54840	Ti2-LA-BM-E Motorized Main Branch
1	MEE54880	Ti2-LA-BS Sub Branch
<b>Yokogawa CSU-W1 Spinning Disk Confocal System for Integration with Dual Cameras, 445/514/488/561nm Permanently Pre-aligned Laser Launch, and Accessories</b>		
1	99924	CSU-W1 50µm pinhole disk array with motorized 1st dichroic mirror block, 2 Camera ports, two integrated 10 position emission filterwheels, and quad 1st dichroic mirror. Includes controller, keyswitch and keys, RS232 and connection cables, and user manual
1	77097049	LUN-F Laser Launch with single fiber output: 445 (35mW), 488nm (90mW), 514nm (30mW), 561nm (70mW)
1	77013247	Interlock Box
2	77015532	FF01-472/30-25 CFP Emission Filter 25mm
2	77014803	ET525/36m Emission Filter, max blocking for 488 & 561 laser lines. 25mm diameter, max 5mm thick,
2	77074757	ET520/20x Emission Filter, 25mm
1	77074728	ET540/24m Emission Filter, 25mm



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## QUOTATION

Date: May, 24, 2020

Quote #: 00139800

QTY	PRODUCT #	PRODUCT DESCRIPTION
1	77074493	ET605/52m Emission Filter 25mm
1	77014399	ET620/60m emission filter
1	99933	DM A561LP for CSUW-1
1	99934	DM A514LP for CSUW-1
1	99938	DM 445/514/640 for CSUW-1
1	MQS41220	NIS-Elements: Hardware Module: Wavelength control - device control for Sutter, Prior and Uniblitz illumination devices including shutters and filter wheels.
1	MQS42780	Device Control for Externally Triggering a Device Through a Camera *MQS41320 is a Required Module for Triggered Piezo Z *MQS41930 is a Required Module for Triggered DG4/5 Available for C, HC, AR & BR only
1	99936	Full Mirror for CSUW-1
<b>Dual Camera System including two Photometrics Prime 95B sCMOS Cameras</b>		
2	77018302	Photometrics Prime 95B-22MM Back-illuminated sCMOS Camera. 1412x1412,35fps@16-bits, 11um pixel. -20C air or -25C water cooling, PCIeinterface, USB3.0, C-mount connection. ~95% peak QE.
<b>Galvano Miniscanner Photo-bleaching and Stimulation with 405 nm Laser</b>		
1	77097004	LUN-F Laser Launch with single fiber output 405nm (50mW)
1	MQS41970	NIS-ELEMENTS XY GALVO DRIVER FOR PHOTO-STIMULATION AND PHOTO-BLEACHING .AVAILABLE FOR C AND AR ONLY. REPLACES 77010594
1	77086005	Opti-Microscan XY Galvo Scanning Unit for Ti2 Lapps. Includescontroller, adapter, and cables. Requires Lapps main branch, NIS-Elements AR-6D, HC, or C with module XY Galvo, and compatible Nikonlaser system.
1	97337	C-TIRF Filter Cube 405nm Reflection with 320nm and 720nm Transmission
<b>High Performance Objective Lenses</b>		
1	MRD00205	CFI60 Plan Apochromat Lambda 20x Objective Lens, N.A. 0.75, W.D. 1.0mm, F.O.V. 25mm, DIC, Spring Loaded
1	MRH01401	CFI60 Plan Fluor 40x Oil Immersion Objective Lens, N.A. 1.3, W.D. 0.2mm, F.O.V. 25mm, DIC
1	MRD01691	CFI60 Apochromat TIRF 60X Oil Immersion Objective Lens N.A. 1.49, W.D. 0.12mm, F.O.V 22mm, DIC
1	MRD01991	CFI60 Apochromat TIRF 100X Oil Immersion Objective Lens N.A. 1.49, W.D. 0.12mm, F.O.V 22mm, DIC
3	MXA22168	30cc Non-Fluorescing Immersion Oil F
<b>Piezo Z-Drive for Ultra-Fast Z-Stack Acquisition</b>		
1	91989	Ti/Ti2 Piezo Stage Insert with USB Controller..
1	91997	Universal Holder for Piezo Stage
1	MQS41320	NIS-Elements: Hardware Module: Motorized Focus Control - device control for external motorized focus control. Includes Prior, Maerzhauser, Nikon RFA, and PI Piezo Z drive (note that piezo is via RS232 only).



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Telephone: (905) 625-9910 Fax: (905) 602-9953

**QUOTATION**

**Date:** May, 24, 2020

**Quote #:** 00139800

QTY	PRODUCT #	PRODUCT DESCRIPTION
<b>High Performance HP Workstation featuring High End Graphics Card and NIS-Elements Advanced Research Software Package including 2D/3D Deconvolution</b>		
1	77019756	Advanced Imaging Workstation - HP Z4 featuring Intel Xeon 3.7 GHz processor (8 cores), 64GB DDR4 2666 Mhz RAM, NVIDIA RTX4000 8GB, 512GB M.2 Turbo SSD O/S drive, 1TB M.2 Turbo SSD data drive, 12TB datastorage, 2x Gb LAN ethernet, premium keyboard and optical mouse. Windows 10 64-bit Professional. Includes 3 years warranty for parts, labor, and service.
1	77019738	31.5" Z32 4k UHD Display. 3840x2160@60 Hz. 1x each HDMI 2.0, DisplayPort 1.2, Mini DisplayPort 1.2, USB-C (3.1 Gen1) upstream and downstream, 3x USB 3.0 ports. 3 year parts and labor warranty.
1	MQS31000	NIS-Elements Advanced Research Package for 6D Image Acquisition and Analysis Includes Camera and Nikon Motorized Microscope Drivers (except Nikon RFA) Optional Modules Include: 6D Acquisition, Jobs, Image Database, 2D/3D Deconvolution, EDF, 2D Object Tracking, 3D Measurement, Ratio & FRET, Object Classifier, General Analysis, STORM and SIM
1	MQS42560	NIS-Elements: Module: 6D Imaging - Acquisition Module for 6 Dimensional Imaging, Includes Time, Channel or Wavelength and Focus, Multipoint or Multi Stage Position. Note that Device Drivers are Required, and only Available in AR Included in C and HC packages.
1	MQS41930	Device control for of Sutter DG4/5, AOTF, Agilent, Lumencor SpectraX, Spinning Disk, etc (Does NOT Include the Wavelength Control Module (MQS41220) for filter control)
1	MQS41960	NIS-ELEMENTS HARDWARE MODULE -DEVICE CONTROL FOR YOKOGAWA CSU-W1 In addition, MQS41930 and MQS41220 required for integration with Spinning Disk.
1	MQS41450	Hardware module for allowing simultaneous camera control. Needed for any Dual Andor, Dual Hamamatsu Flash 4.0. Version 4.20 and higher.
1	MQS43130	NIS-ELEMENTS JOBS ACQUISITION MODULE FOR CUSTOM ROUTINES. AVAILABLE FOR C AND AR ONLY. MQS42560 6D IMAGING REQUIRED.
<b>Optical Table and Air Compressor</b>		
1	77049153	36"x48" Vibration Isolation Table with 2" Clean Bench, 1/4 -20 on 1" spacing. Price includes freight to dock delivery for US shipments only. Inside delivery and rigging is not included and is the customer's responsibility.
1	77049093	P15 TC Panther Silent Compressor; Air Compressor for Vibration Isolation Table, 110v. Price does not include Freight.
<b>Nikon Installation and Training</b>		
	TR000001	Hourly training rate
	NCI_ID_INSTALLFEE	NCI ID INSTALLATION FEE

<b>TOTAL LIST:</b>	<b>\$751,120.14</b>
<b>DISCOUNT:</b>	<b>-\$181,249.54</b>
<b>SHIPPING:</b>	<b>\$500.00</b>
<b>TOTAL:</b>	<b>\$570,370.60</b>

**\*\*\* PLEASE FAX ORDER TO NIKON CANADA INC @ or email us at msorders.ca@nikon.com\*\*\***



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DIVISION**

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Telephone: (905) 625-9910 Fax: (905) 602-9953

**QUOTATION**

**Date:** May, 24, 2020

**Quote #:** 00139800

Installation and Training are included in the quotation.

All pricing is in Canadian dollars and does not include applicable taxes. Quote is valid for 30 days unless otherwise noted.

THANK YOU FOR YOUR INTEREST IN MICROSCOPY SOLUTIONS FROM NIKON.

To qualify for 'tax/taxes not included' prices your appropriate exemption certificate must be supplied together with your purchase order.

Prices are based solely on the quantities indicated.

All Product returned to Nikon with Nikon's prior authorization in its sole discretion for a reason other than defective,

or that is determined by Nikon not to be defective, is subject to a fifteen (15%) percent restocking charge.

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**QUOTATION**

**Date:** May, 24, 2020

**Quote #:** 00139810



**Optional Components for RFP No. UOT202016184**



**NIKON CANADA INC. INSTRUMENTS  
DIVISION**

1366 Aerowood Drive Mississauga, Ontario L4W 1C1  
Telephone: (905) 625-9910 Fax: (905) 602-9953

**QUOTATION**

**Date:** May, 24, 2020

**Quote #:** 00139810

**ACCOUNT:**

**University of Toronto**  
1 King's College Circle  
Toronto, Ontario M5S 1A1, Canada

**Phone:** (416) 978-6728

**Fax:** (416) 978-1381

**QUOTE TO:**

**Dr. Simple Simon**

**YOUR SALES ACCOUNT MANAGER IS:**

**Sonia Montanari** - +1 416 937 7162

**FOR ORDER PLACEMENT, CONTACT:**

**Nikon Canada Inc. Instruments Division**

**Email:** msorders.ca@nikon.com

**Fax:** (905) 602-9953

**Terms:** Net 30  
**Delivery:** 6-14 weeks  
**FOB:** Destination Prepaid and Added  
**Ship Via:** Best

Optional Components in response to RFP No. UOT20200101  
Line by line pricing and CFI In-Kind Contribution can be found in in the Pricing Schedule.

QTY	PRODUCT #	PRODUCT DESCRIPTION	LIST PRICE	EXTENDED PRICE
<b>4 Years of Service Contract Coverage (for a total of 5 years coverage with 1 year Standard Warranty included with the purchase)</b>				
1	C3700418	W-1 SPIN DISK w/LASER UNIT_1 YEAR CONTRACT		
1	C3700420	W-1 SPIN DISK w/LASER UNIT_3 YEAR CONTRACT		
<b>SUBTOTAL:</b>			<b>118,580.00</b>	<b>79,448.60</b>

**Components for Widefield Epifluorescence Imaging**

1	77013498	X-Cite XYLIS 365nm System. Includes XYLIS unit (XT720S), SpeedDIALremote, 3mmx1500mm Liquid Light Guide, Quick Start Guide, Hex Key, USBCable, Power Cord.		
1	96361	C-FL CFP Hard Coat, High Signal-to-Noise, Zero Shift Filter Set, Excitation: 436/20nm (426-446nm), Emission: 480/40nm (460-500nm), Dichroic Mirror: 455nm		
1	96362	C-FL GFP Hard Coat, High Signal-to-Noise, Zero Shift Filter Set, Excitation: 470/40nm (450-490nm), Emission: 525/50nm (500-550nm), Dichroic Mirror: 495nm		





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**QUOTATION**

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QTY	PRODUCT #	PRODUCT DESCRIPTION	LIST PRICE	EXTENDED PRICE
1	96363	C-FL YFP Hard Coat, High Signal-to-Noise, Zero Shift Filter Set, Excitation: 500/20nm (490-510nm), Emission: 535/30nm (520-550nm), Dichroic Mirror: 515nm		
1	96365	C-FL Texas Red Hard Coat, High Signal-to-Noise, Zero Shift Filter Set, Excitation: 560/40nm (540-580nm), Emission: 630/70nm (593-668nm), Dichroic Mirror: 585nm		
1	MEE54860	T12-LA-BF Fixed Main Branch		
1	MEE54720	T12-LA-FL Epi Fluorescence Module, Fiber Input		
1	MQS41920	Controls Shutter and Illumination Intensity from EXFO and SOLA (RS232slow Control) Light Sources Note: Control for Sutter Lambda XL, but MQS41220 also needed		
4	NCI_ID_INSTALLFEE	NCI ID INSTALLATION FEE		

<b>SUBTOTAL:</b>	<b>21,652.63</b>	<b>17,237.96</b>
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**Confocal-Grade Objective Lenses**

1	MRD00105	CFI60 Plan Apochromat Lambda 10x Objective Lens, N.A. 0.45, W.D. 4.0mm, F.O.V. 25mm, DIC, Spring Loaded		
1	MRD00405	CFI60 Plan Apochromat Lambda 40x Objective Lens, N.A. 0.95, W.D. 0.17-0.25mm, F.O.V. 25mm, DIC, Correction Collar 0.11-0.23mm, Spring Loaded		

<b>SUBTOTAL:</b>	<b>8,087.64</b>	<b>6,065.73</b>
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**Components for DIC Imaging**

1	MBH76220	D-C DIC Slider 20x		
1	MBH76240	D-C DIC Slider 40x I		
1	MBH76160	D-C DIC Slider 60x I		
1	MBH76190	D-C DIC Slider 100x I		
1	MEN51942	TC-C-DICP DIC Polarizer		
1	MEN51985	Ti2-C-DICACL Analyzer Cube for Fluorescence Turret Large Field of View (32mm filters)		
1	MEH51520	TC-C-ML-N2D LWD Dry DIC Condenser Module		

<b>SUBTOTAL:</b>	<b>8,289.60</b>	<b>6,217.20</b>
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**Four Years of Software Update Agreements (for a total of five years of software updates with one year of free software updates included with the purchase)**

4	MQS31410	NIS-Elements: Advanced Research Software Upgrade Agreement (AR-SUA)		
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<b>SUBTOTAL:</b>	<b>6,853.44</b>	<b>5,140.08</b>
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<b>SHIPPING:</b>	<b>\$100.00</b>
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**QUOTATION**

**Date:** May, 24, 2020

**Quote #:** 00139810

**\*\*\* PLEASE FAX ORDER TO NIKON CANADA INC @ or email us at msorders.ca@nikon.com\*\*\***

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THANK YOU FOR YOUR INTEREST IN MICROSCOPY SOLUTIONS FROM NIKON.

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or that is determined by Nikon not to be defective, is subject to a fifteen (15%) percent restocking charge.  
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# QUORUM TECHNOLOGIES

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## **Schedule D Part 2**

### **Financial Submission Requirements and Evaluation Criteria**

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

**A. FINANCIAL SUBMISSION - GENERAL**

Proponents should provide their pricing response in the table below. For equipment components already included, please indicate “incl.” in the Net Selling Price column.

The total cost below should include all costs associated with the system, including delivery FOB (North American Shipping Terms) to the University, installation, set-up, the required warranty and software update coverage and all training requirements (including travel accommodation costs for trainers).

**1. Fees**

Qty	Model #	Components	List Price	Normal Discount	Educational Discount	CFI Discount	Net Selling Price
		Spinning Disk Microscope (Including all components required to meet the specifications and requirements as listed in section B.2 – B.5 of Schedule D Part 1)	\$ 666,854	\$ 0	\$ 0	\$ 140,973	\$ 525,881
		Delivery					\$ 1,800
		Installation & Testing	\$ 2,400	\$ 0	\$ 0	\$ 508	\$ 1,892
		Training	\$ 1,200	\$ 0	\$ 0	\$ 254	\$ 946
		Standard Warranty One (1) Year	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
		Optional Extended Warranty Four (4) Years System covered for 2 years at no cost. Optional Extended Warranty for Three (3) further Years	\$ 112,500	\$ 0	\$ 0	\$ 49,500	\$ 63,000
		Software & Firmware updates (five (5) years)	\$ 17,610	\$ 0	\$ 0	\$ 3,522	\$ 14,088
		<b>TOTAL</b>					

In the event of mathematical errors in extension of prices or other ambiguities, unit prices shall govern over total bid prices, and words shall govern over numbers.

Delivery Lead Time 8 – 12 weeks

The University will not be reimbursing any expenses, including but not limited to:

- Administrative mark up
- Travel and Transportation

- Parking
- Accommodations & Meals

**2. Optional Additional Components**

Proponent may include any of the optional items listed section B.6 of Schedule D Part 1, or any other items they feel may provide additional value to the University. The University will accept any optional components at their discretion.

Qty	Model #	Components	List Price	Normal Discount	Educational Discount	CFI Discount	Net Selling Price
1	B.8.a	Second Spinning Disk: Extra disk box for X-Light V3 with single pattern disk (40 micron pinholes)	\$ 32,090	\$ 0	\$ 0	\$ 6,418	\$ 25,672
1	B.8.b	Additional Laser Lines for UV/DAPI/mBlueberry/fast-FT, far-red, near-infrared: LDI-NIR Laser Diode Illuminator 405/445/470/530/555/640/730	\$ 43,490	\$ 0	\$ 0	\$ 8,698	\$ 34,792
1	B.8.c	additional filters to optimize separation of non-optimal fluorophore pairs, for example (in order of preference): YFP/RFP, CFP/GFP, GFP/mOrange, BFP/GFP, or other fluorophore pairs	\$ 8,250	\$ 0	\$ 0	\$ 1,650	\$ 6,600
	B.8.d	additional objectives, preferably high NA and plan-apo corrected, for example (in order of preference): 20x air, 40x air, 10x air;					
1	11506529	Obj. HC PL APO 20x/0.80	\$ 3,752	\$ 0	\$ 0	\$ 750	\$ 3,002
1	11506414	Obj. HC PL APO 40x/0.95 CORR	\$ 9,400	\$ 0	\$ 0	\$ 1,880	\$ 7,520
1	11506410	Obj. HC PL APO 10x/0.45	\$ 3,262	\$ 0	\$ 0	\$ 652	\$ 2,610
1	B.8.e	additional stage inserts/sample holder solutions for the microscope;	\$ 1,020	\$ 0	\$ 0	\$ 204	\$ 816
1	B.8.f	components for DIC imaging; <b>providing DIC for all objectives</b>	\$ 14,736	\$ 0	\$ 0	\$ 2,947	\$ 11,788
	B.8.g	components for widefield fluorescence imaging;	\$ 25,830	\$ 0	\$ 0	\$ 5,166	\$ 20,664
	B.8.h	Second camera – included in main configuration					

The University will accept any optional items at their discretion.

Delivery Lead Time 8 – 12 weeks

The University will not be reimbursing any expenses, including but not limited to:

- Administrative mark up
- Travel and Transportation
- Parking
- Accommodations & Meals

### **Canada Foundation for Innovation (CFI)**

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 the CFI can be found at [www.innovation.ca](http://www.innovation.ca).

CFI requires all Suppliers 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 should be the price normally provided to educational institutions. In addition, Suppliers must identify and document the standard market price of any equipment supplied at no charge. Suppliers are asked to provide these details in their Quote. It is not mandatory for Suppliers to provide an in-kind contribution. If the list price and the normal educational prices are the same, Suppliers should provide a statement in their Quote to explain the rationale behind their pricing strategy.

**educational price and the in-kind contributions may be audited for reasonableness by the CFI.**

To help ensure the accuracy of the pricing information, the following definitions are provided:

#### **Normal Discount**

A discount normally offered to the University, taking into consideration factors such as the University's current volume of transactions and location. A discount for early settlement or for settlement in cash is considered to be a normal discount.

#### **Educational Discount**

A discount offered to the University due to its educational status.

#### **Normal Educational Price**

The price that would normally have been charged to the University after normal and educational discounts, but prior to any discount offered as a contribution towards the CFI-funded purchase or project.

#### **In-kind Contribution**

A non-monetary resource that an external partner offers as a contribution towards a CFI-funded project. It may include the value, in whole or in part, of eligible capital items (i.e. equipment, accessories/options and software), or non-capital items (i.e. extended warranties, delivery, installation costs and training) that are needed to bring the infrastructure into service. The in-kind contribution is equal to the best normal educational prices, less the net selling price (if any).

#### **Net Selling Price**

The cash consideration payable by the University.

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

Submission Requirements	Maximum Pages	Evaluation Criteria	Maximum Points
<p>The Proponent shall submit the following:</p> <p>(a) Financial Submission</p> <p>1. Fees</p>	<p>N/A</p>	<p>Each Proponent will receive a percentage of the total possible points allocated to price it has bid by dividing that Proponent's price into the lowest bid price in that category.</p> <p>For example, if a Proponent bids \$120.00 and that is the lowest bid price, that Proponent receives 100% of the possible points (<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>	<p><b>20 Points</b></p>