# User Guide UOTMED7600 Software Development and Video Production Services

1. **Purpose of this Guide**

Units are strongly encouraged to read this User Guide before selecting suppliers and resources for their specific projects.

The Approved Supplier list below enables the University to have immediate access to qualified Software Development and Video Production Services.

1. **Term of the Agreement**

The duration of the Master Agreement Letter is two years, from June 01, 2014 and expiring on May 31, 2016. There are two one-year extension options identified in the Master Agreement with the final expiry date of this Vendor of Record (VOR) arrangement, once all extension options have been exercised of May 31, 2018.

1. **Categories of Services**

The following categories of services are included in this Approved Supplier arrangement (see Appendix A for detailed descriptions of these services):

* Administrative Software Development;
* e-Learning Software Development;
* Video Production.
1. **Supplier Contacts**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Category** | **Supplier** | **Contact Name** | **Email** | **Phone** |
| Administrative Software Development | Knowledge 4 You | Gwen Thornton | **gwen.thornton@knowledge4you.com** | 905-947-9924 x 252 |
| Wired Solutions | Sharbel Lutfallah | **sharbel@wiredsolutions.ca** | 519-250-7786 ext. 200 |
| T4G | Domenic J. Ali | **domenic.ali@T4G.com** | 416.462.4200 ext 4539 |
| e-Learning Software Development | Knowledge 4 You | Gwen Thornton | **gwen.thornton@knowledge4you.com** | 905-947-9924 x 252 |
| Wired Solutions | Sharbel Lutfallah | **sharbel@wiredsolutions.ca** | 519-250-7786 ext. 200 |
| T4G | Domenic J. Ali | **domenic.ali@T4G.com** | 416.462.4200 ext 4539 |
| Video Production | Keyframe | Brian Ripley | **brian@keyframeinc.com** | 519-434-9059 |
| HyperActive | Alex Keyserlingk | **alexK@hyperactive.ca** | 613-727-0202 x24 |
| inMotion | Han Nguyen | **han@inmotion.ca** | 416-214-4211 |
| Clarico Group | David Bajurny | **david.bajurny@claricogroup.com** | 416-993-0733 |
| Stonehaven | Michael Morein | **m.morein@stonehaven.ca** | 514-527-2131 x 154 |

1. **Second Stage Invitational Process**

Units should follow the invitational process outlined below to obtain quotes/proposals.

When inviting more than one supplier to bid on a project, all invited suppliers should have access to the same information during the quoting process. In the event one supplier has a valid question and the response to such a question would benefit all suppliers bidding on the project, it is recommended to distribute this information, while keeping identity of the asking firm confidential (you may also want to ensure the response doesn't contain information that gives the identity of the supplier away).

The following terms will govern the retention of the Deliverables by the University:

1. When the University requires specific Deliverables the following process will be employed for such Assignments:

|  |  |
| --- | --- |
| **Procurement Value** | **Minimum Number of Suppliers to be Invited to the Second-Stage Selection Process** |
| **Less than $25,000** | 1 |
| **$25,000 - $200,000** | 3 |
| **Greater than $200,000** | Either all qualified suppliers in the category will be invited or the University may choose to conduct an open procurement process by issuing an RFx on MERX. |

1. The selection of respondents to be invited to any second stage invitational process outlined above.
2. The specific quotation process will be conducted by **email** to the invited respondents. All terms and conditions governing each second stage invitational procurement process shall be set out in such email request for quotation documentation.
3. **Request for Services email**

Units can use the sample template in Schedule 1 below to invite suppliers to bid on a project. Modify as best relates to your needs/project, including adding more details and sending a Word document with requirements.

1. **Statement of Work**

Units should enter into the sample Contract Letter in Schedule 2 with the successful supplier of the second stage selection process.

**Schedule 1 – Sample email template**

The Governing Council of The University of Toronto is pleased to invite [insert name of supplier] (the “Supplier”) to provide [insert deliverables sentence] (the “Deliverables”) to the University as part of the Second Stage Invitational Process to RFSQ UOTMED7600 Software Development and Video Production Services.

PROJECT Quotation no.: [*Instructions: Department inserts their own numbering system.*]

**PROJECT Title: [*Instructions: Department inserts title of the project.*]**

**DESCRIPTION OF PROJECT: [*Instructions: Department inserts description, detailed deliverables, scope of work, etc.*]**

The Supplier should complete and submit the table below, including signatures.

|  |  |
| --- | --- |
| **Supplier’s name:** |  |
| **Supplier Contact Person and Email:** |  |
| **Project** **Amount:** | *$ [Instructions: Supplier inserts total project amount in $ CAD.]* |
| **Estimated timeline to(insert description of deliverable):** | *[Instructions: Supplier inserts estimated timeline.]* |
| **Supplier must supply the bios and contact information of the Personnel who will be working on the project:** | **Name:** | **Title:** | **Email:** | **Phone Number:** |
|  |  |  |  |
|  |  |  |  |
| **(insert other information necessary as it pertains to your project):**  |  |

By submitting a response, the Supplier acknowledges that this RFSQ process will be governed by the specific Terms of Reference and Governing Law in the Master Agreement Letter (UOTMED7600), and that, among other things, the Terms of Reference and Governing Law confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the University accepts the Supplier’s offer in writing.

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

Signature of Supplier Representative Name and Title

Date:

I have authority to bind the Supplier.

**Schedule 2 – Sample Contract Letter**

*Pursuant to the Master Agreement, the University and the Supplier shall enter into Contract Letter Agreement(s) for the provision of assignment-specific Deliverables in accordance with the following form:*

**CONTRACT LETTER AGREEMENT**

**[\*\*Date\*\*]**

**[\*\*Supplier Name and Address\*\*]**

 Attention: [INSERT SUPPLIER Contact]

|  |
| --- |
| **Re: University of Toronto RFSQ No. UOTMED7600 covering Software Development and Video Production Services (the “Qualification Document”)** |

Dear Mr./Ms,

The Governing Council of the University of Toronto (the “University”) is pleased to provide **[\*\*Full corporate name of supplier\*\*]** (the “Supplier”), with this letter of acceptance of the Supplier’s response (the “Contract Letter”) to provide [\*\***Description of Deliverables\*\*]** (the “Deliverables”) to the University.

The purpose of this letter is to summarize the terms and conditions between the University and Supplier with respect to the Deliverables, and to clarify that all the following documents comprise the contract for the Deliverables:

1. this Contract Letter dated **[\*\*Date, 20YY\*\*]**
2. the Master Agreement executed by the Supplier and the University pursuant to the University’s Request for Supplier Qualification process **UOTMED7600** and dated **May XX, 2014**, the terms of which are hereby incorporated by reference;
3. the Accepted Quotation;
4. the Qualification Document, including any addenda; and
5. the Supplier Submission;

(collectively, the “Contract”).

**Performance Terms**

1. The Rates for the Contract are as follows: **[\*\*insert Rates\*\*]**
2. The payment terms for the Contract are 35 days net from receipt of invoice by the University.
3. Deliverables: **[\*\*insert terms\*\*]**
4. All Deliverables are subject to the written acceptance of the University.

**Interpretation**

In the event of any ambiguity, conflict or inconsistency between or among the documents comprising the Contract, those documents shall be construed, interpreted and applied so as to give effect to their express terms, in the following order of precedence so that the first mentioned document below shall prevail notwithstanding any term or aspect of a later mentioned document:

1. this Contract Letter;
2. the terms of the Master Agreement referenced above;
3. the Accepted Quotation;
4. the Qualification Document, including any addenda;
5. the Supplier Submission.

**Execution**

This letter may be executed and (i) delivered by facsimile transmission or (ii) electronic transmission, and when so executed and delivered to the University, will be deemed an original.

Please confirm your receipt of this letter of award and your agreement with the terms and conditions as set out herein by signing where indicated below and returning the executed letter to my attention on or prior to **[\*\*insert time\*\*]** on **[\*\*Date, 20YY\*\*]** in order to enable the University to issue the purchase order for the Deliverables forthwith.

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[insert signatory]**Director of I.T.

Discovery Commons | Faculty of Medicine

Agreed to this \_\_\_\_\_th day of May, 2014

**[\*\*Name of the Supplier\*\*]**

Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Authorized Signatory.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Please print name.

**APPENDIX A – EXTRACTS FROM THE RFSQ**

**Categories of Services:**

For the purposes of this RFSQ, software development and media production services fall into [the following] categories:

1. Administration: software development services related to web based and mobile applications that enable the business processes associated with administering the educational programs and organizational units of the Faculty. Examples would include registration, workflow, scheduling, payment, and evaluation systems.
2. eLearning: software development services related to web based and mobile applications that enable the use of electronic media and information and communication technologies in an educational context. Examples would include quizzes, assessments, training, and simulations.
3. Video production: the equipment and processes required to create a final, packaged production complete with enhancements and effects as necessary (e.g. shooting video in the field and/or studio and the subsequent editing processes using a non-linear editing (NLE) system).

**Warranty:**

1. Qualified respondents for categories #1 and #2 must agree to provide a minimum of six-month warranty on any software code produced.
	1. During this warranty period the qualified respondents will, at no cost and in a timely manner:
		* Fix any documented bugs,
		* Repair or update any areas in which the code does not function as per the agreed on design specification.
	2. The warranty will be considered void if changes are made by any organization other than the respondent
2. Qualified respondents for category #3 (Video Production) must agree to guarantee their footage. If poor quality or no footage is submitted as a result of failures on the part of the respondent:
	1. the respondent will reshoot the footage at no cost and in a timely manner
	2. if the footage cannot be reshot, the respondent will absorb post-production costs of creating usable footage.
	3. if the footage cannot be resurrected to an acceptable standard, the respondent will not charge for the service.
	4. if the footage cannot be reshot, the respondent will not charge for the service.
3. The warranty will remain in effect even if the contract term has ended and has not been renewed

**Security, Ownership, Intellectual Property**

1. In the absence of any pre-existing contracts or intellectual property agreements, all of the code and video produced by the respondent under the terms of this contract will become the exclusive property of the University of Toronto, including full intellectual property and moral rights.
2. The respondent agrees not to include in the code, video, or content any elements that are owned by or are the intellectual property of others (including the respondent), or that require licensing agreements, unless this has been agreed to in advance.
3. The respondent is responsible for taking all necessary steps to keep secure and confidential any of the Faculty of Medicine’s confidential data it may gain access to in the course of doing the work.
4. The respondent additionally agrees to terminate access to, permanently delete, or return to the Faculty any such data at the end of the term, if the contract is not renewed.