

**APPENDIX 2E**  
**EQUIPMENT AND FURNITURE**  
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**ATTACHMENT 1 EQUIPMENT AND FURNITURE LIST**

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**ATTACHMENT 4 AV EQUIPMENT MATRIX**

**ATTACHMENT 5 [NOT USED]**

## APPENDIX 2E

### EQUIPMENT AND FURNITURE

#### 1. DEFINITIONS

In this Appendix, in addition to the definitions set out in Schedule 1 of this Agreement:

**“Category 1 Equipment and Furniture”** means the equipment described and listed as “Category 1” in the Equipment and Furniture List;

**“Category 2 Equipment and Furniture”** means the equipment described and listed as “Category 2” in the Equipment and Furniture List;

**“Category 3 Equipment and Furniture”** means the equipment described and listed as “Category 3” in the Equipment and Furniture List;

**“Category 4 Equipment and Furniture”** means the equipment described and listed as “Category 4” in the Equipment and Furniture List;

**“Commission”** means to test, calibrate, certify or otherwise verify the equipment or system in accordance with any commissioning requirements set out in this Agreement, all applicable standards and Good Industry Practice, and includes ensuring that the Equipment and Furniture is operating in accordance with the manufacturer’s and end user’s requirements and specifications, and **“Commissioning”** and **“Commissioned”** have corresponding meanings;

**“Coordinate”** means project management to coordinate, schedule, manage, contact and solicit input or arrange services required to ensure the Receiving, Setup, Installation and Commissioning of Equipment and Furniture and any required documentation is completed, and **“Coordination”** and **“Coordinating”** have corresponding meanings;

**“Deliver”** means to ensure the Equipment and Furniture is sent to and arrives at the Facility, and **“Delivery”** and **“Delivered”** have corresponding meanings;

**“Equipment and Furniture”** means collectively, the Category 1 Equipment and Furniture, the Category 2 Equipment and Furniture, the Category 3 Equipment and Furniture and the Category 4 Equipment and Furniture;

**“Equipment and Furniture Committee”** means the committee established pursuant to Section 10.6 of this Appendix;

**“Equipment and Furniture Data Sheets”** means the equipment cut sheets, shop drawings or other data sheets set out in Attachment 2 to this Appendix containing specifications for items of equipment on the Equipment and Furniture List, as those documents may be provided, updated, amended and supplemented in accordance with this Agreement;

**“Equipment and Furniture List”** means the list of Category 1 Equipment and Furniture, Category 2 Equipment and Furniture, Category 3 Equipment and Furniture and Category 4 Equipment and Furniture set out in Attachment 1 to this Appendix;

**“Equipment and Furniture Procurement Schedule”** means the schedule provided by Project Co in accordance with Section 10.4 of this Appendix, as updated in accordance with Section 10.4 of this Appendix;

**“Install”** means to put in place or attach to the Facility, including making connections to necessary building services (including plumbing, heating, cooling, ventilation and electricity) and connection to necessary communication or network interfaces or devices, by qualified tradespeople where necessary, all in coordination with the Province’s IMIT staff and in compliance with the work permits issued, and **“Installation”** and **“Installed”** have corresponding meanings;

**“Project Co Procured Equipment and Furniture”** means any Equipment and Furniture to be Procured by Project Co;

**“Procurement”** means the management and completion of procurement processes, as part of Supply for Category 1 Equipment and Furniture, Category 2 Equipment and Furniture, Category 3 Equipment and Furniture and Category 4 Equipment and Furniture pursuant to Section 7 of this Appendix, and **“Procure”** and **“Procured”** has a corresponding meaning;

**“Purchase”** means the responsibility to buy, pay for or acquire the necessary Equipment and Furniture for the Facility, and **“Purchasing”** and **“Purchased”** has a corresponding meaning;

**“Receive”** means the provision of facilities, devices, equipment and staff to accept delivered Equipment and Furniture, provide a secure Staging and Storage environment for Equipment and Furniture prior to Setup, and, where necessary, prepare and manage the return of Equipment and Furniture, and **“Received”**, **“Receipt”** and **“Receiving”** have corresponding meanings;

**“Setup”** includes:

- (a) transportation and movement of Equipment and Furniture within the Facility to/from the Receiving, Staging or Storage to the final location, including provision of adequate devices, equipment or other materials to safely move such Equipment and Furniture;
- (b) placement of Equipment and Furniture in the final location within the Facility; and
- (c) any necessary unwrapping, unpacking, labelling, assembly, tagging or other inventory requirements, including the correct disposal of all dunnage, packing or other waste materials.

**“Staging”** means the provision of secure space with appropriate environment to allow the assembly, programming, testing or other functions on Equipment and Furniture by Province staff, vendors or other 3<sup>rd</sup> parties prior to Setup in the final location within the Facility, and **“Stage”** and **“Staged”** have corresponding meanings;

**“Storage”** means the provision of secure space with appropriate environment to allow Received Equipment and Furniture to be set, placed, loaded, unloaded or otherwise warehoused without damage while awaiting Setup, and **“Store”**, **“Stored”** and **“Storing”** have corresponding meanings; and

**“Supply”** means the management and completion of procurement processes up to and including Delivery, for Equipment and Furniture, including the payment to vendors, and **“Supplied”** has a corresponding meaning.

## **2. CATEGORY 1 EQUIPMENT AND FURNITURE**

### **2.1 Category 1 Equipment and Furniture**

Subject to Section 10.1 of this Appendix, the Province will, at its cost, be responsible for the Procurement, Purchasing, Delivery, Setup, Installation, Commissioning, Maintenance and Life Cycle Requirements of any Category 1 Equipment and Furniture.

Project Co will, at its cost, be responsible for the Storage (in accordance with Section 10.5).

## **3. CATEGORY 2 EQUIPMENT AND FURNITURE**

### **3.1 Category 2 Equipment and Furniture**

Subject to Section 10.1 of this Appendix, the Province will, at its cost, be responsible for the Procurement, Purchasing, Delivery, Maintenance and Life Cycle Requirements of any Category 2 Equipment and Furniture.

Project Co will, at its cost, be responsible for the Storage (in accordance with Section 10.5), Setup, Installation and Commissioning of all Category 2 Equipment and Furniture.

## **4. CATEGORY 3 EQUIPMENT AND FURNITURE**

### **4.1 Category 3 Equipment and Furniture**

Project Co will, at its cost, be responsible for the Procurement, Purchasing, Delivery, Storage, Setup, Installation, Commissioning, Maintenance and Life Cycle Requirements of all Category 3 Equipment and Furniture.

Project Co will, at its cost, maintain and replace all Category 3 Equipment and Furniture in accordance with Schedule 4 [Services Protocols and Specifications].

## **5. CATEGORY 4 EQUIPMENT AND FURNITURE**

### **5.1 Category 4 Equipment and Furniture**

Project Co will, at its cost, be responsible for the Procurement, Purchasing, Delivery, Storage, Setup, Installation and Commissioning of all Category 4 Equipment and Furniture.

The Province, at its cost, will be responsible for the Maintenance and Life Cycle Requirements of all Category 4 Equipment and Furniture.

**Table 1: Equipment and Furniture Responsibility Matrix**

	Province Responsible For									Project Co Responsible For								
	Procurement	Purchasing	Delivery	Storage	Setup	Installation	Commissioning	Maintenance	Lifecycle replacement	Procurement	Purchasing	Delivery	Storage	Setup	Installation	Commissioning	Maintenance	Lifecycle replacement
Category 1	X	X	X		X	X	X	X	X				x					
Category 2	X	X	X					X	X				X	X	X	X		
Category 3										X	X	X	X	X	X	X	X	X
Category 4								X	X	X	X	X	X	X	X	X		

## 6. TRAINING

Refer to Section 12.2 of Schedule 2 [Design and Construction Protocols] for the responsibilities of Project Co in relation to all Equipment and Furniture that Project Co Installs.

## 7. PROCUREMENT OF PROJECT CO PROCURED EQUIPMENT AND FURNITURE

### 7.1 Project Co Procured Equipment and Furniture Submittal

Before procuring any item of Project Co Procured Equipment and Furniture, Project Co will prepare a Submittal as part of the design process set out in Schedule 2 [Design and Construction Protocols], which Submittal will provide a written description of each item of Project Co Procured Equipment and Furniture that Project Co intends to procure, including the following:

- (a) item description, item number, and quantities;
- (b) the manufacturer, model number, supplier, specifications and options for the item;
- (c) a summary of compliance with the relevant specifications in the Equipment and Furniture List and the Equipment and Furniture Data Sheets;
- (d) details of the installation services, training, spare parts and start-up consumables included with the items by the relevant manufacturer or supplier;
- (e) the date and time when the item will be delivered to the Site;
- (f) the latest date (not to be less than 15 Business Days after receipt by the Province of the Submittal) by which the Province must submit comments on the Submittal without causing delays to the Construction or Service Commencement or additional costs for that

item, and the Province will provide Project Co with the Province's comments, if any, on or before such date; and

- (g) if so requested by the Province, a copy of each quote or proposal, if any, and all other relevant information in respect of the item and such other documentation as the Province may reasonably require, all of which Project Co will provide on a fully transparent and open basis to the Province.

The Province may request additional information from Project Co regarding any item of Project Co Procured Equipment and Furniture described in a Submittal delivered to the Province pursuant to this Section 7.1, which Project Co will provide to the Province as soon as reasonably practicable thereafter.

## **7.2 Province Approval**

The Province may, acting reasonably, on or before the latest date for comments on the Submittal pursuant to Section 7.1(f) of this Appendix 2E, reject any supplier or item of Project Co Procured Equipment and Furniture as unacceptable to the Province.

## **7.3 Project Co to Implement Province Instructions**

Project Co will proceed diligently to make alternate recommendations for any item the proposed supplier of which has been rejected under Section 7.2 of this Appendix 2E.

## **7.4 Project Co Procured Equipment and Furniture Reports**

As of the 1<sup>st</sup> day of each month during the Construction Period and as at Service Commencement Date, Project Co will provide reports to the Province that include the following information:

- (a) which Project Co Procured Equipment and Furniture items have been procured;
- (b) the projected procurement of remaining Project Co Procured Equipment and Furniture;
- (c) the delivery dates for each item procured;
- (d) any authorized or agreed changes in the Equipment and Furniture List and Equipment and Furniture Data Sheets since the previous report, and the financial impact of such changes; and
- (e) any commentary on communication methods, the reporting method/approval process, frequency of communication and similar matters regarding Project Co Procured Equipment and Furniture procurement and selection,

and Project Co will deliver such reports to the Province within ten Business Days of the effective date of the report.

## **7.5 Warranties**

Project Co will ensure that all manufacturers' and suppliers' warranties for all Project Co Procured Equipment and Furniture:

- (a) commence no earlier than the Service Commencement Date; and

- (b) are in the Province's name.

## **7.6 Standards for Equipment and Furniture**

Project Co will cause all Project Co Procured Equipment and Furniture to be:

- (a) new;
- (b) of good quality and in a safe, serviceable and clean condition in accordance with Good Industry Practice;
- (c) in accordance with the Equipment and Furniture List and the Equipment and Furniture Data Sheets;
- (d) CSA approved, as applicable, and
- (e) in compliance with all Laws.

Project Co will, as soon as practicable after receiving a request from the Province supply to the Province evidence to demonstrate its compliance with this Section 7.6.

## **7.7 Guidance Material and Manuals**

On or before the Service Commencement Date, Project Co will transfer and deliver to the Province all guidance material and manuals relating to Project Co Procured Equipment and Furniture items for the Facility as produced and provided by the manufacturer or the supplier of such items. This document turnover process will include:

- (a) user manual (print and electronic version);
- (b) purchase documentation;
- (c) inspection documentation;
- (d) acceptance documentation;
- (e) spare parts list; and
- (f) required disposables.

## **7.8 Insurance**

As part of the Procurement of Project Co Procured Equipment and Furniture, Project Co will require the supplier of each item of Project Co Procured Equipment and Furniture to retain all risks related to such Equipment and Furniture (including replacement thereof in the event of damage or destruction) during the Delivery, Setup, Installation and Commissioning process and until such time as title to the Project Co Procured Equipment and Furniture passes to the Province in accordance with Section 10.7 of this Appendix 2E.

## **7.9 No Limitation**

Without limiting Sections 4 or 5 of this Appendix, Project Co Procured Equipment and Furniture shown on the Equipment and Furniture List and in the Equipment and Furniture Data Sheets is not intended to be exhaustive or to be relied upon by Project Co and does not limit the requirements of Schedule 3 [Design and Construction Specifications].

## **8. DELIVERY AND ACCESS**

### **8.1 Delivery and Installation Timing**

Project Co will:

- (a) as early as practicable in accordance with Good Industry Practice and without limiting any of Project Co's other obligations under this Section 8, identify to the Province:
  - (1) each item of Category 1 Equipment and Furniture and Category 2 Equipment and Furniture, if any, that must be installed in the Facility for Project Co to achieve Service Commencement;
  - (2) for each item of Category 1 Equipment and Furniture, the earliest date when the Facility will be available to the Province to install such item;
  - (3) for each item of Category 1 Equipment and Furniture and Category 2 Equipment and Furniture identified by Project Co under Section 8.1(a)(1) above, if any, the date by which such item must be installed so as not to delay the Design, the Construction, Service Commencement or the Province's use and occupation of the Facility; and
  - (4) for each item of Category 2 Equipment and Furniture identified by Project Co under Section 8.1(a)(1) above, if any, the date by which such items must be delivered to the Facility so as not to delay the Design, the Construction, Service Commencement or the Province's use and occupation of the Facility; and
- (b) as required from time to time until Service Commencement, but no less than once per calendar month, update the information in Section 8.1(a)(1) above so that at all times it is an accurate, reasonable and realistic representation of Project Co's plans for the completion of the Design and Construction of the Facility and the availability of the Facility to the Province for the installation or delivery, as applicable, of Category 1 Equipment and Furniture and Category 2 Equipment and Furniture.

The Province will cause:

- (c) each item of Category 1 Equipment and Furniture identified by Project Co under Section 8.1(a)(1) above to be installed by the date specified by Project Co under Section 8.1(a)(3); and
- (d) each item of Category 2 Equipment and Furniture identified by Project Co under Section 8.1(a)(1) above to be delivered to the Facility by the date specified by Project Co under Section 8.1(a)(4).

## **9. MILLWORK**

Attached as Appendix 3A, Part D [Room Data Sheets] are the Room Data Sheets setting out the millwork requirements for the Building. The Room Data Sheets indicate rooms in which fixed millwork is required.

Project Co will provide millwork for the Building that complies with the requirements set out in Schedule 3 [Design and Construction Specifications]. All millwork in the Building is a Maintained Element and Project Co will perform Maintenance and Life Cycle Work on and replace all millwork in the Building in accordance with Schedule 4 [Services Protocols and Specifications].

## **10. GENERAL**

### **10.1 Province Not Obligated to Procure Equipment and Furniture**

The Province intends to Procure but, subject to Section 10.3 of this Appendix, the Province is not obligated to Procure the items of Category 1 Equipment and Furniture or Category 2 Equipment and Furniture shown on the Equipment and Furniture List and the Equipment and Furniture Data Sheets.

### **10.2 Integration of Equipment and Furniture with Design of Facility**

Project Co will integrate all Equipment and Furniture in accordance with Good Industry Practice with the overall Design of the Facility and will include such Equipment and Furniture as part of the Design development process described in Section 4.2 of Schedule 2 [Design and Construction Protocols].

### **10.3 Design Development Changes to the Equipment and Furniture List**

The parties acknowledge that:

- (a) changes to the Equipment and Furniture List and the Equipment and Furniture Data Sheets may be required, or may be requested by the Province, as part of the Design Development Phase as described in Section 4.2 of Schedule 2 [Design and Construction Protocols];
- (b) updates to the Equipment and Furniture List, including to the related Equipment and Furniture Data Sheets, may be required from time to time because of manufacturers' or suppliers' changes including changes to equipment availability, specifications and models, and changes in educational practice; and
- (c) increases or decreases in the quantities of Equipment and Furniture, substitution of items on the Equipment and Furniture List or other changes to the Equipment and Furniture List and the effects that such changes to the Equipment and Furniture List or the Equipment and Furniture Data Sheets may have on the Design or the Construction may result in a net decrease, net increase or no net change in the cost to Project Co to complete the Design and the Construction.

Accordingly, the parties will:

- (d) cooperate to identify no net cost solutions to any proposed changes to the Equipment and Furniture List or the Equipment and Furniture Data Sheets;
- (e) endeavour to agree to an expedited Change process to deal with Equipment and Furniture changes; and

- (f) cooperate to amend the Equipment and Furniture List or the Equipment and Furniture Data Sheets so that they are accurate and complete as required for Project Co to proceed with the Design and Construction without delay.

#### **10.4 Equipment and Furniture Procurement Schedule**

Project Co will provide a draft Equipment and Furniture Procurement Schedule within 20 Business Days after the Effective Date, and the parties will, each acting reasonably and within 40 Business Days after the Effective Date, finalize the Equipment and Furniture Procurement Schedule in accordance with the following principles:

- (a) in order to take advantage of the most recent technological advances for Project Co Procured Equipment and Furniture, final decisions on the selection of Project Co Procured Equipment and Furniture, together with any training or service requirements, will not be made by the Province until as late as possible in the Construction Period;
- (b) the Province will require the ability to take advantage of bulk or other purchase opportunities advantageous to it;
- (c) Project Co will coordinate its procurement activities with those of the Province to identify standards and prime vendor opportunities; and
- (d) Project Co will require the Equipment and Furniture Procurement Schedule to allow adequate time to achieve the matters contemplated by this Appendix without any adverse effect on Design and Construction (including Design and Construction to accommodate the Project Co Procured Equipment and Furniture) and without any adverse effect on Project Co's ability to achieve Service Commencement by the Target Service Commencement Date.

Project Co will, as required from time to time until Service Commencement, but no less than once per calendar month by the 15<sup>th</sup> day of each month, in consultation with the Province, update the Equipment and Furniture Procurement Schedule so that it is at all times an accurate, reasonable and realistic representation of Project Co's plans for the procurement of the Project Co Procured Equipment and Furniture in accordance with the requirements of this Agreement.

#### **10.5 Storage**

Project Co will provide a secure, dry storage space for storage of Category 1 Equipment and Furniture and Category 2 Equipment and Furniture and will maintain that storage space at a reasonable temperature for the equipment in Storage. Project Co will make this space available for Storage during the period commencing not later than four months before the Target Service Commencement Date and ending no earlier than 30 days after the Service Commencement Date.

#### **10.6 Equipment and Furniture Committee**

The parties will establish an Equipment and Furniture Committee composed of two representatives of each party (or any other number agreed between the parties). The Equipment and Furniture Committee will meet regularly during the Construction Period (and not less than once per calendar quarter) to review the status of, and to provide advice to the parties with respect to Equipment and Furniture procurement, delivery and installation.

**10.7 Title**

Project Co will cause the procurement arrangements for Project Co Procured Equipment and Furniture to provide for a direct transfer of title to such Equipment and Furniture from the suppliers to the Province. Title to Project Co Procured Equipment and Furniture may be reserved by third party unpaid suppliers until the earlier of the date of payment and the Service Commencement Date. Project Co will pay all such unpaid suppliers prior to the Service Commencement Date for amounts owing on outstanding invoices.

**10.8 Decommissioning of Equipment and Furniture at End of Useful Life**

At the Province's request, Project Co will be responsible for the safe disposal of all Category 3 Equipment and Furniture at the end of its useful life during the Term in accordance with Good Industry Practice, all Laws and the requirements of Governmental Authorities. Any and all net proceeds of such disposition will be for the account of Project Co.

**10.9 Minimizing Disruptions**

Project Co will ensure that its Procurement, Delivery, Setup, Installation, Commissioning, Maintenance, Repair, decommissioning, upgrading and replacement of Equipment and Furniture as required under this Agreement will be effective and efficient so as to minimize to the greatest extent reasonably possible all disruptions of the relevant Province Activities and any additional costs to the Province.

**ATTACHMENT 1**  
**EQUIPMENT AND FURNITURE LIST**

**ATTACHMENT 2**  
**FURNITURE SPECIFICATION**

**ATTACHMENT 3**  
**EQUIPMENT SPECIFICATION**

**ATTACHMENT 4**  
**AV EQUIPMENT MATRIX**

**ATTACHMENT 5**

**[NOT USED]**