



REQUEST FOR SUPPLIER PRE-QUALIFICATION

RFSQ17-029

FOR

**FULL ARCHITECTURAL and EXHIBIT DESIGN SERVICES
TO
CREATE A NEW COMPUTER EXHIBIT / MUSEUM**

CLOSING DATE:

Thursday June 30, 2016 at 3:00 PM (Local Time)

UPLOAD ELECTRONIC PROPOSALS TO:

<https://yorku.bonfirehub.ca>

Hardcopies of Proposals will NOT be accepted at York University

MAIN WEB ADDRESS:

www.yorku.ca



TABLE OF CONTENTS

1.0	DEFINITIONS	3
2.0	GENERAL INFORMATION	4
2.1	Invitation	4
2.2	Schedule of Events	4
2.3	York University Overview	4
2.4	RFSQ Sponsor	5
2.5	Proponent Information Meeting/Site Visit	5
2.6	Accessibility	5
3.0	PROPOSAL ADMINISTRATION	6
3.1	Bid Documents	6
3.2	Communication	6
3.3	Addenda	6
3.4	Submission Process	7
3.5	Proponent Expenses	8
3.6	Litigation	8
4.0	PROPOSAL CONTENT	9
4.1	Qualifications and Executive Summary	9
4.2	Key Personnel	9
4.3	Projects	9
4.4	BIM Model	10
4.5	Insurance	10
4.6	Workplace Safety and Insurance Board (WSIB)/Employer's Liability	11
4.7	Acknowledgement	11
4.8	Alternative Proposals	11
4.9	Joint Proposals	12
5.0	EVALUATION AND SELECTION	13
5.1	Evaluation Process	13
5.2	Selection of Candidate for Negotiation	13
5.3	Award	14
5.4	Debriefing	14
5.5	Bid Dispute	14
5.6	eCommerce	14
6.0	GENERAL STATEMENT OF WORK	15
6.1	Objectives	15
6.2	Deliverables	15
6.3	Term	16
6.4	Any other applicable categories	16

7.0	TERMS AND CONDITIONS	17
7.1	Confidentiality	17
7.2	Conflict of Interest.....	18
7.3	Prohibition against Gratuities	18
7.4	Governing Law.....	18
7.5	Indemnification.....	19
7.6	Independent Contractor Status	19
7.7	Subcontracting and Assignments	19
7.8	Employees and Subcontractors	19
7.9	Health and Safety	20
7.10	Warranty on Work.....	20
7.11	Patents and Copyrights.....	21
7.12	Payment.....	21
7.13	Performance Management	22
7.14	York Property.....	22
7.15	York Markings.....	22
7.16	Errors and Omissions	23
7.17	Non Exclusive Agreement.....	23
7.18	Contract Termination	23
7.19	Intellectual Property	23
8.0	BEST VALUE ANALYSIS (BVA)	24
9.0	ACKNOWLEDGEMENT	25
10.0	SCHEDULE A	26
11.0	SCHEDULE B	27
12.0	SCHEDULE C	28

1.0 DEFINITIONS

Agreement:	The binding and enforceable agreement between York and the Selected Proponent to perform the Work, which is the subject matter of this Bid Document.
Award:	The written confirmation from York to the Selected Proponent to perform the Work as a result of this Bid Document.
Bid Document:	An RFP.
Business Day:	Any Monday to Friday, except for (i) any day on which banks are generally not open for business in the City of Toronto, (ii) any day during York's December holiday closure, or (iii) unforeseen closures due to weather, emergencies or work stoppages.
May:	Used in this Bid Document shall be permissive and discretionary.
Proponent:	Any individual, firm, company or corporation submitting a Proposal in response to an RFSQ.
Proposal:	The binding offer of a Proponent to perform the Work in response to an RFSQ.
Request for Supplier Pre-qualification (RFSQ):	The document issued by York which seeks competitive offers from Proponents.
Shall or Will:	Used in this Bid Document shall be mandatory and required.
Selected Proposal:	Or a pronoun in place thereof is a Proponent selected by York, who, upon execution of the Agreement or acceptance of a Purchase Order, will perform the Work as per the terms and conditions agreed upon.
Work:	The work performed and/or goods/services furnished by the Selected Proponent pursuant to the Agreement including all labour, materials, equipment, services and any other items, which the Proponent requires to fulfill its obligations under the Agreement.
York:	York University as defined in The York University Act, 1965 (Ontario) and amendments thereto, and shall include any employee or agent specifically authorized to act on behalf of York University.

2.0 GENERAL INFORMATION

2.1 Invitation

York invites qualified Proponents to submit Proposals for SQ17-029 Supplier Pre-Qualification for Full Architectural and Exhibit Design Services To Create a New Computer Exhibit / Museum . This Bid Document provides detailed information for Proponents who have the necessary qualifications and experience. Please read it carefully.

For this project, York intends to pre-qualify up to seven (7) architectural firms, however York at its sole discretion may increase or decrease this number based on the number of qualified submissions. Selected and Pre-qualified Proponents will then be eligible to participate in the two stage RFP phase and respond to a separate and detailed RFP document as part of a second phase evaluation and selection process.

2.2 Schedule of Events

York anticipates that it will conduct this RFSQ process according to the following schedule. However, York reserves the right to modify the process and schedule as events warrant.

Date	Milestone
Wednesday June 15, 2016	Release of RFSQ
Wednesday June 22, 2016	Last Day for Proponent Questions
Thursday June 30, 2016	Proposal Due Date

2.3 York University Overview

Founded in 1959, York is now Canada's third largest university, and world renowned for attracting students who forge their own unique paths to success. York offers full and part-time graduate and undergraduate degree programs to more than 50,000 students through eleven faculties.

From a sprawling campus uptown, to an intimate east-side campus, to downtown business centres, York resides where students need it most. The Keele Campus is located at Keele Street and Steeles Avenue on 457 acres. The Glendon Campus is located at Bayview and Lawrence Avenues, some 20 kilometres from the Keele Campus on 85 acres. York has also established a Downtown Management Facility, The Miles S. Nadal Management Centre ("Nadal") at King and Bay Streets, as part of the Schulich School of Business, and Osgoode Hall Law School Professional Development Centre at Yonge and Dundas Streets.

For general information about York, visit www.yorku.ca

2.4 RFSQ Sponsor

York's sponsor for this RFSQ is CSBO Planning and Architecture.

2.5 Proponent Information Meeting/Site Visit

This section has been left intentionally blank.

2.6 Accessibility

York is committed to the highest possible standard for accessibility. All Successful Proponents must be capable of delivering services consistent with the Ontario Human Rights Code (OHRC), the Ontarians with Disabilities Act, 2001 (ODA) and the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations.

In accordance with Ontario Regulation 429-07 made under the Accessibility for Ontarians with Disabilities Act, 2005, Accessibility for Customer Service, it is expected that policies and procedures are in place as outlined in the regulation by January 1, 2012. Furthermore it is expected that the Successful Proponent may be requested to provide its policies and procedures upon request, to demonstrate compliance with the regulation. In addition, prior to January 1, 2012 the Successful Proponent may be requested to provide its accessibility plan to ensure compliance with the regulation.

During the term of the Agreement, including any extensions, the Successful Proponent shall comply with any future additions or modification to legislation as they become enacted to accessibility standards and regulations. For more information on the ODA, please visit: <https://www.ontario.ca/page/accessibility-laws>.

3.0 PROPOSAL ADMINISTRATION

3.1 *Bid Documents*

York will only consider Proposal submissions received from Proponents who have registered with Biddingo or MERX and have obtained the Bid Document directly from Biddingo (www.biddingo.com) or MERX (www.MERX.com) for this competitive bid. Proposal submissions from Proponents who have not registered and obtained this Bid Document directly from Biddingo or MERX will be disqualified.

The failure of any Proponent to receive or examine any document, form, addendum, agreement etc., issued by York, or to visit any site(s) to become familiar with existing conditions, shall not relieve the Proponent of any obligation with respect to its Proposal or any executed Agreement.

3.2 *Communication*

All communication concerning this Bid Document shall be directed in writing by email to:

John Chen
Senior Buyer
E-mail: johnch@yorku.ca

No person other than the above named person or his/her authorized representative may speak for York with respect to this Bid Document. York advises that a Proponent who seeks to obtain information, clarification or interpretation from another York official or employee uses such material at the Proponent's own risk and that York shall not be bound by any such representations.

Proponents may submit questions and/or communications regarding this Bid Document in writing by email as noted in section 2.2 Schedule of Events.

3.3 *Addenda*

York hereby reserves the right in its sole discretion to amend this Bid Document at any time prior to the close of bidding in the form of an addendum.

Each Proponent is responsible for seeking clarification from York of any question, matter or requirement which the Proponent considers to be unclear, ambiguous or inconsistent. If York considers a question to be relevant to all Proponents, York will provide both the question and the written answer in the form of an addendum.

York will post all addenda to Biddingo and MERX, along with all documents pertaining to this competitive bid.

York reserves the right to reject any Proposal that fails to identify addenda issued against this Bid Document.

3.4 Submission Process

York will accept Proposals uploaded and finalized on or before the closing date and time of: Thursday June 30, 2016, 3:00pm local time. York accepts no responsibility or liability for misdirected, unreadable or incomplete Proposals.

All Proposals and accompanying documents must be uploaded electronically at the appropriate project on <https://yorku.bonfirehub.ca>. York will NOT accept hard copy Proposals.

Proponents shall organize their submission into the following individual files (note the required file types):

- Schedule A – Qualifications and Executive Summary (File type: .pdf) – Required
- Schedule B – Key Personnel (File type: .pdf) – Required
- Schedule C - Projects (File type: .pdf) – Required
- Section 9.0 – Acknowledgement (File type: .pdf) – Required
- Certificate of Practice (File type: .pdf) – Required
- Insurance (File type: .pdf) – Required
- WSIB (File type: .pdf) – Required
- Declaration of Conflict of Interest

Each file has a maximum size of 100MB and only one (1) file can be uploaded for each of the requested documents above. If more than one (1) file is uploaded into the same slot, the previous file will be overwritten.

Each submission file uploaded is instantly sealed and will only be visible by York after the Bid closes. Proponents will receive an email confirmation receipt with a unique confirmation once the submission has been finalized.

Uploading large documents may take significant time, depending on the size of the file(s) and the Internet connection speed available. Proponents should allocate sufficient time for all uploads to complete prior to the closing time.

Proponents shall contact Bonfire at support@gobonfire.com for technical questions related to submitting documents or visit Bonfire's help forum at <https://bonfire.zendesk.com/hc>.

Proposals shall be irrevocable for any reason for a period of not less than ninety (90) calendar days following the closing date.

All Proposals submitted to York under this Bid Document become the property of York.

Additionally, The selected architect (Awarded to Project) will be required to complete an application with York's vendor registration and management system QCsolver. There is an annual fee of \$240.00 associated with this registration that will be incurred by the selected architect. For more information on QC Solver please go to: <http://www.yorku.ca/procurement/external/qcsolver.html>

3.5 *Proponent Expenses*

Proponents shall be responsible for any expenses or charges incurred by a Proponent in preparing or submitting a Proposal or in providing any additional information, which York considers necessary to evaluate the Proposal.

3.6 *Litigation*

No submission will be accepted from any Proponent who has a claim or who has initiated a legal proceeding against York or against whom York has a claim or has initiated a legal proceeding. No person, corporation, partnership or entity which is in litigation with York University (a "Litigating Entity") may submit a Proposal. "Litigating Entity" includes any person, corporation, partnership or other entity which has one or more individuals as officer, director, partner, shareholder, owner or part owner in common with the Litigating Entity.

This applies whether the legal proceeding is related or unrelated to the subject matter of this RFSQ.

4.0 PROPOSAL CONTENT

In order for York's selection committee to conduct a thorough evaluation of the Proposals it receives, all Proposals must be well ordered, detailed and concise. Clarity of language and adequate documentation are essential and Proponents must provide detailed functional information. General sales and promotional literature will not suffice and York will not consider such literature.

Proponents must respond to each and every facet of the Bid Document's objectives, expectations and requirements. If a Proponent fails to do so, York may disqualify the Proposal as being non-compliant.

To allow for proper evaluation of proposals, Proponents must address the following sections, at a minimum, in their Proposals. While York reserves the right to clarify any Proposal during the evaluation process, York shall not be bound to do so and Proponents may not have any further opportunity to clarify their Proposal after the close of bidding.

4.1 Qualifications and Executive Summary

Architects shall provide qualifications and executive summary on Schedule A – Company Qualifications and Executive Summary which is limited to three (3) pages. This section should include areas of expertise, the firm's innovation to display and exhibit design, planning, project management and the like. Furthermore, as York continues to innovate, more and more of our projects are being completed using BIM and parametric tools. Some of our more unique, high level and complex renovations/alterations/ projects are required to be executed (planned, designed and constructed) in BIM, including at minimum architecture, interiors, display design, structure, mechanical, electrical and landscape disciplines where applicable. Therefore, as part of this section (1 page max), Architects are required to submit their understanding of the use of BIM; how long they have been using BIM; how they apply BIM to complex interior renovation projects and how they use BIM to deliver projects in an integrated team structure.

4.2 Key Personnel

Provide resumes of the key personnel (professionally licensed in the Province of Ontario) including the key contact person(s) to be assigned to York including three (3) recent relevant projects (as defined in section c below). Resumes must be completed in the format as per the form supplied in Schedule B – Key Personnel Qualification Statement and is limited to one (1) page per key personnel to a maximum of three persons including the one (1) key contact person, Principal In-Charge and the display and exhibit designer. Personnel with BIM experience should be highlighted in the resumes including number of years related experience.

4.3 Projects

Architects should provide examples of five (5) projects with a range of cost from half to one million dollars preferably, describing the types of projects to show the RFSQ17-029
Supplier Pre- Qualification for Full Architectural and Exhibit Design Services
To Create a New Computer Exhibit / Museum

company's depth of experience using the enclosed Schedule C -Projects. Project examples shall be from the past 5 years and be part of any of the following institutional/public sector areas: education, post-secondary, or entertainment related. Projects examples should be of similar type described above in Section 1.0 - General Information and must be within the range of half to one million dollars (\$500,000 - \$1,000,000) in construction value.

Firms with previous York experience can only provide one (1) York project of the five (5) required project examples. Projects to be completed in the format as per the form supplied in Schedule C – Projects and are limited to one (1) page per project example and must include images of the completed work.

York reserves the right to contact any person or company listed for references. provide a detailed methodology that describes key elements of their proposed approach to meeting the objectives and deliverables as described in this RFSQ. Such methodology should provide evaluators with step-by-step procedures and a schedule of activities to meet these needs as well as demonstrate a sound understanding of the project requirements.

4.4 BIM Model

The BIM model will become the property of York university for the purpose of facilities and life cycle management. The fully integrated and coordinated model will need to be delivered using York's BIM standards and must be compatible with York's technologies. York currently uses Autodesk Revit 2014.

At the end of a project the Architect will be responsible for the delivery of a completely updated set of drawings including all applicable disciplines to form the as-built documents including the delivery of related BIM files based on York's drawing and CAD Standards. York is currently using Autodesk Revit 2014 and AutoCad 2014. In specific cases where a project has been managed in BIM, a fully integrated and coordinated model with all applicable disciplines will be delivered to York as a final as-built BIM model.

4.5 Insurance

Proponents shall review and acknowledge York's insurance requirements as set out below. As a condition of receiving the Award, the Selected Proponent shall provide a Certificate of Insurance to York within five (5) days of notification of award or prior to commencing the work, whichever is sooner. A copy of York's standard Certificate of Insurance is available as a fillable form at:

<http://www.yorku.ca/finance/documents/YorkInsuranceCertificateFillable.pdf>

Certificates of Insurance shall include the Bid Document number and name.

The Selected Proponent shall carry the following minimum insurance at all times during the Work, including any warranty period at its own cost and expense:

1. Commercial General Liability Insurance against third party bodily injury (including death), personal injury and broad form property damage (including loss of use) and including products and completed operations liability and blanket contractual liability for an amount of not less than five million dollars (\$5,000,000.00) per occurrence. Such insurance shall include a cross liability and severability of interests clause and an endorsement naming York University, its governors, trustees, officers and employees as an Additional Insured;
2. Professional liability insurance for an amount of not less than one million dollars (\$2,000,000.00) per occurrence, if applicable to the type of goods/services offered under this Bid Document. This insurance policy is required to be maintained throughout the term of the Agreement and for a period of twenty-four (24) months after the completion of the services in accordance with the terms of this Bid Document; and
3. Such other types of insurance as a prudent person would carry or as York may from time to time require, having regard for the nature of the work and its location.

All policies of insurance shall provide for thirty (30) days' written notice to York prior to any cancellation, material changes or amendments restricting coverage of any policy or policies.

The Selected Proponent shall be entirely responsible for the cost of any deductible, which is maintained in any insurance document.

4.6 *Workplace Safety and Insurance Board (WSIB)/Employer's Liability*

The Selected Proponent shall at all relevant times carry Workplace Safety and Insurance Board of Ontario (WSIB) coverage or Employers Liability Insurance with limits of not less than two million dollars (\$2,000,000.00).

Prior to commencement of the Work, the Selected Proponent shall submit a current Certificate of Clearance issued by WSIB indicating there are no outstanding fees, fines, claims or debts due on the Selected Proponent's WSIB account.

4.7 *Acknowledgement*

All Proponents shall complete section 9.0 Acknowledgement and submit it as part of their Proposal.

4.8 *Alternative Proposals*

York reserves the right in its sole discretion to determine the feasibility and acceptability of any alternative solution proposed.

Proponents are cautioned to ensure that a Proposal responding to the original requirements of this RFSQ is also submitted, as York will not accept alternative proposals alone.

RFSQ17-029

Supplier Pre- Qualification for Full Architectural and Exhibit Design Services
To Create a New Computer Exhibit / Museum

4.9 Joint Proposals

In the event that two or more persons, firms, companies or other organizations wish to submit a joint or consortium Proposal pursuant to this RFSQ, the Proposal shall identify a single prime Proponent who will be responsible for overall project management and successful completion of the Work to York's satisfaction.

Such prime Proponent shall provide a single point of contact and single billing point and shall for all intents and purposes be treated as the Selected Proponent under the Agreement. York shall not be liable for payment to any of the Selected Proponent's partners, subcontractors, employees, agents or suppliers in the event the Selected Proponent defaults on its responsibilities.

5.0 EVALUATION AND SELECTION

5.1 Evaluation Process

York's selection committee will comprise members from the departments of CSBO and Procurement Services.

For this project, York intends to pre-qualify up to seven (7) architectural firms, however York at its sole discretion may increase or decrease this number based on the number of qualified submissions. Selected and Pre-qualified Proponents will then be eligible to participate in the two stage RFP phase and respond to a separate and detailed RFP document as part of a second phase evaluation and selection process.

York will subject all proposals to a comprehensive analysis and evaluation, based upon the best overall value to York. A Best Value Analysis (BVA) format for the evaluation process will be used. Refer to Best Value Analysis (BVA) in section 8.0 for a detailed outline.

York will initially evaluate all Proposals received to determine the degree to which each Proposal meets the mandatory requirements of this RFSQ. Proposals that are non-compliant with the mandatory requirements will be subject to disqualification by York without further evaluation and Proponents are urged to ensure Proposals address all mandatory elements of this RFSQ.

Proponents receiving the highest overall ranking for their submission may, in the sole discretion of York, be invited to make a confidential, in camera presentation to York's selection committee. No other Proponent is entitled to be present or to receive any information regarding the presentation of any Proponent. Representatives of the Proponent(s) invited to make a presentation shall be fully versed on the contents of the RFSQ and the Proponent's Proposal and shall have the full authority to bind the Proponent to any matters discussed at the presentation.

York may not necessarily accept the lowest or any Proposal.

In the event that two or more Proponents obtain an identical proposal score, the following tie-breaking measures will be used to select the Successful Bidder:

- i. the Proposal with the highest points for Price; and if still tied,
- ii. the Proposal with the highest points for Ability to Deliver Services; and if still tied,
- iii. the Selected Proponent will be determined by way of a coin toss.

5.2 Selection of Candidate for Negotiation

This section has been left intentionally blank.

5.3 Award

Upon successful with a Selected Proponent leading to an Agreement acceptable to York, York will issue an Award. Any Award York presents shall be in writing and shall be subject to availability of funding at the time York presents the Award.

However, York is under no obligation to present any Award (i) in whole or in part or (ii) to one or more than one Proponent. York reserves the right in its sole discretion to defer presenting any Award or to cancel this Proposal process at any time before or after closing without providing reasons for such cancellation.

5.4 Debriefing

Unsuccessful Proponents are entitled to a debriefing. Debriefings shall include a general overview of the evaluation process and a discussion regarding the Proponent's submission. Debriefings will only be conducted at the conclusion of the process and must be requested by the Proponent within sixty (60) days of the date of notification by contacting the person listed in section 3.2 Communication.

5.5 Bid Dispute

Where a Proponent wishes to dispute the outcome of a bid, subsequent to a debriefing, the following process must be followed:

- a) The Proponent shall submit a bid protest, in writing, to the Director, Procurement Services within 10 business days of its debriefing. Any bid protest that is received after such 10 day period shall not be considered.
- b) The written bid protest shall include the following:
 - i. A specific identification of the provision and/or procurement procedure that is alleged to have been breached;
 - ii. A specific description of each procedure alleged to have been breached in the procurement process;
 - iii. A precise statement of the relevant facts;
 - iv. An identification of the issue to be resolved;
 - v. The Proponent's arguments and supporting documentation; and
 - vi. The Proponent's requested remedy.
- c) The Director, Procurement Services will respond, in writing, to the Proponent within 10 business days of receiving the bid protest.
- d) If the Proponent does not agree with such response they may request a meeting with the AVP Finance & CFO of the Institution who will render the final decision in respect of the bid dispute.

5.6 eCommerce

This section has been left intentionally blank.

6.0 GENERAL STATEMENT OF WORK

This General Statement of Work is intended to provide Proponents with a description of the Work. It is not intended to specify or imply the total terms and conditions of the final Agreement, which York and the Selected Proponent(s) will establish.

6.1 Objectives

York is soliciting supplier pre-qualification submissions from professional INTEGRATED Architectural firms with Exhibit Design expertise that wish to participate in a 3 stage process that includes the planning, design and construction of York's Computer Exhibit/Museum.

6.2 Deliverables

The Exhibit/Museum's goals are:

- To create a unique, interactive, and permanent computing and information technology exhibition in the Lassonde Building – THE LINK
- To create a world-class installation which will showcase and celebrate Canadian contributions to computing and information technologies
- It would link our technological heritage with digital future and tell the story of technology's role in shaping Canadian society, its aspirations and values

The 150 m2 (to be verified) space to be located in the main lobby of the Lassonde Building and will require full architectural services from a qualified Architect(s) who must have exhibit design experience or part of the team carry a specialist in display and exhibit design.

By way of this Request for Supplier Qualification, (hereinafter called "RFSQ"), York intends to pre-qualify professional Architectural firms that will be invited to participate in a detailed 2 stage RFP phase for the alterations, renovations of the Lassonde Building lobby in order to create the Exhibit/Museum. This project will entail but is not limited to :

- Architectural
- Display and exhibit layout design
- Lighting
- Code and Lifesafety
- Accessibility
- Mechanical/electrical
- Costing
- Sustainability
- Fully integrated Building Information Modeling (BIM)

RFSQ submissions will only be accepted from professional Architectural firms licensed to practice in the Province of Ontario and must have or carry expertise in display and exhibit design.

The purpose of this RFSQ is to solicit information about your firm's experience, qualifications, capacity and methods. Firms submitting responses must have completed work of a similar nature and complexity, experience working with higher education would be an asset. By responding to this RFSQ the Proponent confirms its ability to and interest in performing services described in this RFSQ.

6.3 Term

Not applicable for this RFSQ

6.4 Any other applicable categories

Not applicable for this RFSQ

7.0 TERMS AND CONDITIONS

York's Standard Terms and Conditions shall apply to this Agreement but do not supersede the terms and conditions in this Bid Document. York's Standard Terms and Conditions shall be viewed at:

http://www.yorku.ca/finance/documents/standard_terms_and_conditions.pdf.

In the event of a conflict or inconsistency between the Standard Terms and Conditions and the terms and conditions of this Bid Document, the terms and conditions of this Bid Document will govern.

7.1 Confidentiality

Proponents acknowledge that York is subject to Ontario's *Freedom of Information and Protection of Privacy Act* (FIPPA). In general terms, York will receive and hold the Proponents' responses in confidence, subject to the provisions of FIPPA and this Bid Document.

Proponents shall review s.17 of FIPPA and determine the information which the Proponent believes is exempted from disclosure under FIPPA. All information regarding the terms, conditions, trade secrets, commercial, financial, technical, labour relations and scientific aspects of the Proposal which in the Proponent's opinion, are of a proprietary or confidential nature, shall be clearly marked "Confidential" at each relevant item or page. All information marked "Confidential" will be held in strict confidence and shall not be intentionally released to any other party without the Proponent's consent or as may be required by any applicable law or trade agreement.

York shall use all reasonable efforts to hold all information marked "Confidential" by the Proponent in strict confidence where required or permitted by law but shall not be liable for any action as contemplated by s.62(2) of FIPPA.

If York's response to a request under FIPPA is appealed to the Information and Privacy Commissioner for Ontario, the Proponent shall have the burden of proof per s.53 of FIPPA. The Proponent shall be responsible for all costs related to its confidentiality requirements.

Information pertaining to York obtained by the Proponent as a result of participation in this Bid Document is confidential and shall not be disclosed without written authorization from York.

York shall declare and mark certain information about York to be received by the Proponent as "Confidential". The Proponent shall not disclose such "Confidential" information to any third parties unless authorized to do so in advance and in writing by York.

The Proponent and York agree that the reciprocal obligations of confidentiality will survive the termination of the Agreement or any contract between the parties.

All Proponents are advised that York is subject to inter-provincial trade agreements, which may result in disclosure of information.

7.2 Conflict of Interest

By policy, York may not acquire goods, materials or services from an employee of York, York's Board of Governors, or any person who is not at arm's length from any employee of York or York's Board of Governors; or from any corporation firm or other business in which an employee or someone who is not at arm's length from an employee of York or York's Board of Governors, is a controlling shareholder or owner without both the full prior disclosure of the conflict of interest and a written waiver of the conflict by the Vice President, Finance and Administration of York or designate. The term "arm's length" means a relationship which is "conducted between parties that have no corporate or other direct connections, or familial relationship with each other, and thus act each in its own self-interest".

Failure by a Proponent to declare any situation that may be a conflict of interest or a potential or perceived conflict of interest or to obtain a waiver of any such conflict shall be grounds for York to terminate any contract formed without liability and for cause.

7.3 Prohibition against Gratuities

York cautions Proponents that York will evaluate Proposals solely upon the disclosed evaluation criteria and York will not consider any linkage of Proposals to donations, scholarships or similar arrangements.

York has a strict policy against gratuities and York may preclude any Proponent from proceeding with this Bid Document if York finds that gratuities in the form of entertainment, gifts or otherwise were offered or given by the Proponent, or any employee, agent or representative of the Proponent, to any governor, officer, agent or employee of York for the purpose of securing an Agreement or seeking favourable treatment in respect to the Award or amendment of the Agreement or influencing the performance of the Agreement. The Proponent shall certify that no governor, officer, agent or employee of York has benefited or will benefit financially or materially from the proposed Agreement. York may terminate any Agreement if York determines that gratuities of any kind were either offered to, or received by, any York governor, officer, agent or employee contrary to this policy.

7.4 Governing Law

The laws of the Province of Ontario shall apply to this Bid Document and the Courts of Ontario shall have exclusive jurisdiction over the Agreement formed as a result of this solicitation.

The International Sale of Goods Act shall not apply to this Bid Document or to the Agreement formed as a result of this solicitation.

All Proponents shall comply with any law, including all legislation and regulations which may be applicable to the services provided subsequent to this Bid Document.

7.5 Indemnification

The Selected Proponent shall indemnify York, its Board of Governors, students, employees, servants and/or agents from all damage, damages, losses, costs, claims, demands, actions, suits or proceedings which may arise directly or indirectly as a result of the negligent or wrongful acts or omissions of the Selected Proponent, its employees, agents and/or servants in the performance or purported performance of any of its obligations under the Agreement, whether or not such claims are initiated by third parties or arise between the parties.

7.6 Independent Contractor Status

York and the Selected Proponent acknowledge and agree that they are independent contractors and no employer-employee, partnership or agency relationship is intended or created by their agreement. Neither York nor the Selected Proponent shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation (or attempt or purport to do so) on behalf of, or in the name of, the other.

7.7 Subcontracting and Assignments

Proponents should note that, unless otherwise agreed, York will assume that the employees or agents of the Proponent will perform all services required by this RFSQ and any subsequent Agreement entered into. Any subcontracting or assignment in whole or in part by the Selected Proponent must be approved in writing by York in advance.

In the event a Proponent wishes to subcontract any portion of the Work, the Proponent shall list the name and contact person of the proposed subcontractor together with that portion of the Work that the proposed subcontractor is to do in the Proponent's Proposal.

In granting consent to any sub-contracting or assignment by the Proponent, York reserves the right to impose such additional terms as York deems advisable as a condition of any such subcontract or assignment.

7.8 Employees and Subcontractors

The Selected Proponent shall be solely responsible for all matters relating to statutory deductions for its employees and contractor/subcontractors and to all licenses and permits, which may be or may become required to perform the Work.

The Selected Proponent's personnel shall observe all regulations and comply with all York policies, as posted at <http://www.yorku.ca/secretariat/policies/index-policies.html>.

7.9 Health and Safety

The following requirements and conditions shall be included in any Agreement with the Selected Proponent (and subcontractors) engaged by or on behalf of York:

1. The Selected Proponent acknowledges that it has read and understood the *Occupational Health and Safety Act (OHSA)* and regulations, made under that statute.
2. The Selected Proponent shall at all times comply with OHSA Safety Standards in the Workplace. The Selected Proponent further agrees to adhere to health and safety standards set out in applicable statutes and regulations and to comply with written health and safety policies of York and any applicable industry standards. The Selected Proponent shall assume full responsibility for the enforcement of same.
3. The Selected Proponent shall (if requested) participate in a pre-project meeting to verify its full understanding of the major contractual requirements and expectations in the area of health and safety prior to the start of the Work.
4. The Selected Proponent acknowledges and agrees that any breach or breaches of health and safety requirements, whether by the Selected Proponent or any of its subcontractors may invalidate the Agreement.
5. The Selected Proponent acknowledges and agrees that any damages or fines that may be assessed against York by reason of a breach or breaches of the OHSA by the Selected Proponent or any of its subcontractors will entitle York to off-set the damages so assessed against any monies that York may from time to time owe to the Selected Proponent under the Agreement or any other contract whatsoever.
6. The Selected Proponent acknowledges that it has a written occupational health and safety policy, which the Selected Proponent reviews annually, and that it maintains a program to implement its policy in accordance with s.25(2)(l) of the OHSA. The Selected Proponent shall submit a copy of its Health and Safety Policy upon request by York.

Material Safety Data Sheets (MSDS) and appropriate labels shall accompany all hazardous products, as defined under the federal Hazardous Products Act and the provincial WHMIS legislation.

All products and/or electrical/electronic components or equipment used during the Work shall conform to the standards approved by the Underwriter's Laboratory (ULc) or Canadian Standards Association (CSA).

7.10 Warranty on Work

The Selected Proponent shall warrant the Work for a period of not less than one (1) year from the date of final completion, installation or supply against and from all defects and deficiencies in manufacture, installation and workmanship.

At any time during the warranty period, upon notice from York to do so, the Selected Proponent shall promptly remedy, replace, repair or re-perform any defects or deficiencies in the Work as solely determined by York, at no additional cost to York.

Should the Selected Proponent fail to remedy promptly any defect or deficiency in the Work following notice to do so from York, York may remedy the defect or deficiency by whatever method or means it deems advisable, at the sole cost of the Selected Proponent.

All goods and services supplied and/or installed as part of the Work by the Selected Proponent shall be supplied and installed in such a manner as will preserve any and all manufacturer's warranties for the benefit of York.

7.11 Patents and Copyrights

The Selected Proponent shall pay all royalties and licence fees for patent to invention rights, copyrights, trademarks and service marks; and defend all suits or claims for the infringement of any patent to invention rights, copyrights, trademarks and service marks involved in the Work performed under the Agreement.

The Selected Proponent shall, at his/her expense, defend all claims, actions or proceedings against York based on any allegations that the Work or any part of the Work constitutes an infringement of any patent, copyright or other proprietary right, and shall pay to York all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis occasioned to York by reason thereof.

If the Work or any part thereof is in any action proceeding held to constitute an infringement, the Proponent shall forthwith either secure for York the right to continue using the Work or shall at the Proponent's expense, replace the infringing items with non-infringing Work or modify them so that the Work no longer infringes.

The Selected Proponent shall indemnify and save harmless York and its officers, agents and employees from liability of any nature or kind, including cost and expenses for, or on account of, any patented or un-patented invention, process, product or service provided in the performance of the Agreement including its use by the owner, unless otherwise specifically stipulated.

The above refers only to the Selected Proponent's own contributions to the Work.

7.12 Payment

York shall pay in Canadian funds net thirty (30) days from invoice receipt or satisfactory delivery of goods or services supplied as part of the Work, whichever is later unless otherwise noted. York shall calculate any cash discount from the date of receipt of invoice. York shall not be responsible for interest or late fees charged by the Selected Proponent.

RFSQ17-029

Supplier Pre- Qualification for Full Architectural and Exhibit Design Services
To Create a New Computer Exhibit / Museum

York's payment method is direct deposit and the Selected Proponent shall provide York with the information required to effect such payment. The Application for Vendor Direct Deposit Banking is located at:

<http://www.yorku.ca/finance/documents/VendorDirectDeposit.pdf>

If the Work is incomplete, or where deficiencies are not rectified, York reserves the right to withhold an amount commensurate with the remaining Work.

If the Selected Proponent is not a resident of Canada for the purposes of Canadian income tax legislation, the Selected Proponent shall specifically note on each invoice it issues to York the portion of the Work covered by the invoice, which was performed in Canada.

As required by Canadian law, York shall withhold such amounts as may be necessary from the fees payable by York for the Work and shall pay these amounts to the appropriate Canadian taxing authority, for the benefit of the Selected Proponent.

7.13 Performance Management

The Selected Proponent shall provide York with a designated customer service representative. York shall handle any disputes and/or inquiries with the representative. Resolution of problems shall be managed between the parties within an agreed upon timeframe.

The Selected Proponent acknowledges that York will monitor its performance of the Work and that its overall performance will be a major consideration for future contracts with York. The frequency and detail of ongoing monitoring will be dependent upon the nature of the Work and safety precautions specified.

7.14 York Property

The Selected Proponent and its subcontractors shall restore all property damaged or destroyed during the Work to the satisfaction of York and at no cost to York. If the Selected Proponent fails to clean up at the completion of the Work, York may do so and charge the Selected Proponent for the costs therefore, or deduct said costs from any monies still owing to the Selected Proponent. The Selected Proponent is responsible at its cost, for the removal and disposal – off site – of all packaging and other shipping materials (if applicable to the Work performed) in an environmentally responsible manner.

7.15 York Markings

Proponents shall not use, advertise or publicize York's name, logo, crest etc., during the bidding process and up to and including termination of any subsequent Agreement, without prior written consent of York.

7.16 Errors and Omissions

While York has used considerable effort to ensure an accurate representation of information in this Bid Document, the information contained in this Bid Document is supplied solely as a guideline for Proponents. York does not guarantee or warrant the information to be accurate, comprehensive or exhaustive and York shall not be held liable for any errors or omissions in the Bid Document. Nothing in this Bid Document is intended to relieve Proponents, at their own expense, from forming their own opinions and conclusions with respect to the matters addressed in this Bid Document.

7.17 Non Exclusive Agreement

Any Agreement awarded as a result of this Bid Document shall be non-exclusive and the Selected Proponent acknowledges that York may in its sole discretion procure from others for the same or similar goods and services during the term of any Agreement formed as a result of this Bid Document.

7.18 Contract Termination

In addition to any rights of termination at law or in equity, York shall have the right to terminate the Agreement formed with the Selected Proponent upon written notice to the Selected Proponent and at no cost to York.

York shall pay all reasonable costs incurred by the Selected Proponent up to the date of termination, less any excess costs incurred by York in re-procuring and completing the work where the termination is for cause. However, in no event shall the Selected Proponent be paid for any amount that exceeds the price of the agreed fee for the Work performed. The Selected Proponent will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

7.19 Intellectual Property

All information, materials, data, in any form, prepared, created or developed by or for the Selected Proponent pursuant to this RFSQ, together with all designs and materials capable of intellectual property protection, prepared, developed or created by the Selected Proponent, its employees or agents pursuant to the performance of this project shall automatically be deemed to be and shall become the sole property of York.

The Selected Proponent, its employees and agents each agree to sign whatever documentation may be necessary to give full force and effect to the above clause. The Selected Proponent shall not do or cause to do anything which materially or adversely affects York's ownership of intellectual property.

8.0 BEST VALUE ANALYSIS (BVA)

I. WRITTEN PRE-QUALIFICATION:		Weight
A. Mandatory Requirements		
	Acknowledgement	Y/N
	Certificate of Practice	Y/N
	WSIB	Y/N
	Insurance	Y/N
B. Company Qualifications		60
	Company Qualification and Executive Summary – Schedule A	
	Key Contact Person – Schedule B	
	Key Personnel #1– Schedule B	
	Key Personnel #2– Schedule B	
C. Experience & Relevance of Projects		40
	Project 1 - Schedule C	
	Project 2 - Schedule C	
	Project 3 - Schedule C	
	Project 4 - Schedule C	
	Project 5 - Schedule C	
Total Points Received		100
Total Weighted Score		

9.0 ACKNOWLEDGEMENT

I/We _____ the undersigned HEREBY DECLARE AND ACKNOWLEDGE:

THAT I / WE have examined the documentation and information contained in SQ17-029 (the "Bid Document") and accompanying documents;

THAT I / WE declare that no person, firm, corporation or other organization other than disclosed herein has any interest in this Proposal or any Agreement which may result;

THAT this Proposal is made by the undersigned without collusion or fraud with any other entity;

THAT all statements in this Proposal are true and accurate in all respects;

THAT full disclosure has been made of any conflict of interest or potential conflict of interest;

THAT Addenda No. ___ to ___ inclusive have been reviewed by me / us and form part and parcel of the Bid Document and any Agreement which may result;

THAT I / WE do hereby offer to enter into an Agreement to do all the Work as described in the Bid Document and provide all labour, materials and all necessary items to complete the Work to the full and complete satisfaction of York for the sum bid; and

THAT my / our Proposal is irrevocable after close of bidding for a period of not less than ninety (90) calendar days from that date.

Proponent Company Name (the "Proponent")

Contact Person (Print Name)

Email Address of Contact Person

Address

City Province/State Postal Code/Zip Code

() _____ () _____
Phone Number Fax Number

HST Number Web Site

Duly executed by an authorized officer of the Proponent at _____ this ____ day of _____, 20__.

SIGNATURE OF WITNESS

SIGNATURE

TITLE
I have authority to bind the corporation.

10.0 SCHEDULE A

Company Qualification and Executive Summary (max 3 pages)

Submitted By: _____
Key Contact Person: _____
Business Address: _____

Telephone Number: () _____ **Fax Number:** () _____
E-Mail: _____ **Web Address:** _____

Type of Organization:

- | | |
|--|--|
| <input type="checkbox"/> Individual or Sole Proprietorship | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Professional Association | <input type="checkbox"/> Joint Venture _____ |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Other _____ |

Year Established: _____ **Number of Employees:** _____

Qualification and Executive Summary Statement (2 pages):

BIM Information (1 page max):

11.0 SCHEDULE B
Key Personnel Qualification Statement (1 pg/person, 3 pages max)

Name: _____
Education: _____
Industry related experience (in years): _____
Years with Current Employer: _____
Key Personnel Email _____

Project Related Experience

Project Name: _____
Project Description:

Date Completed: _____ **Total Value:** _____
Owner/Architect: _____
Contact Name: _____ **Phone:** _____

Project Name: _____
Project Description:

Date Completed: _____ **Total Value:** _____
Owner/Architect: _____
Contact Name: _____ **Phone:** _____

Project Name: _____
Project Description:

Date Completed: _____ **Total Value:** _____
Owner/Architect: _____
Contact Name: _____ **Phone:** _____

