

 University of Victoria	Purchasing Services	110 Saunders Annex Room, P.O. Box 1700 VICTORIA, BC CANADA V8W 2Y2 PHONE (250) 721-8326, FAX (250) 721-8327 E-MAIL: ebid@uvic.ca
DATE: _____		CLOSING DATE: 3:00 pm., _____
PURCHASING OFFICER: _____		REFERENCE NO.: RFT _____
REQUESTING DEPARTMENT: <u>Facilities Management</u>		REQUESTOR: _____

REQUEST TO TENDER
****THIS IS NOT AN ORDER****

NOTICE TO BIDDERS:	
1. The University reserves the right to award order(s) in part or in full on quotations received. The lowest or any bid or quotation will not necessarily be accepted.	2. NO GOODS ARE TO BE DELIVERED WITHOUT AN OFFICIAL UNIVERSITY PURCHASE ORDER.
3. Quotations on individual items may be considered unless otherwise stated herein.	4. The Bidder must bear the costs of submitting samples, if any, for University approval.

IN ORDER TO BE ENTITLED TO CONSIDERATION, THIS DOCUMENT MUST BE SIGNED (SEE BELOW)

UNIVERSITY OF VICTORIA

RE: _____

PROJECT NO. _____

You are invited to submit firm price for all labour, materials, equipment and supervision necessary to complete the above work in accordance with, and as described in the following:

DOCUMENTS:

PAGES

- | | | |
|-----------|---|----------|
| A. | RFT Form | 1 |
| B. | Appendix A – Scope of Work | 1 |
| C. | Instructions & General Conditions | 9 |
| D. | Drawings Prepared by: _____, and Numbered: _____ | |
| E. | Specification Prepared by: _____ | |

NOTE: An optional (or mandatory) but recommended **SITE VISIT** will be held on _____, at _____ (am/pm), at the _____ Building / Site.

TOTAL PRICE FOR ALL WORK: _____ **Dollars**

(\$ _____) (In Canadian funds, including all cash allowances and applicable taxes, EXCEPT GST.)

WE ACKNOWLEDGE RECEIPT OF ADDENDUM(S) NO.: _____ to _____ INCLUSIVE.

PRICES TO BE F.O.B. UNIVERSITY OF VICTORIA TO BE SHIPPED VIA YOUR CARRIER EXPECTED COMPLETION DATE (REFER TO APPENDIX "A")

FIRM: _____
 NAME: _____
 POSITION: _____
 SIGNATURE: _____
 TELEPHONE: _____ DATE: _____
 EMAIL: _____

APPENDIX “A”

SCOPE OF WORK (*Insert description of work*):

Bidders are to provide all labour, tools, material and equipment to complete the project.

COMMENCEMENT OF WORK AND TOTAL PERFORMANCE

We confirm that notwithstanding any delay in the preparation and execution of the formal Contract Agreement, we are prepared to commence work within _____ (_____) calendar days of acceptance of the Quote and instructions to commence work.

Signature	Date
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Firm Name: _____

Address: _____

City: _____

Postal Code: _____

Phone: _____ Fax: _____

Email: _____

Web: _____

INSTRUCTIONS AND GENERAL CONDITIONS

- 1. Tender Date**

Sealed Tenders will be received at the Office of:

Purchasing Services
UNIVERSITY OF VICTORIA
3800 Finnerty Road
Room 110, Saunders Annex
Victoria, BC V8P 5C2
up to, and not later than 3:00 pm local time on, _____.
- 2. Contract Documents**

The Tender Documents and all specifications and drawings relating to the Project together with this Agreement are collectively called the “Contract Documents”. The Contractor acknowledges that it has examined the Contract Documents and all of the Work shall be done, performed or furnished by the Contractor in a proper and worker-like manner and in strict accordance with the requirements of those specifications and drawings and with any Code, Standard, Regulation, Ordinance or Law bearing on the Work or Project. If the Contractor observes that the drawings and specifications are at variance with any Code, Standard, Regulation, Ordinance or Law bearing on the Work or Project, it shall immediately notify the Owner.
- 3. Form of Tender**

Tenders shall be submitted, on the forms provided, and all blank spaces shall be properly filled in. Tenders shall be submitted in a sealed envelope, clearly marked with the name and number of the Tender, and the name and address of the Bidder. Each Bid must be manually signed with the partnership name followed by the signature and the designation of the signing partner. Bids by corporations must be signed with the legal name of the corporation, followed by the signature of an officer authorized to bind it in the matter.
- 4. Tender Form Amendments**

Amendments to a bona fide Tender by means of a facsimile transmission will be accepted provided that such facsimile is received prior to the Tender closing time. The University, however, makes no guarantee that facsimile services will be available.
- 5. Bid Bonds**

 - a) Each Tender Form received from a Bidder must be accompanied by a Bid Bond in the amount equal to Ten Percent (10%) of the Total Amount of Tender. Certified cheques and guaranteed letters of credit will **not** be accepted.
 - b) Bid Bonds shall be issued on a form approved by the Insurance Bureau of Canada and issued by a Surety acceptable to the Owner.
 - c) If a Bidder declines to enter a Contract within the period set out in the Tender Form, or a further agreed period of time, the Principal and Surety will be required to pay to the Owner, a sum equivalent to the difference between the Principal's Bid and the next qualified Bid or Ten Percent (10%) of the Principal's Bid, whichever is the lesser.

6. **Labour and Material Payment Bonds and Performance Bonds**
- a) The successful Bidder shall provide a Performance Bond and a Labour and Materials Bond each in the amount of Fifty Per cent (50%) of the Contract Price.
 - b) These Bonds must be provided within ten (10) working days of Contract Award and must be maintained in good standing until the fulfilment of the Contract including the requirements of the Warranty provided for in the Warranty clause and the payment of all obligations arising under the Contract. Should the successful Bidder fail to provide these required Bonds, the Bid Bond may be forfeited.
 - c) All such Bonds shall be issued on a form approved by the Insurance Bureau of Canada and issued by a Surety acceptable to the Owner.
 - d) The costs attributed to providing such Bonds shall be included in the Total Amount of Tender.
 - e) The Obligee on the Bonds must be the Owner.
7. **Opening of Tenders**
- Tenders will be opened publicly at the time and place set above for the receipt of Tenders. Tenders received after the set time and date will be returned unopened.
8. **Acceptance**
- a) Tenders shall be open for acceptance by the University for thirty (30) calendar days after the time set for receipt of bids.
 - b) The lowest or any Tender will not necessarily be accepted.
 - c) In the event a single bid is received, the Owner may open the bid privately without reference to the bidder. If the bid is opened and it is in excess of the Owner's budget, the Owner reserves the right to re-issue the Bid Documents for new public re-bid without revisions being made to the Bid Documents and without disclosing the single Bid Price. The Owner reserves the right to accept or reject a single bid.
 - d) The Owner has the right to enter into over-budget negotiations with the lowest compliant bidder or a single bidder, without cancellation of all bids or consideration to other bidders, and to require that bidder to negotiate with Subcontractors named on their Bid Form.
9. **Withdrawal of Bids**
- A Bidder will be permitted to withdraw their Tender before the time set for the Closing of Tenders, provided the Bidder has made a request to do so to the Owner at the place set for the opening of Tenders.
10. **Form of Contract**
- The successful Bidder shall be issued a Purchase Order approved by the University's Director of Purchasing Services, which Purchase Order will constitute the Contract, together with the documents listed on Page 1 of the Request for Tender. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
11. **Site Conditions**
- An optional, (or mandatory) but recommended Site Visit will be held on, _____, at _____ am/pm at the _____ Building/Site.**
- Bidders should make themselves aware of all conditions that may affect the Work.

- 12. Discrepancies / Omissions** Should a Bidder find discrepancies in, or omissions from the / Specification or be in doubt as to their meaning, the Bidder shall at once notify the Associate Director, Capital Projects, Facilities Management (250-721-7617), who may send written instructions to all Bidders.
- 13. Addenda** The Bid Documents may be revised or amended before the time set for the receipt of Tenders. Addenda will be posted on the BC Bid website <http://www.bcbid.gov.bc.ca/open.dll/welcome>.
- 14. Payments** The Contractor shall be paid for performance of the Work or delivery of the materials as follows:
- a) The Contractor shall submit an invoice to the Owner, setting out details of work completed, no more frequently than once a month for work completed during the preceding month. Submit invoice through Prime Consultant for review and certification of payment.
 - b) The Contractor shall invoice extra work separately and show the authorization for such extra work by reference to a Change Order number. No extra work will be paid for without an authorized Change Order.
 - c) Provided that no Liens are registered against the Property by the Contractor or those under the Contractor's authority, the Owner shall pay to the Contractor the amount of each invoice less 10% Holdback thereof in accordance with the Builders' Lien Act for work and materials in place as required by the Contract Documents. Additionally, an amount will be held back for deficient work valued at two (2) times the cost to correct the deficiency and both calculations shall be conclusively determined by the Owner's Representative.
 - d) The amount of the invoice, being held back under sub-paragraph 11 (c) after Substantial Completion of the Work shall be paid in accordance with the provisions of the Builders' Lien Act (the "Act"), only provided that no Liens have been filed and remain unreleased in respect of the work; and an invoice is submitted by the Contractor for the value of the Builders' Lien Holdback.
 - e) If requested, the Contractor shall submit a Statutory Declaration stating that the Contractor had paid as at the date of the Declaration, all workers, material trades people, contractors and sub-contractors as defined in the Builders' Lien Act, who have done or have caused to be done any work or have supplied or caused to be supplied any material or who have done or supplied or have caused to be done and supplied both work and material to or for the Contractor in connection with this Agreement and the Builders' Lien Act in respect of such work or material.
- 15. Defects or Deficiencies** The Contractor shall promptly, at its own expense, remedy any defects or deficiencies in the Work which appear prior to and during the period of one (1) year from the date of Substantial Completion of the Project and thereafter to the extent that such defects or deficiencies are the result of faulty workmanship or materials. Neither the issuance of any Certificate nor any payment hereunder shall relieve the Contractor from responsibility hereunder.

- 16. Changes in the Work** The Owner, without invalidating the Contract, may make changes by altering, adding to, deleting from the Work, the Contract Sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract. No change shall be made unless in pursuance of a written order from the Owner.
- 17. Notices** All notices, instructions, invoices, orders or other communications, in writing, shall be deemed to have been given to the Contractor if delivered to the Contractor personally (or in the case of a Company, to any of its Officers or Directors personally) or to the Contractor's Superintendent or Foreman or mailed to the contractor at the address set forth on the first page of this Agreement. All notices, instructions, invoices, orders or other communications by the Contractor shall be in writing and shall be given by personal delivery to the Owner at the address on the first page of this Agreement.
- 18. Licenses and Permits** The Contractor shall be responsible for permits, licenses, or certificates necessary for the performance of the Work which were in force at the date of bid closing. The Contractor is responsible for obtaining and submitting all approval certificates to the Owner on completion of the Work. The Contractor's work shall comply with all applicable standards and codes.
- 19. Indemnification** The Contractor shall indemnify and save harmless the Owner from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Owner may suffer by reason of any act or omission of the Contractor, or of any servant, employee, officer, director, shareholder or Sub-Contractor of the Contractor.
- 20. Insurance** The Contractor shall provide, maintain and pay for the following insurance, and shall provide, to the Owner, Certificates showing that such insurance is in force. The University of Victoria shall be named as an "Additional Insured" and the University will be advised of any cancellation of insurance within thirty (30) days' notice.
- a) Course of Construction / All Risks (including flood and earthquake) Property Insurance for this project will be purchased directly by the Contractor.
 - b) Comprehensive General Liability Insurance, including blanket contractual liability, cross liability and completed operations coverage, and for not less than Two Million Dollars (\$2,000,000) inclusive per occurrence for bodily injury, personal injury and property damage.
- 21. Contract Termination by the Owner** The Owner may terminate this Agreement upon one (1) day's written notice to the Contractor notwithstanding the fact that the Contractor may not then be in default, in which event the Owner shall be liable to the Contractor only for an amount equal to the value of the Work done to the date of termination.

**22. Contract Termination
by Labour Dispute or
by the Contractor**

Without prejudice to any other right it may have, the Owner may terminate this Agreement upon one (1) day's written notice to the Contractor if:

- a) Any Union or labour dispute affecting the Work remains unresolved for a period of fifteen (15) days after written notice thereof from the Owner to the Trade Contractor.
- b) The Contractor commits an act of bankruptcy.
- c) The Contractor breaches any provision of this Agreement.

On such termination, the Owner may arrange for the performance of the work by whatever method the Owner deems expedient. The Owner may take possession of all products, equipment, tools, structures and appliances belonging to or provided by the Contractor located on the site which the Owner deems necessary to prosecute the Work, which possession the Contractor hereby pledges to the Owner as security for the performance of this Agreement, provided that upon completion of the Work, the Owner shall return to the Contractor any such chattels so taken in possession in their original condition, ordinary wear and tear excepted, and not incorporated into the work, without any compensation for use thereof. The Contractor is not entitled to any further payment after the date of the termination until the Work is finished when the Owner shall pay the Contractor any excess of the balance owing on the certified proper compensation to the Owner for related additional supervisory services and any loss, damage and expense suffered or incurred by the Owner. The Contractor will pay on demand to the Owner the excess, if any, of such cost over such balance.

23. Contract Extension

Time is of the essence for this Agreement. If the Work is delayed by the act, neglect, or default of the Owner or by any damages caused by fire or act of God and in no way is caused by or resulting from any act, neglect, default or collusion of the Contractor or its suppliers or employees, then the time fixed herein for completion of the Work shall be extended for a period equivalent to the time lost, provided that the Contractor presents a claim requesting an extension to the Owner within five (5) days of the occurrence of the delay. The Owner shall not be responsible for any costs incurred by the Contractor caused by delays, howsoever caused.

24. Care of Property

The Contractor shall maintain work areas in a clean and tidy condition at all times. The Contractor will be responsible for and pay all costs for repairing and making good any damage to any University property caused by the Contractor or their agents in fulfilling the terms of this Contract.

25. Clean Up

Upon the completion of the Work, all tools and debris shall be removed from the site of the Work.

- a) The Contractor shall ensure that during the progress of the work of all Trades, all necessary cleaning and cleaning of foreign materials from finished or adjacent surfaces, is carried out daily.
- b) Each Trade, on completion of its work in any room or area, shall leave surfaces clean, and floors vacuumed clean.

- c) The Contractor shall be responsible for the removal of all waste material from the Owner's property.
- d) All re-usable existing material and equipment remains the property of the Owner unless otherwise specified by the Owner.
- e) No disposal is allowed in UVic bins.

26. Parking and Security

The Contractor's workers and agents shall comply with the University's Parking and Security Regulations at all times while on University property. The Contractor is responsible for the protection of all material and equipment brought on the site.

**27. Confidentiality and
Freedom of Information**

The Contractor will treat as confidential and will not, without the prior written consent of UVic, publish, release or disclose or permit to be published, released or disclosed, the Material or any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of this Agreement, except insofar as such publications, release or disclosure is necessary to enable the Contractor to fulfill its obligations under this Agreement. The Contractor recognizes that all Material and other information referred to above is protected by the provisions of the *BC Freedom of Information and Protection of Privacy Act* (FIPPA) and agrees not to use or disclose any such Material or information except as permitted by the FIPPA.

The Contractor will allow UVic to publish any Material in accordance with the FIPPA. If disclosure of any portion of the Material may cause harm to the Contractor, the Contractor must provide details of the harm in accordance with section 21 of the FIPPA.

The obligation to keep confidential shall however not apply to information already known to the party to which it is disclosed:

- a) Becomes part of the public domain without breach of this Agreement.
- b) Is obtained from third parties, which have no obligations to keep confidential to the contracting parties.

Each party acknowledges that Information provided by either party in connection with this Agreement, may contain confidential and proprietary data, and disclosure of such Information may be damaging to the disclosing party. The term Information denotes any and all technical and business Information disclosed in any manner or form including, but not limited to financial plans and records, marketing plans, business strategies, trade secrets, present and proposed products, computer software programs, source code, relationships with third parties, customer lists, Information regarding customers and Information in confidence, not to make use of it other than as required for the performance of this Agreement, to release it only to employees requiring same, and not to release or disclose it to any other third party. The duties and obligations to protect Information shall survive termination of this Agreement for a period of three (3) years; provided, however, that to the extent any Information constitutes a trade secret, such duties and obligations shall remain in effect with respect to such Information for so

long beyond such three (3) year period as such Information remains a trade secret as so defined.

- 28. Workers' Compensation**
- a) Prior to commencing the Work, Substantial Performance and the issuance of the Final Certificate for Payment, the Contractor shall provide evidence of compliance with the Workers' Compensation Act legislation at the place of the Work, including payments due thereunder.
 - b) At any time during the term of the Contract, when requested by the Owner, the Contractor shall provide such evidence of compliance by the Contractor and Sub-Contractors.

29. Occupational Health & Safety Program

Under the requirements of the Occupational Health and Safety Regulation, the University of Victoria will be the "Owner" and the Contractor will be the "Prime Contractor" unless otherwise stated within this special provision clause.

The Prime Contractor will provide an Occupational Health and Safety Program at the time of the Pre-Construction Meeting, and have it in place prior to the commencement of any Work. The Contractor will provide evidence that an Occupational Health and Safety Program is in place at the Pre-Construction Meeting.

Any delays in commencement of the Work related to acceptance of the Contract and site specifics of the Contractor's Occupational Health and Safety Program or interruptions of the Work related to the implementation of the Occupational Health and Safety Program are not acceptable as delays unless otherwise agreed to, in writing, by the University Representative.

30. Handling Asbestos

The handling of any asbestos-containing materials shall conform to the requirements specified in Part 6 of the Occupational Health and Safety Regulations of WorkSafeBC of British Columbia and the WorkSafeBC published directive in the WorkSafeBC booklet, "Safe Work Practices for Handling Asbestos" will be followed where applicable.

Notice of Project shall be filed with WorkSafeBC with a copy to the University.

31. Manuals & Record Drawings

- a) At the termination of Work, the Contractor shall submit to the Consultant four (4) copies of Maintenance Manuals, individually bound, presenting full details for care of maintenance of all visible surfaces and equipment of every nature.
- b) Upon commencement of the Work the Consultant will furnish the Contractor with one (1) complete set of drawings, upon which the Contractor shall record all deviations from the Work.
- c) The Contractor shall, at the time of final inspection, and prior to the final completion of the Work, submit to the Consultant "Record Drawings" which shall include all changes and variations in the completed works of all Divisions and Trades.

32. **Final Inspection** All material and work provided under this Contract shall be to the satisfaction of the Executive Director of Facilities Management.
33. **Warranty** Any item or component provided under this Contract which deviates in any way from the specified items and components shall be replaced at the Contractor's expense.
- Any defect in the work due to faulty materials and/or labour within one year of final acceptance by the Owner shall be corrected at the Contractor's expense. All equipment will be protected as per the Manufacturers' Warranties. Please indicate.
34. **Hours of Work**
- a) Except as mutually agreed between the Contractor and the Executive Director of Facilities Management, work on site shall be limited to the period between 7:00 A.M. and 7:00 P.M.
 - b) The University reserves the right to restrict construction activity which is deemed to adversely interfere with the University's normal operations, lands or premises. Upon submission by the Contractor, the Owner may grant an extension to the Project Schedule to compensate for such restrictions.
35. **Access to Site** Access to site shall be as directed by the University's Projects' Division staff member.
36. **Smoking** Smoking on campus is only permitted in designated areas outside Ring Road. Marked benches and cigarette receptacles are located in accessible locations within a three-minute walk of any campus building.
37. **Products** Products are to be as specified. Alternate materials will not be considered.
38. **Trades** The Contractor agrees to employ appropriate tradespeople on the Work and to abide by the wages and conditions of any Collective Agreements covering such trades people. Bidders are advised that other Trades as well as UVic forces may be working on site in the same time period. Co-operation between all trades is required to avoid conflicts and delays.
39. **Harassment Policy & Procedures** Prior to the commencement of the work, the Contractor shall become familiar with the University's Harassment Policy & Procedures. It shall be the Contractor's responsibility to advise all construction personnel on the site as to the nature and contents of the Policy. It shall also be the Contractor's responsibility to enforce the Policy on the job site.
40. **Questions** Purchasing questions shall be directed in writing to:
- Tom Lam, Purchasing Officer
Purchasing Services
UNIVERSITY OF VICTORIA
Email: ebid@uvic.ca
Fax: 250-721-8327

Technical questions shall be directed in writing to:

Email:

Time permitting, such questions will be answered and/or responded to all Respondents by Addenda.

It is the Proponents' responsibility to ensure that they have received all Addenda relating to this RFT that is posted on BC Bid.