**INSTRUCTIONS TO BIDDERS**

* 1. **DOCUMENTS**
		1. Carefully examine the following information. Failure to follow these instructions may result in bid disqualification.
		2. Project information:
			1. Project / Contract No.: **<#>**
			2. Project Name: **<Project Name>**
			3. RFT No.: **<#>**
1. **BID DOCUMENTS**
2. Invitation to Bid;
3. Instructions to Bidders;
4. Bid Form;
5. Articles of Agreement (CCDC 2 – 2020);
6. General Conditions (CCDC 2 – 2020);
7. Supplementary Conditions;
8. General Requirements;
9. Drawings and Specifications;
10. Addenda and Appendices, if any.
11. **CONTRACT DOCUMENTS**
	* 1. Upon award of contract the Contract Documents consist only of (2) to (9) above.
12. **SCHEDULE**
	* 1. The Bidder shall submit their contractual completion dates in the format and in the spaces provided on the Tender Form.
		2. The Owner has established the following construction dates:

**Construction start not before <Date>**

**Substantial Completion, <Date>**

1. **INQUIRIES**
	* 1. Direct inquiries relating to Bid Documents only to UVic Purchasing Services via the Bonfire portal at:

https://uvic.bonfirehub.ca/portal

1. **MATERIALS**
2. Establish the Bid Price based on the use of materials specified in Drawings and Specifications.
3. Proposed alternatives to materials specified will be considered during the bidding period only if full descriptive data are submitted to UVic’s Bonfire portal at least **seven (7)** Working Days before the bid closing date.
4. Approved alternatives will be incorporated in the Drawings and Specifications by issuance of an Addendum.
	1. **CONDITIONS RELATED TO THE WORK**
		1. Become familiar with the site and existing conditions prior to submitting a bid and make allowances for conditions related to the *Work.*
		2. Compare Bid Documents with actual conditions.
		3. Compensation will not be made because of failure of a bidder to make proper site investigations. Claims for additional costs or time will not be entertained with respect to conditions which would reasonably have been ascertained by an inspection of the site to understand the full nature of the work prior to the tender closing date.
	2. **TAXES**
		1. The Bid Price includes all applicable taxes in force at the time of bidding and related to the progress of the *Work* except Value Added Tax (GST).
		2. The successful bidder agrees to pay applicable taxes in force during and related to progress of the *Work*.
		3. Allow the *Owner* to conduct an audit of the BC Ministry of Finance Consumer Tax Database (or, if the successful bidder is not a BC registered company, the equivalent in the jurisdiction in which the successful bidder is incorporated) to determine if the successful bidder is in compliance with the *Social Service Tax Act* or the equivalent in the bidder’s jurisdiction of incorporation*.*
	3. **COMPLETION OF BID FORM**
		1. Complete the bid on the Bid Form included with the Bid Documents in a non-erasable medium and execute in accordance with provisions of Clause 10 of the Instructions to Bidders, - EXECUTION OF THE BID.
		2. If required, state the number of weeks within which the bidder will Substantially Perform the *Work.*
		3. Bid must bear signature of bidder in handwriting.
		4. Blank spaces on forms must be completed; contract price must be in writing and in figures.
		5. Bid must remain open for acceptance for a period of **60** days after General Contract close.
		6. Initial erasures or corrections to entries on the Bid Form.
		7. Indicate receipt of Addenda.
		8. The Owner may reject the bid if the Bid Form has alterations, qualifications or omissions.
5. **EXECUTION OF THE BID**
	* 1. Execute the Bid Form in one of the following ways:
			1. Limited Company: Include the company’s full name and the name(s) and status of the authorized signing officer(s) in the spaces provided. Affix the signatures(s) of authorized officer(s) and date the Form; or
			2. Partnership: Print the partnership name and the name(s) and status of the person(s) signing in the spaces provided. Affix the signature of one or more of the authorized partners and date the Form; or
			3. Sole Proprietor: Print the business name and the name of the sole proprietor in the spaces provided. Affix the signature of the sole proprietor and date the Form.
6. **DELIVERY OF THE BID**
7. All bids and other related documents are to be submitted electronically through the *Owner’s* Bonfire portal website, the Electronic Submission Service, at <https://uvic.bonfirehub.ca/portal/>
8. Any other form of bid submission will not be accepted by the *Owner*. These include and are not limited to hardcopy, fax, and email.
9. Bidders in need of assistance pertaining to the Electronic Submission Service are to contact the Electronic Submission Service directly at Support@GoBonfire.com for technical questions. Bidders can also visit the Electronic Submission Service’s help forum at <https://bonfirehub.zendesk.com/hc>
10. The bidder must establish an account with the Electronic Submission Service, and understand and agrees that the use of the Electronic Submission Service account is the legal equivalent to signature by its authorized signatory and constitutes the bidder’s agreement to be bound by the terms and conditions of the Tender Documents, and by the statements and representations to which the Electronic Submission Service account is affixed;
11. The bidder shall be responsible for reviewing any guidelines and the Electronic Submission Service Terms of Use applying to and governing the use of the Electronic Submission Service; and
12. The bidder agrees that in no event will UVic have any liability, whether based on negligence or other torts, contract, warranty, strict liability or otherwise, for any loss or damage of any nature or kind suffered by the bidder arising from or related to any mistakes, errors, omissions, oversights, statements, representations or warranties in any guideline, guidance or information, written or oral, given to the bidders by or on behalf of UVic regarding or in connection with the Electronic Submission Service, including the use of Electronic Submission Service.
13. Bidders are advised to submit their bids well in advance of the closing date to avoid late submissions due to technical issues. Bids and other related documents received after the stated time and date of closing will not be considered by the *Owner.*
14. The *Owner* is neither liable nor responsible for costs incurred by bidders in the preparation, submission, or presentation of the bid. Bid documents become the property of the *Owner*.
	1. **REVISION OF THE BID**
15. A Bid Form already delivered to the Owner electronically may only be revised in the manner described in section 11.1, and to qualify as a revision, the revision(s) must be received by the *Owner* prior to the time and date specified for the closing of bids.
16. Where itemized, bid price, separate, alternative, or unit prices are being revised, submit a new price that replaces the previously submitted price.
	1. **BID BONDS**
		1. Bid Form must be accompanied by a bid bond, in electronic or digital format, in the amount of ten percent (10%) of the Bid Price, meeting the following criteria:
			1. The version submitted by the bidder must be verifiable by the *Owner* with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; and all digital seals with the Surety Company, or an approved verification service provider of the Surety Company.
			2. The version submitted must be viewable, printable and storable in a standard electronic file format as a PDF file.
			3. The verification may be conducted by the *Owner* immediately or at any time during the life of the bond and at the discretion of the *Owner* with no requirement for passwords or fees.
			4. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 13.1.1.
		2. Bid bonds failing the verification process will NOT be considered to be valid, resulting in the bid’s rejection by the *Owner*.
		3. Bid bonds passing the verification process will be treated as original and authentic.
		4. Certified cheques and guaranteed letters of credit will not be accepted.
		5. If a successful bidder declines to enter a Contract within the period set out in the Bid 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 accepted bid or ten percent (10%) of the principals’ bid, whichever is less.
17. **PERFORMANCE BONDS AND LABOUR AND MATERIAL PAYMENT BONDS**
	* 1. The successful bidder agrees to:
			1. Provide a Performance Bond and a Labour and Material Payment Bond each in the amount of fifty percent (50%) of the Contract Price.
			2. Provide these bonds within ten (10) Working Days of contract award. Maintain bonds in good standing until Contract fulfillment. Ensure requirements of GC 12.3 – WARRANTY are met and payment obligations arising under the Contract are made while bonds are still in place
			3. Ensure the Performance Bond is issued on CCDC-221 Performance Bond form, and Labour and Material Performance Bond is issued on CCDC-222 Labour and Material Performance Bond form or other forms approved by the Surety Association of Canada and issued by a Surety acceptable to the *Owner.*
			4. Include bonding costs in the Bid Price.
			5. Ensure the obligee on the bonds is the *Owner.*
18. **PROOF OF COMPETENCY OF BIDDER**
	* 1. Any bidder may be required to furnish evidence, satisfactory to the Owner, that they and their proposed sub-contractors have sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner.
		2. Bidders may be required to provide a list of recently performed similar past Projects, including locations and dates of the Work.
		3. Bidders may be required to provide relevant work history of proposed key personnel (project managers and site supervisors), indicating recent work on similar Projects.
19. **WITHDRAWAL OF BIDS**
	* 1. Any bidder may withdraw their bid, either personally or by written request, at any time prior to the scheduled time for opening of bids. No bidder may withdraw their bid, after bids have been opened, for a period of **sixty (60)** days following bid opening. All bids shall be subject to acceptance by the Owner during this period.
20. **ACCEPTANCE OF THE BID**
21. The lowest or any bid will not necessarily be accepted.
22. The *Owner*, at its sole discretion, may accept or reject any or all of the Alternative and/or Separate Prices submitted in the Bid Documents. Alternative Prices will not be considered in determining the successful bidder.
23. Alternative and Separate Prices listed in the Bid Documents shall remain open for acceptance by the *Owner* for the period stated in the Bid Documents, from the time and date specified for closing of bids.
24. Bids which contain qualifying conditions or otherwise fail to conform to these Instructions to Bidders may, at the sole discretion of the *Owner,* be disqualified or rejected.
25. The *Owner* retains the separate right to waive irregularities in the Bid Form if, at the *Owner’s* discretion, such irregularities are of a minor or technical nature and have not provided the bidder with a competitive advantage. Errors of a clerical or technical nature are not grounds for a bidder to revoke a bid.
26. 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.
27. 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.
28. **INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING**

.1 Anyone contemplating submitting a bid for the construction of the work who is in doubt as to the true meaning of any part of the proposed Contract Documents, or who finds discrepancies on or omissions from any part of the proposed Contract Documents, or who discovers any conditions on site which, in their opinion, require clarifications in the proposed contract Documents, shall submit to the Consultant a written request for interpretation or clarification thereof, not later than ten (10) days before sub trade bids are scheduled to be submitted.

.2 Interpretation or correction of proposed Contract Documents will be made only by addenda and will be posted on UVic’s Bonfire portal. Oral interpretations made to any bidder shall not affect a modification of any provision of the tender documents.

.3 Neither the Owner nor the Consultant will be responsible for any other explanations or interpretations of the proposed Contracts Documents. Addenda issued prior to the opening of bids shall be included in the Contract Documents, and the effects shall be considered in the Bid Price.

1. **BIDS TO BE BASED ON PRODUCTS AND EXECUTION SPECIFIED**

.1 Bids shall be submitted based on the products and execution described in the proposed Contracts Documents or on approved alternatives to those products and execution.

.2 Requests for approval of products and execution as alternatives to those called for in the proposed Contract Documents shall be submitted in writing to the Consultant at least seven (7) working days before bids are to be submitted. Submit sufficient samples, product literature, photographs, and specifications to completely describe the products and execution proposed and to enable the Consultant to properly evaluate the proposal.

.3 The Consultant reserves the right to accept or reject any proposed products and execution, and to disclose or not disclose their reasons for such rejection.

.4 Consultant may approve a product as follows:

**.**1 **“Equal”:** considered to meet all requirements of the contract documents and can be used to arrive at the project base bid. Approval by Consultant does not relieve Bidder of responsibility to ensure that proposed substitution is equivalent to the specified product or system and meets all requirements of the proposed Contract Documents.

**.**2 **“Alternate”:** considered to meet some but not all requirements of the Contract Documents. This product cannot be used to arrive at the project base bid. If included by bidders, the cost for this item is to be identified in the tender form as an additional amount or a deduction from the project Base Bid.

.5 Should the substitution of approved products and execution require modifications in the work of different trades, or changes to the Consultant’s drawings, the bidder is solely responsible for all co-ordination required, including all costs associated with the modification of Consultant’s drawings to accommodate the changes.

1. **OWNER PROVIDED INSURANCE**

.1 Refer to GC 11.1 – INSURANCE, GC 12.1 – INDEMNIFICATION and Supplementary Condition(s).

1. **CONTRACTOR PROVIDED INSURANCE**

.1 Refer to GC 11.1 – Insurance, GC 12.1 – Indemnification and Supplementary Condition(s).

1. **WORKERS’ COMPENSATION BOARD LETTER**

.1 After bid closing, upon request, the lowest compliant bidder agrees to provide a Workers’ Compensation Board Letter of Good Standing within forty-eight (48) hours.

**END OF INSTRUCTIONS TO BIDDERS**