



Request for Tender
For
Champlain College West Quad Window Replacement

Request for Tender No: **2024-009-AC.**

Issued: **February 6, 2024**

Submission Deadline: **February 26, 2024, 10:00 AM local time**

Bids must be submitted through the University's online Bonfire portal at:
[Trent University - Champlain College West Quad Window Replacement \(bonfirehub.ca\)](https://bonfirehub.ca)

Submissions by other methods will not be accepted

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Bidders

This Request for Tender (the “RFT”) is an invitation by Trent University (the “University”) to prospective Bidders to submit bids for **Champlain College West Quad Window Replacement**, as further described in Section A of the RFT Particulars (Appendix D) (the “Deliverables”).

One of Canada's top universities, Trent University was founded on the ideal of interactive learning that's personal, purposeful and transformative. Consistently recognized nationally for leadership in teaching, research and student satisfaction, Trent attracts excellent students from across the country and around the world. Trent's Peterborough campus boasts award-winning architecture in a breathtaking natural setting on the banks of the Otonabee River, just 90 minutes from downtown Toronto, while Trent University Durham-GTA delivers a distinct mix of programming in the GTA. Learn more trentu.ca

It is the intent of this project to remove the existing doors and windows and replace with new doors and windows in existing openings, as shown on the drawing set and described in the specifications.

1.2 RFT Contact

For the purposes of this procurement process, the “RFT Contact” will be:

Amanda Cummings, Purchasing Officer, amandacummings@trentu.ca

Bidders and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the University, other than the RFT Contact, concerning matters regarding this RFT. Failure to adhere to this rule may result in the disqualification of the bidder and the rejection of the bidder's bid.

1.3 Type of Contract for Deliverables

The selected bidder will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Form of Agreement (Appendix A) (the “Agreement”). It is the University's intention to enter into a contract with only one (1) legal entity. The anticipated contract term will be April 1st to October 1st, 2024.

The acceptance of the successful bid and the subsequent award of the contract contemplated by this RFT document is subject to Trent University's internal approval processes, approval of external funding and/or budgets. Bids may be accepted in whole or in part.

1.4 RFT Timetable

Issue Date of RFT	February 6, 2024,
Mandatory Site Visit	February 9, 2024, at 10:00 AM local time
Deadline for Questions	February 15, 2024 [4:00 PM] local time
Deadline for Issuing Addenda	February 16, 2024 [4:00 PM] local time
Submission Deadline	February 26, 2024 [10:00 AM] local time
Anticipated Execution of Agreement	April 1, 2024

Completion Date	August 16, 2024
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The RFT timetable is tentative only, and may be changed by the University at any time.

Mandatory Site Visit

General Contractors shall meet at the open area on the north side of the building for the Bidder's meeting, (as shown on Page 1 of 7 of the drawing package).

1.5 Submission of Bids

1.5.1 Bids to be Submitted at Prescribed Location

Bids must be submitted through the University's online Bonfire portal at:

[Trent University - Champlain College West Quad Window Replacement \(bonfirehub.ca\)](https://bonfirehub.ca)

Submissions by other methods will not be accepted.

The following are the system requirements for using Bonfire. In order to submit your proposal using this public portal you must:

- **Use a Supported Browser:** This includes Internet Explorer 11 or Microsoft Edge (Windows), Google Chrome (Windows & Mac), and Mozilla Firefox (Windows & Mac).
- Enable [Javascript](#).
- [browser cookies](#).
- Use a **desktop or non-mobile device**

For successful Questionnaire and/or BidTable template uploads, please ensure you are using **Microsoft Office/Excel/Word 2007 or newer**.

Bidders should contact Bonfire at Support@GoBonfire.com for technical questions related to submissions, or visit Bonfire's help forum at <https://bonfirehub.zendesk.com/hc>.

1.5.2 Bids to be Submitted on Time

Bids must be uploaded and finalized on or before the Submission Deadline set out in the RFT Timetable.

Uploading large documents may take significant time, depending on file size and internet connection speed. It is strongly recommended that bidders allow sufficient time of at least one (1) hour before the Submission Deadline to upload documents and finalize their submissions.

Bidders will receive an email confirmation receipt with a unique confirmation number upon finalizing their submissions.

1.5.3 Bids to be Submitted in Prescribed Format

Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire portal.

The maximum upload file size is approximately 1000 MB (1GB) per file.

Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.

1.5.4 Amendment of Bids

Bidders may amend their bids prior to the Submission Deadline by un-submitting the bid and re-submitting a revised bid through the Bonfire portal.

1.5.5 Withdrawal of Bids

At any time throughout the RFT process until the execution of written agreement for provision of the Deliverables, a bidder may withdraw a submitted bid. Following the Submission Deadline, a notice of withdrawal must be sent to the RFT Contact and must be signed by an authorized representative of the bidder.

1.5.6 Bids Irrevocable after Submission Deadline

Bids shall be irrevocable for sixty (60) days running from the moment that the Submission Deadline passes.

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

The University will conduct the evaluation of bids in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which bids comply with all of the mandatory submission requirements. Bids that fail to satisfy the mandatory submission requirements will be rejected. The mandatory submission requirements are listed in Section C of the RFT Particulars (Appendix D).

2.3 No Amendments to Forms

Other than inserting the information requested on the mandatory submission forms set out in the RFT, a bidder may not make any changes to any of the forms. Any bid containing any such changes, whether on the face of the form or elsewhere in the bid, may be disqualified.

2.3 Stage II - Mandatory Technical Requirements

Stage II will consist of a review to determine which bids comply with all of the mandatory technical requirements. Bids that do not comply with all of the mandatory technical requirements as of the Submission Deadline will, subject to the express and implied rights of the University, be rejected. The mandatory technical requirements are listed in Section D of the RFT Particulars (Appendix D).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing in each compliant bid in accordance with the evaluation method set out in Pricing (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

2.5 Selection of Lowest Compliant Bidder

Subject to the University reserved rights, the compliant bidder with the lowest pricing will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the selected bidder will be determined by way of a coin toss.

2.6 Notice to Bidder and Execution of Agreement

Notice of selection by the University to the selected bidder shall be in writing. The selected bidder shall execute the Agreement in the form attached as Appendix A to this RFT and satisfy any other applicable conditions of this RFT, including the pre-conditions of award listed in Section E of the RFT Particulars (Appendix D), within fifteen (15) days of notice of selection. This provision is solely for the benefit of the University and may be waived by the University.

2.7 Failure to Enter into Agreement

In addition to all other remedies available to the University, if a selected bidder fails to execute the Agreement or satisfy any applicable conditions within **(fifteen (15) days)** of notice of selection, the University may, without incurring any liability, withdraw the selection of that bidder and proceed with the selection of another bidder.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

3.1 General Information and Instructions

3.1.1 Bidder to Follow Instructions

Bidders should structure their bids in accordance with the instructions in this RFT. Where information is requested in this RFT, any response made in a bid should reference the applicable section numbers of this RFT.

3.1.2 Bids in English

All bids are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the bidders bid should be submitted in a fixed form, and the content of websites or other external documents referred to in the bidder's bid but not attached will not be considered to form part of its bid.

3.1.4 Past Performance

In the evaluation process, the University may consider the bidder's past performance or conduct on previous contracts with the University or other institutions.

3.1.5 Information in RFT Only an Estimate

The University and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFT or issued by way of addenda. Any quantities shown or data contained in this RFT or provided by way of addenda are estimates only, and are for the sole purpose of indicating to bidder the general scale and scope of the Deliverables. It is the bidder's responsibility to obtain all the information necessary to prepare a bid in response to this RFT.

3.1.6 Bidders to Bear Their Own Costs

The bidder will bear all costs associated with or incurred in the preparation and presentation of its bid, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Bid to be Retained by the University

The University will not return the bid or any accompanying documentation submitted by a bidder.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The University makes no guarantee of the value or volume of work to be assigned to the successful bidder. The contract with the selected bidder will not be an exclusive contract for the provision of the described Deliverables. The University may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFT

3.2.1 Bidders to Review RFT

Bidders should promptly examine all of the documents comprising this RFT, and may direct questions or seek additional information in writing by email to the RFT Contact or by posting questions directly into the question and answer section located within Bonfire Messages on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFT Contact. The University is under no obligation to provide additional information, and the University is not responsible for any information provided by or obtained from any source other than the RFT Contact. It is the responsibility of the bidder to seek clarification from the RFT Contact on any matter it considers to be unclear. The University is not responsible for any misunderstanding on the part of the bidder concerning this RFT or its process.

3.2.2 All New Information to Bidders by Way of Addenda

This RFT may be amended only by addendum in accordance with this section. If the University, for any reason, determines that it is necessary to provide additional information relating to this RFT, such information will be communicated to all bidders by addendum by posting in Bonfire for all bidders to view. Each addendum forms an integral part of this RFT and may contain important information, including significant changes to this RFT. Bidders are responsible for obtaining all addenda issued by the University.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the University determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the University may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating bids, the University may request further information from the bidder or third parties in order to verify, clarify or supplement the information provided in the bidders bid. The response received by the University shall, if accepted by the University, form an integral part of the bidders bid.

3.3 Notification and Debriefing

3.3.1 Notification to Other Bidders

Once an agreement is executed by the University and a bidder, the other Bidders may be notified directly in writing and will be notified by public posting in the same manner that this RFT was originally posted of the outcome of the procurement process.

3.3.2 Debriefing (applies to RFT valued \$100,000 or more)

Bidder may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFT Contact and must be made within sixty (60) days of such notification. The intent of the debriefing information session is to aid the bidder in

presenting a better bid in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

3.3.3 Procurement Protest Procedure

If a bidder wishes to challenge the RFT process, it should provide written notice to the RFT Contact in accordance with the University's procurement protest procedures and any applicable trade agreement or other applicable bid protest procedures. The notice must provide a detailed explanation of the bidder's concerns with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFT, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFT process, the bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the University in the preparation of its bid that is not available to other bidders, (ii) communicating with any person with a view to influencing preferred treatment in the RFT process (including but not limited to the lobbying of decision makers involved in the RFT process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFT process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the bidder's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The University may disqualify a bidder for any conduct, situation or circumstances, determined by the University, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The University may disqualify a bidder, rescind notice of selection or terminate a contract subsequently entered into if the University determines that the bidder has engaged in any conduct prohibited by this RFT.

3.4.4 Prohibited Bidder Communications

Bidders must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.4.5 Bidder Not to Communicate with Media

Bidders must not at any time directly or indirectly communicate with the media in relation to this RFT or any agreement entered into pursuant to this RFT without first obtaining the written permission of the RFT Contact.

3.4.6 No Lobbying

Bidders must not, in relation to this RFT or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful bidder(s).

3.4.7 Illegal or Unethical Conduct

Bidders must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Bidders must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the University; deceitfulness; submitting bids containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFT.

3.4.8 Past Performance or Past Conduct

The University may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the University, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of the University

All information provided by or obtained from the University in any form in connection with this RFT either before or after the issuance of this RFT

- (a) is the sole property of the University and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFT and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the University; and

- (d) must be returned by the bidder to the University immediately upon the request of the University.

3.5.2 Confidential Information of Bidder

A bidder should identify any information in its bid or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the University. The confidentiality of such information will be maintained by the University, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the University to advise or assist with the RFT process, including the evaluation of bids. If a bidder has any questions about the collection and use of personal information pursuant to this RFT, questions are to be submitted to the RFT Contact.

3.6 Reserved Rights and Limitations of Liability

3.6.1 Reserved Rights of the University

The University reserves the right to

- (a) make public the names of any or all bidders;
- (b) make changes, including substantial changes, to this RFT provided that those changes are issued by way of addendum in the manner set out in this RFT;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any bidder and incorporate a bidder's response to that request for clarification into the bidder's bid;
- (d) assess a bidder's bid on the basis of: (i) a financial analysis determining the actual cost of the bid when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this RFT, consider any other relevant information that arises during this RFT process;
- (e) waive formalities and accept bids that substantially comply with the requirements of this RFT;
- (f) verify with any bidder or with a third party any information set out in a bid;
- (g) check references other than those provided by any bidder;
- (h) disqualify a bidder, rescind a notice of selection or terminate a contract subsequently entered into if the bidder has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (i) select a bidder other than the bidder whose bid reflects the lowest cost to the University;

- (j) cancel this RFT process at any stage;
- (k) cancel this RFT process at any stage and issue a new RFT for the same or similar deliverables;
- (l) accept any bid in whole or in part; or
- (m) reject any or all bids;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.6.2 Limitation of Liability

By submitting a bid, each bidder agrees that

- (a) neither the University nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this RFT process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim; and
- (b) the bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profit or loss of opportunity by reason of the University's decision not to accept the bid submitted by the bidder, to enter into an agreement with any other bidder or to cancel this bidding process, and the bidder shall be deemed to have agreed to waive such right or claim.

3.6.4 Cancellation

The University may cancel or amend the RFT process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFT Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and must not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations;
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein; and
- (d) Bidders should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement (CFTA) are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of each particular tender call. For further reference, please see the Canadian Free Trade Agreement at <https://www.cfta-alec.ca/>.

- (e) Bidders should note that procurements falling within the scope of Chapter 19 of the Canada-European Union Comprehensive Economic and Trade Agreement (CETA) are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of each particular tender call. For further reference, please see the CETA at <http://www.international.gc.ca/trade-commerce/trade-agreements-accords-commerciaux/agr-acc/ceta-aecg/text-texte/toc-tdm.aspx?lang=eng> .

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

The Form of Agreement will be the CCDC 2-2020 Stipulated Price Contract, including any Supplementary Conditions to CCDC 2 – 2020 Stipulated Price Contract.

APPENDIX B – SUBMISSION FORM

1. Bidder Information

Please fill out the following form, naming one person to be the bidder's contact for the RFT process and for any clarifications or communication that might be necessary.	
Full Legal Name of Bidder:	
Any Other Relevant Name under which Bidder Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Bidder Contact Name and Title:	
Bidder Contact Phone:	
Bidder Contact Fax:	
Bidder Contact Email:	
HST registration Number (if not an HST registrant for the purposes of the Excise Tax Act, please indicate):	

2. Offer

The bidder has carefully examined the RFT documents and has a clear and comprehensive knowledge of the Deliverables required under the RFT. By submitting a bid, the bidder agrees and consents to the terms, conditions and provisions of the RFT, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith.

3. Pricing

The bidder has submitted its rates in accordance with the instructions in the RFT and in Pricing (Appendix C) in particular. The bidder confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

4. Addenda

The bidder is deemed to have read and accepted all addenda issued by the University prior to the Deadline for issuing Addenda. The onus is on bidders to make any necessary amendments to their bids based on the addenda.

5. No Prohibited Conduct

The bidder declares that it has not engaged in any conduct prohibited by this RFT.

6. Conflict of Interest

Bidders must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFT. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the bid; **AND** (b) were employees of the University within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the bidder will be deemed to declare that (a) there was no Conflict of Interest in preparing its bid; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFT.

Otherwise, if the statement below applies, check the box.

- ☐ The bidder declares that there is an actual or potential Conflict of Interest relating to the preparation of its bid, and/or the bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFT.

If the bidder declares an actual or potential Conflict of Interest by marking the box above, the bidder must set out below details of the actual or potential Conflict of Interest:

7. Disclosure of Information

The bidder hereby agrees that any information provided in this bid, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The bidder hereby consents to the disclosure, on a confidential basis, of this bid by the University to the advisers retained by the University to advise or assist with the RFT process, including with respect to the evaluation this bid.

8. Accessibility for Ontarians with Disabilities Act 2005

The bidder agrees that all employees have been trained as required under the Act and will provide any documentation regarding training policies, practices and procedures if requested.

9. Execution of Agreement

The bidder agrees that in the event its bid is selected by the University, in whole or in part, it will finalize and execute the Agreement in the form set out in Appendix A to this RFT in accordance with the terms of this RFT.

Signature of Bidder Representative

Name of Bidder Representative

Title of Bidder Representative

Date

I have the authority to bind the bidder.

APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

- (a) Bidders should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their bids, or, if there is no table below, by completing the attached form and including it in their bids.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (c) Rates quoted by the bidder must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

The lowest stipulated sum scored at 100% will be considered for the purposes of evaluation.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each respondent will receive a percentage of the total possible points allocated to price for the particular category it has submitted a quotation for, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

3. Required Pricing Information

Refer to the Bid Form (pages 1-5) for required pricing information.

APPENDIX D – RFT PARTICULARS

A. THE DELIVERABLES – See project deliverables attached herein.

This project involves the replacement of curtain walls, windows and exterior doors in the historic Ron Thom designed Champlain College Residence West Quad Building on Trent University's main campus in Peterborough.

B. MATERIAL DISCLOSURES - See project material disclosures attached herein.

C. MANDATORY SUBMISSION REQUIREMENTS

Other than inserting the information requested on the mandatory submission forms set out in the RFT, a bidder should not make any changes to any of the forms.

1. Submission Form (Appendix B)

Each bid must include a Submission Form (Appendix B) completed and signed by an authorized representative of the bidder.

2. Pricing (Appendix C)

Each bid must include pricing information that complies with the instructions contained in Pricing (Appendix C).

3. Other Mandatory Submission Requirements

BONDING REQUIREMENTS - At the time of tender closing, bidders shall submit the following:

1. A Bid Bond in the amount of 10% of the Bidder's Stipulated Price, payable to Trent University, and issued by an insurer licensed under the Insurance Act to write surety and/or fidelity insurance in Ontario. This amount shall be forfeited to the Owner if the Bidder fails to execute and deliver the Contract Documents in accordance with the Bid, within 10 days of written notification of the award of the Contract to the said Bidder.

NOTE: To accommodate the electronic submission, bidders are required to provide proof of bid bond by uploading a copy of their valid bid bond to the Bonfire Portal. Original bid bonds are to be held by the bidder and made available to the University upon request. Failure to provide the original bid bond within 24 hours of request will be reason for disqualification of the bid.

2. Agreement to Bond letter from an acceptable Canadian Surety company for:

1. **Performance Bond: 50% of tender amount**
2. **Labour and Material Payment Bond: 50% of tender amount**

3. The cost of the Bonds shall be included in the Bid price.

4. Failure to submit the required documents with the Bid will be reason for disqualification of the Bid.

5. Electronic bid bonds need to be submitted in a verifiable format. Electronic bid bonds that are missing the digital links necessary to authenticate their validity do not meet the legal standards needed to ensure the compliance of a bid.

D. MANDATORY TECHNICAL REQUIREMENTS – N/A

E. PRE-CONDITIONS OF AWARD

Proof of Insurance:

The Bidder hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain including, but not limited to, the following:

-Commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than **\$10,000,000** per occurrence and including products and completed operations liability.

-Trent and the consultant shall be named as additional insured without right of subrogation in all policies of insurance.

Workplace Safety and Insurance:

The Bidder warrants and agrees that it has complied and will comply with all applicable workplace safety and insurance laws and regulations and, if applicable will provide proof of valid coverage by means of a current clearance certificate to Trent upon request.

In the resulting contract requires the Bidder to handle personal information the successful Bidder may be required to sign a Privacy Protection Schedule.

Payment

Contractors to submit “proper invoice” to Trent electronically at accountspayable@trentu.ca and the Consultant at: tworkowski@nexicom.net to support the New Construction Act Prompt Payment Process.

APPENDIX E – DRAWINGS & SPECIFICATIONS

- Champlain Windows West Quad Drawing
- Champlain College Window Specification