



Request for Proposal RFP #18-484
Design Build Contractor Services
Trades & Technology Centre - Building 1041
Chilliwack Campus, BC

ISSUE DATE: April 26, 2018

ISSUED BY: University of the Fraser Valley

**CONTACT PERSON:
FOR ALL INQUIRIES** Ramona Franzen, Manager, Purchasing
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**Information Session:
(MANDATORY)** **UFV Trades & Technology Centre**
5579 Tyson Road
Chilliwack, BC

Time: Thursday, May 10, 2018 (10:00AM)

CLOSING DATE: Thursday, May 24, 2018 1400 Hours 2:00PM

**Submissions will be accepted by email, hardcopy, or courier to the attention of the
Manager, Purchasing Division at the address location above.**

TABLE OF CONTENTS

1.	Background	2
1.1	Purpose	2
1.2	Definitions	2
1.3	Project Description	3
1.4	Method of Procurement	3
1.5	Current Status	4
1.6	Project Budget	4
1.7	Project Schedule	4
1.8	Design Build Contractor Scope of Services	5
1.9	Design Build Contract Risk Allocation	5
2.	Roles and Responsibilities	6
2.1	University of the Fraser Valley	6
2.2	Project Team	6
2.3	Owner's Technical Consultant Team	6
2.4	Design Build Contractor	6
2.5	Owner Engaged Consultants and Contractors	6
3.	Request For Proposals Terms And Conditions	7
3.1	Eligibility	7
3.2	Contract	7
3.3	Schedule	7
3.4	Conflict of Interest	7
3.5	Not a Tender Call	8
3.6	No Obligation to Proceed	8
3.7	UFV's Decision-Making Power	8
3.8	Withdrawal	8
3.9	Proposals	9
3.10	Proponents' Expenses	9
3.11	Limitation of Damages	9
3.12	Laws of British Columbia	9
3.13	Liability for Errors	9
3.14	No Collusion	10
3.15	Sub-Contracting	10
3.16	Confidentiality	10
3.17	Contractor's Representatives	10

3.18	Ownership of Submissions	10
3.19	Freedom of Information and Protection of Privacy Act.....	10
3.20	Insurance.....	11
3.21	Geotechnical, Seismic and Hazardous Materials Risk.....	11
4.	Proposal Submission	11
4.1	Issuing Office.....	12
4.2	Closing Date and Time.....	12
4.3	Submission Requirements	12
4.4	Inquiries and Changes	13
4.5	Revisions.....	15
4.6	Selection Process.....	15
4.7	Clarification of Proposals	16
4.8	Evaluation of Proposal.....	16

LIST OF APPENDICES

Appendix A – Cover Sheet

Appendix B – Financial Proposal

Appendix C – Form of Contract

Appendix D – Owner’s Statement of Requirements

1. BACKGROUND

1.1 Purpose

The University of the Fraser Valley (UFV) is seeking a qualified Design Build Contractor team with the necessary expertise, capacity and resources. Proponents are invited to submit a technical and financial Proposal for the design, construction, and commissioning of the Trades and Technology Centre ("TTC" or the "Project"). Proposals in response to this Request for Proposal (RFP) will be evaluated by an evaluation committee selected by UFV.

UFV has formulated the terms and procedures set out in this RFP to ensure they receive proposals through an open, competitive process, and to ensure that the Proponents receive fair and equitable treatment in the solicitation, receipt and evaluation of their proposals.

1.2 Definitions

The following terms will apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the following terms:

- a) "Contract" means a written contract executed by UFV and the Design Build Contractor as a result of this RFP.
- b) "Contract Documents" means the Contract and its related documents including the Proposal, accepted progress drawings, changes, etc. as defined in the Contract.
- c) "Contractor" or "Design Build Contractor" or "DBC" means Proponent who enters into a Contract with UFV;
- d) "OSR" or "Owner's Statement of Requirements" is the document outlining the Owner's project requirements requested through this RFP.
- e) "FF&E" means furniture, fixtures, and equipment.
- f) "must" or "mandatory" means a requirement that must be met in order for a DBC Proponent's Proposal to receive consideration.
- g) "Owner's Advisor" means any Consultant retained by the Owner to provide input and expertise directly to the Owner and may include (but is not limited to) the Project Manager, the Owner's Technical Consultant, the Quantity Surveyor, Legal advisor, etc.
- h) "Preferred Proponent" means the proponent selected through the RFP process to enter into negotiations with UFV to secure a Contract.
- i) "Project Director" means the representative of UFV authorized to make contractual decisions on its behalf.
- j) "Proponent" means a Design Build Contractor that submits, or intends to submit, a Proposal in response to the Design Build Contractor Request for Proposals.
- k) "DBC" means the Design Build Contractor.
- l) "RFP" means the Design Build Contractor Request for Proposals issued by UFV to Proponents for the Project.
- m) "Should" or "desirable" means a requirement having a significant degree of importance to the objectives of this RFP.
- n) "Owner" or "UFV" means the University of the Fraser Valley.

- o) "TTC" or "Project" or means the Trades and Technology Centre.

1.3 Project Description

The UFV Trades and Technology Centre (TTC), Chilliwack Campus, is poised to expand to include the 25,000 square-foot Heavy Duty Mechanical and Farm Technology Centre (Building 1041). The building is located directly behind the current TTC on 5579 Tyson Road (south of the current TTC). UFV is currently leasing the building from the Department of National Defence (DND) and is in the process of acquiring the building from the Federal Government. The acquisition date for this building is yet to be determined, until then, UFV will continue to lease the building.

Although newly renovated, Building 1041 requires tenant improvements and upgrades before it can be incorporated into UFV's campus infrastructure and support academic programming beginning September 2018.

1.4 Method of Procurement

UFV is implementing the Project by means of a Design Build procurement methodology.

The Design Build Contractor procurement is described in detail in Section 3 - Design Build Contractor Procurement. In summary, this procurement is into two (2) phases:

Phase 1 – RFP

The RFP phase incorporates three (3) sub-phases:

Phase 1A – Proposal Development: The Proponents develop their Proposals based on their interpretation of the Owner's Statement of Requirements (Appendix D), and as clarified through one (1) mandatory site visit.

Phase 1B - One (1) Commercial-in-Confidence (CIC) session with the Owner's Technical Consultant and Owner's Project Team. This CIC session is optional and Proponents are not required to attend.

Throughout the Request for Proposals, Proponents may submit written inquiries to ensure clarity of their understanding of the requirements. **UFV may respond to the inquiries through an addendum issued via their Project Manager to all Proponents.** UFV will not identify who submitted the inquiry.

In consultation with the Proponents, UFV or UFV's designated Project Manager will develop a schedule for Commercial-In-Confidence (CIC) meetings with the Proponents. UFV expects to hold one (1) CIC meeting estimated to take place on **May 15, 2018**. Primary members of the owner's Project Team; Project Manager, Project Director and the Owner's Technical Consultant lead, will be in attendance. Attendance by the Proponent's key personal is expected.

UFV's intention with the CIC meeting is to support Proponents in preparing their Proposals to promote partnering and team building from the onset. Proponents will be provided an opportunity to clarify their understanding of the Owner's Statement of Requirements and assist with resolving potential conflicts or incorrect statements. Attendance at the CIC meeting is optional; however UFV encourages Proponent participation as the first step in the partnering process.

UFV may issue an addendum prior to the CIC meeting outlining the schedule and goals/objectives of the meetings as appropriate based on consultation with the Proponents. Minutes of such meetings will not be kept nor distributed, however the UFV may issue addenda following the CIC meeting based on any concerns or

issues that are either explicitly raised by Proponents in the meeting or become evident based on the discourse. Responses to questions during the CIC meeting that are not explicitly addressed via Addenda are not binding on UFV. UFV may request a Proponent submit a question in writing in support of an Addendum, however the onus is on Proponents to ensure they obtain written clarifications.

The CIC meeting will generally address additional items at the Proponent's discretion including clarifications, innovations, or value added items. Any questions or propositions made at the CIC meetings will be kept in confidence and will not be circulated to other Proponents.

Phase 1C – Evaluation Charrette

UFV will form an evaluation steering committee of 5 to 7 UFV members who will evaluate the received proposals. The steering committee may invite Proponents for an interview and/or provide a presentation. Further evaluations may be conducted prior to selecting the Preferred Proponent.

Phase 2 - Award

Upon completion of the RFP phase, UFV will enter into a DB Contract; CCDC 14 -2013 as modified with the attached Supplementary Conditions, Owner's SOR and any additional negotiated items.

1.5 Current Status

UFV is currently leasing the building from DND and is in the process of acquiring the building from the Federal Government. The acquisition date for this building is yet to be determined, until then UFV, will continue to lease the building. Construction can commence once the building is acquired by UFV.

1.6 Project Budget

The proposed budget for the Design Build Contractor's contract will be \$500,000, including the Design Build Contractor's overhead, profit, insurance, general requirements, design fees, construction and commissioning costs.

1.7 Project Schedule

The Project will be delivered based on the following anticipated schedule:

Milestone	Date
Mandatory Information Session	May 10, 2018
CIC Meetings (Optional)	May 15, 2018
Deadline for Questions	May 17, 2018
Design Build RFP Close	May 24, 2018 (2:00PM PST)
Contract Award and Kick-Off	May 31, 2018 (anticipated)
Substantial Completion	August 17, 2018
Final Completion	August 31, 2018

1.8 Design Build Contractor Scope of Services

The DBC will be required to perform and be responsible for the services and duties described in the Owner's Statement of Requirements and generally summarized below:

- Design and Construct a facility to meet or exceed the Owner's Statement of Requirements.
- Construct new utility connections as identified in the Owner's Statement of Requirements.
- Obtain all required permits from authorities having jurisdiction.
- Complete full building commissioning to ensure compliance.
- Coordinate FF&E requirements including design coordination for all FF&E; supply and installation of Design Build Contractor supplied items; and coordination and installation of Owner supplied items.
- Complete the project within the schedule and the fixed price established by the Design Build Contract.
- Provide insurance and bonding in sufficient amounts for the size and scope of the project as required by UFV.

1.9 Design Build Contract Risk Allocation

The following table summarizes the allocation of Project Risk between UFV and the Design Build Contractor:

Risks / Ownership	UFV	Contractor
Site and Land		
▪ Availability of the site for construction	✓	
▪ Environmental contamination of site risk (before construction)	✓	
▪ Site geotechnical conditions (for elevator installation only)		✓
▪ Demolition, site clearing and diversion/ relocation of all utilities		✓
▪ Obtaining marshalling and lay-down areas		✓
Project Design		
▪ Sufficiency and interpretation of supplied data		✓
▪ Geotechnical investigation (for elevator installation only)		✓
▪ Detailed Design		✓
▪ Design error		✓
▪ Compliance with all applicable laws, codes and regulations		✓
▪ Utilities and associated conflicts		✓
▪ Changed conditions		✓
▪ Patent infringement		✓
Project Administration & Close-out		
▪ Construction permits		✓
▪ Insurance/Surety		✓
▪ Quality Management / Quality Assurance / Safety		✓
▪ Public communications	✓	
▪ Ability to achieve Project parameters		✓

Risks / Ownership	UFV	Contractor
<ul style="list-style-type: none"> ▪ BC Building Code, Letters of Assurance from design consultants and coordinating professionals 		✓
Site / Construction		
<ul style="list-style-type: none"> ▪ Environmental contamination of site during construction ▪ Procurement and construction ▪ Construction Inspections / Quality control / Safety ▪ Workers' Compensation Board issues ▪ Building and Building Systems Commissioning & Operator Training 		<ul style="list-style-type: none"> ✓ ✓ ✓ ✓ ✓

2. ROLES AND RESPONSIBILITIES

2.1 University of the Fraser Valley

As Owner, UFV is responsible for delivery of the Project. The completed Project will be owned, operated, and maintained by UFV.

2.2 Project Team

For the purpose of this RFP and subsequent Contract, the Owner is represented by UFV's Project Director and its Project Manager, Colliers Project Leaders. UFV has appointed additional staff representatives who, along with the UFV's Project Director and Project Manager, comprise the Project Team (PT).

2.3 Owner's Project Manager

The Owner's Project Manager (Colliers Project Leaders) is responsible for developing the Owner's Statement of Requirements for the Project. Colliers Project Leaders, through team meetings, has collected and incorporated stakeholder feedback on the indicative design and performance specifications, and will act as the Owner's technical advisor for the RFP and subsequent Contract.

2.4 Design Build Contractor

The Design Build Contractor (DBC) is responsible for the design and construction of the facility within the agreed upon construction budget, agreed timeline and to the level of quality specified in the Contract Documents. The DBC is responsible for ensuring the building performs as designed and as defined in the Contract Documents.

2.5 Owner Engaged Consultants and Contractors

UFV may directly engage third-party specialist consultants/contractors, testing/inspection agencies, etc. who will provide expertise or services to the Project, such as materials testing, structural steel inspections, move services, etc.

UFV will advise the Design Build Contractor of any Owner Engaged Consultants and Contractors and the Design Build Contractor shall reasonably accommodate coordination and site access.

3. REQUEST FOR PROPOSALS TERMS AND CONDITIONS

3.1 Eligibility

Proposals will not be evaluated if the Proponent's current, past corporate or other interests may, in UFV's opinion, give rise to a conflict of interest in connection with this project.

Joint Venture, consortium or partnership Proposals (i.e. submissions from Proponents comprised of more than one firm or member) are permitted however, only one of the Proponent team members must be designated as the lead who, if successful, will enter into a single contract with UFV and all members of the joint venture, consortium or partnership will be jointly and severally responsible for performing the obligations of the Proponent.

3.2 Contract

UFV's form of Contract is the CCDC 14 2013 as modified by the attached Supplementary Conditions in Appendix C to this RFP.

By submission of a Proposal, all terms and conditions of this RFP and supporting documents are assumed to be accepted by the Proponents and incorporated into the submissions. If there is a conflict in wording, the RFP shall govern unless otherwise agreed in writing by UFV.

If a Proponent requires amendments to the Contract, it should state such proposed amendments in its Proposal. The Proponent shall provide a brief consolidated listing of all proposed modifications and/or deletions to the proposed Contract. By not identifying any modifications and/or deletions, it will be deemed that every clause will be strictly adhered to. Exceptions to the RFP and Contract will be considered during evaluations. UFV reserves the right to consider any proposed exceptions during its evaluation, however; UFV is not bound to accept any exceptions. UFV may elect to include any or all proposed exceptions in subsequent negotiations with the Preferred Proponent. Significant exceptions to the proposed RFP and Contract may adversely impact the Proponent's evaluation score.

Proponents should note that UFV, in its sole discretion, will not consider exceptions to the Contract that are not submitted in writing in accordance with the above requirements.

Sub-contracts are subject to all the Terms and Conditions specified in the Contract. Any wording or indication that these services are subject to special Terms and Conditions are not binding upon UFV unless explicitly accepted by UFV.

3.3 Schedule

The Preferred Proponent will be expected to meet the Project milestones as provided herein. Time is of the essence.

3.4 Conflict of Interest

By submitting a Proposal, the Proponent warrants that, to the best of its knowledge and belief, neither it nor any of its directors or officers, or any employee with authority to bind the Proponent under the RFP, has any financial or personal relationship or affiliation with any officer or employee of UFV or their immediate families that might in any way unduly influence UFV, its officers and employees and impair the integrity of the RFP process. Should the Proponent, or any of

its directors, officers or employees with authority to bind the Proponent under the RFP become aware at any time of such conflict of interest, the Proponent must immediately advise UFV about such conflict's extent and nature.

3.5 Not a Tender Call

This RFP is not a tender call, and the submission of any response to this RFP does not create a tender process. This RFP is not an invitation for an offer to contract, and it is not an offer to contract made by UFV. For certainty, no contractual rights of obligations are created by this RFP or any response to this RFP.

By this RFP, UFV reserves to itself the absolute and unfettered discretion to invite submissions, consider and analyze submissions, or attempt to negotiate an agreement with the Preferred Proponent or any Proponent as UFV considers desirable.

Without limiting the generality of the foregoing, UFV reserves the right to:

1. Accept any proposal in whole or in part, including the lowest priced or any proposal. UFV intends to select the Proponent who best meets the needs of UFV, as determined by UFV's established criteria.
2. Waive irregularities in any proposal, in UFV's absolute discretion.
3. Reject or consider any submission whether or not it contains all information required by this RFP.
4. Require clarification where a submission is unclear prior to award.
5. Reject any or all submissions without any obligation, or any compensation or reimbursement, to any Proponent, or any other person associated with this RFP process.
6. Disqualify or reject any submission without discussion with the submitting party.
7. Reject any submission that UFV considers is not in its best interests.
8. Undertake the Project using UFV's own resources, or any other suitable arrangement to be determined in UFV's best interest.

3.6 No Obligation to Proceed

The receipt by UFV of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on UFV. There is no guarantee by UFV, its officers, employees or agents, that the process initiated by the issuance of this RFP will continue, or that this RFQ /RFP process will result in a contract with UFV.

3.7 UFV's Decision-Making Power

UFV has the power to make any decision, or to exercise any contractual right or remedy, contemplated in this RFP at its own absolute and unfettered discretion.

3.8 Withdrawal

The Proponent may amend or withdraw its proposal by submission of a clear and detailed written notice to the UFV's Purchasing Manager, Ramona Franzen, ramona.franzen@ufv.ca.

3.9 Proposals

UFV reserves the right to accept the Proposal which it deems most advantageous, and the right to reject any or all Proposals.

UFV will not be liable under any contract in connection with this Request for Proposal, or the submission of Proposals, unless and until UFV has accepted one Proposal and a written contract has been signed.

By submission of a proposal, the Proponent agrees that should its proposal be successful, the Proponent will enter into negotiations with the intent of entering into a Contract with UFV.

3.10 Proponents' Expenses

The Proponent has the sole responsibility for any costs associated with preparing and submitting its Proposal in response to this RFP and for subsequent negotiations with UFV, if any, and UFV will not be liable to any Proponent for any claims related to the Proponent's expenses.

3.11 Limitation of Damages

UFV and its representatives, agents, consultants and Advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever incurred by the Proponent in preparing and submitting a proposal, or participating in negotiations for a contract, or other activity related to or arising out of this RFP.

Except as expressly and specifically permitted in these RFP Documents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

If UFV elects to reject all proposals, or selects any proposal in its sole discretion, UFV will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

3.12 Laws of British Columbia

Any Contract resulting from this Request for Proposal will be governed in accordance with the laws of the Province of British Columbia.

3.13 Liability for Errors

While UFV has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. UFV gives no representation whatsoever as to the accuracy, completeness, or exhaustiveness of any of the information set out in this RFP, or any other background or reference information or documents prepared by third parties and made available to Proponents. Proponents will make an independent assessment of the accuracy and completeness of such information and will have no claim whatsoever against UFV or its representatives, agents, consultants and advisors, with respect to such information.

3.14 No Collusion

Proponents shall not engage in collusion of any kind; in particular, Proponents shall prepare their proposals without any knowledge of, comparison of figures with, or arrangement with any other Proponents submitting a proposal in response to this RFP.

3.15 Sub-Contracting

Proponents may not assign their Design Build Contract in whole or any part without prior written consent of UFV. The Proponent or subsequent Design Build Contractor agrees that all the terms and conditions and the Contract will be part of any Subcontract Contract. Nothing contained in this RFP or subsequent Contract Documents shall create any contractual relationship between any Subcontractor and UFV.

Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the UFV's opinion, give rise to a conflict of interest in connection with this project will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposal.

3.16 Confidentiality

In accordance with the Freedom of Information and Protection of Privacy Act, the Design Build Contractor will treat as confidential and will not, without the prior written consent of UFV, 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 DBC as a result of this RFP except insofar as such publication, release or disclosure is necessary to for the proponent to compile their response to this RFP.

3.17 Contractor's Representatives

The Services shall be performed by the Design Build Contractor and by any other employee, agent, subcontractor or representative of the Design Build Contractor (collectively, the "Contractor's Representatives").

The Contractor's Representatives shall be under the exclusive supervision of the Design Build Contractor. All responsibility and authority for hiring, training, supervision, direction, compensation, discipline, termination, and administration of the Contractor's Representatives, and any and all costs or expenses related thereto, rest exclusively with the DBC.

3.18 Ownership of Submissions

Unsuccessful submissions will not be returned. Upon submission, they become the property of UFV.

3.19 Freedom of Information and Protection of Privacy Act

UFV is subject to the British Columbia Freedom of Information and Protection of Privacy Act. Subject to Sections 12 through 22 inclusive of the Act, any reports and or documents produced for or on behalf of UFV are subject to public review under the Act.

3.20 Insurance

The Project insurance and bonding requirements are outlined in detail in the Contract and Supplemental General Conditions.

3.21 Geotechnical, Seismic and Hazardous Materials Risk

3.21.1 General

By submitting a Proposal, a Proponent is deemed to have:

1. Not relied on any information provided by, through, or on behalf of UFV during the Request for Proponents phase of this procurement
2. Investigated and satisfied itself of every condition affecting the Work, including but not limited to the Site conditions including subsurface conditions, labour supply conditions, and resources to be provided;
3. Based its investigation on its own examination, knowledge, information, and judgement, and not upon any statement, representation, or information made or given by or on behalf of UFV other than as expressly permitted by this RFP; and
4. Except as may be expressly provided otherwise, each Proponent assumes all risks regarding conditions affecting the Work, including but not limited to all risks associated with subsurface geotechnical conditions, seismic upgrade and the removal of existing hazardous materials, whether or not those conditions are revealed by any information available to or investigations undertaken by the Proponent. The past retention of specialist consultants by UFV to provide geotechnical data, and hazardous materials survey shall in no way relieve the Proponent from assuming all risks associated with subsurface geotechnical conditions and the removal of hazardous materials.

3.21.2 Proponent Advertising

Proponents shall not advertise their participation in this Project or publish any information regarding this Project, including photos, rendering, plans, etc. without the express written consent of UFV, which UFV may withhold at its sole discretion.

4. Proposal Submission

This section details the Proposal requirements at time of submission including all of the criteria against which Proposals will be evaluated. Proponents should ensure that they fully respond to all criteria in order to receive full consideration during evaluation. All Proposals received in response to this RFP will be evaluated. The Proponent judged by the Evaluation Committee to have the "best overall proposal" in accordance with the criteria identified in this RFP will be selected as the Preferred Proponent to enter into negotiations leading to a Contract with UFV for this Project.

4.1 Issuing Office

Responses MUST be submitted by pdf (maximum size 10 MB) by email to:

Ramona Franzen

Purchasing Manager

University of the Fraser Valley

33844 King Road, Abbotsford, BC, V2S 7M8

Tel: 604.851.6316

Email: ramona.franzen@ufv.ca

No hardcopies will be accepted.

4.2 Closing Date and Time

Proposals, signed by either the Proponent or an authorized representative from the Proponent's firm, must be received by the Issuing Office before 2:00 PM (1400 hours), **May 24, 2018.**

UFV will not accept submissions of any Proposals after the closing date and time. Any submissions received or submitted after the closing date and time shall be considered disqualified. Under no circumstances, regardless of weather conditions, transportation delays, technology issues or any other circumstances, will late submissions be accepted.

4.3 Submission Requirements

The only mandatory requirements as they relate to the submission of Proposals under this RFP are:

- The Proposal must be submitted prior to the deadline and at the location specified.
- Proposals must be in English.
- Proposals must include proof of the Proponent's ability to secure insurance in the form of a letter from the Proponent's Insurer evidencing the ability to provide the requisite insurance.
- Proposals must include proof of the Proponent's ability to secure the 50% Performance Bond and the 50% labour and materials bonds in the form of a letter from the Proponent's bonding agency.

Proponents shall make submission in pdf format by email only as per Section 4.1, no hard copies and fax will be accepted.

UFV accepts no responsibility for non-receipt and/or delays in receipt caused by transmission and reception problems, equipment failure, or any other similar cause.

Proposals may be withdrawn by a formal letter issued by email to the contact person, provided such withdrawal is done prior to the RFP closing date and time.

UFV may reproduce any of the Proponent's Proposal and supporting documents for internal use or for any other purpose required by law.

UFV will not be obligated in any way by any Proponent's Proposal.

This RFP or any portion thereof, is the property of UFV and may not be used or copied for any purpose other than the submission of a Proposal.

Proposals should generally be formatted for 8½" x 11" sized paper, except where larger formats can be justified. For drawings and schedules it must be formatted to 11" x 17". All pages of the submission should be numbered sequentially and cross-referenced to a table of contents.

The main part of the document should only include the information specified in the Request for Proposal. Any additional information should be included as appendices.

4.4 Inquiries and Changes

Any inquiries regarding this RFP **MUST** be emailed by the end of day on **May 17, 2018** to: ramona.franzen@ufv.ca, Subject: **Proponent Company Name- Proposal for DB Contractor Services – UFV Trades and Technology Centre.**

UFV accepts no responsibility for non-receipt and/or delays in receipt caused by late delivery due to reception problems, equipment failure, or any other similar causes.

All questions and the answers from UFV will be issued in written form and issued as an addendum. Any Addenda shall be considered as part of the Proposal Documents.

Proponents are solely responsible for ensuring that they have received, carefully read, and understood the complete RFP and for ensuring that they have received and understood all Addenda. UFV will make reasonable efforts to notify all Proponents; however, it is the responsibility of each Proponent to check for addenda, which may be issued at any time up to closing time, prior to submitting their proposal. All addenda should be acknowledged in a Proponent's submission in Appendix A - Cover Sheet. Notwithstanding whether a Proponent has acknowledged an addendum, such addenda to the RFP will be considered as incorporated into the RFP documents and the Proponent's Proposal.

It is the responsibility of each Proponent to inquire about and clarify any requirements of this RFP which are not understood.

Each Proponent shall identify one Proponent Contact Person who will be the only Proponent representative authorized to communicate directly with the Purchasing Agent.

Enquiries in the form of Requests for Information (RFI) shall be submitted by the Proponents in electronic form via email to the ramona.franzen@ufv.ca. Proponents should number the RFIs sequentially. At a minimum, a Request for Information should

- Be clear and concise.
- Include a reference to the applicable Contract, Owner's Statement of Requirements, or Report, and reference a page/section/item number as appropriate
- Include any background information that may assist in understanding the RFI.
- Include a specific, direct question.

UFV will attempt to provide answers and clarifications to all RFIs. Responses to RFIs will be via addendum to all Proponents.

Proponents may designate some RFIs as 'Commercially Confidential'. The Owner will review the RFI and the response and determine whether the response constitutes a change to the OSR or a clarification within the terms of the RFP process:

- Should responses be deemed to be of a general nature such that all Proponents would benefit from the information, the Purchasing Agent may respond via Addendum,
- Should the response be deemed a change to the OSR, the Purchasing Agent will advise the Proponent of such and that a response would need to be shared with all Proponents. The Proponent may then accept to share the response or withdraw its RFI.
- Should the response be deemed a clarification within the terms of the RFP process, the Purchasing Agent may respond to the Proponent directly.

UFV shall not be responsible for, and the Proponent shall not rely upon, any instructions or information given to any Proponent other than in writing in accordance with the requirements of the RFP.

The RFP is not to be discussed with any other UFV employee, representative, student, contractor or agent except at the direction of UFV Manager, Purchasing, Ramona Franzen. Failure to do so could result in the rejection of the Proponent's Proposal.

Proponents must satisfy themselves in all respects as to the risks and obligations to be undertaken by them.

If a Proponent discovers any inconsistency, discrepancy, ambiguity, errors, or omissions in this RFP, it must notify UFV immediately at ramona.franzen@ufv.ca.

UFV may, at any time, make and stipulate changes to this RFP.

UFV may provide additional information, clarification or modification by written addenda. All addenda shall be incorporated into and become part of the RFP. UFV shall not be bound by oral or other informal explanations or clarifications not contained in written addenda.

4.5 Revisions

Revisions to Proposals must be submitted by the same means as those listed above, no later than the Proposal Submission Deadline.

Proponents may not make modifications to their Proposal after the closing date and time except as may be allowed by UFV.

UFV accepts no responsibility for non-receipt and/or delays in receipt caused by transmission and reception problems, equipment failure, or any other similar cause.

4.6 Selection Process

It is the intent of UFV to determine the most effective design that meets the requirements and provides the best overall value to UFV. UFV may not discuss, request further information or clarifications, with selected Proponent(s) on the content of their Proposal without becoming obligated to clarify or seek further information from any or all other Proponents. However, Proponents are cautioned that any request for clarifications will not be an opportunity either to correct errors or to change their Proposals in any substantive manner as determined solely by UFV. UFV will not be limited as to its criteria for evaluation of Proposals. UFV may take into account criteria and considerations as they relate to this contract and are deemed to be of value.

These may include but are not limited to:

- Any features or advantages which are unique to the Proponent's Proposal.
- The Proponent's relevant experience, qualifications and success in providing services of the type similar to this project. Experience with other UFV and public sector organizations.
- The quality of the Proposal, specifically: Proposals shall be prepared in a straight forward manner, and shall describe the Proponent's offering(s) in a format that is reasonably consistent, comprehensible, and appropriate to the purpose.
- The Proponent's proposed work schedule.
- The contractual terms proposed by the Proponent that would govern any contractual relationship with the UFV.
- The Proponent's references and examples of previous relevant comparable work
- Evidence of good organization, management, environmental and social responsibility.

Proponents should include all requirements, and terms and conditions they may have in their proposal, and should not assume that any opportunity will exist to add such matters after the Proposal is submitted.

If UFV determines, in its sole discretion, that one Proposal is clearly more advantageous to UFV than the others under consideration, it may decide to proceed directly with that Proponent first.

UFV reserves the right, at its sole discretion, to negotiate with any Proponent as it sees fit, or with another Proponent or Proponents concurrently. UFV shall incur no liability to any other Proponent as a result of such negotiations or modifications.

Evaluation of proposals will be by an Evaluation Steering Committee established by UFV, refer to Section 1.4.

4.7 Clarification of Proposals

The Evaluation Committee may, at its discretion, request clarifications with respect to any Proposal and may make such requests to only selected Proponents. Clarifications must be by written submission, but may be supported by presentation to the Evaluation Committee at the UFV's discretion. The Evaluation Committee may consider such clarifications while evaluating a submission. No clarifications will be accepted except those issued in response to an invitation from the Evaluation Team.

4.8 Evaluation of Proposal

As described in Section 1.4, the UFV Evaluation Steering Committee will perform an evaluation as described.

UFV reserves the right to select the Proponent who's Proposal provides the best overall proposal. The best overall proposal will be the proposal that, in the Owner's sole judgement, offers the most desirable balance between price, design, quality, and functionality.

Submissions are required to follow the format, number of forms and pages as described in this section of the RFP. This format is to make the submissions comparable and hence, the evaluation of each submission consistent. Non-compliance with the specified format may result in disqualification of the Contractor's submission.

4.8.1 Proposal Format

The Proposal package should be named "*Proponent Name* - Proposal for DB Contractor for UFV Trades and Technology Centre" and should include the following:

- a) Appendix A – Cover Sheet (3 pages)
- b) Table of Contents
- c) Corporate Capability
 - Describe the Proponent's proposed organizational structure in the form of a chart, accompanied by a narrative description, outlining the relationships between all functions in the organization including reporting requirements and proposed interfaces with UFV. The organizational structure should address the following basic functions and responsibilities:
 - Project management,
 - Design (including all major design functions),
 - Construction (including all major construction functions), and
 - Quality and Risk Management.
 - a. Identify the individuals (and professional designations where applicable) who will be directly responsible for approval and sign-off on each of the above responsibilities.
 - b. In all cases the sub-contracted organizations, including construction subcontractors, should be shown and their relationships with the Proponent's organization described. The Proponent will indicate how the individual organizations listed above will interface with each other to meet the Design/Build obligations.
 - c. Provide a description of the Work to be performed by the Proponent's own resources, and Work that will be performed by sub-contractors, including a work breakdown structure

- d. Identify any changes to the organization presented in the RFQ response. This may include corporate or personnel changes.
 - e. Describe the levels of authority delegated to key personnel which enable decisive management over higher risk activities.
 - f. Illustrate how the experience of key personnel is consistent with their responsibilities and authorities for this Project.
 - g. Provide a staffing plan indicating names of all personnel as identified in the Proponent's Organizational Structure. Provide a detailed resume up to a maximum of three pages. Show their time commitment to the project in the execution of the different stages of the work.
 - h. Describe the Proponent's integrated design approach and how this is supported by the organizational chart and the staffing plan.
 - i. Describe your knowledge, skills and project expertise in Public Sector Institutions and Heavy Duty Mechanical Trade Program environments.
- d) Project Brief
- Describe the Proponent's understanding of the project requirements and the unifying theme of all of the elements. The overall concept is what holds all of the Architectural and Engineering elements of the project together. The Project Brief encompasses the generation of concepts and integration into system-level solutions, leading to the detailed design.
- e) Project Schedule
- Provide a Project Schedule depicting the entire Project, showing the major milestones in the process from design through to end of construction. The Project Schedule should be in a "critical path" method format with anticipated milestone dates within the critical path clearly indicated. The milestones should include but not be limited to the following:
 - RFP close date,
 - A one week Owner review stage,
 - Contract award date,
 - Design commencement and completion dates for each component,
 - Obtaining permits and approvals from authorities having jurisdiction,
 - Design submission, briefing and review timelines,
 - Mobilization and site occupation,
 - Anticipated construction commencement and completion dates for major tasks,
 - Above and below ground utility relocations and hook-ups,
 - Lead times for equipment manufacture and delivery;
 - Receipt of occupancy permit,
 - Anticipated Commissioning process,
 - Substantial Completion,
 - Move of Owner's equipment (if expected to overlap with any other schedule tasks),
 - Final completion date for all work, and

- Warranty start and end dates.
- a) Appendix B – Financial Proposal (1 page)

End of RFP

APPENDIX A – COVER SHEET

**UNIVERSITY OF THE FRASER VALLEY
REQUEST FOR PROPOSAL FOR DESIGN BUILD CONTRACTOR SERVICES
UFV TRADES AND TECHNOLOGY CENTRE**

This Proposal is submitted by: _____

Address: _____

Telephone: _____

E-mail Address: _____

G.S.T. Number: _____

WorkSafe BC Number: _____

Name of Authorized Representative(s): _____

(print)

Position(s) of the Representative(s) _____

(print)

Attached:

Proof of the Proponent's ability to secure insurance

Proof of the Proponent's ability to secure bonding

The University of the Fraser Valley, hereafter called "UFV":

The undersigned declare:

1. THAT we have carefully read and examined the RFP document and have conducted such other investigations as were prudent and reasonable in preparing this Proposal.
2. THAT we certify that the statements made in this Proposal are true and complete. These statements and price in our Proposal represent our response to UFV. We agree to be bound by statements and representations made in this response and to any agreement resulting from this response.
3. THAT no Person(s), Firm or Corporation other than the one whose signature(s) of whose proper officers is or are attached below has any interest in this Proposal or in the Proposal proposed to be undertaken.
4. THAT I/we have reviewed this RFP, including its schedules and appendices and any addenda hereto, and that save as set out therein, there are no agreements or understandings between UFV and the Proponent, nor has UFV made any representations or warranties to the Proponent, save as expressly set out herein and therein.
5. THAT I/WE offer and agree to supply to UFV services as contemplated in this RFP and the terms of the Proposal submitted by the Proponent.
6. THAT identified key personnel shall only be replaced with written approval of UFV.
7. THAT the prices(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, Proponent, or potential Proponent.
8. THAT the submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or non-competitive bid.
9. THAT none of our affiliates, subsidiaries, officers, directors and employees are currently under investigation by any government agency involving conspiracy or collusion with respect to bidding on any public contract.
10. THAT none of our officers, directors or any person employed by or associated with our company in the performance of services or otherwise, is an employee of, or has an employment relationship of any kind with UFV or is in any way entitled to terms or conditions of employment or employment benefits of any kind whatsoever from UFV under any collective agreement or otherwise including but not limited to private programs or coverages and statutory programs and coverages, whether under the Employment Standards Act of British Columbia (as amended from time to time), the Workers Compensation Act of British Columbia (as amended from time to time), the Employment Insurance Act of Canada (as amended from time to time), health plan contributions, or otherwise. We understand that UFV will investigate any disclosure under this section and determine whether the conflict is material. The determination of materiality will be determined by UFV or designate.
11. THAT the several matters stated in the said Proposal are in all respects true accurate and complete.
12. THAT UFV may accept this Proposal to the extent such terms are specifically accepted by UFV.
13. THAT I/we agree to save UFV, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of

the work of the Contract based on this Proposal of which the Proponent is not the patentee, assignee, or licensee.

- 14. THAT we understand and acknowledge that this certification is material and important, and will be relied on by UFV in awarding the contract(s) for which this document is submitted. We understand that any misstatement in this certification is and shall be treated as fraudulent concealment from UFV of the true facts relating to the submission of this Proposal for this contract.
- 15. THAT Addenda No ___to ___ inclusive relate to the said Proposal.

OR

The undersigned cannot certify the statements listed above for the following reasons:

The undersigned affirms that he/she is duly authorized to execute this Proposal.

Authorized Representative's Signature: _____

Witness Name/Position _____

Witness Signature: _____

Dated at (Town, Province) _____

This _____ day of _____ 20_____

END OF APPENDIX A - COVER SHEET

APPENDIX B – FINANCIAL PROPOSAL

**UNIVERSITY OF THE FRASER VALLEY
REQUEST FOR PROPOSAL FOR DESIGN BUILD CONTRACTOR SERVICES
UFV TRADES AND TECHNOLOGY CENTRE**

Name of Proponent: _____

Stipulated Price for Design Build Construction Services

We propose to deliver all of the Design Build Construction Services for a Contract Value of

_____ Dollars (_____ \$
_____)

in Canadian dollars and exclusive of G.S.T.

This stipulated price is inclusive of all the requirements in the Request for Proposal document and as described in the Contract, including the Design Build Contractor’s overhead and profit, design fees, construction costs, cash allowances, and other costs as per the requirements of the Contract.

Authorized Representative Name and Title:

Company

Authorized Representative Signature:

Date

Witness Name and Title

Company

Witness Signature:

Date

END OF APPENDIX B - FINANCIAL PROPOSAL

APPENDIX C – Form of Contract

1. CCDC-14, 2013 Design Build Stipulated Price Contract (Not provided, available through CCDC website)
2. Supplemental Conditions to the CCDC-14, 2013 Design Build Stipulated Price Contract. ***(draft pdf attached)***

Appendix D – Owner's Statement of Requirements

5. BACKGROUND

The UFV Trades and Technology Centre (TTC), Chilliwack Campus, is poised to expand to include the 25,000 square-foot Heavy Duty Mechanical and Farm Technology Centre (Building 1041). The building is located directly behind the current TTC on Tyson Road (south of the current TTC). UFV is currently leasing the building from DND and is in the process of acquiring the building from the Federal Government. The acquisition date for this building is yet to be determined, until then, UFV will continue to lease the building.

Although newly renovated, Building 1041 requires tenant improvements and upgrades before it can be incorporated into UFV's campus infrastructure and support academic programming beginning September 2018.

6. PROJECT REQUIREMENTS

All items listed below to include supply and install unless noted otherwise.

6.1.1 Tool Room/Shipping and Receiving

- Raise electrical outlets to counter height
- Rollup shutter and entry door on south wall
- Rollup shutter on west wall
- Install data and electrical outlets in south-west corner

6.1.2 Main Shop Area

- One (1) eyewash station on north wall
- Install Owner's supplied sink on north wall
- Exhaust extraction system (Owner's supplied and installed)
- Air compressor system (Owner's supplied and installed)
- Overhead crane (Owner's supplied and installed)

6.1.3 Service Pedestals

- Fourteen (14) service pedestals, on each pedestal, include:
 - One (1) 120 VAC quad electrical receptacle on split circuits
 - One (1) 230 VAC 30A single phase duplex receptacle
 - 6" exhaust connection (Owner supplied)
 - Compressed air manifold (Owner supplied)
 - Hose bib

6.1.4 Men's Washroom

- Remove three (3) existing sinks and install Owner's supplied sink
- Remove four showers

6.1.5 Women's Washroom

- 12 lockers

6.1.6 Oil Storage Room

- Provide ventilation and code requirements for designated room

6.1.7 Instructor Offices

- Four (4) instructor offices
- Lighting controls to suit new layout
- Relocate outlets and thermostats to suit new layout
- Re-activate data outlets

6.1.8 Resource Room

- Six (6) workstations
- Re-activate data outlets

6.1.9 Lunchroom

- Tables and chair for fifty-two (52) students

6.1.10 Classroom 1

- Additional entry door at north-east corner
- Two (2) projector screens
- One (1) projector
- Student tables and seating for thirty-six (36) students, each seat to include:
 - Duplex electrical outlet with USB
- Revised lighting controls and/or lights for adjustment

6.1.11 Classroom 2

- One (1) projector screen
- One (1) projector
- Student tables and seating for sixteen (16) students, each seat to include:
 - Duplex electrical outlet with USB
- Revised lighting controls and/or lights for adjustment

6.1.12 Classroom 3

- Re-activate data outlets
- Two (2) projector screens
- Two (2) projectors

6.1.13 Classroom 4

- Relocate entry door and wall partition towards the east side of room

6.1.14 Remote Welding Hut

- Three (3) 230V, 30A circuits
- Interior lighting

6.1.15 Service

- Wi-Fi coverage for entire building
- IT service connection from UFV TTC building to Building 1041
- Elevator/lift for north mezzanine with capacity of 1,500 lbs.

- Electrical outlets
 - 230V, 3PH, 30A (drill press)
 - 220V, 3PH, 15A (lathe)
 - 220V, 1PH, 20A (milling machine)
 - 230V, 1PH, 50A (parts washer)
 - 240V, 1PH, 30A (pressure washer)
 - 230V, 1PH, 30A (oven)
 - Two (2) 230V, 1PH, 30A (welders)
 - Two (2) 120V, 20A (battery chargers)
 - Two (2) 120V, 20A (battery chargers)
 - 230V, 3PH, 30A (rotary wheel lift hoist)
 - 230V, 1PH, 40A (bendpak hoist)

7. PROJECT BUDGET

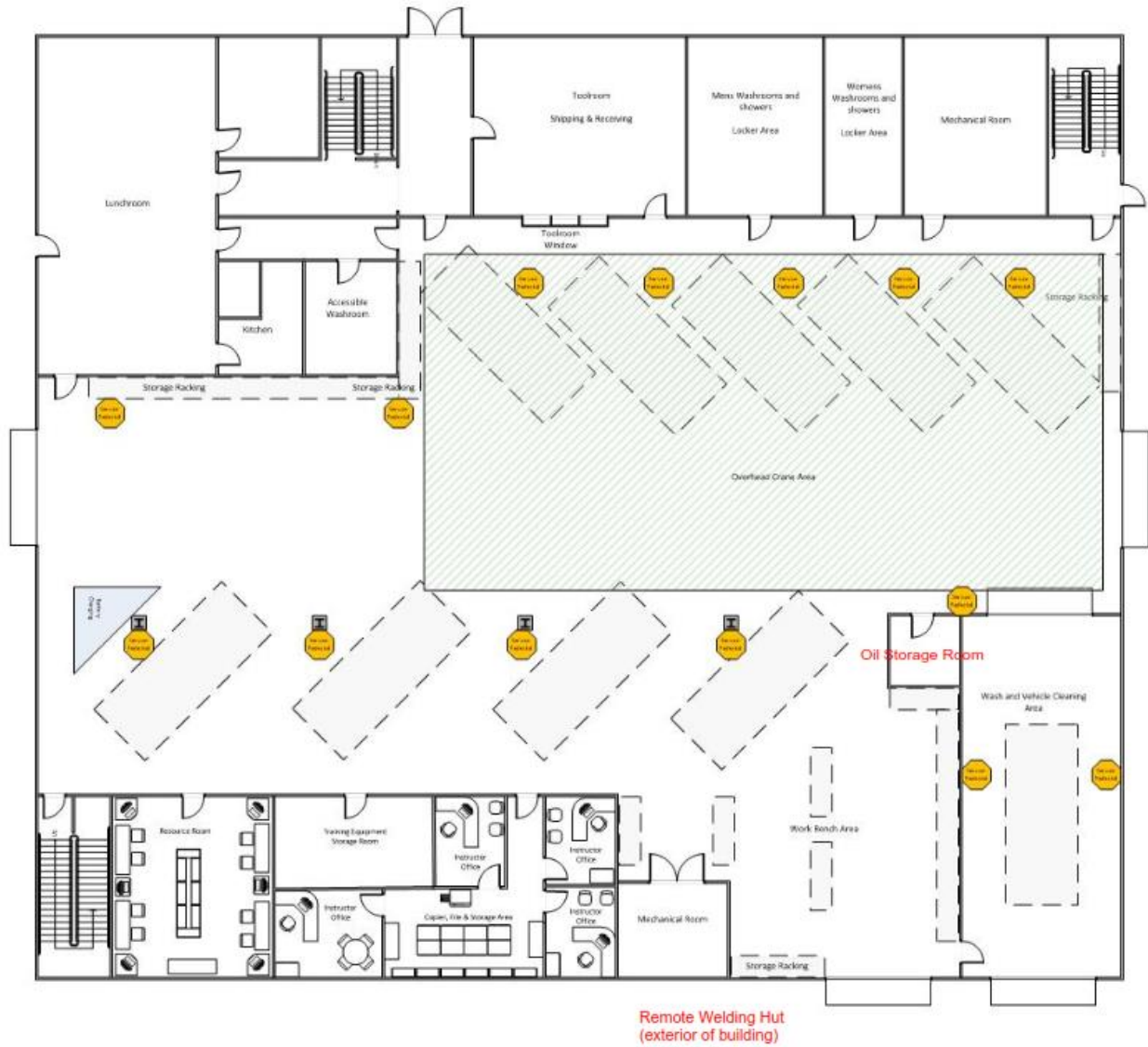
The proposed budget for the Design Build Contractor’s contract will be \$500,000, including the Design Build Contractor’s overhead, profit, insurance, general requirements, design fees, construction and commissioning costs.

8. PROJECT SCHEDULE

The Project will be delivered based on the following anticipated schedule:

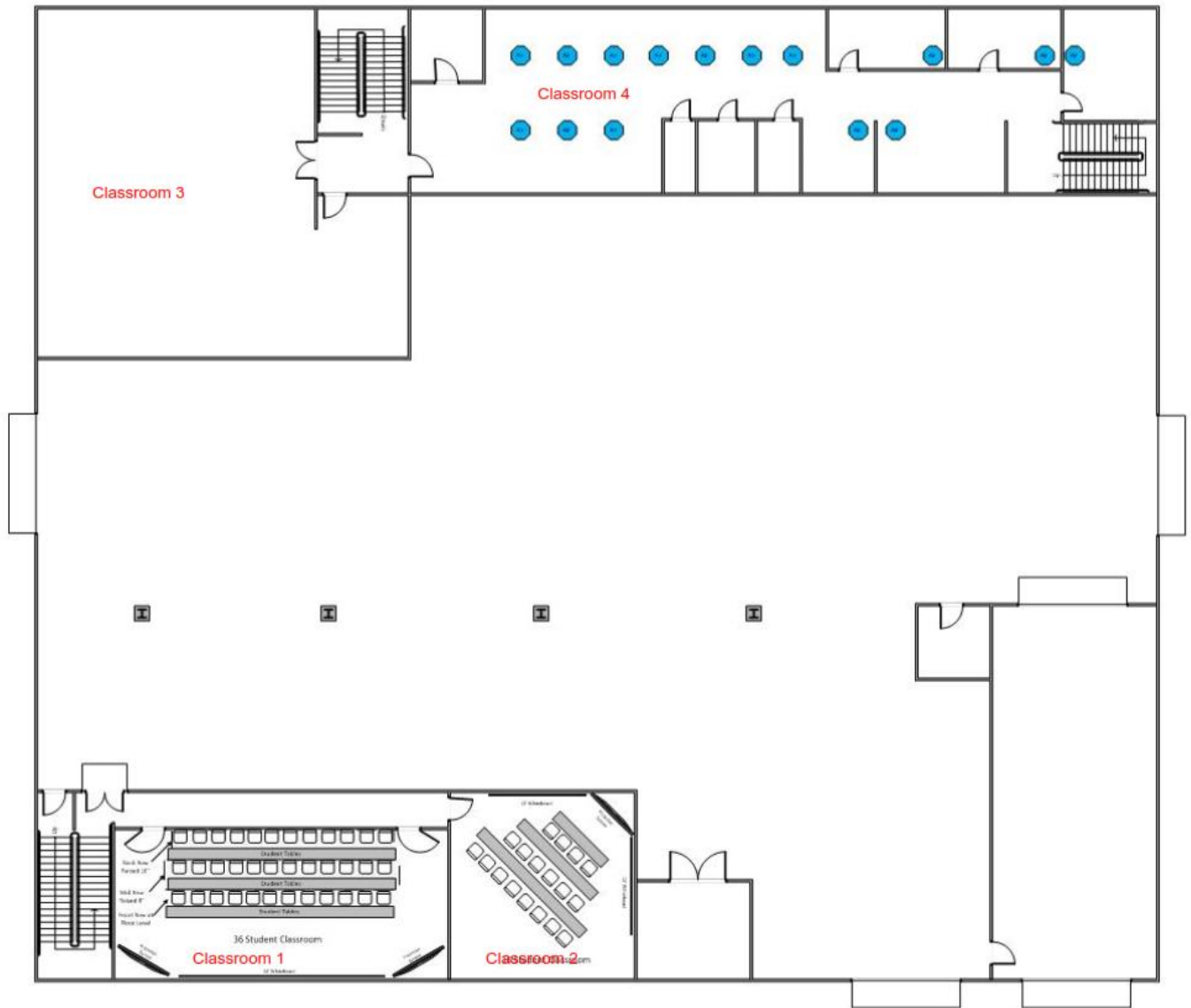
Milestone	Date
Substantial Completion	August 17, 2018
Final Completion	August 31, 2018

APPENDIX D1 – GROUND LEVEL PROPOSED FLOOR PLAN



END OF APPENDIX D1

APPENDIX D2 – MEZZANINE LEVEL PROPOSED FLOOR PLAN



END OF APPENDIX D2