



OFFICE OF THE CHIEF INFORMATION OFFICE

OPEN CALL FOR BIDS

FOR

RED HAT SUBSCRIPTION

Request for Open Call Number: **TCC-031-24**

Issued: **July 8, 2024**

Submission Deadline: **Thursday, August 1, 2024**
@ 10:00 AM NDT

REQUEST FOR OPEN CALL FOR BIDS INFORMATION SHEET

Request for Open Call			
Title:	RED HAT SUBSCRIPTION		
Open Call #:	TCC-031-24	Issue Date:	July 8, 2024
Questions Deadline:	72 hours prior to close time	Closing Date & Time:	Thursday, August 1, 2024 @ 10:00 AM NDT
		Bid Submission Format:	opencalls@mun.ca
		Opening Date, Time & Location:	Thursday, August 1, 2024 @ 10:30 AM NDT Via Conference line: 1-416-915-6530 (toll free) Access Code: 2774 479 3646 Attendee ID: Please press Pound (#)
Bids Irrevocable Period after Submission Deadline:			90 days
<p>Bid Submission: Responses to this solicitation must be submitted by email to opencalls@mun.ca Email subject line must read: <u>BID SUBMISSION: TCC-031-24 RED HAT SUBSCRIPTION.</u></p>			
Inquiries and Communication:			
<p>Inquiries and communication: Financial and Administrative Services, Strategic Procurement Office, Memorial University of Newfoundland, opencalls@mun.ca. Inquiries accepted only via email. No phone calls will be accepted. <u>Please reference TCC-031-24 RED HAT SUBSCRIPTION</u> in subject line. Emails not containing this requirement information in the subject line will NOT be responded to.</p> <p><u><i>Bids submitted by fax, mail, courier, drop off or by any other means of delivery other than by email stated above shall not be accepted.</i></u></p>			

ABOUT MEMORIAL UNIVERSITY

As Newfoundland and Labrador's only university, Memorial has a special obligation to the people of this province. Established as a memorial to the Newfoundlanders who lost their lives on active service during the First and Second World Wars, Memorial University draws inspiration from these shattering sacrifices of the past as we help to build a better future for our province, our country and our world.

We are a multi-campus, multi-disciplinary, public university committed to excellence in teaching and learning, research and scholarship, and to public engagement and service. We strive to have national and global impact, while fulfilling our social mandate to provide access to university education for the people of the province and to contribute to the social, cultural, scientific and economic development of Newfoundland and Labrador and beyond.

The Memorial experience goes beyond academics; it invites a discovery of self, community and place. At Memorial, we celebrate our unique identity through the stories of our people – the work of scholars and educators, the ingenuity of students, the achievements of alumni – and the impact we collectively make in the province, the country and the world. Memorial is the natural place where people and ideas become.

Memorial University has more than 18,500 students and 3,600 faculty and staff spread across four campuses and nearly 100,000 alumni active throughout the world. From local endeavors to research projects of national importance, Memorial's impact is felt far and wide.

Mission, Vision and Values

Vision

Memorial University will be one of the most distinguished public universities in Canada and beyond and will fulfill its special obligation to the people of Newfoundland and Labrador.

Mission

Memorial University is an inclusive community dedicated to innovation and excellence in teaching and learning, research, scholarship, creative activity, service and public engagement. Memorial welcomes and supports students and scholars from all over the world and contributes knowledge and expertise locally, nationally and internationally.

Values

Excellence: Encouraging and promoting excellence through innovation and creativity, rigor and pragmatism.

Integrity: Being honest and ethical in all interactions, maintaining the highest ethical standards in teaching, research, public engagement and service.

Collegiality: Engaging others with respect, openness and trust in pursuit of a common purpose, having regard for individuals, ideals and the institution as a whole.

Inclusiveness and diversity: Embracing and acting on responsibility to guarantee diversity and equity.

Responsiveness: Being receptive to individuals and communities.

Accountability: Accepting responsibility for achievement of common goals and objectives.

Freedom and Discovery: Supporting the freedom to pursue knowledge that is based on individual and collective intelligence, curiosity, ingenuity and creativity.

Recognition: Acknowledging, tangibly, all aspects of university enterprise including teaching and learning, research, scholarship, creative activity and public engagement.

Responsibility to place: Valuing and fulfilling the special obligation to the people of Newfoundland and Labrador by supporting and building capacity for excellence that:

- addresses needs and opportunities for Newfoundland and Labrador,
- engages the university community on matters of national and international significance,
- produces and delivers academic programs of national and international calibre, and,
- Recognizes the dynamic opportunities presented by a multi-campus institution.

Responsibility to learners: Recognizing students as a first priority and providing the environment and support to ensure their academic and personal success.

Interdisciplinary collaboration: Supporting overarching themes in all pursuits that cut across academic units and address significant opportunities and challenges for which Memorial is particularly well positioned to build nationally and internationally recognized capacity.

Sustainability: Acting in a manner that is environmentally, economically and socially sustainable in administration, academic and research programs.

Memorial's exceptional staff and students contribute to the vitality and positive environment of the university through active community engagement. Memorial University has always been a publicly engaged institution. Since the founding of the University in 1949, the work of many of Memorial's students, faculty and staff has emphasized the importance of strong, sustained partnerships with members of the public of Newfoundland and Labrador and beyond.

Faculty and Staff

Memorial is one of the largest employers in the province, with approximately 3,600 faculty and staff. Memorial has been recognized as an Employer of Distinction by the Newfoundland and Labrador Employers' Council, which is reflective of its investment in comprehensive benefits, services such as childcare and recreation facilities, emphasis on work-life balance, and its vibrant work environment.

Governance and Administration

The management, administration and control of the property, revenue, business and affairs of the University are vested in a Board of Regents. The Board is appointed under the *Memorial University Act* and is responsible for the management, administration, and control of the property, revenue,

business and affairs of the university. Matters of an academic character are in general charge of the Senate of the University.

For more information on Memorial University of Newfoundland, please visit: Memorial home

page: <http://www.mun.ca/>

Territory Acknowledgements at Memorial:

We acknowledge that the lands on which Memorial University's Campus are situated are in the traditional territories of diverse Indigenous groups and we acknowledge with respect the diverse histories and cultures of the Beothuk, *Mi'kmaq*, *Innu*, and *Inuit of this province*.

PART 1 – SUBMISSION INSTRUCTIONS

1.1 Bids to be Submitted on Time

Bids must be submitted as set out above on or before the Submission Deadline. Bids submitted after the Submission Deadline will be rejected. Onus and responsibility rest solely with the bidder to submit its bid to the email indicated in the Open Call for Bids on or before the Submission Deadline. The Owner does not accept any responsibility for any bids submitted by means other than the email listed above. Bidders making submissions near the deadline do so at their own risk due server availability. The time for the closing will be determined according to the inbox, time stamp on opencalls@mun.ca . Bids received after the closing time based on this time stamp, will NOT be considered.

1.2 Bids to be Submitted in Prescribed Format

Bidders should submit **one (1)** email submission in PDF format. **Please note: File size cannot exceed 15 MB. Otherwise server may reject bid submission due to size. *Bids submitted by fax, mail, courier, drop off or by any other means of delivery other than by email stated above shall not be accepted.***

1.3 Amendment of Bids

Bidders may amend their bids after they have been submitted if, and only if, the amendment is emailed prior to the Submission Deadline marked BID SUBMISSION AMENDMENT followed by open call number and name. Bid revisions, changes and alterations may be made only by completing a new bid. Previous submissions will be cancelled and the submission with the most recent date and time will be considered the final bid.

Email inquiries and requests for clarification shall be accepted up to **72 hours** prior to the closing time. Inquiries and requests for clarification received after this date shall not be addressed. The Strategic Procurement Office will be the only official source of information regarding this Open Call for Bids and information from any other source shall be considered unofficial and may not be correct.

To ensure consistency and quality in the information provided to bidders the Owner shall provide, by way of amendment to this Open Call for Bids, in the form of an addendum, any relevant information with respect to the Open Call inquiries received in writing without revealing the source of those inquiries. Bidders are cautioned that it is their responsibility to ensure that they receive all information relevant to this Open Call. The Owner shall not be responsible for bidders who fail to inform themselves regarding the scope and nature of the work. The Owner shall publish all amendments on Memorial University's current service providers: MERX: www.merx.com, BIDS: www.bids.ca and PODS: www.pods.net . In addition, all amendments will be published on https://www.mun.ca/finance/strategic_procurement/ . Bidders should check on a regular basis for Open Call updates. Bidders are solely responsible for ensuring they are aware of and have complied with all amendments by tender closing time. In the event there is a discrepancy between the service providers MERX, Bids, and PODS and the https://www.mun.ca/finance/strategic_procurement/ website the https://www.mun.ca/finance/strategic_procurement/ is the official website. Bidders are welcome to register their email address through opencalls@mun.ca to receive addendum notifications from Open Calls as a matter of courtesy. This does not relieve any Bidder of their responsibility to ensure all addenda has been received.

1.4 Withdrawal of Bids

Bidders may withdraw their bids prior to the Submission Deadline. To withdraw a bid, a notice of withdrawal must be sent to the opencalls@mun.ca email address prior to the Submission Deadline. The Owner is under no obligation to return withdrawn bids.

1.5 Bids Irrevocable after Submission Deadline

Bids shall be irrevocable for a period of **90** days running from the moment that the Submission Deadline passes.

1.6 Delivery

Time is of the essence and delivery schedule(s) are legally binding. Memorial University reserves the right to assess penalties or cancel awards to Bidders who fail to meet the stated delivery or completion dates. Delivery of all materials and services must be DAP (delivered at place) or DDP (delivered duty paid (all locations) and local environs).

1.7 Signature

Memorial University, in consideration of section 11 of the Electronic Commerce Act, confirms its acceptance of electronic signatures, or other acceptable form of electronic consent, in satisfaction of the signature requirement for bid submissions. The electronic form of signature or consent must be directly related to the relevant bid submission at issue and must be reliable, in a manner as determined by Memorial University, for the purpose of identifying the person submitting the bid response. By submitting a bid under this process, the bidder confirms that the signatory has the appropriate and proper authority to bind the bidder to its submission, a confirmation upon which Memorial University relies in the processing of the bid submission. **Bidders must complete Appendix B –Submission Form. Any bids received without Appendix B completed will be deemed non-compliant.**

1.8 Closure

In the event that the University is closed earlier than normally expected prior to a scheduled open call closing for that day, or for the full day, the closing date for those open calls will be extended to the next business day for the University at the same time as listed originally.

1.9 Corporations Act

The Corporations Act of Newfoundland and Labrador requires that an extra-provincial company be registered before it begins or carries on business in the Province. If your company is not registered, please apply for the appropriate forms and procedures to:

Commercial Registrations Division

Dept of Government Services, PO Box 8700 St John's, NL Canada A1B 4J6

Phone: 709-729-3317, Fax: 709-729-0232

Website: http://www.gs.gov.nl.ca/registries/companies/corp_art_inc.html

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

The Owner 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 do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the Owner, be disqualified and not evaluated further.

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 Owner, be disqualified and not evaluated further. The mandatory technical requirements are listed in Appendix A - Specifications.

2.4 Stage III – Pricing

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

2.5 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the Open Call, 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, shall be disqualified.

2.6 Selection of Lowest Compliant Bidder as Preferred Supplier

Subject to the Owner's reserved rights, the compliant bidder with the lowest pricing will be the preferred supplier and will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the preferred supplier will be determined by way of a coin toss, in accordance with the Public Procurement Policy.

Provincial suppliers, suppliers with a place of business in Newfoundland and Labrador, will be given provincial supplier preference provision. This mandates an allowance of ten percent for provincial suppliers for all procurement below trade agreement thresholds.

Please note, the supplier preference does not apply when the estimated value of the commodity is above the trade agreement threshold shown below.

Public Body	Thresholds			
	Goods	Services	Public Works	Lease of Space
Memorial University	\$133,800	\$133,800	\$334,400	\$100,000

2.7 Notice to Bidder and Execution of Agreement

Notice of selection by the Owner to the preferred supplier shall be in writing. The preferred supplier shall execute the Agreement, the form and content of which will be mutually agreed upon between the parties and satisfy any other applicable conditions of this open call within fifteen (15) days of notice of selection. This provision is solely for the benefit of the Owner and may be waived by the Owner.

2.8 Failure to Enter into Agreement

If a selected bidder fails to execute the Agreement or satisfy the pre-conditions of award listed in the Open Call Particulars within fifteen (15) days of notice of selection the Owner may, without incurring any liability, proceed with the selection of another bidder and pursue all remedies available to the Owner.

2.9 Payment Terms

The University's standard payment terms are net 30 days after delivery of goods, or net 15 days after successful completion of installation as applicable. In the case of services, payment terms are also net 30 days after successful completion of the service. These terms shall also apply in the case of sub-contracted items. Prepayments will not be considered unless the supplier provides an irrevocable standby letter of credit, or the supplier provides a credit reference from its banker satisfactory to the Director of Financial and Administrative Services.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE OCB PROCESS

3.1 General Information and Instructions

3.2 Open Call Incorporated into Bid

All of the provisions of this Open call are deemed to be accepted by each bidder and incorporated into each bidder's bid. A bidder who submits conditions, options, variations or contingent statements to the terms as set out in this Open call, either as part of its bid or after receiving notice of selection, unless otherwise indicated, shall be disqualified.

3.3 Bidders to Follow Instructions

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

3.4 Bids in English

All bids are to be in English only.

3.5 No Incorporation by Reference

The entire content of the bidder's bid should be submitted in a fixed form, and links to 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.

3.6 References and Past Performance

In the evaluation process, the Owner may consider information provided by the bidder's references and may also consider the bidder's past performance or conduct on previous contracts with the Owner or other institutions.

3.7 Information in Open Call Only an Estimate

The Owner and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this Open Call or issued by way of addenda. Any quantities shown or data contained in this Open Call or provided by way of addenda are estimates only and are for the sole purpose of indicating to bidders 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 Open Call

3.8 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.

3.9 Bid to be Retained by the Owner

The Owner will not return the bid, or any accompanying documentation or samples submitted by a bidder.

3.10 Trade Agreements

Bidders should note that procurements falling within the scope of the Canadian Free Trade Agreement, and/or the Canada-European Union Comprehensive Economic Trade Agreement are subject to those trade agreements but that the rights and obligations of the parties will be governed by the specific terms of this Open Call.

3.11 No Guarantee of Volume of Work or Exclusivity of Contract

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

3.12 Communication after issuance of open call

Bidders shall promptly examine all of the documents comprising this Open Call, and

- (a) shall report any errors, omissions or ambiguities, and
- (b) may direct questions or seek additional information.

in writing by email to opencalls@mun.ca on or before the Deadline for Questions. All questions or comments submitted by bidders by email to the Open Call Contact shall be deemed to be received once the email has entered into the Open Call Contact's email inbox. No such communications are to be directed to anyone other than the Open Call Contact, and the Owner shall not be responsible for any information provided by or obtained from any source other than the Strategic Procurement Office. The Owner is under no obligation to provide additional information. It is the responsibility of the bidder to seek clarification from the Open Call Contact on any matter it considers to be unclear. The Owner shall not be responsible for any misunderstanding on the part of the bidder concerning this Open Call or its process.

3.13 All New Information to Bidders by Way of Addenda

This Open Call may be amended only by addendum in accordance with this section. If the Owner, for any reason, determines that it is necessary to provide additional information relating to this Open Call, such information will be communicated to all bidders by addenda. Each addendum forms an integral part of this Open Call and may contain important information, including significant changes to this Open Call. Bidders are responsible for obtaining all addenda issued by the Owner. In the Submission Form (Appendix B), bidders MUST confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.14 Addenda and Extension of Submission Deadline

Any addendum added within four (4) calendar days of the Open Call for Bids closing (Including on closing day) will extend closing by a reasonable period to be determined by Memorial University. Verify, Clarify and Supplement

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

3.15 Notification to Other Bidders

In accordance with section 30 of the *Public Procurement Regulations*, once the Agreement is awarded by the Owner, the outcome of the Open Call will be publicly posted at https://www.mun.ca/finance/strategic_procurement/. There will be no issuing of regret letters.

3.16 Debriefing

In accordance with the Public Procurement Act and Regulations, unsuccessful bidders may request a debriefing within ten (10) business days after the award has been posted. The request must be sent in writing to the Open call contact. The intent of the debriefing information session is to provide the bidder an overview of their bid and why it was unsuccessful and to help the bidder in presenting a better bid in subsequent procurement opportunities. The debriefing process is not for the purpose of providing an opportunity to challenge the procurement process or its outcome. A debriefing shall not disclose information regarding another bidder's bid.

3.17 Supplier Complaint Process

If a bidder wishes to register a complaint with respect to the Open Call process, the complaint should be provided in writing and within the parameters established by section 25 of the *Public Procurement Regulations*, as amended. The notice must provide a detailed explanation of the bidder's concerns with the procurement process or its outcome, in addition to such other information as may be required by the *Regulations*. Bidders should note that these complaint procedures are separate and distinct from any dispute resolution processes that may be provided for under applicable trade agreements. If a bidder wishes to dispute a matter under an applicable trade agreement, the bidder must follow the process set out in the trade agreement.

3.20 Conflict of Interest and Prohibited Conduct

3.21 Conflict of Interest

The Owner may disqualify a bidder for any conduct, situation or circumstances, determined by the Owner, in its sole and absolute discretion, that constitutes a conflict of interest.

The Owner reserves the right to disqualify any bidder that in the Owner's sole opinion has an actual or potential conflict of interest or an unfair advantage.

For the purposes of this Open Call, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where in relation to the Open Call 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 Owner 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 Open Call process (including but not limited to the lobbying of decision makers involved in the Open Call process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive Open Call process or render that process non-competitive or unfair.

Bidders are required to disclose, to the Open Call Contact, any potential or perceived conflict of interest issues prior to Open Call closing date and time.

3.22 Disqualification for Prohibited Conduct

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

3.23 Bidder Not to Communicate with Media

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

3.24 No Lobbying

Bidders must not, in relation to this Open Call 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).

3.25 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 Owner; 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 Open Call.

3.26 Past Performance or Past Conduct

The Owner 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 honor submitted pricing or other commitments. or
- (c) any conduct, situation or circumstance determined by the Owner, in its sole and absolute discretion, to have constituted a Conflict of Interest.

In addition, the Owner may suspend the bidding privileges of a supplier with regard to non-compliant or substandard performance in accordance with section 26 of the *Public Procurement Regulations*.

3.27 Confidential Information of the Owner

All information provided by or obtained from the Owner in any form in connection with this Open Call either before or after the issuance of this Open Call:

- (a) is the sole property of the Owner and must be treated as confidential.
- (b) is not to be used for any purpose other than replying to this Open Call and the

performance of the Agreement.

- (c) must not be disclosed without prior written authorization from the Owner, and
- (d) must be returned by the bidder to the Owner immediately upon the request of the Owner.

3.28 Confidential Information of Bidder

This procurement process is subject to the *Access to Information and Protection of Privacy Act, 2015 (ATIPPA, 2015)*. A bidder must identify any information in its bid, or any accompanying documentation supplied in confidence for which confidentiality is requested to be maintained by the Owner. The confidentiality of such information will be maintained by the Owner, 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 Owner to advise or assist with the Open Call process, including the evaluation of bids.

The Bidder agrees that any specific information in its submission that may qualify for an exemption from disclosure under subsection 39(1) of the *ATIPPA, 2015* has been identified in its submission. If no specific information has been identified it is assumed that, in the opinion of the proponent, there is no specific information that qualifies for an exemption under the subsection 39(1) of the *ATIPPA, 2015*. The Bidder acknowledges that contracting with the Owner is a public process and any information provided through this process and any records the Bidder supplies to the Owner, including the terms and conditions of any Agreement entered into, may be subject to requests under the *ATIPPA, 2015*. In the event of a request to Memorial for third party business information in its custody and control, information can be withheld only if it meets all parts of the 3-part harms test for non-disclosure as stated in section 39 of the *ATIPPA, 2015*.

Information, including the financial value of a contract resulting from this procurement process, will be publicly released as part of the award notification process, in accordance with section 30 of the *Public Procurement Regulations*.

If a bidder has any questions about the collection and use of personal information pursuant to this Open Call, questions are to be submitted to the Open Call Contact. Further information relating to subsection 39(1) of the *ATIPPA, 2015* is provided in guidance documents available through the Office of the Information and Privacy Commissioner at <https://oipc.ni.ca/guidance/documents>.

3.29 Reserved Rights of the Owner

The Owner reserves the right to:

- (a) make public the names of any or all bidders as well as bid price and value of contract,
- (b) make changes, including substantial changes, to this Open Call provided that those changes are issued by way of addendum in the manner set out in this Open Call,
- (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. This shall not be an opportunity for bid repair,

- (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 Open Call consider any other relevant information that arises during this Open call process,
- (e) waive minor irregularities and formalities and accept bids that substantially comply with the requirements of this Open Call,
- (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) cancel this Open Call process at any stage,
- (j) cancel this Open Call process at any stage and issue a new Open Call for the same or similar deliverables,
- (k) accept any bid in whole or in part; or
- (l) reject any or all bids,
- (m) not necessarily select the lowest or any bidder.

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

3.30 Limitation of Liability

By submitting a bid, each bidder agrees that:

- (a) neither the Owner 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 Open Call 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 Owner's decision not to accept the bid submitted by the bidder for any reason, the Owner's decision 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.

3.31 Governing Law and Interpretation

These Terms and Conditions of the Open Call Process:

- (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 shall not be construed as intending to limit the pre-existing rights of the Owner, and
- (c) are to be governed by and construed in accordance with the laws of the Province of Newfoundland & Labrador and the federal laws of Canada applicable therein.

3.32 Facility Compliance Requirement

- (a) Equipment, power tools, instruments and appliances intended for use within Memorial University's facilities must comply with all regulatory requirements related to use and/or installation in University facilities. This includes but is not limited to certification/listing by recognized agencies, Pressure Vessel Act of Newfoundland and Labrador and similar.
- (b) Items provided related to this open call that receive power from the University's electrical system must be certified or listed for use within Canada by a recognized agency such as Canadian Standards Association (CSA) or Underwriter Laboratories Canada (ULC). A full list of agencies recognized by Memorial University is available upon request.
- (c) Equipment, tools, instruments and appliances that generate pressure may require registration as a pressure system with the Province of Newfoundland and Labrador. Compliance with the Boiler, Pressure Vessel and Compressed Gas Regulations under the Public Safety Act of Newfoundland and Labrador and the Boiler, Pressure Vessel, and Pressure Piping Code CSA B51:19 shall be demonstrated.
- (d) The vendor is responsible for all costs associated with ensuring the system is compliant with legislative requirements and for the application and registration processes. Field certifications may be considered but all costs and efforts for such scenarios are the responsibility of the vendor.

4. Environmental Health and Safety Requirements

Maintaining a healthy and safe environment for all members of the campus community, as well as visitors, is a priority with the University. This involves a commitment from all sectors of the campus community and extends to outside agencies having occasion to come on campus to conduct business.

The following requirements will apply to all work undertaken by contractors and service personnel on any University property or for any work undertaken on behalf of the Owner.

4.1.0 Regulations, Codes and Standards

Contractors shall be familiar with and abide by provisions of various safety codes and standards applicable to the work performed and should refer to *1.21.5 of General Conditions*:

1.21.5 The Contractor shall be completely responsible for the safety of the Work as it applies to

protection of the public and property and construction of the Work.

The codes that must be followed and enforced for safety are:

- a) The National Building Code, Part 8, Safety Measures at Construction and Demolition Sites (Latest Edition),
- b) Canadian Code for Construction Safety (Latest Edition) as issued by the Associate Committee of the National Building Code,
- c) The Occupational Health and Safety Act of Newfoundland and Labrador (most current version) and Regulations.

In particular, strict adherence to the Provincial Occupational Health and Safety Act and Regulations and with the National Building Code of Canada, Part 8 is required.

4.2.0 General Health and Safety Regulations

- a. Contractors/service agencies shall ensure that members of the campus community are not endangered by any work or process in which they may be engaged. Work areas shall be adequately barricaded, and if dust or fumes are generated, suitable enclosures shall be installed to contain such emissions.
- b. No material shall be stored in such a way as to obstruct walkways or represent a danger to pedestrian or vehicular traffic.
- c. Adequate protection shall be provided to prevent the possibility of goods falling from scaffolding or elevated areas. Areas where goods are being loaded or off loaded shall be barricaded or otherwise protected to prevent unauthorized entry. Appropriate warning signs must be posted.
- d. The work areas must be kept reasonably clean and free from debris which could constitute a fire hazard. Care must be taken to ensure that the work process does not activate fire alarm detection devices. (Generation of dust and fumes can activate smoke detectors causing a false alarm).
- e. Due consideration shall be given to fire safety in buildings. Flammable goods must be kept away from sources of ignition. No work involving the use of open flame devices must be undertaken around flammable solvents or gases.
- f. Some University buildings contain asbestos and other hazardous materials. Do not alter or disturb any goods believed to contain asbestos goods (unless this is a duly authorized part of the project). Consult with University officials before proceeding with any work.
- g. Safety Data Sheets shall be procured for any hazardous product used on campus. Such sheets shall be made readily available for consultation as required under the Workplace Hazardous Materials Information System (WHMIS).

NOTE: The above requirements are not to be considered all-inclusive and are considered to be complementary to the safety requirements outlined in the agreement between the University and Supplier. Certain conditions and circumstances may require adherence to additional safety requirements.

As a general requirement, contract/service personnel are expected to conduct all work on campus in a professional and safe manner and to give priority to the safety and welfare of members of the campus community.

4.3.0 Contractor Safety Management

- 4.3.1 All Contractors and Subcontractors to be used by the Contractor in the execution of the Contract shall be required to submit confirmation of a current third-party occupational health and safety program certification (Letter of Assurance). These may include, but not be limited to, Certificate of Recognition (COR), OHSAS 18001, and CSA Z.1000.
- 4.3.2 All Contractors and Subcontractors shall be required to review and follow all requirements of the MUN Contractor Safety Management Element in Appendix D.
- 4.3.3 **Prior to Contract award, the Contractor will be required to provide the Information requested in 4.3.5 below.**
- 4.3.4 All Contractors and Subcontractors are required to give the Owner written permission to approach Provincial regulatory authorities for applicable safety-related information on their respective firms.
- 4.3.5 The Contractor must also provide the following:
 - (a) Health and Safety policy statement,
 - (b) Safety Program table of contents,
 - (c) Site Hazard Assessment,
 - (d) Letter of Assurance for Compliance.
- 4.3.6 In lieu of a Subcontractors third party program, Contractors shall be required to integrate the Subcontractor(s) into the Contractors program and provide proof of same.
- 4.3.7 Memorial reserves the right to request and audit the full health and safety program of Contractors and Subcontractors and their associated documentation. This documentation may include, but not be limited to the following:
 - (a) Health and Safety Program and/or Manual,
 - (b) Site Hazard Assessment,
 - (c) Letter of Assurance for Compliance (third party certification),
 - (d) Applicable documented safe work practices,
 - (e) Inspection reports and schedules,
 - (f) Required employee safety training certifications and qualifications,
 - (g) Updated list of OHS Committee and/or a worker health and safety representative, or workplace health and safety designate,
 - (h) Proof of completion of the Owner's contractor safety orientation within the prior three years.

- 4.3.8 Memorial University reserves the right to refuse or cancel any contract with a Contractor that is not in compliance with Memorial's standards for Safety.
- 4.3.9 The University reserves the right to stop any work or portion of work where no documentation can be produced on site which identifies the hazards presented by a piece of work, safe work procedures for work or certification of employees performing work. The Contractor is liable for any costs incurred by affected parties associated with such a stoppage.
- 4.3.10 Prior to coming to site all workers must complete the Contractor Safety training found on the MUN website.

https://www.mun.ca/health_safety/training/

4.4.0 Access to Site

- 4.4.1 All Contractors and Subcontractors to be used in the execution of the Contract shall give advance notification of when they will be on site. Any work to be performed outside of Regular Time must have advance approval of the Owner.

Any discontinuation of the Work which causes a Contractor or their Subcontractors to suspend operations onsite will require the following:

- Contractor/Subcontractors shall notify the Owner of the stop work date.
- Contractor/Subcontractors shall ensure the site is left in a safe and secure condition.
- Contractor/Subcontractors shall ensure that locks and tags on mechanical and/or electrical systems are removed and, where necessary, replaced by the University.
- Contractor/Subcontractors shall not return to site without expressed prior permission from the Owner.

[End of Part 4]

APPENDIX A – SPECIFICATIONS

Qty	Unit	Term	SKU	Product	Vendor Response	
					Yes	No
2473	FTE	1 Year	RH01157	Red Hat Enterprise Linux Academic Site Subscription with Satellite, Standard (Server, Desktop, Workstation, POWER, HPC, Per FTE); Term: 08/21/2024 - 08/20/2025		

Note: The following items are optional and will not reflect in the total bid price. MUN may order on as “as required” basis.

Qty	Unit	Term	SKU	Product	Vendor Response	
					Yes	No
1	System	1 Year	RH00270	Red Hat Enterprise Linux Extended Life Cycle Support (Physical or Virtual Nodes); Term: 08/21/2024 - 08/20/2025		
1	Named Participant	1 Year	LS220	Red Hat Learning Subscription Standard; Term: 08/21/2024 - 08/20/2025		

APPENDIX B – SUBMISSION FORM

1. Bidder Information

Please fill out the following form, naming one person to be the bidder's contact for the Open Call 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:	

2. Offer

The bidder has carefully examined the Open Call documents and has a clear and comprehensive knowledge of the Deliverables required under the Open Call. By submitting a bid, the bidder agrees and consents to the terms, conditions and provisions of the Open Call, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in the completed Pricing Form (Appendix C).

3. Rates

The bidder has submitted its rates in accordance with the instructions in the Open Call and in the Pricing Form (Appendix C). 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 Owner. The onus is on bidders to make any necessary amendments to their bids based on the addenda. The bidder is required to confirm that it has received all addenda by listing the addenda numbers on the following line: (For example, if Addendum 1 has been issued, enter 1 on the line. If there are two addenda, enter 1, 2_____ Bidders who fail to complete this section will be deemed to have not received all posted addenda and shall be deemed **non-compliant**.

5. No Prohibited Conduct

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

6. 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 Owner to the advisers retained by the Owner to advise or assist with the Open Call process, including with respect to the evaluation of this bid.

7. Bid Irrevocable

The bidder agrees that its tender shall be irrevocable for a period of **[**90**]** days following the Submission Deadline.

8. Execution of Agreement

The bidder agrees that in the event its bid is selected by the Owner, in whole or in part, it will finalize and execute the Agreement in the form set out in Appendix A (or in a form mutually acceptable to the parties) to this Open Call in accordance with the terms of this Open Call. Failure to submit this signature section will render the proposal NON-COMPLIANT and the proposal will be disqualified.

Signature of Witness

Signature of Bidder Representative

Name of Witness

Name of Bidder Representative

Title of Bidder Representative

Date

I have the authority to bind the bidder.

**IN SIGNING THIS PAGE AND
SUBMITTING YOUR PROPOSAL, THE
PROPONENT ACKNOWLEDGES
HAVING READ, UNDERSTOOD AND
AGREED TO THE TERMS AND
CONDITIONS OF THIS DOCUMENT**

APPENDIX C – PRICING FORM

1. INSTRUCTIONS ON HOW TO COMPLETE THE PRICING FORM

- Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- Rates quoted by the bidder must be all-inclusive and must include all labor and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the Owner, 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.

Qty	Unit	Term	SKU	Product	Total Cost
2473	FTE	1 Year	RH01157	Red Hat Enterprise Linux Academic Site Subscription with Satellite, Standard (Server, Desktop, Workstation, POWER, HPC, Per FTE); Term: 08/21/2024 - 08/20/2025	\$
HST					\$
TOTAL					\$

Optional Items:

Qty	Unit	Term	SKU	Product	Total Cost (Excl HST)
1	System	1 Year	RH00270	Red Hat Enterprise Linux Extended Life Cycle Support (Physical or Virtual Nodes); Term: 08/21/2024 - 08/20/2025	\$
1	Named Participant	1 Year	LS220	Red Hat Learning Subscription Standard; Term: 08/21/2024 - 08/20/2025	\$

2. THE DELIVERABLES:

Red Hat subscription as per specifications listed in **Appendix A**

3. MANDATORY SUBMISSION REQUIREMENTS

- **Specification Form (Appendix A)**
As per instructions on form.
- **Submission Form (Appendix B)**
Each bid must include a Submission Form (Appendix B) completed and signed by an authorized representative of the bidder.
- **Pricing Form (Appendix C)**
Each bid must include Pricing Form (Appendix C) as per instructions on form.