

REQUEST FOR OPEN CALL FOR BIDS INFORMATION SHEET

Request for Open Call			
Title:	Standing Order for the Supply of HVAC Maintenance and Repairs		
Open Call #:	TMI1309	Issue Date:	DATE: Aug 22, 2024
Deadline for Questions:	72 hours prior to close time	Submission Deadline Closing Date & Time:	Wednesday, Sept 12, 2024 @ 10:00 AM NST Time
		Bid Submission Format:	Mlopencalls@mi.mun.ca
		Opening Date, Time & Location:	Wednesday, Sept 12, 2024 @ 11:30 am NST Time
			Microsoft Teams Link: Join the meeting now
			Meeting ID: 272 599 510 762
			Passcode: xe6euQ
Bids Irrevocable Period after Submission Deadline:			90 days
Bid Submission: Responses to this solicitation must be submitted by email to Mlopencalls@mi.mun.ca Email subject line must read: BID SUBMISSION: Open Call number and name. For example: "BID SUBMISSION: TMI1309 – HVAC Maintenance			
Inquiries and Communication:			
<p>Inquiries and communication: Fisheries and Marine Institute, Memorial University of Newfoundland, Finance and Contracts Office, Purchasing Officer, Mlopencalls@mi.mun.ca Inquiries accepted only via email. No phone calls will be accepted. Please reference Open Call number and "TMI1309 - Standing Order for HVAC Maintenance and Repairs" 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>			

DEFINITIONS

“Agreement”	means a Purchase Order and/or a formal contract between the Marine Institute and the successful bidder;
“best value”	includes the best balance of cost, quality, performance and support, as achieved through a transparent, efficient and competitive procurement process using clear and fair evaluation and selection criteria;
“bid”:	means an offer from a supplier, submitted in response to a call for bids, to supply goods or services;
“bidder”	means the supplier submitted a response to an Open Call;
“commodities”	means goods, services, public works and lease of space;
“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 Marine Institute 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.
“contractor”	means a supplier that has been awarded a contract by the Marine Institute;
“deliverables”	means the goods or services bid in the Open Call to be provided to the Marine Institute;
“goods”	means goods, chattels, materials, personal property, movable property and other physical objects of every kind, including items required to be manufactured or on which a labour or skill is required to be expended before, upon or after delivery to the Marine Institute;
“lease of space”	means a transfer of the possession of space for a fixed period of time at a specified rent, and includes a renewal of a lease;
“Marine Institute”	Fisheries and Marine Institute of the Memorial University of Newfoundland;
“Open Call”	means a publicly-advertised invitation to suppliers to submit a bid;
“procurement”	means the acquisition of commodities or professional services by the Marine Institute by any means, including by purchase, rental or lease;
“public work”	means the construction, re-construction, extension, enlargement, repair, maintenance, improvement and demolition of real property, including

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	improvements to leased property;
“purchase order”	the commercial document issued to the supplier to request the supply of goods or services in return for payment and includes, among other information, items and quantities required at agreed prices.
“services”	means all services incidental to the supply of goods including the provision of transportation of all kinds, printing and reproduction services, accounting, land surveying and voice telephone services, engineering services, architectural services, banking services, insurance services, services that require the giving of an opinion, creativity, the preparation of a design, or technical expertise except legal services and financial services;
“standing offer agreement”	a mutual agreement effected with the supplier to deliver “as and when requested” over a specific period of time, goods or services in quantities to be determined at prescribed prices or pricing arrangements.
“supplier”	means an individual, partnership, corporation, joint venture or other form of business organization engaged in the lawful supply of commodities;

[End of Definitions]

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 Marine Institute 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 Mlopencalls@mi.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 must submit **one (1)** email submission in PDF format. **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.

Written 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 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 Marine Institute 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 Marine Institute shall not be responsible for bidders who fail to inform themselves regarding the scope and nature of the work. The Marine Institute shall publish all amendments on the Marine Institute'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 www.mun.ca/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.

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 Mlopencalls@mi.mun.ca email address prior to the Submission Deadline. The Marine Institute 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

Delivery of all materials and services must be FOB Marine Institute, 155 Ridge Road, St. John's, NL, A1B 5E7, Canada, Attention: Shipping and Receiving, and local environs unless otherwise specified in Appendix A – Specifications. A schedule for delivery of the specified goods or services must be included in the bid.

1.7 Signature

Marine Institute, 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 the Marine Institute, 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 the Marine Institute relies in the processing of the bid submission.

1.8 Closure

In the event that the Marine Institute is closed earlier than normally expected prior to a scheduled Open Call for Bids closing for that day, or for the full day, the closing date for those tenders will be extended to the next business day for the Marine Institute 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

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

The Marine Institute 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 Marine Institute, be disqualified and not evaluated further. The Marine Institute reserves the right to reject incomplete bids.

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 Marine Institute, 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 Marine Institute'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.

2.7 Notice to Bidder and Execution of Agreement

Notice of selection by the Marine Institute to the preferred supplier shall be in writing. The preferred supplier shall execute an 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 Marine Institute and may be waived by the Marine Institute. At the Marine Institutes discretion, the bidder will enter into a formal contract containing such terms and conditions (not inconsistent with the terms and conditions in the Open Call) as may be required. Unless or until such a formal contract is entered into, the Open Call in its entirety, the accepted Open Call bid and any resulting Purchase Order when issued shall together be the complete and only contract. If the Open Call is for a number of discrete items, the Marine Institute reserves the right to award in full to a single bidder, or to award

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each item to the lowest bidder for that item. In the case of the latter, each item in the Open Call will then be considered a separate agreement and may be awarded separately, unless stated otherwise in the Open Call. It is understood that the Open Call bid will remain open for acceptance by the Marine Institute for a period of not less than 30 days from the closing date specified in the Open Call, unless otherwise indicated in Appendix A – Specifications.

A Purchase Order and/or formal contract will be issued to the contractor. Contractors are not to supply goods or services without a Purchase Order or formal contract unless directed to do so in writing by the official whose name appears in the Open Call.

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 Marine Institute may, without incurring any liability, proceed with the selection of another bidder and pursue all remedies available to the Marine Institute.

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. Bidders should make every effort to structure payments based on tangible milestones, delivery in all, or in part of the goods and/or services to make the basis of payment for goods or services delivered.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS

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 Marine Institute 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 Marine Institute or other institutions.

3.7 Information in Open Call Only an Estimate

The Marine Institute 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 Marine Institute

The Marine Institute 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 Marine Institute 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 Marine Institute may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally in order to obtain the best value.

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 Mlopencalls@mi.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 Marine Institute shall not be responsible for any information provided by or obtained from any source other than the Finance and Contracts Office. The Marine Institute 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 Marine Institute 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 Marine Institute, 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 Marine Institute. 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 seven (7) calendar days of the Open Call for Bids closing (Including on closing day) will extend closing by a reasonable period to be determined by the Marine Institute.

3.15 Verify, Clarify and Supplement

When evaluating bids, the Marine Institute 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 Marine Institute shall, if accepted by the Marine Institute, form an integral part of the bidder's bid.

3.16 Notification to Other Bidders

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

3.17 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.

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

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

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 Marine Institute may disqualify a bidder, rescind a notification of selection or terminate a contract subsequently entered into if the Marine Institute 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 Marine Institute; 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 Marine Institute 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 Marine Institute, in its sole and absolute discretion, to have constituted a Conflict of Interest.

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

3.27 Confidential Information of the Marine Institute

All information provided by or obtained from the Marine Institute 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 Marine Institute 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 Marine Institute; and
- (d) must be returned by the bidder to the Marine Institute immediately upon the request of the Marine Institute.

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 Marine Institute. The confidentiality of such information will be maintained by the Marine Institute, 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 Marine Institute 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 Marine Institute is a public process and any information provided through this process and any records the Bidder supplies to the Marine Institute, 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 the Marine Institute 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.nl.ca/guidance/documents>.

3.29 Reserved Rights of the Marine Institute

The Marine Institute 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 Marine Institute 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 Marine Institute's decision not to accept the bid submitted by the bidder for any reason, the Marine Institute'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.
- (c) Neither Party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, governmental regulation or control, acts of nature or of a public enemy, acts of terrorism, mass-casualty event, fire, flood, local, regional or global outbreak of disease or other public health emergency, social distancing or quarantine restriction, strike, lockout or labour or civil unrest, freight embargo, unusually severe weather, failure of public utility or common carrier, or computer attacks or other malicious act, including attack on or through the internet, or any internet service, telecommunications provider or hosting facility.

The parties acknowledge that in March 2020 the World Health Organization declared a global pandemic of the virus leading to COVID-19. The Governments of Canada and the Province of Newfoundland and Labrador responded to the pandemic with legislative amendments, controls, orders, requests of the public, and requests and requirements to the Parties to change their delivery of education and services in various ways (collectively, the "Governmental Response"). It is uncertain how long the pandemic, and the related Governmental Response, will continue, and it is unknown whether there may be a resurgence of the virus leading to COVID-19 or any mutation thereof (collectively, the "Virus") and resulting or supplementary renewed Government Response. Without limiting

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the foregoing paragraph, neither Party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of:

1. the continued spread of the Virus;
2. the continuation of or renewed Governmental Response to control the spread of the Virus; and
3. a Party's decision, made on an organization-wide basis and in good faith, to control the spread of the Virus, even if exceeding the then current specific Government Response.

Dates or times of performance shall be extended to the extent of delays excused by this clause, provided that the Party whose performance is affected notifies the other promptly of the existence and nature of such delay shall, so far as practicable, use commercially reasonable efforts to minimize and mitigate the extent, effect and period of any such delay or non-performance.

The bidder will follow all Government of Newfoundland and Labrador's Public Health Orders and Special Measure Orders made pursuant to the *Public Health Protection and Promotion Act*. The successful bidder and contractor will ensure it has a Health and Safety Plan and ensure using minimum personnel to carry out the performances under this Open Call, use appropriate personal protective equipment as required, use physical distancing measures and enhanced cleaning protocol as recommended by the Health Authorities.

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 Marine Institute; 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 Agreement Review and Termination

An Agreement will be subject to review, renegotiation or termination, at the discretion of the Marine institute, in the event of:

- (a) Unauthorized price increases;
- (b) Prolonged interruption of supply availability;
- (c) Marked deterioration in the quality of supply, sales and technical representation;
- (d) Persistent disregard of the Engineer/Architect Consultant(s) instructions;
- (e) Any disregard of applicable laws and ordinances; or
- (f) Any violation of the terms and conditions of the Agreement.

Agreements will remain closed only for the period of price protection and the Marine Institute reserves the right to terminate an Agreement without notice effective from the date of any price increase when price protection has not been guaranteed for the full Agreement period.

3.33 Standing Offer Agreement

Under a Standing Offer Agreement, the Marine Institute is not obligated to purchase any quantity of any item.

A Standing Offer agreement will be issued for goods or services where the unit prices are agreed but the quantities accepted can vary.

Upon acceptance of the Standing Offer Agreement, the Marine Institute will issue Purchase Orders to the Supplier(s) for items specified in the Standing Offer Agreement on an as and when required basis. A Supplier is not to supply items without a Purchase Order.

[End of Part 3]

APPENDIX A – SPECIFICATIONS

STANDING ORDER AGREEMENT FOR THE SUPPLY OF HVAC MAINTENANCE AND REPAIRS ON AN AS AND WHEN REQUESTED BASIS FROM THE AWARD DATE TO THE PERIOD ENDING **August 31, 2025**, (CONTRACT PERIOD)

THIS CONTRACT MAY BE EXTENDED ON A YEAR TO YEAR BASIS FOR A MAXIMUM OF TWO (2) YEARS AFTER THE INITIAL CONTRACT PERIOD.

LOCATION OF SERVICES:

155 Ridge Road, St. John's
Marine Processing Pilot Plant, 283 Mt. Scio Road, St. John's
Marine Bioprocessing Research Lab, 297A Mt. Scio Road, St. John's
455 Incinerator Road, Foxtrap (Offshore Safety Survival Centre)
2 - 4 Northside Road, Holyrood (The Launch Marine Base)
49 Horizon Drive, Holyrood (Warehouse)

The successful bidder shall hereafter be referred to as the "Contractor" for the scope of specifications outlined below.

TECHNICAL REQUIREMENTS

1. SCOPE OF WORK

- 1.1 The Work shall include, but is not necessarily limited, to the following:
 - a. Repair, replacement and installation of refrigeration & air conditioning systems and associated equipment on vessels and in the Marine Institute buildings and to include any required shop work on HVAC building systems, controls for systems, fish plant equipment, aquaculture equipment, laboratory equipment, cooling systems and marine vessel equipment.
 - b. Repair, replacement and installation of compressors, dryers, safeties, evaporators, condensers, and condenser fan motors, etc., including coordination of inspection services with the authority having jurisdiction.
 - c. Trouble shoot and repair of appliances and equipment such as fish plant equipment, aquaculture equipment, kitchen equipment, heating & ventilation equipment, laboratory equipment and marine vessel equipment.
 - d. Leak testing, charging, pressure testing and adjusting of refrigeration systems.
 - e. If requested carry out any preventive maintenance programs that may be placed into effect, preparation of any preventive maintenance programs shall be the responsibility of the Manager.
- 1.1 Perform work in accordance with National Building Code of Canada (NBC) latest edition, Environmental Code of Practice for the Elimination of Fluorocarbon Emissions from Refrigeration and Air Conditioning Systems, Newfoundland and Labrador Regulation 119/96 and CSA B52-13 Mechanical refrigeration code.
- 1.2 Coordinate work activities with those of any other trade that may be working in the building to prevent any interference and slow-down in the Work.
- 1.3 Any work that may interfere with normal Owner operations shall be coordinated with the Manager or designate. Streets, sidewalks, parking areas, entrances, etc., shall not be obstructed without the permission of the Manager and/or other authorities having jurisdiction as applicable.

2. MATERIALS

- 2.1 All materials shall conform to all applicable Codes, By-Laws, or other relevant standards.
- 2.2 All materials must be new and of good quality. Generally, materials supplied for replacement of defective materials shall be of the same type and quality, and have identical operating characteristics, as the original material. Where this is not possible, the approval of the Manager shall be obtained. The quality of material for new work must be approved by the Manager before purchase by the Contractor to ensure that the items are compatible with the requirements for the building. In some instances, material will be supplied by the Marine Institute.
- 2.3 The Contractor shall inspect materials and equipment removed from existing building installations and recommend to the Manager those items that can be reused. The Manager will instruct the Contractor whether to dispose of the items or store same for future use in a designated area of the Marine Institutes premises prescribed by the Manager.

3. GENERAL

- 3.1 No area of the building will be entered without the permission of the Manager, or designate.
- 3.2 The Contractor shall furnish for review by the Manager any samples or shop drawings which may be required for the Work, in such numbers or form as may be deemed necessary by the Manager.
- 3.3 All operating manuals and technical literature for new equipment installed by the Contractor shall be provided to the Manager in a suitable format with the name of the project and work order included.
- 3.4 The Contractor shall keep the Manager informed on all changes to the building systems and their effect on the building operation and shall instruct the Manager on the proper operation and maintenance of new equipment and systems.

GENERAL REQUIREMENTS

4. PAYMENTS

- 4.1 Payment for Work will be made upon completion and receipt of the Contractor's invoice and signed prescribed timesheets quoting the applicable work order and Purchase Order number.
- 4.2 Contractor must submit invoices for Work completed no later than **15** days after Work completion. Failure to submit invoices on time may result in delayed payment.
- 4.3 The Contractor shall invoice the Marine Institute for actual time worked as substantiated by prescribed time sheets. Where the actual time worked includes a part of one-half hour, the Contractor shall round up and invoice to the nearest one-half hour.

4.4 The Contractor shall have each of their employees complete a time sheet each day for each time their employees enter or leaves the premises. The Manager must sign these time sheets. Time for lunch breaks and time used to pick up supplies or equipment will not be allowed on time sheets and will not be compensated for by the Marine Institute.

5. APPRENTICE RATES

5.1 The Contractor will be paid an hourly rate for apprentices based on the following percentages of the regular hourly rate for qualified trades persons quoted per Appendix C – Pricing Form. The rate for labourers will be the same as for a first year apprentice.

1st year apprentice - 55% of the quoted rate/hour per
2nd year apprentice - 65% of the quoted rate/hour per
3rd year apprentice - 75% of the quoted rate/hour per
4th year apprentice - 90% of the quoted rate/hour

5.2 When more than one person is required on the job, the Contractor shall maintain a ratio of one first year apprentice per journeyman.

5.3 The Contractor shall provide proof of good standing in the apprenticeship program for apprentices.

6. WORK FORCE

6.1 The Contractor must have in regular employment a minimum of one journeyman employee. The Manager reserves the right to regulate the number and classification of employees assigned to the work.

6.2 Where shop time is required for the Work, the Contractor shall notify the Manager of the nature of the shop time and obtain prior approval. Work in shops, other than the Contractor's shop, must be accompanied by a copy of the invoice charged to the Contractor.

7. REQUEST FOR QUOTEED PRICES

7.1 Material purchased and used by the Contractor will be reimbursed at net cost (Contractor's cost) plus 10% mark-up for overhead including local delivery to site and related costs plus 10% mark-up for profit. Material costs shall be itemized and detailed on the Contractors' invoices.

7.2 Where the cost of any single item will exceed \$500.00, the Contractor must obtain written price quotes from at least three suppliers. The Contractor shall purchase the material from the lowest cost supplier. Documentation for single items over \$500.00, including the supplier's invoice, must be supplied with all Contractor invoices and show separately the 10% mark-up for overhead and 10% mark-up for profit. The Marine Institute reserves the exclusive right to supply materials to the Contractor.

7.3 Bidders may be required, on demand, to provide original proof of cost of materials supplied under clause 7.1 above.

8. RECORDS TO BE KEPT

- 8.1 The Contractor shall maintain and keep full records, vouchers, and other correspondence and information in respect of the estimates and actual cost of the Work, and shall make them available for copy, audit or inspection by the Manager upon request.
- 8.2 Records shall include all relevant information such as the number of employees engaged on the Work daily, hours worked and type and quantity of materials used, and any other data required by the Manager. Written progress reports indicating the Work completed and the status of incomplete Work are to be provided to the Manager each month, if requested.

9. MANAGER'S DECISION

- 9.1 The Manager shall have the right to decide the proper timing and scheduling for any Work, and whether the Work done or the material supplied by the Contractor is acceptable.
- 9.2 The Manager's decision on matters arising under the Contract shall be final and the Contractor shall proceed with the Work in accordance therewith but should the Contractor disagree with any such decision, they shall notify the Manager in writing before carrying out any Work associated with such decision.

10. EMPLOYEES

- 10.1 The Contractor shall identify an authorized employee to receive any order or communication in respect of the Work. Any employee deemed unacceptable by the Manager shall be removed from the site of the Work and replaced with a suitable qualified replacement employee approved by the Manager.

11. MARINE INSTITUTE'S RIGHT TO DO WORK

- 11.1** If the Contractor fails to prosecute the Work properly or fails to perform any provision of the Contract, the Marine Institute, after five (5) days' written notice to the Contractor may, without prejudice to any other right or remedy it may have, make good any deficiencies. Further, the Marine Institute may deduct the cost thereof from the payment, then or thereafter, due to the Contractor. The Manager reserves the right to use their own forces for any such Work. **Any second occurrence requiring the issuance of such written notice will be cause for immediate termination of the Contract.**

12. MARINE INSTITUTE'S RIGHT TO TERMINATE CONTRACT

- 12.1 If the Contractor
- a) should be adjudged bankrupt, or should make a general assignment for the benefit of their creditors, or if a receiver should be appointed on account of insolvency;
 - b) fails to provide the Worker's Compensation documentation or insurance certificate as required;

- c) refuses or fails to supply enough properly skilled workers or proper materials, except in cases beyond their control, after having received seven (7) days' written notice in writing from the Manager to supply additional workmen or materials;
- d) fails to make prompt payment to subcontractors for material or labour;
- e) persistently disregards laws, ordinances or the instruction of the Manager;
or
- f) is otherwise guilty of a substantial violation of the provisions of the Contract;

then the Marine Institute may, without prejudice to any other right or remedy it may have, by giving the Contractor a written notice, terminate the Contract and take possession of the premises (including any equipment, tools or appliances belonging to the Marine Institute) and of all materials thereon and finish the Work by whatever method the Manager may deem expedient but without undue delay or expense. In any such case, the Contractor shall not be entitled to receive any payment beyond the portion of the Work completed prior to termination.

13. SETTLEMENT OF DISPUTES AND CLAIMS

- 13.1 In the case of any disputes or claims arising between the Marine Institute and the Contractor as to their respective rights and obligations under the Contract, either party hereto may give the other written notification of such a dispute or claim. The notification of dispute or claim shall be made within fourteen (14) days of the dispute or cause of action arising.

14. EMERGENCIES

- 14.1 The Manager has authority in any emergency to stop the progress or make changes to the Work whenever such stoppage or changes may be necessary to ensure the safety of life, or of a structure, or neighboring property.

15. MATERIALS, TOOLS, EQUIPMENT AND TEST INSTRUMENTS

- 15.1 Unless otherwise stipulated, the Contractor shall provide and pay for all materials, tools, equipment and test instruments necessary for the execution of the Work.
- 15.2 The Marine Institute will supply all heat, light, power, and hot and cold water as may be required and available from existing services. The Contractor shall be responsible for all extensions of the heating, lighting, and water systems that he may require.
- 15.3 The Contractor is to supply all necessary equipment to employees for performance of their duties including personal protective equipment (PPE).

16. TEST AND SHUTDOWN

- 16.1 The Contractor shall perform tests on any new services or equipment he installs required by any law, ordinance, public authority or as requested by the Manager.
- 16.2 Tests involving shutdown of parts or areas of building or its equipment shall be approved by the Manager and coordinated with and the Manager or designate.

- 16.3 The Contractor shall be held responsible for any damage to existing systems and equipment caused when new services are tested.
- 16.4 The Contractor shall notify the Manager at least twenty-four (24) hours prior to performing tests and the Manager or designate will witness all tests at their sole discretion.

17. ACCESS PANELS

- 17.1 The Contractor shall be responsible for planning necessary openings, passages, sleeves, etc., for their work and advising the Manager so that openings provided by other trades are available at the proper time and in the correct location. The Contractor shall ensure that all openings are satisfactorily patched after job completion. Under normal conditions, the Marine Institute shall use its own forces to perform cutting and patching.
- 17.2 The Contractor shall ensure that all equipment that will require future servicing, maintenance or operation, is installed in readily accessible locations. Where necessary access doors, panels, etc., conforming to adjacent interior finishes shall be provided as approved by the Manager.

18. MAKING ABANDONED SYSTEMS SAFE

- 18.1 All services which are to be abandoned as a result of the Contractor's work shall be disconnected in a manner that is safe and satisfactory to the Manager.

19. STORAGE

- 19.1 Where deemed necessary by the Manager for expeditious execution of the Work, adequate short-term storage space in close proximity to the Work will be provided for the Contractor's use. The Contractor will be completely responsible for keeping this area clean, hazard free and secure. **No long-term storage space will be permitted.**
- 19.2 The Manager's written permission is required before erecting any temporary structure(s).

20. LABOUR

- 20.1 The Contractor shall meet the requirements of the labour laws of the Province of Newfoundland and Labrador in carrying out the Work and all other labour laws applicable to the area in which the Work is being performed.
- 20.2 Each person employed on the Work shall be qualified and competent for that specific trade or duty in which he or she is employed and shall be paid as a minimum, the standard rates of wages applicable thereto.
- 20.3 Personnel engaged in the Work shall be capable of functioning effectively and cooperatively with the Marine Institute's staff, other occupants of the property where the Work is being performed, and the visiting public.
- 20.4 All personnel will present a clean, neat and orderly appearance at all times and shall conform to all regulations and ensure that high standards of tact, courtesy and discretion are maintained in all places of their Work.

- 20.5 If so requested by the Manager, the Contractor will supply and require their employees to wear identity badges acceptable to the Manager.
- 20.6 The Contractor shall maintain and keep available for inspection by the Manager, a record of the names and addresses of all individuals who will be performing Work.
- 20.7 The Contractor must inform their employees that a security clearance may be required. If requested by the Manager, the Contractor will have this security clearance completed.

21. INSPECTION OF THE WORK

- 21.1 The Manager shall be permitted to inspect the Contractor's Work at any time.
- 21.2 The Contractor shall make all necessary arrangements with any authority having jurisdiction over the Work, for the performance of any inspections which may be required and shall notify the Manager at least twenty four (24) hours in advance of such inspections. The Contractor shall be on the site during all inspections. A copy of all reports and certificates resulting from such inspections shall be provided promptly to the Manager. The Manager or designate will witness all tests at their sole discretion.

22. REJECTED WORK

- 22.1 The Contractor shall promptly remove and replace any defective Work that the Manager determines does not conform to the Contract, with new Work, at no additional cost to the Marine Institute, whether the defective Work is a result of poor workmanship, defective materials, damage through carelessness or other acts of the Contractor.
- 22.2 If the Contractor fails to carry out the replacement of rejected Work within the time decided by the Manager, the Marine Institute may either:
 - a) carry out such Work and any costs incurred will be the responsibility of the Contractor; or
 - b) deduct from the Contractor's payment an amount equal the value of the rejected Work as determined by the Manager.

The Contractor will not be reimbursed for deductions made for rejected Work.

- 22.3 Should the Manager advise the Contractor not to correct rejected Work, an equitable deduction from the Contract amount shall be made by the Manager to compensate the Marine Institute for the uncorrected or uncompleted Work where necessary.

23. PROTECTION OF WORK AND PROPERTY

- 23.1 The Contractor shall provide and maintain adequate protection, as approved by the Manager, for the building and its contents during the progress of the Work.
- 23.2 The Contractor will be solely responsible to ensure that the Marine Institute's property is not damaged, destroyed or stolen during the progress of Work. Any damage or injury to the Work or the property of the Marine Institute resulting from the actions of the Contractor or their employees will be made good with new materials as required to match existing Work in kind, quality, and workmanship at the sole expense of the Contractor.
- 23.3 Any Work, which could result in an adverse effect on building safety and operations, must be brought to the attention of the Manager for prior approval.

24. CODES

- 24.1 The Contractor shall be completely responsible for the safety of the Work as it applies to protection of the public, property and the Work. The applicable codes that must be followed and enforced include, but are not limited to:
 - a) The National Building Code, Part 8, Construction Safety Measures (Latest Edition);
 - b) Newfoundland and Labrador Occupational Health and Safety Act and Regulations (Latest Edition).
 - c) WorkplaceNL Regulations (Latest Edition).

25. SAFETY

- 25.1 The Contractor shall provide the below documentation within 5 days of the award and will maintain throughout the term of the contract, the below certifications and requirements.
 - a) COR (Certificate of Recognition) or Letter of Assurance;
 - b) Health and Safety policy statement;
 - c) Safety program Table of Contents;
 - d) Site hazard assessment (case by case basis); and
 - e) Required employee's safety training certifications.
- 25.2 Work areas shall be marked with caution tape or otherwise barricaded for public safety.
- 25.3 PPE (Personal Protective Equipment) including safety footwear, high visibility vests, protective eyewear and hard hats shall be worn based on job specific Job Safety Assessment.
- 25.4 The Contractor shall report immediately to the Manager, any equipment or conditions which could be considered unsafe.
- 25.5 No materials will be stored on site where they might present a hazard to property, contractor personnel, building occupants or affect the normal operating functions of the building.

- 25.6 The Contractor shall familiarize themselves with building rules regarding smoking, wearing apparel, off-limit areas, and hard hat areas and shall strictly observe these rules.
- 25.7 All safety measures presented by the authorities having jurisdiction respecting fire hazards shall be observed at all times. Contractor personnel shall become familiar with the use and location of firefighting equipment.

26. INDEMNIFICATION

- 26.1 The Contractor shall be liable for, and shall indemnify and hold the Marine Institute harmless from and against, all claims, demands, losses, costs, damages, actions, suits or proceedings whatsoever, arising under any statute or Common Law:
- a) in respect of personal injury to or the death of any person arising out of or in the course of or by reason of the carrying out of the Work; and
 - b) in respect of any injury or damage whatsoever to any property, real or personal or any chattel real, insofar as such injury or damage arises out of or in the course of or by reason of the carrying out of the Work.
- 26.2 The Contractor shall not be liable to the extent that the injury, death, loss or damage is due to any act or neglect of the Marine Institute.
- 26.3 Notwithstanding any other provision of the Contract, the Marine Institute may, in the event of a claim by the Marine Institute against the Contractor for damages arising out of the performance or non-performance of the Contract, withhold payment of an amount equal to the alleged damages until the liability for damages is established and no amount of interest will be paid on amounts held under this provision.

27. INSURANCE

27.1 Commercial General Liability Insurance

- (a) The Contractor shall provide and maintain Commercial General Liability Insurance to a minimum of \$5,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof.
- (b) This insurance shall include as an additional insured Memorial University of Newfoundland. The Contractor shall not commence any Work until, at their sole expense, all required insurances as specified in these General Conditions is obtained. Such insurance must have the approval of the Manager and be to the limits, form and amounts specified. The Contractor will not permit any subcontractor to commence Work under this Contract until the subcontractor has complied with the same insurance requirements.
- (b) The insurance shall also include as Unnamed Insured, the architectural and engineering consultants of the Marine Institute, if any, with respect to Work performed by the Contractor, but excluding professional liabilities associated with such architectural and engineering consultants.

- (c) The Commercial General Liability Insurance shall include, but not to be Limited to, coverage for:
- a. Premises and operations liability
 - b. Products or completed operations liability
 - c. Blanket contractual liability
 - d. Broad form property damage
 - e. Cross liability
 - f. Elevator and hoist liability
 - g. Contingent employer's liability
 - h. Personal injury liability
 - i. Shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground surface, tunneling and grading, **as applicable only**.

27.2 Automobile Liability Insurance

The Contractor shall provide and maintain liability insurance in respect of owned and unowned vehicles.

27.3 All insurance policies shall contain an endorsement requiring notification to the Marine Institute in writing, thirty (30) days prior to cancellation of or material change to any policy, except in the event of non-payment where policy conditions dealing with termination will apply.

27.4 The Contractor shall provide the Marine Institute with a completed Certificate of Insurance and shall, if requested at any time, provide the Marine Institute with a certified true copy of each policy of insurance.

28. WORKER'S COMPENSATION AGENCY

28.1 The Contractor shall provide a letter of good standing from Workplace NL, certifying that they are registered and in good standing and such letter of good standing shall be renewed every 45 days.

29. ACCIDENTS AND CLAIMS

29.1 The Contractor shall promptly report to the Manager, in writing, all accidents whatsoever, arising out of or in connection with the performance of the Work, whether on or adjacent to the site which caused death, personal injury, or property damage.

29.2 If any claim is made against the Contractor or subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Manager giving full details of the claim.

29.3 The Contractor shall provide a first aid kit at the site of the Work to treat minor injuries occurring in connection with the Work.

30. PERMITS, NOTICES AND LAWS

30.1 The Contractor shall obtain and pay for all necessary permits, certificates, licenses or other fees required for the execution of the Work. The Contractor shall comply with all laws, ordinances, rules and regulations relating to the Work.

31. ASSIGNMENT

31.1 The Contractor shall not assign the Contract or any part thereof or any benefit or interest therein or there under without the written consent of the Marine Institute.

32. WORK ORDERS

32.1 Work shall be requested on a work order, issued by the Manager or designate, describing the scope of the Work.

32.2 The Contractor shall, when requested, provide detailed sketches and recommendations as to the manner the Contractor proposes to carry out the Work, and shall not commence the Work until approved by the Manager.

32.3 No work shall be undertaken until a written work order has been issued. Work orders that lack sufficient details in the opinion of the Contractor shall be flagged and clarification from the Manager will be sought.

32.4 Once a work order has been received, the Contractor shall begin the Work and shall prosecute the Work regularly with sufficient force to secure the completion of the Work to the satisfaction of the Manager.

32.5 If the Contractor should become aware of any error or omission within the scope of Work, clarification from the Manager will be sought.

32.6 If a Purchase Order is issued pursuant to this Contract, any condition contained therein, including any printed condition on the back thereof, that is in conflict with, or is in contradiction to, any provision of the Contract, such condition(s) shall not apply to the Work.

33. CHANGES IN THE WORK AND EXTRA WORK

33.1 The Marine Institute, or the Manager, without invalidating the Contract, may make changes to the Work or may require the Contractor to do extra Work by supplying services not included in the original scope of the Work or may add buildings to or delete building from the Contract.

33.2 Additional Work or changes in the Work shall not be started until the Manager's written approval has been obtained. No payments will be made for additional Work unless such prior approval was received.

33.3 If any approved change in the Work or extra Work causes an increase or decrease in the cost of carrying out the Work in comparison with what the Contractor's cost would have been had no change been made in the Work, payment to the Contractor shall be adjusted as follows:

a) To the extent that they are appropriate, unit prices or lump sum prices in the Contract shall apply.

b) To the extent that there are not, in the opinion of the Manager, appropriate unit prices or lump sum prices in the Contract, adjustment shall be made on the basis of lump sums or unit prices agreed upon by the Marine Institute and Contractor for such approved changes in the Work or extra Work.

34. SERVICE LEVEL

- 34.1 The Contractor shall respond to non-Emergency Service calls within 24 hours and within normal working hours.
- 34.2 The Contractor shall respond within 2 hours to Emergency Service calls both during and after normal working hours.

35. CLEANING-UP

- 35.1 The Contractor shall at all times, to the satisfaction of the Manager, keep the work area in a clean condition and free from accumulations of waste material or rubbish caused by their employees or the Work.

36. SECURITY CLEARANCES AND CERTIFICATE OF CONDUCT

- 36.1 In accordance with clause 20.7, the Contractor must inform their employees that a security clearance may be required. The Contractor will be solely responsible for the cost of any security clearance.
- 36.2 The Contractor shall replace any employee not receiving a satisfactory security clearance.
- 36.3 The Contractor's employee(s) must supply a Certificate of Conduct for the prior two (2) years.

37. PERFORMANCE EVALUATION

- 37.1 The Contractor's performance will be evaluated in accordance with the Public Procurement Regulations, under the Public Procurement Act (O.C. 2018-029), section 26 of the Regulations. Contractors may be required to maintain a certain performance rating to bid. Contractors whose performance on previous contracts falls below the required minimum may have their bid disqualified.

38. INTENT OF CONTRACT

- 38.1 This Contract is generally intended to include unit price work of a minor and/or emergency nature. Work of a more extensive nature may be authorized under this Contract but will normally be awarded through a separate request for quotes or public Request for quote for bids at the sole discretion of the Marine Institute. In such instances, the Contractor will be given opportunity to submit a quote/bid.
- 38.2 At all times the Marine Institute reserves the right to use its own forces to perform work when deemed appropriate by the Manager.

39. CONTACT INFORMATION

- 39.1 The Contractor shall supply the names and telephone numbers of Contractor personnel to the Manager so that, in the event Emergency Service is required, the Manager or designate may contact the such personnel directly.

40. WORK BY OTHERS

40.1 There may be occasions when equipment malfunction and breakdown may occur as a result of ordinary wear and tear or other cause. The Marine Institute, at its sole discretion, reserves the right to use its own forces or other service contractors to make repairs in such cases.

41. GUARANTEE

41.1 The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the date of approval of completion of each particular item of work.

42. SUBCONTRACTORS

List all Subcontractors to be used in the Work (add additional pages if required).

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:	
GST/HST #	
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). The bidder hereby certifies that the prices are not in excess of those charged to anyone else, including their most favoured customer, for like quantity and quality of items.

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. Prices must include all packing, cartage and loading charges, unless otherwise specified in the Open Call.

4. Addenda

The bidder is deemed to have read and accepted all addenda issued by the Marine Institute. 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, or if no addenda were issued by writing the word “**None**”, on the following line:

_____. 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 Marine Institute to the advisers retained by the Marine Institute 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 Marine Institute, 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.

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 COMPLETING 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, all travel and carriage costs, all insurance costs, all costs of delivery to the Marine Institute, 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.

DESCRIPTION	HOURLY RATE
JOURNEYMEN	\$
1st year apprentice - 55% of the quoted rate/hour Journeymen	\$
2nd year apprentice - 65% of the quoted rate/hour Journeymen	\$
3rd year apprentice - 75% of the quoted rate/hour Journeymen	\$
4th year apprentice - 90% of the quoted rate/hour Journeymen	\$

Note: The Contractor will be paid based on actual hours requested and worked. No specific number of hours are guaranteed.

2. THE DELIVERABLES:

Standing Order for the supply of HVAC Services
as per specifications listed in Appendix A

Delivery Timeframe/Date: _____

3. MANDATORY SUBMISSION REQUIREMENTS

1. **Cover page**
Indicating Open Call number, title, date, and bidders legal name and address
2. **Submission Form (Appendix B)**
Each bid must include a Submission Form (Appendix B)
3. **Specification Form (Appendix A)**
As per instructions on form
4. **Pricing Form (Appendix C)**
Each bid must include Pricing Form (Appendix C) according to the instructions contained in this Appendix.