



UNIVERSITY

**DEPARTMENT OF FACILITIES
MANAGEMENT**

LIMITED CALL FOR BIDS

FOR

**TFM-018-23 Aquarena
Facilities Upgrades Project
Environmental Consultant
Procurement**

Issued Date: Friday, March 17, 2023 @ 03:00 PM NST

Submission Deadline: Thursday, March 30, 2023 @ 03:00 PM NST

REQUEST FOR LIMITED CALL FOR BIDS (OCB) INFORMATION SHEET

Request for Limited Call for Bids			
Title:	AQ-004-19 Aquarena Facilities Upgrades Project (Environmental Consultant Procurement)		
Limited Call #:	TFM-018-23	Issue Date:	2023/03/17
Questions Deadline:	72 hours prior to close time	Closing Date & Time & : Bid Submission Format:	Thursday, March 30, 2023 @ 3:00 PM NST Time opencalls@mun.ca
Bids Irrevocable Period after Submission Deadline:			45 days
<p>Electronic copies of plans and specifications are now available at no charge at MERX: www.merx.com, BIDS: www.bids.ca, PODS: www.pods.net and https://www.mun.ca/finance/strategic_procurement/ .</p> <p>Bid Submission: Responses to this solicitation must be submitted by email, as a single Adobe Acrobat (.pdf) file, to opencalls@mun.ca. Email subject line must read: BID SUBMISSION: Open Call number and name. For example: BID SUBMISSION: TFM-123-20 Renovations to Main Campus.</p>			
Inquiries and Communication:			
<p>Inquiries and communication: Strategic Procurement Office, Memorial University of Newfoundland, opencalls@mun.ca. Inquiries accepted only via email. No phone calls will be accepted. Please reference open call Title and Limited Call # from above, ie: TFM-018-23 AQ-004-19 Environmental Consultant in subject line. Emails not containing this requirement information in the subject line will NOT receive a response.</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

Perched on Canada's North Atlantic coast, Memorial University of Newfoundland is a destination for discovery. A beacon for the 21st-century explorer, Newfoundland and Labrador's university is a unique learning community founded as a living memorial to those who lost their lives in the First World War — "that in freedom of learning their cause and sacrifice might not be forgotten." Today more than 18,000 students from nearly 110 countries come together to discover. From the classics to advanced technology, the university offers certificate, diploma, undergraduate, graduate and postgraduate programs across five campuses, numerous locations and online. A global network of almost 95,000 accomplished alumni throughout the world strengthens Memorial University's capacity and reputation for leadership in world-class research, teaching and public engagement.

**LIMITED CALL AND ACCEPTANCE FORM
FOR
STIPULATED PRICE CONTRACT**

NOTICE TO BIDDERS:

Memorial University has changed the Limited Call and Acceptance Form for Stipulated Price Contracts.

Please ensure full review and full completion of all sections and appendices prior to submission.

Bid For: _____

Bid Submission: Responses to this solicitation must be submitted by email, as a single Adobe Acrobat (.pdf) file, to opencalls@mun.ca. Please note: File size cannot exceed 15 MB. Otherwise server may reject bid due to size **Email subject line must read: BID SUBMISSION: Limited Call number and name.**
For example: BID SUBMISSION: TFM-123-20 Renovations to Main Campus

To: Email: opencalls@mun.ca

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

1. PART 1 – INSTRUCTIONS TO BIDDERS

1.1. Owner: Having carefully examined the site and all conditions affecting the proposed work as well as the Bid Documents including the Drawings and Specifications, all Addenda and the Instructions to Tenderers, I/We, the undersigned, hereby offer to furnish all necessary labour, materials, superintendence, plant, tools, equipment, etc., required to complete all work requisite and necessary for the proper execution of this Contract, expeditiously and in the satisfactory manner and accept in full payment therefore a stipulated sum of:

- A. Subtotal: _____ **(HST Included)**
- B. Sum of Allowances: _____ **N/A (HST Included)**
- C. Total:(\$ (A + B)) _____ **(HST included)**

in Lawful money of Canada.

1.2. I/We agree to commence work within two (2) weeks after the acceptance of my/our Bid and complete the work in _____ weeks from the acceptance of the Bid and to coordinate the scheduling of our work with that of all Subcontractors working on the

Project. The time of completion indicated herein is required and will be a significant factor in assessing bids.

- 1.3. My/Our bid shall remain in force for forty-five (45) days after the closing date for bids.**
- 1.4.** I/We enclose herewith the following copy of our bid Surety if required by the Instructions to bidders. Original copies of Bid Bond, Certified Cheque, or Bank Draft to be sent by mail to the above noted address:
- a) A Bid Bond in an acceptable form and correct amount issued by a company licensed to carry on such a business in the Province of Newfoundland and Labrador; OR
 - b) A Certified Cheque in the correct amount.
 - c) A Bank Draft in the correct amount.
- 1.5.** In the event of this Bid being accepted within the time stated in Clause 3 above and our failure to enter into a contract in the form hereinafter mentioned for the bid amount, the said security may, at the option of the Owner, be forfeited. The forfeiting of the security does not limit the right of action of the Owner against us for our failure or refusal to enter into a contract.
- 1.6.** I/We understand that the Performance Bond, Labour and Materials Bond and Insurances as required by the Contract Documents must be provided and in force prior to the commencement of any work and satisfactory proof of such be provided to the Owner.
- 1.7.** I/We recognize the right of the Owner to reject any and all Bids and that the lowest Bid may not necessarily be accepted.
- 1.8.** I/We understand that my/our Bid will be subject to rejection unless it is prepared in strict accordance with all the requirements of the Limited Call Documents.
- 1.9.** I/We confirm that the sums herein Bid include all taxes, **(including HST)**, royalties, custom duties, foreign exchange charges, transportation, travelling costs, and all overhead and profit, all coordination fees, insurance premiums and all other requisite charges.
- 1.10.** To ensure consistency and quality in the information provided to bidders the Owner shall provide, by way of amendment to this Limited Call for Bids, in the form of an addendum, any relevant information with respect to the Limited 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 Limited 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 Limited Call updates. Bidders are solely

responsible for ensuring they are aware of and have complied with all amendments by bid 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 Limited Calls as a matter of courtesy. This does not relieve any Bidder of their responsibility to ensure all addenda has been received.

I/We hereby acknowledge receipt of the following Addenda: **(List individually the numbers of each Addendum received in the blank space provided).**

NOTE: FAILURE TO COMPLETE “TABLE 1.10: ADDENDA RECEIVED” LOCATED BELOW SHALL RESULT IN BID DISQUALIFICATION

TABLE 1.10: ADDENDA RECEIVED

1.11. No Prohibited Conduct

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

1.12. 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 Limited Call process, including with respect to the evaluation of this bid.

1.13. Bid Irrevocable

The bidder agrees that its tender shall be irrevocable for a period of **45 days** following the Submission Deadline.

- 1.14.** 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 Limited call number and name. **Bidders may revise their bid by email: opencalls@mun.ca** The Owner does not accept any responsibility for any bids or amendments 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.

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 Limited Call for Bids and information from any other source shall be considered unofficial and may not be correct.

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.

I/We hereby authorize the Owner to release names of Subcontractors, Suppliers and Manufacturers used in my/our Bid including those as listed in Appendix "A", where such information is requested from the Owner.

- 1.15.** I/We understand that Bids that do not list major Subcontractors and Suppliers and Manufacturers where required in Appendix "A" may be rejected.
- 1.16.** I/We reserve the right to substitute other Subcontractors and/or Suppliers and/or Manufacturers for any Subcontractor or Suppliers or Manufacturer withdrawing their Bid or becoming bankrupt after the date hereof. Any such substitutes shall be subject to the approval of the Owner and contingent upon evidence of withdrawal or bankruptcy satisfactory to the Owner.
- 1.17.** I/We agree that upon approval by the Engineer/Architect, the Owner shall have the right to take possession of any part of the work upon its completion, except for minor deficiency items, and that such possession shall not necessarily constitute acceptance of that part of the work.
- 1.18.** I/We understand and agree that the Owner may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the Contract Documents.
- 1.19.** I/We understand and agree that the Unit Price Table in Appendix "B" must be completed where indicated and the total amount included in my/our stipulated price for the total performance of the work under Clause 1.1 of the Bid and Acceptance form. I/We understand that the Unit Prices include all costs and charges of every kind, including overhead and profit, to perform the items of work listed in

Appendix "B". I/We also understand that these same Unit Prices will be used for additions or deletions to the actual measured quantities.

- 1.20.** When Appendix "C" is included in the Limited Call, I/we understand that bids which do not list project references, where required in Appendix "C", will be rejected.
- 1.21.** In order for a Bid to be valid for acceptance, duly authorized officials as indicated in the Instructions to Bidders must sign it. 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 the Bidder Contact Page. Any bids received without the Bidder Contact Page completed will be deemed non-complaint.**
- 1.22.** I/We agree that the contract is subject to 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 Limited Call.
- 1.23.** Confidential Information of the Owner
- All information provided by or obtained from the Owner in any form in connection with this Limited Call either before or after the issuance of this Limited 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 Limited 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.
- 1.24.** I/We agree that this procurement process is subject to the **Access to Information and Protection of Privacy Act, 2015**. 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 Limited 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 Limited Call, questions are to be submitted to the Limited 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>.

1.25. I/We agree that the financial value of the contract resulting from the procurement process will be publicly released as part of the award notification process.

1.26. 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

2. PART 2 – EVALUATION

2.1. 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.

Stage II – Pricing

Stage II will consist of a review of the submitted pricing of each compliant bid in accordance with pre-tender estimates (if performed) and in relation to other bids. The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

2.2. No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the Limited 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.

2.3. 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	\$105,700	\$105,700	\$264,200	\$100,000

2.4 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 Limited 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.

2.5 Failure to Enter into Agreement

If a selected bidder fails to execute the Agreement or satisfy the pre-conditions of award listed in the Limited 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.

2.6 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.

3. PART 3 – TERMS AND CONDITIONS

3.1 General Information and Instructions

3.2 Limited Call Incorporated into Bid

All of the provisions of this Limited 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 Limited 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 Limited call. Where information is requested in this Limited Call, any response made in a bid should reference the applicable section numbers of this Limited 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. (Added to alternate version of Roofing tender forms)

3.7 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.

3.8 Bid to be Retained by the Owner

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

3.9 Communication after issuance of Limited call - Bidders shall promptly examine all of the documents comprising this Limited 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 Limited Call Contact shall be deemed to be received once the email has entered into the Limited Call Contact's email inbox. No such communications are to be directed to anyone other than the Limited 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 Limited 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 Limited Call or its process.

3.10 All New Information to Bidders by Way of Addenda

This Limited 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 Limited Call, such information will be communicated to all bidders by addenda. Each addendum forms an integral part of this Limited Call and may contain important information, including significant changes to this Limited Call. Bidders are responsible for obtaining all addenda issued by the Owner. In section 1.10 (Table 1.10), bidders MUST confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.11 Addenda and Extension of Submission Deadline

Any addendum added within Four (4) calendar days of the Limited Call for Bids closing (Including on closing day) will extend closing by a reasonable period to be determined by Memorial University

3.12 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 Limited Call.

3.13 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 Limited Call will be publicly posted at https://www.mun.ca/finance/strategic_procurement/. There will be no issuing of regret letters.

3.14 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 Limited 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.

3.15 Supplier Complaint Process

If a bidder wishes to register a complaint with respect to the Limited 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.

3.16 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 Limited Call, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where in relation to the Limited 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 Limited Call process (including but not limited to the lobbying of decision makers involved in the Limited Call process), or (iii) engaging in

conduct that compromises, or could be seen to compromise, the integrity of the Limited and competitive Limited Call process or render that process non-competitive or unfair.

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

3.17 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 Limited Call.

3.18 Bidder Not to Communicate with Media

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

3.19 No Lobbying

Bidders must not, in relation to this Limited 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).

3.20 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 Limited Call.

3.21 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 in regard to non-compliant or substandard performance in accordance with section 26 of the *Public Procurement Regulations*.

3.22 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 Limited Call provided that those changes are issued by way of addendum in the manner set out in this Limited 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 Limited Call consider any other relevant information that arises during this Limited call process;
- (e) waive minor irregularities and formalities and accept bids that substantially comply with the requirements of this Limited 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 Limited Call process at any stage;
- (j) cancel this Limited Call process at any stage and issue a new Limited 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.

3.23 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 Limited 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.

3.24 Governing Law and Interpretation

These Terms and Conditions of the Limited 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.

3.25 Facility Compliance Requirement

- (a) Equipment, power tools, instruments and appliances intended for use within the 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 Limited 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.

Stipulated Price Contract
Bid and Acceptance Form

(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.

BIDDER CONTACT PAGE

See Clause 1.21, for Electronic Signature acceptance
(Please Print)

Bid For: _____

Contractor's Full Business Name

Contractor's Full Business Mailing Address

Phone No. _____ Email: _____ Fax No. _____

Attested to and delivered on behalf of the Bidder this _____ day of _____, 20_____.

Signature(s)

Title(s)

(Signature)

(Please Print)

(Print Name)

CORPORATE SEAL:

Accepted on Behalf of Memorial University of Newfoundland:

Signature(s)

Title(s)

(Signature)

(Please Print)

(Please Print)

I have the authority to bind the bidder.

**IN COMPLETING THIS PAGE AND SUBMITTING YOUR BID, THE PROPONENT
ACKNOWLEDGES HAVING READ, UNDERSTOOD AND**

**AGREED TO THE TERMS AND CONDITIONS OF THIS DOCUMENT.
BIDDERS MUST COMPLETE THE BIDDER CONTACT PAGE. ANY BIDS RECEIVED
WITHOUT THE BIDDER CONTACT PAGE COMPLETED WILL BE DEEMED NON-
COMPLIANT.**

APPENDIX A

1.0 GENERAL PROVISIONS

- 1.1 The scope of work will consist of developing a Designated Substance and Hazardous Materials Survey Report by conducting a project-specific pre-renovation Designated Substance and Hazardous Materials Survey, developing scope of work and auditing of abatement at Aquarena, located at 17 Westerland Rd, Memorial Aquarena, St. John's, NL (herein referred to as the "Project Area").
- 1.1 The scope of work shall be of hazardous materials abatement on the St. John's campus, specifically the Aquarena building as part of the major renovation and addition being constructed for the Canada Games.
- 1.2 A non-mandatory site walkthrough for all proponents is scheduled for Thursday March 23, 2023 at 10:00am.
- 1.3 Project Schedule:
- | | |
|----------------------------------|--|
| Environmental Consultant Tender: | March 16 – March 30 th , 2023 |
| Tender Review and Award: | March 31 – April 7, 2023 |
| Survey, testing and sampling: | April 10 – April 21, 2023 |
| DSS Report and Scope of Work: | April 24 – May 12, 2023 |
- 1.4 The work is to be carried out in accordance with good industry practice and MUN's Health and Safety Policy and Procedures.

2.0 SCOPE OF WORK

- 2.0.1 This Scope of Work is a broken down into three sections.
- Section 2.1: Development of the Designated Substance and Hazardous Materials Report including sampling and testing.
- Section 2.2 Development of the specifications for tender.
- Section 2.3 Inspections and testing during the abatement process.
- 2.1 Developing a Designated Substance and Hazardous Materials Survey Report and complete testing and sampling of the entire construction area. Designated Substance and Hazardous Materials Survey Report (DSS report)
- 2.1.1 Identify specified hazardous materials required to be abated based on renovation work outlined in 80% construction document drawing package.
- 2.1.2 The objective of the survey is to identify potential environmental considerations associated with the Project Area and provide recommendations, as necessary, to fulfil requirements set forth in applicable Environmental Protection Acts and Regulations including but not limited to Newfoundland and Labrador Regulations, Asbestos Abatement Regulations, Occupational Health and Safety Act and.
- 2.1.3 Survey to be completed to assess project-specific locations that are expected to undergo renovations. Survey to include an intrusive investigation for the presence of Designated Substances including; Acrylonitrile, Asbestos (friable and non-friable, Lead, Mercury, urea formaldehyde foam, radioactive elements, Vinyl Chloride Monomer and for Hazardous Materials including; Polychlorinated Biphenyls (PCBs), Ozone Depleting Substances (ODS), Other Hazardous Materials
- 2.1.4 Report to include the following information:
- a. Contents to include; general and related work, site conditions, schedule, supervision, quality assurance, regulations, notification, submittals, waste transport and disposal, products, execution.
 - b. Summarize in table format the required abatement work including system, material, location and description, quantity to be removed, type of hazardous material and abatement procedure required.
 - c. Include safety precautions during abatement including specifics for each type of abatement.
 - d. Digital PDF floor plans must be provided revealing the locations of where each type of hazardous material is located based on type and material as part of the DSS Report. For example: one floor plan would identify all areas where asbestos flooring has been confirmed through sampling and testing, a separate floor plan would identify all asbestos containing ACT, a third floor plan will

identify all areas where lead based paint locations, etc. Electronic CAD/PDF files will be provided for this work.

2.1.2. Testing and Sampling

Review of existing documentation, complete site visit(s) to conduct project specific destructive testing of all materials within the construction project areas including but not limited to flooring, gypsum board mud, parging, ACT, paint etc. Also include travel time, mileage, scheduling and bulk sampling collection.

Testing for hazardous materials to include; Asbestos, Mould, Lead, Mercury, Silica, Polychlorinated Biphenyls (PCB's), Ozone Depleting Substances (ODS's), other designated substances and hazardous materials

2.2 Specification Development

2.2.1 Develop a scope of work document to be included in the main construction projects specifications for the required abatement work identified in the DSS Report. Scope of work to be developed in accordance with the General National Master Specifications.

2.2.2 Summarize in table format the required abatement work including system, material, location and description, quantity to be removed, type of hazardous material and abatement procedure required.

2.2.3 Include safety precautions during abatement including specifics for each type of abatement procedure. Contents to include general and related work, site conditions, schedule, supervision, quality assurance, regulations, notification, submittals, waste transport and disposal, products execution.

2.3 Abatement Review Process

2.3.1 The Environmental Consultant shall,

- a. Complete scheduled inspections of all abatement work being completed in accordance with the specifications and related Health and Safety Standards and protocols.
- b. Observe and record all testing required during construction to ensure the work is being tested in accordance with the specifications and related Health and Safety standards and protocols.
- c. Complete inspection reports for each site visit during construction. Information within the site reports to include the location number, materials and quantity removed, abatement procedures followed, type of inspection, date, time and photographs. Complete reports to be submitted to the Project Manager, Major Capital Projects, FED or designate.

3.0 CONSULTANT QUALIFICATIONS

3.1 The Consultant shall have a demonstrated experience in hazardous materials consulting.

3.2 The Consultant shall ensure the work is managed by a "qualified person" , in accordance with the Newfoundland and Labrador Regulation 111/98 Asbestos Abatement Regulations, 1998A "qualified person" means a person who has successfully completed a course in asbestos abatement acceptable to the assistant deputy minister of Occupational Health & Safety Division according to Schedule "a" of the Asbestos Abatement Regulations, 1998

3.3 The Consultant shall ensure that the person who manages (the supervisor) the work has at least five (5) years' experience in hazardous materials

3.4 The Consultant shall not change the supervisor of the work without the prior approval and consent of the Project Manager, Major Capital Projects, FED or designate. The proposed replacement supervisor shall have equivalent experience and qualification as those proposed in this submission. Acceptance of the replacement is at the discretion of the Project Manager, Major Capital Projects, FED or designate.

3.5 The Consultant shall ensure that all Consultants employees who carry out the work on the Aquarena have a demonstrated experience and training in hazardous materials sampling and abatement management.

4.0 BULK SAMPLING

4.1 Bulk Sampling Procedures

Bulk samples shall be collected and stored in accordance with standard industry practice and procedures to protect the sampler and other building occupants from possible exposure to the hazardous material.

4.2 Laboratory Analysis of Asbestos

Laboratory analysis of bulk samples for asbestos content and type by polarized light microscopy (PLM) or transmission electron microscopy (TEM). Bulk sample analyses shall use PLM unless TEM is specified

The following methods are acceptable for bulk asbestos analyses by polarized light microscopy (PLM):

- NIOSH (National Institute for Occupational Safety and Health) Method 9002 Asbestos (bulk) by PLM;
- EPA (Environmental Protection Agency) Test Method for the Determination of Asbestos in Bulk Building Materials (EPA/600/R-93/116, July 1993); and,
- EPA Research Method for Sampling and Analysis of Fibrous Amphibole in Vermiculite Attic Insulation (EPA/600/R-04/004, January 2004).

4.3 Asbestos Bulk Sample Results

The DSS report shall include documentation on the bulk sampling for all hazardous materials. Documentation shall include the sample numbers, the sample locations, the materials sampled, the sampling date, and the methodology and results of the sampling and analysis. Identify for each sample: the type of hazardous material present (if any) and the percentage; and the identity of other fibrous materials and matrix materials (if known).

For asbestos testing, the documentation shall include a copy of PLM or TEM laboratory reports/certificates, signed by the microscopist, for all bulk samples analyzed, as well as a summary of results.

4.3 Laboratory Analysis of Lead Based Paint

Laboratory analysis of bulk paint samples for lead content by flame atomic absorption spectrometry (FLAAS) or inductively coupled plasma – mass spectrometry (ICPMS). Bulk sample analyses shall use FLAAS unless ICPMS is specified.

The following method is acceptable for bulk asbestos analyses by flame atomic absorption spectrometry (FLAAS):

EPA (Environmental Protection Agency) Method SW-846 Method 3050B Acid Digestion of Sediments, Sludges, and Soils (EPA SW-846 3rd Ed. Method No. 3050B/Method No. 7420)

4.4 Lead Based Paint Bulk Sample Results

Each lead sampling report shall document the sample numbers, the sample locations, the colour of the paint sampled, the sampling date, and the methodology and results of the sampling and analysis. Each report will identify for each sample the concentration of lead in % by weight units.

For lead based paint testing and analysis documentation shall include a copy of the FLAAS or ICPMS laboratory reports/certificates signed by the analyst, as well as a summary of the results.

5.0 LABORATORY CERTIFICATIONS

5.1 Laboratories analyzing bulk sampling by polarized light microscopy (PLM) shall be accredited by either:

- The National Voluntary Laboratory Accreditation Program (NVLAP); or,
- The American Industrial Hygiene Association, Industrial Hygiene Laboratory Accreditation Program (IHLAP).

5.2 Laboratories analyzing bulk samples by transmission electron microscopy (TEM) shall be accredited by the National Voluntary Laboratory Accrediting Program (NVLAP).

5.3 Laboratories analyzing samples for asbestos in air by phase contrast microscopy (PCM) shall have a recognized Quality Assurance Program for PCM analysis. A

description of the Quality Assurance Program shall be provide to the Project Manager, Major Capital Projects, FED or Designate.

- 5.4 Laboratories analyzing lead based paint samples shall be accredited by the American Industrial Hygiene Association Industrial Hygiene Laboratory Accredited Program (IHLAP).

6.0 LABORATORY TURNAROUND TIMES

- 6.1 Regular laboratory turnaround time for bulk sample analysis by PLM or TEM shall be not more than five (5) working days after the sample is receive t the laboratory. Reports shall be made available on the next working day after the 5th day.
- 6.2 The normal working days for most commercial laboratories are Monday to Friday, excluding statutory holidays. The consultant shall disclose the use of laboratory services outside of Newfoundland which may observe different statutory holiday schedules.
- 6.3 The Consultant shall use laboratories that provide a 24 hour RUSH turnaround (IE results available 24 hours after the sample is received at the laboratory) for bulk sample analysis by PLM or TEM, as long as the analytical period falls within normal working days. Reports shall be made available on the next working day.
- 6.4 The Consultant shall utilize laboratories that provide a “same-day” RUSH turnaround (ie: results available by the end of the working day that the sample is received at the laboratory) for bulk sample analysis by PLM or TEM, as long as the sample is received before 1:00pm. Samples received after 1:00pm shall be reported by 10:00am the following regular working day.
- 6.5 The Consultant shall utilize a laboratory with a turnaround time of less than 3 hours for asbestos analysis in air by PCM for written reports. Reports shall be provided with 3 hours of the final collection of the sample(s)
- 6.6 The RUSH laboratory turnaround time for asbestos analysis in air by PCM shall be 4 hours after the sample is collected, provided the sample is received prior to 3:00pm. Samples received after 3:00pm shall be made available on the next working day.

7.0 SUBMITTALS

Within ten (10) days of the award of the standing offer, the Consultant shall provide the following to the Project Manager, Major Capital Projects, FED or designate:

- The name of the person who will project manage the work on behalf of the Consultant.
- The name of the person who will be completing the field work on behalf of the Consultant.
- A copy of the training records for the Consultant’s project manager.
- A copy of the training records for each of the Consultant’s personnel that will be used to carry out work in the Aquarena.
- A list of the Consultant’s emergency contact names and phone numbers.
- A copy of a current WHSCC letter of good standing.
- Copies of insurance certificates for the insurance coverage required under the contract.
- Copies of the required laboratory certifications and a description of Quality Assurance Programs for the Consultant’s own or subcontractor’s laboratories that will carry out bulk sample analysis by PLM or TEM and/or analysis for asbestos in air by PCM.

8.0 REGULATORY REQUIREMENTS

The work shall be completed in accordance with all applicable Federal and Provincial acts, regulations, guidelines, standards, policy directives and codes of practice pertaining to sampling strategies.

9.0 NORMAL WORKING HOURS

The Aquarena’s hours of operation for Spring is as follows:

Monday - Thursday: 5:45am - 10:00pm
 Friday: 5:45am - 8:00pm
 Saturday: 7:45am - 8:00pm
 Sunday: 7:45am - 8:00pm

10.0 IDENTIFICATION

All Consultants' personnel employed under this Contract shall carry and display identification at all times when in the Aquarena.

11.0 WEARING APPAREL

The Consultant's personnel shall present a neat and clean appearance when in the Aquarena.

12.0 USE OF SITE

There is generally no restriction on when the work can be performed in public areas of the University. However, all work within the Aquarena is to be scheduled through the Project Manager, Major Capital Projects, FED or designate.

The Consultant shall become familiar with University's rules regarding smoking, off-limit areas, hard hat areas, etc., and shall strictly observe these rules. The Consultant and its personnel shall become familiar with University's Health and Safety Management System which shall form part of this Contract.

13.0 DAMAGE TO EXISTING SURFACES

The Consultant shall minimize damage to existing materials and surfaces in and on the Aquarena building during the performance of the work.

Where possible, bulk samples should be collected from areas of materials and surfaces that are already damaged.

In any areas where samples are taken and where materials are left exposed, materials shall be covered or taped as necessary.

Where possible, bulk samples should be collected from areas of materials and surfaces that are not in prominent view or which can be readily concealed (e.g., behind baseboards).

Before collecting bulk samples in visually prominent areas of the Aquarena, the Consultant will discuss alternative sampling locations with the Project Manager, Major Capital Projects, FED or designate

14.0 CLEAN UP OF WORK AREAS

The Consultant shall ensure that work areas are kept clean and tidy at all times throughout the work period.

The Consultant shall be responsible to immediately clean up any debris or rubbish generated during the performance of the work and remove from the site.

No additional payment will be provided for clean-up of work areas.

15.0 INVOICING

The Consultant shall bill work based on phasing of the project. Invoicing for payment once each of the following sections of work has been completed and reports submitted satisfactorily:

1. Designated Substance and Hazardous Materials Survey completed and report submitted to the Project Manager, Major Capital Projects, FED or designate.
2. Scope of work and Specifications developed and submitted to Prime Consultant to be included in the main Construction Tender Package.
3. Inspections of abatement work completed and reports submitted to Project Manager, Major Capital Projects, FED or designate on a monthly basis.

The Consultant shall submit for payment invoices for completed work within ten (10) working days of the approved completion of such section of work. Invoices shall be submitted to FMAAdmin@mun.ca.

Itemized invoicing will be required and Harmonized Sales Tax (HST) shall be shown separately on the invoice.

Failure to comply with the terms of invoicing could delay payment of the invoice and could be due cause for termination of the Contract after notice in writing has been given.

16.0 LIABILITY INSURANCE

In addition to any other insurances that the Consultant must maintain to satisfy the conditions of this Contract, an Environmental Impairment Liability insurance to the value of \$2,000,000 must be in place. This will cover environmental damages which could be caused from the discovery/disturbance of asbestos.

17.0 CONTRACTOR SAFETY MANAGEMENT

- 17.1 Consultants are considered Contractors when completing work on site such as sampling.
- 17.2 All Contractors 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.
- 17.3 All Contractors and Subcontractors shall be required to review and follow all requirements of the MUN Contractor Safety Management Element.
https://www.mun.ca/health_safety/OHSMS/Contractor_Safety_Management_v1.pdf
- 17.4 Prior to Contract award, the Contractor will be required to provide the Information requested in 17.4.2. below.
- 17.4.1 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.
- 17.4.2 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;
 - e. Companywide organization flow chart
- 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.
- 17.5 The Owner reserves the right to request and audit the full safety program of Contractors and Subcontractors and their associated documentation. This documentation may include, but not be limited to the following:
- a. 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.
- 17.6 The Owner reserves the right to refuse or cancel any contract with a Contractor that is not in compliance with Memorial's standards for Safety.
- 17.7 The Owner 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.
- 17.8 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/

APPENDIX "B" PRICING FORM

1. If the sum of all items bid on this bid is in excess of \$100,000.00 (HST included) refer to Item No. 1.4.0 Bid Surety in the Instruction to Bidders section of the General Conditions and Agreement Between Owner and Contractor for The Stipulated Price Contract to include correct bid surety.
2. Rates must be provided in Canadian Funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
3. Rates quoted by the bidder must be all-inclusive and must include labour 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.

Signature

Title

Date

TABLE 1: UNIT RATES AND UNIT HOURLY RATES

All quantities shown are for comparative purposes only. Actual number of units will vary based on program proposed by the successful Vendor. Unit rates include provision of all necessary human resources, tools, sampling and analytical equipment, materials, travel costs, shipping, expenses, overhead and profit. Unit rates include provision for access to heights using ladders to a limit of 10' above the floor, access above 10' will be provided by the Owner. Unit hourly rates include provision of human resources, overhead and profit. Hourly rates must not be less than the minimum wage as per Provincial Labour Regulation's.

Item #	Description of Work	Units	Unit Cost (\$)	Total Cost (\$) (Unit Cost x Quantity)
1.	Designated Substance and Hazardous Materials Survey (DSS) including testing and sampling and preparation of DSS Report.	Lump sum		
2.	ACM bulk sample collection, handling and shipping. Cost for each bulk sample	100		
3.	Specification Development	Lump sum		
4.	Unit cost per Inspection for required abatement procedures	50		

TABLE 1: UNIT RATES AND UNIT HOURLY RATES

All quantities shown are for comparative purposes only. Actual number of units will vary based on program proposed by the successful Vendor. Unit rates include provision of all necessary human resources, tools, sampling and analytical equipment, materials, travel costs, shipping, expenses, overhead and profit. Unit rates include provision for access to heights using ladders to a limit of 10' above the floor, access above 10' will be provided by the Owner. Unit hourly rates include provision of human resources, overhead and profit. Hourly rates must not be less than the minimum wage as per Provincial Labour Regulation's.

Item #	Description of Work	Units	Unit Cost (\$)	Total Cost (\$) (Unit Cost x Quantity)
5.	Unit cost per air test required during required abatement procedures	50		
SUBTOTAL				
HST				
TOTAL				

Bid For: TFM-018-23 Aquarena Facilities Upgrade

AQ-004-19

Bid Submission: Responses to this solicitation must be submitted by email, as a single Adobe Acrobat (.pdf) file, to opencalls@mun.ca. Please note: File size cannot exceed 15 MB. Otherwise server may reject bid due to size **Email subject line must read: BID SUBMISSION: Limited Call number and name.**
For example: BID SUBMISSION: TFM-123-20 Renovations to Main Campus

To: Email: opencalls@mun.ca

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

1. PART 1 – INSTRUCTIONS TO BIDDERS

1.1. Owner: Having carefully examined the site and all conditions affecting the proposed work as well as the Bid Documents including the Drawings and Specifications, all Addenda and the Instructions to Tenderers, I/We, the undersigned, hereby offer to furnish all necessary labour, materials, superintendence, plant, tools, equipment, etc., required to complete all work requisite and necessary for the proper execution of this Contract, expeditiously and in the satisfactory manner and accept in full payment therefore a stipulated sum of:

A. Subtotal:	<u> \$33,453.50</u>	(HST Included)
B. Sum of Allowances:	<u> N/A</u>	(HST Included)
C. Total:(\$ (A + B)	<u> \$33,453.50</u>	(HST included)

in Lawful money of Canada.

1.2. I/We agree to commence work within two (2) weeks after the acceptance of my/our Bid and complete the work in 3 weeks from the acceptance of the Bid and to coordinate the scheduling of our work with that of all Subcontractors working on the

responsible for ensuring they are aware of and have complied with all amendments by bid 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 Limited Calls as a matter of courtesy. This does not relieve any Bidder of their responsibility to ensure all addenda has been received.

I/We hereby acknowledge receipt of the following Addenda: **(List individually the numbers of each Addendum received in the blank space provided).**

NOTE: FAILURE TO COMPLETE “TABLE 1.10: ADDENDA RECEIVED” LOCATED BELOW SHALL RESULT IN BID DISQUALIFICATION

TABLE 1.10: ADDENDA RECEIVED
No Addenda Issued

1.11. No Prohibited Conduct

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

1.12. 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 Limited Call process, including with respect to the evaluation of this bid.

1.13. Bid Irrevocable

The bidder agrees that its tender shall be irrevocable for a period of **45 days** following the Submission Deadline.

APPENDIX "B" PRICING FORM

1. If the sum of all items bid on this bid is in excess of \$100,000.00 (HST included) refer to Item No. 1.4.0 Bid Surety in the Instruction to Bidders section of the General Conditions and Agreement Between Owner and Contractor for The Stipulated Price Contract to include correct bid surety.
2. Rates must be provided in Canadian Funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
3. Rates quoted by the bidder must be all-inclusive and must include labour 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.

[REDACTED] s. 40 (1)

Signature

Team Leader, Hazardous Materials

Title

March 30, 2023

Date

TABLE 1: UNIT RATES AND UNIT HOURLY RATES

All quantities shown are for comparative purposes only. Actual number of units will vary based on program proposed by the successful Vendor. Unit rates include provision of all necessary human resources, tools, sampling and analytical equipment, materials, travel costs, shipping, expenses, overhead and profit. Unit rates include provision for access to heights using ladders to a limit of 10' above the floor, access above 10' will be provided by the Owner. Unit hourly rates include provision of human resources, overhead and profit. Hourly rates must not be less than the minimum wage as per Provincial Labour Regulation's.

Item #	Description of Work	Units	Unit Cost (\$)	Total Cost (\$) (Unit Cost x Quantity)
1.	Designated Substance and Hazardous Materials Survey (DSS) including testing and sampling and preparation of DSS Report.			\$6,340.00
2.	ACM bulk sample collection, handling and shipping. Cost for each bulk sample			\$2,600.00
3.	Specification Development			\$5,000.00
4.	Unit cost per Inspection for required abatement procedures			\$14,750.00

TABLE 1: UNIT RATES AND UNIT HOURLY RATES

All quantities shown are for comparative purposes only. Actual number of units will vary based on program proposed by the successful Vendor. Unit rates include provision of all necessary human resources, tools, sampling and analytical equipment, materials, travel costs, shipping, expenses, overhead and profit. Unit rates include provision for access to heights using ladders to a limit of 10' above the floor, access above 10' will be provided by the Owner. Unit hourly rates include provision of human resources, overhead and profit. Hourly rates must not be less than the minimum wage as per Provincial Labour Regulation's.

Item #	Description of Work	Units	Unit Cost (\$)	Total Cost (\$) (Unit Cost x Quantity)
5.	Unit cost per air test required during required abatement procedures			\$400.00
SUBTOTAL			s. 39	\$29,090.00
HST				\$4,363.50
TOTAL				\$33,453.50



Financial and Administrative Services
Memorial University of Newfoundland
310 Elizabeth Ave, St. John's, NL
A1B 1T9

Pinchin Ltd.
27 Austin Street
St. John's, NL, A1B 4C3

May 3, 2023

**RE: TFM-018-23 AQUARENA FACILITIES UPGRADES PROJECT ENVIRONMENTAL CONSULTANT
PROCUREMENT**

PROJECT #: AQ-004-19

Dear Mr. Park,

We are pleased to advise you that you have been successful on the above mentioned Limited Call for the Lump Sum Award amount of **\$33,453.50 (HST included)**. All Terms and Conditions of the Open Call Document apply.

In accordance with the University Purchasing Policy, you must be in receipt of a Purchase Order, which will follow shortly, prior to the commencement of work, as well as the other provisions outlined in this letter below. All invoices must quote the Purchase Order No. and Project No. and must be sent to the attention of Facilities Management at the following address:

**Memorial University of Newfoundland
Facilities Management
Accounts Payable
PO Box 4200
St. John's, NL, A1C 5S7**

OR via email: fmadmin@mun.ca

Commencement of work on this project is conditional upon all required safety documentation being submitted and approved.

Memorial University of Newfoundland looks forward to working with you on this Limited Call.

Sincerely,



s. 40 (1)

Keith Field for Deanne Piercey
Manager Strategic Procurement

Cc: Jayme Bastarache
Project Manager Major
Capital Projects Facilities
Engineering & Development
Department of Facilities
Management

Health and Safety Orientation



www.mun.ca

MAY 2022

Welcome to Memorial University

Memorial is committed to developing, maintaining, implementing and continuously improving a safe and healthy work, teaching and learning environment. Prior to starting work at Memorial it is important that you are aware of the following health and safety information.

Health and Safety Information

Emergency Response

- To report an emergency (dialed from a campus phone, otherwise dial 864-XXXX):
 - St. John's Campus – 4100
 - Health Sciences Centre - 4100
 - Ocean Sciences Centre – 9-911*
 - Marine Institute – 9-911*
 - Grenfell – 2888
- *when utilizing 911, a follow up call should be made to St. John's Campus Enforcement and Patrol (CEP) 4100.

Incident Reporting and MUN Safe

- **All** health and safety incidents must be reported to your Memorial Representative and an incident report completed
- Download the MUN Safe app to quickly access campus resources 24/7 such as emergency push notifications, emergency procedures, incident reporting and more.
 - Report hazard observations and near misses via MUN Safe

First Aid and AEDs

- In case of an injury, first aid kits are located in all office suites and laboratories
- All workplaces have AEDs as well as trained first aid responders, names posted throughout the buildings.

Emergency Evacuations

- Ensure you are aware of the primary and secondary.
- The building fire alarm system can be activated at the nearest fire alarm pull station.
- Emergency evacuation and location plans are posted on each in each building. Exit the building immediately upon activation of the alarm and proceed to the building's assembly point.
 - Mobility impaired individuals must proceed to the nearest stairwell and inform an emergency warden of their location

Working Alone

- If activities involve lone work then a check-in process must be developed in consultation with your Memorial Representative.

Communicable Disease

- Practice good hand hygiene and cough/sneeze into your arm
- Do not come to campus if feeling unwell

Other

- Memorial is a smoke-free campus
- Speed limit on Memorial road is 30 km/hr, be mindful of the many pedestrians on campus
- Obey all posted signage

Contact us

Environmental Health and Safety
Office of the Chief Risk Officer
E: health.safety@mun.ca
www.mun.ca

This is one in a series of informational fact sheets highlighting Environmental Health and Safety.



Purchase Order

Number: **P0190751**

THIS NUMBER MUST BE QUOTED ON ALL DOCUMENTS AND INVOICES

Date: **May 08, 2023**

Page 1 of 1

004-17-01-24

<p>Vendor Pinchin LeBlanc Environmental</p> <p>2360 Meadowpine Blvd, Unit 2 Mississauga, ON, L5N 6S2 Canada</p>	<p>Ships To: Room: FM2031 Facilities Management Memorial University of NL</p> <p>Building: Facilities Mana St.John's NL A1C 5S7 Canada</p> <p>Tender No: AQ-004-19</p> <p>Attn: Jayme Bastarache</p>
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<p>Invoicing Address:</p> <p>MEMORIAL UNIVERSITY OF NEWFOUNDLAND FACILITIES MANAGEMENT ACCOUNTS PAYABLE ST. JOHN'S, NL A1C 5S7 CANADA</p>	<p>Instructions to Suppliers:</p> <ul style="list-style-type: none"> - All taxes must be shown separately - All shipping charges MUST be identified separately if applicable - If a supplier cannot meet the terms of this order, please refer to the Departmental contact at number provided below - We reserve the right to refuse any order not adhering to any of the terms specified on this purchase order. - HST registration number R107690273 - Each shipment must include packing slip
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Item	Commodity	Item Description	U/M	Desc	Qty	Unit Price	Net Amt
1	C0017178	Service Environmental Consulting AQ-004-19 Agreement No: TFM-018-23	EA	EACH	1	\$29,090.00	\$29,090.00

SHIPMENTS FROM OUTSIDE CANADA:

PROPERLY CERTIFIED CUSTOMS INVOICES IN QUADRUPPLICATE MUST BE MAILED DIRECTLY TO FINANCIAL AND ADMINISTRATIVE SERVICES AT THE TIME SHIPMENT IS MADE.

PO Subtotal:	\$29,090.00
Discount:	\$0.00
Freight:	\$0.00
Tax:	\$4,363.50
PO Total:	\$33,453.50

Contact: Keith Field - Strategic	Email: procurement@mun.ca	Phone: 709 864 4605	Required Date: May 08 2023
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Additional Information:	
FOAPAL:	900077 65040 75319 4311