TENDER AND ACCEPTANCE FORM

FOR

STIPULATED PRICE CONTRACT

NOTICE TO BIDDERS:

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

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

________________________________________________________________________________________

Tenders must be submitted in a sealed envelope, clearly marked as to its contents (using the Envelope Cover Page included with this form) and delivered to:

To: Tendering Section
   Adjacent to FM2030, Facilities Management Building
   Department of Facilities Management
   Memorial University of Newfoundland
   St. John’s, NL
   A1C 5S7
   Phone: (709) 864-4479   Fax: (709) 864-3039

NOTE: In the event that the University is closed earlier than normally expected prior to a scheduled tender 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 University at the same time as listed originally.

1. Owner: Having carefully examined the site and all conditions affecting the proposed work as well as the Tender 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. Cash Allowance: (from Section 01 21 00) ______________________ (HST Included)

   C. Total: $(A + B) ________________________________________ (HST included)

   in Lawful money of Canada.

2. I/We agree to commence work within two (2) weeks after the acceptance of my/our tender and complete the work in _______ weeks from the acceptance of the tender 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 tenders.

3. My/Our tender shall remain in force for thirty (30) days after the closing date for tenders.
4. I/We enclose herewith the following Tender Surety if required by the Instructions to Tenderers:

   (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.

In the event of this tender 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 amount of our tender, 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.

5. 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.

6. I/We recognize the right of the Owner to reject any and all tenders and that the lowest tender may not necessarily be accepted.

7. I/We understand that my/our tender will be subject to rejection unless it is prepared in strict accordance with all the requirements of the Tender Documents.

8. I/We confirm that the sums herein tendered 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.

9. I/We hereby acknowledge receipt of the following Addenda: (List individually the numbers of each Addendum received in the blank space provided. If none have been received, write the word none.)

   NOTE: FAILURE TO COMPLETE TABLE 1 WILL RESULT IN DISQUALIFICATION

<table>
<thead>
<tr>
<th>TABLE 1: ADDENDA RECEIVED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
10. I/We hereby authorize the Owner to release names of Subcontractors, Suppliers and Manufacturers used in my/our tender including those as listed in Appendix "A", where such information is requested from the Owner.

11. I/We understand that tenders that do not list major Subcontractors and Suppliers and Manufacturers where required in Appendix “A” may be rejected.

12. I/We reserve the right to substitute other Subcontractors and/or Suppliers and/or Manufacturers for any Subcontractor or Suppliers or Manufacturer withdrawing their tender 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.

13. 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.

14. 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.

15. 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 of the Tender 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.

16. I/We understand that tenders that do not list project references where required in Appendix "C" will be rejected.

17. In order for a tender to be valid for acceptance, it must be signed by duly authorized officials as indicated in the Instructions to Tenderers.

18. I/We agree that the contract is subject to trade agreements.

19. I/We agree that this procurement process is subject to the Access to Information and Protection of Privacy Act, 2015.

20. 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.

21. I/We agree that any specific information in this bid that may qualify for an exemption from disclosure under subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015 has been identified in Table 2.
Table 2:

<table>
<thead>
<tr>
<th>Information Considered Exempt from Disclosure:</th>
<th>Reference:</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>I.e</em>: Trade secret contained in Appendix A</td>
<td>39 (1) ai</td>
</tr>
</tbody>
</table>

**NOTE: IF NO EXEMPTIONS ARE SOUGHT WRITE THE WORD ‘NONE’ IN TABLE 2**

Use the following references for the table above.

Disclosure harmful to business interests of a third party:

39. (1) The head of a public body shall refuse to disclose an applicant’s information
(a) that would reveal
   (i) trade secrets of a third party, or
   (ii) commercial, financial, labour relations, scientific or technical information of a third party;
(b) that is supplied, implicitly or explicitly, in confidence; and
(c) the disclosure of which could reasonably be expected to;
   (i) harm significantly the competitive position or interfere significantly with the negotiating position of the third party,
   (ii) result in similar information no longer being supplied to the public body when it is in the public interest that similar information continue to be supplied,
   (iii) result in undue financial loss or gain to any person, or
   (iv) reveal information supplied to, or the report of, an arbitrator, mediator, labour relations officer or other person or body appointed to resolve or inquire into a labour relations dispute.
SIGNATURE PAGE
(Please Print)

Tender 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 Tenderer 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)
APPENDIX “A”

Herewith is the list of Subcontractors, Suppliers and/or Manufacturers referred to in Section 10 of the Tender and Acceptance Form. The Subcontractors and Suppliers whose bids have been used in the preparation of this tender must be listed in full including work to be done by own forces (B.O.F.). By Own Forces will be considered valid and satisfactory only if, prior to award, the supplier provides three (3) current (< 3 years) references of satisfactory completion of trade work of similar scale, scope and complexity as that described within the tender documents. Trade certifications may be requested in addition to the references above. The determination of suitability is entirely at the discretion of the owner and shall be based on submitted documentation. The owner may use their knowledge and understanding of experience and performance of the Contractor on past work in lieu of this submission. The list will be subject to the approval of the Owner.

NOTE: FAILURE TO COMPLETE THIS PORTION OF THE TENDER SUBMISSION WILL RESULT IN DISQUALIFICATION.

The trades below, if listed, have been identified by the owner, however it is the tenderer’s responsibility to identify all applicable subtrades.

<table>
<thead>
<tr>
<th>Trade/Division</th>
<th>Subcontractor</th>
<th>Supplier/Manufacturer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**APPENDIX “B” – USE ONLY FOR EARTH WORK TENDERS**

Herewith is a Unit Price Table that will be used for work associated with the project where such items have been listed and quantities have been estimated and included by the Engineer/Architect. The Contractor will fill in their Unit Price and calculated amounts to complete these items of work. The total amount from the Unit Price Table must be included in the Contractor’s Stipulated Price under Clause 1 of the Tender and Acceptance Form for the total performance of work. Where no items have been listed and no quantities estimated by the Engineer/Architect, the Contractor shall include such sums in their Stipulated Price under Clause 1 as they feel may be necessary to complete the items of work associated with the total performance of the work as required by the Contract Documents.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Tender Item</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**
TENDER

Department of Facilities Management

Tendering Section
Adjacent to FM2030, Facilities Management Building
Department of Facilities Management
Memorial University of Newfoundland
St. John’s, NL
A1C 5S7

Closing Time & Date: ________________________________ Project Number: ____________________

Project Title: ____________________________________________________________________