

REQUEST FOR OPEN CALL FOR BIDS INFORMATION SHEET

Request for Open Call			
Title:	Standing Order for the supply of Vehicle Rentals		
Open Call #:	<b>TMI1227</b>	Issue Date:	<b>DATE: July 17, 2020</b>
Deadline for Questions:	<b>72 hours prior to close time</b>	Submission Deadline Closing Date & Time:	<b>Thursday, Aug 06, 2020 @ 10:30 AM NST Time</b>
		Bid Submission Format:	<a href="mailto:Mlopencalls@mi.mun.ca">Mlopencalls@mi.mun.ca</a>
		Opening Date, Time & Location:	<b>Thursday, Aug 06, 2020 @ 11:30 am NST Time</b> Phone lines will be open 5 minutes before opening.  Via Conference line: 1-416-915-6530 (toll free) Access Code: 793 628 936 Attendee ID: Please press Pound(#)
Bids Irrevocable Period after Submission Deadline:			90 days
<b>Bid Submission: Responses to this solicitation must be submitted by email to <a href="mailto:Mlopencalls@mi.mun.ca">Mlopencalls@mi.mun.ca</a> Email subject line must read: BID SUBMISSION: Open Call number and name. For example: <b>"BID SUBMISSION: TMI1227 – Standing Offer – Vehicle Rentals"</b></b>			
Inquiries and Communication:			
<p><b>Inquiries and communication:</b> Fisheries and Marine Institute, Memorial University of Newfoundland, Finance and Contracts Office, Purchasing Officer, <a href="mailto:Mlopencalls@mi.mun.ca">Mlopencalls@mi.mun.ca</a> Inquiries accepted only via email. No phone calls will be accepted. <b>Please reference Open Call number and <b>"TMI1227 – Standing Order - Vehicle Rentals"</b> in subject line. Emails not containing this requirement information in the subject line will NOT be responded to.</b></p> <p><b><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></b></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](mailto: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](http://www.merx.com), BIDS: [www.bids.ca](http://www.bids.ca) and PODS: [www.pods.net](http://www.pods.net) . In addition, all amendments will be published on [www.mun.ca/procurement](http://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](mailto: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](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

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](mailto: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](http://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

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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 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;

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- (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 vehicle rentals on an as and when requested basis from the award date to the period ending July 31, 2022 (contract period).

This contract may be extended on a year-to-year basis for maximum of two (2) years after the initial contract period.

The following vehicle types will be requested on an as and when required basis.

ITEM	DESCRIPTION
1	CARGO VAN
2	7 PASSENGER VAN
3	ECONOMY CAR
4	MID SIZE CAR
5	FULL SIZE CAR
6	4 WHEEL DRIVE
7	PICKUP TRUCK, 1/2 TON
8	PICKUP TRUCK, 3/4 TON
9	PICKUP TRUCK, 1 TON

NOTE:

Guarantee winter tire car class must be included during the winter months.



## 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 and material costs, 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.

### PRICING AS PER THE LISTING.

ITEM	DESCRIPTION	RATE/DAY	RATE/WEEK	FREE MILEAGE	EXTRA PER KM
1	CARGO VAN	\$_____DAY	\$_____WEEK	_____KM/DAY	\$_____KM
2	7 PASSENGER VAN	\$_____DAY	\$_____WEEK	_____KM/DAY	\$_____KM
3	ECONOMY CAR	\$_____DAY	\$_____WEEK	_____KM/DAY	\$_____KM
4	MID SIZE CAR	\$_____DAY	\$_____WEEK	_____KM/DAY	\$_____KM
5	FULL SIZE CAR	\$_____DAY	\$_____WEEK	_____KM/DAY	\$_____KM
6	4 WHEEL DRIVE	\$_____DAY	\$_____WEEK	_____KM/DAY	\$_____KM
7	PICKUP TRUCK, 1/2 TON	\$_____DAY	\$_____WEEK	_____KM/DAY	\$_____KM
8	PICKUP TRUCK, 3/4 TON	\$_____DAY	\$_____WEEK	_____KM/DAY	\$_____KM
9	PICKUP TRUCK, 1 TON	\$_____DAY	\$_____WEEK	_____KM/DAY	\$_____KM

### 2. THE DELIVERABLES:

Standing Order for the supply of Vehicle Rentals  
as per specifications listed in Appendix A

### 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.