



**FACILITIES MANAGEMENT
OPEN CALL FOR BIDS
FOR
HEATING APPLIANCES MAINTENANCE/SERVICE CONTRACT**

Request for Open Call Number: **TFM-011-26A**

Issued: **March 27, 2026**

Submission Deadline: **Thursday, April 23, 2026 @ 10:00 NDT**

REQUEST FOR OPEN CALL FOR BIDS INFORMATION SHEET

Request for Open Call			
Title:	Heating Appliances Maintenance/Service Contract		
Open Call #:	TFM-011-26	Issue Date:	March 27, 2026
Questions Deadline:	72 hours prior to close time	Closing Date & Time:	Thursday, April 23, 2026 @ 10:00 AM NDT
		Bid Submission Format:	opencalls@mun.ca
		Opening Date, Time & Location:	Thursday, April 23, 2026 @ 10:30 AM NDT Via Conference line: 1-416-915-6530 (toll free) Access Code: 2771 419 639 Attendee ID: Please press Pound(#)
Bids Irrevocable Period after Submission Deadline:			90 days
Bid Submission: Responses to this solicitation must be submitted by email to opencalls@mun.ca Email subject line must read: <u>BID SUBMISSION: TFM-011-26 HEATING APPLIANCES MAINTENANCE/SERVICE CONTRACT</u>			
Inquiries and Communication:			
Inquiries and communication: Financial and Administrative Services, Strategic Procurement Office, Memorial University of Newfoundland, opencalls@mun.ca . Inquiries accepted only via email. No phone calls will be accepted. <u>Please reference TFM-011-26 HEATING APPLIANCES MAINTENANCE/SERVICE CONTRACT</u> in subject line. Emails not containing this requirement information in the subject line will NOT be responded to.			
<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>			

ABOUT MEMORIAL UNIVERSITY

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

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

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

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

Mission, Vision and Values

Vision

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

Mission

Memorial University is an inclusive community dedicated to innovation and excellence in teaching and learning, research, scholarship, creative activity, service and public engagement.

Memorial welcomes and supports students and scholars from all over the world and contributes knowledge and expertise locally, nationally and internationally.

Values

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

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

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

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

Responsiveness: Being receptive to individuals and communities.

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

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

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

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

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

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

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

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

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

Faculty and Staff

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

Governance and Administration

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

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

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

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

Territory Acknowledgements at Memorial:

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

PART 1 – SUBMISSION INSTRUCTIONS

1.1 Bids to be Submitted on Time

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

1.2 Bids to be Submitted in Prescribed Format

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

1.3 Amendment of Bids

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

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

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

1.4 Withdrawal of Bids

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

1.5 Bids Irrevocable after Submission Deadline

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

1.6 Delivery

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

1.7 Signature

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

1.8 Closure

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

1.9 Corporations Act

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

Commercial Registrations Division

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

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

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

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

The Owner will conduct the evaluation of bids in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which bids comply with all the mandatory submission requirements. Bids that do not comply with all the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the Owner, be disqualified and not evaluated further.

2.3 Stage II – Mandatory Technical Requirements

Stage II will consist of a review to determine which bids comply with all the mandatory technical requirements. Bids that do not comply with all the mandatory technical requirements as of the Submission Deadline will, subject to the express and implied rights of the Owner, be disqualified and not evaluated further. The mandatory technical requirements are listed in Appendix A - Specifications.

2.4 Stage III – Pricing

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

2.5 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the Open Call, a bidder may not make any changes to any of the forms. Any bid containing any such changes, whether on the face of the form or elsewhere in the bid, shall be disqualified.

2.6 Selection of Lowest Compliant Bidder as Preferred Supplier

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

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

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

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

2.7 Notice to Bidder and Execution of Agreement

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

2.8 Failure to Enter into Agreement

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

2.9 Payment Terms

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

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE OCB PROCESS

3.1 General Information and Instructions

3.2 Open Call Incorporated into Bid

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

3.3 Bidders to Follow Instructions

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

3.4 Bids in English

All bids are to be in English only.

3.5 No Incorporation by Reference

The entire content of the bidder's bid should be submitted in a fixed form, and links to the content of websites or other external documents referred to in the bidder's bid but not attached will not be considered to form part of its bid.

3.6 References and Past Performance

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

3.7 Information in Open Call Only an Estimate

The Owner and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this Open Call or issued by way of addenda. Any quantities shown or data contained in this Open Call or provided by way of addenda are estimates only and are for the sole purpose of indicating to bidders the general scale and scope of the Deliverables. It is the bidder's responsibility to obtain all the information necessary to prepare a bid in response to this Open Call.

3.8 Bidders to Bear Their Own Costs

The bidder will bear all costs associated with or incurred in the preparation and presentation of its bid, including, if applicable, costs incurred for interviews or demonstrations.

3.9 Bid to be Retained by the Owner

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

3.10 Trade Agreements

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

3.11 No Guarantee of Volume of Work or Exclusivity of Contract

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

3.12 Communication after issuance of open call

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

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

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

3.13 All New Information to Bidders by Way of Addenda

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

3.14 Addenda and Extension of Submission Deadline

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

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

3.15 Notification to Other Bidders

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

3.16 Debriefing

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

3.17 Supplier Complaint Process

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

3.18 Conflict of Interest and Prohibited Conduct

3.19 Conflict of Interest

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

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

For the purposes of this Open Call, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where in relation to the Open Call process, the bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to: (i) having, or having access to, confidential information of the Owner in the preparation of its bid that is not available to other bidders, (ii) communicating with any person with a view to influencing preferred treatment in the Open Call process (including but not limited to the lobbying of decision makers involved in the Open Call process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive Open Call process or render that process non-competitive or unfair.

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

3.20 Disqualification for Prohibited Conduct

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

3.21 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 pursuant to this Open Call without first obtaining the written permission of the Open Call Contact.

3.22 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).

3.23 Illegal or Unethical Conduct

Bidders must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Bidders must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Owner; deceitfulness; submitting bids containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this Open Call.

3.24 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 regarding non-compliant or substandard performance in accordance with section 26 of the *Public Procurement Regulations*.

3.25 Confidential Information of the Owner

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

- (a) is the sole property of the Owner and must be treated as confidential.
- (b) is not to be used for any purpose other than replying to this Open Call and the performance of the Agreement.
- (c) must not be disclosed without prior written authorization from the Owner; and
- (d) must be returned by the bidder to the Owner immediately upon the request of the Owner.

3.26 Confidential Information of Bidders

This procurement process is subject to the *Access to Information and Protection of Privacy Act, 2015 (ATIPPA, 2015)*. A Proponent must identify any information in its Proposal 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. Proponents are advised that their Proposal will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Owner to advise or assist with the Request for Proposal process, including the evaluation of Proposals.

The Proponent 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*.

Contracting with the Owner is a public process. Information provided through this process will be disclosed when requested under the *ATIPPA, 2015*, except where disclosure of that information is harmful to the business' interests, as set out in the three-part test in 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 Proponent has any questions about the collection and use of personal information pursuant to this Request for Proposal, questions are to be submitted to the Request for Proposal 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>.

3.27 Reserved Rights of the Owner

The Owner reserves the right to:

- (a) make public the names of any or all bidders as well as bid price and value of contract.
- (b) make changes, including substantial changes, to this Open Call provided that those changes are issued by way of addendum in the manner set out in this Open Call.
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any bidder and incorporate a bidder's response to that request for clarification into the bidder's bid. This shall not be an opportunity for bid repairs.
- (d) assess a bidder's bid on the basis of: (i) a financial analysis determining the actual cost of the bid when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this Open Call consider any other relevant information that arises during this Open call process.
- (e) waive minor irregularities and formalities and accept bids that substantially comply with the requirements of this Open Call.
- (f) verify with any bidder or with a third party any information set out in a bid.
- (g) check references other than those provided by any bidder.
- (h) disqualify a bidder, rescind a notice of selection or terminate a contract subsequently entered 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.

3.28 Limitation of Liability

By submitting a bid, each bidder agrees that:

- (a) neither the Owner nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this Open Call process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim; and
- (b) the bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profit or loss of opportunity by reason of the Owner's decision not to accept the bid submitted by the bidder for any reason, the Owner's decision to enter into an agreement with any other bidder or to cancel this bidding process, and the bidder shall be deemed to have agreed to waive such right or claim.

3.29 Governing Law and Interpretation

These Terms and Conditions of the Open Call Process:

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision).
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Owner; and
- (c) are to be governed by and construed in accordance with the laws of the Province of Newfoundland & Labrador and the federal laws of Canada applicable therein.

3.30 Facility Compliance Requirement

- (a) Equipment, power tools, instruments and appliances intended for use within Memorial University's facilities must comply with all regulatory requirements related to use and/or installation in University facilities. This includes but is not limited to certification/listing by recognized agencies, Pressure Vessel Act of Newfoundland and Labrador and similar.
- (b) Items provided related to this open call that receive power from the University's electrical system must be certified or listed for use within Canada by a recognized agency such as Canadian Standards Association (CSA) or Underwriter Laboratories Canada (ULC). A full list of agencies recognized by Memorial University is available upon request.

- (c) Equipment, tools, instruments and appliances that generate pressure may require registration as a pressure system with the Province of Newfoundland and Labrador. Compliance with the Boiler, Pressure Vessel and Compressed Gas Regulations under the Public Safety Act of Newfoundland and Labrador and the Boiler, Pressure Vessel, and Pressure Piping Code CSA B51:19 shall be demonstrated.
- (d) The vendor is responsible for all costs associated with ensuring the system is compliant with legislative requirements and for the application and registration processes. Field certifications may be considered but all costs and efforts for such scenarios are the responsibility of the vendor.

[End of Part 3]

PART 4 – ENVIRONMENTAL HEALTH AND SAFETY REQUIREMENTS

4. Environmental Health and Safety Requirements

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

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

4.1.0 Regulations, Codes and Standards

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

1.21.5 The Contractor shall be completely responsible for the safety of the Work as it applies to protection of the public and property and construction of the Work.

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

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

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

4.2.0 General Health and Safety Regulations

- a. Contractors/service agencies shall ensure that members of the campus community are not endangered by any work or process in which they may be engaged. Work areas shall be adequately barricaded, and if dust or fumes are generated, suitable enclosures shall be installed to contain such emissions.
- b. No material shall be stored in such a way as to obstruct walkways or represent a danger to pedestrian or vehicular traffic.
- c. Adequate protection shall be provided to prevent the possibility of goods falling from scaffolding or elevated areas. Areas where goods are being loaded or off loaded shall be barricaded or otherwise protected to prevent unauthorized entry. Appropriate warning signs must be posted.
- d. The work areas must be kept reasonably clean and free from debris which could constitute a fire hazard. Care must be taken to ensure that the work process does not activate fire alarm detection devices. (Generation of dust and fumes can activate smoke detectors causing a false alarm).

- e. Due consideration shall be given to fire safety in buildings. Flammable goods must be kept away from sources of ignition. No work involving the use of open flame devices must be undertaken around flammable solvents or gases.
- f. Some University buildings contain asbestos and other hazardous materials. Do not alter or disturb any goods believed to contain asbestos (unless this is a duly authorized part of the project). Consult with University officials before proceeding with any work.
- g. Safety Data Sheets shall be procured for any hazardous product used on campus. Such sheets shall be made readily available for consultation as required under the Workplace Hazardous Materials Information System (WHMIS).

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

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

4.3.0 Contractor Safety Management

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

- (e) Inspection reports and schedules
- (f) Required employee safety training certifications and qualifications
- (g) Updated list of OHS Committee and/or a worker health and safety representative, or workplace health and safety designate
- (h) Proof of completion of the Owner's contractor safety orientation within the prior three years.

4.3.8 Memorial University reserves the right to refuse or cancel any contract with a Contractor that is not in compliance with Memorial's standards for Safety.

4.3.9 The University reserves the right to stop any work or portion of work where no documentation can be produced on site which identifies the hazards presented by a piece of work, safe work procedures for work or certification of employees performing work. The Contractor is liable for any costs incurred by affected parties associated with such a stoppage.

4.3.10 Prior to coming to site all workers must complete the Contractor Safety training found on the MUN website.

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

4.4.0 Access to Site

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

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

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

APPENDIX A – SPECIFICATIONS

1. Open Call for Bids for Heating Appliance Service for Facilities Management, Memorial University of Newfoundland as per Appendix “C” Price Form as attached.
2. This contract shall remain in force from the date of award April 1, 2026 to March 31, 2029 or as stated in award letter from the University. The Contract may be extended on a year-to-year basis by mutual consent of the parties to this Contract and for a maximum of three years after the initial contract term. Any further extensions that may be requested, and mutually agreed upon, shall be on a month-by-month basis and subject to the terms of the Contract. Such monthly extensions are meant only to accommodate local work disruptions or new Open Call closing times for the services in question extending beyond the normal end of this Contract. The rates listed in Appendix “C”, Pricing Form will be in effect for the period of April 1, 2026 to March 31, 2029. The Contractor must submit documentation of any proposed rate changes for the optional years (April 1, 2029 to March 31, 2030, April 1, 2030 to March 31, 2031, April 1, 2031 to March 31, 2032, sixty (60) days prior to the start date for each year.
3. The University reserves the right to cancel the contract awarded to the successful bidder, upon a sixty (60) day written notice to the successful bidder. The successful bidder also reserves the right to cancel the contract awarded, upon a sixty (60) day written notification to the University.
4. Memorial University of Newfoundland does not guarantee an amount of work under this contract. This listed amounts in Appendix “C” Pricing Form are estimates only and the successful bidder will be engaged on a As Required Basis.
5. The Supplier agrees that this Tender will provide a Standing Offer Agreement between the University and the Supplier, whereby the Supplier agrees to sell and supply materials as listed, subject to the terms and conditions stated in the contract. This Standing Agreement will permit Memorial University to requisition on an “as and when required” basis the materials listed herein at the price set against each. Adequate stocks must be kept on hand to cover requirements when requested.
6. Services will commence immediately upon notification to the successful bidder, with terms as stated in these general conditions.
7. The successful bidder(s) may be required, if appropriate, to give a presentation of their services and/or products.
8. Successful bidder(s) will submit itemized invoice on a monthly basis, or when services are provided, to the attention of Department of Facilities Management, indicating the purchase order number and work order number if provided.

TECHNICAL SPECIFICATIONS

1. GENERAL

- 1.1. This section of the specification outlines the technical specifications for the performance of inspection, cleaning, and preventative maintenance of heating appliances and/or burners in the buildings described in Appendix "C", Pricing Form. This specification will cover the general nature of the work, together with the rules, regulations, cautions, etc., which the Contractor must follow in the performance of the work. It is required that all work performed by the Contractor shall be of the highest quality and in accordance with the normally accepted standards of workmanship for each particular trade involved in the work.
- 1.2. This Contract consists of two separate parts. Part A is for the hourly rates for maintenance/repair of burners and/or heating appliances not included in annual servicing. Part B, Fixed Pricing of this Contract consists of the annual maintenance/repair of burners and/or heating appliances.
- 1.3. Prices from these two Contract parts must be added together to get the total tendered amount.

2. SCOPE OF WORK

- 2.1. The Contractor shall employ only personnel with a minimum of five (5) years' demonstrable experience in burner mechanic / heating appliance trade.
- 2.2. The contract will be in effect immediately after contract award.
- 2.3. The Contractor shall carry out the following maintenance program as part of the fixed price. This work shall be done on an annual basis. While the Contractor is conducting this work, the department may have a Facilities Management representative on site if requested. The Contractor shall submit inspection reports detailing maintenance/repairs required and a man-hour, and materials estimate for the corrective maintenance:
 - 2.3.1. Inspect burners/heating appliances and report on condition and recommended actions.
 - 2.3.2. Clean out of units.
 - 2.3.3. Preventative maintenance to ensure reliable service during heating season; preventative maintenance shall be completed generally during late summer or early fall.
- 2.4. The Contractor shall submit a unit price (\$/hr) on Appendix "C" for maintenance and repairs not included in above Scope of Work. This price shall include labour for repair technicians, transportation costs, and company overhead and mark-up on an hourly basis. Memorial University does not guarantee any fixed amount of work for maintenance and repairs of burners / heating appliances. The Contractor will only be paid for the number of hours actually worked by way of a work order according to the unit price indicated plus material costs. All 'truck fees', 'consumables', 'travel time' shall be included in the hourly rate for on campus, the University will not pay for travel time; only the time spent on campus. Travel time is considered overhead.

3. WORK ORDERS

- 3.1. Each item of work shall be requested on a Work Order issued by a University's Representative describing the scope of work. If further information is required by the Contractor regarding any Work Order, he/she should contact the office of the University's Representative, Department of Facilities Management.
- 3.2. If the Contractor should become aware of any apparent error or omission within the Scope of Work as was described, he/she shall request clarification from the University's Representative.
- 3.3. The Contractor shall, when requested, provide detailed sketches and recommendations as to the manner he/she proposes to carry out the work and shall not commence the work until approval has been received from the University's Representative.

4. MATERIALS

- 4.1. All materials shall conform to all applicable codes, by-laws, or other relevant standards.
- 4.2. Materials shall mean only expendable items used to construct the work described on the work orders issued by the University's Representative or his representative and not items such as tools, equipment and other items listed in the specifications.
- 4.3. All materials must be new and of good quality. Materials supplied for replacement of defective materials shall be of the same type and quality and have identical operating characteristics as the original material. Where this is not possible, the approval of the University's Representative shall be obtained. The quality of material for new work must be approved by the University's Representative before purchase by the Contractor to ensure that the items are compatible with the requirements for the building. In some instances, material will be supplied by the University.
- 4.4. The Contractor agrees to submit invoices at net cost (Contractor Cost) of material purchased plus 10 percent profit. The Contractor will obtain prices from three separate suppliers and make them available to the University's Representative for materials amounting to \$10,000 before H.S.T., or over if requested.
- 4.5. The University shall inspect materials and equipment removed from existing building installations and recommend to the contractor those items he/she feels can be reused. The University's Representative will instruct the Contractor whether to dispose of the items or store same in the building for future use.
- 4.6. The costs of all parts and/or materials which are required for the annual maintenance check in this specification are to be included in the fixed price portion of this contract.
- 4.7. Other materials to be purchased and supplied by the Contractor for maintenance and repairs shall be extra to the Contractor. Approval of the University's Representative must be obtained before materials are purchased.

5. WORK FORCE

- 5.1. When reporting for work at the building, the Contractor shall report to the University's Representative approved representative or other person appointed by him.

- 5.2. Should the University deem it necessary to have work done on weekends, holidays, or outside regular working hours, the Contractor will carry out such work at the unit rate as specified in Appendix "C", Pricing Form
- 5.3. The Contractor shall respond to emergency or urgent calls from the building during or after normal working hours. When these calls request the Contractor's help for emergencies, the Contractor will be prepared to respond immediately to offer assistance as requested at applicable overtime unit rate as indicated in Appendix "C", Pricing Form
- 5.4. The Contractor shall provide the University's Representative or designate with the names of contacts and phone numbers for use in the event of emergencies requiring the Contractor's services after normal working hours.
- 5.5. Payment will only be made for time actually worked in the building, except for shop time. Where equipment needs repairs requiring shop time, the Contractor shall notify the University's Representative as to the nature of the repairs requiring shop time and obtain prior approval before the equipment is removed from the building. Repairs in a shop, other than the Contractor's shop, must be accompanied by a copy of the invoice charged to the Contractor.

6. WORK ORGANIZATION

- 6.1. The Contractor shall report to the University's Representative information before commencing any work. No payment will be made for work stated without such notification. No area of a building will be entered without permission.
- 6.2. Any work that may interfere with normal building operations shall be checked and coordinated with the University's Representative. Streets, sidewalks, parking areas, etc., shall not be obstructed without the permission of the authorities having jurisdiction and the University's Representative.
- 6.3. The Contractor shall familiarize him/herself with building rules regarding smoking, wearing apparel, off limit areas, hard hat areas, etc., and shall strictly observe these rules.
- 6.4. The Contractor shall be responsible to provide and erect proper signage, barricades, warning signs, detours, etc. to ensure the safety of the general public and building occupants from possible injury associated with ongoing work.
- 6.5. The Contractor shall provide proper signage indicating overhead work in progress and shall provide barricades or construction fencing to a distance of 50 feet beyond any possible overhead hazard.

7. TOOLS, EQUIPMENT AND TEST INSTRUMENTS

- 7.1. The Contractor shall supply all labour, materials, test instruments, tools and accessories necessary (except as otherwise instructed) for the performance of services related to this contract.
- 7.2. The Contractor shall provide all tools and equipment required for the performance of the work including ladders, scaffolds, hoisting equipment, etc.

- 7.3. The Contractor shall provide all test instruments required for the accurate testing, balancing and adjusting of system controls and equipment to the satisfaction of the University's Representative
- 7.4. The Contractor shall provide his own storage area and/or container for the safe and secure storage of all tools and equipment at the end of each work day
- 7.5. The Contractor shall ensure that all construction debris is removed and the work site is free of any potential hazard to pedestrian and/or vehicular traffic at the end of each work day.

8. BILLING TIMES

- 8.1. The Contractor, when submitting his request for payments, shall invoice the University for the actual time spent on the job site as substantiated by the Department's Contractors Time Sheets. Where the actual hours spent on the job is not equal to an hour or one-half hour, the Contractor shall invoice to the nearest highest one-half hour. The contractor may only invoice on completion of each Work Order unless work extends beyond 30 days.
- 8.2. The Contractor shall submit itemized invoices which separate the labour and materials amounts. Invoices indicating "supply and install as per quoted price" will not be accepted, a separate line item for labour and material is required.
- 8.3. The Contractor shall submit for payment invoices for completed work within ten (10) working days of approved completion of such work.
- 8.4. The Contractor will ensure the Work Order number and Purchase order number is on each invoice.

9. OTHER

- 9.1 The University reserves the right to tender any well-defined project. Generally, however, it is the intent that the Contractor will carry out minor projects which are within their competence

APPENDIX B – SUBMISSION FORM

1. Bidder Information

Please fill out the following form, naming one person to be the bidder's contact for the Open Call process and for any clarifications or communication that might be necessary.	
Full Legal Name of Bidder:	
Any Other Relevant Name under which Bidder Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Bidder Contact Name and Title:	
Bidder Contact Phone:	
Bidder Contact Fax:	
Bidder Contact Email:	

2. Offer

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

3. Rates

The bidder has submitted its rates in accordance with the instructions in the Open Call and in the Pricing Form (Appendix C). The bidder confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

4. Addenda

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

5. No Prohibited Conduct

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

6. Disclosure of Information

The bidder hereby agrees that any information provided in this bid, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The bidder hereby consents to the disclosure, on a confidential basis, of this bid by the Owner to the advisers retained by the Owner to advise or assist with the Open Call process, including with respect to the evaluation of this bid.

7. Bid Irrevocable

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

8. Execution of Agreement

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

Signature of Witness

Signature of Bidder Representative

Name of Witness

Name of Bidder Representative

Title of Bidder Representative

Date

I have the authority to bind the bidder.

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

APPENDIX C – PRICING FORM

1. INSTRUCTIONS ON HOW TO COMPLETE THE PRICING FORM

- Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- Rates quoted by the bidder must be all-inclusive and must include all labor and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the Owner, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

PART A: HOURLY RATES					
Column	A		B		C
Description	Unit Rate per Hour (before H.S.T.)	Multiply By	Est. # of Hours	Equals	Column A x Column B
Regular Time Monday to Friday					
Qualified Tradesman Journeyman	\$	X	200	=	\$
Helper	\$	X	100	=	\$
Overtime Monday to Friday					
Qualified Tradesman Journeyman	\$	X	30	=	\$
Helper	\$	X	15	=	\$
Saturday, Sunday, Agreed Holidays					
Qualified Tradesman Journeyman	\$	X	30	=	\$
Helper	\$	X	15	=	\$
NOTE: No hourly rate shall be less than the minimum wage as per Provincial Labour Regulations. Hours Listed are for quoting purposes only and no Guarantee of an amount of work.			SUBTOTAL		\$
			H.S.T.		\$
			TOTAL		\$

PART B: FIXED PRICING FOR EXISTING BUILDINGS

Location ID	Building	Appliance Type	Quantity of Systems	Inspection Frequency	Total Cost per Year Regular Inspections (Before HST)
BP-1003	208 Elizabeth Avenue	Hydronic	1	Annually	\$
BD-GEN	327 Mt Scio Road	Hot Air	1	Annually	\$
BF-1000	Botanical Gardens Greenhouse	Hot Air	1	Annually	\$
BF-1001	Botanical Gardens Greenhouse	Hot Air	1	Annually	\$
BH-1000	Botanical Gardens Greenhouse (OLD)	Hydronic	1	Annually	\$
V-15	Vivarium, Mt. Scio Road	Large Commercial Unit Site Visit Recommended	1	Annually	\$
SUBTOTAL					\$
HST					\$
TOTAL					\$

THE DELIVERABLES:

Heating Appliances Maintenance/Service Contract as per specifications listed in **Appendix A**

3. MANDATORY SUBMISSION REQUIREMENTS

1. Specification Form (Appendix A)

As per instructions on form.

2. Submission Form (Appendix B)

Each bid must include a Submission Form (Appendix B) completed and signed by an

APPENDIX E – CONTRACTOR SAFETY MANAGEMENT ELEMENT

Contractor Safety Management Element

November 2018

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1.0 Purpose

This element establishes the requirements for the administration and monitoring of contractor health and safety programs and activities at Memorial University. These measures shall ensure that contractors understand their collective responsibility with respect to the Occupational Health & Safety Act and Regulations, Memorial University policy and this element.

2.0 Scope

This procedure shall apply to all work done for Memorial University of Newfoundland with respect to the provision of services as outlined below. Memorial University reserves the right to exempt a Contractor from this element, in whole or in part, based upon an evaluation of the risk of the work being conducted. This evaluation must comply with the hazard identification and risk management element.

3.0 Definitions

Act: Newfoundland & Labrador Occupational Health & Safety Act, latest edition.

Contract: A documented agreement between Memorial University and a contractor.

Contractor: The principal contractor, person, partnership, or corporation bound to execute the work under the contract and defined as such in the agreement is responsible for the supervision of the work so as to ensure the work is carried out in accordance with the contract.

Project Management Team: The group assigned by the University to act on behalf of the owner with respect to the execution of Contractor work.

Principal Contractor: The person primarily responsible for the carrying out of a contract.

Regulations: Newfoundland & Labrador Occupational Health & Safety Regulations, latest edition.

Subcontractor: A person, firm or corporation having a direct contract with the Contractor or subcontractor(s) to perform a part or parts of the work included in the contract, or to supply products worked to a special design according to the contract documents, but does not include one who merely supplies products not so worked.

Owner: The Owner, Engineer/Architect are the persons, firms or corporation identified as such in the Contract. The term Owner, Engineer/Architect means, respectively, each of the Owner, Engineer/Architect and their authorized representatives as designated by each such party in writing.

Work: The services and job procedure completion that is described in the contract.



4.0 Roles and Responsibilities

4.1 Project Management Team

Will monitor the Contractor's performance for health and safety compliance. Monitoring activities may include but are not limited to:

- planned and unplanned workplace inspections;
- attendance of meetings;
- communications of safety related issues and topics, as deemed necessary;
- review of contractor records, inspections, work practices and documentation; and
- complete audits to verify that contractors and subcontractors are meeting their legislative, procedural and contractual responsibilities.

4.2 Contractors

Will comply with applicable Federal and Provincial legislation and applicable MUN safety procedures. Contractor responsibilities include but not limited to:

- report all incidents immediately to the required University project team followed by a written incident report within 24 hours;
- be responsible for the safety of subcontractors including those not under their employ;
- stop work if the conditions are such that work cannot be performed safely;
- perform evaluation, monitoring of the workplace to identify potential hazards and associated risks and ensure corrective actions are implemented;
- ensure daily task specific hazard assessments are completed; and
- maintain the accountability of persons responsible for the reporting and correction of hazards.

5.0 Procedure

5.1 Considerations prior to signing of contract

5.1.1 Prior to signing of contract, the preferred General Contractor shall provide proof of compliance with 5.2.1.

Within seven (7) calendar days after a pre-signing start up meeting the General Contractor shall provide proof of compliance of themselves and their subcontractors with 5.2.1 as well as provide the information requested in Section 5.2.2(a) (b).



5.2 Requirements

5.2.1 All Contractors, and their Subcontractors, 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.

5.2.2 Contractors shall also provide the following:

- (a) health and safety policy statement;
- (b) safety program table of contents; and
- (c) site hazard assessment;

The hazard assessment shall be updated by the General Contractor and re-submitted whenever the conditions, work practices or work forces change to the extent that new hazards can be identified.

5.2.3 In lieu of a Subcontractors 3rd party program, Contractors shall be required to integrate the Subcontractor(s) into the Contractors program and provide proof of same.

5.2.4 Memorial 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) applicable documented safe work practices;
- (c) inspection reports and schedules;
- (d) required employee safety training certifications and qualifications;
and
- (e) updated list of OHS Committee and/or a worker health and safety representative, or workplace health and safety designate.

Request for submission shall be complied with within 7 calendar days of a written request from Memorial's Environmental Health and Safety unit.

5.2.5 Memorial reserves the right to:

- (1) Reject any Contractor that fails to meet the requirements or schedules outlined herein;
- (2) The University reserves the right to stop any work or portion of work where the risk presents an immediate danger.

5.3 Schedule of Submissions

5.3.1 General Contractors and their sub-contractors who have complied with 5.1.1 will be permitted to commence physical work on the site however no work shall be performed by the General Contractor, their sub-contractors until such a time as they comply with 5.1.1.



6.0 Post-Contract Evaluation

The Project Management Team will determine the extent of the evaluation of the Contractor's safety performance at the completion of the contract. This evaluation will be conducted by way of a standard contractor safety evaluation form and will be supported by objective evidence documented during the term of the Contract. The records of the evaluation must be retained with the project owner.

APPENDIX F

GENERAL CONDITIONS AND AGREEMENT BETWEEN THE UNIVERSITY AND SUPPLIER FOR MAINTENANCE/SERVICE CONTRACTS

1.1.0 DEFINITIONS

1.1.1 Contract Documents

The Contract Documents consist of the Instructions to Bidders, Executed Agreement between the Owner and the Contractor, General Conditions of Contract, Supplementary General Conditions of Contract, Special Conditions, Campus Safety and Health Requirements, Specifications, Drawings and such other documents forming part of the Open Call, including all amendments thereto incorporated before their execution and subsequent amendments thereto made pursuant to the provisions of the Contract or agreed upon between the parties. The successful Bidder's, Bid Submission and any Addenda to the Specifications issued during the bidding period shall also form part of the Contract Documents.

1.1.2 Owner, Contractor

The Owner and Contractor are the persons, firms or corporation identified as such in the Agreement. The term Owner and Contractor means the Owner and Contractor or their authorized representatives as designated by each party in writing.

1.1.3 Subcontractors

A Subcontractor is a person, firm or corporation having a direct contract with the Contractor to perform a part or parts of the Work included in the Contract, or to supply products worked to a special design according to the Contract Documents, but does not include one who merely supplies products not so worked.

1.1.4 The Work

The Work means the total of all services required by the Contract Documents.

1.1.5 Place of Work

The Place of Work is the designated site or location of the services of which the Work may be the whole or a part.

1.1.6 Products/Materials/Equipment

The term Products/Materials/Equipment means all materials, machinery, equipment and fixtures forming the Work as required by the Contract Documents but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work and normally referred to as construction machinery and equipment.

1.1.7 Other Contractor

The term Other Contractor means any persons, firm or corporation employed by or having a separate contract directly or indirectly with the Owner for work other than that required by the Contract Documents.

1.1.8 Time

- a) The Contract Time is the time period stated in the Open Call Submission Form for performance of the Work.
- b) The term day, as used in the Contract Documents, shall mean the calendar day.
- c) "Regular Time" shall be defined as Monday to Friday, 8:00am to 4:00pm, on days not considered a holiday.
- d) "Overtime Monday to Friday" shall be defined as Monday to Friday, before 8:00am or after 4:00pm, on days not considered a holiday.
- e) "Saturday, Sunday and Holidays" shall be defined as Saturdays, Sundays and the following list of recognized holidays. For the purposes of this contract, the following days are considered holidays:

- New Year's Day
- Good Friday
- Victoria Day
- Memorial/Canada Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

1.1.9 Performance of the Work

Performance of the Work shall mean when the entire Work except those items arising from the provision **1.24.0 WARRANTY** has been performed to the requirements of the Contract Documents and is so certified by the Owner.

1.1.10 Changes in the Work

Changes in the Work means additions, deletions or other revisions to the Work within the general scope of Work as contemplated by the Contract Documents.

1.1.11 Extra Work

Extra Work means any additional work or service, the performance of which is beyond the scope of Work as contemplated by the Contract Documents.

1.2.0 DOCUMENTS

1.2.1

The Contract Documents shall be signed by the Owner and the Contractor.

1.2.2

Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.3

In the event of conflicts between Contract Documents, the following shall apply:

- a) Documents of later date shall govern;
- b) Figured dimensions shown on the drawings shall govern even though they may differ from scaled dimensions on the same drawing;
- c) Drawings of larger scale shall govern over those of smaller scale of the same date;
- d) Specifications shall govern over drawings;
- e) Special Conditions shall govern over Specifications;
- f) The General Conditions of Contract shall govern over Specifications;
- g) Supplementary General Conditions shall govern over the General Conditions of the Contract;
- h) The Executed Agreement between the Owner and the Contractor shall govern over all documents.

1.3.0 ADDITIONAL INSTRUCTIONS AND SCHEDULE OF WORK

- 1.3.1** During the progress of the Work, the Owner shall furnish to the Contractor such additional instructions as may be necessary to supplement the Contract Documents. All such instructions shall be consistent with the intent of the Contract Documents.
- 1.3.2** Additional instructions may include minor changes to the Work which affect neither the Contract Price nor the Contract Time.
- 1.3.3** Additional instructions may be in the form of drawings, samples, models or written instructions.
- 1.3.4** Additional instructions will be issued by the Owner with reasonable promptness and in accordance with any schedule agreed upon for such instructions.
- 1.3.5** The Contractor shall prepare and update, as required, a schedule indicating the timing of major activities of the Work. The schedule shall be designed to conform with the Contract Time. The schedule shall be submitted to the Owner within seven (7) days of the date of the Owner's letter of award. The contractor shall monitor the progress of the Work relative to the schedule and advise the Owner of any revisions required as a result of delays, as provided for in **1.4.0 DELAYS**, and indicating what action will be taken to complete the Work within the Contract Time.

1.4.0 DELAYS

- 1.4.1** If the Contractor is delayed in the performance of the Work by a Stop Work Order issued by any court or other public authority and providing that such order was not issued as the result of any act or fault of the Contractor or of anyone employed by them directly or indirectly then the Contract Time shall be extended for such reasonable time as the Owner may decide in consultation with the Contractor.
- 1.4.2** If the Contractor is delayed in the performance of the Work by civil disorders, labour disputes, strikes, lockouts, (including lockouts decreed or recommended for its members by a recognized Contractor's Association, of which the Contractor is a member) fire, unusual delay by common carriers or unavoidable casualties, or without limit to any of the foregoing, by any cause of any kind whatsoever beyond the Contractor's control, then the Contract Time shall be extended for such reasonable time as may be decided by the Owner in consultation with the Owner and the Contractor, but in no case shall the extension of time be less than the time lost as the result of the event causing the delay, unless such shorter extension of time be agreed to by the Contractor.

1.5.0 OWNER'S RIGHT TO PERFORM WORK, STOP WORK AND/OR TERMINATE CONTRACT

- 1.5.1** If the Contractor should be adjudged bankrupt or makes a general assignment for the benefit of creditors because of their insolvency or if a Receiver is appointed on account

of their insolvency, the Owner may, without prejudice to any other right or remedy they may have, by giving the Contractor or Receiver or Trustee in Bankruptcy written notice, terminate the Contract. If a Performance Bond has been provided by the Contractor guaranteeing faithful performance of the Work, the Owner shall give written notice to the Surety invoking the terms of the bond.

1.5.2 The University reserves the right to public open call any well-defined project. Generally, however, it is the intent that the Contractor will carry out related Work that are within their competence.

1.5.3 The Owner may notify the Contractor in writing that they are in default of their contractual obligations, if the Contractor:

- a) Fails to proceed regularly and diligently with the Work; or
- b) Without reasonable cause wholly suspends the carrying out of the Work before the completion thereof; or
- c) Refuses or fails to supply sufficient, properly skilled workmen for proper workmanship, products or construction machinery and equipment for the scheduled performance of the Work within an agreed time frame of receiving written notice from the Owner except in those cases provided in **1.4.0 DELAYS**; or
- d) Fails to make payments due to their Subcontractors, their Suppliers for their workmen; or
- e) Persistently disregards laws or ordinances, or the Owner's instructions; or
- f) Otherwise violates the provisions of their Contract to a substantial degree.

Such written notice by the Owner shall instruct the Contractor to correct the default. If a Performance Bond has been provided by the Contractor, a copy of such written notice will be provided to the Surety.

1.5.4 If the correction of the default cannot be completed within the timeline specified, the Contractor shall be considered to be in compliance with the Owner's instruction if they:

- a) Commence the correction of the default within the specified time; and
- b) Provide the Owner with an acceptable schedule for such correction; and
- c) Complete the correction in accordance with such schedule.

1.5.5 If the Contractor fails to correct the default within the time specified or subsequently agreed upon, the Owner may, without prejudice to any other right or remedy they may have:

- a) Correct such default and deduct the cost thereof from any payment due under the Contract; or
- b) Terminate the Contract by written notice to the Contractor. If a Performance Bond has been provided by the Contractor, the Owner will provide the Surety with a copy of such notice.

1.5.6 If the Owner terminates the Contract under the conditions set out above, they are entitled to:

- a) Take possession of the premises and products and utilize the temporary buildings, plants, tools, machinery and equipment, goods and materials, intended for, delivered to and placed on or adjacent to the Work and may complete the Work by whatever method they may deem expedient but without undue delay or expense.
- b) Withhold any further payments to the Contractor until the Work is finished.
- c) Upon performance of the Work, charge the Contractor the amount by which the full cost of finishing the Work.
- d) Invoke the terms of the Performance Bond if such Bond has been provided under the Contract.

1.5.7 The Contractor's obligation under the Contract as to the performance of the Work up to the time of termination will remain in force after such termination.

1.6.0 CONTRACTOR'S RIGHT TO STOP WORK AND/OR TERMINATE CONTRACT

1.6.1 If the Owner should be adjudged bankrupt or makes a general assignment for the benefit of creditors or if a Receiver is appointed on account of their insolvency, the Contractor may, without prejudice to any other right or remedy they may have, by giving the Owner written notice, terminate the Contract.

1.6.2 If the Work should be stopped or otherwise delayed for a period of thirty (30) days or more under an order of any court or other public authority and providing that such order was not issued as the result of any act or fault of the Contractor or of anyone directly or indirectly employed by him, the Contractor may, without prejudice to any other right or remedy they may have, by giving the Owner fifteen (15) days' written notice, terminate the Contract.

1.6.3 The Contractor may notify the Owner in writing that the Owner is in default of their contractual obligations if the Owner violates the provisions of the Contract to a substantial degree. Such written notice shall advise the Owner that if such default is not corrected within fifteen (15) days from the receipt of the written notice, the Contractor may, without prejudice to any other right or remedy they may have, stop the Work and/or terminate the Contract.

1.6.4 If the Contractor terminates the Contract under the conditions set out above, they shall be entitled to be paid for all work performed including reasonable overhead and profit and for any loss sustained upon products, construction machinery and equipment and other damages as the Contractor may have sustained as a result of the termination of the Contract.

1.7.0 OTHER CONTRACTORS

1.7.1 The Owner reserves the right to let separate contracts in connection with the services of which the Work is part or do certain work by their own forces.

1.7.2 The Owner shall, in such cases, coordinate the Work and insurance coverage of other Contractors as it affects the Work of this Contract.

1.7.3 The Contractor shall coordinate their work with that of other Contractors and connect as specified or shown in the Contract Documents. Any change in the costs incurred by the Contractor in the planning and performance of such work which was not shown or included in the Contract Documents as of the date of signing the Contract, shall be evaluated as provided under **1.13.0 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK** and authorized as provided in **1.12.0 CHANGES IN THE WORK AND EXTRA WORK**.

1.7.4 The Contractor shall report to the Owner any apparent deficiencies in other Contractor's work which would affect this Contract immediately as they come to their attention and shall confirm such report in writing. Failure by the Contractor to so report shall invalidate any claims against the Owner by reason of the deficiencies of other Contractor's work except as to those of which they were not reasonably aware.

1.8.0 ASSIGNMENT

1.8.1 The Contractor shall not assign the Contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the Owner.

1.9.0 SUBCONTRACTORS

1.9.1 The Contractor agrees to preserve and protect the rights of the Owner under the Contract with respect to any work to be performed under subcontract. The Contractor shall:

- a) Require their Subcontractors to perform their work in accordance with and subject to the terms and conditions of the Contract Documents; and
- b) Be fully responsible to the Owner for acts and omissions of their Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by them.

The Contractor, therefore, agrees that they will incorporate all the terms and conditions of the Contract Documents into all Subcontractor Agreements they enter into with their Subcontractors.

1.9.2 The Contractor shall employ those Subcontractors proposed by them in writing and accepted by the Owner prior to the signing of the Contract for such portions of the Work as may be designated in the bidding requirements.

1.9.3 The Owner may, for reasonable cause, object to the use of a proposed Subcontractor and require the Contractor to employ another Subcontractor.

1.9.4 In the event that the Owner requires a change from any proposed Subcontractor, the Contract price shall be adjusted by the difference in cost occasioned by such required change.

1.9.5 The Contractor shall not be required to employ as a Subcontractor any person or firm to whom they may reasonably object.

1.9.6 Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner.

1.10.0 DISPUTES

1.10.1 If a dispute or claim cannot be resolved to the satisfaction of both parties, either party may refer the matter to such judicial tribunal as the circumstances require.

1.11.0 INDEMNIFICATION

1.11.1 Except as provided in Paragraph 1.9.2, the Contractor shall be liable for and shall indemnify and hold harmless the Owner, their agents and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings whatsoever arising under any statute or Common law:

- a) In respect of personal injury to or the death of any person whatsoever arising out of or in the course of or caused by the carrying out of the Work; and
- b) In respect of any injury or damage whatsoever to any property, real or personal or any chattel real, insofar as such injury or damage arises out of or in the course of or by reason of the carrying out of the Work.

1.11.2 The Contractor shall not be liable under Paragraph 1.12.1 if the injury, death, loss or damage is due to any act or neglect of the Owner, their agents or employees.

1.12.0 CHANGES IN THE WORK AND EXTRA WORK

1.12.1 The Owner may, without invalidating the Contract, make changes by altering, adding to or deducting from the Work, with the Contract Price and the Contract Time being adjusted accordingly; and

1.12.2 No change in the Work shall be made without prior written order from the Owner, and no claim for an addition or deduction to the Contract Price or change in the Contract Time shall be valid unless so ordered and at the same time valued or agreed to be valued as provided in **1.13.0 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK**. Signed faxed copies are acceptable at the discretion of the Owner.

1.13.0 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK

1.13.1 The value of any change shall be determined in one or more of the following methods:

- a) By estimate and acceptance in a lump sum;
- b) By unit prices subsequently agreed upon;
- c) By cost and a fixed or percentage fee.

In the case of changes in the Work valued as outlined in Paragraph 1.14.1, the Contractor will submit an itemized estimate of all materials and labour (including Subcontractor's work) to complete the change.

In the case of changes in the Work as valued in Paragraph 1.14.1, the Contractor shall submit detailed invoices, vouchers and time sheets for all materials and labour to complete the change.

The submissions in both cases shall be in the manner acceptable to the Owner and will show separately the following percentages for overhead and profit:

- i. Subcontractors shall include, in the breakdown, their 15 percent mark-up (10 percent of the estimated cost for the overhead and 5 percent for profit).
- ii. The Contractor shall include, in the breakdown, the percentages as outlined in (i) for the overhead and profit on their portion of the Work.

iii. The Contractor shall add 10 percent to the Subcontractor's pricing for their own profit and overhead combined.

1.13.2 Notwithstanding the provisions of Paragraph 1.14.1, in case of changes in the Work, the amount charged for equipment rentals shall be that provided in the rental Contract, and no additional amount shall be paid as markup for overhead or profit for the Contractor or Subcontractor.

1.13.3 In the case of changes in the Work to be paid for under methods (b) and (c) of Paragraph 1.13.1, the form of presentation of costs and methods of measurement shall be agreed to by the Owner and Contractor before proceeding with the change. The Contractor shall keep accurate records, as agreed upon, of quantities or costs and present an account of the cost of the change in the Work, together with vouchers where applicable.

1.14 APPLICATION FOR PAYMENTS

1.14.1 The University shall make payment to the Supplier within thirty (30) days of an approved claim submitted by the Supplier as per the instructions outlined in the contract documents.

Notwithstanding this clause or any other provision of this Contract, the University may, in the event of a claim by the University against the Supplier for damages arising out of the performances or non-performance of the Contract, withhold payment of any amount equal to the alleged damages as set by the Owner until the liability for damages is established, and no amount of interest will be paid in amounts held under this clause.

1.15.0 TAXES AND DUTIES

1.15.1 Unless otherwise stated in the Supplementary General Conditions, the Contractor shall pay all applicable government sales taxes, goods and services taxes, customs duties and excise taxes with respect to the Contract.

1.15.2 Any increase or decrease in costs to the Contractor due to changes in such taxes and duties after the date of the Agreement and up to the agreed date of completion shall increase or decrease the Contract Price accordingly. If the Owner so desires, the Contractor is to cooperate with the Owner and permit access to books and records in order to establish the amount of such taxes involved.

1.15.3 The Contractor shall maintain full records of their estimates and of actual costs to them of the Work, together with all proper open calls, quotations, contracts, correspondence, invoices, receipts, payments to Subcontractors and Suppliers and vouchers relating thereto and shall make them available to audit and inspection by the Owner, the Auditor General for Newfoundland and Labrador or by persons acting on their behalf and shall furnish them with any information which they may require from time to time in connection with such records.

1.16.0 LAWS, NOTICES, PERMITS AND FEES

1.16.1 The laws of the Province of Newfoundland and Labrador shall govern the Work. Any disputes are to be heard/resolved in Newfoundland and Labrador.

1.16.2 The Contractor shall obtain all permits, licenses and certificates and pay all fees required for the performance of the Work which are in force at the date of open call closing with the following exceptions:

a) The Contractor shall obtain building permits for the Work where required.

- b) The Contractor shall not include the obtaining of permanent easements or rights of servitude.

1.16.3 The Contractor shall give all required notices and comply with all laws, ordinances, rules, regulations, codes and order of all authorities having jurisdiction relating to the Work, to the preservation of the public health and well-being of the University community safety which are or become in force during the performance of the Work.

1.16.4 The Contractor shall not be responsible for verifying that the Contract Documents are in compliance with the applicable laws, ordinances, rules, regulations and codes relating to the Work. If the Contract Documents are a variance therewith or changes which necessitate modifications to the Contract Documents are required by the authorities having jurisdiction subsequent to the date of open call closing, the Contractor shall notify the Owner in writing requesting direction immediately when any such variance or change is observed by them. The Owner will make the changes required to the Contract Documents, and the Contract Price and/or Contract Time shall be adjusted in accordance with **1.12.0 CHANGES IN THE WORK AND EXTRA WORK** and evaluated in accordance with **1.13.0 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK**.

1.16.5 If the Contractor fails to notify the Owner in writing and obtain their direction as required in 1.16.4 and performs any work knowing it to be contrary to any laws, ordinances, rules, regulation, codes and orders of any authority having jurisdiction, they shall be responsible for and shall correct any violations thereof and shall bear all costs, expense and damages, attributable to their failure to comply with the provisions of such laws, ordinances, rules, regulations, codes and orders.

1.17.0 PATENT FEES

1.17.1 The Contractor shall pay all royalties and patent license fees required for the performance of the Contract and such royalties or fees shall be deemed to have been included in the Contract Price. They shall hold the Owner harmless from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Contractor's performance of the Contract which are attributable to an infringement or an alleged infringement of any patent or invention by the Contractor or anyone for whose acts they may be liable.

1.17.2 The Owner shall hold the Contractor harmless against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Contractor's performance of the Contract which are attributable to an infringement or an alleged infringement of any patent or invention in executing anything for the purpose of the Contract, the model, plan or design of which was supplied to the Contractor by the Owner.

1.18.0 WORKERS' COMPENSATION

1.18.1 The Contractor shall be registered with and shall remain in good standing with the NL Workplace Health, Safety & Compensation Commission during the term of their Contract.

1.18.2 At any time during the term of the Contract when requested by the Owner, the Contractor shall provide evidence of compliance by themselves and any or all of their Subcontractors.

1.19.0 LIABILITY INSURANCE

1.19.1 Comprehensive General Liability Insurance

- a) Without restricting the generality of **1.11.0 INDEMNIFICATION**, the Contractor shall provide and maintain, either by way of a separate policy or by an endorsement to their existing policy, Comprehensive General Liability Insurance acceptable to the Owner and subject to limits set out in detail below, inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.
- b) The insurance shall be in the joint names of the Contractor and the Owner. It shall also cover as named Insureds all Subcontractors and anyone employed directly or indirectly by the Contractor or their Subcontractors to perform a part or parts of the Work but excluding Suppliers whose only function is to supply and/or transport products to the project site.
- c) The insurance shall preclude subrogation claims by the Insurer against anyone insured thereunder.
- d) The Comprehensive General Liability Insurance will not be limited to, but shall include coverage for:
 - i. Premises and Operations Liability
 - ii. Products or Completed Operations Liability
 - iii. Blanket Contractual Liability
 - iv. Cross Liability
 - v. Elevator and Hoist Liability
 - vi. Contingent Employer's Liability
 - vii. Personal Injury Liability arising out of false arrest, detention or imprisonment or malicious prosecution, libel, slander or defamation of character, invasion of privacy or wrongful entry
 - viii. Shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground surface, tunneling and grading, as applicable
 - ix. Liability with respect to non-owned, licensed vehicles.

1.19.2 The Contractor shall provide and maintain liability insurance in respect of owned licensed vehicles subject to limits set out in detail in **Article 1.19.0 LIABILITY INSURANCE subsection 1.19.6**.

1.19.3 All liability insurance shall be maintained continuously until twelve (12) months after the contract end date.

1.19.4 The Contractor shall provide the Owner with evidence of all liability insurance prior to the commencement of the Work and shall promptly provide the Owner with a certified true copy of each insurance policy.

1.19.5 All liability insurance policies shall contain an endorsement to provide all Named Insureds with prior notice of changes and cancellations. Such endorsements shall be in the following form:

"It is understood and agreed that the coverage provided by this policy will not be changed or amended in any way nor cancelled until thirty (30) days after written notice of such change or cancellation shall have been given to all Named Insureds."

1.19.6 The Contractor shall protect themselves and indemnify and save the Owner harmless from any and all claims which may arise from the Contractor's performance or failure of performance of the Contract and for this purpose shall, without restricting the generality of the foregoing, maintain insurance acceptable to the Owner to the following limits:

- a) Where the estimated contract value exceed \$100,000 (inclusive of HST)
 - Comprehensive General Liability = \$3,000,000.00;
 - Standard Automobile Policy Liability = \$3,000,000.00.
- b) Where the estimated contract value is less than \$100,000 (inclusive of HST)
 - Comprehensive General Liability = \$2,000,000.00;
 - Standard Automobile Policy Liability = \$2,000,000.00.

Prior to the commencement of any work hereunder, the Contractor shall file with the Owner a copy of each insurance policy and certificate required.

1.20.0 PROPERTY INSURANCE

1.20.1 Such coverage shall be provided by EITHER an ALL RISKS Builders' Risk Policy OR by a combination of a Coverage and Malicious Damage Endorsements and a Builder's Risk Difference in Conditions Policy providing equivalent coverage of Piers, Wharves and Docks, Government Structures Policy.

1.20.2 The policies shall insure against all risks of direct loss or damage. Such coverage shall apply to:

- a) All products, labour and supplies of any nature whatsoever, the property of the Insureds or of others for which the Insureds may have assumed responsibility, to be used in or pertaining to the site preparations, demolition of existing structures, erections and/or fabrication and/or reconstruction and/or repair of the insured project, while on the site or in transit, subject to the exclusion of the property specified.
- b) The installation, testing and any subsequent use of machinery and equipment including boilers, pressure vessels or vessels under vacuum.
- c) Damage to the Work caused by an accident to and/or the explosion of any boiler(s) or pressure vessel(s) forming part of the Work.

Such coverage shall exclude construction machinery, equipment, temporary structural and other temporary facilities, tools and supplies used in the construction of the Work and which are not expendable under the Contract.

1.20.3 The Contractor shall provide the Owner with evidence of all insurance prior to the commencement of the Work and shall promptly provide the Owner with a certified true copy of each insurance policy.

Policies provided shall contain an endorsement to provide all Named Insureds with prior notice of changes and cancellations. Such endorsements shall be in the following form:
"It is understood and agreed that the coverage provided by this policy will not be

changed or amended in any way or cancelled until thirty (30) days after written notice of such change or cancellation shall have been given to all Named Insureds."

1.20.4 All such insurance shall be maintained continuously until ten (10) days after the contract end date. All such insurance shall provide for the Owner to take occupancy of the Work or any part thereof during the terms of this insurance.

1.20.5 The policies shall provide that, in the event of a loss, payment for damage to the Work shall be made to the Owner and the Contractor as their respective interests may appear. Damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall be entitled to such reasonable extension of time for Performance of the Work as the Owner may decide.

1.20.6 The Contractor and/or their Subcontractors, as may be applicable, shall be responsible for any deductible amounts under the policies and for providing such additional insurance as may be required to protect the Insureds against loss on items excluded from the policies.

1.21.0 PROTECTION OF WORK AND PROPERTY

1.21.1 The Contractor shall protect the property adjacent to the project site from damage as the result of their operations under the Contract.

1.21.2 The Contractor shall protect the Work and the Owner's property from damage and shall be responsible for any damage which may arise as the result of their operations under the Contract except damage which occurs as the result of:

- a) Errors in the Contract documents; and/or
- b) Acts or omissions by the Owner, their agents, employees or other Contractors.

1.21.3 Should the Contractor, in the performance of this Contract, damage the Work and/or Owner's property and/or property adjacent to the place of the Work, the Contractor shall be responsible for making good such damage at their own expense or pay all costs incurred by others in making good such damage.

1.21.4 Should any damage occur to the Work and/or Owner's property for which the Contractor is not responsible as provided in of **1.11.0 INDEMNIFICATION**, they shall make good such damage to the Work and, if the Owner so directs, to the Owner's property.

1.21.5 The Contractor shall be completely responsible for the safety of the Work as it applies to protection of the public and property and construction of the Work.

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

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

1.21.6 Any person not following stipulated safety regulations shall be removed from site and not permitted to return until expressly authorized by the owner.

1.22.0 DAMAGES AND MUTUAL RESPONSIBILITY

- 1.22.1** If either party to this Contract should suffer damage in any manner because of any wrongful act or neglect of the other party or anyone employed by them then they shall be reimbursed by the other party for such damages. The party reimbursing the other party shall be subrogated to the rights of the other party in respect of such wrongful act or neglect if it be that of a third party.
- 1.22.2** Claims under this Contract shall be made in writing to the party liable within two (2) weeks after the first observance of such damage and may be adjusted by agreement or in the manner set out in **1.10.0 DISPUTES**.
- 1.22.3** If the Contractor has caused damage to any Other Contractor on the Work, the Contractor agrees upon due notice to settle with such other Contractor by agreement or arbitration, if they will so settle. If such other Contractor sues the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor and may require the Contractor to defend the action at the Contractor's expense. If any final order or judgment against the Owner arises therefrom, the Contractor shall pay or satisfy it and pay all associated costs incurred by the Owner.
- 1.22.4** If the Contractor becomes liable to pay or satisfy any final order, judgment or award against the Owner then the Contractor, upon undertaking to indemnify the Owner against any and all liability for costs, shall have the right to appeal in the name of the Owner such final order or judgment to any and all courts of competent jurisdiction.
- 1.22.5** Should the Contractor fail to meet the date to substantially perform the Work, as indicated in the Agreement between the Owner and the Contractor, and is unable to provide justification acceptable to the Owner for the delay then the Contractor will be held liable for any liquidated damages and may be held liable for payment to the Owner for other damages and losses suffered by the Owner as a result of the Contractor's delay including additional costs for Engineering/Architectural supervision.

1.23.0 BONDS

- 1.23.1** The Contractor shall promptly provide the Owner the surety bonds called for in the open call Documents.
- 1.23.2** All such bonds shall be issued by a duly incorporated surety company approved by the Owner and authorized to transact a business or surety-ship in the Province of Newfoundland and Labrador.
- 1.23.3** If bonds are called for in the open call Submission form, Instructions to Bidders or Supplementary General Conditions, the costs attributable to providing such bonds shall be included in the open call price.
- 1.23.4** Should the Owner require the provision of a bond or bonds by the Contractor other than those provided for under 1.23.3, the Contract Price shall be increased by all costs attributable to providing such bonds.

1.24.0 WARRANTY

- 1.24.1** The Contractor shall be responsible for the proper performance of the Work to the extent that the design and specifications permit such performance.

1.24.2 Subject to Paragraph 1.24.1, the Contractor agrees to correct promptly, at their own expense, defects or deficiencies in the Work which appear prior to and during the period of one (1) year from the date of Performance of the Work or such longer periods as may be specified for certain products or work.

1.24.3 The Contractor shall correct and/or pay for any damage to other work resulting from any corrections required under the conditions of Paragraph 1.24.2.

1.24.4 Neither the Owner's final certificate nor payment thereunder shall relieve the Contractor from their responsibility hereunder.

1.24.5 The Owner shall give the Contractor written notice of observed defects promptly.

1.25.0 CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK

1.25.1 The Contractor shall have complete control of the Work and shall effectively direct and supervise the Work to ensure conformance with the requirements of the Contract Documents. They shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all parts of the Work under the Contract.

1.25.2 The Contractor shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structural and other temporary facilities and the design and execution of construction methods required in their use. The Contractor shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform these functions where required by law or by the Contract Documents and, in all cases, where such temporary facilities and their method of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.

1.25.3 The Contractor shall carefully examine the Contract Documents and shall promptly report to the Owner any error, inconsistency or omission they may discover. The Contractor shall not be held liable for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents which they may discover, and they shall not proceed with the Work affected until they have received corrected or missing information from the Owner.

1.26.0 SUPERINTENDENCE

1.26.1 The Contractor shall employ a competent Superintendent and necessary assistants who shall be in attendance at the Work site at all times while the Work is being performed.

1.26.2 The Superintendent shall be satisfactory to the Owner and shall not be changed except for good reason and only then after consultation with and agreement by the Owner.

1.26.3 The Superintendent shall represent the Contractor at the place of work and instructions given to them by the Owner shall be held to have been given to the Contractor. Important instructions shall be confirmed to the Contractor in writing, other instructions will be so confirmed if requested.

1.27.0 LABOUR AND PRODUCTS

1.27.1 Unless otherwise stipulated elsewhere in the Contract Documents, the Contractor shall provide and pay for all labour, products, tools, construction equipment and machinery, water, heat, light, power, transportation and other facilities and services necessary for the requirements of the Contract Documents.

- 1.27.2** All products provided shall be new unless otherwise specified in the Contract Documents. Any products which are not specified shall be of a quality best suited to the purpose required, and their use shall be subject to the approval of the Owner.
- 1.27.3** In carrying out their duties under this Contract, the Contractor shall comply with all Provincial and Federal legislation respecting labour and the employment of labour, where applicable, including the Labour Standards Code and shall not operate in conflict with the Human Rights legislation. In the employment of labour, preference should be given to persons normally residing in Newfoundland and Labrador.
- 1.27.4** The Contractor and Subcontractors shall maintain and keep available for inspection by the Owner, a record of the names and addresses of all persons employed to perform the Work.
- 1.27.5** The Contractor shall maintain good order and discipline among their employees engaged on the Work and shall employ on the Work only employees skilled in their various trades.
- 1.27.6** There shall be no discrimination in the selection of workers for employment on the project in respect to race, religion, views or political affiliation.
- 1.27.7** The Contractor shall pay fair wages and shall pay rates of wages and allowances to the various classes of labour not less favourable than those prevailing in the area where the Work is being performed.
- 1.27.8** The Contractor shall be aware that the majority of hourly-paid and maintenance workers employed within the University are unionized. It is of utmost importance that any labour force used by the Contractor neither disrupts nor be disrupted by any labour conditions existing on the University campus. Failure by the Contractor to familiarize themselves with labour conditions on Campus or disruptions to the Contractor's own labour force because of labour conditions on Campus will not relieve them of their obligations to furnish all labour and materials necessary to carry out the requirements of the Contract.

1.28.0 SUBSURFACE CONDITIONS

- 1.28.1** The Contractor shall promptly notify the Owner in writing if, in their opinion, the subsurface conditions at the work site differ materially from that indicated or reasonably inferred from the Contract Documents.
- 1.28.2** After prompt investigation, should the Owner determine that conditions do differ materially, they shall issue appropriate instructions for changes in the Work.

1.29.0 USE OF THE WORK

- 1.29.1** The Contractor shall confine their apparatus, the storage of products and the operations of their employees to limits indicated by laws, ordinances, permits or by instructions of the Owner and shall not unreasonably encumber the premises with their products.
- 1.29.2** The Contractor shall not load or permit to be loaded any part of the Work with a weight or force that will endanger its safety.

- 1.29.3** Unless otherwise provided, the Contractor shall, at their own expense and without expense to the Owner, make suitable provision to accommodate all traffic, either pedestrian or vehicular, over or around the project upon which work is being performed in a manner satisfactory to the Owner.
- 1.29.4** The Contractor shall provide and maintain at their own expense such fences, barriers, signs, lights and watchmen as may be necessary to prevent avoidable accidents to University Users or to the public generally.
- 1.29.5** All work shall be executed with the least possible interference with or disturbance to personnel and the Public. The Contractor shall cooperate with the person in charge of the premises. The Contractor shall ascertain from the Owner's representative the hours during which the work shall be performed, conform to the directions of the representative and to the directions of the said representative in determining the order in which the work shall be done.
- 1.29.6** The Contractor shall carry out all work required to maintain the building services and to provide necessary access for personnel and vehicles whenever new work affects occupied portions of the building.
- 1.29.7** Before final completion of the work, the Owner shall be entitled to make use of any portion of the Work which is completed and fit for use for the installation of equipment, storage and furniture, supplies, etc., and for occupancy, if such can be arranged without interfering with the progress of the Work.

1.30.0 INSPECTION OF WORK

- 1.30.1** The Owner, the Owner and their authorized representatives shall have access to the Work for inspection wherever it is in preparation or progress. The Contractor shall cooperate to provide reasonable facilities for such access.
- 1.30.2** If parts of the Work are designated for special tests, inspections or approvals in the Contract Documents or by the Owner's instructions or the laws or ordinances of the place of the Work, the Contractor shall give the Owner timely notice requesting inspection. Inspection by the Owner shall be made promptly. The Contractor shall arrange for inspections by other authorities and shall notify the Owner with timely notice of the date and time.
- 1.30.3** If the Contractor covers or permits to be covered any of the Work that is designated for special tests inspections or approvals, before such special tests, the Contractor shall, if so instructed by the Owner, uncover the Work, have the inspection satisfactorily completed and make good the Work at their own expense.
- 1.30.4** The Owner may order any part of the Work to be specifically examined, should they believe such work not to be in accordance with the requirements of the Contract Documents. If upon examination such work is found not to be in accordance with the requirements of the Contract Documents, the Contractor shall correct such work and pay the cost of examination and correction. If such work is found to be in accordance with the requirements of the Contract Documents, the Owner will pay the cost of examination and replacement.
- 1.30.5** The Contractors shall furnish promptly to the Owner all certificates and inspection reports relating to the Work.

1.31.0 REJECTED WORK

1.31.1 Defective work, whether the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the Contractor and whether incorporated in the Work or not which has been rejected by the Owner as failing to conform to the Contract Documents, shall be removed promptly from the premises by the Contractor and replaced and/or re-executed promptly in accordance with the Contract Documents at the Contractor's expense.

1.31.2 Other Contractors' work destroyed or damaged by such removals or replacements shall be made good promptly at the Contractor's expense.

1.31.3 If, in the opinion of the Owner, it is not expedient to correct defective work not done in accordance with the Contract Documents, the Owner may deduct from the Contract Price the difference in value between the Work as done and that called for by the Contract, the amount of which shall be determined in the first instance by the Owner.

1.32.0 SHOP DRAWINGS AND SAMPLES

1.32.1 The Supplier shall furnish for review by the Owner all shop drawings or samples which may be required by the Specifications in such numbers or form as stated in the Specifications.

1.33.0 MATERIALS AND SUBSTITUTIONS

1.33.1 Materials described and named in the specifications with "or approved equal" clause after the Manufacturer's name are so described as to the establish quality only, and substitutions of a similar Owner's approval is obtained. Substitutions after the award may be considered under special circumstances.

1.33.2 Requests for substitutions must be accompanied by sufficient information in the form of shop drawings, manufacturer's literature, samples and other data to permit proper investigation of the substitutes proposed, together with any increase or decrease in price.

1.33.3 Whenever a substitute is proposed for approval, the Contractor shall guarantee that such proposed substitute will not adversely affect the space requirements allocated on the drawings for the material specified, and they shall agree to bear any additional expense incurred due to their use of the proposed substitute.

1.33.4 The Owner may accept or reject any or all of the proposed substitutions as they see fit, and their decision on a question of equality shall be final.

1.34.0 TIME OF ESSENCE

1.34.1 Time is of the essence of the Contract.

1.35.0 CLEANUP AND FINAL CLEANING OF THE WORK

1.35.1 The Contractor shall maintain the Work in a tidy condition and free from the accumulation of waste products and debris, other than that caused by the Owner, Other Contractors or their employees.

1.35.2 When the Work is substantially performed, the Contractor shall remove their surplus products, tools, construction machinery and equipment not required for the performance of the remaining Work. They shall also remove waste products and debris, other than that caused by the Owner, Other Contractors or their employees, and leave the Work clean and suitable for occupancy by the Owner, unless otherwise specified.

1.35.3 When the Work is totally performed, the Contractor shall remove their surplus products, tools, construction machinery and equipment. They shall also remove waste products and debris other than that caused by the Owner, Other Contractors or their employees

2. ENVIRONMENTAL HEALTH AND SAFETY REQUIREMENTS

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

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

2.1.0 REGULATIONS, CODES AND STANDARDS

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

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

2.2.0 GENERAL SAFETY REGULATIONS

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

- g. Safety Data Sheets shall be procured for any hazardous product used on campus. Such sheets shall be made readily available for consultation as required under the Workplace Hazardous Materials Information System (WHMIS).

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

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

2.3.0 CONTRACTOR SAFETY MANAGEMENT

2.3.1 All Contractors and Subcontractors to be used by the Contractor in the execution of the Contract shall be required to submit confirmation of a current third party occupational health and safety program certification (Letter of Assurance). These may include, but not be limited to, Certificate of Recognition (COR), OHSAS 18001, and CSA Z.1000.

2.3.2 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

2.3.3 Prior to Contract award, the Contractor will be required to provide the Information requested in 2.3.5 below.

2.3.4 All Contractors and Subcontractors are required to give the Owner written permission to approach Provincial regulatory authorities for applicable safety-related information on their respective firms.

2.3.5 The Contractor must also provide the following:

- (a) Health and Safety policy statement.
- (b) Safety Program table of contents.
- (c) Site Hazard Assessment.
- (d) Letter of Assurance for Compliance.

2.3.6 In lieu of a Subcontractors third party program, Contractors shall be required to integrate the Subcontractor(s) into the Contractors program and provide proof of same.

2.3.7 Memorial 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.

2.3.8 Memorial University reserves the right to refuse or cancel any contract with a Contractor that is not in compliance with Memorial's standards for Safety.

2.3.9 The University reserves the right to stop any work or portion of work where no documentation can be produced on site which identifies the hazards presented by a piece of work, safe work procedures for work or certification of employees performing work. The Contractor is liable for any costs incurred by affected parties associated with such a stoppage.

2.3.10 Prior to coming to site all workers must complete the Contractor Safety training found on the MUN website.

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

2.4.0 ACCESS TO SITE

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

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

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