
INSTRUCTIONS TO BIDDERS

INDEX

1. INTERPRETATION
2. OPEN CALL FOR BIDS
3. CONTRACT DOCUMENTS
4. ENQUIRIES
5. BID SURETY AND BONDING
6. BID PROCEDURES
7. REQUIRED DOCUMENTS WITH BID SUBMISSION
8. CURRENCY AND TAX CONDITIONS
9. OWNERSHIP AND RELEASE OF INFORMATION
10. IRREVOCABLE BID PERIOD
11. BIDDER DECLARATIONS
12. UNACCEPTABLE BIDS
13. CHANGES TO BIDS
14. WITHDRAWAL OF BIDS
15. SUBSTITUTION OF MATERIALS AND RETURN COSTS
16. ACCEPTANCE OF BID
17. OPENING OF BIDS
18. EVALUATION PROCESS
19. AWARD AND SIGNING OF CONTRACT
20. FAILURE TO RESPOND TO AWARD NOTIFICATION
21. COMMENCEMENT OF WORK
22. TENDERING AND CONTRACTS OFFICE CLOSURE
23. CONTRACTOR PERFORMANCE
24. SAFETY TRAINING AND SUPERVISION

INSTRUCTIONS TO BIDDERS

INDEX

25. PERIOD OF WORK

INSTRUCTIONS TO BIDDERS

1. INTERPRETATION

- (a) This document shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and the laws of Canada.
- (b) Where the Contractor consists of more than one person, the obligations of the Contractor shall be joint and several.
- (c) If any provision of this Contract is void, illegal, invalid or unenforceable; it shall be severable from the Contract and shall not invalidate or impair the remaining provisions of the Contract.
- (d) The Contractor is acknowledged to be an independent contractor and neither the Contractor, nor any officer, servant nor agent of the Contractor is deemed to be an employee of the Owner.
- (e) The Contract constitutes the entire agreement between the Owner and the Contractor. There are no other agreements of any kind other than those contained within the Contract.
- (f) **The Owner is the Municipality, Local Service District, or Other Organization as listed on the Tender Documents.**

2. OPEN CALL FOR BIDS

- (a) Bids must be received on or before the exact closing time and date indicated in the advertisement. BIDS RECEIVED AFTER THAT TIME WILL NOT BE CONSIDERED OR OPENED.
- (b) The Form of Agreement is included in the Contract Documents at the time of the Open Call for Bids for the purpose of information to Bidders and shall not be completed at the time of Bid submission.
- (c) Before submitting a Bid, Bidders shall carefully examine the Contract Documents and the proposed work and fully inform themselves of the existing conditions and limitations. **Site visits are strongly recommended but not mandatory unless otherwise specified.** No subsequent allowance under the Contract Documents will be considered for any Bidder who had failed to become familiar with all aspects of the work.
- (d) By submitting a Bid, a Bidder represents to the Owner that the Bidder has made such examination and is satisfied as to the conditions that will be encountered in performing the Work and as to the requirements described in the Open Call for Bids.
- (e) Neither the Province, 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 bid process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim; and
- (f) The Bidder waives any right to or claim for any compensation of any kind whatsoever including claims for costs of the preparation of

INSTRUCTIONS TO BIDDERS

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, 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.

- (g) The Bidder shall identify any information in the bid that may qualify for an exemption from disclosure under subsection 39(1) of the **Access to Information and Protection of Privacy Act, 2015**.
- (h) This procurement is subject to trade agreements, such as the Canada Free Trade Agreement and the Canada European Union Comprehensive & Economic Trade Agreement, where applicable.

3. CONTRACT DOCUMENTS

- (a) Notices of Open Calls for Bids will be posted on the Government of Newfoundland and Labrador's online procurement service provider website www.MERX.com.
- (b) The Contract Documents that form part of the Open Call for Bids consist of the Instructions to Bidders, Electronic Bid Form, Agreement, General Conditions, Supplementary General Conditions, Drawings, Specifications, and any Amendments to the Contract Documents issued during the bid period.
- (c) Every interpretation of, or addition to, the Contract Documents to be considered a valid part of the Contract Documents will be issued in the form of a written amendments.
- (d) No amendments will be issued less than five (5) calendar days prior to the closing date of the Open Call for Bids.
- (e) The Bidder is responsible for ensuring they have received all Open Call for Bids Amendments and are advised to check the Government of Newfoundland and Labrador's online procurement service provider website for Open Call for Bids Amendments before submitting their Bids.
- (f) The Bidder shall acknowledge amendments by using the online acknowledgement question provided.
- (g) The Owner or the Government of Newfoundland and Labrador may also avail of the e-procurement service provider, MERX, audit log for the purpose of verifying Bidder receipt and/or acknowledgement of amendments.

4. ENQUIRIES

- (a) A Bidder is solely responsible for obtaining all information that may be necessary in order to understand the requirements of the Open Call for Bids and to submit a Bid in accordance with the terms and conditions of the Open Call for Bids.

INSTRUCTIONS TO BIDDERS

- (b) If a Bidder finds errors, discrepancies or omissions in the Open Call for Bids, the Bidder shall notify the Solicitation Administrator, the Contact listed on MERX, of the error, discrepancy or omission as soon as possible. If a Bidder is unsure of the meaning or intent of any provision in the Open Call for Bids, the Bidder should request clarification from the Solicitation Administrator.
- (c) All enquiries related to the Open Call for Bids must be directed, in writing, to the Solicitation Administrator identified in the Open Call for Bids.
- (d) Responses to enquiries which, in the sole judgment of the Solicitation Administrator, require a correction or modification to the Open Call for Bids will be provided by an Amendment.
- (e) Responses to enquiries which, in the sole judgment of the Solicitation Administrator, do not require a correction or modification to the Open Call for Bids, will be provided by the Solicitation Administrator only to the Bidder that made the enquiry.
- (f) A Bidder is not entitled to rely on any response or interpretation received pursuant to an enquiry unless that response or interpretation is provided in writing by the Solicitation Administrator or by an Amendment to the Open Call for Bids.
- (g) If a Bidder has sent an enquiry and has not received any acknowledgement of its enquiry, the Bidder should follow up with the Solicitation Administrator.
- (h) Enquiries received within 48 hours of the Submission Deadline may not receive a response from the Solicitation Administrator.

5. BID SURETY AND BONDING

- (a) Bidding Security
 - (i) Every Bidder shall submit with the Bid a bid bond issued by an approved Surety Company licensed to do business in the Province of Newfoundland and Labrador and made out in favour of the Owner.
 - (ii) The bid bond shall be at least ten percent (10%) of the bid amount (without HST). All bids, regardless of monetary value require a Bid Security of at least ten percent (10%) of the bid amount (without HST), with a minimum security of five hundred dollars (\$500.00). Bid Securities shall be in the form of a Bid Bond or Certified cheque in favour of the Owner. An approved Certified cheque may be substituted in lieu of the bid bond. The bidding security will be returned upon receipt of the Performance and Labour and Materials Bonds.
 - (iii) For bids less than \$25,000.00, the terms of the Bid Security will be invoked and the amount retained by the Owner, if the Bidder fails to provide the required insurances and commence work within 30 calendar days of being notified of

INSTRUCTIONS TO BIDDERS

- the award of the work within the Open Call for Bids validity period.
- (iv) The Bid Security of the unsuccessful Bidders numbers 2 & 3 will be returned to them upon receipt of documentation from the successful Bidder or expiry of irrevocable bid period, whichever comes first. Bid Securities of Bidders higher than 3 will be returned after the Open Call for Bids opening.
 - (v) Failure to submit a bid security in accordance with this requirement will result in rejection of bid submitted.
 - (vi) The terms of the bid security will be invoked and the amount retained by the Owner if the Bidder fails to enter into an agreement when notified of the award of the work within the Open Call for Bids validity period; or fails to provide the Performance and Labour and Materials Bonds in the amount and within the period specified.
- (b) Performance Bond
- (i) A Performance Bond will be required in the amount of fifty percent (50%) of the contract price (exclusive of HST). The Performance Security is to be received not later than fourteen (14) calendar days after the award of the contract and prior to the formal execution of the agreement. No work is to be undertaken until the Performance Security has been received. Performance Security will not be required for a contract value of less than \$25,000.
 - (ii) In lieu of the Performance Bond, the Owner may accept at their sole discretion an approved Certified cheque for ten percent (10%) of the contract amount (exclusive of HST). The cheque will be retained and deposited by the Owner until satisfactory completion of the work including the warranty period, after which this amount will be returned to the Contractor together with the accrued interest thereon at the current bank rate.
- (c) Labour and Materials Payment Bond
- (i) A Labour and Materials Payment Bond will be required in the amount of fifty percent (50%) of the contract price (exclusive of HST). The Labour and Materials Payment Bond is to be received not later than fourteen (14) calendar days after the award of the contract and prior to the execution of the formal agreement. No work is to be undertaken until the Labour and Materials security has been received. Labour and Materials security will not be required for a contract valued at less than \$25,000.
 - (ii) In lieu of the Labour and Materials Bond, the Owner may accept at their sole discretion an approved Certified cheque of ten percent (10%) of the contract amount (exclusive of HST). The cheque will be retained until substantial

INSTRUCTIONS TO BIDDERS

- completion of the work. This security, if in the form of a cheque, will be returned to the Contractor together with the accrued interest thereon at the current bank rate.
- (d) E-Bonds
 - (i) Contractors may provide Bid Bonds, Performance Bonds as well as Labour and Material Payment Bonds in either paper or electronic format (E-Bonds).
 - (ii) In accordance with the recommendations of the Surety Association of Canada, the E-Bonds shall be digitally verifiable through a third party digital certification service provider that can maintain integrity of E-Bond content and provide secure access to the E-Bond such as Mobile Bonds, Xenex Enterprises or Trisura Guarantee Insurance Company.
 - (iii) All security bonds, paper or E-Bonds, are to be submitted through the MERX website.
 - (e) Contractors are advised that Certified cheques, money orders, or bank drafts from a recognized financial institution registered to do business in the Province of Newfoundland and Labrador, are acceptable forms of Bid Surety and Bonding in lieu of Bonds for Bidding Security, Performance Bonds, and Labour and Materials Payment Bonds. No other forms of Bid Surety and Bonding, including cash, will be accepted.
 - (f) Where a Certified cheque, money order or bank draft is the format chosen by the Bidder, the Bidder may submit the Certified cheque, money order or bank draft in person at the Tendering and Contracts office or via registered post no later than three (3) business days after the submission deadline or the bid will be disqualified. The Bidder must scan a copy (front and back) of the Certified cheque, money order or bank draft, clearly showing certification stamp, and **registered mail receipt** and include the documentation with the electronic bid.
 - (g) For material supply only contracts, no bid security or bonding will be required for the supply of vehicles or earth moving equipment.

6. BID PROCEDURES

- (a) Bids must be submitted before the Submission Deadline.
- (b) Bids received by the Government of Newfoundland and Labrador after the Submission Deadline, or by an unacceptable submission method, will be rejected.
- (c) The Owner may extend the Submission Deadline by issuing an Amendment to the Open Call for Bids at any time before the Submission Deadline.
- (d) For the purpose of the evaluation of Bids received in the Electronic Bid Form

INSTRUCTIONS TO BIDDERS

- (i) The Bid shall be the Total Bid Amount.
 - (ii) Work associated with Separate Prices may be deleted at the sole discretion of the Owner at the time of contract award and a deduction(s) will be made to the Total Bid Amount equal to the amount(s) indicated in the Electronic Bid Form.
 - (iii) Costs associated with Unit Price work will vary depending upon the quantities authorized by the Owner during the course of construction and the final contract amount will be adjusted accordingly, upwards or downwards, based upon the quoted unit rate, within the limits of the **Public Procurement Act**.
- (e) **ONLINE BID SUBMISSION PROCEDURES**
- (i) The online procurement service provider is www.MERX.com.
 - (ii) The Bidder is required to submit a Bid through the Government of Newfoundland and Labrador's online procurement service provider.
 - (iii) The Bidder is required to register a user profile with the Government of Newfoundland and Labrador's online procurement service provider, and the submission procedures set out on the online procurement service provider website shall apply, including those with respect to Amendment Acknowledgements and bid bond submission.
 - (iv) It is solely the Bidder's responsibility to ensure that its Bid is received by the online procurement service provider before the Submission Deadline. Bids received after the Submission Deadline will not be accepted.
- (f) If the Owner requests more information about a Bidder's legal name or status, address or contact information, the Bidder must provide the Owner with such information within three (3) calendar days of the request. Failure to provide the Owner with the requested information within such time period may result in that Bidder's Bid being rejected.
- (g) It is solely the Bidder's responsibility to ensure that its Bid is prepared correctly.
- (h) It is solely the Bidder's responsibility to ensure that its Bid and any Bid change or Bid withdrawal is received prior to the Submission Deadline.

7. REQUIRED DOCUMENTS WITH BID SUBMISSION

- (a) Evidence of compliance with all requirements with respect to worker's compensation (Workplace NL Certificate of Clearance documentation) and a Certificate of Recognition (COR) certified from the Newfoundland and Labrador Construction Safety Association (NLCSA), valid at the date of the Submission Deadline (Closing Date), where required, must be uploaded in the space

INSTRUCTIONS TO BIDDERS

provided in the electronic bidding system at the time of bid submission. Failure to provide these documents at the time of bidding shall result in disqualification of bid.

8. CURRENCY AND TAX CONDITIONS

- (a) All prices must be quoted in Canadian dollars.
- (b) The Owner certifies that the amounts payable to the successful Bidder for the Work will be paid by the Owner's funds.

9. OWNERSHIP AND RELEASE OF INFORMATION

- (a) Bids that are not withdrawn in accordance with these Bidding Procedures become the property of the Owner after the Submission Deadline.
- (b) The Bidder is advised that any information contained in a Bid may be released by the Owner in original or other forms if authorized or required by the Owner's or the Government of Newfoundland and Labrador's policies or procedures, including these Bidding Procedures, or by any law, including The ***Auditor General Act, 2021***, and the ***Access to Information and Protection of Personal Privacy Act (2015)***.
- (c) The financial value of the contract including unit prices where applicable, will be publicly released by the Owner as a part of the award notification.

10. IRREVOCABLE BID PERIOD

- (a) The Owner will endeavour to award a Contract within the specified validity period; however, Bids are irrevocable for sixty (60) calendar days after the Submission Deadline. A Bidder is bound to enter into the Contract if it is awarded the Contract during this period of irrevocability.
- (b) The Owner may request that Bidders agree to an extension of this period of irrevocability. The Bid of each Bidder that consents to such an extension remains irrevocable for the additional time requested by the Owner. The Bid of each Bidder that does not consent to such an extension remains irrevocable for the irrevocable bid period currently in force upon the Bid.
- (c) No Bidder has any obligation to enter into a Contract with the Owner upon the expiration of the irrevocable bid period. Where the irrevocable bid period in force upon a Bid has expired, further Bid information will not be released by the Owner provided the Bidder

INSTRUCTIONS TO BIDDERS

has so requested.

11. BIDDER DECLARATIONS

- (a) In submitting a Bid, the Bidder declares that the Bidder:
 - (i) is incorporated and in good standing under **The Corporations Act**, or otherwise authorized or permitted to legally carry on business in the Province of Newfoundland and Labrador;
 - (ii) is financially capable of carrying out the terms of the Contract; and
 - (iii) possesses all the necessary experience, capital, organization, and equipment to perform the Work in accordance with the terms and conditions of the Contract.
- (b) In submitting a Bid, the Bidder declares and represents that it has not knowingly participated in bid-rigging, collusion, or fraud in the preparation of its Bid. Further, the Bidder declares and represents that it has produced the Bid independently from, and without consultation, communication, agreement or arrangement with, any competitor, except where the competitor intends to become a Subcontractor for a portion of the Work or intends to form a joint venture arrangement with the Bidder.
- (c) The Bidder is advised that, under **the Competition Act**, the Bidder is responsible for notifying the Owner of any aforementioned agreements or arrangements with its competitors.
- (d) In submitting a Bid, the Bidder declares and represents that the Bidder does not knowingly have a conflict of interest related to the performance of the Work by the Bidder or by its Subcontractors. If the Bidder is in doubt as to whether individuals or circumstances give rise to a conflict of interest, the Bidder should consult with the Solicitation Administrator prior to submitting a Bid. The Owner may reject any Bid if, in its sole discretion, the Owner determines that an actual or potential conflict of interest exists.
- (e) By submitting a Bid, the Bidder agrees that:
 - (i) the Open Call for Bids, in its entirety, is deemed to be incorporated into and form part of the Bid notwithstanding that all parts of the Open Call for Bids may not be attached to or accompany the Bid;
 - (ii) all Open Call for Bids amendments have been received, considered and addressed in the Bid;
 - (iii) any changes to the submitted Bid received by the Government of Newfoundland and Labrador before the Submission Deadline form part of the Bid;
 - (iv) any proposals, counter-offers, qualifications or changes to the terms, conditions or specifications in the Open Call for

INSTRUCTIONS TO BIDDERS

- Bids by the Bidder will not be accepted by the Owner but will be disregarded and will not be incorporated into the Contract;
- (v) if they are the preferred Bidder, the Bidder will enter into a Contract with the Owner to complete the Work in accordance with the Bid and the terms, conditions and specifications contained in the Open Call for Bids; and
 - (vi) the Bid will form part of the Contract.
- (f) The Bidder will not engage in any form of political or other lobbying whatsoever in relation to the Open Call for Bids, including for the purpose of influencing the outcome of the process. Further, no such person (other than as expressly contemplated by this Open Call for Bids) will attempt to communicate in relation to the Open Call for Bids, directly or indirectly, with any representative of the Owner or the Government of Newfoundland and Labrador (GNL) (including any Minister or Deputy Minister, or any Members of the House Assembly, or any employee of the GNL), or any director, officer, employee, agent, advisor, consultant or representative of any of the foregoing, as applicable, for any purpose whatsoever. In the event of any lobbying or communication in contravention of this Section, the Owner in its sole and absolute discretion may at any time, but will not be required to, reject any and all bids submitted by that proponent without further consideration or compensation.

12. UNACCEPTABLE BIDS

- (a) Bids not submitted on the Electronic Bid Form through the MERX website will not be considered.
- (b) Paper or facsimile bids will not be accepted.
- (c) Bids received after the Open Call for Bids Closing time will not be considered.
- (d) Incomplete Bids will be rejected.
- (e) Bids not accompanied by an approved security in the correct amount will be rejected.
- (f) Bids containing qualification or additional clauses to the Electronic Bid Form will be rejected.
- (g) Incorrectly prepared Bids may be rejected.

13. CHANGES TO BIDS

- (a) Any changes to a Bid must be completed by editing the Electronic Bid before the Submission Deadline.
- (b) If, in the Owner's opinion, there is any ambiguity about the nature or effect of any change, the Owner may reject such a change and

INSTRUCTIONS TO BIDDERS

- evaluate the Bidder's Bid without regard to the change.
- (c) Where a change affects one or more Prices, the Bidder is reminded to make changes to all affected Prices.

14. WITHDRAWAL OF BIDS

- (a) A Bidder may withdraw a Bid, within the Electronic procurement system, without penalty, at any time before the Submission Deadline in MERX.

15. SUBSTITUTION OF MATERIALS AND RETURN COSTS

- (a) Bids shall be based upon using the materials or products as specified without substitution. Where two or more brand names are specified the choice shall be left to the Bidder. Where only one brand name is stated there shall be no substitution.
- (b) Where the Specifications include the "or approved equal" clause, substitutions may be proposed provided that:
 - (i) the request for a substitution is made in writing at least seven (7) business days prior to the Submission Deadline;
 - (ii) the request shall clearly define and describe the product for which the substitution is requested;
 - (iii) the substituted article is equivalent to the specified article with regards to design, function, appearance, durability, operation and quality.
- (c) Approval of the substitution by the Owner shall be in the form of an amendment to the Specifications issued at least five business (5) days prior to the Submission Deadline to all of those Bidders listed as having received a copy of the Open Call for Bids Documents.
- (d) In relation to Specification 01015 Materials & Equipment Delivered to Site, items that cannot be returned to the supplier MUST be noted before the submission deadline to the Owner (with the approximate cost) and the Owner will issue an amendment instructing on how to payment is to be made for unused (full) lengths.

16. ACCEPTANCE OF BID

- (a) The Owner will not necessarily accept the lowest or any Bid.
- (b) Upon written acceptance of the Bid within the Open Call for Bids validity period, the Electronic Bid Form becomes part of the Contract Documents and the successful Bidder becomes the Contractor. The Contractor will be required to execute a formal

INSTRUCTIONS TO BIDDERS

agreement with the Owner within fourteen (14) calendar days of the date of the letter of intent to award or letter to award.

17. OPENING OF BIDS

- (a) Bids received by the Submission Deadline will be opened publicly at Tendering and Contracts immediately after the Submission Deadline.
- (b) The Owner will post the bid results on the Government of Newfoundland and Labrador, Tendering and Contract's bid results web page after the Submission Deadline.
<https://www.merx.com/govnl>
- (c) Where an Open Call for Bids requires the submission of a bid bond (whether electronic or paper) but the bid bond has not been received prior to the Submission Deadline, the corresponding Bid will be rejected.
- (d) All Bids which were received at the time of the public opening will be evaluated after the public opening.
- (e) Anyone may attend the public opening via Skype meeting platform.
 - (i) Solicitations are undertaken in accordance with the Public Procurement Act and Regulations. The opening of submissions will be held on the designated date and time with two representatives of the Department of Transportation and Infrastructure, Tendering and Contracts.
 - (ii) To access the Skype meeting for the opening your organization may be interested in, please email tenderingandcontracts@gov.nl.ca no less than four hours prior to the stated date and time of the opening of submissions. The subject of the email must read 'Interest in Tender (Reference Number) Opening'. The body of the email must include the email of the individual who will be joining the Skype session. Email requests received less than four hours in advance of the opening shall not be acknowledged. Prior to the opening, an email including a Skype meeting invitation will be sent to the email address indicated in the request.
 - (iii) The following resources are available for organizations who do not currently use the Skype platform:
<https://support.microsoft.com/en-us/office/video-download-and-install-skype-for-business-9162ae37-12f9-4971-bbbe-2e4a05590f36>

<https://support.office.com/en-us/article/join-a-skype-for-business-meeting-with-skype-meetings-app-skype-for-business-web-app-4828ad18-ed21-422a-a870-94d676d4b72a>

INSTRUCTIONS TO BIDDERS

<https://support.office.com/en-us/article/trouble-installing-the-skype-for-business-web-app-plug-in-958fc5f1-2d6f-42e3-815d-a9516c591274>

18. EVALUATION PROCESS

- (a) Bids that were opened at the public opening and recorded in the Report After Open Call for Bids Call (**Unofficial Results**) will be reviewed and evaluated by the Owner after the public opening.
- (b) The process of evaluating Bids is as follows:
 - (i) Determine Bid Compliance (Pass/Fail),
 - (ii) Compare Total Prices,
- (c) Determining Bid Compliance (Pass/Fail)
 - (i) The Owner will evaluate all Bids that were opened at the time of public opening to determine whether they comply with the requirements of the Open Call for Bids.
 - (ii) Bids which the Owner determines, in its sole discretion, comply with the requirements of the Open Call for Bids will progress to the second step of the evaluation process. The Owner may reject a Bid submission if it is incomplete, incorrect or conditional, or contains additions, deletions, alterations or other irregularities. Bids which the Owner determines do not comply with the requirements of the Open Call for Bids will not progress to the second step of the evaluation and will be rejected.
 - (iii) The Owner may waive irregularities or reject all or any Bids if, in the sole discretion of the Owner, it is deemed appropriate.
- (d) Comparing Total Prices
 - (i) The Owner will compare the Total Prices of all compliant Bids to determine the Bid ranking. All compliant Bids will be assigned their respective places in order of lowest Total Price to highest Total Price. The preferred Bidder is the Bidder that submitted the compliant Bid with the lowest Total Price.
 - (ii) Where a Bidder fails to provide a Lump Sum Price, Separate Price, or Unit Price as identified in the Electronic Bid Form, the Bid will be rejected.
- (e) The Owner has the right to contact not only any of the references provided by the Bidder, but also any other references identified by the Owner who have had dealings with the Bidder or the Bidder's Subcontractors without prior notice to the Bidder.
- (f) If a preferred Bidder is rejected, the Bidder with the second-lowest Total Price becomes the preferred Bidder, and so on until either a Contract is awarded to a qualified Bidder having submitted a compliant Bid or the Open Call for Bids is cancelled.

INSTRUCTIONS TO BIDDERS

- (g) A Bidder will be notified, in writing, if its Bid is rejected.

19. AWARD AND SIGNING OF CONTRACT

- (a) The Owner is under no obligation to award a Contract to a Bidder, even if one or more Bids are determined to be compliant and one or more Bidders are determined to be qualified. Without limiting the generality of the foregoing, the Owner will have no obligation to award a Contract where:
- (i) there is only one Bid received;
 - (ii) the prices exceed the funds available for the Work;
 - (iii) the prices materially exceed prices for similar work in the past;
 - (iv) the prices materially exceed the Owner's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (v) the prices are unbalanced;
 - (vi) in the sole opinion of the Owner, the interests of the Owner would be best served by not awarding a Contract.
- (b) If no Contract is awarded, the Owner will give written notice to all Bidders, that no Contract award will be made and (where applicable) will post a notice on the Government of Newfoundland and Labrador's online procurement service provider website that the Open Call for Bids has been cancelled and no further Bid information will be released, provided the Bidder has so requested.
- (c) If the Owner decides to award a Contract, it will award the Contract to the qualified Bidder that has submitted a compliant Bid with the lowest Total Price.
- (d) The successful Bidder will be notified in writing that the Bidder has been awarded the Contract, subject to the Bidder complying with the specific conditions precedent to the Contract as set out in the Open Call for Bids or the notification of award.
- (e) The Bidder shall, within fourteen (14) calendar days after the date on which the notification of award was sent to the Bidder, demonstrate to the Owner that the Bidder has satisfied any conditions precedent to the Contract or in the notification of award. The Owner will execute the Contract and send a copy to the Contractor upon being satisfied that the requirement of this section is being met.

20. FAILURE TO RESPOND TO AWARD NOTIFICATION

- (a) If, within fourteen (14) calendar days after the date on which the written acceptance of the Bid was sent to the Bidder, the Owner has not received all of the following from the Bidder:

INSTRUCTIONS TO BIDDERS

- (i) the Contract, duly signed by the Bidder (if applicable);
 - (ii) a performance bond (if applicable);
 - (iii) a labour and material payment bond (if applicable); and
 - (iv) evidence that the Bidder has satisfied any conditions precedent to the Contract;
- then the Owner may do one or more of the following:
- a. where a bid bond was required, claim against the bid bond;
 - b. declare the Bidder ineligible to bid on Open Call for Bids issued by the Owner for a period of up to two (2) years;
 - c. proceed to award the Contract to, another Bidder;
 - d. cancel the Open Call for Bids;
 - e. exercise whatever other remedies are available by law.

21. COMMENCEMENT OF WORK

- (a) Unless otherwise authorized by the Owner, in writing, the Contractor shall not commence any Work until the Contractor has:
 - (i) submitted an approved performance bond (if required);
 - (ii) submitted an approved labour and material payment bond (if required);
 - (iii) submitted confirmation of all required insurances.
 - (iv) submitted a Site Specific Safety Plan acceptable to the Owner which shall also include accommodations for any current public health guidelines and advisories;
 - (v) complied with the conditions precedent to the Contract;
 - (vi) confirmed that the Owner has executed the Contract that was signed and submitted by the Contractor and,
 - (vii) attended a pre-construction meeting (if required).

22. TENDERING AND CONTRACTS OFFICE CLOSURE

- (a) In the event the Tendering and Contracts office is closed, any Open Call for Bids closing on that day will close at the scheduled time.

23. CONTRACTOR PERFORMANCE

- (a) Performance monitoring is required in accordance with the Public Procurement Act and Regulations. Upon completion of each contract, the contractor's performance will be evaluated according to prescribed criteria.
- (b) In accordance with Public Procurement Regulations Section 26, bidding privileges may be suspended due to noncompliant

INSTRUCTIONS TO BIDDERS

performance on a single contract or substandard performance on two (2) or more contracts.

24. SAFETY TRAINING AND SUPERVISION

- (a) Contractors shall ensure that work covered under these documents conforms, where required, to the following procedures and regulations set out by the Occupational Health and Safety Branch of Digital Government and Service NL or the Explosives Regulatory Division of Natural Resources Canada:
 - (i) Transportation of Dangerous Goods
 - (ii) Power Line Hazards - Navigation of Overhead Wires
 - (iii) General Blasting
 - (iv) Confined Spaces Entry
 - (v) Traffic Control Person and Highway Design and Construction's Traffic Control Manual
 - (vi) Fall Protection
 - (vii) CAN/CSA Z 797 Scaffolding
 - (viii) Workplace Hazardous Materials Information System
 - (ix) Working with Small Tools/Shop Equipment
 - (x) First Aid and CPR
 - (xi) Safety Committee
 - (xii) Emergency Response Plan Registration Number
 - (xiii) CSA Z275.2-92 Occupational Safety Code for Diving Operations
 - (xiv) Other applicable health or safety procedures or regulations.
- (b) Contractors shall complete the "Safety Training and Supervision Certificate" before construction commences and supply proof of pertinent health and safety training of workers and supervisors.
- (c) On projects where blasting is to be done, the contractor shall file an Emergency Response Assistance Plan with the Explosives Division of Energy, Mines and Resources Canada.

25. PERIOD OF WORK

- (a) Notwithstanding any other provision contained in these contract documents the Contractor shall not be permitted to work during the winter months between November 15, and April 15 of the following year, unless otherwise approved or directed by the Owner.
- (b) No work is to commence before the date of the formal agreement.