

**WorkplaceNL  
2020-01-T  
Standing Offer for the Supply of Physiotherapy Aids and Adaptive Equipment**

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**Issue Date: June 22, 2020**

**Closing Date: July 14, 2020 at 2:00pm (NL Time)**

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<b>SECTION 1 – SCOPE OF WORK AND SPECIFICATIONS</b>
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## **1.1 INTENT**

The Workplace Health, Safety and Compensation Commission (WorkplaceNL) invites submissions on the tender call for Physiotherapy Aids and Adaptive Equipment for a three (3) year period commencing September 1, 2020 to August 31, 2023 with an option to extend for an additional two (2) years until August 31, 2025 on the same terms and conditions. Should WorkplaceNL identify needs or if conditions change during the initial term of the Agreement, the said needs and/or conditions may be addressed in an Extension Agreement but pricing for the Services herein will remain firm.

It is the intention of WorkplaceNL to contract with a sole provider for all regions, however WorkplaceNL reserves the right to contract with separate providers, as required, to provide the required services.

## **1.2 OVERVIEW**

WorkplaceNL provides services to employers, injured workers and their dependents, and the public through the administration of the **Workplace Health, Safety and Compensation Act** (the **Act**). These services include promoting workplace health and safety in order to prevent and reduce workplace injuries and occupational disease. WorkplaceNL also works to ensure injured workers receive the best care possible and the benefits to which they are entitled; and facilitates recovery and return-to-work in an early and safe manner. In addition, WorkplaceNL administers an employer classification and assessment system, and must ensure adequate funding for services through sound financial management.

WorkplaceNL is organized along four main functional areas: 1) worker services; 2) employer services; 3) corporate services; and 4) financial services. These functional areas support the organization's three main lines of business:

1. Education on the prevention of workplace injuries, illnesses, and occupational disease;
2. Claims management for injured workers; and
3. Employer assessments (insurance coverage).

## **1.3 SCOPE OF WORK**

**1.3.1** Provision of WorkplaceNL approved physiotherapy aids and/or adaptive equipment to injured workers covered under the **Act** to assist in pain management, recovery and rehabilitation from work related injuries.

**1.3.2** Approval to purchase products for injured workers will be through a Purchase Order Number issued by WorkplaceNL.

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- 1.3.3** Access to place orders must be available Monday through Friday with the exception of statutory holidays.
- 1.3.4** The successful vendor must have a dedicated fax line to receive faxed Purchase Orders from WorkplaceNL at all times of the day.
- 1.3.5** Minimum product warranty must be valid for a period of one year from date of purchase.
- 1.3.6** Terms and conditions of Product Warranty must be provided in a document for the injured worker at the time of purchase or at delivery.
- 1.3.7** Products must be CSA approved, where applicable.
- 1.3.8** Products must comply with Health Canada Licensing Regulations, where applicable, and in those cases Bidders must include a complete listing of medical device license numbers for devices that require licensing in Canada.
- 1.3.9** In the event highlighted items in Section 1.5 – SPECIFICATIONS are required for hospital discharge or urgent treatment and are not available immediately from the successful bidder, WorkplaceNL may, in its sole discretion, obtain these items from another vendor(s).
- 1.3.10** The successful bidder must maintain sufficient stock on hand to prevent running out. In the event of back orders, the successful bidder must notify WorkplaceNL immediately and provide an estimate of when the item will be received. When back orders are more than five (5) business days, an alternate product must be offered. If, at the discretion of WorkplaceNL, a product is required sooner, the alternate product must be supplied.
- 1.3.11** The successful bidder must notify WorkplaceNL of discontinued items immediately and provide an alternate for approval by WorkplaceNL.
- 1.3.12** Contractors must have a centralized location for walk-in service and knowledgeable staff on site to provide product information and ensure appropriate sizing for injured workers who are picking up WorkplaceNL approved items.
- 1.3.13** The Tender is subject to award after WorkplaceNL Health Care Consultants have conducted an evaluation to determine if the products meet the specifications and durability expectations.
- 1.3.14** Clinical literature for products must be included with the bids or bidders must identify manufacturer websites for product specific information.
- 1.3.15** Product samples must be available at no cost to WorkplaceNL to evaluate, if required. Products will be returned to the bidder following evaluation.

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- 1.3.16** Manufacturer's suggested life expectancy under "normal" use must be provided for each product.
- 1.3.17** The successful bidder may be required to provide an in-service at WorkplaceNL's office to WorkplaceNL staff on products and the bidder's order filling process.
- 1.3.18** There must be a return policy for faulty, incorrect or unused products. WorkplaceNL recognizes that used products are not returnable.
- 1.3.19** The vendor must be notified of items to be returned within seven (7) days of delivery.
- 1.3.20** Delivery must be within three (3) business days to the destination determined on the purchase order.
- 1.3.21** Destination for delivery will be at the choice of WorkplaceNL to either the healthcare provider facility or the injured worker's mailing address.
- 1.3.22** Delivery costs must be identified according to delivery location (main centers across NL, rural areas of NL). Delivery of products for injured workers in NL must be available through the following methods;
  - Canada Post
  - Courier
  - Pick up from a centralized location
- 1.3.23** Delivery method and packaging should be selected in such a manner as to minimize shipping costs.

**1.4 MATERIALS, EQUIPMENT AND EMPLOYEES**

- 1.4.1** Unless otherwise stipulated, the Contractor shall provide and pay for all materials, equipment and labor necessary for the execution of the work. Unless otherwise specified, the materials, equipment and workmanship shall be as specified and agreed upon.
- 1.4.2** The contractor shall not employ on the work any unfit equipment or personnel not skilled in the work assigned.

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**1.5 SPECIFICATIONS**

<b>Item</b>	<b>Item Description</b>	<b>Size</b>	<b>Requirements</b>
<b>1.5.1</b>	Back Belt/Lumbar support, Comfortform or equivalent	S M L XL XXL XXXL	Size range should accommodate waist measurements from approximately 24" – 64"
<b>1.5.2</b>	Back Brace, Chattanooga LoPro or equivalent	S M L XL XXL XXXL	Size range should accommodate waist measurements from approximately 24" – 64"
<b>1.5.3</b>	Highback Backrest Support with Seat, Obusforme or equivalent		
<b>1.5.4</b>	Lowback Backrest Support with Seat, Obusforme or equivalent		
<b>1.5.5</b>	Highback Backrest Support, Obusforme or equivalent		
<b>1.5.6</b>	Lowback Backrest Support, Obusforme or equivalent		
<b>1.5.7</b>	Seat, Obusforme or equivalent		
<b>1.5.8</b>	Backrest Support, Obusforme Obus Ultraforme or equivalent		
<b>1.5.9</b>	Low Backrest, Innotech EmbraceAIR or equivalent		
<b>1.5.10</b>	Backrest, Innotech EmbraceAIR Plus or equivalent		
<b>1.5.11</b>	Backrest, Innotech EmbraceAIR King or equivalent		

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<b>Item</b>	<b>Item Description</b>	<b>Size</b>	<b>Requirements</b>
<b>1.5.12</b>	Bathtub safety mat	Approx. 38"x15"	Must have reliable slip protection the full length of standard bathtub. Must work on any non-textured bathtub surface. Must be cushioned and comfortable under foot. Must be made of high quality, allergen-free vinyl. Must be machine washable.
<b>1.5.13</b>	Bathtub Lift	Standard Bariatric	Must be compatible with most standard size bathtubs. Must be battery powered Must have separate hand control. Must have side flaps for transfers. Must have recline feature in the back. Must have some padding on the seat. Must have minimum three year warranty. Standard must accommodate a minimum of 250 lbs. weight capacity. Bariatric must accommodate a minimum of 350 lbs. weight capacity.
<b>1.5.14</b>	Bed Assist Transfer pole with Repositionable Grip Handle		
<b>1.5.15</b>	Bed Assist Rail		Must be securable to mattress or bed frame. Must have 250 lbs. weight capacity minimum.
<b>1.5.16</b>	Cold Compress	Approx. 6"x10" 8"x 10" 10"x13" Cervical 5"x19"	Must be reusable. Must be non-toxic. Must include washable cover/wrap. Must be able to be stored in freezer for use. Must be flexible to conform to the body.
<b>1.5.17</b>	Uni-Point Cane	Standard Bariatric	Might be lightweight metal. Must be height adjustable from approximately 30" to 39". Must have ergonomic grip handle. Must include ice pick. Standard must accommodate a minimum of 250 lbs. weight capacity. Bariatric must accommodate a minimum of 250 lbs. weight capacity.

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<b>Item</b>	<b>Item Description</b>	<b>Size</b>	<b>Requirements</b>
<b>1.5.18</b>	Ice Pick for Uni-point Cane		Must be replacement compatible for Uni-Point Cane referenced in 1.5.18
<b>1.5.19</b>	Quad cane	Standard Bariatric	Might be lightweight metal. Must be height adjustable from approximately 30" to 39". Must have ergonomic grip handle. Must include ice pick. Standard must accommodate a minimum of 250 lbs. weight capacity. Bariatric must accommodate a minimum of 350 lbs. weight capacity.
<b>1.5.20</b>	Elbow Clasp, Air Cast or equivalent	All sizes	
<b>1.5.21</b>	Kidney shaped Elbow Clasp	XS S M L XL	
<b>1.5.22</b>	Elbow clasp with custom pressure control, Tensor or equivalent	One-size fits all	Must enable pressure to be applied to specific, affected tendon. Must have easy to operate pressure control mechanism. Must have gel padding that conforms to the wearer's arm to provide cushioning and support.
<b>1.5.23</b>	Foam Rollers	4"x36" 6"x12" 6"x36"	Must be cylindrical. Must come in the following finishes; - soft smooth - hard smooth - textured
<b>1.5.24</b>	Foot Splint	S M L XL XXL	Must be suitable for treatment of plantar fasciitis.
<b>1.5.25</b>	Gel Insoles	All sizes	Must be suitable for all men's and women's shoe sizes. Must provide good quality shock absorption.
<b>1.5.26</b>	Orthotic insole, Superfeet or equivalent	All sizes	Must be suitable for all men's and women's shoe sizes. Must have arch support. Must provide good quality shock absorption.

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<b>Item</b>	<b>Item Description</b>	<b>Size</b>	<b>Requirements</b>
<b>1.5.27</b>	Residential Grab Bar, Wall Mounted	12" 16" 18" 24" 32" 36"	Must have 1.5" diameter non-slip grip surface. Must be made of stainless steel. Must have exposed, rotatable flanges. Must include mounting hardware. Must include mounting instructions.
<b>1.5.28</b>	Residential Grab Bar, Floor Mounted	30" 32" L-shape Bariatric	Must have 1.5" diameter non-slip grip surface. Must be made of stainless steel. Must have approx. 44" post height. Must have flip up arm rest when not in use, securable in the "up" position. Standard must accommodate a minimum of 250 lbs. weight capacity. Bariatric must accommodate a minimum of 350 lbs. weight capacity. Must include mounting hardware and instructions.
<b>1.5.29</b>	Hand Held Shower		Must fit standard ½" threaded shower plumbing. Must include wall mount bracket for thee hose with adhesive and screw attachment options. Must include a diverter valve. Must have easy to use on/off switch mechanism to pause water flow. Must have a flexible approx. 6'-7' long hose. Must have shower head/hose mounting bracket.
<b>1.5.30</b>	Hand Held Shower with Wall Mount Bar		Must have a flexible approx. 6'-7' long hose. Must have easy grip adjustable mechanism. Must have push-button trickle-full spray hand shower with approximately 24" wall grab bar slide mechanism. Must have option for vertical, horizontal or diagonal installation. Must include mounting hardware.



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<b>Item</b>	<b>Item Description</b>	<b>Size</b>	<b>Requirements</b>
<b>1.5.31</b>	Dry/Moist Heating Pad, Electric	Approx. 7"x15" 14"x14" 14"x27" U-shape 23"x20"	Must be CSA approved. Must have an on/off switch. Must have an automatic shutoff. Must have a removable, washable pad cover.
<b>1.5.32</b>	Derotation Knee Brace	XS S M L XL	Must not require custom fitting. Must be pre-fabricated and sized to be fitted with minor adjustments. Must be made of thermoplastic material or similar light weight material. Must be fixable to the knee securely, with adjustable straps. Must be hinged at the knee joint to allow for ease of movement.
<b>1.5.33</b>	Patellar Tracking Knee Brace	XS S M L XL	Must not require custom fitting. Must be pre-fabricated and sized to be fitted with minor adjustments. Must be made of thermoplastic material or similar light weight material. Must be fixable to the knee securely, with adjustable straps. Must be hinged at the knee joint to allow for ease of movement.
<b>1.5.34</b>	Sized Offloader Knee Brace	XS S M L XL	Must not require custom fitting. Must be pre-fabricated and sized to be fitted with minor adjustments. Must be made of thermoplastic material or similar light weight material. Must be fixable to the knee securely, with adjustable straps. Must be hinged at the knee joint to allow for ease of movement.
<b>1.5.35</b>	Knee Sleeve	XS S M L XL	Must not require custom fitting. Must be pre-fabricated and sized to be fitted with minor adjustments. Must be made of neoprene or similar material. May have adjustable straps.

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<b>Item</b>	<b>Item Description</b>	<b>Size</b>	<b>Requirements</b>
<b>1.5.36</b>	Hinged Knee Support Brace	XS S M L XL	Must not require custom fitting. Must be pre-fabricated and sized to be fitted with minor adjustments. Must be made of neoprene or similar material. May have adjustable straps. May be hinged at the knee joint to allow for ease of movement.
<b>1.5.37</b>	Lift Chair	A variety of models to meet all height, width and weight capacities  Standard Bariatric	Must be able to provide 3-position full recline or infinite for sleeping. Must allow left or right remote hand control location. Must have hand control attached. Must have pillow, split and button back style options. Must have seat to floor measurement 18"-21". Must have options for seat depths between 18"-22". Must have options for seat width between 18"-24". Must have top of seat back height from 24"-29". Must have durable, stain resistant upholstery in a selection of basic décor colors. Standard must accommodate a minimum of 250 lbs. weight capacity. Bariatric must accommodate a minimum of 350 lbs. weight capacity.
<b>1.5.38</b>	Long Handle Sponge		Must be lightweight. Must be break resistant. Must include a replacement sponge.
<b>1.5.39</b>	Long Handle Sponge, angled or curved		Must be lightweight. Must be break resistant. Must include a replacement sponge.
<b>1.5.40</b>	Long Handle Shoe Horn		Must be lightweight. Must have full metal shaft. Must be break resistant.
<b>1.5.41</b>	Long Handle Dust Pan		Must be lightweight. Must be break resistant.
<b>1.5.42</b>	Long Handle Duster		Must be lightweight. Must be break resistant.

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<b>Item</b>	<b>Item Description</b>	<b>Size</b>	<b>Requirements</b>
<b>1.5.43</b>	Long Handle Sock Aid		Must be lightweight. Must be break resistant.
<b>1.5.44</b>	Long Handle Reacher	Approx. 22" 26" 32.5"	Must be lightweight. Must be break resistant.
<b>1.5.45</b>	Lumbar Roll, Orthocanada or equivalent	4" 5"	
<b>1.5.46</b>	Lumbar Roll, Obusforme or equivalent		
<b>1.5.47</b>	½ Back Lumbar Roll, Obusforme Comforter or equivalent		
<b>1.5.48</b>	Back roll, MacKenzie Bakrol 36 or equivalent		
<b>1.5.49</b>	Adjustable Back Cushion (inflatable), Obusforme or equivalent		
<b>1.5.50</b>	Mattress Topper 3" Memory Foam	Twin Double Queen King	
<b>1.5.51</b>	Water pillow, Solitude, Chiroflow or Mediflow Water Pillow or equivalent		
<b>1.5.52</b>	Moulded cervical pillow, Therapeutica pillow or equivalent	Petite Average Large X-Large	
<b>1.5.53</b>	Contoured Cervical Pillow, Obusforme or equivalent		
<b>1.5.54</b>	4-in-1 Pillow, Obusforme Neck & Neck or equivalent		
<b>1.5.55</b>	Standard Memory Foam Pillow		
<b>1.5.56</b>	Pillow, Omega Normalizer or equivalent		
<b>1.5.57</b>	Body pillow Obusforme, or equivalent		

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<b>Item</b>	<b>Item Description</b>	<b>Size</b>	<b>Requirements</b>
<b>1.5.58</b>	L-shape Pillow		
<b>1.5.59</b>	Standard Raised Toilet Seat	Standard Bariatric	<p>Must be designed to fit regular toilet bowls.</p> <p>Must have height increment options between 2"-6".</p> <p>Must have comfortable seat cushion made of easy to clean, durable, molded composite.</p> <p>Standard must accommodate a minimum of 250 lbs. weight capacity.</p> <p>Bariatric must accommodate a minimum of 350 lbs. weight capacity.</p>
<b>1.5.60</b>	Raised Toilet Seat with Arms and Safety Clamp	Standard Bariatric	<p>Must be designed to fit regular toilet bowls.</p> <p>Must have height increment options between 2"-6".</p> <p>Must have comfortable seat cushion made of easy to clean, durable, moulded composite.</p> <p>Standard must accommodate a minimum of 250 lbs. weight capacity.</p> <p>Bariatric must accommodate a minimum of 350 lbs. weight capacity.</p>
<b>1.5.61</b>	Raised Toilet Seat with Armrests, Lid and Adjustable Height, Invacare A900 or equivalent	Standard Bariatric	<p>Must be designed to fit regular toilet bowls.</p> <p>Must have 2", 4" &amp; 6" seat height adjustment.</p> <p>Must have removable lid.</p> <p>Must have flip up armrests.</p> <p>Standard must accommodate a minimum of 250 lbs. weight capacity.</p> <p>Bariatric must accommodate a minimum of 350 lbs. weight capacity.</p>

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<b>Item</b>	<b>Item Description</b>	<b>Size</b>	<b>Requirements</b>
<b>1.5.62</b>	Raised Toilet Seat Safety Frame	Standard Bariatric	<p>Must have anodized, non-corrosive, 1" aluminum tubing frame.</p> <p>Must have easy to attach safety brackets.</p> <p>Must be adjustable for heights 25.75 min–30" maximum safety frame bracket.</p> <p>Must be adjustable for distance between arms 17.5"–20.5" maximum.</p> <p>Must have bracket that includes armrest for secure hand support.</p> <p>Standard must accommodate a minimum of 250 lbs. weight capacity.</p> <p>Bariatric must accommodate a minimum of 350 lbs. weight capacity.</p>
<b>1.5.63</b>	Shoulder immobilizer, Rolyan or equivalent	XS S M L XL	<p>Must be latex free.</p> <p>Must have padded neck/shoulder strap(s).</p> <p>Must have full pocket to support and position forearm/elbow.</p> <p>Must have waist strap to limit shoulder movement.</p>
<b>1.5.64</b>	Threshold Ramp	Approx. 41" wide 53" wide 65" wide 77" wide	<p>Must be made of rubber.</p> <p>Must be able to be field cut and coped.</p> <p>Must be available for ½" and 1" offset heights.</p> <p>Must meet or exceed standard for "Slip Resistant Floor Materials".</p> <p>May be 1 or 2 piece assembly.</p>
<b>1.5.65</b>	Shower/Bath Chair with Back	Standard Bariatric	<p>Must have moulded or vinyl padded seat.</p> <p>Must fit most standard bathtubs or showers and allow entry from right or left.</p> <p>Must have ergonomic handles on seat.</p> <p>Must have minimum of 8 height adjustments in 1" increments.</p> <p>Must have slip-resistance, non-marring, rubber safety tips.</p> <p>Standard must accommodate a minimum of 250 lbs. weight capacity.</p> <p>Bariatric must accommodate a minimum 350 lbs. weight capacity.</p>

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<b>Item</b>	<b>Item Description</b>	<b>Size</b>	<b>Requirements</b>
<b>1.5.66</b>	Shower/Bath Chair without Back	Standard Bariatric	Must have moulded or vinyl padded seat. Must fit most standard bathtubs or showers and allow entry from right or left. Must have ergonomic handles on seat. Must have minimum of 8 height adjustments in 1" increments. Must have slip-resistance, non-marring, rubber safety tips. Standard must accommodate a minimum of 250 lbs. weight capacity. Bariatric must accommodate a minimum 350 lbs. weight capacity.
<b>1.5.67</b>	Bathtub Transfer Bench	Standard Bariatric	Must have moulded or vinyl padded seat. Must fit most standard bathtubs or showers and allow entry from right or left. Must have ergonomic handles on seat. Must have minimum of 8 height adjustments in 1" increments. Must have slip-resistance, non-marring, rubber safety tips. Standard must accommodate a minimum of 250 lbs. weight capacity. Bariatric must accommodate a minimum 350 lbs. weight capacity.
<b>1.5.68</b>	SI Belt, Compressor or equivalent	S M L XL	
<b>1.5.69</b>	SI Belt, SI-LOC or equivalent	S M L XL	
<b>1.5.70</b>	SI Belt, Active or equivalent	S M L XL	
<b>1.5.71</b>	SI Belt, Spine Power or equivalent	S M L XL	

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<b>Item</b>	<b>Item Description</b>	<b>Size</b>	<b>Requirements</b>
<b>1.5.72</b>	Over the Door Exercise Pulley System		Must fit over standard doors. Must include over the door bracket. Must have adjustable Length rope. Must have smooth operation pulleys. Must have cushioned, slip-resistant, ergonomic grip handles.
<b>1.5.73</b>	Walker, folding	Standard Bariatric	Must have dual release, folds on both sides. Must be adult size with minimum width inside main handgrips 17". Must meet client height needs, max. 6'4". Must be lightweight. Must include PVC handgrips. Must accommodate walker wheels. Standard must accommodate a minimum of 250 lbs. weight capacity. Bariatric must accommodate a minimum of 350 lbs. weight capacity.
<b>1.5.74</b>	Walker Wheels	3"diameter 5"diameter	Must be fixed, not swivel. Must include glides for rear walker legs. Must fit walker referenced in 1.5.73
<b>1.5.75</b>	Walker Tray, Standard		Must fit walker referenced in 1.5.73
<b>1.5.76</b>	Walker, Rollator or equivalent	Standard Bariatric	Must have flip up seat. Must have 4 wheels. Must have adjustable handle height. Must have powder coated heavy duty steel construction. Must have anatomical grip with locking loop brakes. Must have shopping basket and removable tray. Must be foldable for easy storage and transport. Standard must accommodate a minimum of 250 lbs. weight capacity. Bariatric must accommodate a minimum of 350 lbs. weight capacity.

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<b>Item</b>	<b>Item Description</b>	<b>Size</b>	<b>Requirements</b>
<b>1.5.77</b>	Wheelchair, Basic	16" seat width 18" seat width 20" seat width <sup>i</sup>	Must have removable, swing away footrests. Must have removable or flip up armrests. Must have at least 2 seat height adjustment options between 16" and 18". Must have back height 16" and 18". Must have weight capacity of 250 lb. minimum.
<b>1.5.78</b>	Wrist/Thumb Spica Brace	XS S M L XL	Must be off the shelf, pre-fabricated and sized to be fitted with minor adjustments. Must be made of breathable, flexible and washable material. Must be fitted to immobilize the thumb while allowing the other digits freedom of movement. Must be fixable to the hand/thumb area securely with adjustable straps.
<b>1.5.79</b>	Wrist Support, Rolyan Soft Wrist Support or equivalent	S M L XL	Must be available for left and right wrists. Must be off the shelf, pre-fabricated. Must be sized to be fitted with minimum adjustments. Must be made of flexible, breathable, washable material.
<b>1.5.80</b>	Wrist Brace, Futuro or equivalent	S M L XL	Must be available for left and right wrists. Must be off the shelf, pre-fabricated. Must be sized to be fitted with minimum adjustments. Must be made of flexible, breathable, washable material.
<b>1.5.81</b>	Wrist Wrap, Benik or equivalent	S M L	Must be available for left and right wrists. Must be off the shelf, pre-fabricated. Must be sized to be fitted with minimum adjustments. Must be made of flexible, breathable, washable material.
<b>1.5.82</b>	Walking Boot, Low profile	All men's and women's foot and calf sizes	Must be light weight. Must have semi-rigid outer shell. Must have cushioned inner and outer sole for shock absorption. Must have adjustable straps for support. Must have washable padded liner.



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**1.6 Quality of Goods**

- 1.6.1** Unless otherwise stated in the Tender, all material included in the Bid must be new, first quality goods. Used, refurbished, second, obsolete, discontinued or demonstrator items must only be proposed if the Tender specifically requests or otherwise states that such goods will be allowed.
- 1.6.2** Where applicable, the end user must be provided with complete operation manuals, warranty registration forms, user licenses/authentications and/or other associated documentation normally provided by the manufacturer, reseller, installer and/or consultants.
- 1.6.3** The Bidder warrants that there are no patents, trademarks or other rights restricting the use, repair or replacement of the goods or services furnished or any part thereof. The Bidder agrees to indemnify and save harmless WorkplaceNL from and against all claims filed or prosecuted in any manner because of such use, repair, or replacement of the goods or services being a violation of any patent, trademark, or other right.

**SECTION 2 – INSTRUCTIONS TO BIDDERS**

**2.1 QUALIFICATIONS AND EXPERIENCE**

- 2.1.1** The successful Bidder must possess the necessary knowledge, skill and experience to supply the Physiotherapy Supplies and Adaptive Equipment and must meet the following mandatory criteria:
- The successful Bidder must have a proven record of providing the services tendered with a minimum of five (5) years' experience.

**2.2 ELECTRONIC COPY OF DOCUMENT**

- 2.2.1** WorkplaceNL reserves the right to modify the terms of the Tender by issuance of addenda at any time prior to closing. It is the responsibility of the Bidder to ensure that they monitor WorkplaceNL's website (<http://www.workplacenl.ca>) or externally through the web posting at [www.merx.com](http://www.merx.com) for any addendum to the Tender issued up to and including the closing date.
- 2.2.2** It is the Bidder's responsibility to ensure that they have received a complete set of documents. By submitting a Bid, the Bidder verifies that they have received a complete set of Tender documents including any and all addenda. All terms,

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conditions, and/or specifications stated or referenced in the Tender are assumed to be accepted by the Bidder and incorporated in the Bid.

- 2.2.3** Bidders who have obtained the Tender electronically must not alter any portion of the document, with the exception of applying any addendum issued by WorkplaceNL.

**2.3 QUESTIONS AND CLARIFICATION**

- 2.3.1** All questions related to this Tender must be directed in writing by email to [purchasing@workplacenl.ca](mailto:purchasing@workplacenl.ca) and received by WorkplaceNL before 4:00 PM Newfoundland Time on July 3, 2020.

- 2.3.2** All questions must include the Tender number and title in the email subject line. All questions should include the Bidder's name and address, contact person's name, telephone number, and email address, and the reference to the specific section and page number of the Tender in question.

- 2.3.3** To the extent that WorkplaceNL considers that the answer to the question may assist in the preparation of a Bid, WorkplaceNL will post an addendum on its website which will be part of the Tender. WorkplaceNL may not answer a question where WorkplaceNL considers the information requested is not required to prepare a Bid, or where the answer to the question posed may be found in the Tender. No responses shall be binding upon WorkplaceNL unless made in writing. Information obtained from any other source is not official and may be inaccurate and it is not binding.

**2.4 CONFIDENTIALITY AND OWNERSHIP OF INFORMATION**

- 2.4.1** Information pertaining to WorkplaceNL obtained by the Bidder as a result of participation in this Tender and/or negotiations with WorkplaceNL, if any, is confidential and shall not be disclosed without prior written authorization from WorkplaceNL.

- 2.4.2** The Tender and any supplementary document or portion thereof is proprietary information, and must not be used by the Bidder without the permission of WorkplaceNL, other than for the submission of Bids.

- 2.4.3** All Bids submitted become the property of WorkplaceNL. By submitting a Bid, the Bidder hereby grants WorkplaceNL a license to distribute, copy, print, or translate the Bid for the purposes of the Tender. Any attempt to limit WorkplaceNL's right in this area may result in rejection of the Bid.

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- 2.4.4** The procurement process is subject to the **Access to Information and Protection of Privacy Act, 2015**, SNL 2015 c. A-1.2, as amended (**ATIPPA**). The Bidder's Bid package may be subject to disclosure under the **ATIPPA**. By submitting a Bid, the Bidder agrees to the appropriate disclosure of the information supplied, subject to the provisions of the governing law. WorkplaceNL cannot guarantee the confidentiality of the content of any Bid after the closing date. WorkplaceNL shall not be liable to any Bidder for any claim, direct or indirect, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever incurred by the Bidder as a result of disclosure pursuant to the **ATIPPA**.
- 2.4.5** By submitting a bid, the Bidder agrees that it has identified any specific information in its bid that may qualify for an exemption from disclosure under subsection 39(1) of the **ATIPPA**. If no specific information has been identified it is assumed that, in the opinion of the Bidder, there is no specific information that qualifies for an exemption under subsection 39(1) of the **ATIPPA** and information may be released without further notice.
- 2.4.6** The financial value of a contract resulting from this procurement process will be publically released as part of the award notification process.

**2.5 NO CLAIMS BY BIDDER**

- 2.5.1** By participating in the process outlined in this Tender document, the Bidder consents to the procedures as described in this Tender.
- 2.5.2** By submitting a bid, each Bidder irrevocably waives any claim, action or proceeding against WorkplaceNL, including without limitation any judicial review or injunction application, or against any of WorkplaceNL's employees, advisors or representatives for damages, expenses or costs including costs of bid preparation, loss of profits, loss of opportunity or any consequential loss for any reason including: any actual or alleged unfairness on the part of WorkplaceNL at any stage of the procurement process; if WorkplaceNL does not award or execute a contract; or if WorkplaceNL is subsequently determined to have accepted a noncompliant bid or otherwise breached or fundamentally breached the terms of this procurement.

**2.6 CONFLICT OF INTEREST**

- 2.6.1** The Bidder, its employees, officers, associates and/or approved sub-contractors shall not and will not have any conflict of interest (actual or potential) in submitting its Bid or, if selected, in providing services under the agreement. Where applicable, the Bidder must declare in its Bid any situation that may be a conflict of interest in submitting its Bid or, if selected, with the contractual obligations under the agreement.

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- 2.6.2** If, at the sole and absolute discretion of WorkplaceNL, the Bidder, its employees, officers, associates and/or approved sub-contractors is found by WorkplaceNL to be in an actual or perceived conflict of interest either during the Tender or after award of the contract, WorkplaceNL may, in addition to any other remedies available at law or in equity, disqualify the Bid submitted by the Bidder or terminate the agreement.
- 2.6.3** Sub-contracting to any firm or individual whose current or past corporate or other interests may, in WorkplaceNL's opinion, give rise to an actual or perceived conflict of interest in connection with this Tender will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of the Tender.

**2.7 AGREEMENT**

- 2.7.1** The successful Bidder shall comply with the WorkplaceNL Standard Terms and Conditions attached hereto. To be eligible to provide services to WorkplaceNL, the successful Bidder shall initial all 5 pages of the WorkplaceNL Standard Terms and Conditions within the time frame established by WorkplaceNL.
- 2.7.2** Any awards made pursuant to this Tender process are subject to receipt by WorkplaceNL of the initialed WorkplaceNL Standard Terms and Conditions.
- 2.7.3** Claims made by the Bidder in the Bid will constitute Contractual warranties.

**2.8 TENDER CLOSING AND DELIVERY**

- 2.8.1** Due to Covid-19 precautions Bidders are required to submit Bids via electronic upload at [www.merx.com](http://www.merx.com) (**see Appendix "D" – Electronic Bid Instructions**).
- 2.8.2** Bidders will be solely responsible for the delivery of their Bids, in their entirety, in the manner and time prescribed.

**2.9 BID INSTRUCTIONS**

- 2.9.1** The Bidder must submit one (1) copy of the Bid and related documentation, including Appendix "A", Check List and Appendix "C" Price Quotation Chart.
- 2.9.2** The Bidder must submit one copy of the attached Appendix "B", Bid Form, which must be signed by the Bidder or an authorized representative of the Bidder. If the Bidder is a corporation, the Bid must be signed by the authorized signing officer of the corporation.
- 2.9.3** It is essential that the Bid is complete and thoroughly addresses each requirement identified in the Tender, as incomplete Bids may be declared "non-responsive". Bids

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that are improperly signed, conditional, illegible, obscure, or contain arithmetical errors, erasures, alterations, or irregularities of any kind may be considered invalid.

- 2.9.4** The Bid must include a written statement of the company history, including, but not limited to, the length of time in business, and the length of time Physiotherapy Aids and Adaptive Equipment of a similar size and scope AND/OR a written statement outlining the knowledge, skills and experience of the Bidder and describing how the Bidder meets the mandatory criteria listed in paragraph 2.2.1.
- 2.9.5** The Bid shall be accompanied by a list with a minimum of three (3) client references with appropriate contact information who can provide evidence of previous experience providing similar services with comparable scope and tender value. This list shall include the name of a contact person for reference purposes. References may be contacted as part of the review process. The list of references should exclude any potential references from WorkplaceNL.
- 2.9.6** The Bidder must describe the duration, type (e.g. on site, depot, ship-in or carry-in) and terms of the manufacturer's warranty on all goods. If the Bidder provides any additional/supplementary warranty coverage, the Bidder must describe this as well.
- 2.9.7** If warranties can be upgraded or extended, the Bidder must identify the upgrade costs separately. Do not include warranty upgrade or extension costs in the Bid price unless the Tender specifically states that the upgrade is a mandatory requirement.
- 2.9.8** The Bidder must acknowledge that they have read and understood any and all addenda in both the Appendix "A", Check List and the Appendix "B", Bid Form.
- 2.9.9** Shipping, cartage, lading, insurance and handling charges must be included in the total price. If these charges have not been stated specifically, it will be assumed that they have been included in the Bid price.
- 2.9.10** By submitting a Bid, the Bidder guarantees that, unless the Tender specifies otherwise, all components required to make the required equipment or system operable or to deliver the required services have been included in the Bid, or will be provided at no additional charge to WorkplaceNL.
- 2.9.11** While WorkplaceNL has tried to ensure the accuracy of the Tender, it is not guaranteed or warranted by WorkplaceNL to be accurate, nor is it necessarily comprehensive or exhaustive. WorkplaceNL will assume that all Bidders have resolved any questions they might have about the Tender and have informed themselves as to the existing conditions and limitations, site restrictions, etc. before submitting their Bids. Nothing in the invitation is intended to relieve Bidders from forming their own opinions and conclusions with respect to the matters addressed in the Tender.

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- 2.9.12** Any error in the Bid is the responsibility of the Bidder. Submitted Bids may be amended prior to closing by submitting a complete new Bid clearly indicating it replaces the previously submitted Bid. Any such new Bid is subject to the requirements as outlined herein. The said new Bid replaces any other Bids previously submitted by the Bidder, and only the last of any new Bids received will be accepted.
- 2.9.13** Any Bid received in response to a Tender may be withdrawn by written request to WorkplaceNL, Pamela Meaney, Finance, but cannot be withdrawn, altered or changed in any way after the Tender Closing Date. All requests for withdrawal, amendment or submission of a replacement Bid must be submitted in writing on company letterhead or equivalent, and be signed by the Bidder, an authorized representative of the Bidder or, if a corporation, an authorized signing officer of the corporation.

## **2.10 BID EVALUATION**

- 2.10.1** Tender evaluation and award of contract will be done in accordance with the **Public Procurement Act**, SNL 2016, c. P-41.001, as amended, and WorkplaceNL's procedures.
- 2.10.2** Tenders will be opened publicly immediately following the Tender closing in accordance with the Public Procurement Regulations, as amended. The names of all Bidders will be provided at public opening. You can attend this public opening by phone at 709.778.1002 Meeting access code is 992 914 466. If asked for a password press #.
- 2.10.3** WorkplaceNL reserves the right to non-disclosure of pricing submitted by Bidders during the public opening. All Bidders will be notified electronically of the Bidder names and Bid prices within two (2) business days of the public opening. This information is for reference purposes only, and a full Bid evaluation will be conducted to determine the preferred supplier.
- 2.10.4** The Bid shall remain open for acceptance and is irrevocable for a period of ninety (90) days after the Tender closing date.
- 2.10.5** WorkplaceNL reserves the right to waive any minor irregularity or non-compliance where such irregularity or non-compliance is not of a material nature in its sole and absolute discretion. Such minor irregularity or non-compliance will be deemed substantial compliance and capable of acceptance. WorkplaceNL will be the sole judge of whether a Bid is accepted or rejected.
- 2.10.6** WorkplaceNL, in its sole discretion, reserves the right to cancel the Tender without award. WorkplaceNL reserves the right to accept or reject any or all Bids in whole or in part. WorkplaceNL is not bound to accept the lowest or any Bid.

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- 2.10.7** The Bidder may be required to demonstrate financial stability, authorization to provide the good/services being acquired, and/or regulatory agency approval, licensing or registration as needed, or otherwise clarify Bidder's capability to satisfy the Tender requirements. WorkplaceNL reserves the right to reject Bids from any Bidder that it feels is incapable of providing the necessary labour, materials, equipment, financing or management resources to perform the work or supply the goods in a satisfactory and timely manner.
- 2.10.8** WorkplaceNL, in its sole discretion, may assess the Bidders' experience and/or ability to provide the goods and/or services required and described in this Tender by checking the Bidders' references. A contract will not be awarded to any Bidder whose references, in the opinion of WorkplaceNL, are found to be unsatisfactory. WorkplaceNL reserves the right to obtain references from sources other than those provided in the Bid. WorkplaceNL reserves the sole discretion to determine whether the Bidder and its professional staff have the appropriate qualifications.
- 2.10.9** WorkplaceNL reserves the right to disqualify any Bidder if the Bidder has either breached an agreement and/or failed to provide satisfactory service and/or deliveries under any prior agreement with WorkplaceNL, in the sole opinion of WorkplaceNL.
- 2.10.10** WorkplaceNL reserves the right to determine equivalency, and may require demonstrator or sample items in order to be able to evaluate the items proposed. WorkplaceNL will be the sole judge of equivalence.
- 2.10.11** Where applicable, all equipment must be certified by the appropriate regulatory agencies and/or must be approved by the appropriate Provincial agency.
- 2.10.12** Upon acceptance by WorkplaceNL, a written Bid acceptance will be forwarded to the successful Bidder.

**SECTION 3: GENERAL**

- 3.1** Payment of invoices will be through direct deposit. The successful Bidder is required to meet WorkplaceNL's billing and accounting requirements. The successful Bidder shall invoice WorkplaceNL electronically on a monthly basis. Invoices must be legible and clearly labeled with the successful Bidder's invoice number. The Bidder must acknowledge in the Appendix "A", Check List that the Bidder agrees to direct deposit and electronic invoicing.
- 3.2** No bids will be accepted from individuals and/or vendors who can prescribe Physiotherapy Supplies or adaptive Aids.

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- 3.3** The successful Bidder shall invoice WorkplaceNL indicating the times, date, and number of hours worked. The successful Bidder shall only be paid for those hours authorized and worked in accordance with the Agreement.
- 3.4** The successful Bidder shall submit a separate, detailed invoice to WorkplaceNL for each Injured Worker who received services. The following information must be included on all invoices:
- vendor name and number,
  - purchase order number,
  - injured worker's name,
  - invoice date,
  - invoice number, and
  - total invoice amount.

Invoices that do not include the referenced information will be returned to the successful Bidder, and payment may be delayed pending proper invoicing by the successful Bidder.

- 3.5** This Tender, all Bids, and any agreement will be construed and interpreted in accordance with the laws of the Province of Newfoundland and Labrador.
- 3.6** The Bidder shall not use WorkplaceNL's name or logo or make reference to this Tender in any advertising copy or other promotional materials or messages without WorkplaceNL's prior written consent.
- 3.7** WorkplaceNL reserves the right to tender any services by invited tender or public tender, as deemed necessary.



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**APPENDIX "A"**

**Check List**

**Check Box to be completed and included with submission**

<b>Tender documents are completely read and understood</b>	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>
<b>All addenda (if applicable) are completely read and understood</b>	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>
<b>Bid form signed and completed as required in the submission (Appendix "B")</b>	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>
<b>Checklist completed (Appendix "A")</b>	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>
<b>Written Statement of Company History included in the submission (2.9.4)</b>	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>
<b>List of references included in the submission (2.9.5)</b>	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>
<b>Warranty Information on all Goods (2.9.6)</b>	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>

**The Successful Bidder must provide the following within fourteen (14) days of award:**

- A list of employees, officers, associates and approved sub-contractor assigned to perform the services, including their job titles and qualifications as per Article 3 of WorkplaceNL Standard Terms and Conditions;
- Certificates of insurance as per Article 14 of WorkplaceNL Standard Terms and Conditions;
- Declarations of Confidentiality/Conflict of Interest signed by everyone who will perform services under the agreement as per Article 9 of WorkplaceNL Standard Terms and Conditions;
- Initialed WorkplaceNL Standard Terms and Conditions.

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**APPENDIX "B"**

**Bid Form**

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Dated at: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2020

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Authorized Name (Printed)

\_\_\_\_\_  
Witness Name (Printed)

HST No.: \_\_\_\_\_

Product and shipping in Canadian Funds EXCLUDING HST Agree \_\_\_\_\_

Direct Deposit Agree \_\_\_\_\_

Electronic Invoicing Agree \_\_\_\_\_

Price Protection Period for 90 days Agree \_\_\_\_\_

I hereby acknowledge that I have read and understand any and all addenda Agree \_\_\_\_\_

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**APPENDIX "C"**

**Price Quotation Chart**

Item no.	Item Description	Size	Price	Taxable (Y or N)	Warranty Period	Medical device license #, if applicable	Item Specific Manufacturer Website	Canada Post Shipping to: Main Centers	Canada Post Shipping to: Rural NL	Canada Post Shipping to: Labrador	Courier Shipping cost to: Main Centers	Courier Shipping to: Rural NL	Courier Shipping to: Labrador
1.5.1	BackBelt/Lumbar Support, Comfortform or equivalent	S M L XL XXL XXXL											
1.5.2	Back Brace, Chattanooga Lo Pro or equivalent	S M L XL XXL XXXL											
1.5.3	Highback Backrest Support with Seat, Obusforme or equivalent												
1.5.4	Lowback Backrest Support with Seat, Obusforme or equivalent												
1.5.5	Highback Backrest Support only, Obusforme or equivalent												
1.5.6	Lowback Backrest Support only, Obusforme or equivalent												
1.5.7	Seat only, Obusforme or equivalent												

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1.5.8	Backrest, Obusforme Obus Ultra Forme or equivalent												
1.5.9	Low Backrest, Innotech EmbraceAIR or equivalent												
1.5.10	Backrest, Innotech EmbraceAIRPlus or equivalent												
1.5.11	Backrest, Innotech EmbraceAIRKing or equivalent												
1.5.12	Bathtub Safety Mat	Approx. 38" x 15"											
1.5.13	Bathtub Lift	Standard Bariatric											
1.5.14	Bed Assist Transfer Pole with Repositionable Grip Handle												
1.5.15	Bed Assist Rail												
1.5.16	Cold Compress	Approx. 6"x10" 8"x10" 10"x13" Cervical 5"x19"											

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Item no.	Item Description	Size	Price	Taxable (Y or N)	Warranty Period	Medical device license #, if applicable	Item Specific Manufacturer Website	Canada Post Shipping to: Main Centers	Canada Post Shipping to: Rural NL	Canada Post Shipping to: Labrador	Courier Shipping cost to: Main Centers	Courier Shipping to: Rural NL	Courier Shipping to: Labrador
1.5.17	Uni-point Cane	Standard Bariatric											
1.5.18	Ice Pick for Uni-point Cane												
1.5.19	Quad Cane	Standard Bariatric											
1.5.20	Elbow Clasp, Air Cast or equivalent	All sizes											
1.5.21	Kidney-shaped Elbow Clasp	XS S M L XL											
1.5.22	Elbow clasp with custom pressure control, Tensor or equivalent	One-size fits all											
1.5.23	Foam Rollers	4"x36" round 6"x12" round 6"x36" round											
1.5.24	Foot Splint	S M L XL XXL											

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1.5.25	Gel insoles	All sizes											
1.5.26	Orthotic insole, Superfeet or equivalent	All sizes											
1.5.27	Residential Grab Bar, Wall Mounted	12" 16" 18" 24" 32" 36"											
1.5.28	Residential Grab Bar, Floor Mounted	30" 32" L-shape Bariatric											
1.5.29	Hand Held Shower												
1.5.30	Hand Held Shower with Wall Mount Bar												
1.5.31	Dry/Moist Electric Heating Pad	Approx. 7"x15" 14"x14" 14"x27" U-shape 23"x20"											
1.5.32	Derotation Knee Brace	XS S M L XL											

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1.5.33	Patellar Tracking Knee Brace	XS S M L XL											
1.5.34	Sized Offloader Knee Brace	XS S M L XL											
1.5.35	Knee Sleeve	XS S M L XL											
1.5.36	Hinged Knee Support Brace	XS S M L XL											
1.5.37	Lift Chair	A variety of models to meet all height, width & weight capacities  Standard Bariatric											
1.5.38	Long Handle Sponge												
1.5.39	Long Handle Sponge, Angled or Curved												
1.5.40	Long Handle Shoe Horn												

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1.5.41	Long Handle Dust Pan												
1.5.42	Long Handle Duster												
1.5.43	Long Handle Sock Aid												
1.5.44	Long Handle Reacher	Approx. 22" 26" 32.5"											
1.5.45	Lumbar Roll, Orthocanada or equivalent	4" 5"											
1.5.46	Lumbar Roll, Obusforme or equivalent												
1.5.47	½ Back Lumbar Roll, Obus Comforter or equivalent												
1.5.48	Back roll, MacKenzie Bakrol 36 or equivalent												
1.5.49	Adjustable Back Cushion (inflatable), Obusforme or equivalent												



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1.5.50	Mattress Topper, 3" Memory Foam	Twin Double Queen King											
1.5.51	Water Pillow, Solitude, Chiroflow or Mediflow or equivalent												
1.5.52	Moulded Cervical Pillow, Therapeutica or equivalent	Petite Average Large X-Large											
1.5.53	Contoured Cervical Pillow, Obusforme or equivalent												
1.5.54	4 in 1 Pillow, Obusform Neck & Neck or equivalent												
1.5.55	Standard Memory Foam Pillow												
1.5.56	Pillow, Omega Normalizer or equivalent												
1.5.57	Body Pillow, Obusforme or equivalent												
1.5.58	L-shaped Pillow												

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1.5.59	Standard Raised Toilet Seat	Standard Bariatric											
1.5.60	Raised Toilet Seat with Arms and Safety Clamp	Standard Bariatric											
1.5.61	Raised Toilet Seat with Armrests, Lid and Adjustable Height, Invacare A900 or equivalent	Standard Bariatric											
1.5.62	Raised Toilet Seat Safety Frame	Standard Bariatric											
1.5.63	Shoulder Immobilizer, Rolyan or equivalent	XS S M L XL											
1.5.64	Threshold Ramp	Approx. 41" wide 53" wide 65" wide 77" wide											
1.5.65	Shower/Bath Chair with Back	Standard Bariatric											
1.5.66	Shower/Bath Chair without Back	Standard Bariatric											

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Item no.	Item Description	Size	Price	Taxable (Y or N)	Warranty Period	Medical device license #, if applicable	Item Specific Manufacturer Website	Canada Post Shipping to: Main Centers	Canada Post Shipping to: Rural NL	Canada Post Shipping to: Labrador	Courier Shipping cost to: Main Centers	Courier Shipping to: Rural NL	Courier Shipping to: Labrador
1.5.67	Bathtub Transfer Bench	Standard Bariatric											
1.5.68	SI Belt, Compressor or equivalent	S M L XL											
1.5.69	SI Belt, SI-LOC or equivalent	S M L XL											
1.5.70	SI Belt, Active or equivalent	S M L XL											
1.5.71	SI Belt, Spine Power or equivalent	S M L XL											
1.5.72	Over the Door Exercise Pulley System												
1.5.73	Walker, Folding	Standard Bariatric											
1.5.74	Walker Wheels.	3" diameter 5" diameter											
1.5.75	Walker Tray, Standard												

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1.5.76	Walker, Rollator or equivalent	Standard Bariatric											
1.5.77	Wheelchair, Basic	16" seat width 18" seat width 20" seat width											
1.5.78	Wrist/Thumb Spica Brace	XS S M L XL											
1.5.79	Wrist Support, Rolyan or equivalent	S M L XL											
1.5.80	Wrist Brace, Futuro or equivalent	S M L XL											
1.5.81	Wrist Wrap, Benik or equivalent	S M L											
1.5.82	Walking Boot Low Profile	All men's and women's foot and calf sizes											

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**APPENDIX "D"**

**Electronic Bid Submission Instructions**

1. In order to be accepted electronically, Bids shall be submitted through WorkplaceNL's posting on [www.merx.com](http://www.merx.com).
2. Bidders shall create a Supplier Account and be registered for this bid opportunity on [www.merx.com](http://www.merx.com). This will enable the Bidder to download the bid opportunity, to receive addenda/addendum email notifications, download addenda/addendum, and to submit their bid electronically through the MERX website.
3. Bidders are reminded that the timing of the Bid is based on when the Bid is **received** by the bidding system, **not** when the Bid is submitted by a Bidder, as bid transmission can be delayed by "Internet Traffic" for any number of reasons. WorkplaceNL recommends Bidders allow for ample time to provide for uploaded Bids to be received prior to the Bid Closing Time. Received Bids after the closing time as specified in this document will not be accepted.
4. It is the responsibility of the Bidder to ensure that the Bid is delivered on time. Once registered, MERX will send a confirmation email to the Bidder if their Bid was submitted successfully. If a confirmation has not been received by the Bidder it is assumed the submission was not uploaded correctly and it is the responsibility of the Bidder either to reload the Bid documents or to contact MERX to resolve any issues as it pertains to their Bid.
5. To ensure receipt of the latest information and updates via email regarding this opportunity the onus is on the Bidder to register with MERX creating a supplier account and sign up for notices for this opportunity.
6. Clarifications and questions received for this opportunity electronically can be submitted via the opportunity listing on [www.merx.com](http://www.merx.com). Questions can be submitted, and confirmation will be received to the inquiry and responses will be answered on an individual basis or collectively at the discretion of WorkplaceNL.

**WorkplaceNL  
2020-01-T  
Standing Offer for the Supply of Physiotherapy Aids and Adaptive Equipment**

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**APPENDIX "E"**

**STANDARD TERMS AND  
CONDITIONS**

## STANDARD TERMS AND CONDITIONS

**1. Agreement** - This Agreement includes the following documents and any conflict between the documents shall be resolved by giving priority to the documents in the order as they appear:

- (a) executed agreement between WorkplaceNL and the Contractor to which this document is appended (if applicable);
- (b) WorkplaceNL Confidentiality Schedule (if applicable);
- (c) WorkplaceNL Standard Terms and Conditions;
- (d) Declaration(s) of Confidentiality/Conflict of Interest;
- (e) procurement documents (including purchase orders) issued by WorkplaceNL; and
- (f) Contractor's bid, proposal or quote.

This Agreement constitutes the whole agreement of the parties relative to the purchase of Services from the Contractor by WorkplaceNL and supersedes all prior negotiations, representations, or agreements, either written or oral.

**2. Services** – Services means all goods, materials and/or services required under this Agreement.

The Contractor shall provide the Services. WorkplaceNL is responsible for the evaluation of the scope and suitability of the Services provided by the Contractor.

**3. Independent Contractor Status** - The Contractor is an independent contractor as to all Services. Neither the Contractor, its employees, officers, associates nor approved sub-contractors, if any, are to be construed as constituting employees, agents, or representatives of WorkplaceNL. As an independent contractor, the Contractor assumes all legal and contractual obligations arising out of the performance of the Services.

The Contractor shall not enter into any contract or commitment in the name of or on behalf of WorkplaceNL, or bind WorkplaceNL in any respect or make statements or representations of any kind or take any other actions that would be binding on WorkplaceNL except as specifically provided in this Agreement.

The Contractor shall be fully responsible for any and all employee benefits to be provided to the Contractor's employees. Neither the Contractor nor its employees, officers, associates or approved sub-contractors shall be entitled to participate in or receive any benefits whatsoever from WorkplaceNL as a result of performing Services. The Contractor is solely responsible for deducting the appropriate withholdings from the Contractor and its employees' pay cheques and for the remittance of such withholdings to the appropriate regulatory body as required by law.

Prior to commencing provision of Services the Contractor shall provide to WorkplaceNL a list of employees, officers, associates and approved sub-contractors assigned to perform the Services including their job titles and qualifications for the provision of Services. The employees, officers, associates and sub-contractors assigned to perform Services shall not change except with prior written consent of WorkplaceNL.

WorkplaceNL may, in its sole discretion, request that any employee, officer, associate or approved sub-contractor of the Contractor be prohibited from the performance of Service and/or from access to any files and/or to WorkplaceNL's premises, and the Contractor shall immediately comply with this request. The Contractor hereby releases and forever discharges and holds harmless WorkplaceNL from any costs, claims, losses, and damages of any kind whatsoever based on negligence, defamation, wrongful discharge/dismissal or otherwise which the Contractor may suffer, sustain, pay or incur as a result of any actions under this paragraph and will indemnify, defend and hold harmless WorkplaceNL against any third party claims based on actions hereunder.

**4. Sub-Contractor** - Without the prior written consent of WorkplaceNL, the Contractor shall not sub-contract any part of the Services, assign or transfer any interest, or delegate any responsibility arising out of this Agreement, to anyone other than the approved employees, officers, associates, or sub-

contractors of the Contractor in accordance with the provisions of this Agreement. Prior to approval of a sub-contractor, the Contractor must establish to the satisfaction of WorkplaceNL, that the sub-contractor also meets the requirements of this Agreement.

**5. Payment** - Provided the Contractor has complied with all terms, conditions and provisions of this Agreement, WorkplaceNL shall make payments to the Contractor of those fees as set forth in this Agreement, following appropriate invoicing by the Contractor. WorkplaceNL shall not be liable to the Contractor for any other costs or expenses, unless such costs or expenses are approved in advance and in writing by WorkplaceNL, or are specifically set out in this Agreement. The Contractor shall submit expense claims in a format acceptable to WorkplaceNL.

WorkplaceNL shall effect payment of invoices within thirty (30) days of receipt of an acceptable invoice by WorkplaceNL provided that the amounts so billed are correct and properly payable under this Agreement. All invoices shall include the Contractor's registration number for Harmonized Sales Tax (HST) and shall separately identify the amounts of such tax. Payment of invoices may be delayed through failure of the Contractor to identify the registration number and the amount of HST. The Contractor shall maintain records sufficient to verify invoices submitted to WorkplaceNL and WorkplaceNL shall not be responsible for reconciliation and/or review of incorrect bookkeeping by the Contractor.

WorkplaceNL will not pay interest on late or overdue accounts.

Payment for Services shall be made by direct deposit. The Contractor shall supply the necessary banking information to WorkplaceNL within seven (7) working days of awarding the contract.

Purchase orders and notices of payments will be forwarded to the Contractor from WorkplaceNL. The Contractor shall supply facsimile information to WorkplaceNL within seven (7) working days of awarding the contract.

Services which have been performed prior to the issuance of a purchase order shall not be invoiced to WorkplaceNL. Only Services rendered within the date range delineated on the purchase order will be paid by WorkplaceNL.

The Contractor shall only submit an invoice for payment once. If the Contractor has not received payment for an invoice, the Contractor may contact the Accounts Payable Department of WorkplaceNL but it shall not resubmit the invoice unless expressly requested by WorkplaceNL. If the Contractor sends a Statement of Account, it shall be clearly marked "Statement of Account" at the top of the page.

**6. Set-Off** - At its sole option and without notice to the Contractor, WorkplaceNL shall have the right to set-off any amount due to WorkplaceNL by the Contractor under this Agreement or otherwise against any amount due and owing by WorkplaceNL to the Contractor under this Agreement.

**7. Non-exclusive** - This Agreement does not create an exclusive relationship between the Contractor and WorkplaceNL. WorkplaceNL may also, at any time retain other contractors to perform work in relation to the Services or any changes or additions to such Services. The Contractor is free to, and it is anticipated that the Contractor will, engage with other clientele in addition to its engagement herein with WorkplaceNL.

**8. Conflict of Interest** – The Contractor shall not provide Services if the Contractor is in a conflict of interest. The Contractor shall not permit any actual, possible or perceived conflict of interest between the interest of WorkplaceNL and/or its clients and the interest of the Contractor. The Contractor shall immediately disclose any such conflict of interest to WorkplaceNL in writing. WorkplaceNL shall, in its sole discretion, determine if an actual, possible or perceived conflict of interest exists and determine the appropriate course of action to be taken by WorkplaceNL and/or the

## STANDARD TERMS AND CONDITIONS

Contractor. WorkplaceNL's decision in this regard shall be final and conclusive.

The Contractor:

- (a) shall conduct all duties related to this Agreement with impartiality;
- (b) shall not influence, seek to influence, or otherwise take part in a decision of WorkplaceNL and/or WorkplaceNL's client, knowing that the decision might further its private interests;
- (c) shall not offer, solicit, receive or accept any communication, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any Services, that causes, or would appear to cause, a conflict of interest; and
- (d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any Services.

**9. Confidentiality** - All data and information of or concerning WorkplaceNL, WorkplaceNL clients, or of third parties to whom WorkplaceNL owes a duty of confidence, obtained by the Contractor, its employees, officers, associates, and/or approved sub-contractors, is:

- (a) to be treated as confidential;
- (b) to be used only to supply or perform Services to WorkplaceNL pursuant to this Agreement;
- (c) not to be reproduced or disclosed to anyone other than WorkplaceNL personnel as required in the performance of this Agreement;
- (d) not to be removed from the offices of WorkplaceNL without prior written consent of WorkplaceNL;
- (e) to be delivered to WorkplaceNL without cost forthwith upon demand, including all copies and records of same; and
- (f) to be protected by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal, and disaster.

Nothing in the Agreement will prohibit or limit either Party's use or disclosure of information (including, but not limited to, ideas, concepts, knowledge, techniques, and methodologies) which is:

- (a) previously known to it without an obligation of confidence;
- (b) independently developed by or for it;
- (c) acquired by it from a third party which is not under an obligation of confidence with respect to such information; or
- (d) required by law. In the case of a disclosure required by law, the Contractor shall notify WorkplaceNL in writing prior to the disclosure to provide an opportunity to restrain the disclosure.

The Contractor will notify WorkplaceNL both verbally and in writing in the event of any unauthorized access to or disclosure of data or information.

The Contractor acknowledges that WorkplaceNL is bound by the terms of the **Workplace Health, Safety and Compensation Act**, RSNL 1990, c. W-11, as amended (the "**Act**"), the **Access to Information and Protection of Privacy Act**, 2015, SNL 2015, c. A-1.2, as amended ("**ATIPPA**"), the **Management of Information Act**, SNL 2005, c. M-1.01, as amended, the **Privacy Act**, RSNL 1990, c. P-22, as amended, and the **Personal Health Information Act**, SNL 2008, c. P-7.01, as amended, and agrees to abide strictly by the terms of these and any other applicable laws and professional standards respecting the collection, use and disclosure of data or information that the Contractor, its employees, officers, associates, and/or approved sub-contractors, could become exposed to directly or indirectly during the performance of Services. WorkplaceNL may be compelled to disclose data or information pursuant to **ATIPPA**.

The Contractor shall observe all requirements, standards and protocols of WorkplaceNL, relating to confidentiality, conflict of interest, and collection, storage, transfer, copying, modification, use, disclosure and disposition of information. The Contractor shall comply with the provisions of the attached "Declaration of Confidentiality/Conflict of Interest" and shall provide to WorkplaceNL executed copies of the said Declaration of Confidentiality/Conflict of Interest by the Contractor and all of the Contractor's employees, officers, associates, and/or approved sub-

contractors who will perform Services under the Agreement prior to the provision of Services.

Without limiting the generality of the foregoing, the Contractor acknowledges that WorkplaceNL shall have the right to obtain injunctive relief for violation of the terms of the clause. All those carrying out this Agreement on the Contractor's behalf are subject to this Agreement and may be liable to suit by WorkplaceNL for breaching this clause.

When deemed appropriate by WorkplaceNL, in its sole discretion, WorkplaceNL may also require the Contractor and its employees, officers, associates, and/or approved sub-contractors to comply with the WorkplaceNL Confidentiality Schedule. The Contractor must initial the WorkplaceNL Confidentiality Schedule which will form part and parcel of this Agreement.

**10. Ownership of Information** - All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Contractor in performing the Services, including without limitation computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of WorkplaceNL and the contents thereof are privileged and confidential. Nothing in the Agreement shall give the Contractor a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Contractor pursuant to the terms of the Agreement. The Contractor acknowledges that WorkplaceNL's right to this information shall at all times be paramount to any rights of the Contractor, at law or in equity, and that the Contractor's remedies against WorkplaceNL for WorkplaceNL's breaches under the Agreement do not include the right to deprive WorkplaceNL of access to WorkplaceNL's information in the Contractor's possession.

**11. Access to Information** - WorkplaceNL is subject to the **ATIPPA** and consequently the public has a right of access to WorkplaceNL's records. WorkplaceNL shall not be liable for any claims, costs, losses or damages experienced by the Contractor as a result of WorkplaceNL's release of information to another party pursuant to the provisions of **ATIPPA** or due to any other legal requirements.

**12. Warranty and Liability** - The Contractor represents, warrants and covenants that:

- (a) the information contained in its bid, proposal or quote is true and accurate;
- (b) all equipment supplied meets and is operated in accordance with the manufacturer's specifications and applicable regulatory requirements;
- (c) all Services provided are free from any defects in design, materials and workmanship, and that the Services fully comply with specifications and are suitable and fit for its intended purpose;
- (d) the supply of Services will not infringe any patent, trademark or copyright;
- (e) the Contractor provides good and clear title to the Services to WorkplaceNL;
- (f) the Contractor, its employees, officers, associates and approved sub-contractors have the necessary skills, expertise, materials and experience, are qualified in the safe work procedures and operations of equipment, and shall provide and perform the Services in accordance with the provisions of this Agreement;
- (g) the Contractor shall provide and perform the Services in accordance with all applicable law and professional standards, and in a skilful, safe, efficient and professional manner satisfactory to WorkplaceNL;
- (h) the Contractor, its employees, officers, associates and approved sub-contractors shall comply with all safety and security rules and workplace policies and procedures in effect from time to time while using or accessing WorkplaceNL's premises, assets, and/or resources;



## STANDARD TERMS AND CONDITIONS

- (i) the Contractor, its employees, officers, associates, and/or approved sub-contractors will not commence work while under the influence of alcohol, marijuana or illegal drugs;
- (j) the Contractor, its employees, officers, associates, and/or approved sub-contractors shall comply with the **Occupational Health and Safety Act**, RSNL 1990, c. O-3, and the Regulations thereto, as amended; and
- (k) if the Contractor is carrying on an undertaking in the Province of Newfoundland and Labrador, the Contractor will during the term of this Agreement continue to be registered and authorized to carry on business in compliance with the laws of the Province of Newfoundland and Labrador.

The Contractor shall supply all labour, materials, and supervision to complete the Services in accordance with the Agreement. The Contractor shall obtain all permits and licences, pay such fees, and give all notices necessary for the lawful performance of the Services. Except as otherwise specifically stated in this Agreement, all facilities and equipment required for the provision of the Services shall be provided by the Contractor and shall remain the property and responsibility of the Contractor.

The Contractor is fully and solely responsible for the actions of the Contractor and its employees, officers, associates, and/or approved sub-contractors in performance of the Services and to ensure compliance with this Agreement. WorkplaceNL's approval of employees, officers, associates, or sub-contractors does not relieve the Contractor of the Contractor's responsibilities under this Agreement.

**13. Indemnity** - The Contractor shall indemnify and hold harmless WorkplaceNL from and against all claims, actions, losses, expenses, costs and direct damages of every nature and kind whatsoever which WorkplaceNL or its employees, officers, associates, or agents may suffer where the same are based upon or arise out of anything done or omitted to be done by the Contractor or its employees, officers, associates, and/or approved sub-contractors.

**14. Insurance** - The Contractor shall, at its own expense and without limiting its liability herein, insure its operations under a contract of General Liability Insurance, with an insurer licensed in Newfoundland and Labrador, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual general aggregate, if any, of not less than Four Million Dollars (\$4,000,000) for each of its locations, insuring against any and all bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall include blanket contractual liability and shall be in effect for the duration of the Agreement and any extensions or renewals. The deductibles applicable to the insurance required shall not exceed Five Thousand Dollars (\$5,000) per occurrence.

Certificates of insurance shall be provided to WorkplaceNL prior to the provision of Services under this Agreement and within thirty (30) days of any insurance renewal. All insurance called for under this Agreement shall be endorsed to provide WorkplaceNL with thirty (30) days advance written notice of cancellation, failure to renew or material change (material defined as any change restricting or reducing required coverage). WorkplaceNL may, at any time, request certified true copies of the policies and they shall be provided within fourteen (14) working days of the request. All insurance called for under this Agreement shall be primary insurance and shall not require the pro rata sharing of any loss by WorkplaceNL or any insurer of WorkplaceNL.

**15. Good Standing and Safety** – If the Contractor is engaged in, about or in connection with an industry in the province of Newfoundland and Labrador under the **Act**, prior to commencing provision of Services and during the term of this Agreement, the Contractor and any approved sub-contractors must be registered as an employer or have independent operator coverage under the **Act**, must be in good standing with WorkplaceNL, and shall comply with the **Act** and the Regulations thereto, as amended. The Contractor authorizes WorkplaceNL to obtain confirmation of the same.

### **16. Performance Standards**

Time is of the essence in the performance of the Agreement.

WorkplaceNL may notify the Contractor of any deficiencies, and in the event that the Contractor has failed to rectify the deficiencies within the time allocated by WorkplaceNL, WorkplaceNL may, at its discretion, obtain the Services, complete the work or rectify the deficiencies to its satisfaction and shall be entitled to deduct and set-off the costs of such work or rectification from any moneys due to the Contractor.

WorkplaceNL shall not be obligated to make any payments for Services rendered by the Contractor to remedy errors or omissions for which, in the reasonable opinion of WorkplaceNL, the Contractor is responsible.

**17. Inspection** – All Services are subject to final inspection and acceptance by WorkplaceNL. Services failing to conform to the specifications of this Agreement will be held at the Contractor's risk and may be returned to the Contractor. If so returned, all related costs are the responsibility of the Contractor. Services failing to conform to specifications of the Agreement may result in WorkplaceNL making adjustments to invoices.

**18. Non-waiver** – Mere acceptance of shipment of the Services specified and any inspection thereto by WorkplaceNL, shall not alter, limit or affect the obligations of the Contractor or the rights of WorkplaceNL herein or at law.

**19. Title and Risk** - Title to Services shall not pass to WorkplaceNL until delivered to a WorkplaceNL location and until such time shall be at the sole risk of the Contractor.

**20. Canadian Standards Association (CSA) Approval** – The Contractor shall ensure that all electrical, materials, hardware and assemblies supplied under the Agreement are fully CSA approved.

**21. Workplace Hazardous Materials Information System (WHIMIS)** – When dealing with materials designated as hazardous, the Contractor shall ensure all goods and materials are provided with appropriate labels and material safety data sheets where required by WHIMIS legislation.

**22. Changes** – WorkplaceNL, without invalidating the Agreement, may alter, add to or delete from the work, the Agreement sum being adjusted accordingly provided the Contractor has agreed to the same in writing. All such changes shall be governed by the conditions of the original Agreement. Any changes and unforeseen extras must be documented by change orders and approved by WorkplaceNL prior to proceeding. Supplementary invoices not supported by change orders will not be honored. The Contractor must notify WorkplaceNL of changes in the Contractor's policy or organization that affects its ability to meet its obligations outlined in the Agreement.

**23. Termination** - This Agreement may be terminated at any time by the mutual consent of the Parties.

WorkplaceNL may terminate this Agreement at any time, without cause, by giving thirty (30) calendar days written notice to the Contractor. WorkplaceNL shall not be subject to a claim for damages by the Contractor for any such termination.

WorkplaceNL may, in addition to and not in lieu of any other right or remedy available, at law or in equity, on the terms outlined in this paragraph terminate this Agreement at any time without notice, for cause and without compensation to the Contractor should:

- (a) the Contractor, its employees, officers, associates, and/or approved sub-contractors be in breach of any provision of this Agreement;
- (b) WorkplaceNL determine, in its sole discretion, that the Services are being provided in a manner inconsistent with this Agreement;
- (c) the Contractor fail to make adequate progress in the performance of the Agreement, or alternatively, an indication by the Contractor that

## STANDARD TERMS AND CONDITIONS

they cannot or will not meet any or all of the requirements of the Agreement;

- (d) WorkplaceNL determine, in its sole discretion, that the invoicing practices of the Contractor are unsatisfactory or improper; or
- (e) the Contractor becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or receivers appointed of its business, or a voluntarily or involuntary petition in bankruptcy is filed, or proceedings for the reorganization or winding up of the Contractor is instituted.

WorkplaceNL may terminate the Agreement immediately or may provide the Contractor with written notice of the above noted default and provide the Contractor an opportunity to rectify the said default within 72 hours. If the default is not rectified to the satisfaction of WorkplaceNL within 72 hours, then WorkplaceNL can proceed to terminate this Agreement, for cause, without further notice.

Where this Agreement is terminated, either by mutual consent or otherwise, the Contractor shall, without any further fee or cost whatsoever to WorkplaceNL:

- (a) upon the effective date of termination of this Agreement cause all Services being provided under this Agreement to be discontinued, unless WorkplaceNL has provided its express, written consent to the continuation of Services; and
- (b) within thirty (30) working days of the effective date of termination, provide all work product and all final invoices for Services completed to the date of termination pursuant to this Agreement. The obligations of WorkplaceNL to make payment to the Contractor shall continue for Services performed up to and including the date of termination but do not continue beyond that time period. If the Agreement stipulates a lump sum payment, any such payment for Services performed shall be valued proportionately to the value of the contract.

The Contractor shall not be entitled to any other payment in respect of such termination including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.

**24. Force Majeure** – Neither the Contractor nor WorkplaceNL shall be deemed to be in default of its obligations under this Agreement, if, and for as long as, any delay or non-performance is directly or indirectly caused by or results from events of Force Majeure beyond the control of that party. These events shall include, but not be limited to, strikes, civil disturbances, wars, fires, acts of God, and acts of any government or branch or agency thereof.

Force Majeure shall not include the following:

- (a) late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences; and
- (b) late performance by a sub-contractor(s) unless the delay arises out of a Force Majeure occurrence in accordance with this clause.

**25. Records and Audit** - The Contractor shall maintain appropriate records and files in relation to the Services provided under this Agreement for seven (7) years, at which time the Contractor will destroy any and all copies and versions of the said records and files. The Contractor will retain copies of the records and files only to the extent required by law and applicable professional standards. The Contractor shall provide a copy of the said records and files within seven (7) working days of receipt of a written request from WorkplaceNL.

In addition to any other rights of inspection or audit that WorkplaceNL may have under this Agreement or under statute, WorkplaceNL or a person

authorized by WorkplaceNL, may, at any reasonable time and upon reasonable notice to the Contractor, inspect, audit and evaluate the Contractor's compliance with the terms of this Agreement, including but not limited to compliance with Service and invoice obligations, privacy, security and information management, under this Agreement through any means including but not limited to the following means:

- (a) on-site visit and examination of records and files, and inspection of electronic devices upon WorkplaceNL's request;
- (b) observation of the performance of the Services in progress;
- (c) full access to records and files and the ability to make copies of the record; and
- (d) oral or written communication pertaining to Services with any clients, employees, associates, directors, officers, agents and approved sub-contractors of the Contractor.

Notwithstanding any other provision of this Agreement, WorkplaceNL shall not be responsible for the Contractor's costs or fees associated with compliance with this section.

**26. General** - The paragraph headings shall not be considered in interpreting the text.

**27. Invalid or Unenforceable Provision** - If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, notwithstanding this Agreement may, at WorkplaceNL's option, remain in full force and effect and such term or provision shall be deemed removed from this Agreement and the remaining provisions form a valid agreement.

**28. Waiver** - Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the party giving it, and only in the specific instance and for the specific purpose for which it has been given. Failure on the part of any party to exercise, and/or delay in exercising, any right under this Agreement shall not operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

**29. Governing Law** - This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador, and the forum for all disputes shall be the Courts of the Province of Newfoundland and Labrador.

**30. Survival of Obligations** – All the obligations of the Contractor under this Agreement, including but not limited to independent contractor status, confidentiality, warranty and liability, records and audit, termination, indemnification and insurance provisions, shall survive the termination or completion of this Agreement.

**31. Promotion** - The Contractor shall not associate WorkplaceNL in any advertising or other promotional materials or messages associated with it without WorkplaceNL's prior written consent. The Contractor, its employees, officers, associates and/or approved sub-contractors shall not approach WorkplaceNL personnel, to in any way promote the business of the Contractor.

**32. Enurement** – Subject to the express limitations set out in the Agreement, this Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Parties.

**33. Agreement Amendment** - The Agreement may only be modified by a written agreement signed by persons duly authorized by the Contractor and WorkplaceNL.

# STANDARD TERMS AND CONDITIONS

## DECLARATION OF CONFIDENTIALITY/CONFLICT OF INTEREST

I, \_\_\_\_\_, of \_\_\_\_\_ do declare that:  
(Print name of individual) (Print name of contractor)

1. I am either a) an owner of the Contractor; b) an employee of the Contractor; c) an independent contractor or d) I have been determined to be an employee of the Contractor by WorkplaceNL pursuant to the **Workplace Health, Safety and Compensation Act**. I am not an employee of WorkplaceNL.
2. I will perform Services pursuant to the Agreement between the Contractor and WorkplaceNL in relation to WorkplaceNL and/or in relation to clients of WorkplaceNL. All data and information received or obtained in the course of performing the Services, either directly or indirectly, is confidential information. I shall conduct myself in accordance with applicable privacy legislation and professional standards and I shall keep in confidence any such confidential information. I shall not collect, use, or retain any such confidential information whatsoever except to the extent necessary to perform Services. I will protect this information from disclosure to any other person or other entity whatsoever.
3. I acknowledge that I have read and understand paragraph 9 of the WorkplaceNL Standard Terms and Conditions and any applicable WorkplaceNL Confidentiality Schedule and I, hereby, agree to comply with all terms and conditions outlined therein.
4. Upon termination of my employment with the Contractor or when required, I shall return to the Contractor any and all confidential information obtained in the course of performing Services which is in my possession and/or control. When required, I shall return to WorkplaceNL any and all confidential information obtained in the course of performing Services which is in my possession and/or control. I will retain copies of confidential information only to the extent required by law and applicable professional standards.
5. I will not permit any actual, possible or perceived conflict of interest between the interests of WorkplaceNL and/or its clients and the interests of either myself or the Contractor, and will immediately disclose any such conflict to WorkplaceNL in writing.
6. I agree:
  - (a) to conduct all duties related to Services with impartiality;
  - (b) that I shall not influence, seek to influence, or otherwise take part in a decision related to WorkplaceNL and/or its client, knowing that the decision might further my private interests or the interests of the Contractor;
  - (c) that I shall not accept any communication, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of Services, that causes, or would appear to cause, a conflict of interest; and
  - (d) that I shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of Services.
7. I acknowledge having read, understood and obtained receipt of a copy of this declaration.

SWORN/AFFIRMED at \_\_\_\_\_,  
in the Province of Newfoundland and Labrador, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me:

\_\_\_\_\_  
Commissioner of Oaths

\_\_\_\_\_  
Signature of Individual