

**WorkplaceNL
2024-55-T
Wheelchair Accessible Van**



**Tender: 2024-55-T
Wheelchair Accessible Van**

Issue Date: October 2, 2024

Tender Closing Date: October 30, 2024 before 2:00pm (NL Time)

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SECTION 1 – SCOPE OF WORK AND SPECIFICATIONS

1.1 INTENT

The Workplace Health, Safety and Compensation Commission (WorkplaceNL) invites submission on the tender call for a wheelchair accessible van for WorkplaceNL’s client with specific mobility requirements. The identification of the modified vehicle will be determined by the needs of the Injured Worker established through an assessment by an appropriate provider as approved by WorkplaceNL and per policy.

The wheelchair accessible van order will be placed with the successful bidder via a purchase order issued by WorkplaceNL. Invoicing for the wheelchair accessible van will be directly by the successful bidder as per the tender award price and/or discount. The manufacturer must honor all warranties and terms and conditions through the approved service provider.

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, 2022**. These services include promoting workplace health and safety in order to prevent and reduce workplace injury and illness. WorkplaceNL strives to ensure injured workers receive the best care possible and the benefits to which they are entitled. WorkplaceNL facilitates injured workers’ recovery, and early and safe return to work. In addition, WorkplaceNL administers an employer classification and assessment system and ensures adequate funding for services through sound financial management.

WorkplaceNL is organized along two main functional areas: 1) prevention and workplace services; and 2) corporate and 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 (no-fault compensation coverage).

1.3 SCOPE OF WORK

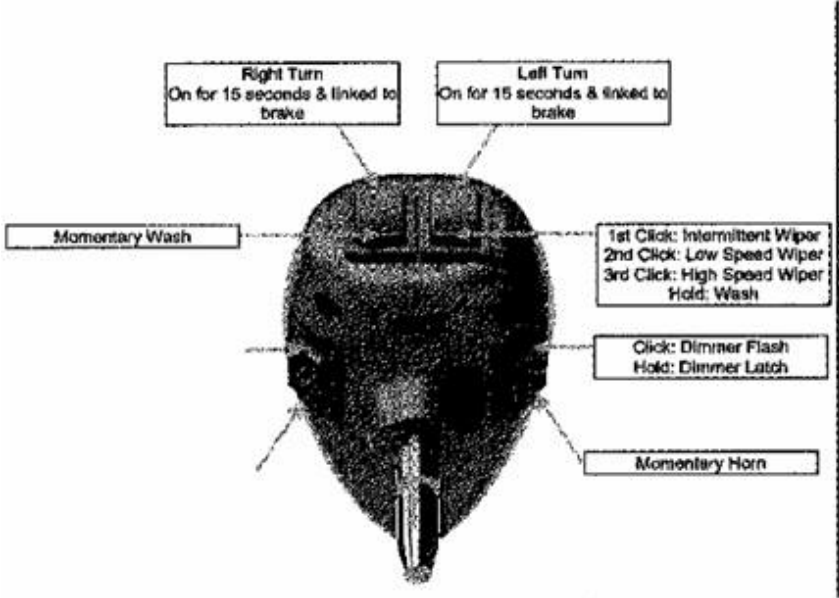
1.3.1 Modified Vehicle Specifications

Vehicle Type	<ul style="list-style-type: none">• Full Size Van• 2023 Chrysler Grand Caravan recommended
Vehicle Features	<ul style="list-style-type: none">• Automatic transmission• Auto load leveling suspension and auxiliary air inflation lift• Front and rear air conditioning and heat

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	<ul style="list-style-type: none"> • Driver/passenger side impact air bags • Second row seating removed • Flooring: no carpeting • Remote start • Bluetooth • Drive seat removable • Passenger seat removable • Rear backup camera • Full power package
Mobility Devices to be transported	<ul style="list-style-type: none"> • Quantum Q6 Edge mid wheel drive with Ride Java Cushion and Stealth ADI-Q backrest. Joystick on the left (swing away). Mobility device will be occupied either in drivers or passenger's space.
Relevant Measurements	<ul style="list-style-type: none"> • Chair width: 25" • Seated height: 54" • Seated eye level: 50" at lowest position – adjustable • Length of chair from toe to rear castor arm: 48"
Accessibility Conversion	<ul style="list-style-type: none"> • Full powered lowered floor van conversion • Power remote OEM to open door and operate ramp • Power sliding door modification to accommodate folding ramp to accommodate power wheelchair • Power fold out ramp to accommodate wheelchair, ramp with at least 29" of useable width and weight capacity of 600lbs • Minimal floor to ceiling height: 60" • Minimal side door height clearance: 56" • Power Kneeling suspension to provide decreased incline and increased clearance for entering and exiting the van. • Removable front driver and passenger seat • Location of fold out ramp: Passenger side, middle • Extended length body wiring harness
Fastening System for Mobility devices	<ul style="list-style-type: none"> • Client will drive from wheelchair • Seat belt attachment when driving from wheelchair • Client will also be transported as a passenger seated in their wheelchair <p>Fastening system(s) and location of each:</p> <ul style="list-style-type: none"> • EZ locking system BL-6290 with emergency release • BKT-Edge locking pin for EZ lock Edge 3 power chair

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	<ul style="list-style-type: none"> • QRT Retractable tie downs for passenger and middle row positions
Seating	<p>Type of seating required in the vehicle and whether they need to be removable:</p> <ul style="list-style-type: none"> • Removable passenger and drivers' seat
Driving Controls	<p>Driving controls required:</p> <ul style="list-style-type: none"> • Right side mount Feather light hand controls. Hand controls to be fully electric eliminating need for a gas rod provided increased leg/foot plate room • BB8 Spinner knob - operates lights, dimmers, horn, wipers, washers and indicators <div style="text-align: center;">  </div>
Training and Servicing	<ul style="list-style-type: none"> • Licensed wheelchair conversion dealer required for fitting, assessment of hand controls as well as ongoing vehicle maintenance and adjustments. • The successful Bidder must provide to the injured worker and the injured worker's spouse and/or caregivers, training for the use of the controls and fastening system in consultation with the prescribing occupational therapist. • 3-5 on road training sessions once converted van is available
Warranty	<p>Warranty must include the following options:</p> <ul style="list-style-type: none"> • Vehicle dealer service must be available in St. John's, NL

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	<ul style="list-style-type: none">• Specialized equipment/customization service must be available in St. John's, NL• Minimum three-year/60,000 km basic and five-year/100,000 km power train warranty• Must provide options for extended warranty• Must have roadside assistance
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1.3.2 QUALITY OF WORK

1.3.2.1 All modification work must meet the most current Transport Canada requirements and all applicable rules and regulations that may be imposed by the Provincial and Federal Governments and WorkplaceNL.

1.3.2.2 If the specifications, instructions, laws, ordinances or any public authority require any work to be specifically carried out, tested or approved, the successful Bidder shall give WorkplaceNL timely notice of its readiness for inspection and if the inspection is by an authority other than WorkplaceNL, the date and time must be fixed for such inspection.

1.3.2.3 Re-examination of questioned work may be ordered by WorkplaceNL. If such work is in accordance with the agreement, WorkplaceNL shall pay the cost of re-examination. If such work is not in accordance with the agreement, through the fault of the successful Bidder, the successful Bidder shall pay such costs.

1.3.3 QUALITY OF GOODS

1.3.3.1 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 request or otherwise states that such goods will be allowed.

1.3.3.2 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.

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SECTION 2 – INSTRUCTIONS TO BIDDERS
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2.1 QUALIFICATIONS AND EXPERIENCE

The successful Bidder must possess the necessary knowledge, skill and experience to supply the wheelchair accessible van with custom modifications 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 the Tender Closing Date. It is the responsibility of the Bidder to monitor WorkplaceNL's website (<http://www.workplaceni.ca>) or the Tender posting at www.merx.com for any addendum to the Tender issued up to and including the Tender 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, 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@workplaceni.ca or through the Tender posting on www.merx.com and received by WorkplaceNL before 4:00 PM Newfoundland Time on October 16, 2024.

2.3.2 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. All email questions must include the Tender number and title in the email subject line.

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 and through the Tender posting on www.merx.com which will be part of the Tender.

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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.
- 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 Tender 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.

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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** For the purposes of this Tender, the term "conflict of interest" includes, but is not limited to, any situation or circumstance where:
- in relation to the Tender process, the Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - (i) having or having access to confidential information of WorkplaceNL in the preparation of its response that is not available to other Bidders;
 - (ii) having been involved in the development of the Tender, including having provided advice or assistance in the development of the Tender;
 - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the Tender;
 - (iv) communicating with any person with a view to influencing preferred treatment in the Tender process (including but not limited to the lobbying of decision makers involved in the Tender process); or
 - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive Tender process or render that process non-competitive or unfair;
 - in relation to the performance of its contractual obligations under an agreement for services, the Bidder's other commitments, relationships, or financial interests:
 - (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
 - (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.
- 2.6.2** The Bidder, its employees, officers, directors, 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

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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.

2.6.3 If, at the sole and absolute discretion of WorkplaceNL, the Bidder, its employees, officers, directors, 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.

2.6.4 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

2.8.1 Bids must be received in their entirety before 2:00 p.m. Newfoundland Time on October 30, 2024 ("Tender Closing Date"). Bids, or any portion thereof, received after the Tender Closing Date will not be accepted.

2.8.2 Bidders are solely responsible to ensure receipt of their Bid by WorkplaceNL in its entirety, in the manner and time prescribed. Bidders must submit their Bid via www.merx.com (see Appendix "C" – Electronic Bid Submission Instructions). Hard copy paper Bids or Bids submitted by facsimile or email will not be accepted.

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2.9 BID INSTRUCTIONS

- 2.9.1** The Bidder must submit the Bid and related documentation, including Appendix “A”, Check List.
- 2.9.2** The Bidder must submit 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 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 providing modified vehicles of a similar size and scope 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, duties, levies, 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.

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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.

2.9.12 Any error in the Bid is the responsibility of the Bidder.

2.9.13 A Bid cannot be withdrawn, altered or changed in any way after the Tender Closing Date.

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. Bidders may email purchasing@workplacenl.ca to request a Webex meeting invite to attend the public opening. Bidders must include their name, email address, and tender number in the request. Meeting requests must be received by WorkplaceNL before 4:00 p.m. Newfoundland Time on October 28, 2024.

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 one hundred and twenty (120) 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.

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- 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.
- 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.
- 2.10.13** In the event that the selected Bid(s) is higher than the budget approved by WorkplaceNL's Board of Directors, any awards made pursuant to this Tender process are subject to approval of the Board of Directors. In addition to any other rights of cancellation contained herein, WorkplaceNL, in its sole discretion, reserves the right to cancel this Tender without award should the Board of Directors not approve the award.
- 2.10.14** As required by the **Public Procurement Regulations**, a ten percent (10%) reduction will be applied to the pricing submitted by provincial suppliers for the purposes of evaluating pricing. A "provincial supplier" is defined in the Public Procurement Regulations as a supplier of goods, services or public works that has a place of

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business in the province of Newfoundland and Labrador. A “place of business” is defined in the **Public Procurement Regulations** as an establishment where a supplier regularly conducts its activities on a permanent basis. WorkplaceNL may require a Bidder to provide information and/or documentation to confirm whether it is a provincial supplier, as defined above. In the event of a tie between a provincial and non-provincial supplier, the selected Bidder shall be the provincial supplier.

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 “B”, Bid Form that the Bidder agrees to direct deposit and electronic invoicing.
- 3.2** 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,
 - date of Services rendered,
 - number of hours worked,
 - service description,
 - 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.

- 3.3** This Tender, all Bids, and any agreement will be construed and interpreted in accordance with the laws of the Province of Newfoundland and Labrador.
- 3.4** 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.

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- 3.5** 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

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

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

- A list of employees, officers, directors, 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 the Contractor or an officer or director of the Contractor as per Article 9 of WorkplaceNL Standard Terms and Conditions;
- Initialed WorkplaceNL Standard Terms and Conditions.

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APPENDIX "B"

Bid Form

Requirements	Price	Taxable (Y or N)
Vehicle	\$	
Accessibility Conversion	\$	
Fastening System	\$	
Extended Warranty	\$	
Delivery	\$	
Subtotal	\$	
HST	\$	
Total	\$	
Estimated Delivery Time		
Estimated Time for Modification		

Name of Bidder: _____

Address: _____

Telephone No.: _____ **Fax No.:** _____

E-mail address: _____

Dated at: _____ **this** _____ **day of** _____ **2024**

Authorized Signature

Witness Signature

Authorized Name (Printed)

Witness Name (Printed)

HST No.: _____

Direct Deposit **Agree** _____

Electronic Invoicing **Agree** _____

Price Protection Period for 120 days **Agree** _____

I hereby acknowledge that I have read and understand any and all addenda **Agree** _____

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APPENDIX “C”

Electronic Bid Submission Instructions

1. In order to be accepted, Bids must be submitted through WorkplaceNL’s posting for this opportunity on www.merx.com.
2. Bidders shall create a supplier account and be registered on www.merx.com. This will enable the Bidder to download the bid opportunity, receive addenda/addendum email notifications, download addenda/addendum, and submit their Bid electronically through the MERX website.
3. The timing of the Bid is based on when the Bid is received by the bidding system, not when the Bid is submitted by the Bidder, as transmission can be delayed by “Internet Traffic” for any number of reasons. WorkplaceNL recommends that Bidder allow for ample time to provide for uploaded Bids to be received prior to the Tender Closing Date. Bids received after the Tender Closing Date will not be accepted.
4. It is the responsibility of the Bidder to ensure that the Bid is received on time. Once registered, MERX will send a confirmation email to the Bidder if the Bid was submitted successfully. If a confirmation has not been received by the Bidder, the Bid was not uploaded correctly and it is the responsibility of the Bidder to either reload the documents or to contact MERX to resolve any issues regarding their Bid.
5. Response materials should be prepared and submitted in accordance with the instructions in the bidding system, including any maximum upload file size. Documents should not be embedded within uploaded files, as the embedded files may not be accessible or evaluated.
6. To ensure receipt of the latest information and updates regarding this opportunity via email, the onus is on the Bidder to register with MERX, create a supplier account, and sign up for notices for this opportunity.
7. Clarifications and questions received for this opportunity electronically can be submitted via the opportunity listing on www.merx.com. Questions can be submitted, and confirmation will be received to the inquiry. Responses will be answered on an individual basis or collectively at the discretion of WorkplaceNL.