



Tender: 2025-14-T
Standing Offer for Health Care Devices and Adaptive Equipment

Issue Date: August 11, 2025

Tender Closing Date: August 25, 2025 before 2:00pm (NL Time)

**WorkplaceNL
2025-14-T
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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 Health Care Devices and Adaptive Equipment for a three (3) year period commencing October 1, 2025 to September 30, 2028 with an option to extend for an additional two (2) years until September 30, 2030 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.

WorkplaceNL reserves the right to contract with one provider of services for all regions or to contract with separate providers, as required, to provide the required regional 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, 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** 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** 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 alternative 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.

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- 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.
- 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 SPECIFICATIONS

Item	Item Description	Size	Requirements
1.4.1	Acuball mini (textured)	2"	
1.4.2	Acuball mini (non-textured)	2"	
1.4.3	Acuball (textured)	3.5"	
1.4.4	Acuball (non-textured)	3.5"	
1.4.5	Back belt/lumbar support - Comfortform (or equivalent)	S M L XL XXL XXXL	Size range should accommodate waist measurements from approximately 24" – 64"

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Item	Item Description	Size	Requirements
1.4.6	Back brace - Chattanooga LoPro (or equivalent)	S M L XL XXL XXXL	Size range should accommodate waist measurements from approximately 24" – 64"
1.4.7	Highback backrest support with seat - Obusforme (or equivalent)		
1.4.8	Lowback backrest support with seat - Obusforme (or equivalent)		
1.4.9	Highback backrest support - Obusforme (or equivalent)		
1.4.10	Lowback backrest support - Obusforme (or equivalent)		
1.4.11	Seat - Obusforme (or equivalent)		
1.4.12	Backrest support - Obusforme Obus Ultraforme (or equivalent)		
1.4.13	Low backrest - Innotech EmbraceAIR (or equivalent)		
1.4.14	Backrest - Innotech EmbraceAIR Plus (or equivalent)		
1.4.15	Backrest - Innotech EmbraceAIR King (or equivalent)		
1.4.16	Bathtub safety mat	Approx. 38" x 15"	<p>Must have reliable slip protection the full length of standard bathtub.</p> <p>Must work on any non-textured bathtub surface.</p> <p>Must be cushioned and comfortable under foot.</p> <p>Must be made of high quality, allergen-free vinyl.</p> <p>Must be machine washable.</p>

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Item	Item Description	Size	Requirements
1.4.17	Bathtub lift	Standard Bariatric	<p>Must be compatible with most standard size bathtubs.</p> <p>Must be battery powered.</p> <p>Must have separate hand control. Must have side flaps for transfers.</p> <p>Must have recline feature in the back.</p> <p>Must have some padding on the seat.</p> <p>Must have minimum 3 year warranty.</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>
1.4.18	Bed assist transfer pole with repositionable grip handle		
1.4.19	Bed assist rail		<p>Must be securable to mattress or bed frame.</p> <p>Must have 250 lbs. weight capacity minimum.</p>
1.4.20	Cold compress	<p>Approx. 6"x10" 8"x 10" 10"x13"</p> <p>Cervical 5"x19"</p>	<p>Must be reusable.</p> <p>Must be non-toxic.</p> <p>Must include washable cover/wrap.</p> <p>Must be able to be stored in freezer for use.</p> <p>Must be flexible to conform to the body.</p>

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Item	Item Description	Size	Requirements
1.4.21	Uni-point cane	Standard Bariatric	<p>Must be lightweight metal.</p> <p>Must be height adjustable from approximately 30" to 39".</p> <p>Must have ergonomic grip handle.</p> <p>Must include ice pick.</p> <p>Standard must accommodate a minimum of 250 lbs. weight capacity.</p> <p>Bariatric must accommodate a minimum of 250 lbs. weight capacity.</p>
1.4.22	Ice-pick for uni-point cane		Must be replacement compatible for uni- point cane referenced in 1.4.18
1.4.23	Quad cane	Standard Bariatric	<p>Must be lightweight metal.</p> <p>Must be height adjustable from approximately 30" to 39".</p> <p>Must have ergonomic grip handle.</p> <p>Must include ice pick.</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>
1.4.24	T-Handle tripod adjustable cane		<p>Must be lightweight metal.</p> <p>Must be height adjustable from approximately 30" to 39".</p> <p>Must have ergonomic grip handle.</p> <p>Standard must accommodate a minimum of 250 lbs. weight capacity.</p>

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Item	Item Description	Size	Requirements
1.4.25	Elbow clasp - air cast (or equivalent)	All sizes	
1.4.26	Kidney shaped elbow clasp	XS S M L XL	
1.4.27	Elbow clasp with custom pressure control - Tensor (or equivalent)	One size fits all	<p>Must enable pressure to be applied to specific, affected tendon.</p> <p>Must have easy to operate pressure control mechanism.</p> <p>Must have gel padding that conforms to the wearer's arm to provide cushioning and support.</p>
1.4.28	Thera Cane	Standard	Must be lightweight and durable.
1.4.29	Flex therapy bar	Easy Medium Strong	
1.4.30	Soft smooth foam roller	4"x36" 6"x12" 6"x36"	Must be cylindrical.
1.4.31	Hard smooth foam roller	4"x36" 6"x12" 6"x36"	Must be cylindrical.
1.4.32	Textured foam roller	4"x36" 6"x12" 6"x36"	Must be cylindrical.
1.4.33	Foot splint	S M L XL XXL	Must be suitable for treatment of plantar fasciitis.
1.4.34	Gel insoles	All sizes	<p>Must be suitable for all men's and women's shoe sizes.</p> <p>Must provide good quality shock absorption.</p>

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Item	Item Description	Size	Requirements
1.4.35	Orthotic insole - Superfeet (or equivalent)	All sizes	<p>Must be suitable for all men's and women's shoe sizes.</p> <p>Must have arch support.</p> <p>Must provide good quality shock absorption.</p>
1.4.36	Residential grab bar, wall mounted	12" 16" 18" 24" 32" 36"	<p>Must have 1.5" diameter non-slip grip surface.</p> <p>Must be made of stainless steel.</p> <p>Must have exposed, rotatable flanges.</p> <p>Must include mounting hardware.</p> <p>Must include mounting instructions.</p>
1.4.37	Residential grab bar, floor mounted	30" 32" L-shape Bariatric	<p>Must have 1.5" diameter non-slip grip surface.</p> <p>Must be made of stainless steel.</p> <p>Must have approx. 44" post height.</p> <p>Must have flip up arm rest when not in use, securable in the "up" position.</p> <p>Standard must accommodate a minimum of 250 lbs. weight capacity. Bariatric must accommodate a minimum of 350 lbs. weight capacity.</p> <p>Must include mounting hardware and instructions.</p>
1.4.38	Handheld shower		<p>Basic handheld shower to fit over standard faucets.</p> <p>Must have on/off switch on handheld device.</p>

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Item	Item Description	Size	Requirements
1.4.39	Handheld shower with wall mount bar		<p>Must have a flexible approx. 6'-7' long hose.</p> <p>Must have easy grip adjustable mechanism.</p> <p>Must have push-button trickle-full spray hand shower with approximately 24" wall grab bar slide mechanism.</p> <p>Must have option for vertical, horizontal or diagonal installation.</p> <p>Must include mounting hardware.</p>
1.4.40	Dry/moist heating pad, electric	Approx. 7"x15" 14"x14" 14"x27" U-shape 23"x20"	<p>Must be CSA approved.</p> <p>Must have an on/off switch.</p> <p>Must have an automatic shutoff.</p> <p>Must have a removable, washable pad cover.</p>
1.4.41	De-rotation knee brace	XS S M L XL	<p>Must not require custom fitting. Must be prefabricated and sized to be fitted with minor adjustments.</p> <p>Must be made of thermoplastic material or similar light weight material.</p> <p>Must be fixable to the knee securely, with adjustable straps.</p> <p>Must be hinged at the knee joint to allow for ease of movement.</p>

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Item	Item Description	Size	Requirements
1.4.42	Patellar tracking knee brace	XS S M L XL	<p>Must not require custom fitting.</p> <p>Must be prefabricated and sized to be fitted with minor adjustments.</p> <p>Must be made of thermoplastic material or similar light weight material.</p> <p>Must be fixable to the knee securely, with adjustable straps.</p> <p>Must be hinged at the knee joint to allow for ease of movement.</p>
1.4.43	Sized offloader knee brace	XS S M L XL	<p>Must not require custom fitting.</p> <p>Must be prefabricated and sized to be fitted with minor adjustments.</p> <p>Must be made of thermoplastic material or similar light weight material.</p> <p>Must be fixable to the knee securely, with adjustable straps.</p> <p>Must be hinged at the knee joint to allow for ease of movement.</p>
1.4.44	Knee sleeve	XS S M L XL	<p>Must not require custom fitting.</p> <p>Must be prefabricated and sized to be fitted with minor adjustments.</p> <p>Must be made of neoprene or similar material.</p> <p>May have adjustable straps.</p>

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Item	Item Description	Size	Requirements
1.4.45	Hinged knee support brace	XS S M L XL	<p>Must not require custom fitting.</p> <p>Must be prefabricated and sized to be fitted with minor adjustments.</p> <p>Must be made of neoprene or similar breathable and washable material with adjustable straps.</p> <p>Must be hinged at the knee joint to allow for ease of movement.</p>
1.4.46	Lift chair	<p>A variety of models to meet all height, width and weight capacities</p> <p>Standard Bariatric</p>	<p>Must be able to provide 3-position full recline or infinite for sleeping.</p> <p>Must allow left or right remote hand control location.</p> <p>Must have hand control attached.</p> <p>Must have pillow, split and button back style options.</p> <p>Must have seat to floor measurement 18"- 21".</p> <p>Must have options for seat depths between 18"-22".</p> <p>Must have options for seat width between 18"-24".</p> <p>Must have top of seat back height from 24"-29".</p> <p>Must have durable, stain resistant upholstery in a selection of basic décor colors.</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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Item	Item Description	Size	Requirements
1.4.47	Long handle sponge		Must be lightweight. Must be break resistant. Must include a replacement sponge.
1.4.48	Long handle sponge, angled or curved		Must be lightweight. Must be break resistant. Must include a replacement sponge.
1.4.49	Long handle shoehorn		Must be lightweight. Must have full metal shaft. Must be break resistant.
1.4.50	Long handle dustpan		Must be lightweight. Must be break resistant.
1.4.51	Long handle duster		Must be lightweight. Must be break resistant.
1.4.52	Long handle sock aid		Must be lightweight. Must be break resistant.
1.4.53	Long handle reacher	Approx. 22" 26" 32.5"	Must be lightweight. Must be break resistant.
1.4.54	Long handle toilet aid		Must be a minimum of 11 inches long. Must be lightweight. Must be break resistant.
1.4.55	Lumbar roll - Orthocanada (or equivalent)	4" 5"	
1.4.56	Lumbar roll - Obusforme (or equivalent)		
1.4.57	½ back lumbar roll - Obusforme Comforter (or equivalent)		
1.4.58	Back roll - MacKenzie Bakrol 36 (or equivalent)		

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Item	Item Description	Size	Requirements
1.4.59	Adjustable back cushion (inflatable) - Obusforme (or equivalent)		
1.4.60	Mattress topper, 3" memory foam	Twin Double Queen King	
1.4.61	Water pillow - Solitude, Chiroflow or Mediflow water pillow (or equivalent)		
1.4.62	Moulded cervical pillow - Therapeutica pillow (or equivalent)	Petite Average Large X-Large	
1.4.63	Contoured cervical pillow - Obusforme (or equivalent)		
1.4.64	4-in-1 pillow - Obusforme Neck & Neck (or equivalent)		
1.4.65	Standard memory foam pillow		
1.4.66	Pillow - Omega Normalizer (or equivalent)		
1.4.67	Body pillow - Obusforme (or equivalent)		
1.4.68	L-shape pillow		
1.4.69	Power web combo hand exerciser	Ultra-Light/Medium, Medium/Sup er, Heavy, Light/Heavy, Heavy/Ultra Heavy	14 inches.

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Item	Item Description	Size	Requirements
1.4.70	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>
1.4.71	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>
1.4.72	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" & 6" seat height adjustment.</p> <p>Must have removable lid. 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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Item	Item Description	Size	Requirements
1.4.73	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>
1.4.74	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>
1.4.75	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. 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>

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Item	Item Description	Size	Requirements
1.4.76	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>
1.4.77	Shower/bath chair without 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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Item	Item Description	Size	Requirements
1.4.78	Bathtub transfer bench	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. 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>
1.4.79	SI belt – Compressor (or equivalent)	S M L XL	
1.4.80	SI belt - SI-LOC (or equivalent)	S M L XL	
1.4.81	SI belt – Active (or equivalent)	S M L XL	
1.4.82	SI belt – Spine Power (or equivalent)	S M L XL	
1.4.83	Over the door exercise pulley system		<p>Must fit over standard doors and include over the door bracket.</p> <p>Must have adjustable Length rope.</p> <p>Must have smooth operation pulleys.</p> <p>Must have cushioned, slip-resistant, ergonomic grip handles.</p>

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Item	Item Description	Size	Requirements
1.4.84	Walker, folding	Standard Bariatric	<p>Must have dual release, folds on both sides.</p> <p>Must be adult size with minimum width inside main handgrips 17".</p> <p>Must meet client height needs, max. 6'4".</p> <p>Must be lightweight.</p> <p>Must include PVC handgrips.</p> <p>Must accommodate walker wheels. Standard must accommodate a minimum of 250 lbs. weight capacity.</p> <p>Bariatric must accommodate a minimum of 350 lbs. weight capacity.</p>
1.4.85	Walker wheels	3" diameter 5" diameter	<p>Must be fixed, not swivel.</p> <p>Must include glides for rear walker legs.</p> <p>Must fit walker referenced in 1.4.73</p>
1.4.86	Walker tray, standard		<p>Must fit walker referenced in 1.4.73</p>

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1.4.87	Walker – Rollator (or equivalent)	Standard Bariatric	<p>Must have flip up seat.</p> <p>Must have 4 wheels.</p> <p>Must have adjustable handle height.</p> <p>Must have powder coated heavy duty steel construction.</p> <p>Must have anatomical grip with locking loop brakes.</p> <p>Must have shopping basket and removable tray.</p> <p>Must be foldable for easy storage and transport.</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>
1.4.88	Wheelchair, basic	16" seat width 18" seat width 20" seat width	<p>Must have removable, swing away footrests.</p> <p>Must have removable or flip up armrests.</p> <p>Must have at least 2 seat height adjustment options between 16" and 18".</p> <p>Must have back height 16" and 18".</p> <p>Must have weight capacity of 250 lb. minimum.</p>

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Item	Item Description	Size	Requirements
1.4.89	Wrist/thumb spica brace	XS S M L XL	<p>Must be off the shelf, prefabricated and sized to be fitted with minor adjustments.</p> <p>Must be made of breathable, flexible and washable material.</p> <p>Must be fitted to immobilize the thumb while allowing the other digits freedom of movement.</p> <p>Must be fixable to the hand/thumb area securely with adjustable straps.</p>
1.4.90	Wrist support – Rolyan Soft wrist support (or equivalent)	S M L XL	<p>Must be available for left and right wrists.</p> <p>Must be off the shelf, prefabricated.</p> <p>Must be sized to be fitted with minimum adjustments.</p> <p>Must be made of flexible, breathable, washable material.</p>
1.4.91	Wrist brace – Futuro (or equivalent)	S M L XL	<p>Must be available for left and right wrists.</p> <p>Must be off the shelf, prefabricated.</p> <p>Must be sized to be fitted with minimum adjustments.</p> <p>Must be made of flexible, breathable, and washable material.</p>

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Item	Item Description	Size	Requirements
1.4.92	Wrist wrap – Benik (or equivalent)	S M L	<p>Must be available for left and right wrists.</p> <p>Must be off the shelf, prefabricated.</p> <p>Must be sized to be fitted with minimum adjustments.</p> <p>Must be made of flexible, breathable, and washable material.</p>
1.4.93	Walking boot, low profile	All men's and women's foot and calf sizes	<p>Must be light weight.</p> <p>Must have semi-rigid outer shell.</p> <p>Must have cushioned inner and outer sole for shock absorption.</p> <p>Must have adjustable straps for support.</p> <p>Must have washable padded liner.</p>

1.5 QUALITY OF GOODS

- 1.5.1** 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.
- 1.5.2** 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.
- 1.5.3** 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

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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
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2.1 MANDATORY CRITERIA AND EXPERIENCE

The successful Bidder must possess the necessary knowledge, skill and experience to supply Health Care Devices 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 the Tender Closing Date. It is the responsibility of the Bidder to monitor WorkplaceNL's website (<http://www.workplacenl.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@workplacenl.ca or through the Tender posting on www.merx.com and received by WorkplaceNL before 4:00PM Newfoundland Time on August 18, 2025.

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.

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- 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. 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

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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.

- 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. The successful Bidder and its employees, officers, directors, associates and/or approved sub-contractors shall comply with the WorkplaceNL Confidentiality Schedule. The successful Bidder must initial the WorkplaceNL Confidentiality Schedule which will form part and parcel of the agreement.
- 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 and the initialed WorkplaceNL Confidentiality Schedule.
- 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 August 25, 2025 ("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 physiotherapy aids and adaptive equipment of a similar size and scope and describing how the Bidder meets the mandatory criteria listed in paragraph 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.

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- 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.
- 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 August 21, 2025.
- 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

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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.
- 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.

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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 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.

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- 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.
- 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; and
- Initialed WorkplaceNL Confidentiality Schedule.

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APPENDIX "B"

Bid Form

Name of Bidder: _____

Address: _____

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

E-mail address: _____

Dated at: _____ **this** _____ **day of** _____ **2025**

Authorized Signature

Witness Signature

Authorized Name (Printed)

Witness Name (Printed)

HST No.: _____

Item costs 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**_____

**WorkplaceNL
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[illegible]

**WorkplaceNL
2025-14-T**

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**WorkplaceNL
2025-14-T**

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APPENDIX “D”

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.