



Request for Quotations

For

Supply and Installation of Ductless Mini-Split System

Port of Argentia Wellness Centre

Placentia, NL

Date of Original Issue: May 27, 2026

Submission Deadline: June 10, 2026 @ 2:30pm NT

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DEFINITIONS

AGREEMENT	Contract between the Town of Placentia (TOP) and the Contracted Supplier for the provision of the Deliverables
THE AGENCY	Public Procurement Agency of Newfoundland and Labrador
BUSINESS DAY	Any day other than a Saturday, Sunday or paid holiday observed by Government of Newfoundland and Labrador
CONTRACT MANAGER	Primary point of contact representing the Contracted Supplier and responsible for execution of the Deliverables according to the terms of the Agreement
CONTRACT NEGOTIATION PERIOD	The period of time during which the TOP intends to conclude negotiations and finalize an Agreement with the Selected Respondent
CONTRACTED SUPPLIER	The Respondent to this RFQ who enters into an Agreement
DEADLINE FOR QUESTIONS	The date and time before which all questions from prospective respondents must be submitted through the bidding system
DELIVERABLES	The set of goods and services sought by the TOP to be provided in accordance with the terms of this RFQ during the Agreement
ELIGIBLE QUOTATION	A Quotation validated by the TOP to containing all mandatory submission requirements prepared in accordance with the instructions in this RFQ
NOTICE OF SELECTION	Correspondence issued by the TOP to the Selected Respondent advising of its intent to finalize an Agreement
POSTING PERIOD	Period of time between the Date of Original Issue and the Submission Deadline
PROJECT MANAGER	Designated employee of the Contracted Supplier responsible for ensuring the execution of the Deliverables according to the terms of the Agreement and primary point of contact for the TOP

QUOTATION	A Respondent's response to this RFQ
QUALIFIED QUOTATION	A Quotation validated by the TOP to satisfy all mandatory technical requirements presented in this RFQ (general and specifications, where applicable)
RECTIFICATION NOTICE	Correspondence issued by the TOP in response to a non-compliant Quotation, indicating its deficiencies and the manner by which those deficiencies can be remedied
RECTIFICATION PERIOD	Period of time during which a Respondent is invited to correct deficiencies in its Quotation, in accordance with the procedures outlined in this RFQ
REGISTERED DOCUMENT TAKER	A Respondent or prospective respondent who has requested solicitation documents for this procurement through a registered vendor account within the bidding system
RESPONDENT	An individual or a company that submits a Quotation in response to this RFQ
RFQ	Request for Quotations
RFQ CONTACT	Procurement Official representing the TOP
SELECTED RESPONDENT	The Respondent with the top-ranking Quotation according to the evaluation presented in the RFQ
SUBMISSION DEADLINE	The date and time before which all Quotations must be received By June 10, 2026

PART 1 INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

1.1.1 Invitation

This Request for Quotations (the “RFQ”) is an invitation by the Town of Placentia of Newfoundland and Labrador (the “TOP”) to prospective respondents to submit Quotations for the supply and installation of The TOP is requesting quotations for the supply and installation of 3 head (18000btu) – 1 unit with cover ductless mini-split HVAC systems, for Unity Parc – Port of Argentia Wellness Centre, as further described in Appendix C – RFQ Particulars (Section A. The Deliverables).

1.1.2 Respondent must be Single Entity

The Respondent must be a single legal entity that, if selected, intends to enter into the contract with the TOP. If a Quotation is being submitted jointly by two (2) or more separate entities, the Quotation must identify only one of those entities as the Respondent. The Respondent identified as the Contracted Supplier will be responsible for the performance of the Deliverables.

1.1.3 Bidding System Registration

Prospective respondents must access this opportunity through a vendor account with the TOP of Newfoundland and Labrador’s electronic bidding system at: www.merx.com and register as a Registered Document Taker for this procurement. Through the vendor account, prospective respondents will be able to download solicitation documents, ask questions, receive amendment notifications, download amended documents, and submit Quotations.

1.2 RFQ Contact

Before the Deadline for Questions presented in Part 1.4, prospective respondents must initiate communications with the TOP electronically through the bidding system. The TOP will not respond to prospective respondents’ communications by any other means before this date.

After the Deadline for Questions has passed, prospective respondents may contact the TOP directly via the RFQ Contact, but only as required by this RFQ process. For the purposes of this procurement process, the “RFQ Contact” will be:

Ryan Snow

Manager of Engineering and Public Works – Town of Placentia

Rsnow@placentia.ca

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the TOP, other than the RFQ

Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the Respondent and the rejection of its Quotation.

1.3 Contract for Deliverables

1.3.1 Form of Agreement

The Selected Respondent will be requested to enter into an Agreement for the provision of the Deliverables on the terms and conditions set out in this RFQ. A sample contract template is provided in Appendix A – Sample Form of Agreement.

1.3.2 Term of Agreement

The term of the Agreement will be in effect until the completion of the Deliverables.

1.4 RFQ Timetable

Solicitation	
Original Date of Issue	May 27, 2026
Deadline for Questions	June 3, 2026
Deadline for Issuing Amendments	June 5, 2026
Submission Deadline	June 10, 2026 @ 2:30pm NT

Evaluation	
Opening of Quotations	June 11 @ 10:30pm NT
Rectification Period	5 business days from Rectification Notice
Technical Evaluation	Week of June 11, 2026
Pricing Evaluation	Week of June 11, 2026
Final Ranking of Quotations	Week of June 11, 2026

Award	
Notification to Selected Respondent	June 17, 2026
Contract Negotiation Period	Up to 3 days
Execution of Agreement	June 17, 2026

Dates presented in the RFQ timetable is tentative only and may be changed by the TOP at any time.

1.5 Submission Instructions

1.5.1 Submission of Quotations

Quotations must be submitted electronically through the bidding system at: www.merx.com/. Quotations submitted by methods other than the bidding system will not be accepted.

Prospective respondents who encounter technical issues during submission should contact the bidding system's technical support immediately. The TOP cannot respond to technical enquiries related to the bidding system.

1.5.2 Respondent Inquiries and Response

All inquiries and requests for clarification from prospective respondents must be submitted through the bidding system and shall be accepted up to the Deadline for Questions specified in Part 1.4. Inquiries and requests for clarification received after this date and time will not receive a response.

To ensure prospective respondents' equal access to information provided in response to inquiries, the TOP will post all responses through the bidding system. If the TOP determines a response may be applicable or helpful to other prospective respondents, the inquiry its response will be shared via the bidding system as an amendment. If the TOP determines that content of an inquiry or response may compromise the anonymity of the inquirer, the TOP may generalize the inquiry and/or response before sharing.

1.5.3 Quotations to be Submitted on Time

Quotations must be finalized and fully uploaded to the bidding system on or before the Submission Deadline defined in Part 1.4. The time of submission will be determined by the bidding system's clock. Late submissions will not be accepted by the bidding system and will be disqualified as late.

Prospective respondents are cautioned that the time of submission is based on when a Quotation is received by the bidding system, not when a Quotation is submitted. As the receipt of a Quotation may be delayed by technical factors related to transmission of data, prospective respondents are encouraged to submit Quotations well in advance of the Submission Deadline. Respondents electing to submit near the Submission Deadline do so at their own risk.

The bidding system presents confirmation of receipt updates through Respondents' user profiles upon successful submission. If a confirmation of receipt update is not presented after submission, Respondents must contact the bidding system's technical support immediately.

1.5.4 Quotations to be Submitted in Prescribed Format

Quotations shall be prepared and submitted in accordance with the instructions in the bidding system, including any maximum upload file size. Respondents who encounter issues with submitting their Quotation via the bidding system must contact the technical support provided by the bidding system. The TOP cannot respond to technical enquiries related to the bidding system.

Other than inserting the requested information into the fillable forms, prospective respondents may not make any other changes to the forms. Quotations that contain a form with any such changes, whether on the face of the form or elsewhere, may be disqualified.

Prospective respondents should refrain from submitting unsolicited materials such as product catalogues, promotional materials or other unsolicited marketing/informational materials with their Quotation. Quotation documents must not contain embedded files or hyperlinks to websites or other documents. Information submitted in this manner will not be considered.

1.5.5 Revisions to Quotations Prior to Submission Deadline

Respondents may revise their submitted Quotations prior to the Submission Deadline. However, the Respondent is solely responsible for ensuring that the revised Quotation is received by the bidding system before the Submission Deadline.

1.5.6 Amendments to Solicitation Documents

To ensure the consistency of information available to prospective respondents, the TOP will post all amendments through the bidding system. At the time of posting an amendment, the bidding system will issue a notification to all registered prospective respondents.

Prospective respondents are solely responsible for ensuring receipt of, and compliance with, all changes and information issued by way of amendment. The TOP shall not be responsible for prospective respondents who fail to adequately inform themselves.

1.5.7 Withdrawal of Quotations

At any time throughout the RFQ process until the execution of a written Agreement for provision of the Deliverables, a Respondent may withdraw a Quotation. Prior to the Submission Deadline, Respondents may withdraw a Quotation through the bidding system. To withdraw a Quotation after the Submission Deadline, a notice of withdrawal must be sent to the RFQ Contact and must be signed by an authorized representative of the Respondent. The TOP is under no obligation to return withdrawn Quotations.

[END OF PART 1]

PART 2 EVALUATION AND AWARD

2.1 Stages of Evaluation

The TOP will conduct the evaluation of Quotations in the following stages:

- (a) Stage I: Compliance Testing
- (b) Stage II: Technical Evaluation
- (c) Stage III: Pricing Evaluation
- (d) Stage IV: Ranking, Negotiations and Award

2.2 Stage I: Compliance Testing

During Stage I, each Quotation is reviewed to determine if all mandatory submission requirements as set out in Appendix C – RFQ Particulars (Section C. Mandatory Submission Requirements) were prepared and submitted in accordance with the instructions provided in this RFQ.

2.2.1 Determination of Compliance

Quotations deemed by the TOP to contain all mandatory submission requirements, prepared in accordance with the instructions in this RFQ, become Eligible Quotations and move forward to technical evaluation. The determination of a Quotation's compliance during Stage I is a preliminary result only. The TOP reserves the right to review and revise Stage I compliance testing results at any subsequent stage in the evaluation and/or negotiation process.

Quotations that do not contain all mandatory submission requirements, prepared in accordance with the instructions provided in this RFQ, will be deemed non-compliant and cannot be evaluated. Non-compliant Quotations will be subject to a rectification process, whereby Respondents are provided an opportunity to rectify the identified non-compliances.

2.2.2 Rectification Notice

In response to a non-compliant Quotation, the TOP will issue a Rectification Notice via email to the Respondent. The Rectification Notice will present a list of identified non-compliances, a reference substantiating each non-compliance; and procedures for rectifying the Quotation, including a deadline.

2.2.3 Rectification Period

The Rectification Period referenced in Part 1.4 will begin to run from the date and time that the TOP issues the Rectification Notice. The Respondent will have a single Rectification Period to revise and submit a rectified Quotation. A rectified Quotation received after the Rectification Period deadline will be excluded from further consideration.

2.2.4 Scope of Rectification

Rectification is limited to the specific list of non-compliances presented on the Rectification Notice. A rectified Quotation must address only the non-compliances presented in, and only through procedures prescribed by, the Rectification Notice. For greater clarity, Respondents shall not make other revisions, or submit additional information, outside these parameters.

A rectified Quotation prepared and submitted accordance with the requirements of this RFQ, and the applicable Rectification Notice, will replace, in full, only those parts of the original Quotation identified by the Rectification Notice as non-compliant. A rectified Quotation submitted with changes beyond the scope of the Rectification Notice may be disqualified.

2.2.5 Testing of Rectified Quotations

If a Respondent submits a rectified Quotation during the Rectification Period which does not address all of the non-compliances according to the procedures prescribed by the Rectification Notice, that rectified Quotation will be excluded from further consideration.

If, through rectifying its Quotation, a Respondent creates new non-compliances, outside those presented in the Rectification Notice, those additional non-compliances will not be subject to further rectification processes and the rectified Quotation will be excluded from further consideration. If a Respondent submits a rectified Quotation in a manner inconsistent with the procedures prescribed by the Rectification Notice, that rectified Quotation will be excluded from further consideration.

Where a rectified Quotation is deemed compliant by the TOP, it will move forward to technical evaluation.

2.3 Stage II – Technical Evaluation

The TOP will review all Eligible Quotations to determine whether the mandatory technical requirements set out in Appendix C – RFQ Particulars (Section D) have been satisfied. All mandatory technical requirements will be evaluated as pass or fail. Questions or queries on the part of the TOP as to whether a Quotation has satisfied the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.2.4. If a Quotation fails to satisfy the mandatory technical requirements it will be excluded from further consideration.

Eligible Quotations that satisfy all mandatory technical requirements will move forward as Qualified Quotations.

2.4 Stage III – Pricing Evaluation

Stage III will consist of evaluating the pricing for each Qualified Quotation in accordance with the price evaluation method set out in Appendix D – Pricing Evaluation.

2.5 Stage IV – Ranking, Negotiations and Award

2.5.1 Ranking and Identification of the Selected Respondent

After the completion of Stage III, Qualified Quotations will be ranked based on the pricing evaluation. Subject to the process rules contained in the Part 3 of this RFQ, the Respondent with the top-ranked Qualified Quotation will become the Selected Respondent. In the event of a tie in ranking, the Selected Respondent will be determined by way of coin toss.

2.5.2 Notice of Selection

The Selected Respondent will be issued a Notice of Selection via email from the TOP. The Notice of Selection will trigger the Contract Negotiation Period and present any additional conditions of the negotiation process, including applicable preconditions of award.

2.5.3 Preconditions of Award

The Selected Respondent will be required to satisfy all preconditions of award presented in Appendix E. Therefore, all Proponents should be prepared to provide any supporting documentation and respond to related correspondence in a timely fashion. The Notice of Selection will specify the mechanism by which these preconditions may be satisfied and provide a mechanism and timeframe whereby the Selected Respondent must satisfy these conditions. The Selected Respondent is expected to satisfy the preconditions of award and enter into an Agreement within the timeframe specified in the Notice of Selection.

2.5.4 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in Part 3 - Terms and Conditions and will not constitute a legally binding offer to enter into a contract on the part of the TOP or the Selected Respondent and there will be no legally binding relationship created with any Respondent prior to the execution of a written Agreement.

Negotiations may include requests by the TOP for supplementary information from the Selected Respondent to verify, clarify or supplement the information provided in its Quotation or to confirm the conclusions reached in the evaluation, and may include requests by the TOP for improved pricing or performance terms from the Selected Respondent.

2.5.5 Failure to Enter into Agreement

If a Selected Respondent is unable to satisfy the preconditions of award described in Appendix E, or if an Agreement is not finalized between a Selected Respondent and the TOP within the time period specified in the Notice of Selection, the TOP may, at its sole discretion at any time thereafter, disqualify the Selected Respondent.

If a Selected Respondent is disqualified, the TOP may issue a Notice of Selection to the next-highest ranked Respondent. This process will continue until an Agreement is finalized, until there are no more Qualified Quotations, or until the TOP elects to cancel the RFQ process.

2.5.6 Notification to Other Respondents

Once an Agreement is executed by the TOP and the Contracted Supplier, the other Respondents will be notified through the bidding system, in accordance with the Part 3 - Terms and Conditions.

[END OF PART 2]

PART 3 TERMS AND CONDITIONS OF THE RFQ PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

Respondents should structure their Quotations in accordance with the instructions in this RFQ. A Respondent who submits conditions, options, variations, or contingent statements either as part of its Quotation or after receiving Notice of Selection, may be disqualified.

3.1.2 Quotations in English

All quotations are to be in English only.

3.1.3 No Incorporation by Reference

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

3.1.4 Past Performance

In the evaluation process, the TOP may consider the Respondent's past performance or conduct on previous contracts with the TOP or other institutions.

3.1.5 Information in RFQ Only an Estimate

The TOP and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFQ or issued by way of addenda. Any quantities shown or data contained in this RFQ or provided by way of addenda are estimates only, and are for the sole purpose of indicating to prospective respondents the general scale and scope of the Deliverables. It is the Respondent's responsibility to obtain all the information necessary to prepare a Quotation in response to this RFQ.

3.1.6 Respondents to Bear Their Own Costs

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

3.1.7 Quotation to be Retained by the TOP

The TOP will not return the Quotation or any accompanying documentation submitted by a Respondent.

3.1.8 Trade Agreements

Respondents should note that procurements falling within the scope of the Canadian Free Trade Agreement and/or international trade treaties that Canada is signatory to are subject to those trade agreements but that the rights and obligations of the parties will be governed by the specific terms of this RFQ.

3.2 Communication after Issuance of RFQ

3.2.1 Point of Contact

The RFQ Contact listed in Part 1.2 will act as the sole and official contact. Communications from sources other than the RFQ Contact shall be considered as unofficial and not binding on the TOP. Enquiries by prospective respondents shall be addressed in the manner described in Part 1 – Invitation and Submission Instructions. The TOP is under no obligation to provide additional information, and the TOP shall not be responsible for any information provided by or obtained from any other source.

3.2.2 Respondents to seek clarification

Prospective respondents should promptly examine all of the documents comprising this RFQ and may direct questions or seek additional information in writing through the bidding system on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. The TOP is under no obligation to provide additional information, and the TOP is not responsible for any information provided by or obtained from any source other than the RFQ Contact or the bidding system. It is the responsibility of the prospective respondent to seek clarification on any matter it considers to be unclear. The TOP is not responsible for any misunderstanding on the part of a Respondent concerning this RFQ or its process.

3.2.3 All New Information to Respondents by Way of Amendment

This RFQ may be revised only by amendment in accordance with this section. If the TOP, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all Registered Document Takers by amendment posted via the bidding system. Each amendment forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Respondents are responsible for obtaining all amendments issued by the TOP.

3.2.4 Post-Deadline Amendment and Extension of Submission Deadline

If the TOP determines that it is necessary to issue an amendment after the Deadline for Issuing Amendments, the TOP may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify and Clarify

When evaluating Quotations, the TOP may request further information from a Respondent or third parties in order to verify, clarify or supplement the information provided in a Respondent's Quotation. The TOP may revisit and re-evaluate a Quotation or its ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Respondents

In accordance with section 30 of the Public Procurement Regulations, once the Agreement is awarded by the TOP, the outcome of the RFQ will be publicly posted at: www.merx.com/.

3.3.2 Debriefing

Respondents may request a debriefing within ten (10) business days after the award has been posted. All requests must be in writing to the RFQ Contact. The TOP will contact the Respondent to schedule the debriefing. Debriefings may occur in person at the TOP's location or by way of conference call or other remote meeting format as prescribed by the TOP.

The intent of the debriefing information session is to aid the Respondent in preparing a better Quotation for subsequent procurement opportunities. The debriefing process is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.3.3 Supplier Complaint Process

If, after attending a debriefing session described in Part 3.3.2, a Proponent wishes to register a complaint with respect to the RFP process, it must provide the complaint in writing to the RFP Contact within fifteen (15) business days of the debriefing and in accordance with section 25 of the Public Procurement Regulations, as amended. The written complaint must provide a detailed explanation of the Respondent's concerns with the procurement process or its outcome, in addition to such other information as may be required by the Regulations. The TOP will review the complaint and respond to it within fifteen (15) business days of receiving it.

Respondent's should note that these complaint procedures are separate and distinct from any dispute resolution processes that may be provided for under applicable trade agreements. If a Respondent wishes to dispute a matter under an applicable trade agreement, the Respondent must follow the process set out in the trade agreement.

3.4 Conflict of Interest, Unfair Advantage and Prohibited Conduct

3.4.1 Conflict of Interest or Duties

For the purposes of this RFQ, the term “Conflict of Interest” refers to a conflict between the official duties and private interests of a public office holder or a Crown agent or a situation where a public office holder or Crown agent leverages their position for personal gain. In relation to the RFQ process, Respondents are required to immediately disclose to the RFQ Contact any real, potential or perceived conflict of interest, including but not limited to:

- (a) having been involved in the development of the RFQ; or
- (b) having provided advice or assistance in the development of the RFQ.

For the purposes of this RFQ, the term “Conflict of Duties” refers to a conflict arising between competing responsibilities. In relation to the performance of obligations under a contract for the Deliverables, the Contracted Supplier is required to immediately disclose to the RFQ Contact any commitments, relationships, or financial interests that could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations to the TOP.

3.4.2 Unfair Advantage

In relation to this RFQ process, Respondents are required to immediately disclose to the RFQ Contact any existing unfair advantage or any behaviours undertaken that may, directly or indirectly, result in acquiring an unfair advantage over other Respondents, including but not limited to:

- (a) as a Respondent, having or having access to confidential information of the TOP, unavailable to other Respondents, that could, or could be seen to, advantage its Quotation; and
- (b) as a Respondent, receiving advice or assistance in the preparation of its Quotation from any individual or entity that was involved in the development of the RFQ.

3.4.3 Prohibited Conduct

For the purposes of this RFQ, the term “Prohibited Conduct” refers to conduct detrimental to achieving best value, transparency and accountability in procurement.

In relation to this RFQ process or the performance of obligations under a contract for the Deliverables, Respondents / Contracted Suppliers must not engage in Prohibited Conduct, including but not limited to:

- (a) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process);

- (b) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair;
- (c) communicating directly or indirectly with the media in relation to this RFQ or any agreement entered into pursuant to this RFQ without first obtaining the written permission of the RFQ Contact;
- (d) engaging directly or indirectly in any form of political or other lobbying whatsoever to influence the evaluation and selection process to identify the Contracted Supplier;
- (e) creating barriers to competition through the manner in which it performs its existing contracts;
- (f) failing to provide information within its control or otherwise engaging in conduct obstructive to a fair competitive procurement process;
- (g) engaging in illegal business practices, including bid-rigging, price-fixing, bribery, fraud, coercion, or collusion;
- (h) engaging in any unethical conduct, including lobbying, as described above, or other inappropriate communications;
- (i) offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the TOP; and
- (j) engaging in deceitful behaviour, including submitting Quotations containing misrepresentations or other misleading or inaccurate information.

3.4.4 Harassment

In relation to this RFQ process or the performance of obligations under a contract for the Deliverables, Respondents / Contracted Suppliers shall interact with representatives of the TOP in a manner free from harassment as defined by the [GNL Harassment Free Workplace Policy](#).

3.4.5 Remedies

In relation to this RFQ process, the TOP may disqualify a Respondent or rescind an invitation to negotiate a contract for any conduct, situation, or circumstances, determined by the TOP, in its sole and absolute discretion, to constitute Conflict of Interest, Conflict of Duties, Unfair Advantage, Prohibited Conduct, or Harassment.

In relation to the performance of obligations under a contract for the Deliverables, the TOP may terminate a contract entered into with a Contracted Supplier for any conduct, situation, or circumstances, determined by the TOP, in its sole and absolute discretion, to constitute Conflict of Interest, Conflict of Duties, Unfair Advantage, Prohibited Conduct, or Harassment.

3.4.6 Supplier Suspension

The TOP may suspend a supplier from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including but not limited to the following:

- (a) failing to disclose a Conflict of Interest or Conflict of Duties;
- (b) failing to disclose an Unfair Advantage;
- (c) engaging in Prohibited Conduct;
- (d) engaging in Harassment;
- (e) refusing to honour its contractual commitments as a supplier;
- (f) engaging in frivolous or vexatious claims in connection with the TOP's procurement processes or contracts; or
- (g) engaging in conduct obstructive to executing a fair, competitive and transparent procurement process.

In advance of a decision to suspend a supplier, the TOP will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within a timeframe stated in the notice. Any response received from the supplier within that timeframe will be considered by the TOP in making its final decision.

3.5 Confidential Information

3.5.1 Confidential Information of the TOP

All information provided by or obtained from the TOP in any form in connection with this RFQ either before or after the issuance of this RFQ

- (a) is the sole property of the TOP and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the TOP; and
- (d) must be returned by the Respondent to the TOP immediately upon the request of the TOP.

3.5.2 Confidential Information of Respondent

This procurement process is subject to the Access to Information and Protection of Privacy Act, 2015 (ATIPPA, 2015). A Respondent must identify any information in its Quotation or any accompanying documentation supplied in confidence for which confidentiality is requested to be maintained by the TOP.

The confidentiality of such information will be maintained by the TOP, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their Quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by the TOP to advise or assist with the RFQ process, including the evaluation of Quotations.

The Respondent agrees that any specific information in its submission that may qualify for an exemption from disclosure under subsection 39(1) of the ATIPPA, 2015 has been identified in its submission. If no specific information has been identified it is assumed that, in the opinion of the Respondent, there is no specific information that qualifies for an exemption under the subsection 39(1) of the ATIPPA, 2015. Contracting with the TOP is a public process. Information provided through this process will be disclosed when requested under the ATIPPA, 2015, except where disclosure of that information is harmful to the business' interests, as set out in the three-part test in the ATIPPA, 2015. Information, including the financial value of a contract resulting from this procurement process, will be publicly released as part of the award notification process, in accordance with section 30 of the Public Procurement Regulations.

If a Respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact. Further information relating to subsection 39(1) of the ATIPPA, 2015 is provided in guidance documents available through the Office of the Information and Privacy Commissioner at <https://oipc.nl.ca/guidance/documents>.

3.6 Procurement Process Non-binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations.

For greater certainty and without limitation:

- (a) this RFQ will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the Respondent nor the TOP will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a Quotation submitted in response to this RFQ.

3.6.2 No Contract until Execution of Written Agreement

This RFQ process is intended to solicit non-binding Quotations for consideration by the TOP and may result in an invitation by the TOP to a Respondent to enter into the Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between the Respondent and the TOP by this RFQ process until the execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in Quotations will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the Quotations and the ranking of the Respondents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the TOP to enter into an agreement for the Deliverables.

3.6.4 Cancellation

The TOP may cancel or amend the RFQ process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFQ Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the TOP of Newfoundland and Labrador and the federal laws of Canada applicable therein.
- (d) the "Atlantic TOPs Standard Terms and Conditions" apply to this RFQ and may be obtained from the Public Procurement Agency, or by way of the internet at: www.gov.nl.ca/ppa.

3.8 Electronic Signature

The Public Procurement Agency, in consideration of section 11 of the *Electronic Commerce Act*, confirms its acceptance of electronic signatures, or other acceptable form of electronic consent, in satisfaction of the signature requirement for Quotations. The electronic form of signature or consent must be directly related to the relevant response at issue and must be reliable, in a manner as determined by the Public Procurement Agency, for the purpose of identifying the person submitting the Quotation.

[END OF PART 3]

APPENDIX A – FORM OF AGREEMENT FORMAT

A purchase order will be issued to the Contracted Supplier, representing the contract for Deliverables. This RFQ and provisions therein as well as the Contracted Supplier's response will be incorporated by reference into this Agreement.

[END OF APPENDIX A]

APPENDIX B – SUBMISSION FORM FORMAT

1. Proponent / Respondent Legal Name

Complete the table below by entering the required information for the Proponent / Respondent.	
Full Legal Name of Proponent / Respondent:	

Please note that only the full legal organizational name of the Proponent / Respondent as presented above can be used for any subsequent contracting purposes.

2. Proponent / Respondent Address

Street Address Line 1:	
Street Address Line 2:	
City:	
TOP/State:	
Postal/Zip Code:	
Phone Number:	
Company Website:	

3. Proponent / Respondent Remittance Address

Street Address Line 1:	
Street Address Line 2:	
City:	
TOP/State:	
Postal/Zip Code:	

4. Primary Contact Information

Identify a Primary Contact to represent the Proponent / Respondent during the RFX process and for any necessary clarifications or communications.	
Primary Contact Name:	
Primary Contact Title:	
Primary Contact Phone:	
Primary Contact Email:	

5. Acknowledgment of Non-binding Procurement Process

The Proponent/Respondent acknowledges that this RFX process will be governed by the terms and conditions of the solicitation document, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the TOP and the Proponent/Respondent unless and until the TOP and the Proponent/Respondent execute a written agreement for the Deliverables.

6. Ability to Provide Deliverables

The Proponent/Respondent acknowledges that it has carefully examined all solicitation documents and has a clear and comprehensive knowledge of the Deliverables required. The Proponent/ Respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFX for the rates set out in its submission.

7. Non-binding Pricing

The Proponent/Respondent acknowledges that it has submitted its pricing in accordance with the instructions in the RFX. The Proponent/Respondent confirms that the pricing information submitted is accurate. The Proponent/Respondent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its Proposal/Response or its eligibility for future work.

8. No Prohibited Conduct

The Proponent/Respondent declares that it has not engaged in any conduct prohibited by Part 3 of this RFX.

9. Provincial Supplier Declaration

A “provincial supplier” is defined in the Procurement Regulations as a supplier of goods, services or public works that has a place of business in the TOP of Newfoundland and Labrador. A “place of business” is defined in the Procurement Regulations as an establishment where a supplier regularly conducts its activities on a permanent basis.

The Proponent / Respondent declares that it does not meet the definition of “provincial supplier”

The Proponent / Respondent declares that it meets the definition of “provincial supplier”

10. Role Conflict and Unfair Advantage

The Proponent/Respondent acknowledges its responsibilities under Part 3.4 of the RFX to disclose any role conflict or unfair advantage.

There are no perceived, potential or actual role conflicts or unfair advantage

There are, or may be, perceived, potential or actual role conflicts or unfair advantage

If the Proponent/Respondent selects YES, it must set out below the details of the perceived, potential or actual role conflicts or unfair advantage.

11. Disclosure of Information

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

12. Mandatory Forms and Materials

The Proponent/Respondent encloses as part of the Proposal/Response the mandatory forms and documents out in Appendix C – RFX Particulars (Section C. Mandatory Submission Requirements).

13. Signatures

Witness Signature

Proponent/Respondent Representative
Signature

Witness Name

Proponent/Respondent Representative Name

Proponent/Respondent Representative Title

Date

I have the authority to represent the
Proponent/Respondent

[END OF APPENDIX B]

APPENDIX C – RFQ PARTICULARS

Section A. The Deliverables

CA.1 Background

CA.2 Scope

CA.2.1 Statement of Deliverables

The TOP is requesting quotations for the supply and installation of 3 head (18000btu) – 1 unit with cover ductless mini-split HVAC systems, for Unity Parc – Port of Argentinia Wellness Centre

CA.2.2 Business Objectives

This procurement will enable the Client Department to update heating system for the municipal building.

[End of Section A]

APPENDIX C – RFQ PARTICULARS

Section B. Material Disclosures

- CB.1 The TOP shall issue contracts and purchase orders reflecting the legal name of the Contracted Supplier as submitted on the Fillable Submission Form, represented in Appendix B. Any discrepancies in name between the Fillable Submission Form and Respondents' bidding system account profile is subject to rectification.
- CB.2 As a precondition of award, the TOP may require a Selected Respondent to provide documentation that evidences, to the satisfaction of the TOP, any part of its Quotation, including, but not limited to, any mandatory technical requirement.
- CB.3 The successful respondent will inform their employees that a security clearance may be required. If requested, the Successful Respondent will submit the list of employees to the Director of Procurement and Business Services who will have the security check undertaken.
- CB.4 For photos of general site conditions a site meeting will be held Monday June 1, 2026 @ the Argentia Wellness Centre in Placentia at 80 Blockhouse Road.
- CB.5 T-bar grid ceiling throughout all spaces, ceiling cavities and open web floor joists provide ample access to route refrigerant piping with little to no restrictions.

[End of Section B]

APPENDIX C – RFQ PARTICULARS

Section C. Mandatory Submission Requirements

Each Quotation must include the following forms, completed according to the instructions presented in the RFQ and the bidding system. Fillable forms will be made available through the bidding system for the convenience of prospective respondents.

- CC.1 Fillable Submission Form (per Appendix B)
- CC.2 Fillable MTR Form (per Appendix C - Section D)
- CC.3 Fillable Pricing Form (per Appendix D)

[End of Section C]

APPENDIX C – RFQ PARTICULARS

Section D. Mandatory Technical Requirements

This section presents the mandatory technical requirements. A fillable form reflecting the requirements of this section will be posted with the RFQ for the convenience of Respondents. Using the Fillable MTR Form (general), Respondents must confirm the ability to satisfy all presented requirements and, if successful, demonstrate compliance with these requirements during the term of the Agreement.

Respondents that fail to confirm the ability to satisfy all of the presented requirements will be deemed non-compliant, subject to applicable rectification provisions. Subsequent to award, if a Contracted Supplier fails to adhere to these requirements during the term of the Agreement, its performance will be deemed non-compliant.

Further to Part 3.2.1, it is the responsibility of prospective respondents to review these requirements carefully and seek clarification on any matter it considers to be unclear or is otherwise concerning. Respondents' questions and concerns must be submitted via the question and answer functionality of the bidding system in advance of the Deadline for Questions specified in Part 1.4. The TOP shall not be responsible for any misunderstanding on the part of a Respondent concerning this RFQ, its processes or requirements.

Town Of Placentia - Argentia Wellness Centre Ductless Mini-Split System

Mandatory Technical Requirements		Agree	
Product Requirements		Yes	No
1	Heat pump, HP #1: 54,000 BTU ductless Multi-zone system with three (3) 18,000 BTU indoor fan units 3-18,000BTU indoor fan unit	<input type="checkbox"/>	<input type="checkbox"/>
2	Indoor fan unit condensate tubing for Heat Pump : Exterior wall mounted fan units, route thru exterior wall. Conceal similar to existing.	<input type="checkbox"/>	<input type="checkbox"/>
3	Each system must include new refrigerant piping and environmentally friendly refrigerant.	<input type="checkbox"/>	<input type="checkbox"/>
4	Proposed heat pump equipment must have a local Manufacturer's Authorized Representative office within the Province of Newfoundland and Labrador.	<input type="checkbox"/>	<input type="checkbox"/>
5	All exterior refrigerant piping shall be covered with minimum 1/2-inch flexible elastomeric closed cell piping insulation and fully covered with new exterior grade PVC protective covering and fittings (similar to existing protective covering) and secured to exterior wall.	<input type="checkbox"/>	<input type="checkbox"/>
6	All exterior piping penetrations to be caulked with a silicone caulking to prevent water intrusion. If new piping penetrations are deemed necessary, any un-used holes from existing removed units to be sealed appropriately to prevent water intrusion.	<input type="checkbox"/>	<input type="checkbox"/>
7	All new exposed (not above ceiling) interior refrigeration piping to be covered with minimum ½ inch flexible elastomeric closed cell piping insulation and PVC protective covering and fittings (similar to existing protective covering). All new above ceiling refrigerant piping to be covered with ½ inch insulation and flexible protective covering similar to existing piping. New refrigerant piping to be routed in straight lines and smooth radius bends.	<input type="checkbox"/>	<input type="checkbox"/>
8	All interior piping penetrations through walls and ceiling to have fire rated caulking with fire rating to match wall and ceiling rating. Contractor can utilize existing holes where existing to be removed refrigerant piping has been routed.	<input type="checkbox"/>	<input type="checkbox"/>
9	Units must be mounted following all manufacturer specifications for the unit.	<input type="checkbox"/>	<input type="checkbox"/>

10	Disconnection of existing electrical from existing to be removed equipment and reconnection of existing electrical to the new equipment is the responsibility of the Contractor. Any extensions to electrical feeder to be responsibility of Contractor.	<input type="checkbox"/>	<input type="checkbox"/>
11	Disconnection of existing electrical from existing to be removed equipment and reconnection of existing electrical to the new equipment is the responsibility of the Contractor. Any extensions to electrical feeder to be responsibility of Contractor.	<input type="checkbox"/>	<input type="checkbox"/>
12	The contractor shall use lock out/tag out protocol when working on anyelectrical systems. Electrical to be de-energized and made safe.	<input type="checkbox"/>	<input type="checkbox"/>
13	Minimum ten {10} year compressor warranty.	<input type="checkbox"/>	<input type="checkbox"/>
14	Mini-split unitsmust have aminimum of one {1} year full parts and labour warranty.	<input type="checkbox"/>	<input type="checkbox"/>
15	If any damage to property surrounding the area of work occurs, the Contractor must reinstate to original conditions prior to completion of the project.	<input type="checkbox"/>	<input type="checkbox"/>
Product Specifications • Outdoor Unit General Construction Features			
16	Quiet operation	<input type="checkbox"/>	<input type="checkbox"/>
17	Energy Star certified	<input type="checkbox"/>	<input type="checkbox"/>
18	Minimum Seer2 and HSPS2 rated	<input type="checkbox"/>	<input type="checkbox"/>
19	Approximate heating operatingrange{<= -15 deg Coutside air temp)	<input type="checkbox"/>	<input type="checkbox"/>
20	Approximate cooling operatingrange{>= 40deg Coutside air temp)	<input type="checkbox"/>	<input type="checkbox"/>
21	Refrigerant type: environmentally friendly only	<input type="checkbox"/>	<input type="checkbox"/>
22	Factory assembled, single piece, air cooled	<input type="checkbox"/>	<input type="checkbox"/>

23	Standard gauge corrosion resistant pre-painted galvanized steel panels	<input type="checkbox"/>	<input type="checkbox"/>
24	Minimum 500-hour salt spray test	<input type="checkbox"/>	<input type="checkbox"/>
25	Electrical lines to be routed through factory provided knockouts	<input type="checkbox"/>	<input type="checkbox"/>
26	Units are to be used in arefrigeration circuit matched to interior fan coil unit(s)	<input type="checkbox"/>	<input type="checkbox"/>
27	Copper tube and mechanical bonded aluminum fins construction	<input type="checkbox"/>	<input type="checkbox"/>
28	Contained within the enclosure are the factory wiring, piping, controls, and the compressor	<input type="checkbox"/>	<input type="checkbox"/>
29	Fan motors must be direct drive, totally-enclosed, permanently lubricated ball bearings. The motor is protected by internal thermal overload protection. Fan blades are statically and dynamically balanced complete with safety guards	<input type="checkbox"/>	<input type="checkbox"/>
30	Access panels are removable and provide full access to the compressor, fan, and the control components	<input type="checkbox"/>	<input type="checkbox"/>
31	Compressor is the fully hermetic variable speed rotary	<input type="checkbox"/>	<input type="checkbox"/>
32	Refrigerant circuit components include brass external liquid line service valve with a service gauge connection port, suction line service valve with a service eae connection	<input type="checkbox"/>	<input type="checkbox"/>
33	Electrical power is a single point connection	<input type="checkbox"/>	<input type="checkbox"/>
Product Specifications • Indoor Unit General Construction Features			
34	Quiet operation	<input type="checkbox"/>	<input type="checkbox"/>
35	Matched with outdoor unit. Single or multi-zone systems	<input type="checkbox"/>	<input type="checkbox"/>
36	Multiple positioned Louvered airflow	<input type="checkbox"/>	<input type="checkbox"/>

37	Filters and dehumidifies space	<input type="checkbox"/>	<input type="checkbox"/>
38	Has multiple operating modes, "Auto, Heat, Cool, Oehumification, etc"	<input type="checkbox"/>	<input type="checkbox"/>
39	Wirelessremote control and 24 volt terminals for optional thermostat	<input type="checkbox"/>	<input type="checkbox"/>
40	Cabinet electronic display shows: Operation mode, Temperature, Error Codes, etc.	<input type="checkbox"/>	<input type="checkbox"/>
41	Internal wiringrouted clear of contact with hot-gas refrigerant lines and sharp metal edges	<input type="checkbox"/>	<input type="checkbox"/>
42	Each new unit supplied to match existing to be remove unit specification, electrical feed and breaker sizing	<input type="checkbox"/>	<input type="checkbox"/>
Product Specifications • Shipped Loose & Accessory Items			
44	Disconnect switch: NEMA 4x Disconnects: Non-fusible in CSA enclosure type 1. Sized to matched power supplies and feeder. Provision for padlocking in on-off switch position by three locks. Quick make, quick brake action. ON-OFF switch position indicter on switch enclosure cover. {Installed by Contractor}	<input type="checkbox"/>	<input type="checkbox"/>
45	Include with proposal a list of the manufacturers' recommended spare parts	<input type="checkbox"/>	<input type="checkbox"/>
46	An electronic copy of the operation and maintenance manuals	<input type="checkbox"/>	<input type="checkbox"/>
47	One {1} set of spare filters for each indoor unit	<input type="checkbox"/>	<input type="checkbox"/>
Product Specifications • Industry Reference Standards			
49	Agency Listing: Intertek ETL	<input type="checkbox"/>	<input type="checkbox"/>
50	Agency Listing: Canadian Standards Association {CSA} C22.2, No. 60335-2-40	<input type="checkbox"/>	<input type="checkbox"/>
51	Safety Standard: Underwriters Laboratories {UL}	<input type="checkbox"/>	<input type="checkbox"/>

52	Safety Standard: Underwriters Laboratories of Canada (ULC)	<input type="checkbox"/>	<input type="checkbox"/>
53	Safety Standard: Canadian Electric Code (CEC)	<input type="checkbox"/>	<input type="checkbox"/>
54	Safety Standard: National Electric Code (NEC)	<input type="checkbox"/>	<input type="checkbox"/>
55	Air Conditioning and Refrigeration Institute (ARI): ARI 340/360 Commercial and Industrial Unitary Air-Conditioning and Heat Pump equipment	<input type="checkbox"/>	<input type="checkbox"/>
56	Air Conditioning and Refrigeration Institute (ARI): ARI 370 Sound Rating of Large Outdoor Refrigerating and Air-conditioning Equipment	<input type="checkbox"/>	<input type="checkbox"/>
57	Air Conditioning and Refrigeration Institute (ARI): ARI 210/240 Performance Rating of Unitary Air Conditioning and Air-source Heat Pump Equipment	<input type="checkbox"/>	<input type="checkbox"/>
58	Air Conditioning and Refrigeration Institute (ARI): unit construction complies with ANSI/ ASHRAE15, latest revision,	<input type="checkbox"/>	<input type="checkbox"/>
59	American Society for Testing and Materials (ASTM): ASTM B117 - standard practice for operating salt spray	<input type="checkbox"/>	<input type="checkbox"/>
60	American Society for Testing and Materials (ASTM): ASTM 1153 - standard method for methyl isobutyl ketone	<input type="checkbox"/>	<input type="checkbox"/>
61	ISO 9001, Quality Management Systems	<input type="checkbox"/>	<input type="checkbox"/>
Product Specifications • Mechanical Identification			
63	Metal or plastic nameplate mechanically fastened to each piece of equipment	<input type="checkbox"/>	<input type="checkbox"/>
64	Lettering and numbers to be raised or recessed	<input type="checkbox"/>	<input type="checkbox"/>
65	Equipment: manufacturer's name, model, size, serial number, capacity, etc.	<input type="checkbox"/>	<input type="checkbox"/>
66	Motor: voltage, Hz, phase, power factor, frame size, etc.	<input type="checkbox"/>	<input type="checkbox"/>
Product Specifications • Equipment Submittals			

68	Operation & maintenance manual, listing installation instructions, manufacturers recommended spare parts, address of suppliers and list of specialized tools for adjusting, repairing or replacing	<input type="checkbox"/>	<input type="checkbox"/>
69	Shop drawings showing construction details, recommended method of installation with proposed support, sizes and locations of mounting bolt holes and point loads, detailed wiring diagrams, estimate of sound levels to be expected (dB's), type of refrigerant used and plan views, front view, end view, back view with dimensions	<input type="checkbox"/>	<input type="checkbox"/>
70	The successful contractor to promptly provide electronic copy shop drawings and product data to Town of Placentia representative for review so as not to cause delays in equipment deliveries	<input type="checkbox"/>	<input type="checkbox"/>
71	Do not proceed with equipment order until relevant submissions until receipt of written approval by an TOP representative	<input type="checkbox"/>	<input type="checkbox"/>
72	Contractor to verify any field measurements. Errors and/or omissions not relieved by TOP's review	<input type="checkbox"/>	<input type="checkbox"/>
73	Contractor to notify TOP's representative immediately if value of work is to change prior to proceeding with order	<input type="checkbox"/>	<input type="checkbox"/>
73	Shop drawings to include: name and address of contractor, equipment supplier and manufacturer	<input type="checkbox"/>	<input type="checkbox"/>
73	Reference NLGov Master Spec section 0133 00- Submittal Procedures	<input type="checkbox"/>	<input type="checkbox"/>
73	Reference NLGov Master Spec section 23 05 00- Common Work Results for HVAC	<input type="checkbox"/>	<input type="checkbox"/>
General Requirements			
73	A site visit is strongly encouraged. Requests for a site visit must be submitted through the bidding system and shall be accepted up to the deadline for questions specified in part 1.4 of the RFQ document.	<input type="checkbox"/>	<input type="checkbox"/>
73	Contractor shall verify all electrical, equipment sizing and site conditions prior to commencing work.	<input type="checkbox"/>	<input type="checkbox"/>
73	Contractor must have a minimum of ten (10) years experience in the supply and installation of mini-split equipment.	<input type="checkbox"/>	<input type="checkbox"/>

73	All equipment is to be installed, commissioned, operational and available for inspection by TOP's representative on or before July 20, 2026.	<input type="checkbox"/>	<input type="checkbox"/>
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[End of Section D]

[END OF APPENDIX C]

APPENDIX D – PRICING EVALUATION

D.1 Pricing Methodology

Quotations that clearly demonstrate all mandatory technical requirements (Appendix C – Section D) will be eligible for pricing evaluation as Qualified Quotations.

Pricing for Qualified Quotation will be evaluated based on the Total Quoted Price, as provided in the Fillable Pricing Form.

This request for quotation will be awarded to the qualified quotation representing the lowest Total Quoted Price.

D.2 Abnormally Low and Unbalanced Pricing

In the event that a Respondent's pricing appears to be abnormally low in relation to the Deliverables, the TOP may require the Respondent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the Respondent is unable to satisfactorily account for the abnormally low pricing, the TOP may reject the Quotation.

The TOP may also reject any Quotation that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are quoted for other elements of the Deliverables. Unbalanced pricing includes, but is not limited to, "front-loaded" pricing which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

D.3 Provincial Supplier Allowance

As required by the Public Procurement Regulations under the Newfoundland and Labrador *Public Procurement Act* (the "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 Procurement Regulations as a supplier of goods, services or public works that has a place of business in the TOP of Newfoundland and Labrador.

A “place of business” is defined in the Procurement Regulations as an establishment where a supplier regularly conducts its activities on a permanent basis. The TOP may require a Respondent to provide information and/or documentation to confirm whether that it is a “provincial supplier”, as defined above. In the event of a tie in ranking between a provincial and non-provincial supplier, the Selected Respondent shall be the provincial supplier. In the event of a tie between provincial suppliers, the Selected Respondent will be determined by way of a coin toss.

D.4 Fillable Pricing Form Instructions

The Fillable Pricing Form will be posted along with the RFQ in MS Excel (.xlsx) workbook format. Prospective respondent must complete the Fillable Pricing Form in accordance with the instructions below and those included in the Fillable Pricing Form itself. Fillable Pricing Forms that are deemed noncompliant will be subject to applicable rectification procedures.

The pricing submitted for the project must:

- (a) be presented in Canadian funds (\$CAD);
- (b) be inclusive of all applicable duties and taxes except for HST;
- (c) be a net price - inclusive of all discounts and rebates;
- (d) be all-inclusive of all pertinent costs (labour, material, travel, carriage, insurance, delivery and any other overhead), including any fees or other charges required by law;
- (e) adhere to the structure of, and any instructions presented in, the Fillable Pricing Form; and
- (f) must not include any conditions, options, variations, or contingencies other than those required to complete the Fillable Pricing Form.

D.5 Fillable Pricing Form Format

The Fillable Pricing Form is represented below.

[END OF APPENDIX D]

Fillable Price Form

Supply and Install ductless Mini Split system - Argentia Wellness Centre

All Inclusive Project Price

Service Visit

Total Quotes Price

Prices to Include HST

APPENDIX E – PRECONDITIONS OF AWARD

This section presents the preconditions of award. Selected Respondents are required to satisfy all preconditions of award before becoming eligible for finalizing an Agreement. A Notice of Selection, issued by the TOP to the Selected Respondent, will identify any processes by which these requirements can be satisfied.

E.1 GST/HST Registry

Selected Respondents must be registered with Canada Revenue Agency as having GST/HST number under the business name presented on the Fillable Submission Form.

More information on registering for a GST/HST number can be found here:

www.canada.ca/en/revenue-agency/services/tax/businesses/topics/registering-your-business/register.html

Prospective respondents can verify registration status here:

www.businessregistration-inscriptionentreprise.gc.ca/ebsci/brom/registry/pub/reg_01_Ld.action

E.2 Commercial Registration

Selected Respondents operating in the TOP of Newfoundland and Labrador as a corporation or limited partnership must be registered with Newfoundland and Labrador Registry of Companies and be in good standing.

More information on the Registry of Companies can be found here:

www.gov.nl.ca/dgsnl/registries/companies/corp-about

Prospective respondents can verify registration status and standing here:

<https://cado.eservices.gov.nl.ca/Company/CompanyNameNumberSearch.aspx>

E.3 Manufacturers Authorized Representative

The selected respondent must provide the name, address and contact information for the manufacturers authorized representative for the proposed equipment.

E.4 Workplace NL

The selected respondent must provide a letter of good standing with Workplace NL

E.5 Insurance Requirements

The Respondent must protect themselves and indemnify and save the TOP harmless from any and all claims, losses, costs, damages, suits, proceedings, or actions arising out of or in executing the work, including their omissions, improper acts or delays. Without restricting the generality of the foregoing, the Respondent will maintain insurance during the period of the Contract or any extensions to the following limits:

- a. Comprehensive Minimum General Liability - \$5,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof, with a Property Damage deductible of \$2,500.00.
- b. Standard Automobile Policy Liability - \$1,000,000.00 inclusive per occurrence for bodily injury, death and damage to property, in the following forms endorsed to provide the TOP not less than thirty (30) days written notice in advance of any cancellation, change or amendment restricting coverage. Standard Non-Owned Automobile Policy including Standard Contractual Liability Endorsement. Standard Owner's Form Automobile Policy providing Third party Liability and Accident benefits insurance and covering licensed vehicles owned or operated by or on behalf of the Respondent.

Prior to commencement of any work, the Respondent will have their insurance company complete a Certificate of Insurance giving the following details of the Comprehensive or General Liability Policy:

- a. Insurance Company's name and policy number.
- b. Operations covered, particularly specifying the subject contract.
- c. The specified minimum limit for all claims for bodily injury of property damage arising from one accident.
- d. The Policy to include Respondent's Protective, Contractual Liability, Completed Operations and Non-Owned Automobile Liability.
- e. The TOP added as an additional Named Insured (per the format below) and the Cross-Liability Clause included.

The Policy cannot be lapsed, cancelled or in any way endorsed so as to affect the coverage provided for the Contract without giving 30 days' notice in writing to the TOP

The selected respondent must provide evidence of the insurance requirements listed above prior to the commencement of any work.

E.6 Performance Security

The party whose RFQ is accepted will be required to execute the contract furnished by the agency, and prior to said execution, to deposit with the Public Procurement Agency as security for the fulfillment of the contract a certified cheque, bank draft or money order made payable to the Town of Placentia for \$5000 of the amount of accepted RFQ. In lieu of a certified cheque, the preferred supplier may provide a performance bond acceptable to the agency in the amount of 20% of the RFQ price. The deposits will be released upon fulfillment of the contract. No Performance Security is required where the amount calculated is \$2,000 or less.

E.7 Proof of Warranty

The selected respondent must provide us with proof of warranty stating that there is a minimum one (1) year warranty on parts and labour and a minimum ten (10) year compressor warranty.

[END OF APPENDIX E]