

REQUEST FOR TENDERS

Nunatsiavut Government's (NG) 2023 Residential Heat Pump Program

Heat Pump Installer

TENDERS MUST BE RECEIVED BY EMAIL **BEFORE 4:00 P.M. (ATLANTIC TIME) ON JUNE 13, 2023 ("THE CLOSING DATE")** TO THE FOLLOWING:

Jamie Hewlett, Regional Energy Coordinator Email: Jamie.hewlett@nunatsiavut.com Telephone: 709-699-0041 Fax: 709-947-3543

Mail: Nunatsiavut Government, P.O. Box 70, Nain, NL, A0P 1L0

THIS TENDER IS SUBMITTED BY:		
NAME OF BIDDER:		
ADDRESS:		
PHONE:	EMAIL:	
SIGNATURE:	_	
DATE:	_	
NAME OF AUTHORIZED REPRESENTATIVE (PLEASE PRINT):		

Checklist for Bidders:

- 1. Read all the terms and conditions.
- 2. This Request for Tenders contains the following Schedules:
 - Schedule A- Services
 - Schedule B- Evaluation Criteria for Tenders
 - Schedule C- Fees and Expenses
 - Schedule D- Insurance
 - Schedule E- Inuit Content Factor Calculation
- 3. Complete the following pages that make up your tender (the "Tender"):
 - A signed front cover page of this Request for Tenders;
 - A signed acknowledgement of review of Schedules A, B and D; and
 - A completed Schedule C.
 - A completed Schedule E.

Instructions for Bidders:

- 1. Submit the Tender on or before the Closing Date and time set out on the front cover page of this Request for Tender.
- 2. Send the Tender by **email** to Jamie Hewlett as provided above.
- 3. Tenders submitted after the Closing Date will not be considered or evaluated.
- 4. Bidders must submit a Tender that complies with the instructions provided in the "Checklist for Bidders" found above. Failure to do so may result in a Tender being rejected.
- 5. Tenders will remain valid for 30 days from the Closing Date of this Request for Tenders, despite anything to the contrary on a Tender bid.
- 6. Tenders must be submitted in writing in English or Inuktitut.
- 7. By submitting a Tender, the bidder is deemed to have agreed to the Terms and Conditions of this Request for Tenders, and if selected as the successful bidder, agrees to supply the services listed at the prices tendered in the submitted Tender and on the terms and conditions of a formal written contract that will be prepared between the parties.
- 8. Once an award is made, the successful bidder will be held to its Tender as of the Closing Date even if the bidder later alleges a mistake was made in the Tender.
- 9. If a bidder discovers that it has made an error in its Tender, the bidder may (1) forward a correction notice to the NG at the location identified on the front cover page of this Request for Tenders or (2) withdraw its Tender, but the correction or withdrawal must be received before the Closing Date and time.
- 10. Before an award is made, if it appears that an error has been made in a Tender, the NG may, in its sole discretion, communicate with the bidder to ascertain if the bidder wishes to honour the Tender or withdraw the Tender. If the bidder withdraws its Tender, the Tender will not be considered further.

- 11. All inquiries related to this Request for Tenders are to be directed to the NG no later than May 30, 2023, to the contact person noted on the front cover page of this Request for Tenders. Information obtained from any other source is not official and may be inaccurate.
- 12. If deemed necessary by the NG, responses to any questions and/or any additional information will be issued by the NG in the form of an addendum, which shall form part of this Request for Tenders. Any addenda issued to this Request for Tenders will be posted on the NG website at www.nunatsiavut.com. It is the responsibility of the bidders to ensure that it has received any addenda issued prior to the Closing Date. Upon submitting a Tender, a bidder will be deemed to have received notice of all addenda that have been issued.
- 13. Tenders will be opened at the NG office in Nain.

Request for Tender Terms and Conditions:

- 1. The NG reserves the right to award this order in part or in full, on the basis of Tenders received unless a bidder specifies that its Tender is valid only for the complete order.
- 2. The NG reserves the right to accept or reject any or all Tenders received in response to this Request for Tenders. The NG reserves the right to conduct personal interviews with selected bidders and contact the references provided.
- 3. The NG may not accept the lowest or any Tender.
- 4. The NG will evaluate Tender's on the principle of value for money, which includes an evaluation of Inuit content and application of the Inuit content factor.
- 5. Bidders must comply with all applicable laws.
- 6. In submitting a Tender, bidders represent and warrant to the NG that they are licensed and qualified to undertake construction work in the Province of Newfoundland and Labrador and are able to complete the services required in a professional manner.
- 7. The laws of the Province of Newfoundland and Labrador and Nunatsiavut govern this Request for Tenders and any subsequent contract that may arise as a result of this Request for Tenders.
- 8. Bidders are solely responsible for their own expenses, if any, in preparing and submitting a Tender and, if successful, in finalizing a contract. In submitting a Tender, bidders agree that they have no claim of any sort for any expense occurred in preparing a Tender in the event the Nunatsiavut Government does not accept the Tender or does not accept any Tender.
- 9. The NG will not be liable to any bidders for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the bidders in preparing and submitting a Tender, or participating in negotiations for a contract, or other activity related to or arising out of this Request for Tenders. Except as expressly and specifically permitted in this Request for Tenders, no bidders shall have any claim for any compensation of any kind whatsoever as a result of participating in this Request for Tenders and by submitting a Tender each bidder shall be deemed to have agreed that it has no claim.
- 10. The NG may, after reviewing the Tenders received, enter into discussions with one or more of the bidders, without such discussion in any way creating a binding contract between the NG and any bidder. There will be no binding agreement between any bidder and the NG until a formal contract with negotiated terms has been signed by both the NG and a bidder.
- 11. Prior to the Closing Date, bidders shall not establish contact with employees or agents of the NG (including the Nunatsiavut Assembly) regarding this Request for Tenders, other than the representative(s) identified, without that representative's permission. Failure to abide by this requirement could be grounds for rejection of the bidder's Tender.

- 12. Any information acquired about the NG by a bidder during this process must not be disclosed unless authorized by the NG, and this obligation survives the termination of the Request for Tenders process.
- 13. By submitting a Tender, the bidder declares that it has no pecuniary interest in the business of any third party that would cause a conflict of interest or be seen to cause a conflict of interest in carrying out the services.
- 14. NG reserves the right to modify the terms of this Request for Tenders at any time in its sole discretion. This includes the right to cancel this Request for Tenders at any time prior to entering into a contract with the successful bidder.
- 15. All documents submitted to the NG will become the property of the NG. They will be received and held in confidence by the NG.
- 16. While Request for Tender is open, the names of individuals or companies who have picked up the Tender will not be released. At the Tender opening, only the names of the bidders will be released. After the Tender opening, no further information will be released until after the contract is awarded. After contract is awarded, all bidders will be advised of the NG's final decision regarding its Tender. On request, the NG will provide an unsuccessful bidder with the reasons that its Tender was not successful. No other information will be released.

Tender Content

To allow the NG the ability to conduct a thorough and timely evaluation Tenders should be presented in a clear and concise manner. It is requested that the following format and sequence be followed to ensure each Tender receives full consideration:

Table of Contents

Tenders should include a table of contents properly indicating the section and page numbers of the information included.

Executive Summary

Tenders shall include an abstract of no more than one (1) page on the information presented in the Tenders and the bidder's unique qualifications and services.

Background Information

Provide general information on the bidder, including a brief history of the firm and the number of years in business. The Tender should include resumes, relevant project experience, availability, current workload and office location of all key personnel.

Project Experience

Project experience should include a comprehensive list of relevant Project of key personnel, including links to any publicly available examples where possible.

Organizational Chart

The chart should indicate the names of the individuals to be involved in the major tasks of the project and the lines of responsibility. The organizational chart should also include the specific responsibilities of the key personnel and their role on the project team.

References

The bidder should include references related to relevant work experience.

Fees and Expenses

The bidder shall describe how professional fees will be calculated, based on level of effort, for each of the tasks as seen in Schedule C. This summary should include any services not itemized, but deemed necessary by the bidder.

All prices quoted in the Tenders are to be in Canadian funds and are to show applicable taxes.

Other Benefits

The bidder should describe any other services or benefits the NG may realize through these services.

Mandatory Tender Content:

Bidders must be capable of providing accredited professional services and have experience in ductless mini split heat pump installations. Team members involved in the installation must include at minimum a Journeyperson refrigeration and air Conditioning mechanic and a registered electrician working under permit. Team members must state in their Tender their professional qualifications and certifications including authorizations to undertake their disciplines in the Province of Newfoundland and Labrador.

Schedule A – Services

PART 1 TERM:

Subject to a formalized contract between the parties, the term for the provision of the work shall commence on June 19, 2023 and must be completed no later than November 30, 2023.

PART 2 PROJECT OVERVIEW:

The Nunatsiavut Energy Security Plan, adopted in 2016, revealed that heat security (defined as access to clean, affordable, and reliable heat) was amongst the greatest energy-related challenges in Nunatsiavut communities. The assessment demonstrated that more than half of the dwellings in Nain and Hopedale are inadequately heated (57 per cent in Nain and 63 per cent in Hopedale), with the average for all Nunatsiavut communities being 43 per cent.

As a result, the NG and their energy advisor ClearResult has developed and began implementing a cold climate air source ductless mini-split heat pump installation program to improve home heating for Labrador Inuit residents with existing electric heat in the five Inuit communities in Nunatsiavut (the "Program"). Cold climate heat pumps can reduce electricity consumption from heating by up to 40% when compared to traditional electric heating technologies like electric baseboard heaters.

PART 3 SERVICES:

The Nunatsiavut Government is seeking a heat pump installer (the "Contractor") to complete approximately 50 residential installations in the communities of Nain, Hopedale, Makkovik, Rigolet and Postville. The total amount of installations shall be determined prior to the finalization of a formal agreement between the NG and the successful bidder. All work is to be completed by a certified Journeyperson Refrigeration and Air Conditioning Mechanic in good standing, done in a skillful and thorough manner in accordance with the manufacturer's instructions and National Building Code of Canada. All electrical work must be completed by a registered electrical contractor working under permit. Attention paid to arrangement of the installation and provision for maintenance. This includes maintaining the integrity of the building envelope and means of egress from the home.

The estimated breakdown per community is as follows:

Nain: 15 installs Hopedale: 10 installs Makkovik: 10 installs Rigolet: 10 installs Postville: 5 installs

Criteria for Ductless Mini Split Heat Pump:

- minimum total rated heating capacity at 8.3°C of 3.52kW (12,000 Btu/h)
- HSPF (AHRI Climate Region Zone IV) ≥ 10
- compressor must be of variable capacity with three or more distinct operating speeds, or continuously variable speed
- COP \geq 1.8 at -15°C (5°F) (at maximum capacity operation)
- Capacity maintenance (Max -15°C (5°F)/Rated 8.3°C (47°F)) \geq 70%
- The heat pump must be on NRCan's/Greener Home's list of eligible products, specifically for Cold Climate units found here: <a href="https://oee.nrcan.gc.ca/pml-lmp/index.cfm?language_language_en&action=app.search-recherche&appliance=ASHP1_GH&_gl=1*19799lj*_ga*MTQ3Mjl5NzcyMC4xNjc2MzlxOTIz*_ga_C2N57Y7DX5*MTY4MzUIMzYzMy4_0My4xLjE2ODM1NTM5ODIuMC4wLjA.



Services Required:

- Conduct on site assessments of approximately 50 homes within Nunatsiavut to develop individual scopes of work for the installation of Ductless Mini Split Installations.
 - o For the purposes of this quote please use 15,000 BTU sized unit when calculating costs.
 - o Limit of one single zone cold climate ductless mini split heat pump installation per home
 - o Exterior Units to include Metal Wall Mount Brackets or Metal Stand w/ appropriate pad. It's preferred that all systems are mounted to exterior wall whenever possible
- Consult with NG and ClearResult for approval of the assessed scopes of work.
- Order and arrange shipping and transportation of all necessary equipment, including of the ductless mini split heat pump units, to complete the agreed upon scopes of work.
 - o Provide information regarding current procurement set up and process:
 - Lead time required to submit product order. (Length of time to receive product in hand from date of order)
 - Number of years dealing with the supplier/manufacturer
 - Number of units ordered per year on average
 - In the event of a supply chain delay, please indicate a back up plan (Ex. Alternate supplier)
- Arrange for delivery of equipment to the 5 communities as required.
- Install heat pump and associated parts as per agreed upon scopes of work.
- Ensure the equipment is in safe working order and functioning properly.
- Instruct the user on the safe and correct operation of the appliance.

- The manufacturers instructions supplied with the appliance shall be given to the homeowner.
- Provide information on Warranty for Parts.
- Provide information on Warranty for Labour.
- Provide an Extended Service Option #1: Applies to all units (interior & exterior). One return service & maintenance/repair trip (1 trip, 1 year after installation)

Other items:

- 1. Additional information provided upon request.
- 2. Contractor to bring/arrange all necessary tools and equipment to complete the work in each community. Bulkier items such as ladders that cannot be easily transported by plane can be arranged with the assistance of NG in each community, if needed.
- 3. NG can assist with arranging storage for parts and equipment in each community as required.
- 4. Contractor to arrange own transportation within each community.
- 5. NG to work with Contractor to build installation schedule and arrange travel to each community.

Acknowledgement		
In submitting this Tender I,	(please print) acknowledge review of this Schedule A – Services	
Signature		

Schedule B- Evaluation Criteria for Tenders

The NG will evaluate each Tender received in response to this Request for Tenders using the following criteria, which is not intended to be exhaustive and is not ranked in order of preference or priority:

- a) completeness, thoroughness and relevance of the Tender submitted in response to this Request for Tenders;
- b) relevant experience of the firm;
- c) relevant experience and knowledge of key personnel;
- d) references, including the contact information of former clients;
- e) schedule of rates and fees;
- f) Inuit Content as outlined in the Nunatsiavut Government's Procurement Act; and
- g) other criteria as may be applicable.

The NG reserves the right to discuss any and/or all Tenders, and to request additional information from the bidder(s).

It is the responsibility of all bidders to provide information as to whether the bidder has Labrador Inuit Content as defined in Nunatsiavut's *Procurement Act*. The *Procurement Act* will be used to determine the Inuit Content Factor of the submissions and the weighting of the points assigned in this category.

Acknowledgement			
In submitting this Tender I,Criteria for Request for Tenders.	(please print) acknowledge review of this Schedule B- Evaluation		
Signature			

Schedule C – Fees and Expenses

Complete and submit this Schedule C, clearly identifying the price(s) proposed for the Services in Schedule A.

1. Cost per on site assessment:	
- Develop scope of work per home	
2. Cost per complete installation:	
- Labour and materials	
- Labour and materials	
3. cost for optional extended service option:	
4. Additional Costs (please specify):	
Ex: Contingency for any changes, possible materials needed when modifying the building envelope, Provisions for down	
days	
days	
Total price of Bid:	

Schedule D - Insurance

- 1. The successful bidder must, without limiting the bidder's obligations or liabilities and at the bidder's own expense, purchase and maintain throughout the term of the contract the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Nunatsiavut Government:
 - (a) Commercial General Liability in an amount not less than \$500,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the NG as an additional insured,
 - (ii) be endorsed to provide the NG with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.
- 2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Nunatsiavut Government.
- 3. (a) The successful bidder must provide the Nunatsiavut Government with evidence of all required insurance within 10 Business Days of the commencement of the Services;
 - (b) if any required insurance policy expires before the end of the Term, the bidder must provide to the Nunatsiavut Government within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance.; and
 - (c) despite paragraph (a) or (b) above, if requested by the NG at any time, the bidder must provide to the Nunatsiavut Government certified copies of the required insurance policies.
- 4. The successful bidder must obtain, maintain and pay for any additional insurance which the bidder is required by law to carry, or which the bidder considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the bidder's sole discretion. The successful bidder must also provide proof of coverage for its full liability under the worker's compensation laws of the Province of Newfoundland and Labrador.

Acknowledgement				
In submitting this Tender I,	(please print) acknowledge review of this Schedule D – Insurance			
G.				
Signature				

Schedule E - Inuit Content Factor Calculation

Excerpted from the *Procurement Act*, CIL P-1 31-12-2012: Determination of Inuit Content Factor 17

Scoresheet

Using the scoring formula under the Procurement Act, provide the following information (use additional pages if more space is required.)

Question Answer Score	Answer	Score
(a) What is the percentage of Inuit		
ownership and control of the company?		
(b) What is the location of the head office		
and any operating office(s) of the company?		
(c) Does the company plan to train		
Beneficiaries in/for this project and if so		
what is the monitory amount to be spent on		
training Beneficiaries?		
(d) What percentage of the		
supplier's employees are		
Beneficiaries?		
(e) What proportion of all wages		
paid by the company for this project will		
be paid to employees who are		
Beneficiaries?		
(f) What proportion of all goods and services		
purchased by the company for this project		
will be purchased from Inuit Businesses?		
(g) What is the value (in dollars) of the total		
amount of sub-contracts that will be awarded		
to Inuit Businesses?		
Total Score		