Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act [Our File #: PB/289/2018]

On April 9, 2018, the Public Procurement Agency received your request for access to the following records:

"Copies of Tender documents: TP117001859A and TP117001869A
Both issued June or July, 2017."

I am pleased to inform you that a decision has been made by the Chief Procurement Officer (interim) for the Public Procurement Agency to provide access to the requested information.

In accordance with your request for a copy of the records, the appropriate copies for tender document TP117001869A have been enclosed. The tender document requested in reference to number TP117001859A is invalid and therefore, no records are available.

Please be advised that you may ask the Information and Privacy Commissioner to review the processing of your access request, as set out in section 42 of the Access to Information and Protection of Privacy Act (the Act). A request to the Commissioner must be made in writing within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner.

The address and contact information of the Information and Privacy Commissioner is as follows:

Office of the Information and Privacy Commissioner
2 Canada Drive
P. O. Box 13004, Stn. A
St. John’s, NL A1B 3V8
You may also appeal directly to the Supreme Court Trial Division within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act.

Please be advised that responsive records will be published following a 72 hour period after the response is sent electronically to you or five business days in the case where records are mailed to you. It is the goal to have the responsive records posted to the Completed Access to Information Requests website within one business day following the applicable period of time. Please note that requests for personal information will not be posted online.

If you have any further questions, please feel free to contact me by telephone at 709-729-3532 or by e-mail at soniablanks@gov.nl.ca.

Sincerely,

Sonia Blanks
ATIPP Coordinator
TO: VENDOR

VENDOR

CA

Tender/Quotation No. Revision No. Page No.

TP117001869A 0 1

SHIP TO: As indicated in blanket release or contract agreement PO CA

BILL TO: As indicated in blanket release or contract agreement PO CA

Customer No. Supplier No. Created Date: Revised / Buyer:
40000003 05-JUN-17 05-JUN-17 S Blanks

Payment Terms: On Invoice Approval

Carrier / Shipment: F.O.B:

FREIGHT

Reply Via: Contact:

Issue Date: Closing Date:
05-JUN-17 14-JUN-17

Company Official Signature: Email: Date:

Phone: Facsimile:

TENDER CLOSING IS 4:00P.M. UNLESS OTHERWISE STATED IN THIS DOCUMENT

Line No: Item No. / Description Quantity / UOM Unit Price Extended Tax

1 1 EACH

MSOA - BOTTLED WATER

As per the attached tender document, 23 pages.

ATTACHMENTS

External attachments exist for this tender. If you have not received the attachments described in this document, you may log onto www.gpa.gov.nl.ca or call Government Purchasing at (709) 729-3348.

End of Report

Bidder hereby offers to sell and/or supply, upon the terms and conditions set out herein (and on any enclosed sheets, or made reference to) the supplies and/or services listed above (and on any attached sheets) at the prices quoted. All prices are accepted as net prices. The bidder hereby certifies that the prices are not in excess of those charged anyone else, including their most favored customer, for like quantity and like items. "Atlantic Provinces Standard Terms and Conditions" form part of this tender and are made available by way of the Internet at www.gpa.gov.nl.ca or by phoning the Government Purchasing Agency at (709) 729-3348. IMPORTANT: All referenced terms and conditions and any attached additional documents constitute part of this tender.
Invitation to Tender

For

Bottled Water

Invitation to Tender No.: TP117001869A

Issued: June 5, 2017

Submission Deadline: June 14, 2017
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PART 1—INTRODUCTION

1.1 Invitation to Bidders
This Invitation to Tender ("ITT") is an invitation by Central Purchasing Authority (CPA) to prospective bidders to submit bids for the provision of Bottled Water, as listed in Appendix E.

The resulting Standing Offer Agreement shall permit any Government Department, and any Government Funded Body having delegated its authority to tender to the Central Purchasing Authority to order, on an 'as and when required basis', the items listed herein at the prices set against each.

This ITT shall form part of the contract.

1.2 CPA Contact
For the purposes of this procurement process, the "CPA Contact" shall be:

Sonia Blanks
Phone: 709-729-3330
soniablanks@gov.nl.ca

1.3 Material Disclosures
Bidders should refer to Appendix C—ITT Particulars for information material to the Deliverables and the performance requirements and conditions.

1.4 Type of Contract for Deliverables
The preferred bidder will be required to enter into an agreement with Central Purchasing Authority for the provision of the Deliverables. It is the intention of Central Purchasing Authority to enter into the Agreement with one (1) or multiple legal entities. The term of the Agreement is to be for a period of 24 months, with an option in favour of Central Purchasing Authority to extend the Agreement on the same terms and conditions up to an additional 12 months. It is anticipated that the Agreement will be executed on or around June 15, 2017.

1.5 No Guarantee of Volume of Work
Central Purchasing Authority makes no guarantee as to the value or volume of the Deliverables. The Agreement with the preferred bidder, as defined in the Public Tender Act, will be an exclusive contract for the provision of the Deliverables.

1.6 Trade Agreements
Bidders should note that procurements falling within the scope of the Agreement on Internal Trade and the Atlantic Procurement Agreement are subject to those trade agreements but that the rights and obligations of the parties shall be governed by the specific terms of this ITT.

The Atlantic Standard Terms and Conditions apply to this ITT and may be obtained from the Central Purchasing Authority, or by way of the internet at: www.gpa.gov.nl.ca
2.1 Timetable
Dates relevant to this ITT process are set out in the timetable:

<table>
<thead>
<tr>
<th>Issue Date of ITT</th>
<th>June 5, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Visit</td>
<td>N/A</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>June 8, 2017</td>
</tr>
<tr>
<td>Deadline for Issuing Addenda</td>
<td>June 9, 2017</td>
</tr>
<tr>
<td>Submission Deadline</td>
<td>June 14, 2017 at 4:00 pm (NL Time)</td>
</tr>
<tr>
<td>Public Opening</td>
<td>June 15, 2017 at 10:15 am (NL Time)</td>
</tr>
</tbody>
</table>

Government Purchasing Agency
30 Strawberry Marsh Road,
St. John's, NL, A1B 4R4

This ITT timetable may be changed by Central Purchasing Authority at any time.

2.2 Site Visit
N/A

2.3 Bids Must be Submitted at the Prescribed Location
Bids shall be submitted at:

Government Purchasing Agency
30 Strawberry Marsh Road, St. John's, NL, A1B 4R4

2.4 Bids Must Be Submitted on Time
Bids must be submitted at the location set out in Section 2.3 on or before the Submission Deadline. The bidder is solely responsible for the delivery of its bid to the exact location (including floor, if applicable) indicated in this ITT on or before the Submission Deadline. Central Purchasing Authority does not accept any responsibility for submissions delivered to any other location by the bidder or its delivery agents. Bidders are advised to make submissions well before the Submission Deadline. Bidders making submissions near the Submission Deadline do so at their own risk. Bids submitted after the Submission Deadline will be rejected. Bids submitted by facsimile shall be received “in full” at the Central Purchasing Authority by the specified closing time. Documents in transmission after the Closing Time shall be considered late tenders.

2.5 Bids Must be Submitted in the Prescribed Manner
Bids should be prominently marked with this ITT title and number (see ITT cover page), with the full legal name and return address of the bidder and with the Submission Deadline. Bids shall be submitted at:

Mail: Government Purchasing Agency
30 Strawberry Marsh Road, St. John’s, NL, A1B 4R4

Or Fax: (709) 729-5817
2.6 Amendment of Bids

Bidders may amend their bids after they have been submitted if, and only if, the amendment is delivered prior to the Submission Deadline marked with this ITT title and number and the full legal name and return address of the bidder to the location set out in Section 2.3. Any amendment should clearly indicate which part of the bid the amendment is intended to affect. Amendments must be submitted at the location set out above on or before the Submission Deadline. Amendments submitted after the Submission Deadline will not be accepted.

Written inquiries and requests for clarification shall be accepted up to five (5) working days prior to the closing time. Inquiries and requests for clarification received after this date shall not be addressed. Verbal responses shall not be binding on either party.

To ensure consistency and quality in the information provided to bidders the Central Purchasing Authority shall provide, by way of amendment to this tender in the form of an addendum, any relevant information with respect to the tender inquiries received in writing without revealing the source of those inquiries. Bidders are cautioned that it is their responsibility to ensure that they receive all information relevant to this ITT. The Owner shall not be responsible for bidders who fail to inform themselves regarding the scope and nature of the work. Central Purchasing Authority shall publish all amendments to the tendering website at www.gpa.gov.nl.ca. Bidders should check the tendering website on a regular basis for ITT updates. Bidders are solely responsible for ensuring they are aware of and have complied with all amendments by tender closing time.

2.7 Withdrawal of Bids

Bidders may withdraw their bids after they have been submitted if, and only if, a notice of withdrawal is submitted prior to the Submission Deadline. The notice of withdrawal must be signed by an authorized representative of the bidder, must clearly indicate the ITT title and number and the full legal name and return address of the bidder and must be either delivered to the location set out in Section 2.3 or by email to CPA Contact. Central Purchasing Authority is under no obligation to return withdrawn bids. Bids withdrawn shall receive no further consideration under this ITT.

2.8 Bids Irrevocable after Submission Deadline

Bids shall be irrevocable for a period of 90 days running from the moment that the Submission Deadline passes.
PART 3 – EVALUATION AND SELECTION

3.1 Stages of Bid Evaluation

Central Purchasing Authority will conduct the evaluation of bids in the following three (3) stages:

Stage I – Mandatory Requirements.
Stage II – Evaluation of Pricing.
Stage III – Evaluation of Product Specifications.

3.2 Stage I – Mandatory Requirements

3.2.1 Review of Mandatory Requirements

Stage I will consist of a review to determine which bids comply with all of the mandatory requirements. Bids that do not comply with all of the mandatory requirements as of the Submission Deadline will, subject to the express and implied rights of Central Purchasing Authority, be disqualified and not evaluated further.

3.2.2 Mandatory Submission Forms

Other than inserting the information requested on the mandatory submission forms set out in this ITT, a bidder may not make any changes to any of the forms. Any bid containing any such changes, whether on the face of the form or elsewhere in the bid, may be disqualified.

(a) Submission Form (Appendix A)

Each bid must include a Submission Form (Appendix A) completed and signed by an authorized representative of the bidder.

(b) Rate Bid Form (Appendix B)

Each bid must include a Rate Bid Form (Appendix B) completed according to the instructions contained in the form as well as the following instructions:

(a) rates shall be expressed in Canadian funds, inclusive of all applicable duties and taxes except for HST; and

(b) rates quoted by the bidder shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the Province, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

A bid that includes conditional, optional, contingent or variable rates that are not expressly requested in the Rate Bid Form may be disqualified.

Notwithstanding above, delivery charges only may apply for quantities ordered below the minimum order value.
3.3 Stage II – Evaluation of Pricing

Upon completion of Stage I, the pricing submitted by each compliant bidder will be evaluated to determine the lowest overall price in accordance with Appendix C – ITT Particulars – Section C (Evaluation of Pricing). Bids will be ranked according to overall price, beginning with the lowest.

3.4 Stage III – Evaluation of Product Specifications

N/A

3.5 Selection of Preferred Bidder

Subject to the reserved rights of the Central Purchasing Agency, the bidder submitting the lowest qualified bid meeting the terms, conditions and specifications of this tender will be determined to be the preferred bidder.

3.6 Tie Bid

If there is a tie bid, the preferred bidder will be determined by way of a coin toss. Each tied bidder will be notified that there is a tied bid and will be requested to sign an “Agreement and Disposition of Tied Bids” form. Tied bidders shall be notified of the date and time in which they will have an opportunity to attend and witness the coin toss.
4.1 General Information and Instructions

4.1.1 Bidders to Follow Instructions
Bidders should structure their bids in accordance with the instructions in this ITT. Where information is requested in this ITT, any response made in a bid should reference the applicable section numbers of this ITT.

A bidder who submits conditions, options, variations or contingent statements to the terms as set out in this ITT, either as part of its bid or after receiving notice of selection, may be disqualified. If a bid is not disqualified despite such changes or qualifications, the provisions of this ITT will prevail over any such changes or qualifications in the bid.

4.1.2 Bids in English
Unless specifically requested otherwise, all Bids, supporting materials, operation manuals and documentation must be in English, or both English and French.

4.1.3 Information in ITT Only an Estimate
Central Purchasing Authority makes no representation, warranty or guarantee as to the accuracy of the information contained in this ITT or issued by way of addenda. Any quantities shown or data contained in this ITT or provided by way of addenda are estimates only and are for the sole purpose of indicating to bidders the general scale and scope of the work. It is the bidder’s responsibility to obtain all the information necessary to prepare a bid in response to this ITT.

4.1.4 Bidders Shall Bear Their Own Costs
The bidder shall bear all costs associated with or incurred in the preparation and presentation of its bid, including, if applicable, costs incurred for interviews or demonstrations.

4.1.5 No Incorporation by Reference
The entire content of the bidder’s bid should be submitted in a fixed form, and the content of websites or other external documents referred to in the bidder’s bid will not be considered to form part of its bid.

4.1.6 Bid to Be Retained by Central Purchasing Authority
Central Purchasing Authority will not return the bid or any accompanying documentation submitted by a bidder. All bids submitted shall be considered the property of CPA.

4.1.7 ITT Incorporated into Bid
All of the provisions of this ITT are deemed to be accepted by each bidder and incorporated into each bidder’s bid.
4.2 Communication after Issuance of ITT

4.2.1 Bidders to Review ITT
Bidders shall promptly examine all of the documents comprising this ITT, and

(a) shall report any errors, omissions or ambiguities; and
(b) may direct questions or seek additional information

in writing by email to Central Purchasing Authority Contact on or before the Deadline for Questions. All questions submitted by bidders by email to CPA Contact shall be deemed to be received once the email has entered into CPA Contact’s email inbox. No such communications are to be directed to anyone other than CPA Contact, and Central Purchasing Authority shall not be responsible for any information provided by or obtained from any source other than CPA Contact. Central Purchasing Authority is under no obligation to provide additional information, but may do so in its sole and absolute discretion.

It is the responsibility of the bidder to seek clarification from CPA Contact on any matter it considers to be unclear. Central Purchasing Authority shall not be responsible for any misunderstanding on the part of the bidder concerning this ITT or its process.

4.2.2 All New Information to Bidders by Way of Addenda
This ITT may be amended only by an addendum in accordance with this section. If Central Purchasing Authority, for any reason, determines that it is necessary to provide additional information relating to this ITT, such information will be communicated to all bidders by addenda. Each addendum forms an integral part of this ITT.

Such addenda may contain important information, including significant changes to this ITT. Bidders are responsible for obtaining all addenda issued by Central Purchasing Authority. In the Submission Form (Appendix A), bidders should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

4.2.3 Post-Deadline Addenda and Extension of Submission Deadline
If any addendum is issued after the Deadline for Issuing Addenda, Central Purchasing Authority may in its sole and absolute discretion extend the Submission Deadline for a reasonable period of time.

4.2.4 Verify, Clarify and Supplement
When evaluating bids, Central Purchasing Authority may request further information from the bidder or third parties in order to verify, clarify or supplement the information provided in the bidder’s bid. The response received by Central Purchasing Authority shall, if accepted by Central Purchasing Authority, form an integral part of that bidder’s bid.

4.3 Selection of Bidder and Execution of Agreement

4.3.1 Notice of Selection of Preferred Bidder
Notice of selection by Central Purchasing Authority to the preferred bidder shall be in writing. The preferred bidder shall execute the Agreement and satisfy any other applicable conditions of this ITT within five (5) working days of notice of selection. This provision is solely for the benefit of Central
Purchasing Authority and may be waived by Central Purchasing Authority in its sole and absolute discretion.

4.3.2 Failure to Enter into Agreement
In addition to all other remedies available to Central Purchasing Authority, if a preferred bidder fails to execute the Agreement or satisfy any other applicable conditions within five (5) working days of notice of selection, Central Purchasing Authority may, in its sole and absolute discretion and without incurring any liability, withdraw the selection of that bidder and proceed with the selection of another bidder.

4.3.3 Debriefing
Bidders may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to CPA Contact and must be made within sixty (60) days of such notification. The intent of the debriefing information session is to aid the bidder in presenting a better bid in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

4.4 Conflict of Interest and Prohibited Conduct

4.4.1 Conflict of Interest
Central Purchasing Authority may disqualify a bidder for any conduct, situation or circumstances, determined by Central Purchasing Authority, in its sole and absolute discretion, to constitute a Conflict of Interest, in accordance with the Province's Conflict of Interest legislation.

4.4.2 Disqualification for Prohibited Conduct
Central Purchasing Authority may disqualify a bidder or rescind a contract subsequently entered into if, in the sole and absolute determination of Central Purchasing Authority, the bidder has engaged in any conduct prohibited by this ITT. Rescinded contracts shall be considered null and void and no liability shall attach to Central Purchasing Authority in furtherance of its rights under this section.

4.4.3 Bidder Not to Communicate with Media
A bidder may not at any time directly or indirectly communicate with the media in relation to this ITT or any agreement entered into pursuant to this ITT without first obtaining the written permission of CPA Contact.

4.4.4 No Lobbying
A bidder may not, in relation to this ITT or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful bidder(s).

4.4.5 Illegal or Unethical Conduct
Bidders shall not engage in any illegal business practices, including activities such as bid rigging, price-fixing, bribery, fraud or collusion. Bidders shall not engage in any unethical conduct, including lobbying or other inappropriate communications, offering gifts to elected officials, employees, officers or other representatives of Central Purchasing Authority, deceitfulness, submitting bids containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process provided for in this ITT.
4.4.6 Past Performance or Past Conduct

Central Purchasing Authority may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process. Such inappropriate conduct shall include but not be limited to the following: (a) illegal or unethical conduct as described in Section 4.4.5; (b) the refusal of the supplier to honour its pricing or other commitments made in its bid; or (c) any other conduct, situation or circumstance determined by Central Purchasing Authority, in its sole and absolute discretion, to constitute a Conflict of Interest.

4.5 Confidential Information

4.5.1 Confidential Information of Central Purchasing Authority

All information provided by or obtained from Central Purchasing Authority in any form in connection with this ITT either before or after the issuance of this ITT

(a) is the sole property of Central Purchasing Authority and must be treated as confidential;
(b) is not to be used for any purpose other than replying to this ITT and the performance of any subsequent contract;
(c) must not be disclosed without prior written authorization from Central Purchasing Authority; and
(d) shall be returned by the bidders to the Province immediately upon the request of Central Purchasing Authority.

4.5.2 Confidential Information of Bidder

A bidder should identify any information in its bid or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by Central Purchasing Authority. The confidentiality of such information will be maintained by Central Purchasing Authority, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by Central Purchasing Authority for the purpose of evaluating or participating in the evaluation of their bids. If a bidder has any questions about the collection and use of personal information pursuant to this ITT, questions are to be submitted to CPA Contact.

4.6 Reserved Rights, Limitation of Liability and Governing Law

4.6.1 Reserved Rights of Central Purchasing Authority

Central Purchasing Authority reserves the right to

(a) make public the names of any or all bidders;
(b) request written clarification or the submission of supplementary written information in relation to the clarification request from any bidder and incorporate a bidder’s response to that request for clarification into the bidder’s bid. This shall not be an opportunity to engage in bid repair;
(c) assess a bidder’s bid on the basis of

(i) a financial analysis determining the actual cost of the bid when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
(ii) information provided by references;
(iii) the bidder’s past performance under previous contracts with Central Purchasing Authority;
(iv) the information provided by a bidder pursuant to Central Purchasing Authority exercising its clarification rights under this ITT process; or
(v) other relevant information that arises during this ITT process;

(d) waive formalities and accept bids that substantially comply with the requirements of this ITT;

(e) verify with any bidder or with a third party any information set out in a bid;

(f) check references other than those provided by any bidder;

(g) disqualify any bidder whose bid contains misrepresentations or any other inaccurate or misleading information;

(h) disqualify any bidder or the bid of any bidder who has engaged in conduct prohibited by this ITT;

(i) make changes, including substantial changes, to this ITT provided that those changes are issued by way of addenda in the manner set out in this ITT;

(j) select any bidder other than the bidder whose bid reflects the lowest cost to Central Purchasing Authority;

(k) cancel this ITT process at any stage;

(l) cancel this ITT process at any stage and issue a new ITT for deliverables the same as or similar to the Deliverables;

(m) accept any bid in whole or in part; or

(n) reject any or all bids;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.
4.6.2 Limitation of Liability

By submitting a bid, each bidder agrees that:

(a) neither Central Purchasing Authority nor any of its employees, advisers or representatives will be liable, under any circumstances, for any claim arising out of this ITT process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim; and

(b) the bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profits or loss of opportunity by reason of Central Purchasing Authority’s decision not to accept the bid submitted by the bidder, to enter into an agreement with any other bidder or to cancel this bidding process, and the bidder shall be deemed to have agreed to waive such right or claim.

4.6.3 Governing Law and Interpretation

The terms and conditions in this Part 4 – Terms and Conditions of ITT Process (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as being intended to limit the pre-existing rights of the parties); and (c) are to be governed by and construed in accordance with the laws of the province of Newfoundland & Labrador and the federal laws of Canada applicable therein.
1. Bidder Information

Please fill out the following form, and name one person to be the contact for your response to this ITT and for any clarifications or amendments that might be necessary.

| Full Legal Name of Bidder:          |
| Any Other Relevant Name under Which the Bidder Carries on Business: |
| Street Address:                    |
| City, Province/State:              |
| Postal Code:                       |
| Phone Number:                      |
| Fax Number:                        |
| Company Website (If Any):          |
| ITT Contact Person and Title:      |
| ITT Contact Phone:                 |
| ITT Contact Facsimile:             |
| ITT Contact E-mail:                |

2. Offer

The bidder has carefully examined this ITT and has a clear and comprehensive knowledge of the Deliverables required under this ITT. By submitting a bid, the bidder agrees and consents to the terms, conditions and provisions of this ITT and offers to provide the Deliverables at the rates set out in the Rate Bid Form.

3. Mandatory Forms

The bidder encloses as part of the bid the mandatory forms set out below:

<table>
<thead>
<tr>
<th>FORM</th>
<th>INITIAL TO ACKNOWLEDGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submission Form</td>
<td></td>
</tr>
<tr>
<td>Rate Bid Form</td>
<td></td>
</tr>
</tbody>
</table>

Notice to bidders: There may be forms or other technical requirements required in this ITT other than those set out above. See the Mandatory Requirements section of this ITT for a complete listing of mandatory forms.
4. Rates
The bidder has submitted its rates in accordance with the instructions in this ITT and in the Rate Bid Form set out in Appendix B.

5. Addenda
The bidder is deemed to have read and accepted all addenda issued by Central Purchasing Authority prior to the Deadline for Issuing Addenda. The onus remains on bidders to make any necessary amendments to their bids based on the addenda. The bidder is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word “None” on the following line: ______________________________. Bidders who fail to complete this section will be deemed to have received all posted addenda.

6. No Prohibited Conduct
The bidder declares that it has not engaged in any conduct prohibited by this ITT.

7. Bid Irrevocable
The bidder agrees that its bid shall be irrevocable for a period of 90 days following the Submission Deadline.

8. Disclosure of Information
The bidder agrees that any information provided in this bid, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The bidder consents to the disclosure, on a confidential basis, of this bid by Central Purchasing Authority to the Province’s advisers retained for the purpose of evaluating or participating in the evaluation of this bid and process.

9. Execution of Agreement
The bidder agrees that if its bid is selected by Central Purchasing Authority, in whole or in part, it will finalize and execute the agreement in accordance with the terms of this ITT.

_________________________________________  ______________________________________
Signature of Witness                             Signature of Bidder Representative

_________________________________________
Name of Witness

_________________________________________
Name of Bidder Representative

_________________________________________
Title

_________________________________________
Date

I have the authority to bind the bidder.
## Bottled Water

### REGION 1: Labrador

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Est Qty</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bottled Water -18L <em>(includes semi-annual cooler cleanings)</em></td>
<td>100</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Cooler Rental</td>
<td>10</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Refundable Bottle Deposit *</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

### REGION 4: Eastern

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Est Qty</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bottled Water -18L <em>(includes semi-annual cooler cleanings)</em></td>
<td>3000</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Cooler Rental</td>
<td>25</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Refundable Bottle Deposit *</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

* FOR INFORMATION PURPOSES ONLY. BOTTLE DEPOSITS SHALL NOT BE CONSIDERED IN THE EVALUATION OF THE TENDER FOR AWARDING PURPOSES.
APPENDIX C – ITT PARTICULARS

A. SPECIFICATIONS

Sodium free natural spring water per 18 L bottle. Reverse osmosis pure water will also be accepted.

Pricing for water shall include semi-annual cooler cleanings per year for "ALL COOLERS (OWNED OR RENTED)" at no additional charge. All filters, if any, are to be changed as per manufacturer requirements.

Successful vendor may set up a delivery schedule for the delivery of bottled water for end users if requested.

Prices quoted for all items shall be all inclusive of waiting times, fuel costs, and all other expenses for the fulfillment of the contract (ie: delivery receipt print charge and invoice print charge).

The end user shall not be held responsible for payment of any additional fees and/or charges for items outside those identified on this Invitation to Tender/Contract.

Bottle deposits shall not be considered in the evaluation of the tender for awarding purposes.

All bottled water shall be from an approved source and shall meet the health standards of quality prescribed by the Guidelines for Canadian Drinking Water Quality.

B. THE DELIVERABLES

The deliverables are the products as listed in Appendix B – Rate Bid Form.

Regional boundaries are outlined in Appendix D - Newfoundland and Labrador Map.

Prices quoted shall be FOB destination with all transportation charges prepaid by the contractor for deliveries in each region.

A separate contract shall be issued for each of the two (2) regions. When placing orders, end users shall use the contract that is in place for the region corresponding to the delivery location.

Orders shall be delivered in full. Notwithstanding, should a backorder occur for any item(s), the supplier shall be responsible for delivering that item(s) at no additional cost to the end user. The end user shall not be required to reorder the backordered item and incur a delivery charge.

Deliveries shall be made in accordance with dates and delivery location stated on participating organization’s Purchase Order. Deliveries will only be accepted during the regular business hours of the organization.
Summer business hours for all Transportation Depots are 7:00 a.m. to 5:30 p.m. effective May to September from Monday to Thursday.

All shipments shall be properly packed to avoid breakage or spoilage.

All chemical products shall be supplied in factory sealed containers.

All shipments/deliveries shall state Purchase Order number.

The successful supplier shall have deliveries completed to participants within seven (7) days upon receipt of each purchase order. Delivery performance shall be monitored for the life of the contract. Central Purchasing Authority reserves the right to cancel this award if delinquent deliveries are experienced.

When shipping, suppliers are required to supply up-to-date Material Safety Data Sheets - applicable to anything regulated under transportation of dangerous goods, or the shipment cannot be accepted.

C. PERFORMANCE TERMS AND CONDITIONS

CANCELLATION OF CONTRACT

Any contract issued as a result of this ITT shall be subject to cancellation by either party within 90 days of written notification. Payment of goods on order or in the process of being delivered will be honoured.

WARRANTY

The vendor guarantees all equipment, materials, workmanship, and labourer's liens.

The vendor warrants title to commodities supplied and warrants them free from defects and/or imperfections, and will indemnify and hold the purchaser harmless against any or all suits, claims, demands and/or expenses, patent, litigation infringement, or any claim by third parties in or to the commodities mentioned and supplied by him.

RETURNS

In the event of a defective product, any participating organization reserves the right to return it to the supplier, for full credit, notwithstanding intermediate payment by the purchaser. All delivery and return costs will be the responsibility of the supplier.

Claims for either shortages or damaged merchandise will be submitted to vendor within thirty days of invoice.
SUBSTITUTIONS

During the term of a contract, no product shall be substituted for another without agreement from the Central Purchasing Authority. Upon agreement by all parties items may be substituted by similar products of equal size and cost and quality. All requests to substitute shall be accompanied by full specification, literature or catalogues.

REPORTING

The successful supplier SHALL provide quarterly usage reports regarding the individual product usage for all the items listed on this ITT, in a format and time frame determined by the Central Purchasing Authority (ie: items procured by entities, product usage, delivery, order-fill rates, backorders).

The successful bidder may be requested to provide usage reports on related items not listed on this document for future reference.

D. EVALUATION OF PRICING

A separate award shall be made for each of the two (2) regions as if each region were made the subject of a separate Invitation to Tender.

1. Region 1 - LABRADOR
2. Region 4 - EASTERN

This tender shall be awarded in total per region. Vendors shall bid on all items or their bid shall be considered incomplete and shall be rejected.

Award shall be based on the total combined price for all items.

Suppliers may bid on any or all regions.

The overall price shall be calculated as the summation of prices indicated in the EXTENDED TOTAL column (C) for each region.

Bids will be ranked according to overall price, beginning with the lowest.

BOTTLE DEPOSITS SHALL NOT BE CONSIDERED IN THE EVALUATION OF THE TENDER FOR AWARDING PURPOSES.
E. ADDITIONAL TERMS AND CONDITIONS

Each participating organization will be responsible for issuing its own contract/purchase orders(s) and is to be invoiced accordingly. Contact names and numbers will be provided to the successful bidder.

Any government department or government funded body reserves the right to utilize a procurement card in lieu of a purchase order for all or select acquisitions. Vendors shall not refuse nor charge additional premiums or fees when procurements cards are tendered for payment.

TRAINING

The successful bidder must provide product training for all end users to ensure safe, effective and proper use of products, if requested.

QUANTITY

The quantities listed herein are projected usages for the contract period and are estimates made in good faith and are not a guarantee of the quantities that may be ordered. The contract shall be limited to the actual quantities ordered and delivered during the contract period.

The successful supplier shall maintain adequate stock to cover requirements when requested.

The suppliers shall provide only the quantity of an item ordered by the end user, regardless of the manufacturer/supplier’s standard packaging.

The estimated quantities in region 1 and 4 on Appendix B, reflect undetermined estimates required during the period of the contract.

PRICES

Prices are exclusive of HST. Applicable taxes shall be applied at the invoicing stage and are to be listed separately on each purchase invoice. HST number for Government Departments is 107442683.

Prices quoted shall be in Canadian funds.

Prices quoted shall remain unchanged for the duration of the contract.

Prices quoted shall be considered net and inclusive of all discounts.

Prices quoted shall be FOB destination with all transportation charges prepaid by the contractor for deliveries in St. John’s. For shipments that are outside St. John’s delivery points, delivery charges may apply.

Vendor hereby certifies that the prices tendered are not in excess of those charged anyone else, including their most favored customer.
INVOICING

Invoices shall be submitted directly to each participating organization who obtain the goods.

It is to be understood that payment of invoices will be the responsibility of the ordering government funded body and further understood that the successful supplier (s) will hold the Central Purchasing Authority harmless respecting any loss, damage and non-payment resulting from or relating to any order placed with the supplier against any contract resulting from this Invitation to Tender.

The successful supplier shall ensure that the company name, address and contact details (phone number, fax number) provided on the tender response shall also be used on all invoicing presented for payment. (ie: The company name and address on monthly invoices submitted for payment shall be the same as the company name and address submitted on tender bid).

Government Departments Only

The Government of Newfoundland and Labrador (GNL) has expanded its financial management system and streamlining the accounts payable process. Invoices and credit memos that were traditionally sent to individual departments will be emailed or mailed to one central government location, the Department of Finance, Corporate Financial Services Division (CFS).

To receive payment on a timely basis, please mail or email invoices to:

Department of Finance
Corporate Financial Services Division
657 Topsail Road, St. John’s, NL
A1E 2E3
Email: gnlinvoices@gov.nl.ca

DIRECT DEPOSIT FOR PAYMENT

Government Departments Only:

The preferred method of payment to the successful bidder/proponent for any goods or services provided as a result of this procurement opportunity will be direct deposit (other cost effective payment methods may be used for certain international suppliers where banking technologies prevent the use of direct deposit).

As of December 31, 2016, all payments issued to businesses and individuals shall be direct deposit. The successful bidder is encouraged to register to receive payments by direct deposit if not currently enrolled with the Province.

Enrolment forms can be obtained from the Department of Finance web site at:
http://www.releases.gov.nl.ca/releases/2014/fin/0808n02.aspx

To enroll for direct deposit, please visit www.gov.nl.ca/fin or call 1-888-729-6199.
PARTICIPANTS

All Government Departments

The following Government Funded Bodies:

- Newfoundland and Labrador Center for Health Information*
- Provincial Information and Library Resources Board
- Town of Birchy Bay
- Town of Botwood
- Town of Brighton
- Town of Grand Falls-Windsor
- Town of North River
- Town of Old Perlican
- Town of Lewisporte
- Town of Flacencia
- Town of Point Leamington
- Town of Fouch Cove
- Town of South River
- Town of St. George’s
- Town of Torbay
- Town of Wabana

* Newfoundland and Labrador Center for Health Information has a contract in place for bottled water that will expire on March 31, 2018. As of April 1, 2018, Newfoundland and Labrador Center for Health Information will purchase bottled water under the contract issued as a result of this IIT.
APPENDIX D – Newfoundland and Labrador Map

Regions are as follows:

- Labrador, Western, Central, Eastern, and Avalon.

The breakdown of the Province of Newfoundland and Labrador by Region can be viewed at: http://www.comeexploreCanada.com/newfoundland.labrador/