

DELIVERED BY SECURE FILE TRANSFER

September 28, 2018

[REDACTED]

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act [Our File #: PB/696/2018]

This is to confirm that on September 10, 2018, the Public Procurement Agency received your request for access to the following records/information:

“Please provide the current contract signed between the Public Procurement Agency and Bunzl Canada Inc under tender TP115009428.”

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

In accordance with your request for the above information, the applicable contract has been enclosed.

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

Telephone: (709) 729-6309
Toll-Free: 1-877-729-6309
Facsimile: (709) 729-6500

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



Government of Newfoundland and Labrador

Public Procurement Agency
30 Strawberry Marsh Rd.
St. John's NL
A1B 4R4

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

TO: BUNZL CANADA INC
45 Roderick Ave
Moncton, NB
E1H 2K9
Canada

Customer No.	Supplier No. 40034145	Ordered / Buyer 14-JAN-16 Kieley, S	Revised / Buyer 31-JUL-18 Kieley, S
F.O.B: DESTINATION	Requestor:		Contact: TERRY MCDONALD (506) 854-
Effective Start Date	Effective End Date	Amount Agreed (CAD)	
14-JAN-2016	31-DEC-2018		

IMPORTANT: Document valid ONLY if NAME and DATE are present in "Authorized By" section.
AUTHORIZED BY: Kieley, S **DATE:** 02-AUG-18 **TOTAL:**

Line NO:	Item No./Description	UOM	Unit Price
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Notes: Revision 6 issued as per terms and conditions of contract for price adjustment; increase 5.19%, effective August 1, 2018.

Revision 5 issued as per terms and conditions of contract for price adjustment; increase 4.77%, effective February 1, 2018.

Revision 4 issued to extend contract for one year, to December 31, 2018, as per terms and conditions of this contract.

Revision 3 issued as per terms and conditions of contract for price adjustment; increase 5.56%, effective August 1, 2017.

Revision 2 issued as per terms and conditions of contract for price adjustment; decrease 0.5%, effective February 1, 2017.

Revision 1 issued as per terms and conditions of contract for price adjustment; increase of 3.19%, effective August 1, 2016

TOILET TISSUE AND PAPER TOWEL - MASTER STANDING OFFER AGREEMENT
TENDER NUMBER TP115009428

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

TP115009428 shall form part of the contract.

PERIOD OF CONTRACT:

The term of the Agreement is the period from January 14, 2016 (date of issue) to December 31, 2017, with two - one year options to renew at the same pricing, terms and conditions

Your response to tender number TP115009428, dated December 9, 2015 refers.

CPA Contact shall be:



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Sherry Kieley
 Phone: (709) 729-6965
 Email: sherrykieley@gov.nl.ca and/or gpacontracts@gov.nl.ca

VENDOR Contact shall be:

Don Finlay
 Phone: (709) 746-4774
 Email: Don.finlay@bunzlcanada.ca

All PURCHASE ORDERS shall be sent to:

Email: monctoncs@bunzlcanada.ca
 Phone: 1-800-665-7273
 Fax: 1-800-661-7273

The warehouse is located at: 22 Beclin Road, Mount Pearl, NL A1N 5B8

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.

THE DELIVERABLES

Prices quoted shall be FOB participating government funded body. Suppliers are to quote only one FOB price for each item so that all government funded bodies shall receive the same pricing. Prices quoted shall be FOB participating government funded body to location/stockroom designated by each government funded body on an 'as and when required basis'. This applies to shipments with a minimum order value of \$300.00 for St. John's and Mount Pearl, \$400.00 for the remaining locations on the Island portion of the Province, and \$500.00 for Labrador. Coastal Labrador shipments shall be made during the regular coastal shipping season; however, shipments to Happy Valley-Goose Bay shall not be limited to the coastal shipping season due to the accessibility of this area via the Trans Labrador Highway.

For shipments that are below the minimum order value, delivery charges may apply. The vendor shall obtain approval from the end users for shipping charges prior to shipment.

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 organizations Purchase Order. Deliveries will only be accepted during the regular business hours of the organization, including but not limited to applicable summer hours for depots under The Department of Transportation & Works.

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

All shipments/deliveries shall state Purchase Order number.

The successful supplier shall have deliveries completed to participants on the



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island portion of the Province within seven (7) days upon receipt of each purchase order. Deliveries shall be completed to Labrador within twenty one (21) 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.

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 process of being delivered will be honored.

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 shall indemnify and hold 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.

Claims for either shortages or damaged merchandise shall 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 Central Purchasing Authority. Upon agreement by all parties items may be substituted by similar products of equal size, cost and quality.

All requests to substitute shall be accompanied by full specification, literature or catalogues.

REPORTING

The successful supplier shall provide a usage report regarding the individual product usage for the items listed on this ITT. This usage report shall indicate the total number of cartons/boxes purchased by each participating entity during the term of the contract per each line item. This data must also include all purchases paid for by a government procurement card.

The data must be submitted electronically by email on a quarterly basis to the CPA contact. The data should be submitted no later than 15 calendar days after the end of the reporting period.

Quarterly reporting periods are defined as follows:



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- Q1. January 1st to March 31st
- Q2. April 1st to June 30th
- Q3. July 1st to September 30th
- Q4. October 1st to December 31st

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

ADDITIONAL TERMS AND CONDITIONS

Each participating organization will be responsible for issuing its own purchase order(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 procurement cards are tendered for payment.

QUANTITY

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

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

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 considered net and inclusive of all discounts.

Prices quoted shall be FIRM until July 31, 2016.

Prices will be adjusted August 1, 2016; February 1, 2017 and August 1, 2017, as per table below. If the option to renew is exercised in accordance with Section 1.4 of the tender document, the adjustment dates shall be in the same chronological format.

Effective Adjustment Dates	Benchmark Reference Points
1 August 1 2016	December 2015
2 February 1 2017	June 2016
3 August 1 2017	December 2016
4 February 1 2018	June 2017
5 August 1 2018	December 2017
6 February 1 2019	June 2018
7 August 1 2019	December 2018

The successful supplier shall be responsible for providing the Central Purchasing Authority with the Price Watch: Market Pulp section of the Pulp & Paper Week on a monthly basis. The selling price shall change from and after December 2015 up or down one-half the percentage as changes in price of "Bleached, Softwood Kraft, Northern (Canadian)" under "Price Watch: Market Pulp" section of the publication entitled Pulp & Paper Week. The



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selling prices shall be adjusted, if necessary, as per table above. The Benchmark Reference Point for this tender shall be December 2015 and shall change as per schedule of Benchmark Reference Points in the table above/below.

Year 1
 Adjustment Date August 1 2016
 December 2015 \$
 June 2016 \$
 Increase/Decrease \$
 Percentage of Increase/Decrease %
 One-Half of the % =

Year 2
 Adjustment Date February 1 2017
 June 2016 \$
 December 2016 \$
 Increase/Decrease \$
 Percentage of Increase/Decrease %
 One-Half of the % =

Year 2
 Adjustment Date August 1 2017
 December 2016 \$
 June 2017 \$
 Increase/Decrease \$
 Percentage of Increase/Decrease %
 One-Half of the % =

Year 3 Pending Option To Renew
 Adjustment Date February 1 2018
 June 2017 \$
 December 2017 \$
 Increase/Decrease \$
 Percentage of Increase/Decrease %
 One-Half of the % =

Year 3 Pending Option To Renew
 Adjustment Date August 1 2018
 December 2017 \$
 June 2018 \$
 Increase/Decrease \$
 Percentage of Increase/Decrease %
 One-Half of the % =

Year 4 Pending Option To Renew
 Adjustment Date February 1 2019
 June 2018 \$
 December 2018 \$
 Increase/Decrease \$
 Percentage of Increase/Decrease %
 One-Half of the % =

Year 4 Pending Option To Renew
 Adjustment Date August 1 2019
 December 2018 \$
 June 2019 \$
 Increase/Decrease \$



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Percentage of Increase/Decrease %
One-Half of the % =

SAMPLE CALCULATIONS of ADJUSTMENT FORMULA (Benchmark Values are estimates only)
December 2015 \$700.00
June 2016 \$740.00
Increase/Decrease \$40.00
Percentage of Increase/Decrease 5.71%
One-Half of the % = 2.86%

Existing Case Price:\$20.00
Adjustment: \$20.00 * 2.86% = \$0.57
New Price: \$20.57

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.

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 Central Purchasing Authority harmless respecting any loss, damage and non-payment resulting from or relating to any order placed with the supplier against this Invitation to Tender.

Government Departments Only

The Government of Newfoundland and Labrador has expanded its financial management system and streamlined 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). Please ensure invoices clearly indicate Purchase Order Number.

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

gnlinvoices@gov.nl.ca

DIRECT DEPOSIT FOR PAYMENT

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).

The successful bidder/proponent should ensure they are enrolled with the Province to receive direct deposit payments. Enrolment forms can be obtained from the Department of Finance web site at:

<http://www.releases.gov.nl.ca/releases/2014/fin/0808n02.aspx>

In accordance with this initiative, businesses and individuals currently receiving cheques have until December 31, 2016 to register to receive payments by



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direct deposit. Direct deposit enrolment forms can be obtained from the Department of Finance website or from the department responsible for the payment. For any new payment, the only payment method offered will be direct deposit.

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

PARTICIPANTS

The following Government Funded Bodies:

All Government Departments

- C. A. Pippy Park Commission
- Newfoundland & Labrador Hydro
- Newfoundland & Sports Center
- Newfoundland Labrador Housing Corporation
- Newfoundland Labrador Liquor Corporation
- Provincial Information and Library Resource Board
- Research & Development Corporation of Newfoundland and Labrador
- Vera Perlin Society
- WorkplaceNL

- Eastern Health
- Central Health **added January 23, 2017**
- Labrador-Grenfell Health
- Western Health

- College of the North Atlantic
- Memorial University of Newfoundland

- Newfoundland & Labrador English School District
- Conseil Scolaire Francophone Provincial de Terre-Neuve et du Labrador

- Baie Verte
- Birch Bay
- Bishop's Falls
- Botwood
- Brighton
- Burin
- Clareville
- Conception Bay South
- Conception Harbour
- Fogo Island
- Fortune
- Gambo
- Gander
- Glovertown
- Grand Falls-Windsor
- Harbour Grace
- Marystown
- Mount Pearl
- Old Perlican
- Pacquet
- Point Leamington
- Spaniard's Bay
- St. Anthony



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St. Lawrence
Torbay
Victoria

1	Toilet Tissue 1 Ply Individually Wrapped 1000 Sheet Roll White EcoLogo Certified Sheet Width: 4.0" - 4.5", Sheet Length: 3.75" - 4.1" 48 Rolls = Carton Product Code TS1639S	CARTON	25.39		
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2	Toilet Tissue 2 Ply Jumbo White EcoLogo Certified Sheet Width: 3.3" - 3.7" Roll Length: 1000 feet 12 Rolls = Carton Product Code: TJ0922A	CARTON	29.38		
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3	Paper Towels Single Fold White EcoLogo Certified Sheet Width: 9.0" - 10.5" Sheet Length: 9.1" - 10.7" 4000 sheets = Carton Product Code: SB1840A	CARTON	22.66		
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4	Paper Towels Multi Fold White EcoLogo Certified Sheet Width: 9.0" - 9.5" Sheet Length: 9.125" - 9.5" 4000 Sheets = Carton Product Code: MB540A	CARTON	20.52		
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