



## LCBO NOTICE OF INTENDED PROCUREMENT AND TENDER NOTICE

Request for Quotation (RFQ): 2021-903-041  
RFQ Title: Manufacturing, Printing, Finishing and Shipping of Eight-Pack Beer Carriers  
Issue Date: June 8, 2021  
LCBO Contact: Charlotte Maruno, Procurement Advisor  
Contact email: [charlotte.maruno@lcbo.com](mailto:charlotte.maruno@lcbo.com)  
Questions Deadline: June 22, 2021, 2021 at 4:00 pm  
Submission Deadline: July 8, 2021 at 2:00 pm Eastern Standard Time (EST)

The RFQ is available for download through LCBO's designated tender site, Biddingo.com. It is the Respondent's responsibility to monitor Biddingo.com and to respond to notifications from Biddingo.com Electronic Bidding System.

For information on obtaining a subscription to Biddingo to obtain the tender document, please go to [www.biddingo.com](http://www.biddingo.com) or call 416-756-0955.

Bids shall be submitted electronically on or before the submission deadline through the Biddingo Electronic Bidding System website. Late submissions will not be considered. Bids must be in English.

This procurement may be subject to Chapter 5 of the Canada Free Trade Agreement ("CFTA") and Chapter 19 of the Comprehensive Economic Trade Agreement ("CETA").

The LCBO expects all suppliers to adhere to the LCBO's Supplier Code of Business Conduct, which is available on the LCBO's website under "Doing Business with the LCBO". The Supplier Code sets out principles applicable to all suppliers (including both suppliers of beverage alcohol products and suppliers of non-alcohol goods or services) that wish to establish and maintain a business relationship with the LCBO.

### Brief Description of the Procurement:

The Liquor Control Board of Ontario ("LCBO") invites responses to this Request for Quotation (RFQ) for manufacturing, printing, finishing and shipping of 1.750 – 2.45 million 8-pack Beer Carriers.

Term of Contract: **Up to seven (7) months plus one option to extended for up to another seven (7) months.**

# LCBO

Request for Quotation

For

Manufacturing, Printing, Finishing and Shipping Eight-Pack Beer Carriers

Request for Quotation No.: **2021-903-041**

Issued: June 8, 2021

Submission Deadline: **July 8, 2021 at 2:00:59 p.m. Eastern Standard Time (EST)**

## TABLE OF CONTENTS

---

### **PART 1 – INTRODUCTION**

- 1.1 Invitation
- 1.2 RFQ Timetable
- 1.3 Submission Instructions
- 1.4 Bidders to Review RFQ
- 1.5 All New Information to Bidders by Way of Addenda
- 1.6 No Guarantee of Volume or Exclusivity of Contract

### **PART 2 – EVALUATION OF QUOTATIONS**

- 2.1 Stages of Evaluation
- 2.2 Tie Price

### **PART 3 – TERMS OF REFERENCE AND GOVERNING LAW**

#### **APPENDIX A – PROJECT REQUIREMENTS**

#### **APPENDIX B – RESPONSE SUBMISSION INFORMATION**

#### **APPENDIX C – QUOTATION FORM**

#### **APPENDIX D – RATE BID FORM**

#### **APPENDIX E – TERMS AND CONDITIONS**

#### **SCHEDULE A - MARCO General Inbound Compliance Regulations**

**PREVIEW DOCUMENT ONLY**  
The original document must be obtained for the Bid Submission

## PART 1 – INTRODUCTION

### 1.1 Invitation

This Request for Quotations (the “RFQ”) issued by the Liquor Control Board of Ontario (the “LCBO”) is an invitation to submit a non-binding quotation for the provision of **manufacturing, printing, finishing and shipping of eight-pack beer carriers** as further described in Appendix A – Specifications, for the price quoted by the Bidder in its Rate Bid Form (Appendix D). The Bidder selected pursuant to this RFQ process will be informed in writing. Bidders not selected will also be informed in the same manner that the RFQ was originally posted.

The LCBO is a Crown corporation established under the provisions of the *Liquor Control Act*, RSO 1990, c. L18. The LCBO’s purposes include the control, distribution and sale of beverage alcohol in a socially responsible manner in the Province of Ontario.

The LCBO is a corporation that is wholly owned by the Province of Ontario. Additional information about the LCBO is available on the LCBO website at [www.LCBO.com](http://www.LCBO.com).

### 1.2 RFQ Timetable

“Deadline for Questions”:	June 22, 2021 at 4:00 pm
“Submission Deadline”:	July 8, 2021 at 2:00:59 pm Eastern Standard Time (EST)

The RFQ timetable is tentative only and may be changed by the LCBO at any time prior to the Submission Deadline. Quotations submitted after the Submission Deadline will be rejected.

### 1.3 Submission Instructions

Bidders must submit their quotation in the form prescribed herein:

Responses must be completed, signed and dated and must be submitted via the Biddingo.com electronic bidding system. **Mail, Email and Fax submissions to the LCBO will NOT be accepted.** Responses received after the specified time of the Closing Date will not be accepted.

- i. LCBO recommends that respondents submit their responses well in advance of the Closing Date and time to ensure the transmission is complete and confirmation from Biddingo.com is received **BEFORE** the Submission Deadline.
- ii. Respondent(s) will receive an on-screen confirmation number and an email of the confirmation number from Biddingo.com as validation of the respondent’s successful submission and receipt of their response. If a respondent does not receive an on-screen confirmation number and email, they should assume that their response was not successfully received and should resubmit or contact Biddingo.com at (416) 756-0955
- iii. Respondents are responsible for ensuring that the response has been properly submitted through the Biddingo.com Electronic Bidding System. LCBO IS NOT LIABLE TO ANY RESPONDENT FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THE RESPONDENT’S USE OF THE BIDDINGO.COM ELECTRONIC BIDDING SYSTEM, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, LOST OPPORTUNITY, SPECIAL, INCIDENTAL, DIRECT, INDIRECT, AND CONSEQUENTIAL OR PUNITIVE

DAMAGES AND RESPONDENTS WAIVE ANY CLAIM AGAINST LCBO FOR ANY SUCH DAMAGES.

- iv. In the case of electronic response submissions, LCBO shall not be responsible for technical issues such as network or power failures, computer failure, internet browser, and mistakes/errors in filling the response that cause respondents to submit Responses after the deadline as specified in the RFP. Responses received after the deadline will be deemed late and will not be considered even where a technical issue outside the respondent's control caused the response to be submitted late.

#### **1.4 Bidders to Review RFQ**

Bidders shall promptly examine all of the documents comprising this RFQ and (i) shall report any errors, omissions or ambiguities and (ii) may direct questions or seek additional information in writing by e-mail to the LCBO Contact tanya.davio@lcbo.com on or before the Deadline for Questions. The LCBO is under no obligation to provide additional information but may do so at its sole discretion. It is the responsibility of the Bidder to seek clarification from the LCBO Contact on any matter it considers to be unclear. The LCBO shall not be responsible for any misunderstanding on the part of the Bidder concerning this RFQ or its process.

Bidders and their representatives may not contact individuals employed or engaged by the LCBO, other than the LCBO Contact, concerning matters regarding this RFQ. Only information received by the LCBO Contact will be considered in the RFQ process. All such communications must be in writing. Any Bidder that does not follow these instructions may be disqualified.

#### **1.5 All New Information to Bidders by Way of Addenda**

This RFQ may be amended only by an addendum in accordance with this section. If the LCBO, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated by addenda. Each addendum shall form an integral part of this RFQ. Such addenda may contain important information, including significant changes to this RFQ. Bidders are responsible for obtaining all addenda issued by the LCBO.

#### **1.6 No Guarantee of Volume or Exclusivity of Contract**

The LCBO makes no representation or guarantee as to the value or volume of the Deliverables to be acquired. The contract that will be executed with the selected Bidder will not be an exclusive contract for the supply of the Deliverables described in this RFQ. The LCBO may contract with other suppliers for the same or similar goods and services as those described in this RFQ.

## PART 2 – EVALUATION OF QUOTATIONS

### 2.1 Stages of Evaluation

The evaluation of quotations will be conducted in the following stages:

- 2.2 Stage I will consist of a review to determine which submissions satisfy all of the mandatory submission requirements. Those submissions that satisfy the mandatory requirements will proceed to Stage II.
- 2.3 Stage II will consist of an evaluation of the submitted quotation to determine the lowest price meeting LCBO specifications.

#### NOTE:

Where there is a discrepancy between the Total Cost for Printing (as set out in Appendix D – Rate Bid Form) and the total of the production components (including, but not limited to Stock Cost, Printing Cost, and Pre-Press Cost), the total of the production components shall prevail and the Total Cost shall be adjusted accordingly.

In addition, any mathematical errors made by the respondent in the production components, will be corrected by the LCBO and the Total Cost shall be adjusted accordingly, and the revised amount shall prevail.

### 2.4 Tie Price

In the event of a tie score, the selected Bidder will be determined by way of a coin toss.

### PART 3 – TERMS OF REFERENCE AND GOVERNING LAW

In responding to this RFQ, and to be eligible for consideration, a Bidder must submit a completed and signed Quotation Form (Appendix C) that, among other things, acknowledges its acceptance of the RFQ Terms of Reference and Governing Law as contained hereunder:

- (a) this RFQ process is not intended to create a formal legally binding bidding process and shall not give rise to the legal rights or duties applied to a formal Contract A binding bidding process or any other legal obligations arising out of any tendering process contract or collateral contract, and instead shall be governed by the common law applicable to direct commercial negotiations;
- (b) neither party shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to this RFQ process, the award of a contract, the failure to award a contract or the failure to honour a quotation;
- (c) the Bidder will bear its own prices associated with, or incurred in, the preparation and presentation of its quotation, including, if applicable, prices incurred for interviews or demonstrations;
- (d) no legal obligation regarding the procurement of any good or service shall be created between the Bidder and the LCBO until the LCBO issues a purchase order to the Bidder or the LCBO and the Bidder enter into a contract in writing;
- (e) when evaluating quotations, the LCBO may request further information from the Bidder or third parties in order to verify, clarify or supplement the information provided in the Bidder's submission, and the LCBO may revisit and re-evaluate the Bidder's submission or ranking on the basis of any such information;
- (f) the LCBO may consider the Bidder's past performance on previous contracts with the LCBO or other institutions or any other relevant information taken into account by the LCBO when determining the acceptability of a Bidder;
- (g) the LCBO may (i) disqualify a Bidder for any conduct, situation or circumstance that constitutes a Conflict of Interest, as solely determined by the LCBO; (ii) in its sole discretion, waive a potential or actual Conflict of Interest, which waiver may be upon such terms and conditions as the LCBO, in its discretion, may require to satisfy itself that the Conflict of Interest has been appropriately managed, mitigated and minimized. **"Conflict of Interest"** shall have the meaning ascribed to it in the Quotation Form (Appendix C);
- (h) the Bidder consents to the LCBO's collection of information as contemplated under this RFQ for the uses contemplated under this RFQ;
- (i) the LCBO may elect not to consider a Bidder whose quotation contains misrepresentations or any other inaccurate, misleading or incomplete information;

- (j) the LCBO may prohibit a Bidder from participating in a procurement process based on poor past performance or based on inappropriate conduct in a prior procurement process. Inappropriate conduct includes but is not limited to (i) the submission of a Bid to an LCBO procurement process containing misrepresentations or any other inaccurate, misleading or incomplete information, or (ii) any other conduct, situation or circumstance, as solely determined by the LCBO, that constitutes a Conflict of Interest;
- (k) the LCBO may cancel this RFQ process at any time;
- (l) a Bidder may withdraw a quotation at any time during the RFQ process. To effect a withdrawal, a notice of withdrawal must be sent to the LCBO Contact and must be signed by an authorized representative. The LCBO is under no obligation to return withdrawn quotations;
- (m) a Bidder may not submit more than one quotation;
- (n) the LCBO may, in its absolute discretion, reject a quotation if the Bidder, or any officer or director of the Bidder, is or has been involved within five (5) years of the issue date of RFQ, either directly or indirectly through another corporation, (i) in a legal action taken by the LCBO, any of its Board members, officers or employees in connection with any matters related to the LCBO, or (ii) in a legal action against the LCBO, any of its board members, officers or employees, in connection with any matter related to the LCBO, including without limitation, arising from the LCBO's exercise of its powers, duties or functions; and
- (o) Without limiting or restricting any other right or privilege of the LCBO, the LCBO shall have the following reserved rights and privileges, which may be exercised or waived in its absolute discretion
  - a. If only one Quotation is received, either elect to accept or reject it or to enter into negotiations with the applicable Bidder;
  - b. If the lowest compliant submission is within 15% of the available funds (excluding HST), the LCBO may negotiate with the Bidder who submitted the lowest compliant submission in an attempt to achieve the acquisition of the goods and/or services at a price which fits within the available funds. The LCBO may proceed to the Bidder who submitted the next lowest compliant submission in the event that negotiations are unsuccessful, and so on until the LCBO is able to negotiate a price or the LCBO chooses to abandon the process and reject all submissions. For purposes of the foregoing, negotiation may include minor adjustments in the specifications of the goods and services to be acquired, and the minor adjustment of other obligations of the parties.

The parties also acknowledge that these terms (i) 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); (ii) are non-exhaustive (and shall 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 (iii) are to be governed by, and interpreted and construed in accordance with, the laws of the province of Ontario and the federal laws of Canada applicable therein.

**PREVIEW DOCUMENT ONLY**  
The original document must be obtained for the Bid Submission

## APPENDIX A –PROJECT REQUIREMENTS

### 1.1 Project Requirements

The Liquor Control Board of Ontario (“LCBO”) invites responses to this Request for Quotation (RFQ) for manufacturing, printing, finishing and shipping of seven (7) editions of 8-pack Beer Carriers (Carriers). The LCBO, in its sole discretion, reserves the right to extend for an additional seven (7) editions. Prices are to be fixed for both terms.

There will be up to a total of three (3) different versions of Beer Carriers during the course of this project. Beer Carriers will be printed in either one (1) or two (2) PMS colours per version. Assume PMS colours will not be common between versions. Currently LCBO plans to print editions 1 & 2 using the same version or artwork, then print editions 3 & 4 (holiday issues) using a second versions of Creative, then revert back to the creative versions for 1 & 2 for editions 5,6,7 (This is subject to change by the LCBO)

Beer Carriers will be produced in quantities of 250,000 or 350,000 on a per edition basis for a period of seven (7) editions. Carriers will also be delivered to approximately 350 LCBO stores, with overs going to the LCBO’s distribution centre in Brantford.

Carriers must be made out of a stock that supports good forest management practices and must have at least one (1) form of chain of custody certification to support this but not limited to SFI, FSC, PEFC.

Carriers must be constructed in a manner that will ensure they will stand up against public use by LCBO customers. This means the carriers must meet and or exceed the following functional requirements:

- 1.1.1 Easily assembled, and intuitive to “pop” open by a member of public;
- 1.1.2 Strong enough to hold eight (8) cans of 500 ml of product for an extended period;
- 1.1.3 Will not be structurally affected by condensation, extreme cold, or heat;
- 1.1.4 Not have sharp edges, or surfaces that can snag or catch clothing or cause damage to persons;
- 1.1.5 Be reusable by customers;
- 1.1.6 Be 100% recyclable into any Blue Box program across the province;
- 1.1.7 Carriers should be constructed in accordance to the die line supplied with only minor variations acceptable for manufacturing tolerances.

### 2.1 Project Specifications

#### Time Line

MILESTONE	Dates
Tender due:	July 8, 2021 at 2:00:59 pm EST
Award Date:	July 12,2021
Files & Mockup ready for pick-up:	July 14, 2021

The LCBO requests quotes for two (2) quantities and reserves the right, in its sole discretion, to award on either quantity.

#### Quantities Option #1 – 250,000 per month

1,400,000 Quantity / Seven (7) Editions	Store Quantities & Marco Quantities		
Ship Date	Store Quantity	MARCO Quantity	TOTAL Quantity
1 <sup>st</sup> Edition Ship Date September 13, 2021	150,000	100,0000	250,000
2 <sup>nd</sup> Edition Ship Date October 14,2021,	150,000	100,0000	250,000
3 <sup>rd</sup> Edition Ship Date November 11, 2021	150,000	100,0000	250,000
4 <sup>th</sup> Edition Ship Date December 9, 2021	150,000	100,0000	250,000
5 <sup>th</sup> Edition Ship Date January 6, 2022	150,000	100,0000	250,000
6 <sup>th</sup> Edition Ship Date February 3, 2022	150,000	100,0000	250,000
7 <sup>th</sup> Edition Ship Date March 3, 2022	150,000	100,0000	250,000

#### Quantities Option #2 – 325,000 per month

1,750,000 Quantity / Seven (7) Editions	Store Quantities & Marco Quantities		
Ship Date	Store Quantity	MARCO Quantity	TOTAL Quantity
1 <sup>st</sup> Edition Ship Date September 13, 2021	150,000	175,000	350,000
2 <sup>nd</sup> Edition Ship Date October 14,2021,	150,000	175,000	350,000
3 <sup>rd</sup> Edition Ship Date November 11, 2021	150,000	175,000	350,000
4 <sup>th</sup> Edition Ship Date December 9, 2021	150,000	175,000	350,000
5 <sup>th</sup> Edition Ship Date January 6, 2022	150,000	175,000	350,000
6 <sup>th</sup> Edition Ship Date February 3, 2022	150,000	175,000	350,000
7 <sup>th</sup> Edition Ship Date March 3, 2022	150,000	175,000	350,000

- 2.1.1 Within forty-eight (48) hours of award, successful respondent must supply a detailed schedule detailing all necessary approval dates needed to meet completion dates required. Completion dates must be regarded at date all carriers are required to be finished.
- 2.1.2 All deadlines must be met despite minor scheduling changes made by LCBO. LCBO will make every effort to give reasonable notice should scheduling changes occur.
- 2.1.3 Schedule demands might require weekend work. No premium will be paid by LCBO for weekend work. If you require any payment for overtime, such charges must be calculated so that it is included in your quote.

### 2.3 Supplied Materials

The LCBO will supply:

- a) Files in latest version of InDesign (vendor must be able to make changes to supplied files if required), blank carrier mockup.
- b) A Digital Die line will be supplied as per Figure 1.1

## **2.4 Proofs and Mock ups**

The selected respondent will provide PDF proofs and a blank mock-up for LCBO approval.

## **2.5 Press Work**

- 2.5.1 Each version will print either one (1) PMS or two (2) PMS colours, one (1) side only - assume a 65% ink coverage.
- 2.5.2 Draw downs for each PMS colour need to be supplied prior to printing for approval on actual stock.
- 2.5.3 The successful respondent must print the first two (2) months at the same time, and the last three (3) months at the same time.
- 2.5.4 Flat Size of 23" x 28".

## **2.6 Stock requirements**

- 2.6.1 Carriers must be printed on 0.024" Kraftpak stock or equivalent (either unbleached-uncoated);
- 2.6.2 Carriers must be made out of a stock that supports good forest management practices and must have at least one (1) form of chain of custody certification to support this i.e. like but not limited to FSI, FSC, PEFC.
- 2.6.3 Respondents proposing an equivalent stock must submit the stock specification to the procurement contact in Part 1 Section 1.4 of the RFQ by the deadline for enquiries in Section 1.2 RFQ Timetable. The LCBO will publish a list of approved equivalent stocks, if any, in the form of an addendum on Bidding.

## **2.7 Finishing and Assembly**

- 2.7.1 Carriers require die cutting, scoring, gluing, assembly, and packing.
- 2.7.2 Carriers must meet the requirements outlined in section 1.1 Project Requirements from a durability and usability standpoint.
- 2.7.3 Flat Carriers will be 12 3/4" x 11"
- 2.7.4 "Popped" up Carriers will be 10.2"L x 5.15"W x 8.35"D
- 2.7.5 Finished Carriers must have a bursting strength of not less than 125 pounds per square inch (1207 KPA)
- 2.7.6 Tensile strength of in Machine Direction of 20.1 kN/m or 115 lb/in and in Cross direction 10.2 kN/m or 58 lb/in
- 2.7.7 The units must be designed in a manner that provides adequate protection against breakage and damage during handling.
- 2.7.8 Manufacturer's joints shall be secured using a water-resistant adhesive.
- 2.7.9 Mock-up of Carrier will be required for inspection by LCBO prior to production run. LCBO has the right of refusal for inspections. Sample carrier requirements will be

three (3) flat sheet non-assembled Carriers, and five (5) fully glued and assembled carriers

## 2.8 Packing and Shipping

**All Packing and Shipping requirements are to be included in the quotation**

- 2.8.1 Carriers will ship out to 350 stores as per the dates outlined in Section 2.1 ranging from 125 -700 Carriers per store.
- 2.8.2 Carriers will ship via Purolator LCBO will provide pre-printed waybills
- 2.8.3 Carriers to stores must be packed in a manner to ensure they arrive to stores undamaged via ground service. Individual boxes/packages to stores should not exceed 12 KG
- 2.8.4 Carrier shipments must originate in the Province of Ontario, or be inducted into the Purolator system in Ontario.
- 2.8.5 Shipments to Marco Warehouse (please refer to Schedule A for more details)
- 2.8.6 Carriers to be bundled in 125's, with a supplied Marco code clearly labelled on four (4) sides of each skid and noted on the packing slip

Marco Shipping Address  
470 Hardy Road  
Brandtford, ON N3V 6T1  
Attn: Angela McComb  
1-519-751-2227 ext 432

- 2.8.7 Supplied die-line might need minor adjustments to create easier assembly. Selected respondent to make allowances for this adjustment during approval stage.

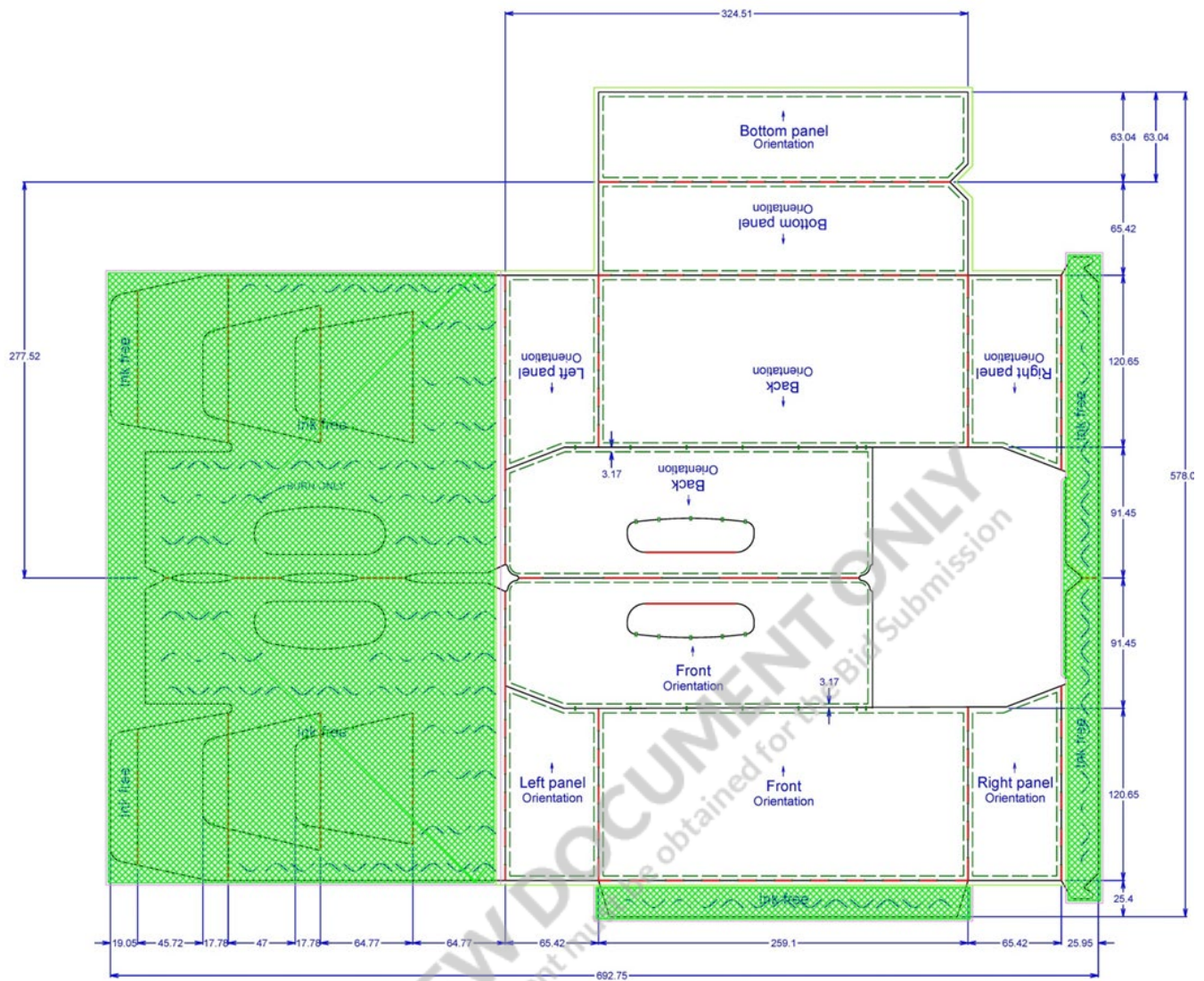


Figure 1.1 Flat Die-Line & Gluing Detail

## 1) Finished Carrier Images

Figure 1.2 Side View



Figure 1.3 Side View with Cans



Figure 1.4 Top View

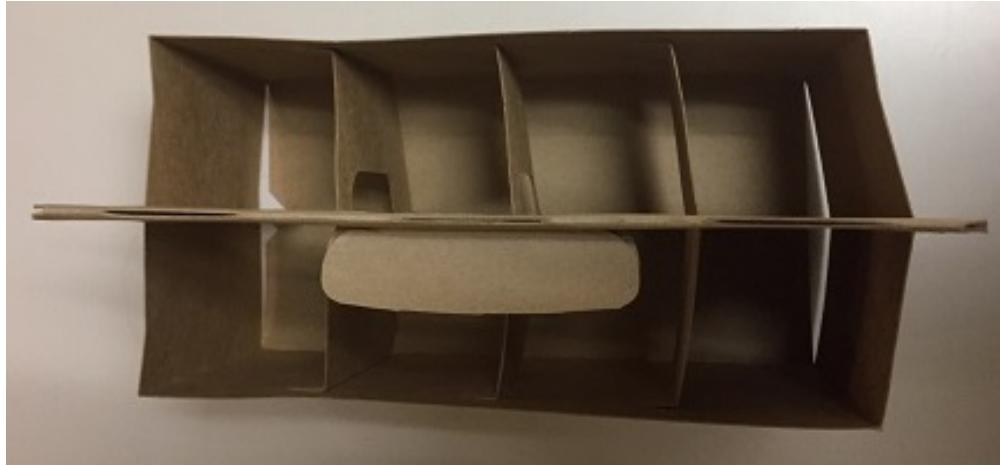
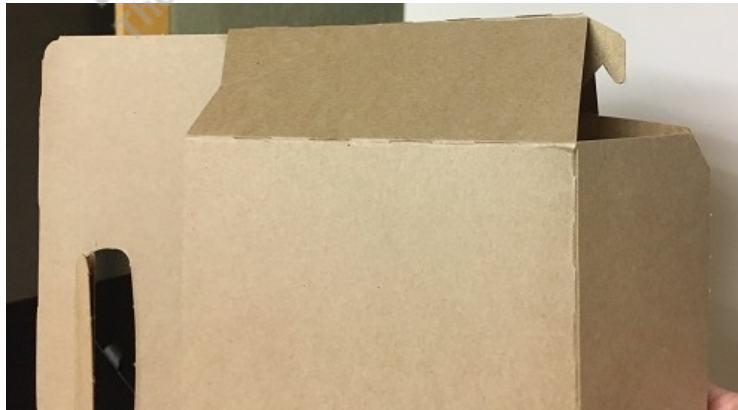


Figure 1.5 End View



Figure 1.6 Bottom "Hook" Detail





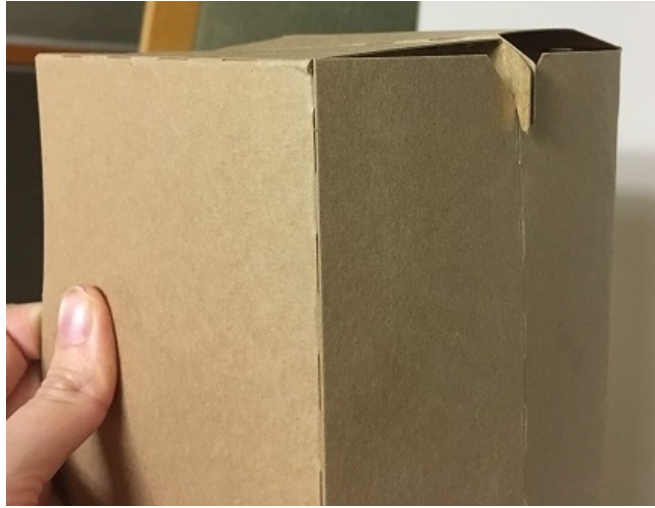


Figure 1.7 Finished Flat for Shipping



## 2) Reference Sample

Reference samples of eight-pack beer carriers are available to interested bidders. Any bidder that wishes to receive a sample must submit a request to the LCBO Procurement Advisor [charlotte.maruno@lcbo.com](mailto:charlotte.maruno@lcbo.com) prior to the Deadline for Enquiries.

### 3.1 Quality Control

- 3.1.1 The LCBO standard for reproduction, colour fidelity and overall quality should be regarded as very high. Merely “commercially acceptable” work will not necessarily be acceptable to the LCBO. The LCBO will make the final determination of acceptability.
- 3.1.2 The successful respondent must provide written attestation to following material and manufacturing requirements.
- 3.1.3 The LCBO reserves the right to randomly have carriers tested by a third-party to confirm compliance with the specifications of this RFQ.

- 3.1.4 The successful respondent will ensure that adequate quality control practices are in place to monitor the printing and finishing of all components. This practice must include regular sampling of all press runs, bindery and finishing.
- 3.1.5 The successful respondent must guarantee accuracy of count and print the required number of carriers. The successful respondent must make up shortages. Overs to a maximum of **1% total** ordered quantity will be accepted. Overs must be billed at quoted additional cost per 1,000, at the same time. Successful respondent must guarantee accuracy of count and print the required number of components. Successful respondent must make up shortages. No overs will be accepted.

#### **4.1 Invoicing and Charges**

- 4.1.1 Each edition is to be invoiced upon completion. All invoices must quote RFQ number, P.O. Number (if issued) and Project Title as indicated in header of this RFQ. Additionally, copies of all approved additional costs must accompany invoices and detailed in description of costs in the invoice. **INVOICES MUST BE RECEIVED WITHIN TEN (10) DAYS OF SHIP DATE.**
- 4.1.2 Any and all additional charges must be quoted and approved.
- 4.1.3 ABSOLUTELY no charges shall be paid by the LCBO except upon prior written consent of LCBO. Unsupported costs will not be approved for payment. All invoices should be directed to Marketing Communications Department 903, Attention: Production Manager.
- 4.1.4 Early Payment Terms: If offered all invoices must be submitted with supporting documentations in PDF format via email to [marketinginvoices@lcbo.com](mailto:marketinginvoices@lcbo.com). All invoices must be dated the same date as on email. Discount term must allow for a minimum of ten (10) days for processing.

**The provision of the Project Requirements will be governed by the terms and conditions set out in Appendix E.**

## APPENDIX B – RESPONSE SUBMISSION INFORMATION

### 1.1 Mandatory Submission Requirements

Each quotation must include:

- 1.1.1** a Quotation Form (Appendix C) completed and signed by the bidder;
- 1.1.2** a Rate Bid Form (Appendix D) completed;
- 1.1.3** Certification that supports good forest management practices and chain of custody certification to support this for example FSI, FSC, PEFC.

Quotations that do not include all the above documentation will be rejected.

**PREVIEW DOCUMENT ONLY**  
The original document must be obtained for the Bid Submission

## APPENDIX C – QUOTATION FORM

<b>Request for Quotation No.</b>	2021-903-041
<b>Project Title</b>	Manufacturing, Printing, Finishing and Shipping of Eight-Pack Beer Carriers
<b>LCBO Contact</b>	Charlotte Maruno, Procurement Advisor

### 1.1 Bidder Information

<b>Please fill out the following form, and name one person to be the contact for this RFQ response and for any clarifications or amendments that might be necessary.</b>	
Full Legal Name of Bidder:	
Any Other Relevant Name under Which the Bidder Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Contact Person and Title:	
Contact Phone:	
Contact Facsimile:	
Contact E-mail:	

### 1.2 Acknowledgement of Terms of Reference and Governing Law

The bidder acknowledges that this RFQ process will be governed by the specific Terms of Reference and Governing Law set out in this RFQ, and that, among other things, the Terms of Reference and Governing Law confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the LCBO issues a purchase order or the LCBO and the selected bidder enter into a contract in writing.

### 1.3 Ability to Provide Project Requirements

The bidder has carefully examined this RFQ and has a clear and comprehensive knowledge of the Project Requirements required. The bidder represents and warrants its ability to provide the Project Requirements in accordance with the requirements of the RFQ for the pricing set out below.

## 1.4 Conflict of Interest

Prior to completing this portion of the Quotation Form, bidders should refer to the following definition of Conflict of Interest:

**“Conflict of Interest”** includes, but is not limited to, any situation or circumstance where

- (a) in relation to the bidding process, the bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, information in the preparation of its quotation that is confidential and not available to other bidders, (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process, or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process and render that process non-competitive and unfair; or
- (b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the bidder’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

If the box below is left blank, the bidder will be deemed to declare that (i) there was no Conflict of Interest in preparing its quotation; and (ii) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

Otherwise, if the statement below applies, check the box.

- ☐ The bidder declares that there is an actual or potential Conflict of Interest relating to the preparation of its quotation, and/or the bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

If the bidder declares an actual or potential Conflict of Interest by marking the box above, the bidder must set out below details of the actual or potential Conflict of Interest:

---

---

---

## 1.5 Confidential Information of Bidder

A bidder should identify any information in its quotation or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the LCBO. The confidentiality of such information will be maintained by the LCBO, except as otherwise required by law (including, without limitation the requirements of the Freedom of Information and Protection of Privacy Act, as amended from time to time) or by order of a court or tribunal. Bidders are advised that their quotations will, as necessary, be disclosed on a confidential basis, to the LCBO’s advisers retained

for the purpose of evaluating, participating in the evaluation of their quotations or contract finalization. If a bidder has any questions about the collection and use of confidential information pursuant to this RFQ, questions are to be submitted to the LCBO Contact.

---

Signature of Bidder Representative

---

Name and Title

Date:

**I have authority to bind the bidder.**

**PREVIEW DOCUMENT ONLY**  
The original document must be obtained for the Bid Submission

## APPENDIX D – RATE BID FORM

**Refer to Excel spreadsheet attached to this RFQ.**

Pricing must be provided in Canadian funds.

The Bidder confirms that the pricing information provided is accurate. The Bidder acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

The Bidder acknowledges that, (i) except for pricing items that are specifically identified as being paid separately in the pricing table or instructions above, the pricing includes all applicable duties and taxes except Harmonized Sales Tax (HST), which should be itemized separately, all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the LCBO, 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; (ii) regardless of any other provision, the LCBO will not reimburse any expenses incurred for hospitality, meals, food or incidental expenses.

PREVIEW DOCUMENT  
The original document must be obtained for the Bid Submission

**SCHEDULE A**  
**MARCO General Inbound Compliance Regulations**

It is the responsibility of The Marco Corporation (Marco) to perform a receiving inspection of all incoming merchandise. For non-conforming merchandise or damages, the shipment may be refused or held in our receiving area until the successful Respondent provides further instruction.

On Site Unloading/Loading Worker Safety All carriers are required to follow all WSPS Safety Standards pertaining to Unloading/ Loading Trailers.

Warehouse Location & Appointment Information

ADDRESS: 470 Hardy Road, Brantford ON, N3V 6T1 PHONE NUMBER:

(519) 751-2227 ext 432

E-MAIL ADDRESS: [receivingappt@themarcocorporation.com](mailto:receivingappt@themarcocorporation.com)

RECEIVING IS SCHEDULED BY APPOINTMENT between 7:00 a.m. and 9:00 p.m., Monday to Friday.

(special circumstances may be accommodated during regular operating hours which are from 7:00 am to 11:00 pm)

REQUESTS FOR DELIVERY will be scheduled within 48 hours under normal circumstances and an appointment number will be assigned. This number needs to be referenced on the driver's paperwork upon arrival.

The LCBO PO number must be provided when making an appointment.

Loose cartons or couriers (small deliveries) do not require an appointment.

The Marco Corporation Supplier Receiving Standards Parking Lot Speed Limit 5 MPH All truck engines must be turned off before unloading/ loading trailers All drivers must report to the driver entrance lobby window and will only be allowed on the dock under special circumstances and must be accompanied by a Marco employee All trailers must be in acceptable condition, for both cleanliness and repair Drivers must have the following identification:

- A. Current Photo Drivers License
- B. Proof of Insurance
- C. Proper Paper Work (Purchase Order, BOL)

In Bound Shipment Documentation

**PACKING SLIP REQUIREMENTS**

Required Information for each Line Item:

Product Description

Marco Item Number

Respondent Item Number (If Applicable)

Number of Units/Each

Number of Cartons

Back Order Status

If any of this information is not provided, payment could be delayed as could the receiving process.

**BILL OF LADING (BOL)**

All Purchase Order numbers must be referenced on the BOL.



BOL must be filled out to show the actual carton/piece count first, the number of pallets and the total weight. Drivers must have the ability to verify the carton/piece count at time of loading and sign for verification unless the shipment is stamped 'Subject to Count'.

Drivers must Date, Sign and print their name legibly on the BOL.

All Respondents using 3rd Party Logistics to distribute their product must ensure that the Respondent's Name appears in the Shipper Info. Respondent must be listed first, followed by that of the 3rd Party Company.

Receiving Product Palletized, Floor Loaded, Container

Palletized: When the supplier/Respondent ships on pallets, Marco will off load the trailer. In the event that a trailer is sealed, the driver is responsible to break the seal and verification, both before and after unloading of trailer.

Floor loaded: When the supplier ships product dead stacked on the floor of the trailer, the supplier's Carrier is required to unload the trailer and provide product palletized on our receiving dock meeting our palletized requirements. (Tier)

Sea Container: When the supplier ships by container it is required that the Carrier breaks the seal and inspects the product for any water damage, crushed cartons, mildew on cartons, etc. Marco will unload the container and sweep the container.

Pallet Design & Specifications:

2-Way Entry pallets are rated for a load capacity of 1250 lbs across a 44" free span.

They are a 48"x 40", notched stringer, 4-Way Entry for fork tines and 2-Way Entry for pallet jacks.

Nails that protrude above the wood on any location of the pallet are not acceptable.

Cracked and/or damaged stringers are not acceptable.

Driver must transfer merchandise on non-acceptable pallets to acceptable pallets (see above).

Driver must remove all non-acceptable pallets from Loading Dock.

Pallets may be pin wheeled to allow for full trailer utilization.

Merchandise must be stacked to a maxim of 5 Feet (54" or less) high including pallet height of 5".

Double Stacks: Pallets may be double stacked in the trailer, providing the weight and/or height will permit it.

Material must not extend beyond the edges of the pallet (oversize items excluded).

All pallets must be securely wrapped or banded.

Damaged Product:

The Marco Corporation reserves the right to accept or refuse all cartons with cosmetic imperfections. Cartons are reported as damaged or refused if any of the following criteria are met:

Dents in carton or corner of carton and contents possibly affected

Carton has a minor crease or scrape and contents could be affected

Torn handle on carton and contents may be affected

Any visible puncture holes or tears in carton and contents could be affected

Packing tape torn, ripped or not secured properly and contents possibly affected

## 1. IMPORTANT:

(i) All invoices are to be forwarded to attention: the address on the front of this Purchase Order. (ii) Purchase Order Number must appear on all invoices, packages, packing list, B/L and correspondence.

## 2. PRODUCTS

For the purposes of this Purchase Order, "PRODUCTS" shall mean any and all goods described on the front page of this Purchase Order ("Goods") and services described on the front page of this Purchase Order ("Services")

## 3. APPLICATION OF TERMS AND CONDITIONS OF PURCHASE

Notwithstanding the issuance of these Terms and Conditions of Purchase with a Purchase Order or anything else set out herein, if the SUPPLIER and the LCBO have entered into a separate, written agreement with respect to the supply of the specific PRODUCTS or SERVICES (the "Existing Agreement") the Existing Agreement shall take precedence and shall apply to the supply of the PRODUCTS or SERVICES and these Terms and Conditions of Purchase shall be of no legal effect with respect to the supply of the PRODUCTS or SERVICES.

## 4. MATERIAL FORMING PART OF AGREEMENT

Any RFQ or RFP issued by the LCBO in relation to the PRODUCTS, the SUPPLIER's Response thereto including any appendices), together with this Purchase Order (including the Terms and Conditions of Purchase) are collectively referred to as the "AGREEMENT" and constitute the entire agreement among the parties. In the event of any inconsistency among the documents, this Purchase Order (including the Terms and Conditions of Purchase) shall prevail.

## 5. ACCEPTANCE OF TERMS AND CONDITIONS

Supply of the PRODUCTS or any part thereof by the SUPPLIER shall be deemed to constitute acceptance of these TERMS AND CONDITIONS OF PURCHASE unless clause 3 applies. Any of the SUPPLIER'S terms and conditions which are in addition to or inconsistent with these TERMS AND CONDITIONS OF PURCHASE will be considered as proposals for addition to this AGREEMENT and will not be binding unless agreed to in writing by the LCBO.

## 6. MODIFICATIONS

No modification of this AGREEMENT and no waiver of any rights under this AGREEMENT shall be valid or binding on the parties unless the same be in writing. Failure of the LCBO to insist upon strict performance of this AGREEMENT or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver of such performance, or any other covenants or agreements, but the same shall be and remain in full force and effect.

## 7. ASSIGNMENT AND SUBCONTRACTING

The SUPPLIER agrees not to assign or subcontract ANY portion of its rights or obligations under this AGREEMENT without the prior written consent of the LCBO. The SUPPLIER shall designate in writing to the LCBO all subcontractors and shall not subsequently change such subcontractors without the LCBO's prior written approval. This AGREEMENT shall be binding on the successors and permitted assigns of the SUPPLIER.

## 8. STANDARD OF PRODUCTS

The SUPPLIER shall ensure that all PRODUCTS are provided in accordance with all applicable laws, regulations and codes, including, but not limited to, the LCBO Supplier Code of Business Conduct ([www.doingbusinesswithlcbo.com/tro/Forms-Documents](http://www.doingbusinesswithlcbo.com/tro/Forms-Documents)), and in all instances by qualified personnel. Where the PRODUCTS include services, the SUPPLIER agrees to provide all labour, supplies and equipment necessary for the performance of such services and completion of all required deliverables.

## 9. WARRANTY

The SUPPLIER expressly warrants that, where the PRODUCTS include Goods: (i) the Goods are of good and merchantable quality and shall comply with the SUPPLIER'S specifications, and with all specifications contained in the RFQ or RFP and the SUPPLIER's Response furnished to the LCBO with respect to the goods; (ii) the Goods are fit for the purposes for which the goods are intended to be used; (iii) the Goods are transferred to the LCBO free and clear of all liens, encumbrances and rights of others; and (iv) the Goods have been manufactured in a good and workmanlike manner in compliance with requirements of all applicable laws. Where the PRODUCTS include services, SUPPLIER hereby represents and warrants that the Services shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations. The foregoing warranties are in addition to and shall not derogate from any express warranty of the SUPPLIER or any other right or remedy which the LCBO may have under applicable law.

## 10. INSPECTION

All PRODUCTS will be subject to inspection and approval by the LCBO, within a reasonable time after delivery or pick up or performance, as the case may be. The LCBO reserves the right at all times to cancel and repudiate this AGREEMENT without further liability if, upon inspection of the PRODUCTS delivered, it is determined that the PRODUCTS are defective in any manner, do not comply with federal or provincial standards established for products of that description, do not match any sample of the PRODUCTS previously submitted to the LCBO by the SUPPLIER and accepted by it or are not to the satisfaction of the LCBO. The LCBO shall notify the SUPPLIER who shall immediately refund to the LCBO any amounts paid by the LCBO for the PRODUCTS including all costs of removing or destroying the PRODUCTS. All costs, expenses, loss or damage resulting from such cancellation will be the sole liability of the SUPPLIER. The LCBO reserves the right to issue a rectification notice to the SUPPLIER setting out the manner and time-frame for rectification (including without limitation, the replacement of goods not accepted or the correction of any services not accepted) and the SUPPLIER shall forthwith make the necessary replacements, corrections at its own expense as specified by the LCBO in a rectification notice.

## 11. PERFORMANCE BY NAMED INDIVIDUALS ONLY

Where the PRODUCTS include services, only those individuals approved by the LCBO shall perform the Services on behalf of the SUPPLIER. The SUPPLIER shall use commercially reasonable efforts to maintain continuity by using the same personnel to perform the Services throughout the project. The SUPPLIER shall not replace or substitute any of the individuals approved by the LCBO without the prior written approval of the LCBO, which may not be arbitrarily or unreasonably withheld. If the LCBO, in its sole discretion, deems any of the SUPPLIER's personnel to be inappropriate, the LCBO may require the SUPPLIER to replace such personnel. The SUPPLIER shall immediately, upon receipt of the LCBO's request, remove any individual performing the Services.

## 12. PAYMENT

Payment for PRODUCTS is conditional upon the following conditions, which are all to be completed to the LCBO's satisfaction, and which are included for its sole benefit, and which it may waive in writing in whole or in part: (a) delivery of the PRODUCTS in accordance with this AGREEMENT; (b) receipt of invoices; and (c) compliance with all terms of this AGREEMENT. Unless payment terms are set out in the RFQ or on the front page of this AGREEMENT, the SUPPLIER shall invoice the LCBO following delivery of the PRODUCTS.

## 13. EXPENSES

The LCBO is not responsible for any expenses incurred by the SUPPLIER that are not pre-approved in writing by the LCBO and charged in accordance with LCBO's Administration Manual, as may be amended or replaced from time to time. The SUPPLIER shall list expenses as separate line items on its invoices, and shall support all such expenses with receipts.

## 14. DEDUCTION FROM PAYMENTS

Notwithstanding any other provision in this AGREEMENT, the LCBO may withhold any payment or payments otherwise due to the SUPPLIER upon completion (i) until the SUPPLIER provides satisfactory evidence to the LCBO that all required inspections by authorities having jurisdiction have been made and has passed all such inspections or (ii) if, in the opinion of the LCBO, acting reasonably, the SUPPLIER has failed to comply with any terms of the AGREEMENT.

## 15. TITLE

Title to and risk of the Goods shall pass to the LCBO upon acceptance of the Goods by the LCBO, such acceptance not to occur, however, prior to all required testing of the Goods being completed to the satisfaction of the LCBO.

## 16. PRICING

The PRODUCTS must not be delivered at a higher price than quoted, except for the inclusion of the Harmonized Sales Tax. The SUPPLIER must also not change the specific quantity of PRODUCTS ordered nor make any substitutions without the prior written consent of the LCBO. No charges for packaging, crating, freight, installation or set-up will be paid unless specified in this AGREEMENT. All Goods must be packed in conformity with tariff or classification requirements so as to secure lowest possible freight rates. It is understood that the LCBO shall receive benefits of any decrease in freight rates between the time of quotation and date of shipment in any case where freight enters into the price quoted. The SUPPLIER shall separately state on its invoices to the LCBO, any charges of packaging, crating, freight, installation or set-up.

## 17. CHANGES

The LCBO may, without invalidating this AGREEMENT, make changes to the PRODUCTS consisting of additions, deletions or other revisions to the PRODUCTS by change request, and the price and time shall be adjusted accordingly upon agreement of the parties. All such changes to the PRODUCTS shall be performed in accordance with the terms and conditions of the AGREEMENT. Any claims for the extension of time needed to perform such change to the PRODUCTS must be agreed upon at the time of ordering such change. The SUPPLIER shall make no other claims for such change, including claims relating to the impact of changes to the PRODUCTS unless the same shall be agreed upon in writing by the LCBO prior to the performance of such change. In case of any disputes over the appropriate adjustment of the price, the SUPPLIER shall proceed with the change without prejudice to the rights of either party to make a claim.

## 18. SET OFF

Should the SUPPLIER fail to refund the LCBO any amounts owing pursuant to clauses 10 or 16, the LCBO may set off any amounts so owing from any future order placed with the SUPPLIER.

## 19. WAIVER AND RELEASE

Upon receipt of final payment, the SUPPLIER waives and releases the LCBO from all claims against the LCBO including without limitation those that might arise from the negligence of or breach of AGREEMENT by the LCBO.

## 20. LCBO INTELLECTUAL PROPERTY

The SUPPLIER agrees that any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity ("Intellectual Property") and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the LCBO to the SUPPLIER shall remain the sole property of the LCBO at all times, shall not be furnished to any other party and shall be returned to the LCBO upon request. No copies of the specifications, drawings, designs or data are to be made without the prior written authority of the LCBO.

## 21. NO USE OF LCBO MARKS

The SUPPLIER shall not use any mark or logo of the LCBO except where required to provide the PRODUCTS, and only if it has received the prior written permission of the LCBO to do so.

## 22. OWNERSHIP OF MATERIALS

The LCBO shall be the sole owner of all right, title and interest in any designs, drawings, sketches, graphic representations, specifications, computer generated designs, papers, data, reports, plans and other materials and documents created by the SUPPLIER to carry out services under this AGREEMENT (the "Materials") and no use of the same shall be made, nor may ideas obtained therefrom be used except with written approval from the LCBO. All such Materials are to be delivered to the LCBO at termination of this AGREEMENT unless otherwise specified. All Intellectual Property in the Materials shall accrue continuously to the LCBO as Materials are continuously created. The SUPPLIER irrevocably assigns to and in favor of the LCBO and the LCBO accepts every right, title and interest (including all Intellectual Property) in and to all Materials, immediately following the creation thereof, for all time.

### 23. THIRD PARTY INTELLECTUAL PROPERTY

The SUPPLIER represents and warrants that the provision or use of the PRODUCTS shall not infringe or induce the infringement of any third-party Intellectual Property rights.

### 24. MORAL RIGHTS

Where requested by the LCBO, the SUPPLIER shall obtain waivers of all rights of integrity and any other moral rights in relation to the Materials from its employees, volunteers, agents and subcontractors and from any other party in the position to assert such rights in relation to any of the Materials, which waivers may be invoked without restriction by any person authorized by the LCBO to use the Materials.

### 25. DAMAGE TO PROPERTY

Damage caused by the SUPPLIER to property other than its own shall be reported immediately to the LCBO, and the SUPPLIER shall be responsible for its repair and for all consequential losses arising from the damage.

### 26. PERMITS, TAXES

The SUPPLIER shall obtain and pay for all permits, fees and licences necessary for the performance of this AGREEMENT and shall pay any and all federal, provincial and municipal taxes, which are incurred in the performance of this AGREEMENT.

### 27. WORKERS' COMPENSATION

At any time during the subsistence of this AGREEMENT when requested to do so by the LCBO, the SUPPLIER shall provide such evidence of compliance by itself and any or all of its subcontractors with all requirements with respect to payments due under the *Workplace Safety Insurance Act* (Ontario).

### 28. INSURANCE

Where required by the LCBO and where the PRODUCTS include any services, the SUPPLIER shall obtain at his own expense and keep in force during the term of this AGREEMENT, commercial general liability insurance for third party bodily injury and property damage with minimum inclusive limits as follows: Five Million Dollars (\$5,000,000) per occurrence. Such insurance shall indicate that it includes contractual liability coverage applicable to the indemnity provisions of this AGREEMENT and shall include employers liability, non-owned automobile liability and products and completed operations coverage. Such insurance shall include the LCBO and any other entity that the LCBO, acting reasonably, may require as additional insureds, shall contain cross liability and severability of interests clauses and shall be primary and not call into contribution any other insurance available to the LCBO. Where required by the LCBO, the SUPPLIER shall also maintain (i) standard automobile insurance providing third party liability insurance in limits of not less than Five Million Dollars (\$5,000,000) per occurrence, and (ii) professional liability or errors & omissions liability insurance, insuring liability for errors and omissions in the performance or failure to perform the SERVICES contemplated in this AGREEMENT, in the amount not less than Two Million Dollars (\$2,000,000) per claim and in the annual aggregate and for twelve months following completion of the services. The SUPPLIER shall ensure that its insurance carrier shall furnish to the LCBO such evidence of coverage as may be required by the LCBO, including a copy of the insurance policies if requested by the LCBO. The SUPPLIER shall ensure that such insurance may not be cancelled or amended unless the insurer gives the LCBO thirty (30) days' prior written notice of any such cancellation or amendment of such insurance.

### 29. INDEMNIFICATION

The SUPPLIER agrees to indemnify and save harmless the LCBO, its officers, board members, agents and employees, from and against any and all third party claims, demands, losses, costs, damages, actions, suits, or proceedings and of whatsoever kind or nature arising out of or attributable to the PRODUCTS supplied by the SUPPLIER or the SUPPLIER's performance (or non-performance) of this AGREEMENT, including that of its servants, agents and employees and by any subcontractors engaged by the SUPPLIER, and their servants, agents and employees, including without limitation any actions, claims, damages or expenses in any manner arising from: (i) any actual or alleged infringement or any patent, copyright, trademark or other proprietary or industrial property right, or (ii) any breach of the warranties as set forth in clauses 9 or 23 of these conditions, as a result of the purchase and the use by the LCBO of any of the PRODUCTS.

### 30. INDEPENDENT SUPPLIER

The SUPPLIER is acting as an independent contractor in the performance of this AGREEMENT and shall not be deemed to be an employee, partner, agent, or in joint venturer with, the LCBO.

### 31. CONFIDENTIALITY

The SUPPLIER shall keep strictly confidential any information regarding the LCBO which the SUPPLIER obtains in the course of providing the PRODUCTS (including trade secrets, know how, techniques, processes, programs, documentation, data, service manuals, technical reports, and financial information) except as is otherwise necessary for the delivery of the PRODUCTS. In addition, the SUPPLIER acknowledges that information it may receive from the LCBO may contain information about identifiable individuals ("Personal Information") and agrees it use any and all Personal Information provided to it by the LCBO only to fulfill its obligations under this AGREEMENT and for no other purpose and in any event, in accordance with the requirements of applicable legislation in respect of the protection of personal information. Without limiting the foregoing, the SUPPLIER further agrees that it shall (i) not disclose any Personal Information to any other entity in whole or in part, (ii) return

or destroy the Personal Information as and when directed by the LCBO, and in any event upon the expiry or termination of this AGREEMENT, unless required by law to retain such Personal Information for a longer period of time, (iii) co-operate with the LCBO in granting timely access to the Personal Information of a specific individual, if such individual has requested access through the LCBO and promptly refer to the LCBO any requests it receives for access to, amendments of or complaints about the Personal Information, (iv) maintain appropriate security in respect of the Personal Information and permit the LCBO, on prior notice, to have reasonable access to its facilities and records to review the same, and (v) notify the LCBO immediately of any breach of this clause 31 and co-operate with the LCBO to remedy the same. The SUPPLIER acknowledges that the LCBO is an institution to which the *Freedom of Information and Protection of Privacy Act* (Ontario) applies.

### 32. TERMINATION

The LCBO may, without liability, cost or penalty, terminate this AGREEMENT immediately for cause, if any of the following occur: (a) the SUPPLIER is adjudged bankrupt or is insolvent according to the provisions of the *Bankruptcy and Insolvency Act*, R.S.C 1985, c.B-3, as amended, and the regulations made thereunder; (b) a receiver or trustee of the SUPPLIER's property and affairs is appointed; (c) the SUPPLIER makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, is petitioned into bankruptcy, or files for the appointment of a receiver; (d) the SUPPLIER is in breach of any of the terms of this Agreement; (e) where there is any change in the ownership or control of the SUPPLIER; (f) where the SUPPLIER transfers or assigns any rights under this Agreement; or (g) the PRODUCTS provided by the SUPPLIER are unsatisfactory to the LCBO. The LCBO reserves the right to cancel any order for Goods in whole or in part at any time at the SUPPLIER's expense and risk for the SUPPLIER's failure to meet the delivery deadlines specified. The LCBO shall also have the right to terminate this AGREEMENT, without liability, cost or penalty upon thirty (30) days written notice to the SUPPLIER.

### 33. SUPPLIER'S PAYMENT UPON TERMINATION

The LCBO shall only be responsible for the payment of the PRODUCTS provided under the AGREEMENT up to and including the effective date of any termination. Termination shall not relieve the SUPPLIER of its warranties and other responsibilities relating to the PRODUCTS provided or money paid. In addition to its other rights of hold back or set off, the LCBO may hold back payment or set off against any payments owed by the LCBO to the SUPPLIER if the SUPPLIER fails to comply with its obligations on termination.

### 34. RIGHTS NOT EXCLUSIVE

The express rights and remedies of the LCBO set out in the AGREEMENT are in addition to and shall in no way limit any other rights or remedies of the LCBO under the AGREEMENT, at law or in equity.

### 35. CONFLICT OF INTEREST

The SUPPLIER shall disclose any real, apparent or potential conflict of interest that comes to its attention at any time prior to delivery of the PRODUCTS and during the performance of its obligations under the AGREEMENT. The SUPPLIER shall accept any determination by the LCBO, including termination of the AGREEMENT, as a result of any conflict.

### 36. NOTICES IN WRITING

Addresses for the LCBO and the SUPPLIER are set out on the front page of this AGREEMENT. Notices in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered by hand, courier, or confirmed fax transmission or by registered post; or if sent by regular post, to have been delivered within five (5) working days after the date of mailing.

### 37. GOVERNING LAW and CURRENCY

The validity, interpretation, construction and effect of this AGREEMENT shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, excluding the United Nations Convention on Contracts for International Sale of Goods, signed in Vienna on April 11, 1980. All references to monetary amounts are references to Canadian Dollars. Except as expressly set forth on the face of this AGREEMENT, the prices quoted herein are inclusive of all sales and similar taxes, duties, brokers fees, levies and similar amounts, excepting Harmonized Sales Tax.

### 38. AMENDMENTS

Any changes to this AGREEMENT shall only be made by written amendment signed by the LCBO and the SUPPLIER. No changes shall be effective or shall be carried out in the absence of such an amendment.

### 39. SEVERABILITY

If any term or condition of the AGREEMENT, or the application thereof to the parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of the AGREEMENT, and the application of such term or condition to the parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

### 40. TIME OF THE ESSENCE

Time is of the essence hereof.

### 41. SURVIVAL

The provisions of clauses 9, 29 and 31 shall continue in force indefinitely, even after this AGREEMENT ends or terminates.

### 42. For Computer suppliers only

Invoices must be itemized as documented within the Purchase Order. Itemizing each item or group of items by Technical Request number.