



LCBO NOTICE OF INTENDED PROCUREMENT AND TENDER NOTICE

Request for Quotation (RFQ): 2023-152
RFQ Title: Printing, finishing, and kitting of the LCBO 2023 Holiday Bottle Neck Tags ("Neck Tags")
Issue Date: October 2, 2023
LCBO Contact: Robert Babin, Senior Manager - Procurement Services
Contact email: robert.babin@lcbo.com
Questions Deadline: October 6, 2023 at 11:59:59 PM local time (Toronto)
Submission Deadline: October 12, 2023 at 2:00:00 PM local time (Toronto)

The RFQ is **available for download** through LCBO's designated tender site, **Biddingo.com**. For information on obtaining a subscription to Biddingo to obtain the tender document, please go to www.biddingo.com.

Bids must be completed, signed and dated and **must be submitted** via the **Bonfire** electronic bidding system at <https://lcbo.bonfirehub.ca/projects/71650/details>

Bids shall be submitted on or before the Submission Deadline via the Biddingo electronic bidding system. 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 LCBO requires Printing, finishing, and kitting of the LCBO 2023 Holiday Bottle Neck Tags ("Neck Tags") as per the requirements provided in APPENDIX B – RFQ PARTICULARS.

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

Information Session: NO

Site Meeting: NO

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

LCBO

**Request for Quotations
for
Printing, Finishing and Kitting of
LCBO Holiday Bottle Neck Tags**

Request for Quotations No.: **2023-152**

Issued: **October 2, 2023**

Submission Deadline: **October 12, 2023 local time**

Submission Link: <https://lcbo.bonfirehub.ca/projects/71650/details>

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

1.1.1 Invitation

This Request for Quotations (the “RFQ”) is an invitation by the Liquor Control Board of Ontario (the “LCBO”) to prospective respondents to submit quotations for **the printing, finishing, and kitting of the LCBO 2023 Holiday Bottle Neck Tags (“Neck Tags”)**, as further described in Section A of the RFQ Particulars (Appendix B) (the “Deliverables”).

The LCBO is a Crown corporation wholly owned by the Province of Ontario and established under the provisions of the Liquor Control Board of Ontario Act, 2019. The LCBO’s mandate includes the control, distribution, and sale of beverage alcohol in a socially responsible manner in the Province of Ontario. Additional information about the LCBO is available on the LCBO website at www.LCBO.com.

Our mission at the LCBO is to be a best-in-class, customer-first, responsible retailer and wholesaler, while supporting our local, diverse communities and delivering value to Ontarians.

Through our enterprise-wide social impact and sustainability platform, Spirit of Sustainability (SoS), we consider our people, planet and partnerships in everything we do. We are committed to building and fostering an employee and customer experience and sense of belonging that is rooted in diversity, equity and inclusion, where employees and customers are heard, respected and valued for their differences. This is why we’re committed to doing business with diverse suppliers and vendors and providing our goods, services and communications in a way that respects the dignity and independence of persons with disabilities and the inclusion of Ontario’s diverse communities.

Diversity, inclusivity, accessibility and transparency are central to the way in which the LCBO operates, and we encourage the same of our suppliers.

1.1.2 Respondent Must Be Single Entity

The respondent must be a single legal entity that, if selected, intends to negotiate and enter into the Agreement with the LCBO. If the quotation is being submitted jointly by two (2) or more separate entities, the quotation must identify only one (1) of those entities as the “respondent”. The respondent will be responsible for the provision of the Deliverables.

1.1.3 Bidding System Registration

In order to download the RFQ documents, to ask questions in connection with this RFQ, and to receive addenda email notifications about any addenda issued by LCBO and to download any such addenda, all respondents must have a vendor account, with the Biddingo electronic bidding system used by the LCBO, located at <https://www.biddingo.com/>, and must be registered as a document taker for this opportunity.

For the purpose of submission of quotations, respondents will also need to have access to the Bonfire electronic bidding system ‘submission portal’ located at

<https://global.bonfirehub.com/portal/?tab=login>. This will enable the respondent to submit their quotation electronically through the bidding system.

For clarity, both <https://www.biddingo.com/> and <https://gobonfire.com> are recognized as the bonafide electronic bidding system(s) used by LCBO, for the purposes outlined above.

1.2 RFQ Contact

For the purposes of this procurement process, the “RFQ Contact” will be:

Robert Babin, Senior Manager – Procurement Services (robert.babin@lcbo.com)

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the LCBO, other than the RFQ Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent’s quotation.

1.3 Contract for Deliverables

1.3.1 Type of Contract

The selected respondent will be requested to enter into direct contract negotiations to finalize an agreement with the LCBO for the provision of the Deliverables (the “Agreement”). The terms and conditions found in the Appendix A are to form the basis for commencing negotiations for between the LCBO and the selected respondent, and are subject to change.

1.3.2 Term of Contract

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

1.4 RFQ Timetable

1.4.1 Key Dates

Issue Date of RFQ	October 2, 2023
Deadline for Questions	October 6, 2023 at 11:59:59 PM local time (Toronto)
Submission Deadline	October 12, 2023 at 2:00pm local time (Toronto)
Rectification Period	Two (2) business days
Anticipated Execution of Agreement	October 16, 2023

The RFQ timetable is tentative only and may be changed by the LCBO at any time, upon notice to the respondents via an addendum to this RFQ (see Part 3, Section 3.2.2). For greater clarity, “Business Day” means any day between 8:00 a.m. and 4:00 p.m. local time (Toronto), Monday to Friday inclusive, but excluding weekends, statutory holidays and other days on which the LCBO has elected to be closed for business.

1.5 Submission Instructions

1.5.1 Submission of Quotations

Quotations must be submitted electronically through the bidding system at:

<https://lcbo.bonfirehub.ca/projects/71650/details>

Proposals submitted by other methods (e.g. mail, email, fax, etc.) will not be accepted.

LCBO shall not be responsible for any technical issues including, but not limited to, network or power failures, computer failures, Internet browser issues, and mistakes and errors in filling the quotation that cause respondents to submit responses after the Submission Deadline. In the event of any technical issues, respondents should contact the bidding system's technical support.

LCBO IS NOT LIABLE TO ANY RESPONDENT FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THE RESPONDENT'S USE OF ANY 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.

1.5.2 Quotations to Be Submitted on Time

Quotations must be finalized and fully uploaded to the bidding system on or before the Submission Deadline. The time of receipt of quotations shall be determined by the bidding system web clock. Late quotation submissions will not be accepted by the bidding system and will be disqualified as late.

Respondents are cautioned that the timing of submission is based on when the quotation is received by the bidding system, not when a quotation is submitted by a respondent. As transmission can be delayed due to file transfer size, transmission speed, or other technical factors, respondents should plan to submit quotations well in advance of the Submission Deadline to avoid submitting them late due to technical issues. Respondents submitting near the Submission Deadline do so at their own risk.

Respondents will receive an on-screen confirmation number and the bidding system will send a confirmation email to the respondent advising the respondent as to when the quotation was submitted successfully. If you do not receive a confirmation email, contact the bidding system's technical support immediately.

1.5.3 Quotations to Be Submitted in Prescribed Format

Quotation materials should be prepared and submitted in accordance with the instructions in the bidding system, including any maximum upload file size.

Documents should not be embedded within uploaded files, as the embedded files may not be accessible or evaluated.

1.5.4 Amendment of Quotations

Respondents may amend their quotations prior to the Submission Deadline. However, the respondent is solely responsible for ensuring that the amended quotation is received by the bidding system by the Submission Deadline.

1.5.5 Withdrawal of Quotations

At any time throughout the RFQ process, until the execution of a written Agreement for provision of the Deliverables, a respondent may withdraw a submitted quotation. Prior to the Submission Deadline, respondents may withdraw a submitted quotation through the bidding system. To withdraw a quotation after the Submission Deadline, a notice of withdrawal must be sent to the RFQ Contact and must be signed by an authorized representative of the respondent.

[End of Part 1]

PREVIEW DOCUMENT ONLY
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PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

The LCBO will conduct the evaluation of quotations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which quotations comply with all of the mandatory submission requirements. If a quotation fails to satisfy all of the mandatory submission requirements, the LCBO will issue a rectification notice to the respondent contact, identifying the deficiencies and providing the respondent with an opportunity to rectify the deficiencies. The Rectification Period will begin to run from the date and time that the LCBO issues a rectification notice to the respondent. If the respondent fails to satisfy the mandatory submission requirements within the Rectification Period, its quotation will be rejected. The mandatory submission requirements are set out in Section C of the RFQ Particulars (Appendix B).

2.3 Stage II – Mandatory Technical Requirements

The LCBO will review the quotations to determine whether the mandatory technical requirements as set out in Section D of the RFQ Particulars (Appendix B) have been met. Questions or queries on the part of the LCBO as to whether a quotation has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3. Quotations that fail to meet the mandatory technical requirements will be rejected.

2.4 Stage III – Pricing

Stage III will consist of evaluating the submitted pricing of each qualified quotation in accordance with the price evaluation method set out in Section F of the RFQ Particulars (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

In the event that a respondent's pricing appears to be abnormally low in relation to the Deliverables, the LCBO may require the respondent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the respondent is unable to satisfactorily account for the abnormally low pricing, the LCBO may reject the quotation. The LCBO may also reject any quotation that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is not limited to, "front-loaded" pricing which contains inflated pricing for Deliverables to be provided or completed at the beginning of the Agreement, offset by understated pricing for Deliverables to be provided or completed later in the Agreement.

2.5 Selection of Top-Ranked Respondent

After the completion of Stage III, respondents with qualifying quotations will be ranked based on the price evaluation. In the event of a tie, the selected respondent will be determined by way of coin toss. Subject to the process rules contained in the Terms and Conditions of the RFQ

Process (Part 3), the top-ranked respondent will be invited to enter into negotiations to finalize an Agreement with the LCBO, in accordance with Part 3. There will be no legally binding relationship created with any respondent prior to the execution of a written Agreement. The terms and conditions found in the Appendix A are to form the basis for commencing negotiations between the LCBO and the selected respondent. Negotiations may include requests by the LCBO for supplementary information from the respondent to verify, clarify, or supplement the information provided in its quotation or to confirm the conclusions reached in the evaluation, and may include requests by the LCBO for improved pricing or performance terms from the respondent.

The LCBO intends to conclude negotiations and finalize the Agreement with the top-ranked respondent within the timeframe specified in the selection notice. A respondent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix B), provide requested information in a timely fashion, and conduct its negotiations expeditiously.

If the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix B) are not satisfied or if the parties cannot conclude negotiations and finalize the Agreement within the timeframe specified, the LCBO may discontinue negotiations with the top-ranked respondent and may invite the next-best-ranked respondent to enter into negotiations. This process will continue until an Agreement is finalized, until there are no more respondents remaining that are eligible for negotiations, or until the LCBO elects to cancel the RFQ process.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

Respondents should structure their quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

A respondent who submits conditions, options, variations, or contingent statements, either as part of its quotation or after receiving notice of selection, may be disqualified.

3.1.2 Quotations in English

All quotations are to be in English only.

3.1.3 No Incorporation by Reference

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

3.1.4 Past Performance

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

3.1.5 Information in RFQ Only an Estimate

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

3.1.6 Respondents to Bear Their Own Costs

The respondent will bear all costs associated with or incurred in the preparation and presentation of its quotation, including, if applicable, costs incurred for interviews or demonstrations. The LCBO will not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by a respondent as a result of participating in or otherwise in connection with, the RFQ

3.1.7 Quotation to be Retained by the LCBO

The LCBO will not return the quotation or any accompanying documentation submitted by a respondent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The LCBO makes no guarantee of the value or volume of work to be assigned to the selected respondent. The Agreement to be negotiated with the selected respondent will not be an exclusive contract for the provision of the described Deliverables. The LCBO may contract with others for goods and services which are the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFQ

3.2.1 Respondents to Review RFQ

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

3.2.2 All New Information to Respondents by Way of Addenda

This RFQ may be amended only by 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 to all respondents by addendum. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Respondents are responsible for obtaining all addenda issued by the LCBO.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the LCBO determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the LCBO may extend the Deadline for Issuing Addenda and the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify, and Supplement

When evaluating quotations, the LCBO may request further information from the respondent or third parties in order to verify, clarify, or supplement the information provided in the respondent's quotation. The LCBO may revisit, re-evaluate, and rescore the respondent's quotation or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Respondents

Once an Agreement is executed by the LCBO and a respondent, the other respondents may be notified directly in writing and will be notified by public posting of the outcome of the procurement process.

3.3.2 Debriefing

Respondents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests for debriefing must be submitted in writing to the RFQ Contact and must be made within sixty (60) days of such notification. The RFQ Contact will contact the respondent's representative to schedule the debriefing. Debriefings may occur in person at the LCBO's location or by way of conference call or other remote meeting format as prescribed by the LCBO. The intent of the debriefing is to provide feedback regarding the respondent's own quotation and is not for the purpose of discussing quotations submitted by other respondents.

3.3.3 Procurement Protest Procedure

Any respondent with concerns about the RFQ process is required to attend a debriefing prior to proceeding with a protest.

If, after attending a debriefing, the respondent wishes to challenge the RFQ process, it should provide written notice to the RFQ Contact in accordance with applicable procurement protest procedures. The written notice must contain:

- (a) a clear statement as to which procurement the respondent wishes to challenge;
- (b) a clear explanation of the respondent's concerns with the procurement, including specifics as to why it disagrees with the procurement process or its outcome; and
- (c) the respondent's contact details, including name, telephone number, and email address.

The LCBO will send an initial response to acknowledge receipt of the respondent's notice and indicate the date by which the LCBO will provide the respondent with a formal response.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFQ, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFQ process, the respondent 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 confidential information of the LCBO in the preparation of its quotation that is not available to other respondents;
 - (ii) having been involved in the development of the RFQ, including having provided advice or assistance in the development of the RFQ;
 - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFQ;

- (iv) communicating with any person with a view to influencing preferred treatment in the RFQ process (including, but not limited to, the lobbying of decision-makers involved in the RFQ process); or
 - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under an Agreement for the Deliverables, the respondent'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.

3.4.2 Disqualification for Conflict of Interest

The LCBO may disqualify a respondent for any conduct, situation, or circumstances, as determined by the LCBO, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

An existing supplier of the LCBO may be precluded from participating in the RFQ process in instances where the LCBO has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the existing supplier fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

3.4.3 Disqualification for Prohibited Conduct

The LCBO may disqualify a respondent, rescind a notice of selection, or terminate an Agreement subsequently entered into if the LCBO determines that the respondent has engaged in any conduct prohibited by this RFQ.

3.4.4 Prohibited Respondent Communications

Respondents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix C).

3.4.5 Respondent Not to Communicate with Media

Respondents must not, at any time directly or indirectly, communicate with the media in relation to this RFQ or any Agreement entered into pursuant to this RFQ without first obtaining the written permission of the RFQ Contact, which it may withhold, in its sole discretion.

3.4.6 No Lobbying

Respondents must not, in relation to this RFQ 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 selected respondent(s).

3.4.7 Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Respondents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the LCBO; deceitfulness; submitting quotations 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 RFQ.

3.4.8 Supplier Suspension

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

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments;
- (c) engaging in litigious conduct, bringing frivolous or vexatious claims against the LCBO, any of its board member, officers or employees in connection with the LCBO's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
- (d) any conduct, situation, or circumstance determined by the LCBO, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

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

3.5 Confidential Information

3.5.1 Confidential Information of the LCBO

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

- (a) is the sole property of the LCBO and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent Agreement for the Deliverables;

- (c) must not be disclosed without prior written authorization from the LCBO, which it may withhold in its sole discretion; and
- (d) must be returned by the respondent to the LCBO immediately upon the request of the LCBO.

3.5.2 Confidential Information of Respondent

A respondent 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 (i) as otherwise required by law (including, without limitation, the public access provisions of the *Freedom of Information and Protection of Privacy Act*, as amended from time to time) or by order of a court or tribunal; or (ii) where LCBO exercises its right to disclose information as set out below in Subsection 3.5.3 – “Ontario’s Open Data Directive”. Respondents are advised that their quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by the LCBO to advise or assist with the RFQ process, including the evaluation of quotations. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.

3.5.3 Ontario’s Open Data Directive

In accordance with the Ontario’s Open Data Directive and as part of Ontario’s commitment to open data, the LCBO may:

- i. publish the name of the successful respondent and the total value of the Agreement awarded under this RFQ; and
- ii. publish original data created or collected as an output of the Agreement.

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty, and without limitation:

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

3.6.2 No Contract until Execution of Written Agreement

This RFQ process is intended to solicit non-binding quotations for consideration by the LCBO and may result in an invitation by the LCBO to a respondent to enter into the Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created

between the respondent and the LCBO by this RFQ process until the execution of a written Agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

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

3.6.4 Cancellation

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

3.7 Governing Law and Interpretation

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

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – TERMS AND CONDITIONS



Standard Terms
and Conditions of P

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

APPENDIX B – RFQ PARTICULARS

A. THE DELIVERABLES

1.1 Project Requirements

- 1) The Liquor Control Board of Ontario (LCBO) invites responses to this Request for Quotation (RFQ) for the supply of 542,000 Holiday Bottle Neck Tags (“Neck Tags”), to be printed in three (3) PMS colours, with a finished size of 2” wide x 4” high.

LCBO is requesting two (2) finishing options:

- i. Option #1 - Square trimmed with a hole in the top center; Affix a 3 ¾” strip of black loop, bundled in 50’s, and distributed to stores based on distribution list provided
 - ii. Option #2 - Neck Tags with rounded corners with a hole in the top center and a 3 ¾” strip of black loop, bundled in 50’s, and distributed to stores based on distribution list provided
- 2) Schedule demands might require weekend work. No premium will be paid by the LCBO for weekend work. If respondents require any payment for overtime, such charges must be calculated within the response so that it is included in the costs submitted in Form 1 – Pricing Form.

2.1 Project Specifications

Table 1 – Project Schedule

Milestones	Date
Closing Date	October 12, 2023
Award Date	October 16, 2023
First Files uploaded	October 17, 2023
Ship Date	November 6, 2023

- 1) All deadlines must be met despite any minor scheduling changes made by the LCBO (acting reasonably). The LCBO will make every effort to give reasonable notice should scheduling changes occur.
- 2) All respondents and all paper supplied by respondents must be certified by the Forestry Stewardship Council “FSC”. (Please provide proof of FSC Certification that is current, valid and in good standing at the time of submission)

3.1 Detailed Product Specifications

1) Pre-Press and Proofing Requirements

- a. LCBO will upload final files to the successful respondent’s supplied FTP site. Successful respondent will be responsible for having the most current version of Adobe Creative Suite to be able to work with the files.
- b. Successful respondent will inspect digital files immediately upon receipt. Successful respondent is responsible for assembling and preparing supplied files for imaging. All concerns are to be reported immediately to the attention of the LCBO Production Coordinator in charge of the project.

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2) Proofing

- a. PDF proofs for all of the elements are acceptable;
- b. Digital proofs should be provided within forty-eight (48) hours; and
- c. All pick-ups and returns of art and proofs are to be included in the quoted cost. The successful respondent is responsible for arranging all such shipments.

3) Printing Versions and Quantities

1. Printing Specifications:

- a. The successful respondent must produce this project using conventional printing methods using laser friendly printing inks;
- b. Printing equipment must be wholly owned and reside within the registered business location of the respondent. LCBO will not permit the outsourcing of imaging/printing;
- c. Stock 14 Pt C2S FSC
- d. Press work two (2) sided, three (3) PMS colour on each size assume full coverage; and
- e. Tags are 2"w x 4"h finished size

4.1 Quality Control

- 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. Respondents must understand that the LCBO will make the final determination of quality acceptability.
- 2) 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) To aid achieving superior quality, the successful respondent will ensure that all necessary quality control standards are in place including but not limited to the following:
 - a. Colour bars on all sheets;
 - b. Properly calibrated densitometer and spectrophotometer is available to measure colour bars; and
 - c. Properly lamped (5000 K) colour viewing station is available for review of printed sheets at press approval.
- 4) The successful respondent must guarantee accuracy of count(s) and print the required number of components. The successful respondent must make up shortages. No overs will be accepted.
- 5) At LCBO's request, the successful respondent is to make available for inspection adequate documentation and proof of receipt of sufficient stock in specified brand for project. Documentation may be actual wraps, copies of invoices and packing slips. Absolutely no stock substitutions are permitted without prior written LCBO approval.

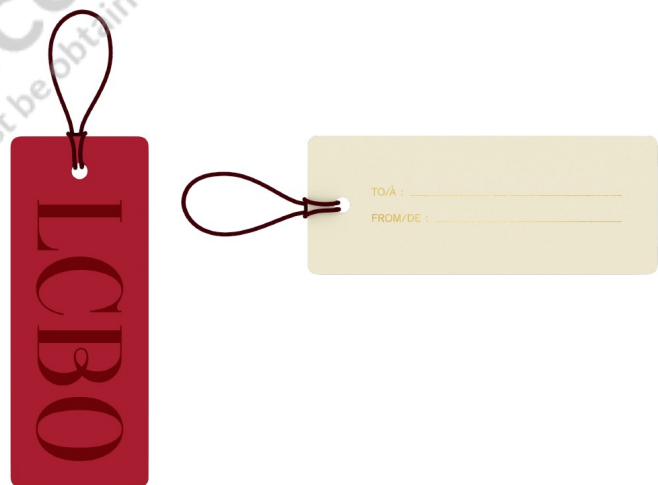
PREVIEW DOCUMENT ONLY
The original document must be obtained for the Bid Submission

5.1 Finishing

- 1) The successful respondent will disclose any outsourcing they intent to use for finishing services. (i.e., die cutting, folding, etc.) Please indicate if any portion of the project will be outsourced within Appendix C (if applicable). LCBO will not permit outsourcing of imaging/printing of material.
- 2) The successful respondent is responsible for managing, any third-party finishing service company. The LCBO will hold the successful respondent accountable to the quality, timing, and payment of their third-party finishing service.

1) Finishing Specifics

1. Option #1 Square trim Neck Tags
2. Option #2 rounded corner Neck Tags
3. Tags require a hole in the top of the gift tag
4. Affix black elastic/Stribbon loop to Neck Tag
Loop should be between 3 ½" to 3 ¾" in length from knot.
5. Stribbon can be machined tied, LCBO would like the Neck Tag to hang on the bottle flat -
6. Bundle in 50's



Please note: Images above are to illustrate the affixation of the stribbon only. Artwork will vary.

6.1 Kitting and Packaging Specifications

1) Kitting Requirements

# of Stores	Bundles of 50's
6	60 bundles – 3,000 pieces per store
29	40 bundles – 2,000 pieces per store
176	28 bundles – 1,400 pieces per store
196	15 bundles -750 pieces per store
151	6 bundles – 300 pieces per store
129	3 bundles – 129 pieces per store

- a. Neck Tags are bundled/shrunk wrapped in 50's the successful bidder will create six (6) different versions of kits to be sent each of our stores;
- b. LCBO will provide a distribution list;
- c. LCBO will provide pre-printed/pre-paid Purolator waybills to affix to each store shipment;
- d. Kits will require an 8 ½" x 11" memo to be inserted into kit (LCBO to supply artwork); and
- e. Kits will require a kit label on the outside of the box (LCBO to supply artwork)

2) Packaging Requirements

A. Carton Requirements:

- 1) Only new shipping cartons may be used. Cartons should be free of any defects such as off-square cartons that are improperly sealed at the glue lap or where the cartons' flaps are misaligned. All cartons must have the Manufacturers Class Stamp.
- 2) The minimum carton specification should be 200# basis weight with C flute corrugations to maximize stacking strength and reduce carton crushing.
- 3) Airspace in the carton must be eliminated by properly sizing the carton to fit the splitting.
- 4) The cartons must be adequately sealed for security and damage prevention reasons. Successful respondent to ensure the carton's flaps are butted tightly together before applying the sealing tape. Three-inch-wide plastic sealing tape is preferred for maximum seal quality. Two-inch tape can be used provided two (2) overlapping strips are used to seal the top and bottom flaps of the cartons. The tape should extend at least three (3) inches down the walls of the cartons. One (1) strip of tape across the flaps and three (3) inches down the sides of the cartons is also preferred. This will help keep the carton flaps intact should the carton be crushed. For added security, the successful respondent may want to tape the edges of flaps as well.

- 5) Any cartons weighing 30 pounds or more must be strapped with either plastic straps or nylon reinforced plastic tape. One band around the length of the carton and two around the width (i.e. cross strapped).
- 6) The use of shrink-wrap and plastic straps is encouraged in place of shipping cartons. Shrink-wrap must be 1.5 mil or thicker. The use of a boxboard pad on the top and bottom of the publications prior to shrink-wrapping and banding is encouraged. Up arrows are strongly recommended on all corrugated shipping cartons. The arrows will help ensure that the cartons are loaded and transported in their proper upright position for maximum strength.
- 7) Purolator shipping labels must be applied to the top of all cartons.
- 8) Provide 48 to 36 hours advance via notice to Purolator (Overnight carrier) of Pick-up with and accurate skid count and or piece count.
- 9) Carefully pack components in corrugate wraps, ensuring they are not damaged during shipping.

7.1 Shipping Requirements

- 1) Shipping to LCBO Stores
 - a. The LCBO will supply Purolator waybills for shipping to stores.
 - b. The successful respondent is responsible for booking Purolator pick-up 24 hours prior to ship date by emailing ontariobps@purolator.com, and the assigned LCBO Production Coordinator.

8.1 Invoicing and Charges

- 1) Total cost for all additional shipping and deliveries are to be included in total extended cost. The successful respondent is responsible for making all shipping arrangements, including booked appointments, if required.
- 2) A separate Purchase Order (PO) will be issued for each edition, and each edition is to be printed and invoiced separately. PO and invoices must match pricing supplied in the Form 1 - Pricing Form.
- 3) All invoices must be received by the LCBO within ten (10) calendar days of ship date.

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.

- 4) Any and all additional charges must be quoted and approved.
- 5) ABSOLUTELY no charges shall be paid by the LCBO except upon prior written consent of LCBO. Unsupported costs will not be approved for payment.
- 6) All invoices are to be directed via email to the following:
Email: marketinginvoices@lcbo.com
- 7) Early Payment Terms: If offered all invoices must be submitted with supporting documentations in PDF format via email to 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.

B. MATERIAL DISCLOSURES

N/A

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix C)

Each quotation must include a Submission Form (Appendix C) completed and signed by an authorized representative of the respondent.

2. Pricing

Each quotation must include pricing information that complies with the instructions set out below in Section F of this Appendix B.

3. Other Mandatory Submission Requirements

Proof of FSC Certification. Certification number provided must be current, valid and in good standing and must be provided at the time of Bid submission. LCBO will verify FSC certifications within three (3) days of bid closing

D. MANDATORY TECHNICAL REQUIREMENTS

N/A

E. PRE-CONDITIONS OF AWARD

N/A

F. PRICE EVALUATION METHOD

All quotations will be evaluated through a comprehensive review and analysis by an evaluation committee (the "Evaluation Team"). The goal of the Evaluation Team will be to select one (1) or more quotations which, in the opinion of the Evaluation Team, meet the LCBO's requirements under this RFQ and provide the best overall value to the LCBO.

Pricing will be evaluated based on the rates provided in Form 1 – Price Form. LCBO will determine at time of pricing evaluation, which finishing option they wish to proceed with, either Option #1 - square trimmed or Option #2 - rounded corners. Based on this review, LCBO will proceed with the preferred option based on budget considerations. Respondents are not obligated to submit pricing for both options, however, LCBO will only consider the option(s) provided within the provided Form 1 – Price Form. Please note: In the event that the LCBO elects to proceed with an option that a respondent did not submit a bid for, the LCBO cannot consider such bid.

Instructions on How to Provide Pricing

- (a) Respondents should submit their pricing information by completing the attached pricing form and including it in their quotations.

- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (c) Unless otherwise indicated in the requested pricing information, rates quoted by the respondent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead costs, including any fees or other charges required by law.

Required Pricing Information



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

APPENDIX C – SUBMISSION FORM

1. Respondent Information

Please fill out the following form, naming one (1) person to be the respondent's contact for the RFQ process and for any clarifications or communication that might be necessary.	
Full Legal Name of Respondent:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

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

3. Ability to Provide Deliverables

The respondent has carefully examined the RFQ documents and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFQ for the rates set out in its quotation.

4. Non-Binding Pricing

The respondent has submitted its pricing in accordance with the instructions in the RFQ. The respondent confirms that the pricing information provided is accurate. The respondent 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 with the LCBO.

5. Addenda

The respondent is deemed to have read and taken into account all addenda issued by the LCBO prior to the Deadline for Issuing Addenda.

6. Communication with Competitors

For the purposes of this RFQ, the word "competitor" includes any individual or organization, other than the respondent, whether or not related to or affiliated with the respondent, who could potentially submit a response to this RFQ.

Unless specifically disclosed below under Disclosure of Communications with Competitors, the respondent declares that:

- (a) it has prepared its quotation independently from, and without consultation, communication, agreement, or arrangement with any competitor, including, but not limited to, consultation, communication, agreement, or arrangement regarding:
 - (i) prices;
 - (ii) methods, factors, or formulas used to calculate prices;
 - (iii) the quality, quantity, specifications, or delivery particulars of the Deliverables;
 - (iv) the intention or decision to submit, or not to submit, a quotation; or
 - (v) the submission of a quotation which does not meet the mandatory technical requirements or specifications of the RFQ; and
- (b) it has not disclosed details of its quotation to any competitor and it will not disclose details of its quotation to any competitor prior to the notification of the outcome of the procurement process.

Disclosure of Communications with Competitors

If the respondent has communicated or intends to communicate with one (1) or more competitors about this RFQ or its quotation, the respondent discloses below the names of those competitors and the nature of, and reasons for, such communications:

7. No Prohibited Conduct

The respondent declares that it has not engaged in any conduct prohibited by this RFQ.

8. Conflict of Interest

The respondent must declare all potential Conflicts of Interest, as defined in Section 3.4.1 of the RFQ. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the quotation; **AND** (b) were employees of the LCBO within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its quotation; and (b) 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 respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its quotation, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

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

9. Disclosure of Information

The respondent hereby agrees that any information provided in this quotation, even if it is identified as being supplied in confidence, may be disclosed where required by law (including, without limitation, the public access provisions of the *Freedom of Information and Protection of Privacy Act*, as amended from time to time), or in accordance with the Ontario's Open Data Directive, or if required by order of a court or tribunal. The respondent hereby consents to the disclosure, on a confidential basis, of this quotation by the LCBO to the advisers retained by the LCBO to advise or assist with the RFQ process, including with respect to the evaluation of this quotation.

Signature of Respondent Representative

Name of Respondent Representative

Title of Respondent Representative

Date

I have the authority to bind the respondent.