



LCBO opportunities for print production services are posted on Biddingo.com. It is the Respondent's responsibility to monitor Biddingo.com and to respond to notifications from Biddingo.com Electronic Bidding System. **Submissions will only be accepted through the Biddingo.com System.**

Please contact Biddingo.com (www.Biddingo.com or 416-756-0955) for additional information regarding Biddingo.com Electronic Bidding System.

LCBO NOTICE OF INTENDED PROCUREMENT AND TENDER NOTICE

Request for Quotation (RFQ): 2021-903-013
RFQ Title: Large Format POP Printing
Issue Date: February 9, 2021
LCBO Contact: Charlotte Maruno
Contact email: charlotte.maruno@lcbo.com
Questions Deadline: February 15, 2021 at 4:00 pm
Submission Deadline: February 22, 2021 at 2:00:59 pm Eastern Standard Time (EST)

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.

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:

- 1) The Liquor Control Board of Ontario (LCBO) invites responses to this Request for Quotation (RFQ) for the supply of up to 8 editions of "Seasonal Printing, Finishing, and Kitting of Exterior Banners, Window Showcards, Large Banner Inserts and Backlit signs occurring approximately every other month.
All bidders must:
 - 1) Have a full in-house digital workflow;
 - 2) Meet digital printing requirement with a minimum 1016 x 1200 DPI;
 - 3) Be FSC Certified.

Term of Purchase Order: Up to 8 editions (15 months)

LCBO

Request for Quotation
For
Large Format POP Printing

Request for Quotation No.: 2021-903-013

Issued: February 9, 2021

Submission Deadline: February 22, 2021 at 2:00:59 pm Eastern Standard Time (EST)

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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 **the Annual Large Format POP Printing, finishing, and kitting of Exterior Banners, Window Showcards, Large Banner Inserts and Backlit signs for up to 8 editions** 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.

1.2 RFQ Timetable

“Deadline for Questions”:	February 15, 2021 at 4:00:pm
“Submission Deadline”:	February 22, 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 bidders 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. Bidder(s) will receive an on-screen confirmation number and an email of the confirmation number from Biddingo.com as validation of the bidder’s successful submission and receipt of their response. If a bidder 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. Bidders are responsible for ensuring that the response has been properly submitted through the Biddingo.com Electronic Bidding System. LCBO IS NOT LIABLE TO ANY BIDDER FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THE BIDDER’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 BIDDERS 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 bidders 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 bidder'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 Grand Total price for eight (8) editions, meeting LCBO requirements.

NOTE:

Any mathematical errors made by the bidder in the pricing, will be corrected by the LCBO and the Total Extended 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.

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

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

- 1) The Liquor Control Board of Ontario (LCBO) invites responses to this Request for Quotation (RFQ) for the supply of up to 8 editions of seasonal printing, finishing and kitting of Exterior Banners, Window Showcards, Large Banner Inserts and Backlit signs occurring approximately every other month.
- 2) Schedule demands might require weekend work. No premium will be paid by the LCBO for weekend work. If Bidders require any payment for overtime, such charges must be calculated within the response so that it is included in the costs submitted in Appendix D – Rate Bid Form. Please refer to Schedule #4 for the projected critical path for the year.

2.1 Project Specifications

Table 1 – Project Schedule

Project Schedule	
Milestones	Date
Closing Date	February 22, 2021
Estimated Award Date	February 23, 2021
First Files uploaded	February 26, 2021
First deliverable ship date	March 19, 2021

(see Attachment #4 for current plan next years plan. Signage for this program will be printed in each of the following periods: 1,3,5,7,8,9,11,12)

- 1) The number of versions and quantity of each component may vary from period to period, and the components in each edition may also vary from period to period. For each component, LCBO requires pricing for additional quantities above base quantity in the event that the volume required increases. LCBO is under no obligation to produce all of the elements listed in the RFQ.
- 2) Pricing provided in response to this RFQ will remain fixed for the term of this project.
- 3) The successful bidder will be expected to produce and ship this project within a fourteen (14) business day window, on a four (4) week schedule.
- 4) As timing per edition can be very demanding, the successful bidder must guarantee shipment by required date(s). 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.
- 5) The successful Bidder will receive an updated schedule and component list prior to each new edition production commencing.
- 6) The successful Bidder will receive updated kitting instructions list prior to each new edition sample kitting lists can be found
- 7) The per unit cost is based on printing additional quantities at the same time. If in the event components need to be reprinted at a later date, RFQ base cost applies.
- 8) All Bidders and all paper supplied by Bidders must be certified by the Forestry Stewardship Council “FSC”.

3.1 Detailed Product Specifications

1) Pre-Press and Proofing Requirements

- a. LCBO will upload final files to the successful bidder's supplied FTP site. Successful bidder will be responsible for having the most current Adobe Creative suite to be able to work with the files.
- b. Successful bidder will inspect digital files immediately upon receipt. Successful bidder 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.
- c. Bidder must be able to manipulate/"Photoshop" supplied high resolution images.
- d. LCBO will provide an editable Generic PDF template file to the successful bidder to be used for the creation of the Kit label. It will be the responsibility of the successful Bidder to edit this label from version to version

2) Proofing

- a. PDF proofs for all of the elements are acceptable
- b. Digital proofs should be provided within forty-eight (48) hours of data/pricing changed/received.
- c. Successful bidder to supply sample mock-ups confirming size and finishing specified. Samples to be supplied to LCBO within forty-eight (48) hours of order confirmation.
- d. All pick-ups and returns of art and proofs are to be included in the quoted cost. The successful Bidder is responsible for arranging all such shipments.

3) Printing Versions and Quantities

Please refer to Attachment #1 Printing Specification and Versioning for program and element break down.

4) Printing Specifications:

- a. The successful bidder may produce this project using conventional printing methods and/or digital printing equipment; a combination of inkjet and/or toner-based printing equipment may be used.
- b. Colours matches between printing methods must be maintained.
- c. Ink jet equipment must meet the following technical requirements:
 - I. To include a minimum of six (6) picolitres and a minimum DPI of 1016 x 1200. A minimum six (6) colour digital press CMYK, LM, CM, plus white as an option.
- d. Digital cut sheet printers must have a full digital colour management system that allows equipment to match colour on various substrates and against other printing methods.

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. Bidders must understand that the LCBO will make the final determination of acceptability.
- 2) The successful bidder 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 bidder 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.
 - c. Properly lamped (5000 K) colour viewing station is available for review of printed sheets at press approval.
- 4) The successful bidder must guarantee accuracy of count(s) and print the required number of components. The successful bidder must make up shortages. No overs will be accepted.
- 5) At LCBO’s request, the successful bidder 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 LCBO approval.

FINISHING	
COMPONENT	Action or process
Exterior Banner	Heat weld and or sew a 1 ½” casings top & bottom. Head weld and or sew ¼” sides to the back, die-cut or I-cut a total of six 5” half wind vents
Window Showcard	Trim to size, drill, two 1/4” holes, 6 1/8” in from sides & 1 1/8” from top
Large Banner Insert	Trim to size
Backlit Sign	Trim to size

5.1 Packaging and Kitting Specifications

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. Bidder 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 Bidder 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) A 5.5" x 8.5" content label must be applied to each kit. Print labels on Crack n Peel 0630 60# Uncoated Litho Permanent Orange color stock. The LCBO will provide an Editable Generic PDF template file upon award. This template is to be used and updated for all subsequent editions. Successful bidder is to update, print, and affix the label to all kits for each edition
- 10) Carefully pack components in corrugate wraps, ensuring they are not damaged during shipping.

6.1 Shipping Requirements

- 1) Shipping to LCBO Head Office

LCBO is relocating the head office in late 2021 to 110 Queens Quay East, 400 metres east of the current location. The time window where shipments are to arrive (refer to subsection c) may change after the move.

- a. Shipping to LCBO Head Office to be included in shipping cost, including any potential addition of costs due to the change of head office address
- b. The successful Bidder must include proof of shipping copies of all shipments to LCBO.
- c. All shipments to arrive between 8:30 to 3:45 Monday to Friday
- d. All shipments must contain a packing slip. All Packing slips should be emailed to DMS@LCBO.com prior to the shipment being received.

There is no dock access; successful bidders must be able to position their skids at the end of the truck, where it can be forked lifted off the truck.

- e. Shipments are to be delivered to the following address:
Attn: Mail Room supervisor
53 Freeland Street
Toronto, Ontario
M5E 1A4
- f. If material arrives loose, or not at the back of a truck, it will be the successful bidder's responsibility to unload the truck themselves.

2) Shipping to LCBO Stores

- a. The LCBO will supply Purolator waybills for shipping to stores.
- b. The successful Bidder is responsible for booking Purolator pick-up 24 hours prior to ship date by emailing ontariobps@purolator.com and copying the production coordinator.

- 3) If shipping to Marco Warehouse is required, specific inbound compliance regulations are required to be followed. Regulations have been provided in Attachment #1 to this RFQ.

7.1 Invoicing and Charges

- 1) Total cost for all additional shipping and deliveries are to be included in total extended cost. The successful bidder 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 Appendix D –Rate Bid 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 to the following:

Marketing Customer & Intelligence, Department 903
By Mail: 43 Freeland St. 2nd floor, Toronto ON M5E 1A4
Attention: Office Administrator
Email: marketing_invoices@lcbo.com

- 7) Early Payment Terms: If offered all invoices must be submitted with supporting documentations in PDF format via email to marketing_invoices@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.

8.1 Mandatory Contractual Obligations

All bidders must:

- 1) Have a full in-house digital workflow;
- 2) Workflow proofing device must be calibrated across all printing equipment in your plant;
- 3) Meet digital printing requirement with a minimum 1016 x 1200 DPI;
- 4) Be FSC Certified; and
- 5) Agree to the Terms of the SLA Appendix E

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

APPENDIX B – RESPONSE SUBMISSION INFORMATION

1.1 Mandatory Submission Requirements

Each quotation must include:

- 1.2 a Quotation Form (Appendix C) completed and signed by the bidder;
- 1.3 a Rate Bid Form (Appendix D) completed;
- 1.4 Proof of FSC Certification. Certification number that is current and in good standing must be provided with the submission; and
- 1.5 a signed Service Level Agreement (SLA) form (Appendix E) completed:

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

Request for Quotation No.	2021-903-013
Project Title	Annual Large Format POP Printing
LCBO Contact	Charlotte Maruno, Procurement Advisor

1.1 Bidder Information

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.	
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 E-mail:	
FSC Certification Number:	

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.

APPENDIX D – RATE BID FORM

Please see attached Excel spreadsheet.

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 ONLY
The original document must be obtained for the Bid Submission

APPENDIX E – SERVICE LEVEL AGREEMENT (SLA)

If the bidder fails to meet either the Purolator Pickup end dates or the Overs Delivered to Warehouses dates as set out in Attachment 4 – Marketing POP Critical Path, the LCBO reserves the right to be credited as follows:

- a. 2% of the value of the late job for the 1st occurrence during any of the 13 periods;
- b. 5% of the value of the late job for the 2nd occurrence during any of the 13 periods;
- c. 7.5% of the value of the late job for the 3rd occurrence during any of the 13 periods;
- d. 20% of the value of the late job for the 4th occurrence during any of the 13 periods.

LCBO will set off any invoice that does not reflect the credit percentage listed above, for missed delivery dates.

Signature of Bidder Representative

Name and Title

Date

ATTACHMENT #1 - MARCO WAREHOUSE INBOUND COMPLIANCE REGULATIONS

REQUESTS FOR APPOINTMENT:

- Upon request for an appointment, a number will be assigned that will be referenced upon arrival. (The load will be at the risk of refusal if it cannot be identified by the assigned appointment number).
- The Vendor PO# that coincides with the delivery must be provided at the time of an appointment request. **Carriers arriving without delivery appointments will be accommodated, where possible, however they may be subject to wait times. Marco will log any deliveries without appointments on a Delivery Issues Log to facilitate vendor management.
- Deliveries will be scheduled within 48 hours under normal circumstances

ON SITE SAFETY CONFORMANCE:

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

LOCATION and APPOINTMENT INFORMATION:

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

PHONE NUMBER: (519) 751-2227 ext 432

E-MAIL ADDRESS: receivingappt@themarcocorporation.com

HOURS OF OPERATION: Deliveries are scheduled between 7:00 am and 9:00 pm Monday to Friday. (Special circumstances may be accommodated during regular operating hours which are from 7:00 am to 10:00 pm). * The Vendor PO# must be provided when making an appointment. Loose cartons or couriers (small deliveries) do not require an appointment.

CARRIER RECEIVING STANDARDS:

- Parking Lot Speed Limit is 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 or the load will be refused.
- Trailers must be standard barn door or roll up box trailers (flat beads will be refused).
- Drivers must have the following identification upon request, current photo ID (driver's license) and proof of insurance.
- Drivers are expected to remain in the driver's lounge until they are given instruction to depart. They are not allowed to remain in their vehicle while they are being loaded/off loaded unless they forfeit their keys to the loader.

SHIPMENT DOCUMENTATION:

Inbound shipments require the following documentation;

- Vendor PO#
- Complete and accurate Packing Slip

PACKING SLIP REQUIREMENTS:

Required Information for each line item;

- UPC and Product Description
- LO Item Number
- Vendor Item Number (If Applicable)

- Number of Units/Each
- Number of Cartons
- Back Order Status

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 unloading 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 vendors using 3rd Party Logistics to distribute their product must ensure that the vendor's name appears in the 'Shipper Information'. Vendor must be listed first, followed by that of the 3rd Party Company.

PRODUCT IDENTIFICATION REQUIREMENTS:

Required Information for each item;

- UPC
- Model #

FLOOR LOADED FREIGHT:

When the supplier ships product dead stacked on the floor of the trailer or container, arrangements will be made and a charge established in advance for Marco to unload and palletize on the receiving dock to Marco requirements (Tier).

SEALED LOAD:

In the event that a trailer is sealed, the driver will be present when the seal is broken and verification performed. The seal number will be documented on the BOL, both before and after unloading of trailer (if applicable).

CONTAINERS:

It is Marco's responsibility to unload as per the client agreement and sweep the container prior to departure.

PALLET DESIGN AND 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".
- Pallets may be double stacked in the trailer, providing the weight and/or height will permit.
- Material must not extend beyond the edges of the pallet (oversize items excluded).
- All pallets must be securely wrapped or banded.

TRAILER INSPECTION:

- All trailers/containers will be visually inspected for contaminants, odour and potential safety risks and noted on the daily "Incoming Shipment Schedule Form" maintained in the receiving department.
- If the inspection finds contaminants or has an unidentifiable odour, a "Trailer Inspection Sheet" will be completed detailing the issue and a copy supplied to the driver. The shipment will be refused and requested to be returned to the supplier.
- In the event of trailer damage, i.e. unsafe floor, the name of the carrier and the non-compliant trailer number will be documented by the receiving department until it has been repaired. If the unrepaired trailer returns, a penalty will result for the lost appointment.

DAMAGES IN LOAD:

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, creases or scrapes in the carton or corner of carton where contents could possibly be affected
- Torn handles, visible puncture holes or tears in carton that could affect the contents
- Torn packing tape, ripped or not secured properly and contents possibly affected
- *Non-conforming merchandise and/or damages will result in the shipment being refused or held in the receiving area until the vendor provides further instruction.

Attachment # 4

MARKETING POP CRITICAL PATH - FISCAL 2022

Tasks	Final Art Uploaded	Proofs Approved	Waybills Provided	Price Changes Confirmed	PUROLATOR PICK-UP - START -	PUROLATOR PICK-UP - END -	Overs Delivered to Warehouses (DMS & Marco)
P1	February 26, 2021	March 3, 2021	March 10, 2021	March 12, 2021	March 17, 2021	March 19, 2021	March 22, 2021
P2	March 26, 2021	March 31, 2021	April 7, 2021	April 9, 2021	April 14, 2021	April 16, 2021	April 19, 2021
P3	April 23, 2021	April 28, 2021	May 5, 2021	May 7, 2021	May 12, 2021	May 14, 2021	May 17, 2021
P4	May 21, 2021	May 26, 2021	June 2, 2021	June 4, 2021	June 9, 2021	June 11, 2021	June 14, 2021
P5	June 18, 2021	June 23, 2021	June 30, 2021	July 2, 2021	July 7, 2021	July 9, 2021	July 12, 2021
P6	July 16, 2021	July 21, 2021	July 28, 2021	July 30, 2021	August 4, 2021	August 6, 2021	August 9, 2021
P7	August 13, 2021	August 18, 2021	August 25, 2021	August 27, 2021	September 1, 2021	September 3, 2021	September 7, 2021
P8	September 10, 2021	September 15, 2021	September 22, 2021	September 24, 2021	September 29, 2021	October 1, 2021	October 4, 2021
P9	October 8, 2021	October 13, 2021	October 20, 2021	October 22, 2021	October 27, 2021	October 29, 2021	November 1, 2021
P10	October 29, 2021	November 3, 2021	November 10, 2021	November 12, 2021	November 17, 2021	November 19, 2021	November 22, 2021
P11	December 3, 2021	December 8, 2021	December 15, 2021	December 17, 2021	December 21, 2021	December 24, 2021	December 27, 2021
P12	December 31, 2021	January 5, 2022	January 12, 2022	January 14, 2022	January 19, 2022	January 21, 2022	January 24, 2022
P13	January 28, 2022	February 2, 2022	February 9, 2022	February 11, 2022	February 16, 2022	February 18, 2022	February 22, 2022

FY22 LCBO Holiday Closures	
April 2, 2021	Good Friday
April 5, 2021	Easter Monday
May 24, 2021	Victoria Day
July 1, 2021	Canada Day
August 2, 2021	Civic Holiday
September 6, 2021	Labour Day
October 11, 2020	Thanksgiving
November 11, 2020	Remembrance Day
December 25, 2020	Christmas Day
December 27, 2020	Christmas Day (in lieu)
December 28, 2020	Boxing Day (in lieu)
January 1, 2020	New Years Day
January 3, 2020	New Years Day (in lieu)
February 21, 2020	Family Day

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), 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.