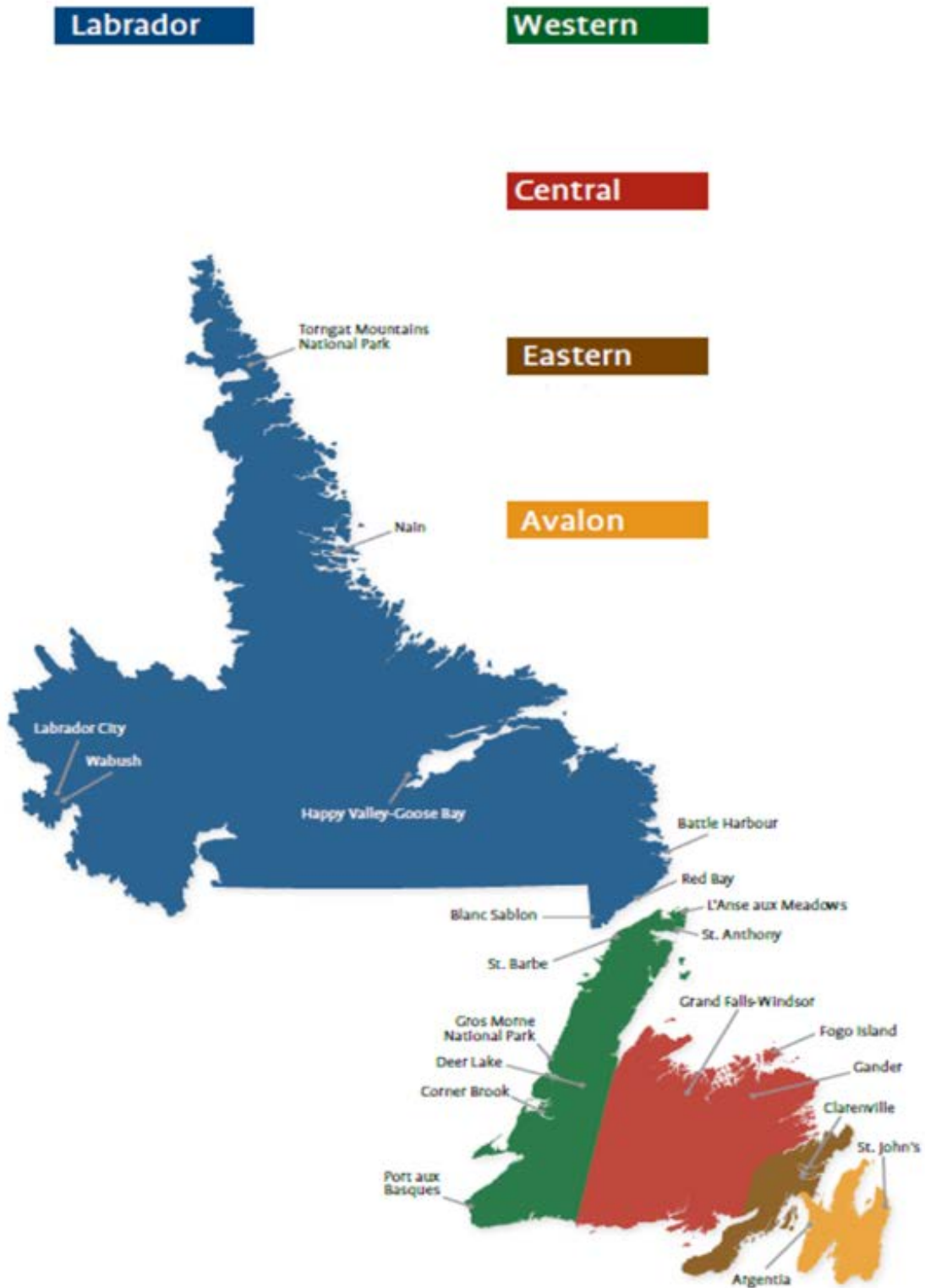



NEWFOUNDLAND AND LABRADOR REGIONS MAP



	Government of Newfoundland and Labrador Public Procurement Agency 30 Strawberry Marsh Rd. St. John's NL A1B 4R4		Purchase Order No. 219014024	Revision No. 0	Page No. 1
	TO: SHRED-IT INTERNATIONAL ULC PO Box 15781, Station A Toronto, ON M5W 1C1 Canada		SHIP TO: As indicated in blanket release or contract agreement PO Canada		
Customer No. DESTINATION		Supplier No. 40046433	Ordered / Buyer 30-JUL-19 Bishop, D		Revised / Buyer
F.O.B: DESTINATION		Requestor:		Contact:	
Effective Start Date 01-AUG-2019		Effective End Date 31-JUL-2021		Amount Agreed (CAD)	
IMPORTANT: Document valid ONLY if NAME and DATE are present in "Authorized By" section.					
AUTHORIZED BY: Hynes, J		DATE: 06-AUG-19		TOTAL:	
Line NO:	Item No./Description	UOM	Unit Price		

Notes:

MSOA for SECURE ON-SITE SHREDDING SERVICES, (Region 1 - Avalon).

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

This RFP118028820 shall form part of the contract.

PERIOD OF CONTRACT:

The preferred bidder will be required to enter into an agreement with Public Procurement Agency for the provision of the Deliverables. It is the intention of Public Procurement Agency to enter into the Agreement for a period of two (2) Years, beginning August 1, 2019 until July 31, 2021, with an option to extend the Agreement upon mutual consent of both parties, the same pricing, terms and conditions for three (3) additional years, reviewed each year (with possible CPI Pricing Adjustments for year 3, 4 & 5).

VENDOR CONTACT INFORMATION:

To arrange for Secure On-Site Shredding Service and Schedule Set-Up:

- Participant contacts Company with a service request;
- Company submits request to appropriate branch and a schedule date is discussed;
- Company contacts the participant to advise of proposed scheduled date;
- Company's Customer Service Representative reviews service reports via tracking mechanisms to confirm completion of request.

In the event you wish to change frequency of service; add extra bin/console equipment; add a new location, etc. all request are directed to the Sales Team 'Primary Contact', and Garry Levere should be CC'd.

Company will add a dedicated Inside Sales Executive to process any and all Purge requests. The name of this individual will be added after award.



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Sales Team:

Primary Contact:
 BRYAN DANIEL
 Sales Executive - Atlantic Canada
 Mobile: (902) 719-7842
 Office: (902) 468-5706
 Email: bryan.daniel@stericycle.com

COREY O'DONNELL
 Sales Executive - Atlantic Canada
 Mobile: (902) 877-2643
 Office: (902) 468-5706
 Email: corey.odonnell@stericycle.com

GARRY LEVERE
 District Sales Manager - Ottawa, Quebec & Atlantic Canada
 Mobile: (613) 795-5509
 Email: garry.levere@stericycle.com

To inquire about an Accounting Issue (ie. Invoice Discrepancy); Address a Concern; or File a Complaint:

Customer should send inquiry directly to our Operations Team 'Primary Contact', and Garry Levere and Rob Jarvis both CC'd.

Operations Team:

Primary Contact (in NL):
 SHANE REGULAR
 Transportation Manager - Newfoundland
 Mobile: (709) 770-2817
 Email: shane.regular@stericycle.com

SERGE LEGERE
 Route Manager - Atlantic Canada
 Mobile: (902) 943-2467
 Office: 1-800-69-SHRED
 Email: serge.legere@stericycle.com

WAYNE FRANKLIN
 Service Manager - Atlantic Canada
 Mobile: (506) 870-0168
 Office: (506) 855-5543
 Email: wayne.franklin@stericycle.com

ROBERT JARVIS
 District Operations Manager - Atlantic Canada
 Stericycle, Inc. - Halifax, Nova Scotia
 Mobile: (902)-402-9322
 Office: (902)-468-5706
 Email: rob.jarvis@stericycle.com



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GARRY LEVERE
 District Sales Manager - Ottawa, Quebec & Atlantic Canada
 Mobile: (613) 795-5509
 Email: garry.levere@stericycle.com

PPA Contact:
 Diane Bishop
 Phone: 709-729-3332
 dianebishop@gov.nl.ca

VOLUME OF WORK AND EXCLUSIVITY OF CONTRACT:

Public Procurement Agency makes no guarantee as to the value or volume of the Deliverables to the successful bidder(s). The Agreement with the preferred bidder(s), as defined in the Public Procurement Act, will be an exclusive contract for the provision of the Deliverables.

PUBLIC PROCUREMENT ACT, REGULATIONS, POLICIES & TRADE AGREEMENTS:

This agreement is subject to Public Procurement Agency's Legislative Framework: The Public Procurement Act, Public Procurement Regulations and Public Procurement Policy. Bidder(s) should note that procurements falling within the scope of The Canadian Free Trade Agreement (CFTA) and the Atlantic Procurement Agreement are subject to those trade agreements but that the rights and obligations of the parties shall be governed by the specific terms of this ITT. The Atlantic Standard Terms and Conditions apply to this ITT and may be obtained from Public Procurement Agency, or by way of the internet at: www.ppa.gov.nl.ca.

DISCLOSURE OF INFORMATION:

The financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process. This procurement process is subject to the Access to Information and Protection of Privacy Act, 2015. The bidder agrees that any specific information in its bid that may qualify for an exemption from disclosure under subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015 has been identified. If no specific information has been identified it is assumed that, in the opinion of the bidder, there is no specific information that qualifies for an exemption under subsection 39(1) of the Access to Information and Protection of Privacy Act.

THE DELIVERABLES:

Regional boundaries are outlined in a separate attachment - NEWFOUNDLAND AND LABRADOR REGIONS MAP. A separate contract shall be issued for each of the five (5) regions. When placing orders, participants shall use the contract that is in place for the region corresponding to the delivery location:



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- Region 1 - Avalon
- Region 2 - Eastern
- Region 3 - Central
- Region 4 - Western
- Region 5 - Labrador

Deliveries shall be made in accordance with dates and delivery location stated on participating organization's "Purchase Order". All shipments/deliveries shall state Purchase Order Number.

PRODUCT SPECIFICATIONS:

Console/Bin Sizes:

- 32 Gallon - Standard Locked Office Console (approximate size, 36"H x 20"1/4W x 19"1/2D);
- 64 Gallon - Locked Bin on wheels with Hinged Lid (approximate size);
- 95 Gallon - Locked Bin on wheels with Hinged Lid (approximate size)

Box Sizes:

- Box sizes shall be 'Standard'- Letter/Legal approximately (15"L x 12"W x 10"D), 1.1 Cubic Feet;
- Minimum quantity of standard boxes to be shredded per location shall be 10 boxes.

Shred Size:

- Shred size SHALL NOT exceed 5/8th of an inch and shall use the "pierce and tear" or "cross cut" shredding concept;
- The vendor may be required to provide a `sample' on demand, if requested, by participant any time during the contract.

Bin Identification:

- Each bin/console SHALL clearly identify Supplier Name and Contact Information;
- Well maintained, aesthetically pleasing bins are expected.

Certificate of Destruction:

- Vendor SHALL provide a signed `Certificate of Destruction' to the on-site client immediately upon completion of secure on-site shredding services that shows the amount of documents destroyed, date of the service, name and signature of the company person who conducted the destruction.

Delivery Schedules:

- Delivery Schedules can be set up by the end-user for regular pick-up service ie. Every 2, 4 or 8 weeks or on a call-in or `as and when required basis';
- Deliveries will only be accepted during the regular business hours of the



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organization;

- The vendor shall have deliveries completed to participants within seven (7) days upon receipt of each purchase order;
- Delivery performance shall be monitored for the life of the contract.
- Public Procurement Agency reserves the right to cancel this agreement if delinquent deliveries are experienced;
- Should the vendor miss a scheduled pickup due to unforeseen circumstances, they must inform entity of delay/cancellation and arrange alternate pick-up time;
- In the event a regular scheduled service falls on a government holiday, the supplier will provide shredding service on the next business day;
- Each delivery location shall provide to the successful supplier a 'point of contact' upon entering the Public Body premises and advise if contact is to escort/oversee the shredding staff during the removal of secure bins/consoles. Out of fairness and respect to the supplier (who is operating on a fixed schedule), participants should appoint an 'alternate point of contact' to cover off the 1st point of contacts vacation, break, or lunch etc. However, vendor should accept that some entities operate on a 12:00-2:00pm lunch period whereby no point of contact will be available and such cases shall be noted on a pre-set delivery schedule;
- A designated representative from a Public Body shall be permitted to accompany the shredding staff when picking up the bins / consoles / boxes and during the shredding process.

Bin Labeling & Bin Locations:

- Primary material being destroyed consists of paper documents. Bins are to include 'Labeling Instructions' as to the type of paper contents permitted in bins. (i.e. Acceptable paper materials: White and Coloured Bond Copy Paper; Newsprint; Store Flyers; Glossy Magazines; Catalogues; Brochures; Telephone Directories; Paper Back Books; Envelopes; Notepads; Sticky Notes; Paper Gift Wrap; Greeting Cards; Calendars; File Folders; Posters; and Card Stock);
- Vendor shall be responsible for maintaining a list of console/bin locations, accessible to PPA and provide quarterly reports to the Agency of any additions or deletions of consoles and bins.

Enclosed Locked Bin:

- All documents SHALL be removed from the client's location in an enclosed locked bin and shredded on site, at the time of pick up;
- Only employees from assigned shredding company, or mutually approved staff of participating public bodies shall have access to unlock the bins/consoles.

Inappropriate Contents Placed in Bins/Consoles:

- Should inappropriate contents be place in a console, the Vendor will advise and work with the Public Body to have item(s) removed. The public body shall abide by and enforce proper use of the bins at all times. Contents that contaminate the bins will not be serviced by the supplier and removal of irregular items will be the responsibility of the end-user



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(ie. Binders, Metals, Plastics, Garbage etc.).

Purging of Standard Size Boxes:

- If a government department or public body choses to avail of the purging of standard sized boxes instead of using bins / consoles, a `minimum quantity of boxes to be purged per location shall be 10 boxes';
- The purging of boxes can be included with regular scheduled service of bin/console shredding or on its own on an `as and when required' basis. (I.e. small municipalities may only require shredding service 2 or 3 times a year).

Disposing of already shredded paper by In-House Shredders:

- Vendor shall accept and provide a method for disposing of already shredded paper at public bodies by staff with in-house shredders, contained in plastic bags. (I.e. can be charged as a volume equivalent of X # of standard boxes).

Company On-The-Ground Employees:

- Company employees SHALL have identification visible on clothing at all times;
- Company employees SHALL have a current certificate of conduct, be insured and bondable;
- Vendor should provide sufficient staff to meet the demands of each shred event on site;
- Under no circumstances should Public Body employees assist Company Staff with the actual shred event;
- Vendor and on-the-ground staff SHALL be responsible for all means and methods relating to safety and comply with all local, provincial and federal requirements.

Disposal of Shredded Material:

- All shredded material is NOT permitted to go to the landfill and must be recycled accordingly at a recycling depot of vendor's choice;
- Improperly shredded or disposed documents will be cause for immediate cancellation of the contract. Liability for any such occurrence will be solely with the successful bidder.

Use of Subcontractors:

- The use of 'sub-contractors' will only be permitted off the Avalon Peninsula (Region 1), so Regions 2, 3, 4 and 5; and will be subject to all specifications, terms and conditions of agreement.

Opting-In / Opting-Out of the Agreement:

- Additional participants/public bodies may be added to the agreement or "opt-in" during the duration of the



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contract, at discretion and approval of the Vendor and PPA, for the same pricing, terms and conditions as original agreement;

- In the event a single participant/public body request to exit the agreement or "opt-out", they may do so only after a 3rd letter of complaint/non-compliance has been filed with the company and no resolution forthcoming.

GENERAL PRODUCT/SERVICE REQUIREMENTS:

SCOPE OF WORK:

The resulting MSOA shall be for a period of two (2) Years, with the option to renew, upon mutual consent by both parties, an additional three (3) 1-Year terms, reviewed each year. Agreement will commence on Date of Award and expire on July 31, 2021.

The Master Standing Offer Agreement (MSOA) shall provide Secure On-Site Shredding Services of paper for the five (5) Regions of the Province of Newfoundland and Labrador (Avalon / Eastern / Central / Western / Labrador).

SUPPLY AND DELIVERY OF GOODS/SERVICES:

Prices SHALL remain fixed for the first two (2) years of the contract. Price increases or additional charges not expressly set out in the Master Standing Offer Agreement will not be effective unless agreed to in writing by Public Procurement Agency. Unauthorized rate increases will result in immediate termination of the contract.

- Year 1 and 2 - Date of Award until July 31, 2021
- Year 3 - from Aug 1st, 2021 until July 31, 2022
- Year 4 - from Aug 1st, 2022 until July 31, 2023
- Year 5 - from Aug 1st, 2023 until July 31, 2024

PRICES:

- Prices are exclusive of HST and GST. Applicable taxes shall be applied at the invoicing stage and are to be listed separately on each purchase invoice. HST number for Government Departments is 107442683.
- Prices quoted shall be in Canadian funds.
- Prices quoted shall remain unchanged for the 2 year duration of the contract.
- Prices quoted shall be considered net and inclusive of all discounts.
- Prices quoted shall be FOB destination with all transportation charges prepaid by the contractor for all acquisitions equal to or above minimum order value for deliveries to each region, as listed:

- Region #1 - Avalon
- Region #2 - Eastern
- Region #3 - Central
- Region #4 - Western
- Region #5 - Labrador



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

-- Prices quoted SHALL be on a per bin/tip basis.

-- Bidders SHALL provide onsite, locked and tamper proof bins/consoles at no additional cost.

-- Bidders SHALL provide enough locked, tamper proof bins/consoles to ensure proper numbers throughout 5 Regions of the Province (Avalon/Eastern/Central/Western/Labrador) for the Government of Newfoundland and Labrador and all participating Public Bodies.

-- Bidders SHALL replace damaged bins/consoles or locks at no extra charge and without disruption of service.

-- Prices quoted SHALL be all inclusive of waiting times, pick-up and disposal fees, environmental fees, operating fees, rental fees and all other expenses for the fulfillment of the contract and include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the Province, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

-- Prices quoted SHALL be FOB destination with all transportation charges prepaid by the Vendor for deliveries in each region.

-- No minimum charges shall apply for bin tips.

-- Any separate or additional charges outside this MSOA shall be on a separate invoice.

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

-- The supplier will be responsible for all expenses including travel, labour, machinery, equipment and tools to perform the service. The Agency will not be liable for any loss or damage to such.

PRICING ADJUSTMENT MECHANISM:

Prices quoted shall remain unchanged for the first two (2) years of the contract.

If the renewal option is exercised, for year three (3), four (4) and year five (5) or portion thereof, Public Procurement Agency will accept, for consideration, a written submission of a price increase beyond the vendor's control due to an increase affecting the price of Secure On-Site Shredding Services.

Supporting documentation shall be provided by the vendor justifying the request for a price increase. The increase shall not exceed that of the Consumer Price Index (CPI) All-Items.

Price adjustment requests shall be submitted 30 days prior to date of renewal.

The following table shall be used for the completion of the annual pricing



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adjustment:

Consumer Price Index, by province (monthly) (Newfoundland and Labrador)

<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413&pickMembers%5B0%5D=1.3>

Index Base Period:

Year 3 Renewal: CPI Period April 2020 - April 2021
(for contract year 3 from July 1, 2021 - June 30, 2022)

Year 4 Renewal: CPI Period April 2021 - April 2022
(for contract year 4 from July 1, 2022 - June 30, 2023)

Year 5 Renewal: CPI Period April 2022 - April 2023
(for contract year 4 from July 1, 2023 - June 30, 2024)

For Example:

(Year 3) The CPI All-Items from April 2020 - April 2021 in Newfoundland has risen by 2.5%.

Line Item # 1

Contract Price: \$10.00

Percent Change: 2.5%

Increase Amount: \$0.25 rounded to 2 decimal points

New Price: \$10.25

PERFORMANCE TERMS AND CONDITIONS:

WARRANTY SERVICE:

The supplier guarantees all equipment, materials, workmanship, and labourer's liens. The supplier warrants title to commodities supplied and warrants them free from defects and/or imperfections, and will indemnify and hold the purchaser harmless against any or all suits, claims, demands and/or expenses, patent, litigation infringement, or any claim by third parties in or to the commodities mentioned and supplied by him.

The supplier warrants to the Agency that all services performed shall: exercise a degree of professionalism, skill, diligence, care, judgment, and integrity which would reasonably be expected from a skilled and experienced service provider; be in accordance with all terms, conditions, specifications, policies, guidelines, by-laws and codes of conduct applicable to Supplier; and use only personnel legally entitled to work in Canada and who possess the skills, training, expertise, and qualifications necessary to carry out the Services.



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CONFIDENTIALITY:

Supplier shall implement and maintain security standards and procedures for the safeguarding of Public Bodies confidential information. Supplier agrees to promptly notify the Agency in writing upon becoming aware of a breach of either Supplier's security standards and procedures or PPA's security policies, or any unauthorized disclosure of Confidential Information that Supplier is required to keep confidential. Supplier shall take immediate steps to mitigate any breach or unauthorized disclosure.

NOTICE OF NON-COMPLIANCE:

If for any reason supplier does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, supplier must promptly notify the Agency of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Any agreement issued pursuant to this invitation to tender shall be issued in the name of the vendor exactly as that bidder's personal or corporate name is stated in the tender document. Under no circumstances will an agreement be issued to an individual or corporation other than that named in the tender document. Similarly, payment shall only be issued in the name of the vendor as stated in the tender document.

CANCELLATION OF CONTRACT:

The cancellation of the entire MSOA contract can only be administered by PPA with 30 days notice.

Any contract issued as a result of this RFP shall be subject to cancellation by Public Procurement Agency within 30 days of written notification and by the Supplier within 90 days written notice. Payment of goods on order or in the process of being delivered will be honoured.

Public Procurement Agency shall be entitled to suspend and/or terminate the Agreement for cause, upon the occurrence of any of the following events:

- i. Supplier breaches or fails to comply with the Agreement and such security breach or failure is not remedied by Supplier to the reasonable satisfaction of the Agency within ten (10) days after written notice from PPA to remedy the breach or failure;
- ii. Supplier becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of creditors, or otherwise acknowledges its insolvency, or a receiver or receiver manager is appointed for any property of Supplier;
- iii. Supplier repudiates its obligations under the Agreement; or
- iv. The Agency determines that any statement, representation or warranty made by Supplier in its Supplier Proposal or in the Agreement was untrue or incorrect.

Upon the supplier not complying with the terms and conditions set forth in the contract, they will receive a maximum of two (2) written notices from Public Procurement Agency. After a third incident the Agency will reserve its right to



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cancel the contract.

Upon termination or suspension of the Agreement, Supplier shall be responsible for and shall reimburse Public Procurement Agency for all loss, costs and damages incurred by the Agency as a result of or arising from event of default.

Public Procurement Agency may, at its sole discretion, and at any time, terminate the Agreement without cause upon giving thirty (30) days prior written notice of termination to Supplier. In such event, Supplier shall be entitled to receive payment for the goods it has delivered to the Agency and for which acceptance has been provided, and for services it has satisfactorily performed up to the date of termination. Payments to Supplier of the foregoing amounts shall constitute full and final satisfaction of the Agency's obligations to Supplier under the Agreement.

In the event the Agreement is terminated by Public Procurement Agency pursuant to this Section, Supplier shall not be reimbursed for any profits that may have been anticipated but not earned up to the termination date, and Supplier shall not have any claim or entitlement to any additional compensation or damages arising from such termination.

In the event the Supplier fails to enter into agreement or terminates the contract, for any reason, Public Procurement Agency reserves the right to contract with the next preferred bidder that meets the terms and conditions set out in the original RFP.

RETURNS:

In the event of a defective product, any participating organization reserves the right to return it to the supplier. All delivery and return costs will be the responsibility of the supplier. Claims for either shortages or damaged merchandise will be submitted to vendor within thirty days of invoice. Incorrect items supplied will be returned to supplier at NO cost to the Department & NO restocking charge shall be considered. All costs for restocking and transportation shall be the responsibility of the supplier.

SUBSTITUTIONS:

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

REPORTING:

The successful supplier SHALL provide quarterly usage reports regarding the individual product usage for all the items listed on this RFP, in a format and time frame determined by the Public Procurement Agency (i.e. items procured by entities, product usage, delivery, order-fill rates, and backorders). The successful bidder may be requested to provide usage reports on related items not listed on this document for future reference.



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ADDITIONAL TERMS AND CONDITIONS:

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

QUANTITY:

The quantities listed herein are projected usages for the contract period and are estimates made in good faith and are not a guarantee of the quantities that may be ordered. The contract shall be limited to the actual quantities ordered and delivered during the contract period. The successful supplier shall maintain adequate stock to cover requirements when requested. The suppliers shall provide only the quantity of an item ordered by the end user, regardless of the manufacturer/supplier's standard packaging.

INVOICING:

Each participating Public Body will be responsible for issuing its own contract/purchase orders(s) and is to be invoiced accordingly. Contact names and numbers will be provided to the successful bidder. Any agreement issued pursuant to this invitation to tender shall be issued in the name of the vendor exactly as that bidder's personal or corporate name is stated in the tender document. Under no circumstances will an agreement be issued to an individual or corporation other than that named in the tender document. Payment shall only be issued in the name of the vendor as stated in the tender document.

Any Government Department or Public Body reserves the right to utilize a procurement card (P-CARD) in lieu of a purchase order for all or select acquisitions. Vendors shall not refuse nor charge additional premiums or fees when procurements cards are tendered for payment.

Invoices shall be submitted directly to each participating organization who obtain the goods. It is to be understood that payment of invoices will be the responsibility of the ordering Public Body and further understood that the successful supplier(s) will hold the Public Procurement Agency harmless respecting any loss, damage and non-payment resulting from or relating to any order placed with the supplier against any contract resulting from this Invitation to Tender.

The successful supplier shall ensure that the company name, address and contact details (phone number, fax number) provided on the tender response shall also be used on all invoicing presented for payment. (ie: The company name and address on monthly invoices submitted for payment shall be the same as the company name and address submitted on tender bid). Payment terms will be net 30 days following completion of any services and receipt of invoice.

Government Departments Only:

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



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

Department of Finance
Corporate Financial Services Division
657 Topsail Road, St. John's, NL
A1E 2E3

Email: gnlinvoices@gov.nl.ca

DIRECT DEPOSIT FOR PAYMENT:

Government Departments Only:

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

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

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

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

PARTICIPANTS

All Government Departments

Entities:

- College of the North Atlantic
- Legal Aid NL
- Memorial University of Newfoundland & Labrador
- Newfoundland & Labrador Centre for Health Information
- Newfoundland & Labrador English School District
- Newfoundland & Labrador Housing Corporation
- Newfoundland & Labrador Hydro
- Newfoundland Labrador Liquor Corporation
- Workplace NL

Municipalities:

- City of Corner Brook
- City of St. John's
- Baie Verte
- Brighton
- Glovertown
- Lewisporte
- St. George's
- St. Anthony



Government of Newfoundland and Labrador

Public Procurement Agency
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St. John's NL
A1B 4R4

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1	Shredding Service, Standard Secure Office Console, (approx. 32 Gallon), 20"1/4W x 19"1/2D x 36"H	EACH	4.00		
2	Shredding Service, (64 Gallon Bin), Locked, on 4 Wheels for Safe Movement	EACH	8.00		
3	Shredding Service, (approx 95 Gallon Bin), Locked, on 4 Wheels for Safe Movement	EACH	12.00		
4	Purging Service, (Standard Size Boxes - Ground Level)	EACH	1.80		
5	Purging Service, (Standard Size Boxes - Above Ground / Stairs / Multiple Levels)	EACH	1.90		

End of Document



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

TO: SHRED-IT INTERNATIONAL ULC
PO Box 15781, Station A
Toronto, ON
M5W 1C1
Canada

BILL TO: Department of Finance
Corporate Financial Services
657 Topsail Road
St John's, NL A1E 2E3
Canada

Customer No.	Supplier No.	Ordered / Buyer	Revised / Buyer
	40046433	31-JUL-19 Bishop, D	

F.O.B:	Requestor:	Contact:
DESTINATION		

Effective Start Date	Effective End Date	Amount Agreed (CAD)
01-AUG-2019	31-JUL-2021	

IMPORTANT: Document valid ONLY if NAME and DATE are present in "Authorized By" section.
AUTHORIZED BY: Hynes, J **DATE:** 06-AUG-19 **TOTAL:**

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Notes:

MSOA for SECURE ON-SITE SHREDDING SERVICES, (Region 2 - Eastern).

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

This RFP118028820 shall form part of the contract.

PERIOD OF CONTRACT:

The preferred bidder will be required to enter into an agreement with Public Procurement Agency for the provision of the Deliverables. It is the intention of Public Procurement Agency to enter into the Agreement for a period of two (2) Years, beginning August 1, 2019 until July 31, 2021, with an option to extend the Agreement upon mutual consent of both parties, the same pricing, terms and conditions for three (3) additional years, reviewed each year (with possible CPI Pricing Adjustments for year 3, 4 & 5).

VENDOR CONTACT INFORMATION:

To arrange for Secure On-Site Shredding Service and Schedule Set-Up:

- Participant contacts Company with a service request;
- Company submits request to appropriate branch and a schedule date is discussed;
- Company contacts the participant to advise of proposed scheduled date;
- Company's Customer Service Representative reviews service reports via tracking mechanisms to confirm completion of request.

In the event you wish to change frequency of service; add extra bin/console equipment; add a new location, etc. all request are directed to the Sales Team 'Primary Contact', and Garry Levere should be CC'd.

Company will add a dedicated Inside Sales Executive to process any and all Purge requests. The name of this individual will be added after award.



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Sales Team:

Primary Contact:
 BRYAN DANIEL
 Sales Executive - Atlantic Canada
 Mobile: (902) 719-7842
 Office: (902) 468-5706
 Email: bryan.daniel@stericycle.com

COREY O'DONNELL
 Sales Executive - Atlantic Canada
 Mobile: (902) 877-2643
 Office: (902) 468-5706
 Email: corey.odonnell@stericycle.com

GARRY LEVERE
 District Sales Manager - Ottawa, Quebec & Atlantic Canada
 Mobile: (613) 795-5509
 Email: garry.levere@stericycle.com

To inquire about an Accounting Issue (ie. Invoice Discrepancy); Address a Concern; or File a Complaint:

Customer should send inquiry directly to our Operations Team 'Primary Contact', and Garry Levere and Rob Jarvis both CC'd.

Operations Team:

Primary Contact (in NL):
 SHANE REGULAR
 Transportation Manager - Newfoundland
 Mobile: (709) 770-2817
 Email: shane.regular@stericycle.com

SERGE LEGERE
 Route Manager - Atlantic Canada
 Mobile: (902) 943-2467
 Office: 1-800-69-SHRED
 Email: serge.legere@stericycle.com

WAYNE FRANKLIN
 Service Manager - Atlantic Canada
 Mobile: (506) 870-0168
 Office: (506) 855-5543
 Email: wayne.franklin@stericycle.com

ROBERT JARVIS
 District Operations Manager - Atlantic Canada
 Stericycle, Inc. - Halifax, Nova Scotia
 Mobile: (902)-402-9322
 Office: (902)-468-5706
 Email: rob.jarvis@stericycle.com



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GARRY LEVERE
 District Sales Manager - Ottawa, Quebec & Atlantic Canada
 Mobile: (613) 795-5509
 Email: garry.levere@stericycle.com

PPA Contact:
 Diane Bishop
 Phone: 709-729-3332
 dianebishop@gov.nl.ca

VOLUME OF WORK AND EXCLUSIVITY OF CONTRACT:

Public Procurement Agency makes no guarantee as to the value or volume of the Deliverables to the successful bidder(s). The Agreement with the preferred bidder(s), as defined in the Public Procurement Act, will be an exclusive contract for the provision of the Deliverables.

PUBLIC PROCUREMENT ACT, REGULATIONS, POLICIES & TRADE AGREEMENTS:

This agreement is subject to Public Procurement Agency's Legislative Framework: The Public Procurement Act, Public Procurement Regulations and Public Procurement Policy. Bidder(s) should note that procurements falling within the scope of The Canadian Free Trade Agreement (CFTA) and the Atlantic Procurement Agreement are subject to those trade agreements but that the rights and obligations of the parties shall be governed by the specific terms of this ITT. The Atlantic Standard Terms and Conditions apply to this ITT and may be obtained from Public Procurement Agency, or by way of the internet at: www.ppa.gov.nl.ca.

DISCLOSURE OF INFORMATION:

The financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process. This procurement process is subject to the Access to Information and Protection of Privacy Act, 2015. The bidder agrees that any specific information in its bid that may qualify for an exemption from disclosure under subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015 has been identified. If no specific information has been identified it is assumed that, in the opinion of the bidder, there is no specific information that qualifies for an exemption under subsection 39(1) of the Access to Information and Protection of Privacy Act.

THE DELIVERABLES:

Regional boundaries are outlined in a separate attachment - NEWFOUNDLAND AND LABRADOR REGIONS MAP. A separate contract shall be issued for each of the five (5) regions. When placing orders, participants shall use the contract that is in place for the region corresponding to the delivery location:



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- Region 1 - Avalon
- Region 2 - Eastern
- Region 3 - Central
- Region 4 - Western
- Region 5 - Labrador

Deliveries shall be made in accordance with dates and delivery location stated on participating organization's "Purchase Order". All shipments/deliveries shall state Purchase Order Number.

PRODUCT SPECIFICATIONS:

Console/Bin Sizes:

- 32 Gallon - Standard Locked Office Console (approximate size, 36"H x 20"1/4W x 19"1/2D);
- 64 Gallon - Locked Bin on wheels with Hinged Lid (approximate size);
- 95 Gallon - Locked Bin on wheels with Hinged Lid (approximate size)

Box Sizes:

- Box sizes shall be 'Standard'- Letter/Legal approximately (15"L x 12"W x 10"D), 1.1 Cubic Feet;
- Minimum quantity of standard boxes to be shredded per location shall be 10 boxes.

Shred Size:

- Shred size SHALL NOT exceed 5/8th of an inch and shall use the "pierce and tear" or "cross cut" shredding concept;
- The vendor may be required to provide a `sample' on demand, if requested, by participant any time during the contract.

Bin Identification:

- Each bin/console SHALL clearly identify Supplier Name and Contact Information;
- Well maintained, aesthetically pleasing bins are expected.

Certificate of Destruction:

- Vendor SHALL provide a signed `Certificate of Destruction' to the on-site client immediately upon completion of secure on-site shredding services that shows the amount of documents destroyed, date of the service, name and signature of the company person who conducted the destruction.

Delivery Schedules:

- Delivery Schedules can be set up by the end-user for regular pick-up service ie. Every 2, 4 or 8 weeks or on a call-in or `as and when required basis';
- Deliveries will only be accepted during the regular business hours of the



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organization;

- The vendor shall have deliveries completed to participants within seven (7) days upon receipt of each purchase order;
- Delivery performance shall be monitored for the life of the contract.
- Public Procurement Agency reserves the right to cancel this agreement if delinquent deliveries are experienced;
- Should the vendor miss a scheduled pickup due to unforeseen circumstances, they must inform entity of delay/cancellation and arrange alternate pick-up time;
- In the event a regular scheduled service falls on a government holiday, the supplier will provide shredding service on the next business day;
- Each delivery location shall provide to the successful supplier a 'point of contact' upon entering the Public Body premises and advise if contact is to escort/oversee the shredding staff during the removal of secure bins/consoles. Out of fairness and respect to the supplier (who is operating on a fixed schedule), participants should appoint an 'alternate point of contact' to cover off the 1st point of contacts vacation, break, or lunch etc. However, vendor should accept that some entities operate on a 12:00-2:00pm lunch period whereby no point of contact will be available and such cases shall be noted on a pre-set delivery schedule;
- A designated representative from a Public Body shall be permitted to accompany the shredding staff when picking up the bins / consoles / boxes and during the shredding process.

Bin Labeling & Bin Locations:

- Primary material being destroyed consists of paper documents. Bins are to include 'Labeling Instructions' as to the type of paper contents permitted in bins. (i.e. Acceptable paper materials: White and Coloured Bond Copy Paper; Newsprint; Store Flyers; Glossy Magazines; Catalogues; Brochures; Telephone Directories; Paper Back Books; Envelopes; Notepads; Sticky Notes; Paper Gift Wrap; Greeting Cards; Calendars; File Folders; Posters; and Card Stock);
- Vendor shall be responsible for maintaining a list of console/bin locations, accessible to PPA and provide quarterly reports to the Agency of any additions or deletions of consoles and bins.

Enclosed Locked Bin:

- All documents SHALL be removed from the client's location in an enclosed locked bin and shredded on site, at the time of pick up;
- Only employees from assigned shredding company, or mutually approved staff of participating public bodies shall have access to unlock the bins/consoles.

Inappropriate Contents Placed in Bins/Consoles:

- Should inappropriate contents be place in a console, the Vendor will advise and work with the Public Body to have item(s) removed. The public body shall abide by and enforce proper use of the bins at all times. Contents that contaminate the bins will not be serviced by the supplier and removal of irregular items will be the responsibility of the end-user



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(ie. Binders, Metals, Plastics, Garbage etc.).

Purging of Standard Size Boxes:

- If a government department or public body choses to avail of the purging of standard sized boxes instead of using bins / consoles, a `minimum quantity of boxes to be purged per location shall be 10 boxes';
- The purging of boxes can be included with regular scheduled service of bin/console shredding or on its own on an `as and when required' basis. (I.e. small municipalities may only require shredding service 2 or 3 times a year).

Disposing of already shredded paper by In-House Shredders:

- Vendor shall accept and provide a method for disposing of already shredded paper at public bodies by staff with in-house shredders, contained in plastic bags. (I.e. can be charged as a volume equivalent of X # of standard boxes).

Company On-The-Ground Employees:

- Company employees SHALL have identification visible on clothing at all times;
- Company employees SHALL have a current certificate of conduct, be insured and bondable;
- Vendor should provide sufficient staff to meet the demands of each shred event on site;
- Under no circumstances should Public Body employees assist Company Staff with the actual shred event;
- Vendor and on-the-ground staff SHALL be responsible for all means and methods relating to safety and comply with all local, provincial and federal requirements.

Disposal of Shredded Material:

- All shredded material is NOT permitted to go to the landfill and must be recycled accordingly at a recycling depot of vendor's choice;
- Improperly shredded or disposed documents will be cause for immediate cancellation of the contract. Liability for any such occurrence will be solely with the successful bidder.

Use of Subcontractors:

- The use of 'sub-contractors' will only be permitted off the Avalon Peninsula (Region 1), so Regions 2, 3, 4 and 5; and will be subject to all specifications, terms and conditions of agreement.

Opting-In / Opting-Out of the Agreement:

- Additional participants/public bodies may be added to the agreement or "opt-in" during the duration of the



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contract, at discretion and approval of the Vendor and PPA, for the same pricing, terms and conditions as original agreement;

- In the event a single participant/public body request to exit the agreement or "opt-out", they may do so only after a 3rd letter of complaint/non-compliance has been filed with the company and no resolution forthcoming.

GENERAL PRODUCT/SERVICE REQUIREMENTS:

SCOPE OF WORK:

The resulting MSOA shall be for a period of two (2) Years, with the option to renew, upon mutual consent by both parties, an additional three (3) 1-Year terms, reviewed each year. Agreement will commence on Date of Award and expire on July 31, 2021.

The Master Standing Offer Agreement (MSOA) shall provide Secure On-Site Shredding Services of paper for the five (5) Regions of the Province of Newfoundland and Labrador (Avalon / Eastern / Central / Western / Labrador).

SUPPLY AND DELIVERY OF GOODS/SERVICES:

Prices SHALL remain fixed for the first two (2) years of the contract. Price increases or additional charges not expressly set out in the Master Standing Offer Agreement will not be effective unless agreed to in writing by Public Procurement Agency. Unauthorized rate increases will result in immediate termination of the contract.

- Year 1 and 2 - Date of Award until July 31, 2021
- Year 3 - from Aug 1st, 2021 until July 31, 2022
- Year 4 - from Aug 1st, 2022 until July 31, 2023
- Year 5 - from Aug 1st, 2023 until July 31, 2024

PRICES:

- Prices are exclusive of HST and GST. Applicable taxes shall be applied at the invoicing stage and are to be listed separately on each purchase invoice. HST number for Government Departments is 107442683.
- Prices quoted shall be in Canadian funds.
- Prices quoted shall remain unchanged for the 2 year duration of the contract.
- Prices quoted shall be considered net and inclusive of all discounts.
- Prices quoted shall be FOB destination with all transportation charges prepaid by the contractor for all acquisitions equal to or above minimum order value for deliveries to each region, as listed:

- Region #1 - Avalon
- Region #2 - Eastern
- Region #3 - Central
- Region #4 - Western
- Region #5 - Labrador



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

-- Prices quoted SHALL be on a per bin/tip basis.

-- Bidders SHALL provide onsite, locked and tamper proof bins/consoles at no additional cost.

-- Bidders SHALL provide enough locked, tamper proof bins/consoles to ensure proper numbers throughout 5 Regions of the Province (Avalon/Eastern/Central/Western/Labrador) for the Government of Newfoundland and Labrador and all participating Public Bodies.

-- Bidders SHALL replace damaged bins/consoles or locks at no extra charge and without disruption of service.

-- Prices quoted SHALL be all inclusive of waiting times, pick-up and disposal fees, environmental fees, operating fees, rental fees and all other expenses for the fulfillment of the contract and include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the Province, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

-- Prices quoted SHALL be FOB destination with all transportation charges prepaid by the Vendor for deliveries in each region.

-- No minimum charges shall apply for bin tips.

-- Any separate or additional charges outside this MSOA shall be on a separate invoice.

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

-- The supplier will be responsible for all expenses including travel, labour, machinery, equipment and tools to perform the service. The Agency will not be liable for any loss or damage to such.

PRICING ADJUSTMENT MECHANISM:

Prices quoted shall remain unchanged for the first two (2) years of the contract.

If the renewal option is exercised, for year three (3), four (4) and year five (5) or portion thereof, Public Procurement Agency will accept, for consideration, a written submission of a price increase beyond the vendor's control due to an increase affecting the price of Secure On-Site Shredding Services.

Supporting documentation shall be provided by the vendor justifying the request for a price increase. The increase shall not exceed that of the Consumer Price Index (CPI) All-Items.

Price adjustment requests shall be submitted 30 days prior to date of renewal.

The following table shall be used for the completion of the annual pricing



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adjustment:

Consumer Price Index, by province (monthly) (Newfoundland and Labrador)

<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413&pickMembers%5B0%5D=1.3>

Index Base Period:

Year 3 Renewal: CPI Period April 2020 - April 2021
(for contract year 3 from July 1, 2021 - June 30, 2022)

Year 4 Renewal: CPI Period April 2021 - April 2022
(for contract year 4 from July 1, 2022 - June 30, 2023)

Year 5 Renewal: CPI Period April 2022 - April 2023
(for contract year 4 from July 1, 2023 - June 30, 2024)

For Example:

(Year 3) The CPI All-Items from April 2020 - April 2021 in Newfoundland has risen by 2.5%.

Line Item # 1

Contract Price: \$10.00

Percent Change: 2.5%

Increase Amount: \$0.25 rounded to 2 decimal points

New Price: \$10.25

PERFORMANCE TERMS AND CONDITIONS:

WARRANTY SERVICE:

The supplier guarantees all equipment, materials, workmanship, and labourer's liens. The supplier warrants title to commodities supplied and warrants them free from defects and/or imperfections, and will indemnify and hold the purchaser harmless against any or all suits, claims, demands and/or expenses, patent, litigation infringement, or any claim by third parties in or to the commodities mentioned and supplied by him.

The supplier warrants to the Agency that all services performed shall: exercise a degree of professionalism, skill, diligence, care, judgment, and integrity which would reasonably be expected from a skilled and experienced service provider; be in accordance with all terms, conditions, specifications, policies, guidelines, by-laws and codes of conduct applicable to Supplier; and use only personnel legally entitled to work in Canada and who possess the skills, training, expertise, and qualifications necessary to carry out the Services.



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CONFIDENTIALITY:

Supplier shall implement and maintain security standards and procedures for the safeguarding of Public Bodies confidential information. Supplier agrees to promptly notify the Agency in writing upon becoming aware of a breach of either Supplier's security standards and procedures or PPA's security policies, or any unauthorized disclosure of Confidential Information that Supplier is required to keep confidential. Supplier shall take immediate steps to mitigate any breach or unauthorized disclosure.

NOTICE OF NON-COMPLIANCE:

If for any reason supplier does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, supplier must promptly notify the Agency of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Any agreement issued pursuant to this invitation to tender shall be issued in the name of the vendor exactly as that bidder's personal or corporate name is stated in the tender document. Under no circumstances will an agreement be issued to an individual or corporation other than that named in the tender document. Similarly, payment shall only be issued in the name of the vendor as stated in the tender document.

CANCELLATION OF CONTRACT:

The cancellation of the entire MSOA contract can only be administered by PPA with 30 days notice.

Any contract issued as a result of this RFP shall be subject to cancellation by Public Procurement Agency within 30 days of written notification and by the Supplier within 90 days written notice. Payment of goods on order or in the process of being delivered will be honoured.

Public Procurement Agency shall be entitled to suspend and/or terminate the Agreement for cause, upon the occurrence of any of the following events:

i. Supplier breaches or fails to comply with the Agreement and such security breach or failure is not remedied by Supplier to the reasonable satisfaction of the Agency within ten (10) days after written notice from PPA to remedy the breach or failure;

ii. Supplier becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of creditors, or otherwise acknowledges its insolvency, or a receiver or receiver manager is appointed for any property of Supplier;

iii. Supplier repudiates its obligations under the Agreement; or

iv. The Agency determines that any statement, representation or warranty made by Supplier in its Supplier Proposal or in the Agreement was untrue or incorrect.

Upon the supplier not complying with the terms and conditions set forth in the contract, they will receive a maximum of two (2) written notices from Public Procurement Agency. After a third incident the Agency will reserve its right to



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cancel the contract.

Upon termination or suspension of the Agreement, Supplier shall be responsible for and shall reimburse Public Procurement Agency for all loss, costs and damages incurred by the Agency as a result of or arising from event of default.

Public Procurement Agency may, at its sole discretion, and at any time, terminate the Agreement without cause upon giving thirty (30) days prior written notice of termination to Supplier. In such event, Supplier shall be entitled to receive payment for the goods it has delivered to the Agency and for which acceptance has been provided, and for services it has satisfactorily performed up to the date of termination. Payments to Supplier of the foregoing amounts shall constitute full and final satisfaction of the Agency's obligations to Supplier under the Agreement.

In the event the Agreement is terminated by Public Procurement Agency pursuant to this Section, Supplier shall not be reimbursed for any profits that may have been anticipated but not earned up to the termination date, and Supplier shall not have any claim or entitlement to any additional compensation or damages arising from such termination.

In the event the Supplier fails to enter into agreement or terminates the contract, for any reason, Public Procurement Agency reserves the right to contract with the next preferred bidder that meets the terms and conditions set out in the original RFP.

RETURNS:

In the event of a defective product, any participating organization reserves the right to return it to the supplier. All delivery and return costs will be the responsibility of the supplier. Claims for either shortages or damaged merchandise will be submitted to vendor within thirty days of invoice. Incorrect items supplied will be returned to supplier at NO cost to the Department & NO restocking charge shall be considered. All costs for restocking and transportation shall be the responsibility of the supplier.

SUBSTITUTIONS:

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

REPORTING:

The successful supplier SHALL provide quarterly usage reports regarding the individual product usage for all the items listed on this RFP, in a format and time frame determined by the Public Procurement Agency (i.e. items procured by entities, product usage, delivery, order-fill rates, and backorders). The successful bidder may be requested to provide usage reports on related items not listed on this document for future reference.



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ADDITIONAL TERMS AND CONDITIONS:

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

QUANTITY:

The quantities listed herein are projected usages for the contract period and are estimates made in good faith and are not a guarantee of the quantities that may be ordered. The contract shall be limited to the actual quantities ordered and delivered during the contract period. The successful supplier shall maintain adequate stock to cover requirements when requested. The suppliers shall provide only the quantity of an item ordered by the end user, regardless of the manufacturer/supplier's standard packaging.

INVOICING:

Each participating Public Body will be responsible for issuing its own contract/purchase orders(s) and is to be invoiced accordingly. Contact names and numbers will be provided to the successful bidder. Any agreement issued pursuant to this invitation to tender shall be issued in the name of the vendor exactly as that bidder's personal or corporate name is stated in the tender document. Under no circumstances will an agreement be issued to an individual or corporation other than that named in the tender document. Payment shall only be issued in the name of the vendor as stated in the tender document.

Any Government Department or Public Body reserves the right to utilize a procurement card (P-CARD) in lieu of a purchase order for all or select acquisitions. Vendors shall not refuse nor charge additional premiums or fees when procurements cards are tendered for payment.

Invoices shall be submitted directly to each participating organization who obtain the goods. It is to be understood that payment of invoices will be the responsibility of the ordering Public Body and further understood that the successful supplier(s) will hold the Public Procurement Agency harmless respecting any loss, damage and non-payment resulting from or relating to any order placed with the supplier against any contract resulting from this Invitation to Tender.

The successful supplier shall ensure that the company name, address and contact details (phone number, fax number) provided on the tender response shall also be used on all invoicing presented for payment. (ie: The company name and address on monthly invoices submitted for payment shall be the same as the company name and address submitted on tender bid). Payment terms will be net 30 days following completion of any services and receipt of invoice.

Government Departments Only:

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



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

Department of Finance
Corporate Financial Services Division
657 Topsail Road, St. John's, NL
A1E 2E3

Email: gnlinvoices@gov.nl.ca

DIRECT DEPOSIT FOR PAYMENT:

Government Departments Only:

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

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

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

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

PARTICIPANTS

All Government Departments

Entities:

- College of the North Atlantic
- Legal Aid NL
- Memorial University of Newfoundland & Labrador
- Newfoundland & Labrador Centre for Health Information
- Newfoundland & Labrador English School District
- Newfoundland & Labrador Housing Corporation
- Newfoundland & Labrador Hydro
- Newfoundland Labrador Liquor Corporation
- Workplace NL

Municipalities:

- City of Corner Brook
- City of St. John's
- Baie Verte
- Brighton
- Glovertown
- Lewisporte
- St. George's
- St. Anthony



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1	Shredding Service, Standard Secure Office Console, (approx. 32 Gallon), 20"1/4W x 19"1/2D x 36"H	EACH	6.00		
2	Shredding Service, (64 Gallon Bin), Locked, on 4 Wheels for Safe Movement	EACH	12.00		
3	Shredding Service, (approx 95 Gallon Bin), Locked, on 4 Wheels for Safe Movement	EACH	18.00		
4	Purging Service, (Standard Size Boxes - Ground Level)	EACH	1.80		
5	Purging Service, (Standard Size Boxes - Above Ground / Stairs / Multiple Levels)	EACH	1.90		

End of Document

	Government of Newfoundland and Labrador Public Procurement Agency 30 Strawberry Marsh Rd. St. John's NL A1B 4R4		Purchase Order No. 219014170	Revision No. 0	Page No. 1
	TO: SHRED-IT INTERNATIONAL ULC PO Box 15781, Station A Toronto, ON M5W 1C1 Canada		SHIP TO: As indicated in blanket release or contract agreement PO Canada		
Customer No. DESTINATION		Supplier No. 40046433	Ordered / Buyer 31-JUL-19 Bishop, D		Revised / Buyer
F.O.B: DESTINATION		Requestor:		Contact:	
Effective Start Date 01-AUG-2019		Effective End Date 31-JUL-2021		Amount Agreed (CAD)	
IMPORTANT: Document valid ONLY if NAME and DATE are present in "Authorized By" section.					
AUTHORIZED BY: Hynes, J		DATE: 06-AUG-19		TOTAL:	
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Notes:

MSOA for SECURE ON-SITE SHREDDING SERVICES, (Region 3 - Central).

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

This RFP118028820 shall form part of the contract.

PERIOD OF CONTRACT:

The preferred bidder will be required to enter into an agreement with Public Procurement Agency for the provision of the Deliverables. It is the intention of Public Procurement Agency to enter into the Agreement for a period of two (2) Years, beginning August 1, 2019 until July 31, 2021, with an option to extend the Agreement upon mutual consent of both parties, the same pricing, terms and conditions for three (3) additional years, reviewed each year (with possible CPI Pricing Adjustments for year 3, 4 & 5).

VENDOR CONTACT INFORMATION:

To arrange for Secure On-Site Shredding Service and Schedule Set-Up:

- Participant contacts Company with a service request;
- Company submits request to appropriate branch and a schedule date is discussed;
- Company contacts the participant to advise of proposed scheduled date;
- Company's Customer Service Representative reviews service reports via tracking mechanisms to confirm completion of request.

In the event you wish to change frequency of service; add extra bin/console equipment; add a new location, etc. all request are directed to the Sales Team 'Primary Contact', and Garry Levere should be CC'd.

Company will add a dedicated Inside Sales Executive to process any and all Purge requests. The name of this individual will be added after award.



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Sales Team:

Primary Contact:
 BRYAN DANIEL
 Sales Executive - Atlantic Canada
 Mobile: (902) 719-7842
 Office: (902) 468-5706
 Email: bryan.daniel@stericycle.com

COREY O'DONNELL
 Sales Executive - Atlantic Canada
 Mobile: (902) 877-2643
 Office: (902) 468-5706
 Email: corey.odonnell@stericycle.com

GARRY LEVERE
 District Sales Manager - Ottawa, Quebec & Atlantic Canada
 Mobile: (613) 795-5509
 Email: garry.levere@stericycle.com

 To inquire about an Accounting Issue (ie. Invoice Discrepancy); Address a Concern; or File a Complaint:

Customer should send inquiry directly to our Operations Team 'Primary Contact', and Garry Levere and Rob Jarvis both CC'd.

Operations Team:

Primary Contact (in NL):
 SHANE REGULAR
 Transportation Manager - Newfoundland
 Mobile: (709) 770-2817
 Email: shane.regular@stericycle.com

SERGE LEGERE
 Route Manager - Atlantic Canada
 Mobile: (902) 943-2467
 Office: 1-800-69-SHRED
 Email: serge.legere@stericycle.com

WAYNE FRANKLIN
 Service Manager - Atlantic Canada
 Mobile: (506) 870-0168
 Office: (506) 855-5543
 Email: wayne.franklin@stericycle.com

ROBERT JARVIS
 District Operations Manager - Atlantic Canada
 Stericycle, Inc. - Halifax, Nova Scotia
 Mobile: (902)-402-9322
 Office: (902)-468-5706
 Email: rob.jarvis@stericycle.com



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GARRY LEVERE
 District Sales Manager - Ottawa, Quebec & Atlantic Canada
 Mobile: (613) 795-5509
 Email: garry.levere@stericycle.com

PPA Contact:
 Diane Bishop
 Phone: 709-729-3332
 dianebishop@gov.nl.ca

VOLUME OF WORK AND EXCLUSIVITY OF CONTRACT:

Public Procurement Agency makes no guarantee as to the value or volume of the Deliverables to the successful bidder(s). The Agreement with the preferred bidder(s), as defined in the Public Procurement Act, will be an exclusive contract for the provision of the Deliverables.

PUBLIC PROCUREMENT ACT, REGULATIONS, POLICIES & TRADE AGREEMENTS:

This agreement is subject to Public Procurement Agency's Legislative Framework: The Public Procurement Act, Public Procurement Regulations and Public Procurement Policy. Bidder(s) should note that procurements falling within the scope of The Canadian Free Trade Agreement (CFTA) and the Atlantic Procurement Agreement are subject to those trade agreements but that the rights and obligations of the parties shall be governed by the specific terms of this ITT. The Atlantic Standard Terms and Conditions apply to this ITT and may be obtained from Public Procurement Agency, or by way of the internet at: www.ppa.gov.nl.ca.

DISCLOSURE OF INFORMATION:

The financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process. This procurement process is subject to the Access to Information and Protection of Privacy Act, 2015. The bidder agrees that any specific information in its bid that may qualify for an exemption from disclosure under subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015 has been identified. If no specific information has been identified it is assumed that, in the opinion of the bidder, there is no specific information that qualifies for an exemption under subsection 39(1) of the Access to Information and Protection of Privacy Act.

THE DELIVERABLES:

Regional boundaries are outlined in a separate attachment - NEWFOUNDLAND AND LABRADOR REGIONS MAP. A separate contract shall be issued for each of the five (5) regions. When placing orders, participants shall use the contract that is in place for the region corresponding to the delivery location:



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- Region 1 - Avalon
- Region 2 - Eastern
- Region 3 - Central
- Region 4 - Western
- Region 5 - Labrador

Deliveries shall be made in accordance with dates and delivery location stated on participating organization's "Purchase Order". All shipments/deliveries shall state Purchase Order Number.

PRODUCT SPECIFICATIONS:

Console/Bin Sizes:

- 32 Gallon - Standard Locked Office Console (approximate size, 36"H x 20"1/4W x 19"1/2D);
- 64 Gallon - Locked Bin on wheels with Hinged Lid (approximate size);
- 95 Gallon - Locked Bin on wheels with Hinged Lid (approximate size)

Box Sizes:

- Box sizes shall be 'Standard'- Letter/Legal approximately (15"L x 12"W x 10"D), 1.1 Cubic Feet;
- Minimum quantity of standard boxes to be shredded per location shall be 10 boxes.

Shred Size:

- Shred size SHALL NOT exceed 5/8th of an inch and shall use the "pierce and tear" or "cross cut" shredding concept;
- The vendor may be required to provide a `sample' on demand, if requested, by participant any time during the contract.

Bin Identification:

- Each bin/console SHALL clearly identify Supplier Name and Contact Information;
- Well maintained, aesthetically pleasing bins are expected.

Certificate of Destruction:

- Vendor SHALL provide a signed `Certificate of Destruction' to the on-site client immediately upon completion of secure on-site shredding services that shows the amount of documents destroyed, date of the service, name and signature of the company person who conducted the destruction.

Delivery Schedules:

- Delivery Schedules can be set up by the end-user for regular pick-up service ie. Every 2, 4 or 8 weeks or on a call-in or `as and when required basis';
- Deliveries will only be accepted during the regular business hours of the



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organization;

- The vendor shall have deliveries completed to participants within seven (7) days upon receipt of each purchase order;
- Delivery performance shall be monitored for the life of the contract.
- Public Procurement Agency reserves the right to cancel this agreement if delinquent deliveries are experienced;
- Should the vendor miss a scheduled pickup due to unforeseen circumstances, they must inform entity of delay/cancellation and arrange alternate pick-up time;
- In the event a regular scheduled service falls on a government holiday, the supplier will provide shredding service on the next business day;
- Each delivery location shall provide to the successful supplier a 'point of contact' upon entering the Public Body premises and advise if contact is to escort/oversee the shredding staff during the removal of secure bins/containers. Out of fairness and respect to the supplier (who is operating on a fixed schedule), participants should appoint an 'alternate point of contact' to cover off the 1st point of contacts vacation, break, or lunch etc. However, vendor should accept that some entities operate on a 12:00-2:00pm lunch period whereby no point of contact will be available and such cases shall be noted on a pre-set delivery schedule;
- A designated representative from a Public Body shall be permitted to accompany the shredding staff when picking up the bins / consoles / boxes and during the shredding process.

Bin Labeling & Bin Locations:

- Primary material being destroyed consists of paper documents. Bins are to include 'Labeling Instructions' as to the type of paper contents permitted in bins. (i.e. Acceptable paper materials: White and Coloured Bond Copy Paper; Newsprint; Store Flyers; Glossy Magazines; Catalogues; Brochures; Telephone Directories; Paper Back Books; Envelopes; Notepads; Sticky Notes; Paper Gift Wrap; Greeting Cards; Calendars; File Folders; Posters; and Card Stock);
- Vendor shall be responsible for maintaining a list of console/bin locations, accessible to PPA and provide quarterly reports to the Agency of any additions or deletions of consoles and bins.

Enclosed Locked Bin:

- All documents SHALL be removed from the client's location in an enclosed locked bin and shredded on site, at the time of pick up;
- Only employees from assigned shredding company, or mutually approved staff of participating public bodies shall have access to unlock the bins/containers.

Inappropriate Contents Placed in Bins/Containers:

- Should inappropriate contents be placed in a container, the Vendor will advise and work with the Public Body to have item(s) removed. The public body shall abide by and enforce proper use of the bins at all times. Contents that contaminate the bins will not be serviced by the supplier and removal of irregular items will be the responsibility of the end-user



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(ie. Binders, Metals, Plastics, Garbage etc.).

Purging of Standard Size Boxes:

- If a government department or public body choses to avail of the purging of standard sized boxes instead of using bins / consoles, a `minimum quantity of boxes to be purged per location shall be 10 boxes';
- The purging of boxes can be included with regular scheduled service of bin/console shredding or on its own on an `as and when required' basis. (I.e. small municipalities may only require shredding service 2 or 3 times a year).

Disposing of already shredded paper by In-House Shredders:

- Vendor shall accept and provide a method for disposing of already shredded paper at public bodies by staff with in-house shredders, contained in plastic bags. (I.e. can be charged as a volume equivalent of X # of standard boxes).

Company On-The-Ground Employees:

- Company employees SHALL have identification visible on clothing at all times;
- Company employees SHALL have a current certificate of conduct, be insured and bondable;
- Vendor should provide sufficient staff to meet the demands of each shred event on site;
- Under no circumstances should Public Body employees assist Company Staff with the actual shred event;
- Vendor and on-the-ground staff SHALL be responsible for all means and methods relating to safety and comply with all local, provincial and federal requirements.

Disposal of Shredded Material:

- All shredded material is NOT permitted to go to the landfill and must be recycled accordingly at a recycling depot of vendor's choice;
- Improperly shredded or disposed documents will be cause for immediate cancellation of the contract. Liability for any such occurrence will be solely with the successful bidder.

Use of Subcontractors:

- The use of 'sub-contractors' will only be permitted off the Avalon Peninsula (Region 1), so Regions 2, 3, 4 and 5; and will be subject to all specifications, terms and conditions of agreement.

Opting-In / Opting-Out of the Agreement:

- Additional participants/public bodies may be added to the agreement or "opt-in" during the duration of the



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contract, at discretion and approval of the Vendor and PPA, for the same pricing, terms and conditions as original agreement;

- In the event a single participant/public body request to exit the agreement or "opt-out", they may do so only after a 3rd letter of complaint/non-compliance has been filed with the company and no resolution forthcoming.

GENERAL PRODUCT/SERVICE REQUIREMENTS:

SCOPE OF WORK:

The resulting MSOA shall be for a period of two (2) Years, with the option to renew, upon mutual consent by both parties, an additional three (3) 1-Year terms, reviewed each year. Agreement will commence on Date of Award and expire on July 31, 2021.

The Master Standing Offer Agreement (MSOA) shall provide Secure On-Site Shredding Services of paper for the five (5) Regions of the Province of Newfoundland and Labrador (Avalon / Eastern / Central / Western / Labrador).

SUPPLY AND DELIVERY OF GOODS/SERVICES:

Prices SHALL remain fixed for the first two (2) years of the contract. Price increases or additional charges not expressly set out in the Master Standing Offer Agreement will not be effective unless agreed to in writing by Public Procurement Agency. Unauthorized rate increases will result in immediate termination of the contract.

- Year 1 and 2 - Date of Award until July 31, 2021
- Year 3 - from Aug 1st, 2021 until July 31, 2022
- Year 4 - from Aug 1st, 2022 until July 31, 2023
- Year 5 - from Aug 1st, 2023 until July 31, 2024

PRICES:

- Prices are exclusive of HST and GST. Applicable taxes shall be applied at the invoicing stage and are to be listed separately on each purchase invoice. HST number for Government Departments is 107442683.
- Prices quoted shall be in Canadian funds.
- Prices quoted shall remain unchanged for the 2 year duration of the contract.
- Prices quoted shall be considered net and inclusive of all discounts.
- Prices quoted shall be FOB destination with all transportation charges prepaid by the contractor for all acquisitions equal to or above minimum order value for deliveries to each region, as listed:

- Region #1 - Avalon
- Region #2 - Eastern
- Region #3 - Central
- Region #4 - Western
- Region #5 - Labrador



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

-- Prices quoted SHALL be on a per bin/tip basis.

-- Bidders SHALL provide onsite, locked and tamper proof bins/consoles at no additional cost.

-- Bidders SHALL provide enough locked, tamper proof bins/consoles to ensure proper numbers throughout 5 Regions of the Province (Avalon/Eastern/Central/Western/Labrador) for the Government of Newfoundland and Labrador and all participating Public Bodies.

-- Bidders SHALL replace damaged bins/consoles or locks at no extra charge and without disruption of service.

-- Prices quoted SHALL be all inclusive of waiting times, pick-up and disposal fees, environmental fees, operating fees, rental fees and all other expenses for the fulfillment of the contract and include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the Province, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

-- Prices quoted SHALL be FOB destination with all transportation charges prepaid by the Vendor for deliveries in each region.

-- No minimum charges shall apply for bin tips.

-- Any separate or additional charges outside this MSOA shall be on a separate invoice.

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

-- The supplier will be responsible for all expenses including travel, labour, machinery, equipment and tools to perform the service. The Agency will not be liable for any loss or damage to such.

PRICING ADJUSTMENT MECHANISM:

Prices quoted shall remain unchanged for the first two (2) years of the contract.

If the renewal option is exercised, for year three (3), four (4) and year five (5) or portion thereof, Public Procurement Agency will accept, for consideration, a written submission of a price increase beyond the vendor's control due to an increase affecting the price of Secure On-Site Shredding Services.

Supporting documentation shall be provided by the vendor justifying the request for a price increase. The increase shall not exceed that of the Consumer Price Index (CPI) All-Items.

Price adjustment requests shall be submitted 30 days prior to date of renewal.

The following table shall be used for the completion of the annual pricing



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adjustment:

Consumer Price Index, by province (monthly) (Newfoundland and Labrador)

<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413&pickMembers%5B0%5D=1.3>

Index Base Period:

Year 3 Renewal: CPI Period April 2020 - April 2021
(for contract year 3 from July 1, 2021 - June 30, 2022)

Year 4 Renewal: CPI Period April 2021 - April 2022
(for contract year 4 from July 1, 2022 - June 30, 2023)

Year 5 Renewal: CPI Period April 2022 - April 2023
(for contract year 4 from July 1, 2023 - June 30, 2024)

For Example:

(Year 3) The CPI All-Items from April 2020 - April 2021 in Newfoundland has risen by 2.5%.

Line Item # 1

Contract Price: \$10.00

Percent Change: 2.5%

Increase Amount: \$0.25 rounded to 2 decimal points

New Price: \$10.25

PERFORMANCE TERMS AND CONDITIONS:

WARRANTY SERVICE:

The supplier guarantees all equipment, materials, workmanship, and labourer's liens. The supplier warrants title to commodities supplied and warrants them free from defects and/or imperfections, and will indemnify and hold the purchaser harmless against any or all suits, claims, demands and/or expenses, patent, litigation infringement, or any claim by third parties in or to the commodities mentioned and supplied by him.

The supplier warrants to the Agency that all services performed shall: exercise a degree of professionalism, skill, diligence, care, judgment, and integrity which would reasonably be expected from a skilled and experienced service provider; be in accordance with all terms, conditions, specifications, policies, guidelines, by-laws and codes of conduct applicable to Supplier; and use only personnel legally entitled to work in Canada and who possess the skills, training, expertise, and qualifications necessary to carry out the Services.



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CONFIDENTIALITY:

Supplier shall implement and maintain security standards and procedures for the safeguarding of Public Bodies confidential information. Supplier agrees to promptly notify the Agency in writing upon becoming aware of a breach of either Supplier's security standards and procedures or PPA's security policies, or any unauthorized disclosure of Confidential Information that Supplier is required to keep confidential. Supplier shall take immediate steps to mitigate any breach or unauthorized disclosure.

NOTICE OF NON-COMPLIANCE:

If for any reason supplier does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, supplier must promptly notify the Agency of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Any agreement issued pursuant to this invitation to tender shall be issued in the name of the vendor exactly as that bidder's personal or corporate name is stated in the tender document. Under no circumstances will an agreement be issued to an individual or corporation other than that named in the tender document. Similarly, payment shall only be issued in the name of the vendor as stated in the tender document.

CANCELLATION OF CONTRACT:

The cancellation of the entire MSOA contract can only be administered by PPA with 30 days notice.

Any contract issued as a result of this RFP shall be subject to cancellation by Public Procurement Agency within 30 days of written notification and by the Supplier within 90 days written notice. Payment of goods on order or in the process of being delivered will be honoured.

Public Procurement Agency shall be entitled to suspend and/or terminate the Agreement for cause, upon the occurrence of any of the following events:

i. Supplier breaches or fails to comply with the Agreement and such security breach or failure is not remedied by Supplier to the reasonable satisfaction of the Agency within ten (10) days after written notice from PPA to remedy the breach or failure;

ii. Supplier becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of creditors, or otherwise acknowledges its insolvency, or a receiver or receiver manager is appointed for any property of Supplier;

iii. Supplier repudiates its obligations under the Agreement; or

iv. The Agency determines that any statement, representation or warranty made by Supplier in its Supplier Proposal or in the Agreement was untrue or incorrect.

Upon the supplier not complying with the terms and conditions set forth in the contract, they will receive a maximum of two (2) written notices from Public Procurement Agency. After a third incident the Agency will reserve its right to



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cancel the contract.

Upon termination or suspension of the Agreement, Supplier shall be responsible for and shall reimburse Public Procurement Agency for all loss, costs and damages incurred by the Agency as a result of or arising from event of default.

Public Procurement Agency may, at its sole discretion, and at any time, terminate the Agreement without cause upon giving thirty (30) days prior written notice of termination to Supplier. In such event, Supplier shall be entitled to receive payment for the goods it has delivered to the Agency and for which acceptance has been provided, and for services it has satisfactorily performed up to the date of termination. Payments to Supplier of the foregoing amounts shall constitute full and final satisfaction of the Agency's obligations to Supplier under the Agreement.

In the event the Agreement is terminated by Public Procurement Agency pursuant to this Section, Supplier shall not be reimbursed for any profits that may have been anticipated but not earned up to the termination date, and Supplier shall not have any claim or entitlement to any additional compensation or damages arising from such termination.

In the event the Supplier fails to enter into agreement or terminates the contract, for any reason, Public Procurement Agency reserves the right to contract with the next preferred bidder that meets the terms and conditions set out in the original RFP.

RETURNS:

In the event of a defective product, any participating organization reserves the right to return it to the supplier. All delivery and return costs will be the responsibility of the supplier. Claims for either shortages or damaged merchandise will be submitted to vendor within thirty days of invoice. Incorrect items supplied will be returned to supplier at NO cost to the Department & NO restocking charge shall be considered. All costs for restocking and transportation shall be the responsibility of the supplier.

SUBSTITUTIONS:

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

REPORTING:

The successful supplier SHALL provide quarterly usage reports regarding the individual product usage for all the items listed on this RFP, in a format and time frame determined by the Public Procurement Agency (i.e. items procured by entities, product usage, delivery, order-fill rates, and backorders). The successful bidder may be requested to provide usage reports on related items not listed on this document for future reference.



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ADDITIONAL TERMS AND CONDITIONS:

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

QUANTITY:

The quantities listed herein are projected usages for the contract period and are estimates made in good faith and are not a guarantee of the quantities that may be ordered. The contract shall be limited to the actual quantities ordered and delivered during the contract period. The successful supplier shall maintain adequate stock to cover requirements when requested. The suppliers shall provide only the quantity of an item ordered by the end user, regardless of the manufacturer/supplier's standard packaging.

INVOICING:

Each participating Public Body will be responsible for issuing its own contract/purchase orders(s) and is to be invoiced accordingly. Contact names and numbers will be provided to the successful bidder. Any agreement issued pursuant to this invitation to tender shall be issued in the name of the vendor exactly as that bidder's personal or corporate name is stated in the tender document. Under no circumstances will an agreement be issued to an individual or corporation other than that named in the tender document. Payment shall only be issued in the name of the vendor as stated in the tender document.

Any Government Department or Public Body reserves the right to utilize a procurement card (P-CARD) in lieu of a purchase order for all or select acquisitions. Vendors shall not refuse nor charge additional premiums or fees when procurements cards are tendered for payment.

Invoices shall be submitted directly to each participating organization who obtain the goods. It is to be understood that payment of invoices will be the responsibility of the ordering Public Body and further understood that the successful supplier(s) will hold the Public Procurement Agency harmless respecting any loss, damage and non-payment resulting from or relating to any order placed with the supplier against any contract resulting from this Invitation to Tender.

The successful supplier shall ensure that the company name, address and contact details (phone number, fax number) provided on the tender response shall also be used on all invoicing presented for payment. (ie: The company name and address on monthly invoices submitted for payment shall be the same as the company name and address submitted on tender bid). Payment terms will be net 30 days following completion of any services and receipt of invoice.

Government Departments Only:

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



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

Department of Finance
Corporate Financial Services Division
657 Topsail Road, St. John's, NL
A1E 2E3

Email: gnlinvoices@gov.nl.ca

DIRECT DEPOSIT FOR PAYMENT:

Government Departments Only:

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

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

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

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

PARTICIPANTS

All Government Departments

Entities:

- College of the North Atlantic
- Legal Aid NL
- Memorial University of Newfoundland & Labrador
- Newfoundland & Labrador Centre for Health Information
- Newfoundland & Labrador English School District
- Newfoundland & Labrador Housing Corporation
- Newfoundland & Labrador Hydro
- Newfoundland Labrador Liquor Corporation
- Workplace NL

Municipalities:

- City of Corner Brook
- City of St. John's
- Baie Verte
- Brighton
- Glovertown
- Lewisporte
- St. George's
- St. Anthony



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1	Shredding Service, Standard Secure Office Console, (approx. 32 Gallon), 20"1/4W x 19"1/2D x 36"H	EACH	6.00		
2	Shredding Service, (64 Gallon Bin), Locked, on 4 Wheels for Safe Movement	EACH	10.00		
3	Shredding Service, (approx 95 Gallon Bin), Locked, on 4 Wheels for Safe Movement	EACH	14.00		
4	Purging Service, (Standard Size Boxes - Ground Level)	EACH	2.00		
5	Purging Service, (Standard Size Boxes - Above Ground / Stairs / Multiple Levels)	EACH	2.00		

End of Document

	Government of Newfoundland and Labrador Public Procurement Agency 30 Strawberry Marsh Rd. St. John's NL A1B 4R4		Purchase Order No. 219014171	Revision No. 0	Page No. 1
	TO: SHRED-IT INTERNATIONAL ULC PO Box 15781, Station A Toronto, ON M5W 1C1 Canada		SHIP TO: As indicated in blanket release or contract agreement PO Canada		
Customer No. DESTINATION		Supplier No. 40046433	Ordered / Buyer 31-JUL-19 Bishop, D		Revised / Buyer
F.O.B: DESTINATION		Requestor:		Contact:	
Effective Start Date 01-AUG-2019		Effective End Date 31-JUL-2021		Amount Agreed (CAD)	
IMPORTANT: Document valid ONLY if NAME and DATE are present in "Authorized By" section.					
AUTHORIZED BY: Hynes, J		DATE: 06-AUG-19		TOTAL:	
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Notes:

MSOA for SECURE ON-SITE SHREDDING SERVICES, (Region 4 - Western).

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

This RFP118028820 shall form part of the contract.

PERIOD OF CONTRACT:

The preferred bidder will be required to enter into an agreement with Public Procurement Agency for the provision of the Deliverables. It is the intention of Public Procurement Agency to enter into the Agreement for a period of two (2) Years, beginning August 1, 2019 until July 31, 2021, with an option to extend the Agreement upon mutual consent of both parties, the same pricing, terms and conditions for three (3) additional years, reviewed each year (with possible CPI Pricing Adjustments for year 3, 4 & 5).

VENDOR CONTACT INFORMATION:

To arrange for Secure On-Site Shredding Service and Schedule Set-Up:

- Participant contacts Company with a service request;
- Company submits request to appropriate branch and a schedule date is discussed;
- Company contacts the participant to advise of proposed scheduled date;
- Company's Customer Service Representative reviews service reports via tracking mechanisms to confirm completion of request.

In the event you wish to change frequency of service; add extra bin/console equipment; add a new location, etc. all request are directed to the Sales Team 'Primary Contact', and Garry Levere should be CC'd.

Company will add a dedicated Inside Sales Executive to process any and all Purge requests. The name of this individual will be added after award.



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Sales Team:

Primary Contact:
 BRYAN DANIEL
 Sales Executive - Atlantic Canada
 Mobile: (902) 719-7842
 Office: (902) 468-5706
 Email: bryan.daniel@stericycle.com

COREY O'DONNELL
 Sales Executive - Atlantic Canada
 Mobile: (902) 877-2643
 Office: (902) 468-5706
 Email: corey.odonnell@stericycle.com

GARRY LEVERE
 District Sales Manager - Ottawa, Quebec & Atlantic Canada
 Mobile: (613) 795-5509
 Email: garry.levere@stericycle.com

 To inquire about an Accounting Issue (ie. Invoice Discrepancy); Address a Concern; or File a Complaint:

Customer should send inquiry directly to our Operations Team 'Primary Contact', and Garry Levere and Rob Jarvis both CC'd.

Operations Team:

Primary Contact (in NL):
 SHANE REGULAR
 Transportation Manager - Newfoundland
 Mobile: (709) 770-2817
 Email: shane.regular@stericycle.com

SERGE LEGERE
 Route Manager - Atlantic Canada
 Mobile: (902) 943-2467
 Office: 1-800-69-SHRED
 Email: serge.legere@stericycle.com

WAYNE FRANKLIN
 Service Manager - Atlantic Canada
 Mobile: (506) 870-0168
 Office: (506) 855-5543
 Email: wayne.franklin@stericycle.com

ROBERT JARVIS
 District Operations Manager - Atlantic Canada
 Stericycle, Inc. - Halifax, Nova Scotia
 Mobile: (902)-402-9322
 Office: (902)-468-5706
 Email: rob.jarvis@stericycle.com



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GARRY LEVERE
 District Sales Manager - Ottawa, Quebec & Atlantic Canada
 Mobile: (613) 795-5509
 Email: garry.levere@stericycle.com

PPA Contact:
 Diane Bishop
 Phone: 709-729-3332
 dianebishop@gov.nl.ca

VOLUME OF WORK AND EXCLUSIVITY OF CONTRACT:

Public Procurement Agency makes no guarantee as to the value or volume of the Deliverables to the successful bidder(s). The Agreement with the preferred bidder(s), as defined in the Public Procurement Act, will be an exclusive contract for the provision of the Deliverables.

PUBLIC PROCUREMENT ACT, REGULATIONS, POLICIES & TRADE AGREEMENTS:

This agreement is subject to Public Procurement Agency's Legislative Framework: The Public Procurement Act, Public Procurement Regulations and Public Procurement Policy. Bidder(s) should note that procurements falling within the scope of The Canadian Free Trade Agreement (CFTA) and the Atlantic Procurement Agreement are subject to those trade agreements but that the rights and obligations of the parties shall be governed by the specific terms of this ITT. The Atlantic Standard Terms and Conditions apply to this ITT and may be obtained from Public Procurement Agency, or by way of the internet at: www.ppa.gov.nl.ca.

DISCLOSURE OF INFORMATION:

The financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process. This procurement process is subject to the Access to Information and Protection of Privacy Act, 2015. The bidder agrees that any specific information in its bid that may qualify for an exemption from disclosure under subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015 has been identified. If no specific information has been identified it is assumed that, in the opinion of the bidder, there is no specific information that qualifies for an exemption under subsection 39(1) of the Access to Information and Protection of Privacy Act.

THE DELIVERABLES:

Regional boundaries are outlined in a separate attachment - NEWFOUNDLAND AND LABRADOR REGIONS MAP. A separate contract shall be issued for each of the five (5) regions. When placing orders, participants shall use the contract that is in place for the region corresponding to the delivery location:



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- Region 1 - Avalon
- Region 2 - Eastern
- Region 3 - Central
- Region 4 - Western
- Region 5 - Labrador

Deliveries shall be made in accordance with dates and delivery location stated on participating organization's "Purchase Order". All shipments/deliveries shall state Purchase Order Number.

PRODUCT SPECIFICATIONS:

Console/Bin Sizes:

- 32 Gallon - Standard Locked Office Console (approximate size, 36"H x 20"1/4W x 19"1/2D);
- 64 Gallon - Locked Bin on wheels with Hinged Lid (approximate size);
- 95 Gallon - Locked Bin on wheels with Hinged Lid (approximate size)

Box Sizes:

- Box sizes shall be 'Standard'- Letter/Legal approximately (15"L x 12"W x 10"D), 1.1 Cubic Feet;
- Minimum quantity of standard boxes to be shredded per location shall be 10 boxes.

Shred Size:

- Shred size SHALL NOT exceed 5/8th of an inch and shall use the "pierce and tear" or "cross cut" shredding concept;
- The vendor may be required to provide a `sample' on demand, if requested, by participant any time during the contract.

Bin Identification:

- Each bin/console SHALL clearly identify Supplier Name and Contact Information;
- Well maintained, aesthetically pleasing bins are expected.

Certificate of Destruction:

- Vendor SHALL provide a signed `Certificate of Destruction' to the on-site client immediately upon completion of secure on-site shredding services that shows the amount of documents destroyed, date of the service, name and signature of the company person who conducted the destruction.

Delivery Schedules:

- Delivery Schedules can be set up by the end-user for regular pick-up service ie. Every 2, 4 or 8 weeks or on a call-in or `as and when required basis';
- Deliveries will only be accepted during the regular business hours of the



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organization;

- The vendor shall have deliveries completed to participants within seven (7) days upon receipt of each purchase order;
- Delivery performance shall be monitored for the life of the contract.
- Public Procurement Agency reserves the right to cancel this agreement if delinquent deliveries are experienced;
- Should the vendor miss a scheduled pickup due to unforeseen circumstances, they must inform entity of delay/cancellation and arrange alternate pick-up time;
- In the event a regular scheduled service falls on a government holiday, the supplier will provide shredding service on the next business day;
- Each delivery location shall provide to the successful supplier a 'point of contact' upon entering the Public Body premises and advise if contact is to escort/oversee the shredding staff during the removal of secure bins/consoles. Out of fairness and respect to the supplier (who is operating on a fixed schedule), participants should appoint an 'alternate point of contact' to cover off the 1st point of contacts vacation, break, or lunch etc. However, vendor should accept that some entities operate on a 12:00-2:00pm lunch period whereby no point of contact will be available and such cases shall be noted on a pre-set delivery schedule;
- A designated representative from a Public Body shall be permitted to accompany the shredding staff when picking up the bins / consoles / boxes and during the shredding process.

Bin Labeling & Bin Locations:

- Primary material being destroyed consists of paper documents. Bins are to include 'Labeling Instructions' as to the type of paper contents permitted in bins. (i.e. Acceptable paper materials: White and Coloured Bond Copy Paper; Newsprint; Store Flyers; Glossy Magazines; Catalogues; Brochures; Telephone Directories; Paper Back Books; Envelopes; Notepads; Sticky Notes; Paper Gift Wrap; Greeting Cards; Calendars; File Folders; Posters; and Card Stock);
- Vendor shall be responsible for maintaining a list of console/bin locations, accessible to PPA and provide quarterly reports to the Agency of any additions or deletions of consoles and bins.

Enclosed Locked Bin:

- All documents SHALL be removed from the client's location in an enclosed locked bin and shredded on site, at the time of pick up;
- Only employees from assigned shredding company, or mutually approved staff of participating public bodies shall have access to unlock the bins/consoles.

Inappropriate Contents Placed in Bins/Consoles:

- Should inappropriate contents be place in a console, the Vendor will advise and work with the Public Body to have item(s) removed. The public body shall abide by and enforce proper use of the bins at all times. Contents that contaminate the bins will not be serviced by the supplier and removal of irregular items will be the responsibility of the end-user



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(ie. Binders, Metals, Plastics, Garbage etc.).

Purging of Standard Size Boxes:

- If a government department or public body choses to avail of the purging of standard sized boxes instead of using bins / consoles, a `minimum quantity of boxes to be purged per location shall be 10 boxes';
- The purging of boxes can be included with regular scheduled service of bin/console shredding or on its own on an `as and when required' basis. (I.e. small municipalities may only require shredding service 2 or 3 times a year).

Disposing of already shredded paper by In-House Shredders:

- Vendor shall accept and provide a method for disposing of already shredded paper at public bodies by staff with in-house shredders, contained in plastic bags. (I.e. can be charged as a volume equivalent of X # of standard boxes).

Company On-The-Ground Employees:

- Company employees SHALL have identification visible on clothing at all times;
- Company employees SHALL have a current certificate of conduct, be insured and bondable;
- Vendor should provide sufficient staff to meet the demands of each shred event on site;
- Under no circumstances should Public Body employees assist Company Staff with the actual shred event;
- Vendor and on-the-ground staff SHALL be responsible for all means and methods relating to safety and comply with all local, provincial and federal requirements.

Disposal of Shredded Material:

- All shredded material is NOT permitted to go to the landfill and must be recycled accordingly at a recycling depot of vendor's choice;
- Improperly shredded or disposed documents will be cause for immediate cancellation of the contract. Liability for any such occurrence will be solely with the successful bidder.

Use of Subcontractors:

- The use of 'sub-contractors' will only be permitted off the Avalon Peninsula (Region 1), so Regions 2, 3, 4 and 5; and will be subject to all specifications, terms and conditions of agreement.

Opting-In / Opting-Out of the Agreement:

- Additional participants/public bodies may be added to the agreement or "opt-in" during the duration of the



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contract, at discretion and approval of the Vendor and PPA, for the same pricing, terms and conditions as original agreement;

- In the event a single participant/public body request to exit the agreement or "opt-out", they may do so only after a 3rd letter of complaint/non-compliance has been filed with the company and no resolution forthcoming.

GENERAL PRODUCT/SERVICE REQUIREMENTS:

SCOPE OF WORK:

The resulting MSOA shall be for a period of two (2) Years, with the option to renew, upon mutual consent by both parties, an additional three (3) 1-Year terms, reviewed each year. Agreement will commence on Date of Award and expire on July 31, 2021.

The Master Standing Offer Agreement (MSOA) shall provide Secure On-Site Shredding Services of paper for the five (5) Regions of the Province of Newfoundland and Labrador (Avalon / Eastern / Central / Western / Labrador).

SUPPLY AND DELIVERY OF GOODS/SERVICES:

Prices SHALL remain fixed for the first two (2) years of the contract. Price increases or additional charges not expressly set out in the Master Standing Offer Agreement will not be effective unless agreed to in writing by Public Procurement Agency. Unauthorized rate increases will result in immediate termination of the contract.

- Year 1 and 2 - Date of Award until July 31, 2021
- Year 3 - from Aug 1st, 2021 until July 31, 2022
- Year 4 - from Aug 1st, 2022 until July 31, 2023
- Year 5 - from Aug 1st, 2023 until July 31, 2024

PRICES:

- Prices are exclusive of HST and GST. Applicable taxes shall be applied at the invoicing stage and are to be listed separately on each purchase invoice. HST number for Government Departments is 107442683.
- Prices quoted shall be in Canadian funds.
- Prices quoted shall remain unchanged for the 2 year duration of the contract.
- Prices quoted shall be considered net and inclusive of all discounts.
- Prices quoted shall be FOB destination with all transportation charges prepaid by the contractor for all acquisitions equal to or above minimum order value for deliveries to each region, as listed:

- Region #1 - Avalon
- Region #2 - Eastern
- Region #3 - Central
- Region #4 - Western
- Region #5 - Labrador



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

-- Prices quoted SHALL be on a per bin/tip basis.

-- Bidders SHALL provide onsite, locked and tamper proof bins/consoles at no additional cost.

-- Bidders SHALL provide enough locked, tamper proof bins/consoles to ensure proper numbers throughout 5 Regions of the Province (Avalon/Eastern/Central/Western/Labrador) for the Government of Newfoundland and Labrador and all participating Public Bodies.

-- Bidders SHALL replace damaged bins/consoles or locks at no extra charge and without disruption of service.

-- Prices quoted SHALL be all inclusive of waiting times, pick-up and disposal fees, environmental fees, operating fees, rental fees and all other expenses for the fulfillment of the contract and include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the Province, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

-- Prices quoted SHALL be FOB destination with all transportation charges prepaid by the Vendor for deliveries in each region.

-- No minimum charges shall apply for bin tips.

-- Any separate or additional charges outside this MSOA shall be on a separate invoice.

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

-- The supplier will be responsible for all expenses including travel, labour, machinery, equipment and tools to perform the service. The Agency will not be liable for any loss or damage to such.

PRICING ADJUSTMENT MECHANISM:

Prices quoted shall remain unchanged for the first two (2) years of the contract.

If the renewal option is exercised, for year three (3), four (4) and year five (5) or portion thereof, Public Procurement Agency will accept, for consideration, a written submission of a price increase beyond the vendor's control due to an increase affecting the price of Secure On-Site Shredding Services.

Supporting documentation shall be provided by the vendor justifying the request for a price increase. The increase shall not exceed that of the Consumer Price Index (CPI) All-Items.

Price adjustment requests shall be submitted 30 days prior to date of renewal.

The following table shall be used for the completion of the annual pricing



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adjustment:

Consumer Price Index, by province (monthly) (Newfoundland and Labrador)

<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413&pickMembers%5B0%5D=1.3>

Index Base Period:

Year 3 Renewal: CPI Period April 2020 - April 2021
(for contract year 3 from July 1, 2021 - June 30, 2022)

Year 4 Renewal: CPI Period April 2021 - April 2022
(for contract year 4 from July 1, 2022 - June 30, 2023)

Year 5 Renewal: CPI Period April 2022 - April 2023
(for contract year 4 from July 1, 2023 - June 30, 2024)

For Example:

(Year 3) The CPI All-Items from April 2020 - April 2021 in Newfoundland has risen by 2.5%.

Line Item # 1

Contract Price: \$10.00

Percent Change: 2.5%

Increase Amount: \$0.25 rounded to 2 decimal points

New Price: \$10.25

PERFORMANCE TERMS AND CONDITIONS:

WARRANTY SERVICE:

The supplier guarantees all equipment, materials, workmanship, and labourer's liens. The supplier warrants title to commodities supplied and warrants them free from defects and/or imperfections, and will indemnify and hold the purchaser harmless against any or all suits, claims, demands and/or expenses, patent, litigation infringement, or any claim by third parties in or to the commodities mentioned and supplied by him.

The supplier warrants to the Agency that all services performed shall: exercise a degree of professionalism, skill, diligence, care, judgment, and integrity which would reasonably be expected from a skilled and experienced service provider; be in accordance with all terms, conditions, specifications, policies, guidelines, by-laws and codes of conduct applicable to Supplier; and use only personnel legally entitled to work in Canada and who possess the skills, training, expertise, and qualifications necessary to carry out the Services.



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CONFIDENTIALITY:

Supplier shall implement and maintain security standards and procedures for the safeguarding of Public Bodies confidential information. Supplier agrees to promptly notify the Agency in writing upon becoming aware of a breach of either Supplier's security standards and procedures or PPA's security policies, or any unauthorized disclosure of Confidential Information that Supplier is required to keep confidential. Supplier shall take immediate steps to mitigate any breach or unauthorized disclosure.

NOTICE OF NON-COMPLIANCE:

If for any reason supplier does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, supplier must promptly notify the Agency of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Any agreement issued pursuant to this invitation to tender shall be issued in the name of the vendor exactly as that bidder's personal or corporate name is stated in the tender document. Under no circumstances will an agreement be issued to an individual or corporation other than that named in the tender document. Similarly, payment shall only be issued in the name of the vendor as stated in the tender document.

CANCELLATION OF CONTRACT:

The cancellation of the entire MSOA contract can only be administered by PPA with 30 days notice.

Any contract issued as a result of this RFP shall be subject to cancellation by Public Procurement Agency within 30 days of written notification and by the Supplier within 90 days written notice. Payment of goods on order or in the process of being delivered will be honoured.

Public Procurement Agency shall be entitled to suspend and/or terminate the Agreement for cause, upon the occurrence of any of the following events:

- i. Supplier breaches or fails to comply with the Agreement and such security breach or failure is not remedied by Supplier to the reasonable satisfaction of the Agency within ten (10) days after written notice from PPA to remedy the breach or failure;
- ii. Supplier becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of creditors, or otherwise acknowledges its insolvency, or a receiver or receiver manager is appointed for any property of Supplier;
- iii. Supplier repudiates its obligations under the Agreement; or
- iv. The Agency determines that any statement, representation or warranty made by Supplier in its Supplier Proposal or in the Agreement was untrue or incorrect.

Upon the supplier not complying with the terms and conditions set forth in the contract, they will receive a maximum of two (2) written notices from Public Procurement Agency. After a third incident the Agency will reserve its right to



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cancel the contract.

Upon termination or suspension of the Agreement, Supplier shall be responsible for and shall reimburse Public Procurement Agency for all loss, costs and damages incurred by the Agency as a result of or arising from event of default.

Public Procurement Agency may, at its sole discretion, and at any time, terminate the Agreement without cause upon giving thirty (30) days prior written notice of termination to Supplier. In such event, Supplier shall be entitled to receive payment for the goods it has delivered to the Agency and for which acceptance has been provided, and for services it has satisfactorily performed up to the date of termination. Payments to Supplier of the foregoing amounts shall constitute full and final satisfaction of the Agency's obligations to Supplier under the Agreement.

In the event the Agreement is terminated by Public Procurement Agency pursuant to this Section, Supplier shall not be reimbursed for any profits that may have been anticipated but not earned up to the termination date, and Supplier shall not have any claim or entitlement to any additional compensation or damages arising from such termination.

In the event the Supplier fails to enter into agreement or terminates the contract, for any reason, Public Procurement Agency reserves the right to contract with the next preferred bidder that meets the terms and conditions set out in the original RFP.

RETURNS:

In the event of a defective product, any participating organization reserves the right to return it to the supplier. All delivery and return costs will be the responsibility of the supplier. Claims for either shortages or damaged merchandise will be submitted to vendor within thirty days of invoice. Incorrect items supplied will be returned to supplier at NO cost to the Department & NO restocking charge shall be considered. All costs for restocking and transportation shall be the responsibility of the supplier.

SUBSTITUTIONS:

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

REPORTING:

The successful supplier SHALL provide quarterly usage reports regarding the individual product usage for all the items listed on this RFP, in a format and time frame determined by the Public Procurement Agency (i.e. items procured by entities, product usage, delivery, order-fill rates, and backorders). The successful bidder may be requested to provide usage reports on related items not listed on this document for future reference.



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ADDITIONAL TERMS AND CONDITIONS:

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

QUANTITY:

The quantities listed herein are projected usages for the contract period and are estimates made in good faith and are not a guarantee of the quantities that may be ordered. The contract shall be limited to the actual quantities ordered and delivered during the contract period. The successful supplier shall maintain adequate stock to cover requirements when requested. The suppliers shall provide only the quantity of an item ordered by the end user, regardless of the manufacturer/supplier's standard packaging.

INVOICING:

Each participating Public Body will be responsible for issuing its own contract/purchase orders(s) and is to be invoiced accordingly. Contact names and numbers will be provided to the successful bidder. Any agreement issued pursuant to this invitation to tender shall be issued in the name of the vendor exactly as that bidder's personal or corporate name is stated in the tender document. Under no circumstances will an agreement be issued to an individual or corporation other than that named in the tender document. Payment shall only be issued in the name of the vendor as stated in the tender document.

Any Government Department or Public Body reserves the right to utilize a procurement card (P-CARD) in lieu of a purchase order for all or select acquisitions. Vendors shall not refuse nor charge additional premiums or fees when procurements cards are tendered for payment.

Invoices shall be submitted directly to each participating organization who obtain the goods. It is to be understood that payment of invoices will be the responsibility of the ordering Public Body and further understood that the successful supplier(s) will hold the Public Procurement Agency harmless respecting any loss, damage and non-payment resulting from or relating to any order placed with the supplier against any contract resulting from this Invitation to Tender.

The successful supplier shall ensure that the company name, address and contact details (phone number, fax number) provided on the tender response shall also be used on all invoicing presented for payment. (ie: The company name and address on monthly invoices submitted for payment shall be the same as the company name and address submitted on tender bid). Payment terms will be net 30 days following completion of any services and receipt of invoice.

Government Departments Only:

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



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

Department of Finance
Corporate Financial Services Division
657 Topsail Road, St. John's, NL
A1E 2E3

Email: gnlinvoices@gov.nl.ca

DIRECT DEPOSIT FOR PAYMENT:

Government Departments Only:

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

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

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

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

PARTICIPANTS

All Government Departments

Entities:

- College of the North Atlantic
- Legal Aid NL
- Memorial University of Newfoundland & Labrador
- Newfoundland & Labrador Centre for Health Information
- Newfoundland & Labrador English School District
- Newfoundland & Labrador Housing Corporation
- Newfoundland & Labrador Hydro
- Newfoundland Labrador Liquor Corporation
- Workplace NL

Municipalities:

- City of Corner Brook
- City of St. John's
- Baie Verte
- Brighton
- Glovertown
- Lewisporte
- St. George's
- St. Anthony



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1	Shredding Service, Standard Secure Office Console, (approx. 32 Gallon), 20"1/4W x 19"1/2D x 36"H	EACH	5.25		
2	Shredding Service, (64 Gallon Bin), Locked, on 4 Wheels for Safe Movement	EACH	10.00		
3	Shredding Service, (approx 95 Gallon Bin), Locked, on 4 Wheels for Safe Movement	EACH	14.00		
4	Purging Service, (Standard Size Boxes - Ground Level)	EACH	1.80		
5	Purging Service, (Standard Size Boxes - Above Ground / Stairs / Multiple Levels)	EACH	1.90		

End of Document

	Government of Newfoundland and Labrador Public Procurement Agency 30 Strawberry Marsh Rd. St. John's NL A1B 4R4		Purchase Order No. 219014172	Revision No. 0	Page No. 1
	TO: SHRED-IT INTERNATIONAL ULC PO Box 15781, Station A Toronto, ON M5W 1C1 Canada		SHIP TO: As indicated in blanket release or contract agreement PO Canada		
Customer No. DESTINATION		Supplier No. 40046433	Ordered / Buyer 31-JUL-19 Bishop, D		Revised / Buyer
F.O.B: DESTINATION		Requestor:		Contact:	
Effective Start Date 01-AUG-2019		Effective End Date 31-JUL-2021		Amount Agreed (CAD)	
IMPORTANT: Document valid ONLY if NAME and DATE are present in "Authorized By" section.					
AUTHORIZED BY: Hynes, J		DATE: 06-AUG-19		TOTAL:	
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Notes:

MSOA for SECURE ON-SITE SHREDDING SERVICES, (Region 5 - Labrador).

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

This RFP118028820 shall form part of the contract.

PERIOD OF CONTRACT:

The preferred bidder will be required to enter into an agreement with Public Procurement Agency for the provision of the Deliverables. It is the intention of Public Procurement Agency to enter into the Agreement for a period of two (2) Years, beginning August 1, 2019 until July 31, 2021, with an option to extend the Agreement upon mutual consent of both parties, the same pricing, terms and conditions for three (3) additional years, reviewed each year (with possible CPI Pricing Adjustments for year 3, 4 & 5).

VENDOR CONTACT INFORMATION:

To arrange for Secure On-Site Shredding Service and Schedule Set-Up:

- Participant contacts Company with a service request;
- Company submits request to appropriate branch and a schedule date is discussed;
- Company contacts the participant to advise of proposed scheduled date;
- Company's Customer Service Representative reviews service reports via tracking mechanisms to confirm completion of request.

In the event you wish to change frequency of service; add extra bin/console equipment; add a new location, etc. all request are directed to the Sales Team 'Primary Contact', and Garry Levere should be CC'd.

Company will add a dedicated Inside Sales Executive to process any and all Purge requests. The name of this individual will be added after award.



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Sales Team:

Primary Contact:
 BRYAN DANIEL
 Sales Executive - Atlantic Canada
 Mobile: (902) 719-7842
 Office: (902) 468-5706
 Email: bryan.daniel@stericycle.com

COREY O'DONNELL
 Sales Executive - Atlantic Canada
 Mobile: (902) 877-2643
 Office: (902) 468-5706
 Email: corey.odonnell@stericycle.com

GARRY LEVERE
 District Sales Manager - Ottawa, Quebec & Atlantic Canada
 Mobile: (613) 795-5509
 Email: garry.levere@stericycle.com

To inquire about an Accounting Issue (ie. Invoice Discrepancy); Address a Concern; or File a Complaint:

Customer should send inquiry directly to our Operations Team 'Primary Contact', and Garry Levere and Rob Jarvis both CC'd.

Operations Team:

Primary Contact (in NL):
 SHANE REGULAR
 Transportation Manager - Newfoundland
 Mobile: (709) 770-2817
 Email: shane.regular@stericycle.com

SERGE LEGERE
 Route Manager - Atlantic Canada
 Mobile: (902) 943-2467
 Office: 1-800-69-SHRED
 Email: serge.legere@stericycle.com

WAYNE FRANKLIN
 Service Manager - Atlantic Canada
 Mobile: (506) 870-0168
 Office: (506) 855-5543
 Email: wayne.franklin@stericycle.com

ROBERT JARVIS
 District Operations Manager - Atlantic Canada
 Stericycle, Inc. - Halifax, Nova Scotia
 Mobile: (902)-402-9322
 Office: (902)-468-5706
 Email: rob.jarvis@stericycle.com



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GARRY LEVERE
 District Sales Manager - Ottawa, Quebec & Atlantic Canada
 Mobile: (613) 795-5509
 Email: garry.levere@stericycle.com

PPA Contact:
 Diane Bishop
 Phone: 709-729-3332
 dianebishop@gov.nl.ca

VOLUME OF WORK AND EXCLUSIVITY OF CONTRACT:

Public Procurement Agency makes no guarantee as to the value or volume of the Deliverables to the successful bidder(s). The Agreement with the preferred bidder(s), as defined in the Public Procurement Act, will be an exclusive contract for the provision of the Deliverables.

PUBLIC PROCUREMENT ACT, REGULATIONS, POLICIES & TRADE AGREEMENTS:

This agreement is subject to Public Procurement Agency's Legislative Framework: The Public Procurement Act, Public Procurement Regulations and Public Procurement Policy. Bidder(s) should note that procurements falling within the scope of The Canadian Free Trade Agreement (CFTA) and the Atlantic Procurement Agreement are subject to those trade agreements but that the rights and obligations of the parties shall be governed by the specific terms of this ITT. The Atlantic Standard Terms and Conditions apply to this ITT and may be obtained from Public Procurement Agency, or by way of the internet at: www.ppa.gov.nl.ca.

DISCLOSURE OF INFORMATION:

The financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process. This procurement process is subject to the Access to Information and Protection of Privacy Act, 2015. The bidder agrees that any specific information in its bid that may qualify for an exemption from disclosure under subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015 has been identified. If no specific information has been identified it is assumed that, in the opinion of the bidder, there is no specific information that qualifies for an exemption under subsection 39(1) of the Access to Information and Protection of Privacy Act.

THE DELIVERABLES:

Regional boundaries are outlined in a separate attachment - NEWFOUNDLAND AND LABRADOR REGIONS MAP. A separate contract shall be issued for each of the five (5) regions. When placing orders, participants shall use the contract that is in place for the region corresponding to the delivery location:



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- Region 1 - Avalon
- Region 2 - Eastern
- Region 3 - Central
- Region 4 - Western
- Region 5 - Labrador

Deliveries shall be made in accordance with dates and delivery location stated on participating organization's "Purchase Order". All shipments/deliveries shall state Purchase Order Number.

PRODUCT SPECIFICATIONS:

Console/Bin Sizes:

- 32 Gallon - Standard Locked Office Console (approximate size, 36"H x 20"1/4W x 19"1/2D);
- 64 Gallon - Locked Bin on wheels with Hinged Lid (approximate size);
- 95 Gallon - Locked Bin on wheels with Hinged Lid (approximate size)

Box Sizes:

- Box sizes shall be 'Standard'- Letter/Legal approximately (15"L x 12"W x 10"D), 1.1 Cubic Feet;
- Minimum quantity of standard boxes to be shredded per location shall be 10 boxes.

Shred Size:

- Shred size SHALL NOT exceed 5/8th of an inch and shall use the "pierce and tear" or "cross cut" shredding concept;
- The vendor may be required to provide a `sample' on demand, if requested, by participant any time during the contract.

Bin Identification:

- Each bin/console SHALL clearly identify Supplier Name and Contact Information;
- Well maintained, aesthetically pleasing bins are expected.

Certificate of Destruction:

- Vendor SHALL provide a signed `Certificate of Destruction' to the on-site client immediately upon completion of secure on-site shredding services that shows the amount of documents destroyed, date of the service, name and signature of the company person who conducted the destruction.

Delivery Schedules:

- Delivery Schedules can be set up by the end-user for regular pick-up service ie. Every 2, 4 or 8 weeks or on a call-in or `as and when required basis';
- Deliveries will only be accepted during the regular business hours of the



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organization;

- The vendor shall have deliveries completed to participants within seven (7) days upon receipt of each purchase order;
- Delivery performance shall be monitored for the life of the contract.
- Public Procurement Agency reserves the right to cancel this agreement if delinquent deliveries are experienced;
- Should the vendor miss a scheduled pickup due to unforeseen circumstances, they must inform entity of delay/cancellation and arrange alternate pick-up time;
- In the event a regular scheduled service falls on a government holiday, the supplier will provide shredding service on the next business day;
- Each delivery location shall provide to the successful supplier a 'point of contact' upon entering the Public Body premises and advise if contact is to escort/oversee the shredding staff during the removal of secure bins/consoles. Out of fairness and respect to the supplier (who is operating on a fixed schedule), participants should appoint an 'alternate point of contact' to cover off the 1st point of contacts vacation, break, or lunch etc. However, vendor should accept that some entities operate on a 12:00-2:00pm lunch period whereby no point of contact will be available and such cases shall be noted on a pre-set delivery schedule;
- A designated representative from a Public Body shall be permitted to accompany the shredding staff when picking up the bins / consoles / boxes and during the shredding process.

Bin Labeling & Bin Locations:

- Primary material being destroyed consists of paper documents. Bins are to include 'Labeling Instructions' as to the type of paper contents permitted in bins. (i.e. Acceptable paper materials: White and Coloured Bond Copy Paper; Newsprint; Store Flyers; Glossy Magazines; Catalogues; Brochures; Telephone Directories; Paper Back Books; Envelopes; Notepads; Sticky Notes; Paper Gift Wrap; Greeting Cards; Calendars; File Folders; Posters; and Card Stock);
- Vendor shall be responsible for maintaining a list of console/bin locations, accessible to PPA and provide quarterly reports to the Agency of any additions or deletions of consoles and bins.

Enclosed Locked Bin:

- All documents SHALL be removed from the client's location in an enclosed locked bin and shredded on site, at the time of pick up;
- Only employees from assigned shredding company, or mutually approved staff of participating public bodies shall have access to unlock the bins/consoles.

Inappropriate Contents Placed in Bins/Consoles:

- Should inappropriate contents be place in a console, the Vendor will advise and work with the Public Body to have item(s) removed. The public body shall abide by and enforce proper use of the bins at all times. Contents that contaminate the bins will not be serviced by the supplier and removal of irregular items will be the responsibility of the end-user



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(ie. Binders, Metals, Plastics, Garbage etc.).

Purging of Standard Size Boxes:

- If a government department or public body choses to avail of the purging of standard sized boxes instead of using bins / consoles, a `minimum quantity of boxes to be purged per location shall be 10 boxes';
- The purging of boxes can be included with regular scheduled service of bin/console shredding or on its own on an `as and when required' basis. (I.e. small municipalities may only require shredding service 2 or 3 times a year).

Disposing of already shredded paper by In-House Shredders:

- Vendor shall accept and provide a method for disposing of already shredded paper at public bodies by staff with in-house shredders, contained in plastic bags. (I.e. can be charged as a volume equivalent of X # of standard boxes).

Company On-The-Ground Employees:

- Company employees SHALL have identification visible on clothing at all times;
- Company employees SHALL have a current certificate of conduct, be insured and bondable;
- Vendor should provide sufficient staff to meet the demands of each shred event on site;
- Under no circumstances should Public Body employees assist Company Staff with the actual shred event;
- Vendor and on-the-ground staff SHALL be responsible for all means and methods relating to safety and comply with all local, provincial and federal requirements.

Disposal of Shredded Material:

- All shredded material is NOT permitted to go to the landfill and must be recycled accordingly at a recycling depot of vendor's choice;
- Improperly shredded or disposed documents will be cause for immediate cancellation of the contract. Liability for any such occurrence will be solely with the successful bidder.

Use of Subcontractors:

- The use of 'sub-contractors' will only be permitted off the Avalon Peninsula (Region 1), so Regions 2, 3, 4 and 5; and will be subject to all specifications, terms and conditions of agreement.

Opting-In / Opting-Out of the Agreement:

- Additional participants/public bodies may be added to the agreement or "opt-in" during the duration of the



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contract, at discretion and approval of the Vendor and PPA, for the same pricing, terms and conditions as original agreement;

- In the event a single participant/public body request to exit the agreement or "opt-out", they may do so only after a 3rd letter of complaint/non-compliance has been filed with the company and no resolution forthcoming.

GENERAL PRODUCT/SERVICE REQUIREMENTS:

SCOPE OF WORK:

The resulting MSOA shall be for a period of two (2) Years, with the option to renew, upon mutual consent by both parties, an additional three (3) 1-Year terms, reviewed each year. Agreement will commence on Date of Award and expire on July 31, 2021.

The Master Standing Offer Agreement (MSOA) shall provide Secure On-Site Shredding Services of paper for the five (5) Regions of the Province of Newfoundland and Labrador (Avalon / Eastern / Central / Western / Labrador).

SUPPLY AND DELIVERY OF GOODS/SERVICES:

Prices SHALL remain fixed for the first two (2) years of the contract. Price increases or additional charges not expressly set out in the Master Standing Offer Agreement will not be effective unless agreed to in writing by Public Procurement Agency. Unauthorized rate increases will result in immediate termination of the contract.

- Year 1 and 2 - Date of Award until July 31, 2021
- Year 3 - from Aug 1st, 2021 until July 31, 2022
- Year 4 - from Aug 1st, 2022 until July 31, 2023
- Year 5 - from Aug 1st, 2023 until July 31, 2024

PRICES:

- Prices are exclusive of HST and GST. Applicable taxes shall be applied at the invoicing stage and are to be listed separately on each purchase invoice. HST number for Government Departments is 107442683.
- Prices quoted shall be in Canadian funds.
- Prices quoted shall remain unchanged for the 2 year duration of the contract.
- Prices quoted shall be considered net and inclusive of all discounts.
- Prices quoted shall be FOB destination with all transportation charges prepaid by the contractor for all acquisitions equal to or above minimum order value for deliveries to each region, as listed:

- Region #1 - Avalon
- Region #2 - Eastern
- Region #3 - Central
- Region #4 - Western
- Region #5 - Labrador



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

-- Prices quoted SHALL be on a per bin/tip basis.

-- Bidders SHALL provide onsite, locked and tamper proof bins/consoles at no additional cost.

-- Bidders SHALL provide enough locked, tamper proof bins/consoles to ensure proper numbers throughout 5 Regions of the Province (Avalon/Eastern/Central/Western/Labrador) for the Government of Newfoundland and Labrador and all participating Public Bodies.

-- Bidders SHALL replace damaged bins/consoles or locks at no extra charge and without disruption of service.

-- Prices quoted SHALL be all inclusive of waiting times, pick-up and disposal fees, environmental fees, operating fees, rental fees and all other expenses for the fulfillment of the contract and include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the Province, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

-- Prices quoted SHALL be FOB destination with all transportation charges prepaid by the Vendor for deliveries in each region.

-- No minimum charges shall apply for bin tips.

-- Any separate or additional charges outside this MSOA shall be on a separate invoice.

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

-- The supplier will be responsible for all expenses including travel, labour, machinery, equipment and tools to perform the service. The Agency will not be liable for any loss or damage to such.

PRICING ADJUSTMENT MECHANISM:

Prices quoted shall remain unchanged for the first two (2) years of the contract.

If the renewal option is exercised, for year three (3), four (4) and year five (5) or portion thereof, Public Procurement Agency will accept, for consideration, a written submission of a price increase beyond the vendor's control due to an increase affecting the price of Secure On-Site Shredding Services.

Supporting documentation shall be provided by the vendor justifying the request for a price increase. The increase shall not exceed that of the Consumer Price Index (CPI) All-Items.

Price adjustment requests shall be submitted 30 days prior to date of renewal.

The following table shall be used for the completion of the annual pricing



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adjustment:

Consumer Price Index, by province (monthly) (Newfoundland and Labrador)

<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413&pickMembers%5B0%5D=1.3>

Index Base Period:

Year 3 Renewal: CPI Period April 2020 - April 2021
(for contract year 3 from July 1, 2021 - June 30, 2022)

Year 4 Renewal: CPI Period April 2021 - April 2022
(for contract year 4 from July 1, 2022 - June 30, 2023)

Year 5 Renewal: CPI Period April 2022 - April 2023
(for contract year 4 from July 1, 2023 - June 30, 2024)

For Example:

(Year 3) The CPI All-Items from April 2020 - April 2021 in Newfoundland has risen by 2.5%.

Line Item # 1

Contract Price: \$10.00

Percent Change: 2.5%

Increase Amount: \$0.25 rounded to 2 decimal points

New Price: \$10.25

PERFORMANCE TERMS AND CONDITIONS:

WARRANTY SERVICE:

The supplier guarantees all equipment, materials, workmanship, and labourer's liens. The supplier warrants title to commodities supplied and warrants them free from defects and/or imperfections, and will indemnify and hold the purchaser harmless against any or all suits, claims, demands and/or expenses, patent, litigation infringement, or any claim by third parties in or to the commodities mentioned and supplied by him.

The supplier warrants to the Agency that all services performed shall: exercise a degree of professionalism, skill, diligence, care, judgment, and integrity which would reasonably be expected from a skilled and experienced service provider; be in accordance with all terms, conditions, specifications, policies, guidelines, by-laws and codes of conduct applicable to Supplier; and use only personnel legally entitled to work in Canada and who possess the skills, training, expertise, and qualifications necessary to carry out the Services.



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CONFIDENTIALITY:

Supplier shall implement and maintain security standards and procedures for the safeguarding of Public Bodies confidential information. Supplier agrees to promptly notify the Agency in writing upon becoming aware of a breach of either Supplier's security standards and procedures or PPA's security policies, or any unauthorized disclosure of Confidential Information that Supplier is required to keep confidential. Supplier shall take immediate steps to mitigate any breach or unauthorized disclosure.

NOTICE OF NON-COMPLIANCE:

If for any reason supplier does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, supplier must promptly notify the Agency of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Any agreement issued pursuant to this invitation to tender shall be issued in the name of the vendor exactly as that bidder's personal or corporate name is stated in the tender document. Under no circumstances will an agreement be issued to an individual or corporation other than that named in the tender document. Similarly, payment shall only be issued in the name of the vendor as stated in the tender document.

CANCELLATION OF CONTRACT:

The cancellation of the entire MSOA contract can only be administered by PPA with 30 days notice.

Any contract issued as a result of this RFP shall be subject to cancellation by Public Procurement Agency within 30 days of written notification and by the Supplier within 90 days written notice. Payment of goods on order or in the process of being delivered will be honoured.

Public Procurement Agency shall be entitled to suspend and/or terminate the Agreement for cause, upon the occurrence of any of the following events:

- i. Supplier breaches or fails to comply with the Agreement and such security breach or failure is not remedied by Supplier to the reasonable satisfaction of the Agency within ten (10) days after written notice from PPA to remedy the breach or failure;
- ii. Supplier becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of creditors, or otherwise acknowledges its insolvency, or a receiver or receiver manager is appointed for any property of Supplier;
- iii. Supplier repudiates its obligations under the Agreement; or
- iv. The Agency determines that any statement, representation or warranty made by Supplier in its Supplier Proposal or in the Agreement was untrue or incorrect.

Upon the supplier not complying with the terms and conditions set forth in the contract, they will receive a maximum of two (2) written notices from Public Procurement Agency. After a third incident the Agency will reserve its right to



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cancel the contract.

Upon termination or suspension of the Agreement, Supplier shall be responsible for and shall reimburse Public Procurement Agency for all loss, costs and damages incurred by the Agency as a result of or arising from event of default.

Public Procurement Agency may, at its sole discretion, and at any time, terminate the Agreement without cause upon giving thirty (30) days prior written notice of termination to Supplier. In such event, Supplier shall be entitled to receive payment for the goods it has delivered to the Agency and for which acceptance has been provided, and for services it has satisfactorily performed up to the date of termination. Payments to Supplier of the foregoing amounts shall constitute full and final satisfaction of the Agency's obligations to Supplier under the Agreement.

In the event the Agreement is terminated by Public Procurement Agency pursuant to this Section, Supplier shall not be reimbursed for any profits that may have been anticipated but not earned up to the termination date, and Supplier shall not have any claim or entitlement to any additional compensation or damages arising from such termination.

In the event the Supplier fails to enter into agreement or terminates the contract, for any reason, Public Procurement Agency reserves the right to contract with the next preferred bidder that meets the terms and conditions set out in the original RFP.

RETURNS:

In the event of a defective product, any participating organization reserves the right to return it to the supplier. All delivery and return costs will be the responsibility of the supplier. Claims for either shortages or damaged merchandise will be submitted to vendor within thirty days of invoice. Incorrect items supplied will be returned to supplier at NO cost to the Department & NO restocking charge shall be considered. All costs for restocking and transportation shall be the responsibility of the supplier.

SUBSTITUTIONS:

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

REPORTING:

The successful supplier SHALL provide quarterly usage reports regarding the individual product usage for all the items listed on this RFP, in a format and time frame determined by the Public Procurement Agency (i.e. items procured by entities, product usage, delivery, order-fill rates, and backorders). The successful bidder may be requested to provide usage reports on related items not listed on this document for future reference.



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ADDITIONAL TERMS AND CONDITIONS:

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

QUANTITY:

The quantities listed herein are projected usages for the contract period and are estimates made in good faith and are not a guarantee of the quantities that may be ordered. The contract shall be limited to the actual quantities ordered and delivered during the contract period. The successful supplier shall maintain adequate stock to cover requirements when requested. The suppliers shall provide only the quantity of an item ordered by the end user, regardless of the manufacturer/supplier's standard packaging.

INVOICING:

Each participating Public Body will be responsible for issuing its own contract/purchase orders(s) and is to be invoiced accordingly. Contact names and numbers will be provided to the successful bidder. Any agreement issued pursuant to this invitation to tender shall be issued in the name of the vendor exactly as that bidder's personal or corporate name is stated in the tender document. Under no circumstances will an agreement be issued to an individual or corporation other than that named in the tender document. Payment shall only be issued in the name of the vendor as stated in the tender document.

Any Government Department or Public Body reserves the right to utilize a procurement card (P-CARD) in lieu of a purchase order for all or select acquisitions. Vendors shall not refuse nor charge additional premiums or fees when procurements cards are tendered for payment.

Invoices shall be submitted directly to each participating organization who obtain the goods. It is to be understood that payment of invoices will be the responsibility of the ordering Public Body and further understood that the successful supplier(s) will hold the Public Procurement Agency harmless respecting any loss, damage and non-payment resulting from or relating to any order placed with the supplier against any contract resulting from this Invitation to Tender.

The successful supplier shall ensure that the company name, address and contact details (phone number, fax number) provided on the tender response shall also be used on all invoicing presented for payment. (ie: The company name and address on monthly invoices submitted for payment shall be the same as the company name and address submitted on tender bid). Payment terms will be net 30 days following completion of any services and receipt of invoice.

Government Departments Only:

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



Government of Newfoundland and Labrador

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

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Line NO:	Item No./Description	UOM	Unit Price
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To receive payment on a timely basis, please mail or email invoices to:

Department of Finance
Corporate Financial Services Division
657 Topsail Road, St. John's, NL
A1E 2E3

Email: gnlinvoices@gov.nl.ca

DIRECT DEPOSIT FOR PAYMENT:

Government Departments Only:

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

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

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

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

PARTICIPANTS

All Government Departments

Entities:

- College of the North Atlantic
- Legal Aid NL
- Memorial University of Newfoundland & Labrador
- Newfoundland & Labrador Centre for Health Information
- Newfoundland & Labrador English School District
- Newfoundland & Labrador Housing Corporation
- Newfoundland & Labrador Hydro
- Newfoundland Labrador Liquor Corporation
- Workplace NL

Municipalities:

- City of Corner Brook
- City of St. John's
- Baie Verte
- Brighton
- Glovertown
- Lewisporte
- St. George's
- St. Anthony



Government of Newfoundland and Labrador

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Line NO:	Item No./Description	UOM	Unit Price		
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1	Shredding Service, Standard Secure Office Console, (approx. 32 Gallon), 20"1/4W x 19"1/2D x 36"H	EACH	25.00		
2	Shredding Service, (64 Gallon Bin), Locked, on 4 Wheels for Safe Movement	EACH	35.00		
3	Shredding Service, (approx 95 Gallon Bin), Locked, on 4 Wheels for Safe Movement	EACH	45.00		
4	Purging Service, (Standard Size Boxes - Ground Level)	EACH	15.00		
5	Purging Service, (Standard Size Boxes - Above Ground / Stairs / Multiple Levels)	EACH	15.00		

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