

SPECIFICATIONS FOR OPEN CALL FOR BIDS #2019-0133

Dairy Tender

CLOSING LOCATION

Materials Management Department
James Paton Memorial Health Centre
125 Trans Canada Highway
Gander, NL, A1V 1P7

CLOSING DATE & TIME:

Bids must be received by Materials Management Department prior to 10:00 a.m. (10:00:00 hrs.) N.L. time, on September 06th, 2019

ISSUE DATE: August 15, 2019

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CENTRAL HEALTH

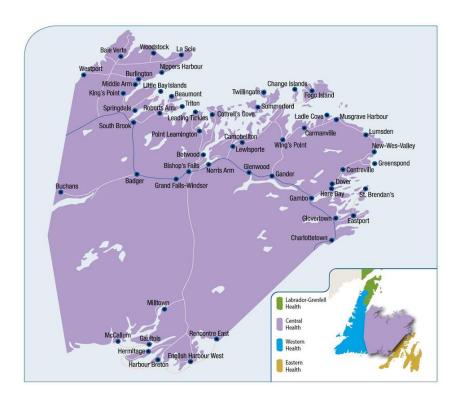
1. <u>BACKGROUND</u>

Central Health invites interested vendors to provide Bids on Dairy Product Supply for various facilities in the Western Region under Regional Health Authority (Western Health) as listed in and in accordance with the requirements and specifications as set out in Schedule "A" and "B".

About Us

Central Health is the second largest health region in Newfoundland and Labrador serving a population of approximately 94,000 in 177 communities. The service district extends from Charlottetown in the east, Fogo Island in the northeast, Harbour Breton in the south to Baie Verte in the west. This geographical area encompasses more than half of the total landmass of the island and services nearly 20 per cent of the provincial population.

Within Central Health, there is a diverse array of primary, secondary, long term care, community health and various enhanced secondary services. These are provided through 35 community health offices, 13 health care facilities, including two regional referral centres, six community health centres and five long term care facilities.



2. <u>INSTRUCTIONS TO BIDDERS</u>

2.1 **Definitions**

- a) Bid: a Bidder's written offer to provide the required goods or services at a given price or rate, or any similar document in reply to an Open Call for Bids. May also be referred to as a proposal, quotation, or submission.
- b) Bidder: any person, business, corporation or other legal entity that submits a Bid.
- c) Compliant Bid: A Bid that has met all mandatory conditions and requirements as set out in the Open Call for Bids.
- d) Central Health: Central Regional Health Authority.
- e) Successful Bidder: means the Bidder who has been awarded the Open Call for Bids by Central Health.
- f) Materials Support: the Department within Central Health that is responsible for issuing and processing of the Open Call for Bids for Central Health.
- 2.2 All Bids must clearly contain the printed legal name of the Bidder on the front page of this document.
- 2.3 Bids must be legible, complete and must include the Open Call for Bids number and name. The Bid must also identify the Bidder name and address and supply all information as requested in the Open Call for Bids. Incomplete or illegible Bids are subject to rejection.
- 2.4 All parties that submit a Bid must read the Terms and Conditions as outlined in this document. Submission of a Bid indicates that you have read and understood Central Health's Terms and Conditions and that you accept and agree to be bound by all Terms and Conditions.
- 2.5 The words "may" "could" or "should" denote the permissive. The words "must" "shall" or "will" denote the mandatory.
- 2.6 Bids must be signed by an appropriate authorized official of the firm submitting the Bid.
- 2.7 Bidders must not alter any portion of this document with the exception of adding the information requested by the Open Call for Bids. Bids containing clauses additional to the Open Call for Bids that are "qualified" or "conditional' may be rejected.
- 2.8 The **successful Bidder** will be required to sign the Privacy and Confidentiality Oath Agreement as set out in Schedule "C"

Pricing

- 2.9 Bidders **must** complete and submit the Bid Sheet as set out at Schedule "B". Type or legibly print the information required on the Bid Sheet. All questions or areas on the Bid Sheet must be answered, even if it is only to indicate that the referenced item is not available; blank items will be assumed to be unavailable and may result in rejection of the Bid. Where yes/no questions are asked and the space is left blank by the Bidder, the assumption will be that the answer to the question is no.
- 2.10 Where the price summaries of the Bid Sheet do not fully explain the cost implications of an item, the Bidder shall email open.calls@centralhealth.nl.ca to request clarification.
- 2.11 All prices must be stated in Canadian dollars. All prices should be extended and totaled. The extended price is derived by multiplying the unit price by the quantity of units required.
- 2.12 In the event of an error in calculation of the extended price, the unit price will be taken as correct and will govern in the Bid evaluation and contract administration.
- 2.13 Do not include any Provincial or Federal sales taxes in the price.
- 2.14 Shipping, cartage, loading, insurance and handling charges must be included in the total price. If these charges have not been stated specifically, it will be assumed that they have been included in the Bid price, i.e. FOB to the destination(s) listed in the Open Call for Bids. Central Health will not assume responsibility for any goods or services until they have been delivered to the destination(s) specified in the Open Call for Bids.
- 2.15 The Bid price(s) must be fixed for the duration of the contract period. Failure to fulfill a contract on the part of a vendor may result in that vendor being prevented the opportunity to re-bid that contract for a period of one (1) year.

Bid Submission, Revision & Withdrawal

- 2.16 It is the Bidders' sole responsibility to ensure their Bid is received when, where and how it is specified in this document. Central Health is not responsible for lost, delayed, misplaced or incorrectly delivered Bids.
- 2.17 Bidders should submit **one original** paper copy of the Bid and **one electronic** copy of the Bid in pdf format on a flash drive duly marked with the Open Call for Bids Number. The electronic copy must contain all of the information submitted on the original paper copy.
- 2.18 Submission of the Bid to Central Health should be done as follows:
 - a) Bids sent by courier or boxes must be clearly labeled as "OPEN CALL FOR BIDS" on the outside packaging;
 - b) Bids sent by courier or boxes must contain within the courier packaging an outer envelope and an inner envelope as set out in c) and d) below;
 - c) An outer envelope clearly marked on the outside with the Name of the Open Call for Bids Name, Number, Bidder Name and Bidder Phone Number;

- d) An inner envelope containing the Bid;
- e) If Bids are submitted in two envelopes that are not clearly marked, Central Health cannot guarantee that these Bids will be at the opening or remain unopened until after the close.
- 2.19 Bids will be received up to 10:00:00 Hours (10:00:00 AM) Newfoundland Time, on Friday, September 06th, 2019. The time for the closing will be determined according to the clock in the Materials Management Office at James Paton Memorial Health Centre, whether accurate or not. Bids received after the closing time will not be considered.
- 2.20 Bids will be opened at 10:00:00 Hours (10:00:00 AM) Newfoundland Time on Friday, September 06th, 2019. The time for the opening of Bids will be determined according to the clock in the Materials Management Office at James Paton Memorial Health Centre, whether accurate or not.
- 2.21 Bids shall be addressed and delivered to:

Attn: Open Call for Bids
Tender Number 2019-0133 Dairy Product Supply
Materials Management Department
James Paton Memorial Health Centre
125 Trans Canada Highway
Gander, NL A1V 1P7

- 2.22 Bids submitted by facsimile will not be accepted.
- 2.23 The Corporation Act of Newfoundland and Labrador requires that an extra-provincial company be registered before it begins or carries on business in the Province. If a Bidder's company is not-registered, Central Health reserves the right to require registration in Newfoundland and Labrador as a condition of the contract.
- 2.24 Bid revisions, changes, and alterations will be accepted by Central Health provided they are received prior to the closing date and time of the Open Call for Bids. Bid revisions, changes and alterations may be made only by completing a new Bid to Central Health.
- 2.25 Where a Bidder submits multiple Bids to an Open Call for Bids, each successive Bid will nullify and replace any previous Bids.
- 2.26 Bidders may withdraw their Bid at any time, prior to the closing date & time of an Open Call for Bids, by submitting an email to open.calls@centralhealth.nl.ca. All withdrawn Bids will be shredded by Central Health.
- 2.27 Any samples requested, for evaluation, as part of the open call for bids will not be returned to the vendor.

Enquiries

- 2.28 All enquires respecting this Open Call for Bids must be directed **by email only** at open.calls@centralhealth.nl.ca. All emails must include the Open Call for Bids number followed by the name in the subject line of the email. Emails not containing this required information in the subject line will **not** be responded to.
- 2.29 All communication and all questions about an Open call for Bids **must** be received no later than 72 hours prior to closing. Any communication or questions concerning the Open Call for Bids that are received by Central Health after 72 hours prior to closing will not be replied to. Any communication or questions between the closing and the awarding of the contract will not be replied to.
- 2.30 All communication **must** be made by e-mail at open.calls@centralhealth.nl.ca and will be responded to in the same manner. Enquires made in any other manner will not be addressed or replied to. No communications should be made with Departmental sources.
- 2.31 Materials Support will be the only official source of information regarding this Open Call for Bids and information from any other source shall be considered unofficial and may not be correct. Information, offers or commitments from any other source, including Central Health employees, shall not be binding on Central Health.
- 2.32 All award information will be posted on the Central Health website, after award.

3.0 EVALUATION, REJECTION AND ACCEPTANCE OF BIDS

3.1 Bids that meet the mandatory criteria as set out in this Open Call for Bids will be further evaluated. Bids not meeting all the mandatory criteria will be rejected and not considered.

Delivery

- 3.2 Where the Open Call for Bids includes a mandatory delivery schedule, Central Health will assume that the Bidder can meet the requested schedule and is satisfied that the goods or services required will be available for delivery on the requested date(s).
- 3.3 Time is of the essence, and delivery schedule(s) are legally binding. Central Health reserves the right to assess penalties or cancel awards to Bidders who fail to meet the stated delivery or completion dates.
- 3.4 All equipment/goods delivered are subject to inspection and test within a reasonable time after delivery to Central Health premises. In the event of a defective product Central Health reserves the right to return it to the vendor for full credit.

Quality of Goods

- 3.5 Unless otherwise stated in the Open Call for Bids, all material and goods included in the Bid must be new. Used, refurbished, obsolete, discontinued or demonstrator items must only be proposed if the Open Call for Bids specifically requests or otherwise states that such goods will be allowed.
- 3.6 By submitting a Bid, the Bidder guarantees that, unless the Open Call for Bids specifies otherwise, all components required to make the required equipment or system operable or to deliver the required services have been included in the Bid or will be provided at no additional charge to Central Health.
- 3.7 Where applicable, the end user must be provided with complete operation manuals, warranty registration forms, user licenses, or other associated documentation normally provided by the manufacturer, reseller, installer and/or consultant.
- 3.8 During the term of the contract, no product will be substituted for another without mutual agreement of both parties. In the event of a substitution, the price of the replacement product shall not exceed the price of the original Bid. In the event that the vendor is unable to supply a contracted product or approved substitute during the term of the contract, the vendor will be responsible to pay the price differential between the Bid price and the price paid for an alternate product.
- 3.9 Where applicable, all equipment must be certified by the appropriate regulatory agencies (e.g. Canadian Standards Association, Communications Canada, Transport Canada, Canadian Gas Association, Health Canada etc.).
- 3.10 The Bidder warrants that there are no patents, trademarks or other rights restricting the use, repair or replacement of the goods and services furnished or any part thereof. The Bidder agrees to indemnity and save harmless Central Health from and against all claims filed or prosecuted in any manner because of such use, repair or replacement of the goods or services being a violation of any patent, trademark or other right.
- 3.11 The Bidder warrants title to equipment or goods supplied and warrants them free from defects or imperfections and will indemnify and hold Central Health harmless against any and all suits, claims, demands and expenses or any claim by third parties in and to the equipment or goods supplied to Central Health.
- 3.12 Central Health reserves the right to conduct evaluations of goods and products prior to awarding the contract.

Cleaning, Disinfection and Sterilization

- 3.13 Products purchased by Central Health should meet cleaning, disinfecting standards and sterilization that Central Health requires:
 - Cleaning and disinfection or sterilization instructions for the device <u>must be</u> included with the Bid, for review and approval by our Medical Device Reprocessing and/or IPAC team and or OHS&R;
 - A detailed listing of cleaning detergents, enzymatics and disinfectants validated for use
 with devices <u>must be</u> provided with the Bid, for review of compliancy and approval by
 our IPAC team;
 - Devices that require a low level cleaning/disinfecting <u>must be</u> compatible with accelerated hydrogen peroxide 0.5% as a cleaner/disinfectant;
 - On-site reprocessing education with MDR representatives must be provided, at a time mutually agreed upon;
 - Verification that Central Health can meet the manufacturer's instructions for reprocessing must be documented prior to Central Health's use of the Product.

Right to Reject Bids

- 3.14 Failure to comply with any of the mandatory terms or conditions contained or referenced in the Open Call for Bids will result in the rejection of the Bid.
- 3.15 All of the terms, conditions and/or specifications stated or referenced in the Bid are assumed to be accepted by the Bidder and incorporated into the Bid.
- 3.16 Central Health reserves the right to split the award of the Open Call for Bids amongst Bidders as deemed in the best interests of Central Health.
- 3.17 Issuing an Open Call for Bids implies no obligation on Central Health to accept any Bid, or a portion of any Bid submitted. The lowest or highest ranking, or any Bid may not necessarily be accepted.
- 3.18 Open Call for Bids may be cancelled in whole or in part without penalty when:
 - a) the Bid(s) exceeds the funds allocated for the purchase;
 - b) there has been a substantial change in the requirements after the Open Call for Bids has been issued;
 - c) information has been received by Central Health after the Open Call for Bids was issued that Central Health believes would alter the procurement;
 - d) there was insufficient competition in order to provide the level of service, quality of goods or pricing required.
- 3.19 Central Health will be the sole judge of whether there is sufficient justification to cancel any Open Call for Bids.
- 3.20 No action or liability will lie against Central Health in the exercise of its rights under this section.

- 3.21 At its sole discretion, Central Health reserves the right to reject any or all Bids received, or a Bid containing a unit price or prices that Central Health in its sole discretion deems unreasonable or unbalanced. Central Health is not under any obligation to award a contract and reserves the right to terminate the Open Call for Bids process at any time, and to withdraw from discussions with all or any Bidders who have responded.
- 3.22 A Bid can contain minor omissions or irregularities but remain capable of acceptance if it, in the opinion of Central Health, substantially complies with the Open Call for Bids requirements.
- 3.23 The award of this contract, if any, will be based on Central Health's evaluation that results in a Bid that is determined to be the "Best Value" to Central Health. Best Value may include, but is not limited to; total contract price, delivery, quality, warranty, environmental, fair trade/ethical considerations, qualifications and experience of Bidder in providing similar services. Central Health may consider the Bidder's ability to comply and perform the specifications as set out in this Open Call for Bids or additional criteria that Central Health may deem relevant, so as to provide "Best Value" to Central Health whether or not it is the lowest Bid.
- 3.24 At its sole discretion, Central Health reserves the right to award in part or whole.
- 3.25 At its sole discretion, Central Health reserves the right to clarify any Bid after the closing date, the right to request clarification or additional information from a Bidder with respect to any Bid, and Central Health may make such requests to selected Bidders. Central Health may consider such clarification or additional information in evaluating an Open Call for Bids. Such clarification(s) will not be construed as correction, revision or negotiation.
- 3.26 Central Health may reject, without further explanation, the Bid of any Bidder who has prematurely terminated a contract or who has had a contract terminated for cause in the past twelve (12) months.

3.27 Acceptance of Bid

A Bid is deemed to be accepted by Central Health upon the receipt by the successful Bidder of written notice of acceptance from Materials Support.

Materials Support will be the only official source of notification of award. Any notification of award from any other source will be considered unofficial and may not be correct. Notification of award from any other source will not be binding upon Central Health.

After the contract is executed by all parties, the name of the Successful Bidder and the Bid price will be publicly released. The information will be posted at the Central Health website. Award information will only be made available for ninety (90) days after the award date.

4.0 GENERAL CONDITIONS

- 4.1 Unless the Open Call for Bids documents specifically state otherwise, the Open Call for Bids document, all Bids and any subsequent contract will be construed and interpreted in accordance with the laws of Newfoundland and Labrador.
- 4.2 Bidders agree to comply with all applicable laws, regulations and standards including all labour, occupational health and safety and worker compensation requirements of the Province of Newfoundland and Labrador.

4.3 Addenda

Addenda issued to this Open Call for Bids will be posted on the Central Health website at https://www.centralhealth.nl.ca/review-tenders

Central Health assumes no responsibility for notifying individual Bidders of the existence of addenda. Bidders are advised to check for amendments on Central Health's website up to the closing date and time. Upon submitting a bid, each Bidder will be deemed to have received notice of all Addenda that have been issued.

Each addendum will be incorporated into and become part of this document. No amendment of any kind to the Open Call for Bids is effective unless it is contained in a written addendum issued by Central Health.

Any addendums added within seven (7) calendar days of the Open Call for Bids closing (including on closing day) will extend closing by a reasonable period to be determined by Central Health.

4.4 Liability for Errors

Central Health, its employees and agents shall not be held liable or accountable for any error or omission in any part of this Open Call for Bids or response to Bidder's questions.

4.5 **Bidder's Costs**

All costs associated with the preparation and submission of the Open Call for Bids including any costs incurred by the Bidder after the closing of the Open Call for Bids, will be borne solely by the Bidder.

4.6 **Limitation of Damages**

The Bidder, by submitting a Bid, agrees that it will not claim for damages, for whatever reason, relating to the contract or in respect of the competitive process in excess of the amount equivalent to the reasonable costs incurred by the Bidder in preparing its bid. The Bidder by submitting a Bid waives any claim for loss of profits if no contract is made with the Bidder.

4.7 Firm Pricing

Prices will be firm for the entire Contract term.

4.8 Subcontractors

If a Bidder intends to use sub-contractors, the Bidder must include the names of the subcontractor(s) and the portions of the Services the subcontractor will perform in the Bid. No Contract will be awarded to a Bidder who substantially assigns all of the services to a subcontractor, as solely determined by Central Health.

If subcontractors are named, work must be carried out by the named subcontractor and substitution of others will not be allowed without prior approval of Central Health.

4.9 Right to Postpone or Cancel the Open Call for Bids Process

Central Health reserves the right in its sole discretion to postpone or cancel this Open Call for Bids process at any time and may in its discretion, elicit offers from other parties (whether or not such parties have responded to this Open Call for Bids or engage in another procurement process, including re-issuing a substantially similar Open Call for Bids or negotiating with any party if:

- a) Only one Bid is received;
- b) A suitable Bidder has not been selected;
- c) All Bids exceed Central Health's set budget for the Product/Services; or
- d) Contract negotiations have not been reached within a reasonable time as solely determined by Central Health.

4.10 **Bid Validity**

Bids shall be irrevocable and shall remain open for acceptance by Central Health for at least ninety (90) calendar days after the "closing date and time". Central Health may elect to extend the Bid validity duration beyond ninety (90) calendar days with written notice to the Bidders.

4.11 Ownership of Bid and ATIPPA

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**, **2015**.

All Bids, including attachments and any documentation, submitted to and accepted by Central Health in response to this Open Call for Bids become the property of Central Health. A Bidder's Bid package may be subject to disclosure under the *Access to Information and Protection of*

Privacy Act, 2015. By submitting a Bid, the Bidder agrees to the appropriate disclosure of the information supplied, subject to the provisions of the Act.

Central Health cannot guarantee the confidentiality of the content of any Bid after the closing of the Open Call for Bids.

4.12 During the delivery and installation of goods and/or services, the Bidder or the Bidder's employees may have access to confidential information belonging to Central Health or the patients/clients of Central Health. Should this occur, the Bidder must ensure that Central Health is promptly notified and that such information is not released to any third party or unauthorized individuals. Failure to comply may result in termination of the contract.

4.13 **Opening of Bids**

- a) All Bids will be opened in public after closing.
- b) the names of the Bidders and Bid price(s) may be read out;
- c) where the overall Bid price(s) cannot be readily determined, no pricing will be released;
- d) prices released at the time of the opening are preliminary only and do not indicate final price and/or compliance of Bids;
- e) the financial value of the contract resulting from this procurement process will be publicly released as part of the award notification process.
- f) evaluation and awarding of contracts will be done in accordance with the *Public Procurement Act*, (Newfoundland and Labrador) and its associated Regulations as amended;
- g) Policy criteria application and procedures will be established under related legislation and guidelines.

4.14 Open Call for Bids Document Prevails

The terms, conditions and specifications of this Open Call for Bids document will prevail over any terms and conditions submitted by any Bidder.

4.15 **Trade Agreements**

If applicable, this procurement process is subject to trade agreements (i.e. Atlantic Procurement Agreement and Agreement on Internal Trade).

5.0 CENTRAL HEALTH POLICIES

5.1 Waste Reduction

In order to contribute to waste reduction and promote environmental protection, Central Health will endeavor to acquire goods and services that support these principles. Therefore, product(s) quoted should (without reducing the quality of the product, without negatively affecting the intended use of the product, and without significantly increasing the acquisition cost):

- Minimize the level of post-consumer waste and/or maximize recyclable content
- Minimize packaging

- Maximize energy efficiency
- Maximize the potential for recycling
- Minimize disposal cost
- Minimize environmental hazards

5.2 Smoke Free

Central Health has a Smoke Free Environment Policy which prohibits the use of all tobacco products on properties owned or leased by Central Health including grounds, parking lots (vehicle parked therein) and all buildings. This policy applies to all persons using the facilities. All vendors and contractors of Central Health are expected to abide by this policy as well.

5.3 **Scent Safety**

Central Health has a Scent Free Policy in place which applies to all users of Central Health facilities. All vendors and contractors are expected to abide by this policy as well. Central Health will acquire products or services that are environmentally friendly and fragrance-free.

SCHEDULE "A" Specifications

Central Health invites interested vendors to provide bids on the supply of Dairy Products for various facilities in the Western Region under Regional Health Authority (Western Health) as per specifications in Schedule "A" and Schedule "B". The awarded pricing on this Tender shall be considered a standing offer for a two (2) year period from date of award. Other Regional Health Authorities within Newfoundland will have the right to buy from this Tender with written notice to the successful vendor.

If Eastern Health, Central Health or Labrador Grenfell Health would like to participate in this contract will you protect your pricing and allow any of the other three Newfoundland and Labrador Health Authorities to opt into this contract with thirty (30) days written notice with all pricing and Terms and Conditions remaining unchanged as per this bid response? Yes No							
The products and services being proposed must be fully suited, as determined by Central Health's professional staff, for intended use and compatible with Central Health's facilities and/or existing equipment.							
Has tender submission been signed	Yes No						
Copy of required tender documents	Yes No						
Copy of brochures (if requested)	Yes No						
Copy of WCB letter of good standing (If Required)	Yes No						
Copy of Proof of Insurance (If Required)	Yes No						
Amount of tax noted on request for quotation form	Yes No						
Optional Pricing for Training included	Yes No						

Specification for Dairy Product Supply:

By accepting awards, vendors agree to deliver and restock facility fridges twice/week at larger facilities; Western Memorial Hospital, Corner Brook and Bay St.George Long Term Care Centers.

Successful bidder is required to rotate stock and fill coolers in cafeterias. Product is restocked based on daily usage at all facilities. Successful bidder to provide coolers if needed.

Please indication price per unit in Schedule "B" – Bid Sheet

Schedule "B" Dairy Tender Bid Sheet Starting Sept 20, 2019 to August 31,2021

Annual Usage indicated

ALL MILK PRODUCT SHOULD BE 35% CALCIUM ENRICHED if possible - please indicate when bidding.

**please provide brand for all products if appropriate

Milk		WMRH	CBLTC	CLHC	BSG	STRH	Rufus	ВВН	Total	Case Size	Bid Price	Brand Name**
whole milk	2 L	150	OBLIG	OLITO	ВОО	OTIVIT	Raids		150	OIZC	11100	Hame
whole milk	1 L	, , , ,							0			
2% milk	20L								0			
2% milk	10L				2700				2700			
1% milk	1L	6200	6700	1872	4400	2000			21172			
2% milk	1L				150				150			
1% milk	2L						900	1500	2400			
2% milk	2L		2160				500		2660			
Skim milk	2L				470				470			
Chocolate milk 1% preferred	250 ml	2700	1344					300	4344			
Chocolate milk 1% preferred	500 ml	5000				400			5400			
Skim milk plastic bottle	500 ml	1500							1500			
1% milk portions	500 ml	2200				500			2700			
1% milk portions cardboard	250 ml	160,000					1000	300	161300			
1% milk portions cardboard	125 ml		167040	22464	50000				239504			
1% milk portions plastic	125 ml								0			
Soy Milk	2L	100	25						125			
Lactaid/Lacteeze milk	1L	1500	1056		1000		50		3606			
Yogurt* - Provide Nutritional Information												
Yogurt Regular Assorted Flavors - Greek	each - 113 gm	1000			500		832	50	2382			
Yogurt No Added Sugar Assorted Flavors	each - 113 gm							100	100			
Yogurt Regular, Vanilla/Smooth	650 gram	1200	576		1000		300	100	3176			
Yogurt No Added Sugar Assorted Flavors	each - 750 ml	0							0			
Yogurt Creamy, no fruit pieces, assorted flavors	ea	9000	23616		1000				33616			

Petit Danone or Mini Go Assorted	1			1				İ		
Flavors	ea						75	75		
Yogurt Active Bacterial Cultures Assorted Flavors	ea							0		
Frozen Yogurt portions	cs							0		
Yogurt beverage, resealable lid, 200 ml portion	CS							0		
Cream										
Creamers 3.25%	160bg			196	825	75	75	1171		
Creamers, non dairy	400/cs							0		
Coffee Cream 18%	500-ml	1500	168					1668		
Ice Cream										
Ice Cream Sandwich	dozen/cs	32		10		60		102		
Dixie Cups (dozen) assorted										
flavours	dozen/cs	1100	1752	60	1500	250	400	5062		
Vanilla Ice Cream	4L tub						100	100		
popsicles (24/box)	dozen/cs	300		60	50	60		470		
Drumstick	dozen/cs	24								
Vanilla Ice Cream/Neopoliton	1.5 L		480			120				
Fudgesicle	dozen/cs	24				50		74		
Polarbar	2 dozen/cs	24				50		74		
Creamsicle	dozen/cs	12				50		62		
Other										
Cottage Cheese 4%	500-ml tub	100	72					172		
Sour Cream 1%	500-ml tub	150	132					282		

Please enter on this line your total bid for the year 2019/20 Please enter on this line your total bid for the year 2020/21	\$ \$
Total Bid (2 years total)	\$

BIDDER'S INFORMATION FORM

Failure to submit this signature page will render the bid $\underline{\text{NON-COMPLIANT}}$ and bid will be disqualified.

We hereby offer to sell and/or supply to the Central Regional Health Authority upon the terms and conditions set out herein and on the attached sheets hereof, the supplies and/or services listed and on any attached sheets at the price(s) set out.

Required Signature:		
Authorized Company Representative S	Signature Date	
Vendor Information:		
Company Name and Address:		
Telephone Number:	Fax Number:	
Email:	Web Address:	
H.S.T. #		

IN SIGNING THIS PAGE AND SUBMITTING YOUR BID, BIDDER ACKNOWLEDGES HAVING READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS IN THIS DOCUMENT.

SCHEDULE "C"

Privacy/ Confidentiality Oath or Affirmation for Contractors/Vendors

This Privacy/Confidentiality Oath or Affirmation (the "Oath or Affirmation") encompasses
confidential, private, personal and personal health information (the "Information") concerning patients
clients, residents, staff and the business of Central Health. As a contractor/vendor to Central Health
, its agents, employees, or representatives (collectively, the
"Company") may be granted access to such information. This access will be gained through
appropriate authorization and shall be used only for the purpose for which the access was granted. The
Company recognizes that in the provision of goods or services or generally acting during the course of
its contract with Central Health (the "Contract"), the Company may also inadvertently gain access to
information. All information must be protected to ensure maintenance of full confidentiality and
privacy.
As a contractor/vendor, I, (name), an officer or director of the Company
hereby swear [or affirm] on behalf of the Company:

- (a) to have read in its entirety and understand Central Health's policy on Privacy and Confidentiality, including responsibilities regarding the protection of Information obtained during and after the Contract with Central Health.
- (b) to not at any time divulge to any person(s) within or outside Central Health, any information except as may be required in the course of the duties and responsibilities associated with the Contract, and then, any disclosure of information will only be the minimal amount required in the particular situation. Further, to acknowledge and agree that any information obtained during the life of the Contract shall not be divulged upon completion of the Contract.
- (c) to communicate Central Health's Privacy/Confidentiality requirements to the Company's employees, contractors, subcontractors or any other party that the Company may engage to assist in any part of the completion of the Contract and to bind them to comply with the terms of Central Health's Privacy/Confidentiality Policy.
- (d) to immediately notify Central Health if the Company becomes aware of a breach or possible breach of confidentiality, whether the awareness of the breach is by an officer, director, employee, agent, representative, contractor or subcontractor or any other party that the Company may engage to assist in any part of the completion of the Contract.
- (e) At the expiration of the Contract, to provide documentation of the secure and safe destruction of any information acquired through the Contract, if destruction is required by Central Health.
- (f) to comply with all obligations imposed under any applicable privacy laws, which may include the Personal Health Information Act SNL 2008 c.P-7.01 (PHIA) and the Access to Information and Protection of Privacy Act (ATIPPA) as such apply to the collection, use, disclosure, storage, retention and transfer of information.

- (g) In particular, the Company is aware of its obligation:
 - (i) to comply with the requirements of applicable legislation, which may include the PHIA (http://assembly.nl.ca/Legislation/sr/statutes/p07-01.htm), to protect the confidentiality of personal health information about individuals and the privacy of the individuals who are the subject of that information;
 - (ii) to protect the confidentiality of the information that is in the Company's custody or control and the privacy of any individual who is the subject of that information;
 - (iii) to provide for the secure storage, retention and disposal of personal health information to minimize the risk of unauthorized access to or disclosure of the personal health information of individuals.

SWORN TO [or AFFIRMED] at the of thisday of	•	n the Province/State
Before me:		
Notary Public or Commissioner	Person Swearing/Affirming	
of Oaths	Print Name:	
(who shall affix his/her seal)		