

Health PEI

PEI GOV-RFQ # HPEI-70

REQUEST FOR QUOTE

FOR

Provincial Protein Tender

Closing Date: January 11, 2019

Closing Time: 12:00 PM Noon AST

Health PEI

Request for Quote For Provincial Protein Items For Health PEI

The Opportunity:

The purpose of this quotation is to inform potential respondents of a business opportunity and to solicit quotations. Health PEI is inviting quotations from qualified respondents for the supply and delivery of Provincial Protein Items to multiple facilities within Health PEI. Depending upon the quotations offered in response to this Request for Quote, one or more agreements (s) may be negotiated with a respondent(s).

Period of Offer:

Prices quoted to be in effect for approximately four (4) months, covering the period of March 5, 2019 – July 7, 2019. This tender includes but is not limited to PEI Government facilities as listed in Appendix C (Nutrition Service Shipment Locations).

Response Information

All quotations must contain the following information and *quotations lacking complete information may be excluded.*

Submission Requirements:

- Complete the Health PEI Tender Request Form

Appendices:

- Appendix A – Services Contract (may be completed with awarded vendors)
- Appendix B – Pricing/Product Response Document (Excel File)
- Appendix C – Health PEI Site Listing (Information Only to Proponent)

INQUIRIES:

All enquiries related to this Request for Quote are to be directed, via e-mail, to the following person, or his/her designate before **January 3, 2019 at 4:00 pm AST**. Information obtained from any other source is not official and may be inaccurate.

Todd Miller, Strategic Sourcing Officer

Health PEI
60 Riverside Drive
Charlottetown, PE
C1A 8T5
tojmiller@ihis.org
1-902-894-2377 (PH)
1-902-894-2384 (Fax)

SUBMISSION:

All responses to this RFQ must be received by **12:00 PM Noon AST on January 11, 2019**

Quotations are to be addressed to:

Procurement Services
Room 27 Second Floor, Shaw Bldg
95 Rochford Street
Charlottetown, PE C1A 7N8
Telephone no: (902) 368-4040

Quotations must not be sent by facsimile. Quotations and their envelopes should be clearly marked with the name and address of the respondent, the Request for Quotation number, and the quotation title.

Late quotations will not be accepted and will be returned unopened to the respondent.

Please note quotations are considered accepted at date and time of receipt in PEI Procurement Services office, not date and time sent by respondents.

Please find attached in Appendix “B” the **Pricing/Product Response Form** listing all Provincial Protein Item requirements for the Nutrition Services departments as listed. This price request is for the period of March 5, 2019 to July 7, 2019.

Please read and sign the Mandatory Contractual Clauses and Conditions of the tender as attached.

Mandatory Contractual Clauses

1. Registration with Workers Compensation Board of Prince Edward Island

The successful respondent will be required to provide proof that the successful respondent and any approved subcontractors are registered with Workers Compensation Board, and such coverage must be maintained for the duration of the contract. Prior to receiving any payment, the successful respondent is required to submit a clearance certificate indicating that all assessments have been paid.

2. Indemnity

The successful respondent shall indemnify and hold harmless Government and Health PEI, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of work (herein called the “claims”), provided that any such claim is caused in whole or in part by any act, error, or omission, including, but not limited to, those of negligence, of the successful respondent or anyone directly or indirectly employed by the successful respondent or anyone for whom the successful respondent may be liable. For further clarification, this indemnity shall not be limited in any way or degree by any insurance the successful respondent may have, nor by the limits of any such insurance and it shall endure after termination of this contract or any renewal thereof.

3. Insurance

The successful respondent shall maintain, as a minimum, general liability insurance providing not less than Five Million Dollars (\$5,000,000) coverage per occurrence and shall add Health PEI as an additional insured with respect to its liability under this agreement and provide whatever information the Health PEI may require on the insurance that is available. The policy shall include, but not be limited to, bodily and personal injury, property damage, non-owned automobile liability, cross liability and blanket contractual liability.

The successful respondent where applicable shall maintain, as a minimum, professional liability insurance providing not less than Two Million Dollars (\$2,000,000) coverage on a claims made basis, insuring the successful respondent liability resulting from errors and omissions in the performance of professional services under this agreement. Such insurance shall continue for a term of one (1) year following completion of the work.

The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of Health PEI nor any other means of indemnity such as the Prince Edward Island Self Insurance and Risk Management Fund. The policies required by this Agreement shall be in a form and with insurers satisfactory to the Health PEI. A certified copy of the policies shall be delivered to the Health PEI prior to execution of the agreement. Default of delivery or receipt by the Health PEI shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this agreement. Furthermore, Health PEI shall have the right, but not the obligation, to review the original(s) of any required insurance policy(ies) in any of its offices. Such review by or on behalf of Health PEI shall not be construed as acknowledgement that there has been compliance with the terms of this agreement.

All required insurance must be endorsed to provide Health PEI with 60 days' advance written notice of cancellation or material change.

4. Compliance with Laws and Standards

The successful respondent(s) must comply with all federal, provincial, municipal and regional laws applicable to the work or performance of obligations during the term of this agreement. The successful respondent will also be required to be HACCP compliant and shall also ensure compliance with all required federal, provincial inspection codes and standards.

The successful respondent will be required to give all the notices and obtain all the licences and permits required to perform the work and obligations during the term of this agreement. Should the compliance status change during the term of the contract, the Respondent is required to notify Health PEI immediately.

5. Delivery Requirements

Due to the nature of the services provided by Health PEI, the successful respondent must ensure that protein products are delivered at a safe refrigerated temperature. Unfrozen protein products are to be delivered to shipment locations at a four (4) degree Celsius temperature or lower. Frozen protein products are required to be delivered at minus eighteen (-18) degree Celsius temperature or lower. Records of shipment temperatures can be provided upon request. Also, that products are not exposed to conditions or other products that would cause contamination during transport.

CONDITIONS OF TENDER

1. Firm quotations are required; no changing of bids will be allowed.
2. Pricing in the quotation must be firm and will remain firm for the entire contract period unless otherwise agreed upon.
3. Currency and Taxes
Prices quoted are to be:
 - a) In Canadian dollars, taxes not included;
 - b) Inclusive of duty, where applicable;
 - c) FOB destination (freight included), delivery charges included.
4. One tender submission only per vendor.
5. Respondent must respond by submitting their response document, including the completed Request for Price Form (please do not alter spreadsheet) and also by submitting a hard copy of the response document. Respondent may obtain the Spreadsheet from Government Procurement at:
www.princeedwardisland.ca/en/tenders.
6. All prices quoted are to be FOB facility, including all delivery charges to the facilities indicated in Appendix C, **Health PEI Nutritional Services Shipment Locations**, unless otherwise indicated. Please note that Health PEI will highly analyse the shipping terms and conditions.

a.) Riverview Manor shipping site will change early 2019. Vendor will be notified on effective date of new shipping address.
7. In the event of a **decrease** in the market prices, the facility would expect a **reduction in price accordingly**.
8. The facility reserves the right to adjust quantity requirements, depending on the variation in the consumption of each item.
9. If the Respondent cannot supply a contracted item quoted during the duration of the contract, the Respondent must substitute a comparable item at the contracted price. Substitute items will not be received unless pre-approved by Health PEI contract department. If items are not pre-approved, Health PEI reserves the right to reject these items without costs or penalty.
10. If a Respondent quotes a product that is or becomes special order, preference will be given to Respondent who can more readily supply the product without delays.
11. Preference shall be given to brand name specified on the "Appendix B Pricing/Product Response Document" but brand name equivalents may be considered at the discretion of Health PEI.
12. Grade markings must appear where applicable. All product cases must be labeled with net weight or volume and product name.
13. Delivery must meet the needs of all facilities using this tender and be mutually agreed upon between facility and Respondent. The inability of the Respondent to meet these needs may result in cancellation of supply to the tender.

14. Respondents must indicate stock number, brand names and quantity per package and be priced per specific stated unit. If incomplete information makes product comparison difficult the affected items may not be considered in the evaluation of the tender.
15. When necessary, Respondent must supply one sample of each item.
16. Each item is regarded as a separate tender and we reserve the right to accept all or any portion thereof.
17. Any applicable credits due to over shipment, damaged goods, price adjustments, etc... will be required to be processed within 10 days of occurrence of such. Failure to do so may result in payment being withheld.
18. If a successful Respondent does not act according to the above conditions, the tender may cancelled in whole or in part.
19. Upon award if the successful Respondent is unable to supply the item tendered, notice of substitution/discontinuation must be provided to Health PEI and PEI Government Procurement Services.
20. Respondents are solely responsible for their own expenses in preparing a quotation, providing demonstrations and for subsequent negotiations with Health PEI.
21. Respondent must indicate payment terms in their tender submission.
22. Health PEI reserves the right to issue addenda at any point during the tender period. All addenda become part of the bid documents. Addenda issued by Health PEI will be available for viewing on the procurement website at www.princeedwardisland.ca/en/tenders. All respondents are responsible for ensuring that they are aware of, include copy (s) of the addenda in their response, and have complied with any addenda issued by Health PEI.

23. Acceptance of Quotations

Health PEI reserves the right to modify the terms of the Request for Quotation at any time at its sole discretion.

This Request for Quotation should not be construed as a contract to purchase goods or services. Health PEI is not bound to accept the lowest priced or any quotation of those submitted. Quotations will be assessed in light of the evaluation criteria. Should any be received, Quotation from not-for-profit agencies will be evaluated against the same criteria as those received from any other respondent.

Subsequent to the submission of quotations, interviews and negotiations may be conducted with some of the respondents, but there will be no obligation to receive further information, whether written or oral, from any respondent or to disclose the nature of any Quotation received.

24. Upon a Quotation being accepted by Health PEI, the successful respondent will be required to acknowledge the awarded items within ten business days. Health PEI will not be obligated in any manner to any respondent whatsoever until confirmation has been duly executed relating to an approved Quotation.

Neither acceptance of a quotation nor execution of a contract will constitute approval of any activity or development contemplated in any quotation that requires any approval, permit or license pursuant to any federal, provincial, legal district or municipal statute, regulation or bylaw.

25. Definition of Contract

A notice in writing to a respondent of Health PEI's acceptance of its quotation serves as notice of acceptance only and does not entitle the respondent to any legal or equitable rights or privileges relative to the goods or services pursuant to this RFQ. Upon receiving notification of acceptance of its quotation, the successful respondent may be required to sign the standard Service Agreement with Health PEI. This document is available by contacting the listed tender contact above. No respondent will acquire any legal or equitable rights or privileges relative to the goods or services until such time as the Service Agreement has been fully executed.

26. Confidentiality of Information

Information pertaining to any Health PEI department obtained by the respondent as a result of participation in this project is confidential and must not be disclosed without written authorization from Health PEI.

27. Ownership of Quotations and Freedom of Information

All documents, including Quotations, submitted to PEI Procurement Services become the property of Health PEI. They will be received and held in confidence by Health PEI, subject to the provisions of the Freedom of Information and Protection of Privacy Act.

28. Acceptance of Terms

All the terms and conditions set out in this Request for Quotation are assumed to be accepted by the respondent and incorporated in its quotation by virtue of the respondent submitting a quotation.

29. Liability for Errors

While Health PEI has used considerable efforts to ensure an accurate representation of information of this Request for Quotation, the information contained in this Request for Quotation is supplied solely as a guideline for respondents. The information is not guaranteed or warranted to be accurate by Health PEI, nor is it necessarily comprehensive or exhaustive.

Nothing in this Request for Quotation is intended to relieve respondents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Quotation.

30. Use of Request for Quotation

This document, or any portion thereof, may not be used for any purpose other than the submission of Quotations.

31. Conflict of Interest Statement:

Any conflict of interest or potential conflict of interest must be fully disclosed to Health PEI as soon as the conflict or potential conflict becomes apparent. In the event of any such conflict or potential conflict Health PEI at its absolute discretion shall decide on the appropriate course of action and the decision of Health PEI will be final and binding in this regard.

32. Gifts or Favours

It is the responsibility of the successful respondent to ensure that no representative of the successful respondent will extend entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee of the Requester. The successful respondent shall report to the Requester's above contact any attempt by any employee to obtain such favours.

33. Negotiation Delay

If a written contract cannot be negotiated within thirty (10) days of notification of the successful respondent, Health PEI may, at its sole discretion at any time thereafter, terminate negotiations with that respondent. Health PEI will then either negotiate with the next qualified respondent or choose to terminate the Request for Quotation.

34. Independent Contractor Status in Law

For all purposes related to the contract and work contemplated by this Request for Quotation, the successful respondent and its employees, and agents, will be deemed to be independent contractors relative to Health PEI. The successful respondent will ensure that all subcontractors or other agents engaged in relation to the Project satisfy all the relevant requirements for this Request for Quotation as fully as if required by the successful respondent directly. Nothing in this Request for Quotation or in the Service Agreement will be treated as giving rise to a direct contractual relationship between Health PEI and any subcontractors of the successful respondent.

35. Acceptance of Terms

All the terms and conditions of this Request for Quotation are assumed to be accepted by the respondent and incorporated in its quotation by virtue of the respondent submitting a quotation.

36. Environmental Requirements

In order to contribute to waste reduction and promote environmental responsibility, Health PEI will endeavour to acquire goods and services that support these principles wherever possible. Therefore, product(s) quoted should address:

- a) Minimal packaging (initial shipping and with regard to associated reagent and consumable products used in day-to-day operations).
- b) Minimal environmental hazards and waste generation (with regard to associated reagent and consumable products used in day-to-day operations).
 - Maximum energy efficiency
 - Minimal disposal costs
 - Must not reduce the quality of the product required or affect the intended use of the product.
 - Must not significantly impact the acquisition cost

37. Rights Reserved

While the Requester has every intention to award a contract as a result of this RFQ, issuance of the RFQ in no way constitutes a commitment by the Requester to award a contract. Upon a determination such actions would be in its' best interests, the Requester in its sole discretion reserves the right to:

- a) cancel or terminate this RFQ;
- b) reject any or all quotations received in response to this document;
- c) waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any quotation;
- d) not award any contract if senior management do not accept the evaluation team recommendation;
- e) not award any contract if the requester determines adequate funds or approval are not available.

Evaluation Process

Although Health PEI representatives will act in a collaborative and coordinated manner, the final decision as to the purchase will be made by Health PEI based on the tender evaluation process. Health PEI reserves the right to award to more than one respondent.

References

Health PEI will not enter into contract negotiations with any respondent whose references are found to be unsatisfactory.

Respondents, please provide a minimum of three (3) references where they have successfully implemented and provided similar supply and deliver of goods. The quotation must address reliability and service provisions and also contain the following information for each reference provided, (1) agency name; (2) complete address; (3) contact person and telephone number (4) size and project scope of each reference.

Summary

After examining the mandatory quotation requirements and considering the project scope, the respondent is asked to provide a quotation on these goods and services with prices to be quoted in Canadian Dollars. Taxes are to be quoted separately.

If respondent is in agreement with the Mandatory Contractual Clauses and the Conditions of Tender as stated, please sign below.

If Respondent is in agreement with the noted conditions as stated please sign below.

Respondent Name: _____ **Date:** _____

Respondent Signature (Print): _____

Respondent Signature: _____