



**Tenders will be received up to 1400 hours Friday, May 31<sup>st</sup>, 2019. To obtain a copy of the specifications, please contact your internet provider.**

**Tenders must be submitted to:**

**L-GRHA  
Director of Materials Management  
Labrador Health Center  
227 Hamilton River Road  
Happy Valley-Goose Bay, Labrador  
AOP 1C0**

**The public tender opening will take place on 1400 hours Friday May 31<sup>st</sup>. 2018 at 14:00hours in the office of the Director of Materials Management, Labrador Health Center, Happy Valley-Goose Bay, Labrador.**

**It is the responsibility of the bidder to ensure Tender Documents are received at this office before tender closing time.**

**Fax quotations will be accepted however, it is the responsibility of the bidder to ensure the originals are received in this office.**

**The Labrador-Grenfell Regional Health Authority does not bind itself to accept the lowest or any tender.**

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### **TENDER BID FORM**

### **PRODUCT SPECIFICATIONS**

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## INSTRUCTIONS TO BIDDERS

### 1. TENDERS

- (a) **Envelopes containing the Tender are to be clearly marked identifying the Tender No. and the Tender Name as shown on the Tender Bid Form and the envelopes are to be addressed to;**

**Director of Materials Management and Contract Services  
Labrador-Grenfell Regional Health Authority  
C/O Labrador Health Center  
P.O. Box 7000  
Postal Station "C"  
HVGB, Labrador  
A0A 1C0**

**The name and address of the bidder and the closing time and date must be shown on the envelope.**

- (b) **The Director of Materials Management must receive tenders at the Labrador Health Center on or before the exact closing time and date indicated in the advertisement or as amended by the Director of Materials Management. TENDERS RECEIVED AFTER THAT TIME WILL NOT BE CONSIDERED.**
- (c) **Before submitting a Tender, tenderers shall carefully examine the tender documents and fully inform themselves of the existing conditions and limitations. No subsequent allowance under the Contract Documents will be considered for any bidder who had failed to become familiar with all aspects of the work.**
- (d) **The L-GRHA will not defray any expenses incurred by the tenderers in the preparation and submission of their tenders.**
- (e) **In the case of a Limited Company, signatures of authorized signing officers will sign where indicated in the presence of a witness who will sign where indicated, and the corporate seal will be affixed. Indicate next to signature the corporate title of each signer.**
- (f) **If it becomes necessary to correct an error made on the Tender submission, such correction must be initialed and dated by the person or persons signing the Tender submission.**

## **2. UNACCEPTABLE TENDERS**

- (a) Tenders not submitted on TENDER BID FORM will not be considered.**
- (b) Facsimile will be accepted, however originals must be received in the office of the Director of Support Services within four (4) working days of tender closing.**
- (c) Tenders received after the Tender Closing time will not be considered.**
- (d) Tenders submissions containing qualifying or additional clauses to the Tender documents will be rejected.**
- (e) Incorrectly prepared tenders may be rejected.**

## **3. AMENDMENTS TO TENDER**

**Properly documented amendments to the Tender will be permitted up to Tender closing time. Amendments documented by e-mail, fax or written form will be accepted.**

## **4. WITHDRAWAL OF TENDERS**

**Bids may be withdrawn without penalty in written form, by fax or by e-mail if the request is received prior to the time fixed for the opening.**

## **5. INQUIRIES PRIOR TO TENDER CLOSING**

**Inquiries prior to tender closing should be directed to:**

**Mr. E. Sharpe  
Director of Materials Management and Contract Services  
Labrador-Grenfell Regional Integrated Health Authority  
Telephone: (709) 897-2128  
Fax: (709) 896-4457  
Email: [ed.sharpe@lghealth.ca](mailto:ed.sharpe@lghealth.ca)**

## **6. ACCEPTANCE OF TENDERS**

- (a) The L-GRHA will not necessarily accept the lowest or any tender.**
- (b) Upon written acceptance of the tender within the tender validity period, the Tender submission becomes part of the**

**Contract Documents and the successful tenderer becomes the Contractor. The Contract acceptance documents may be in the form of a Purchase Order issued by the L-GRHA.**

- (c) **The tender shall be irrevocable, and open to acceptance by the L-GRHA . All prices quoted for equipment, goods and services must be specified in Canadian dollars, and valid for ninety (90) days following the closing date of the tender.**
- (d) **All cost relating to the preparation and submission of this tender shall be the responsibility of the vendor.**
- (e) **If Eastern Health, Western Health or Central Health would like to participate in this Contract, will you agree to protect pricing, terms and conditions and allow any of the Three (3) Newfoundland and Labrador Health Boards to participate.**

#### **7. HOLD HARMLESS CLAUSE**

**The Contractor\Supplier shall indemnify L-GRHA , and save it harmless from all loss, claims, actions, damages, liability and expense in connection with loss of life, personal injury, damage to property or any other loss of injury whatsoever arising out of or in any way connected with the performance, non-performance or purported performance by the Contractor of its obligations under this Contract or supply of equipment causing injury under this contract. If L-GRHA is made a party to any litigation commenced by or against the Contractor, then the Contractor shall protect, indemnify and hold L-GRHA harmless in connection with such litigation. L-GRHA may, at its option, participate in or assume carriage of any litigation or settlement discussions relating to the foregoing, or any other matter for which the Contractor is required to indemnify L-GRHA under this contract. Alternatively, L-GRHA may require the Contractor to assume carriage of and responsibility for all or any part of such litigation of discussions.**

#### **8. LICENSING (omit)**

**(failure to provide the license number for a medical device will result in your submission being rejected)**

**Medical devices sold in Canada after July 1, 1998 must have a valid Medical Device License issued by the Therapeutic Products Directorate of Health Canada. Please state your Medical Device License Number.**

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**Importers and distributors of medical devices are required to obtain an Establishment License from Health Canada. Please state your Medical Device License Number.**

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<b>Item</b>	<b>Description</b>	<b>QTY</b>
Symantec Endpoint Protection	As Specified	1000

## Specifications

### **Symantec Endpoint Protection Software**

12 months of support and upgrades for 1000 Clients
Support period June 26 2019 to June 25 2020

**GENERAL CONDITIONS:**

- Please state Price Protection period: \_\_\_\_\_
- Please state delivery time from date of purchase order: \_\_\_\_\_
- Does your product contain latex?      Yes  No   
If yes, please state amount of latex content and describe \_\_\_\_\_  
\_\_\_\_\_
  
- In order to contribute to waste reduction and promote environmental protection, Labrador-Grenfell Health will endeavor to acquire goods and services that support these principles. Therefore, product(s) quoted should include:
  - maximum level of post-consumer waste and/or recyclable content
  - minimal packaging
  - minimal environmental hazards
  - maximum energy efficiency
  - potential for recycling
  - 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
- Does the medical device(s) you are quoting on comply with Health Canada's Licensing Regulations.      Yes  No  or Not Applicable
- Please state your Canadian Medical Device License Number for the devices quoted on requiring licensing in Canada \_\_\_\_\_.
- International Sale of Goods Act does not apply in this tender or any potential future purchases applying to this tender. Only Canadian Business Laws and Canadian Sales of Goods Act will apply.
- It is illegal to supply incorrect information on Regulated Medical Devices.
- Tender evaluation and award of contract for this item will be done in accordance with the procedures outlined in the latest revised Public Tender Act and the associated regulations.
- Policy criteria application and procedures will be as established under related legislation and guidelines.

- Prices quoted must be in Canadian currency, F.O.B., St. Anthony with H.S.T. exempt and all other duties and levies included.
- Are the quoted price(s) on this tender (where applicable) available to our employees?  
Yes  No  N/A
- Administratively, Labrador-Grenfell Health will not be involved in ordering, servicing, warranty and payment; the employee(s) would deal directly with the company.
- Vendor is required to state all warranty terms and conditions.

Company Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Company Signature: \_\_\_\_\_

**TERMS AND CONDITIONS:**

The Labrador-Grenfell Health Materials Management (Purchasing) Department will be the **only** official source of information regarding this tender and information from any other source shall be considered unofficial and may not be correct. Information, offers or commitments from any other source shall not be binding on Labrador-Grenfell Health.

**PRICES**

Prices quoted on this tender must be made available to all health organizations operating under Labrador-Grenfell Health for the stated contract period.

Prices quoted must be in Canadian currency, F.O.B. Curtis Memorial with HST and all other duties and levies included.

Do not include HST in your total bid price, but please specify amount of HST to be invoiced as directed on the Required Information page of this tender document.

**ACCEPTANCE**

During the open tender period, any required additions, deletions or alterations to the tender requirements will be issued in the form of an addendum. All such changes will become an integral part of the tender.

Tenders will be open for acceptance for at least ninety (90) days following the tender closing date.

The lowest or any tender will not necessarily be accepted. Labrador-Grenfell Health is under no obligation to accept a sole or single compliant bid.

For construction projects Labrador-Grenfell Health requires "COR" certified contractors. Sub-contractors must be identified at time of submission and also be "COR" certified. Submissions from vendors not "COR" certified will not be accepted. (omit)

NO BIDDER SHALL HAVE ANY CLAIM FOR COMPENSATION OF ANY KIND WHATSOEVER AS A RESULT OF PARTICIPATING IN THIS TENDER. BY SUBMITTING A BID, EACH BIDDER SHALL AGREE THAT IT HAS NO CLAIM FOR DAMAGES ARISING FROM ANY ASPECT OF THIS TENDER PROCESS.

Labrador-Grenfell Health reserves the right to award the tender in whole or in part.

Successful Company name(s) and price(s) will be posted on the website when tender is awarded.

All bids must be sent in a sealed envelope clearly marked with Tender Name and Tender Number. It is the sole responsibility of the bidder to ensure that their bid is delivered at the correct address before tender closing time. Labrador-Grenfell Health

will not be responsible for lost or misplaced bids that fail to comply with this requirement to label and seal bids.

**FACSIMILE BIDS**

Labrador-Grenfell Health will not be held responsible for any damages or liabilities incurred by companies who submit their bids by fax. Companies submitting bids by fax are doing so at their own risk since the prices and relevant information they submit are visible to any person(s).

Companies submitting fax bids are doing so at their own risk since the fax bid must be at the public opening as specified in the tender information. The time stated on the fax bid will become null and void since it is the responsibility of the company placing the bid to have their bid at the public opening. Therefore, Labrador-Grenfell Health will not be responsible for any damages or liabilities.

**Bids submitted by electronic transmission (e-mail) will not be accepted.**

**While Tender is Open:**

1. The names of individuals or companies who have picked up the tender documents will not be released.

**At Tender Opening:**

1. The names of the bidders, and overall bid price(s) will be read out.
2. Where the overall bid price(s) cannot be readily determined, no pricing will be released.

**After Tender Opening:**

1. Further information will not be released until after the contract is awarded.
2. After award, only the name and bid price of the successful bidder will be released.
3. Award information will be made available for 90 days after the award date only.

**Award of Tender**

The Labrador-Grenfell Health Materials Management (Purchasing) Department will be the ONLY official source of notification of tender award. Any notification of award from any other source will be considered unofficial and may not be correct. Notification of tender award from any other source will not be binding upon Labrador-Grenfell Health.

**Standard statements for tender calls:**

This tender call is subject to the Public Tender Act and Regulations enacted thereunder and confidentiality of the contents of any bid cannot be guaranteed after opening. Bidders are hereby informed that bid pricing may be released at the public

opening.

Prices released at time of tender opening are preliminary only and do not indicate final price and/or compliance of bids.

Tender evaluation and award of contract for this item will be done in accordance with the procedures outlined in the latest revised *Public Tender Act*, R.S.N.L. 1990, chapter P-45 and its associated Regulations.

Policy criteria application and procedures will be as established under related legislation and guidelines.

All equipment MUST be C.S.A. certified. Where not CSA certified, bidder is responsible for the cost of CSA certification.

International Sale of Goods Act does not apply in this tender or any potential future purchases applying to this tender. Only Canadian Business Laws and Canadian Sales of Goods Act will apply.

In order to contribute to waste reduction and promote environmental protection, Labrador-Grenfell 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

Labrador-Grenfell Health has instituted a tobacco and smoke-free environment. The Smoke-Free Environment Policy prohibits the use of all tobacco products on properties owned or leased by Labrador-Grenfell Health including grounds, parking lots (vehicles parked therein) and all buildings e.g. hospitals, mental health facilities, long term care facilities and community health settings. This policy applies to all employees, physicians, patients, clients, residents, visitors, students, volunteers and all agents of Labrador-Grenfell Health. All vendors and contractors to Labrador-Grenfell Health are expected to abide by this policy as well.

Labrador-Grenfell Health also has a scent-free policy in place which applies to all employees, physicians, patients, clients, residents, visitors, students and volunteers. All vendors and contractors to Labrador-Grenfell Health are expected to abide by this policy as well.

The Terms and Conditions of this Tender will prevail over the Terms and Conditions submitted by any bidder.

The successful bidder will be required to sign a Privacy and Confidentiality Agreement with Labrador-Grenfell Health.

This is a provincial tender. The other three health boards (Eastern Health, Central Health and Western Health) can purchase from this tender once awarded at the same price and terms as quoted by the successful vendor.

**Labrador-Grenfell Health**

**VENDOR CHECKLIST - CAPITAL EQUIPMENT**

**REQUEST TO TENDER #: LGH 19-004**

Specific terms and conditions in the tender documents shall take precedence over these where different.

Note: This form will be referenced in any purchase order issued under this tender. Answer all applicable questions to the best of your ability.

**1. VENDOR**

A. Two (2) copies tender package. Yes  No

B. Provide the location and telephone numbers of representatives.  
\_\_\_\_\_  
\_\_\_\_\_

D. Provide the location and telephone numbers of parts suppliers (if applicable).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. Use this section below to list any additional information which you feel would be of interest to use in making an award decision.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Completed by: \_\_\_\_\_  
(Name & Title) (Date)

The following documents will need to be read and signed before any tender can be awarded the successful bidder:

**Oath/Affirmation of Confidentiality**  
**(Contractors/Vendors)**

**Anti- Collusion Clause**