



LIQUOR DISTRIBUTION BRANCH

3383 Gilmore Way, Burnaby, British Columbia, Canada V5G 4S1

July 26, 2022

INVITATION TO QUOTE (“ITQ”)

ITQ2022-08-09

for

Zone Controllers Equipment

The BC Liquor Distribution Branch is requesting bids from experienced and qualified Bidders for the supply and delivery of Zone Controllers Equipment. Details of this requirement are in this Invitation to Quote document and its attachments.

Closing Time:

Bids must be received by 2:00 PM Pacific Time on August 09, 2022

Delivery of Bids: Bids must be in English and must be submitted using one of the submission methods below, and must either (1) include a copy of the Bidder Section as it appears on Appendix C – Bidder’s Section that is signed by an authorized representative of the Bidder or (2) otherwise identify the ITQ, identify the Bidder and include the signature of an authorized representative of the Bidder that confirms the Bidder’s intent to be bound, or (3) be submitted by using the e-bidding key on BC Bid (if applicable), in accordance with the requirements set out in Section 1.0:

BC Bid Electronic Submission: Bidders may submit an electronic bid using BC Bid. Bids must be submitted in accordance with the BC Bid requirements and e-bidding key requirements (found at <https://www.new.bcbid.gov.bc.ca>). Only pre-authorized electronic bidders registered on the BC Bid system can submit an electronic bid using the BC Bid system. Use of an e-bidding key is effective as signature.

Email Submission: Bidders may submit an electronic bid by email. Include the opportunity description and ID in the subject line of the email. Bids submitted by email must be submitted to svp.solicitations@bcldb.com in accordance with the instructions at Section 1.0 of this ITQ.

Regardless of submission method, Bids must be received by the Closing Time to be considered.

A proposal is deemed to incorporate the Confirmation of Bidder’s Intent to be Bound in the Bidder section in Appendix B.

Any queries regarding this document are to be directed only to:
Abhinav Tomer, Sourcing & Vendor Performance
via email at svp.solicitations@bcldb.com.

Attachments:

- **Appendix A - Specifications and Price Form**
- **Appendix B - Bidder Section**
- **Appendix C - Purchase Order Terms & Conditions – Non-Liquor Products**
- **Appendix D - Certificate of Insurance**

INTRODUCTION

Her Majesty the Queen in Right of the Province of British Columbia, as represented by the General Manager of the Liquor Distribution Branch and Administrator of the Cannabis Distribution Act is one of the largest distributors and retailers of beverage alcohol in Canada, generating \$1,160.9 million (2020/21) in net income on annual sales of \$4,134.7 million. The LDB operates a province-wide, retail/wholesale beverage alcohol business, within a mixed public-private model, and a province-wide, retail/wholesale non-medical cannabis business, within a mixed public-private model.

The LDB has a workforce of approximately 4,800 full-time and part-time employees. The LDB operates: approximately 198 BC Liquor Stores; a small number of BC Cannabis Stores; an online BC Cannabis Store; beverage alcohol distribution centres in Delta and Kamloops; a non-medical cannabis distribution centre in Richmond; and, a head office facility in Burnaby.

The LDB is a unique government entity that operates with similar independence to a Crown Corporation, but under the direction of a General Manager / Chief Executive Officer.

INSTRUCTIONS TO BIDDERS

Bids, to be entitled to consideration, shall be made in accordance with the following instructions:

1. The following terms and conditions apply to this Invitation to Quote ("ITQ"). A Bidder's submission of a Bid in response to this ITQ indicates acceptance of all the terms that follow and that are included in any Addenda issued by the LDB.

A Bid should be signed by a person authorized to sign on behalf of the Bidder with the intent to bind the Bidder to the ITQ and to the statements and representations in the Bidder's Bid. A scanned copy of the signed Bidder Section as it appears on Appendix C of this ITQ is acceptable as is a cover letter identifying the Bidder, identifying the ITQ and including a signature of an authorized representative of the ITQ that confirms the Bidder's intent to be bound. For Bids submitted via BC Bid attachment of the e-bidding key to an electronic submission constitutes the signature of an authorized representative of the Bidder and is acceptable without additional signature.

2. Definitions: Throughout this ITQ the following definitions apply:
 - a) "Addenda" means all additional information regarding this ITQ including Amendments to the ITQ;
 - b) "Amendment" means a change to the ITQ that results in posting an updated version of the ITQ requiring Bidders to submit a new Bid to the ITQ as amended; ;
 - c) "Agreement" means the written Purchase Order ("PO") resulting from this ITQ, executed by the LDB and the successful Bidder which will be substantially in the form of the sample document attached, together with applicable schedules / appendices;
 - d) "BC Bid" means BC Bid located at <https://www.new.bcbid.gov.bc.ca>;
 - e) "BCCS" means the British Columbia Cannabis Stores;
 - f) "Bid" means the submission or response a Bidder submits in response to this ITQ;
 - g) "Bidder" means a person or entity with the legal capacity to contract, that submits or intends to submit a bid in response to this ITQ;
 - h) "Business BCeID" means a password ID that is required if a Bidder intends to

prepare and submit Bids electronically using BC Bid. See <https://www.bceid.ca/> for more information;

- i) “Closing Location” means the location or email address for submissions indicated on the cover page of this ITQ, or BC Bid as applicable;
- j) “Closing Time” means the closing date and time for this ITQ as set out on the cover page of this ITQ;
- k) “DDC” means the Delta distribution centre, located at 7003 72nd Street, Delta;
- l) “Invitation to Quote” or “ITQ” means the process described in this document;
- m) “KDC” means the Kamloops distribution centre, located at 9881 Dallas Drive, Kamloops;
- n) “LDB”, “British Columbia Liquor Distribution Branch” or “Liquor Distribution Branch” means Her Majesty the Queen in Right of the Province of British Columbia, as represented by the General Manager of the Liquor Distribution Branch and/or the Administrator under the *Cannabis Distribution Act*;
- o) “RDC” means the LDB’s distribution centre located in Richmond, BC; and
- p) “Tax Verification Letter” means a letter issued by the Province of British Columbia’s Ministry of Finance verifying that the Bidder meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations.

3. Acceptance of Terms and Conditions

Submitting a Bid indicates acceptance of all the terms and conditions set out in the ITQ, including all appendices, Addenda and these ITQ Process Rules. These process rules are not the exclusive source or location for all rules pertaining to the ITQ. Other rules, including mandatory requirements for this ITQ are set out in BC Bid, including the Response Form, pop-up advisories, tool tips and other features and functionality of BC Bid.

A Bid must be signed by a person authorized to sign on behalf of the Bidder with the intent to bind the Bidder to the ITQ and to the statements and representations in the Bidder’s Bid:

- a) For Bids submitted by a Bidder with a Business BCeID that is registered to submit its Bid electronically through BC Bid, clicking the “I Agree and Submit” button that follows the pop-up advisory associated with Bid submission constitutes the signature of the Bidder and is acceptable without additional signature. By submitting its Bid electronically through BC Bid, the Bidder is agreeing to the terms and conditions of the ITQ.
- b) For Bids submitted by hard copy to a physical address or Bids submitted by email, Bidders must complete and submit the Submission Declaration Form that is available for download and located in the “RFX documents” section of the “overview” menu tab for the ITQ.

4. Submission

Bids must be received before the Closing Date and Time at the Closing Location using one of the permitted submission methods specified on the cover page of this ITQ or as may be set out in the “delivery of submissions” section of the “overview” menu tab in connection with

this ITQ. The Bidder is solely responsible for ensuring that, regardless of the submission method selected, the Province receives a complete Bid, including all attachments or enclosures, before the Closing Date and Time.

a) For electronic submissions, the following applies:

- (i) the Bidder is solely responsible for ensuring that the complete electronic bid is received by the Closing Time;
- (ii) the maximum size of any file uploaded to BC Bid must be no more than 500 MB;
- (iii) (ii) the maximum size of each email attachment must be no more than 20 MB and must not be compressed; and
- (iv) (iii) Bidders should submit email bid submissions in a single email. Emails should reference the ITQ number in the subject line and ensure that attachments identify the ITQ number and Bidder's name.

b) Only pre-authorized e-bidders registered on BC Bid can submit bids on BC Bid. BC Bid is a subscription service and the registration process may take two business days to complete. If using BC Bid, Bidders may refer to the BC Bid website or contact BC Bid Helpdesk for more information. An electronic proposal submitted on BC Bid must be submitted using the e-bidding key of an authorized representative of the Bidder. Using the e-bidding key of a subcontractor is not acceptable.

c) An alternate submission method may be made available, at the Province's discretion and it is the Bidder's sole responsibility for ensuring that a complete proposal submitted using such alternate submission method is received by the Province by the Closing Time.

d) Additional Information

All Addenda will be posted on BC Bid. It is the sole responsibility of the Bidder to check for Addenda on BC Bid. Bidders are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of Addenda.

5. Amendments and Addenda

Bidders should continually monitor the ITQ as published on BC Bid in the event any Amendment or Addenda to the ITQ have the effect of requiring a Bidder to submit a new Bid to the ITQ in lieu of any Bid to the ITQ that a Bidder may have submitted before such Amendment or Addenda. All Amendments will be noted in the amendment reason section of the "overview" menu tab on BC Bid. All Addenda will be noted on the "addenda" menu tab.

6. Trade Agreements

This ITQ is covered by the following trade agreements:

a) Canadian Free Trade Agreement

7. Additional Information

It is the sole responsibility of the Bidder to check for Addenda and Amendments on BC Bid.

Bidders are encouraged to become a registered user of BC Bid and to subscribe to BC Bid's email notification service in order to receive notices regarding Amendments and procurements or other opportunities organized by commodity codes selected by the registered user. BC Bid's email notification service is an annual fee-based subscription service and the duration of the registration process may vary for different users. Bidders should refer to the BC Bid website for more information.

8. Any queries regarding this ITQ document should be emailed to svp.solicitations@bcldb.com, to the attention of the representative of the Sourcing & Vendor Performance department of the LDB noted on the front cover of this ITQ. This ITQ is not to be discussed with any other LDB staff member. Violation of this condition may result in the Bidder from being excluded from consideration for the respective ITQ.

A Bidder may submit questions via email to svp.solicitations@bcldb.com, and request that the question and response not be circulated to other Bidders in order to protect the Bidder's confidential business information. The LDB reserves the right to judge if the question points to an error or shortcoming in this ITQ. If that is the case, the LDB reserves the right to ignore the Bidder's request for confidentiality and will notify all interested Bidders of the error and what corrective action to take. If the information is not critical, but the LDB judges it fair to circulate the question and response to all Bidders, the enquiring Bidder will be given the opportunity to withdraw the question and receive no response. In that case, no other Bidders will be informed of the question. If none of the above conditions exist and the question reveals a Bidder's unique proposal strategy, the LDB may honour the Bidder's request for confidentiality and respond only to the enquiring Bidder.

The final date for the receipt of questions from Bidders to the LDB is requested by July 29, 2022. The LDB will endeavour to answer questions by August 04, 2022. Any questions received after July 29, 2022 may not be answered. Bidders must not attempt to communicate directly or indirectly with any employee, contractor or representative of the LDB, including the evaluation committee and any elected officials of the Province of British Columbia, or with members of the public or the media, about the project described in this ITQ or otherwise in respect of the ITQ, other than as expressly directed or permitted by the LDB. Information obtained from any source other than this ITQ (or Addenda or Amendments hereto) should not be relied upon.

9. Bidders are solely responsible for their own expenses in preparing a Bid and for subsequent finalization of an Agreement with the LDB, if any. If the LDB elects to reject all Bids or to cancel the ITQ, the LDB will not be liable to any Bidder for any claims, whether for costs or damages incurred by the Bidder in preparing the Bid, loss of anticipated profit in connection with any final Agreement, or any other matter whatsoever.
10. By submitting a Bid, Bidders agree that they will not claim damages for whatever reason, relating to the Agreement or in respect to the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Bidder in preparing its Bid and the Bidder, by submitting a Bid, waives any claim for loss of profits if no Agreement is made with the Bidder.
11. By submission of a clear and detailed written notice, the Bidder may amend or withdraw its Bid up to the Closing Time. The Bidder will not change the wording of its Bid after closing..
12. By submission of a Bid, the Bidder is deemed to have agreed to the terms and conditions of this ITQ, and agrees that should its Bid be successful, the Bidder will enter into an Agreement with the LDB substantially on the terms set out in the attached Agreement

document (with any adjustments to the sole satisfaction of the LDB).

As a condition of finalizing the Agreement, all individuals who will access the LDB's workplaces must be fully vaccinated (two doses) with COVID-19 vaccines approved for use in Canada, subject to any authorized exemptions. The Agreement will contain associated provisions required by and satisfactory to the LDB regarding the foregoing, which may include provisions regarding mitigation measures for exempt personnel, compliance, enforcement and the use of an attestation certifying compliance or presentation of a BC Vaccine Card (or other government's equivalent acceptable to the LDB) by personnel.

13. All or part of a Bid may be subject to the disclosure provisions of the *Freedom of Information and Protection of Privacy Act* ("FOIPPA"). For further information about the FOIPPA please see http://www.cio.gov.bc.ca/cio/priv_leg/index.page.
14. Bids are irrevocable and will remain open for acceptance for sixty (60) days after the Closing Time.
15. The LDB intends to establish an Agreement for the purchase of Zone Controllers Equipment as stated in this ITQ. The term will be for one (1) year ("Initial Term") with one (1) additional nine (9) year option to be exercised at the discretion of the LDB. The Zone Controller will be ordered on an "as required" basis. It is the LDB's preference to enter into a single Agreement for the purchase of Zone Controllers Equipment; however the LDB reserves the right to enter into multiple Agreements with any successful Bidders, to go directly to any successful Bidder for any additional orders, or not to enter any Agreement with any Bidder.
16. The LDB reserves the right to make one or more partial awards to one or more Bidders; to waive any non-material irregularities in a Bid; to adjust quantities or cancel all or part of the Bid items; to modify the ITQ documents at any time in its sole discretion; to reject any and all Bids; to terminate the ITQ process at any time.
17. The LDB may in future require Zone Controllers equipment with different specifications than those set out at Appendix A ("Potential Future Zone Controllers"). Such Potential Future Zone Controllers Equipment may be provided by the successful Bidder at the LDB's sole discretion; however, the LDB is not obligated to use the successful Bidder or any Bidder to supply Potential Future Zone Controllers Equipment and reserves the right to issue a competitive procurement for such Potential Future Zone Controllers Equipment.
18. This ITQ should not be construed as an agreement to purchase goods or services. The LDB is not bound to enter into an agreement with the Bidder who submits the lowest priced Bid or with any Bidder. The LDB will not be obligated in any manner to any Bidder whatsoever until an Agreement has been executed and delivered by both the LDB and the successful Bidder respecting a Bid.
19. Bids will be assessed in accordance with the following evaluation criteria. Any product not clearly identifying or not meeting the required minimum specifications will not be considered and excluded from further consideration.

MINIMUM SPECIFICATIONS	YES / NO
Bidder can deliver all products listed in Appendix A – Specifications and Price Form on or before August 31, 2022 at the FOB point.	YES / NO
EVALUATION CRITERIA	WEIGHTING
Price	100%

20. Pricing to include all costs associated with the manufacturing, assembly, packaging, and shipping, of the product(s).
21. All amounts quoted are deemed to be in Canadian dollars unless otherwise specified.
22. Any applicable taxes, surcharges, shipping, freight and/or transportation charges and any other costs that may be considered extra for complete delivery of the products, goods and/or services requested in this ITQ must be identified separately in the Bidder's submission. Any such taxes, surcharges, charges or costs which are not identified separately in the Bidder's Bid shall be deemed to be included in the Bid.
23. Time shall be of the essence. Bidder to indicate the standard delivery time from receipt of the order.
24. The payment terms of the LDB are NET 30 days upon satisfactory receipt and acceptance of product.
25. Bid submissions should be checked by the Bidder for accuracy. Any changes initiated by the Bidder must be endorsed by the Bidder's initials at the point of change.
26. The Bidder warrants title to commodities supplied by it and warrants them free from defects and/or imperfections, and will indemnify and hold purchaser harmless against any or all suits, claims, demands and/or expenses, patent litigation, infringement, material, material men's or labourer's liens, or any claims by the third parties in or to the commodities mentioned and supplied by it. Bidder to indicate on enclosed sheet the warranty period of unit.
27. Bidders must provide, on LDB's request:
 - a) a minimum of three (3) recent and relevant references, of clients that have similar requirements to this ITQ. References should include contact information, duration of engagement, and brief description of goods/services rendered; and
 - b) financial documentation and/or other assurances of corporate and financial stability to perform the services required under this ITQ, upon request.

References and/or business and financial stability of leading Bidders may be reviewed by the LDB, exercising its business judgement. The LDB may not enter into a contract with a Bidder with unsatisfactory references, business and financial instability, or without the required valid certification(s), licensing and/or authorization(s) documentation relevant to this ITQ.
28. Any Agreement resulting from this ITQ will require that the successful Bidder, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the agreement term, the following insurances with insurers licensed in British Columbia in

forms acceptable to the LDB. All required insurance will be endorsed to provide the Province with 30 days' advance written notice of cancellation or material change. The successful Bidder must provide the LDB with evidence of the required insurance, in the form of a completed Province of British Columbia Certificate of Insurance, immediately following execution and delivery of the Agreement.

- a) Comprehensive Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Agreement. The Province is to be added as an additional insured and the policy shall contain a cross liability clause.
- b) Automobile Liability on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than \$2,000,000.

- 29. The successful Bidder must obtain, maintain and pay for any additional insurance which the successful Bidder is required by law to carry, or which the successful Bidder considers necessary to cover risks not otherwise covered by insurance specified in this Section in the successful Bidder's sole discretion.
- 30. The successful Bidder shall be registered and in good standing with WorkSafeBC and will produce a clearance letter to demonstrate such good standing, on request.
- 31. The successful Bidder is required to be fully knowledgeable and compliant with the regulations and requirements of the Workplace Hazards Material Information System (WHMIS) with regard to materials used in the Work. The successful Bidder shall provide, to the LDB Facilities Coordinator, Material Data Safety Sheets for all applicable supplies. All materials shall be used in strict accordance with the manufacturer's printed instruction, where not inconsistent with the WHMIS/WCB standards.
- 32. All commodities delivered shall be subject to the LDB's inspection and approval, notwithstanding prior payment.
- 33. Bidder to pay all transportation charges, both ways, on rejected materials.
- 34. Conditions:
 - a) Bidders must be authorized resellers of the products specified in this ITQ;
 - b) All components must be new;
 - c) All components must be eligible for full manufacturer support and maintenance in the country in which it is to be installed/used;
 - d) Substitutes will not be accepted; and
 - e) Gray Market products will not be accepted.
- 35. Tax Verification Letter

As a condition of finalizing an Agreement, the successful Bidder will be required to provide the LDB with a valid Tax Verification Letter, unless the value of the Agreement, including renewal terms, is less than \$100,000.

Appendix A

Attached Specifications and Price Form

Appendix B
Bidder Section

The enclosed Bid is submitted in response to the LDB ITQ2022-08-09 for the Supply and Delivery of Zone Controllers Equipment including any Addenda. Through the submission of this Bid, we agree to all the terms and conditions of the Invitation to Quote including that should our Bid be successful, we will enter into a contract with the LDB in the form of the attached Purchase Order Terms & Conditions - Non-Liquor Products and proposed Appendices. We have carefully read and examined the Invitation to Quote, including the Bid and Submission section, and have conducted such other investigations as were prudent and reasonable in preparing the Bid. We agree to be bound by statements and representations made in our Bid.

Signature of Authorized Representative	Legal Name of Bidder (and doing business as name, if applicable)
Printed Name of Authorized Representative	Address of Bidder
Title:	Authorized Representative
Date:	Phone #: Fax #:
GST Number:	E-mail:

Appendix C

PURCHASE ORDER TERMS AND CONDITIONS - NON-LIQUOR PRODUCTS



LIQUOR DISTRIBUTION BRANCH

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the General Manager of the LIQUOR DISTRIBUTION BRANCH (the "LDB")

Purchase Order	1000052487
Type	STANDARD
Revision	0
Order Date	2020-JAN-23
Created By	LEMIEUX, JEROME ldbitest@bcldb.com
Revision Date	
Revised By	

Supplier: ABC COMPANY LTD
2500 - 100 YONGE STREET
TORONTO, ON M4C 1B5
Canada

Ship To: BCLS 0160 - 39TH & CAMBIE
5555 Cambie St
Vancouver, BC V5Z 3A3
Canada

Bill To: LIQUOR DISTRIBUTION BRANCH
3383 GILMORE AVE
BURNABY, BC V5G 3S1
Canada

Customer Account No.	Supplier No.	Payment Terms	Freight	FOB	Ship Via
164397	119181	NET 30	Paid	DESTINATION	
Supplier Contact	Supplier Fax No.	Supplier Email Address	Requester		
ANDERSON, MARK		MARK.ANDERSON@ABC.COM	SMITH, JANE		

Comments
Please review the following information applicable to this Purchasing Document.
The Buyer may optionally include comments in this area that are applicable to the entire Purchase Order including references to file attachments.

Line	Part Number/Description	Delivery Date	Quantity	UOM	Unit Price (CAD)	Tax	Amount (CAD)
1	Supplier Item: 1234 Desktop Computer Model A100 This PO Line references purchase agreement #1000052484	2020-JAN-31	2	EA	1,295.00	GP	\$2,590.00
2	Supplier Item: 1458 Laptop Computer Model L220 This PO Line references purchase agreement #1000052484	2020-JAN-31	1	EA	1,595.00	GP	\$1,595.00
3	Freight This PO Line references purchase agreement #1000052484	2020-JAN-31	150	CAD	1.00	GP	\$150.00
Subtotal:							\$4,335.00
GST:							\$216.75
PST:							\$303.45
Total (CAD):							\$4,855.20

THIS PURCHASE ORDER IS ISSUED WITH THE ATTACHED TERMS AND CONDITIONS. The Supplier agrees to perform to the terms and conditions attached to the Purchase Order and acknowledge receipt of the Purchase Order. The BCLDB limits acceptance of this Purchase Order to the terms hereof, including those appearing on the face and body of the Purchase Order, the Purchase Order Terms and Conditions and in any documents or information incorporated by reference in the Purchase Order. The Supplier agrees that these constitute the entire agreement between the parties which agreement is shown by acknowledgement, commencement of performance or delivery.	Authorized Signature
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1. DEFINITIONS

1.1 Throughout these terms and conditions, the following definitions apply:

- "FOB Destination" means the delivery location for the Goods specified in the Purchase Order;
- "Goods" means all equipment, materials, supplies, ancillary parts, accessories, components and other items purchased or leased by the LDB as identified in the Purchase Order;
- "Purchase Order" means the document generated by the LDB which identifies the Goods and/or Services to be acquired by the LDB from the Supplier at the price and on the terms set out therein;
- "Services" means all services of any nature ordered by the LDB as identified in the Purchase Order; and

- (e) "Supplier" means the successful proponent that responded to the Tender Document and was selected by the LDB to supply the Goods and/or Services that are the subject of the Purchase Order.

2. PURCHASE ORDER

- 2.1 These terms and conditions ("**Purchase Order Terms**") are incorporated into the contract between HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the General Manager of the LIQUOR DISTRIBUTION BRANCH (the "**LDB**") and the Supplier, as evidenced by the Purchase Order, and include such terms as may be necessary to give effect to the intentions of the parties contained in any Request for Proposal, Invitation to Tender, Invitation to Quote, or any similar tender document (each a "**Tender Document**") under which the Purchase Order is issued, and will constitute the full and complete agreement between the parties (together, the "**Contract**"). Any other document provided by the Supplier, including the language of Supplier's own standard terms and conditions for sale, order acknowledgement, quote, proposal, click-wrap or similar terms, whether or not inconsistent with the Contract will be considered to be void and of no effect.
- 2.2 Subject to these Purchase Order Terms, the Supplier agrees to sell the Goods and/or provide the Services described in the Purchase Order to the LDB.
- 2.3 The Supplier cannot change price(s) or other terms contained in the Purchase Order or the Purchase Order Terms without the prior written agreement of the LDB.

3. TITLE AND RISK OF LOSS

- 3.1 Subject to the LDB's right of inspection and return of the Goods as described herein, title and risk of loss for any Goods ordered under the Purchase Order will remain with the Supplier until the Goods are delivered to the FOB Destination.

4. DELIVERY AND TIMING

- 4.1 Time is of the essence in the performance of the Supplier's obligations set out in the Contract. Failure to deliver the Goods or complete the Services by the date(s) stated in the Purchase Order is a breach of the Contract, for which the LDB reserves all of its rights, including the right to cancel the Purchase Order.
- 4.2 The Supplier agrees to deliver the Goods in the quantities indicated according to the specifications and delivery specifics of the Purchase Order. No substitutions are permitted unless previously agreed to by the LDB and confirmed in writing.
- 4.3 All Goods must be suitably packaged for shipment by the Supplier at the Supplier's expense. Shipments must be accompanied by a properly completed packaging slip showing the Purchase Order number, Goods description, quantities shipped, and any other information required by the LDB from time to time.
- 4.4 Excess shipments may be returned by the LDB with all freight charges to the Supplier's account. Alternatively, excess shipments may be accepted by the LDB at the Purchase Order price, on a case-by-case basis.
- 4.5 The Supplier will promptly notify the LDB in writing of any anticipated or actual delay in delivery of Goods or completion of Services, the reasons for the delay, and the actions being taken by Supplier to overcome or minimize the delay.

5. INSPECTION AND RETURN

- 5.1 The Supplier agrees to permit LDB or its designated agent access to the Supplier's premises, with prior written notice and at all reasonable times, for the purpose of inspecting any ordered Goods.
- 5.2 All Goods are subject to inspection and testing by the LDB, after delivery to the FOB Destination but before final acceptance, notwithstanding prior payment.
- 5.3 The LDB may return, at any time up until the expiration of the warranty period set out herein, even after final acceptance and payment, all or any part of the Goods to the Supplier if the Goods are found to be unsatisfactory, defective or fail to meet the warranties or other specifications or the exact requirements of the Purchase Order. Alternatively, the LDB may require the Supplier replace the Goods or to correct any deficiencies in the Goods at a location specified by the LDB, all at the Supplier's sole cost.
- 5.4 If Goods are returned to the Supplier, the Supplier must repay to the LDB all amounts paid on account of the purchase price of the Goods and must reimburse the LDB for all costs incurred in connection with the purchase, acceptance, and/or return of any Goods. Any Goods returned to the Supplier will be at the Supplier's sole cost, expense and risk. The LDB may set off any amounts owing to it against amounts payable to the Supplier.
- 5.5 The LDB's right to return the Goods is without prejudice to any other rights or remedies the LDB has.

6. INSURANCE

- 6.1 The Supplier will, without limiting the Supplier's obligation or liabilities, and at the Supplier's own expense, purchase the insurance described in the Tender Document and maintain such insurance throughout the term of the Purchase Order.

7. WARRANTIES

- 7.1 The Supplier warrants that any Goods delivered to the LDB:
- (a) correspond to and conform with the specifications described in the Purchase Order and Tender Document;
 - (b) will be free from defects of any kind and be fit for purpose;
 - (c) will be new (unless otherwise specified by the Purchase Order) and consistent with recognized industry quality standards;
 - (d) will conform to samples, if any, supplied to the LDB during the tender or other selection process;
 - (e) do not infringe any patent, trademark, copyright, industrial design or other proprietary right of any third party;
 - (f) will conform in all respects to applicable governmental requirements; and
 - (g) are free and clear of all liens and encumbrances.
- 7.2 All warranties given by the Supplier for Goods are valid for a period of two years from the date of acceptance of the Goods by the LDB, unless another warranty period is specified by the Supplier in its response to a Tender Document and such other warranty period has been accepted in writing by the LDB. The Supplier will not be released from any warranties or obligations under these Purchase Order Terms or from the law related to the sale of goods in general even if the LDB has inspected or failed to inspect the Goods, or has accepted, paid for, used or resold the Goods.
- 7.3 The Supplier warrants that any Services supplied to the LDB:
- (a) will be performed in a timely, efficient, professional, and workmanlike manner;
 - (b) will be supplied by personnel that have the necessary skills and training to supply them; and
 - (c) will be completed in a manner that meets or exceeds commercial norms and/or industry standard(s) for the supply of such Services.
- 7.4 All warranties given by the Supplier for Services are valid for a period of two years after the date when the Services are completed.
- 7.5 The Supplier warrants that all hardware, software and firmware associated with the Goods or Services will not:
- (a) contain any viruses, malicious code, Trojan Horse, or any other harmful software code; or
 - (b) infringe on any patent, copyright, trademark, or other intellectual property right of any third party.
- 7.6 All warranties given by the Supplier regarding intellectual property, hardware, software or firmware are valid for a period of two years after completion of the Services or delivery of the Goods, as applicable.

8. PRICE AND PAYMENT

- 8.1 Unless otherwise specified by the Purchase Order, the Supplier's price must be in Canadian dollars, for delivery of the Goods to the FOB Destination, or performance of the Services, as applicable.
- 8.2 Unless otherwise specified, all applicable taxes including any applicable sales taxes must be expressly stated in any invoice, failing which such taxes are deemed to be included in the price set forth in the invoice. The Supplier agrees to collect and remit all such taxes to applicable government authorities.
- 8.3 The LDB will pay the Supplier, net 30 days, after the later of the date of receipt of an invoice for the Goods delivered or the date of inspection and acceptance of the Goods by the LDB at the FOB Destination.
- 8.4 The LDB will pay the Supplier, net 30 days, after the date of completion of the Services to the satisfaction of the LDB.

9. TAX VERIFICATION LETTER

- 9.1 a) Tax Verification Letter" means a letter issued by the Province of British Columbia's Ministry of Finance verifying that the Supplier meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and
- b) "Valid" means that the Tax Verification Letter's period of validity, as indicated on the Tax Verification Letter, has not ended.
- 9.2 As a condition of entering into this Contract, the Supplier provided to the LDB a Valid Tax Verification Letter unless the value of the Contract, including renewal terms, is less than \$100,000.
- 9.3 Upon request by the LDB, the Supplier must provide the LDB with a new Valid Tax Verification Letter.

10. CANCELLATION OR MODIFICATION OF THE PURCHASE ORDER

- 10.1 The LDB reserves the right to cancel the Purchase Order, without prior notice to the Supplier, if:
- (a) the Goods are not delivered or the Services are not performed by the Delivery Date specified in the Purchase Order or any revised delivery date as agreed to by the LDB; or
 - (b) any express or implied term of the Terms is breached by the Supplier.
- 10.2 The LDB is not responsible for any costs (including a Supplier's cancellation charge, expenses or losses incurred by the Supplier) if any, as a result of the cancellation of the Purchase Order.
- 10.3 The LDB reserves the right to modify, cancel or terminate the Purchase Order without penalty for any reason, on thirty (30) days' written notice to the Supplier, or immediately upon non-performance by the Supplier.
- 10.4 If a Purchase Order is cancelled, the LDB is only responsible for payments due and owing for Goods received and accepted by it prior to the cancellation date.
- 10.5 Should the purchases under the Purchase Order include the provision of Services, then the LDB reserves the right to cancel or terminate the Purchase Order should the Supplier:
- (a) be adjudged bankrupt;
 - (b) makes a general assignment for its creditors or have a receiver or receiver/manager appointed to conduct its business affairs, or
 - (c) disregards any law or appropriate regulations and policies including, but not limited to, those of the LDB, WorkSafeBC and all other agencies having jurisdiction.

If such a Purchase Order is cancelled, the LDB is only responsible for payments due and owing for Services received and deemed to be satisfactory by the LDB prior to the cancellation date.

11. WAIVER OF LIABILITY AND INDEMNITY

- 11.1 The Supplier hereby waives and disclaims any right of action against the LDB for any liability, loss, cost and expense arising directly or indirectly from its supply of Goods and/or Services.
- 11.2 The Supplier indemnifies, and will protect and save harmless the LDB, its agents, employees, successors and assigns from any and all damage, liabilities and claims of whatsoever nature which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Supplier or any of the Supplier's agents, employees, officers, directors or subcontractors, in connection with providing the Goods and/or Services covered by the Purchase Order or incidental or ancillary hereto.

12. FORCE MAJEURE

- 12.1 If either party is prevented or delayed in performing any of its obligations under the Purchase Order by any cause reasonably beyond its control such as armed conflict, natural disasters, terrorism, strikes, or other severe events, that party shall be relieved of its obligations under the Purchase Order for so long as its performance is so prevented or delayed, and that party will not be liable for any loss caused by such failure or performance or delay.

13. WORKSAFE BC

- 13.1 The Supplier and any approved sub-contractor of the Supplier must be registered in good standing with WorkSafe BC and WorkSafe BC coverage must be maintained by the Supplier for the duration of the Purchase Order.

14. SUBCONTRACTORS

- 14.1 If the Supplier employs subcontractor(s) to perform Services or any other work required under the Purchase Order, Supplier is responsible for the performance of the subcontractor and will indemnify, defend and hold the LDB harmless in case of negligence, misconduct or other fault by the subcontractor. The LDB maintains the right to approve all subcontractors proposed for use by the Supplier. The Supplier may not mark up subcontractor fees and costs unless specifically provided for in the Purchase Order or otherwise agreed to by the LDB in advance and in writing.

15. GENERAL

- 15.1 The Supplier is an independent contractor and not an employee, employer, partner, participant in a joint venture, or agent of the LDB. Supplier has no authority to negotiate or enter into contracts on behalf of the LDB or otherwise act on behalf of or bind the LDB to any obligation.
- 15.2 The laws of British Columbia govern the Contract and the courts of British Columbia have jurisdiction over any disputes related to the Contract.

- 15.3 The Supplier must comply with all applicable laws in providing the Goods and /or Services and must obtain all permits and licenses as may be required.
- 15.4 Should there be any conflict between the terms specified on the Purchase Order and the terms of any Tender Document, the terms of the Purchase Order will take precedence.
- 15.5 If signatures are required on the Purchase Order or any other related document, same may be executed in two or more counterparts, each of which together are deemed an original, but all of which together constitute one and the same instrument. If a signature is delivered by facsimile transmission or using another electronic format agreed to by the parties, that signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if the facsimile or other electronic format were an original document.
- 15.6 If any provision in these Purchase Order Terms is determined to be invalid, illegal, or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from these Purchase Order Terms and all other provisions will remain in full force and effect provided that the economic or legal substance of these Purchase Order Terms is not affected in a material way. If necessary, the parties will negotiate in good faith to modify these Purchase Order Terms to reflect as closely as possible the parties' original intent.

End of Purchase Order Terms and Conditions

Appendix D



CERTIFICATE OF INSURANCE

Freedom of Information and Protection of Privacy Act
The personal information requested on this form is collected under the authority of and used for the purpose of administering the Financial Administration Act. Questions about the collection and use of this information can be directed to the Director, Client Services, Core Government and Crown at 250 356-8915, PO Box 9405 STN PROV GOVT, Victoria BC V8W 9V1.
Please refer all other questions to the contact named in Part 1.

Part 1 To be completed by the Province

THIS CERTIFICATE IS REQUESTED BY and ISSUED TO (Name of office) BC Liquor Distribution Branch		AGREEMENT IDENTIFICATION NO.	
PROVINCE'S CONTACT PERSON NAME & TITLE		PHONE NO.	
MAILING ADDRESS 2625 Rupert Street, Vancouver BC		FAX NO. (604) 252-3381	
CONTRACTOR NAME		POSTAL CODE V5M 3T5	
CONTRACTOR ADDRESS		POSTAL CODE	

Part 2 To be completed by the Insurance Agent or Broker

INSURED	NAME		
	ADDRESS		POSTAL CODE
OPERATIONS INSURED	PROVIDE DETAILS		
TYPE OF INSURANCE <i>List each separately</i>	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT

This certificate certifies that policies of insurance described herein are in full force and effective as of the date of this certificate and comply with the insurance requirements of the Agreement identified above, except as follows:

AGENT OR BROKER COMMENTS:

AGENCY OR BROKERAGE FIRM	ADDRESS	PHONE NO.
NAME OF AUTHORIZED AGENT OR BROKER (PRINT)	SIGNATURE OF AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S)	DATE SIGNED