

All enquiries related to this Competitive Order Process RFP, including any requests for information and clarification, are to be submitted by January 28, 2026 and directed, in writing, to procurement@bc-er.ca, who will respond if time permits. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all Proponents at the BCER's option.

RFP / COP# 24026001

Posted: ~January 19, 2026

Office Furniture Purchase and Installation Services

Closing Time: Proposal must be received electronically
before 2:00 PM Pacific Time on: **January 30, 2026**

Delivery of Proposals

Proposals must be submitted electronically.

To: <https://procurement.bc-er.ca/>

Only CSA Holders (as defined below) may submit a Quotation.

Organization Overview

The British Columbia Energy Regulator (BCER) oversees the full life cycle of energy resource activities in B.C., from site planning to final restoration. Our role includes the regulation of natural gas, oil, hydrogen, ammonia, methanol and renewable energy sources such as geothermal, solar and wind power.

Our authority is established by way of the Energy Resource Activities Act (ERAA) and additional legislation related to heritage conservation, roads, land and water use, forestry, and other natural resources. We work to ensure industry compliance with provincial legislation to protect public safety and the environment, support reconciliation with Indigenous peoples, conserve energy resources and foster a sound economy and social wellbeing.

Our employees work out of seven locations to ensure our presence near energy resource activities: Fort Nelson, Fort St. John, Dawson Creek, Terrace, Prince George, Kelowna and Victoria.

We acknowledge and respect the many First Nations, each with unique cultures, languages, legal traditions and relationships to the land and water, on whose territories the BCER's work spans.

SUMMARY OF THE COP PROCESS

All capitalized terms will have the meanings set out in section 1.1 Definitions, and any term not defined in this COP will have the meanings set out in the CSA OF.

The COP is a second stage procurement process under the CSA OF. Only CSA Holders are eligible to compete in the COP. The COP involves the issuance of this Competitive Order Process by a Purchaser to CSA Holders, the receipt of Quotations from the CSA Holders and an evaluation of price and such other criteria as may be set out in section 6 (Evaluation) of this Appendix B [Competitive Order Process]. The highest ranked CSA Holder under this COP will enter into an Order.

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1. COP PROCESS RULES

1.1 Definitions

Throughout this Competitive Order Process, the following definitions apply (and the singular is interchangeable with the plural):

“Addenda” means all additional information

regarding this COP including amendments to the COP;

“Associated Services” means those services set out in Part 1.2 of Appendix A [Goods and Associated Services] to the CSA OF, as further described in section 2.1 to this COP and Schedule 2 [Required Goods and Associated Services Form] of this COP;

“BCER” means British Columbia Energy Regulator;

“Category” means one of the Goods Categories described in Appendix A [Goods and Associated Services] of this RCSA.

“Closing Location” means the email address to which Quotations must be submitted as set out on the first page of this COP;

“Closing Time” means the closing time and date for this COP as set out on the first page of this COP;

“Competitive Order Process” or **“COP”** means the solicitation described in this document, including any attached or referenced appendices, linked documents, schedules, annexes, or exhibits and as may be modified in writing from time to time by the Purchaser by Addenda;

“CSA OF” means a Corporate Supply Arrangement – Open Framework agreement between the Province and a CSA Holder governing the CSA Holder’s participation in this COP;

“CSA Holder” means a respondent under the RCSA OF that has entered into a CSA OF with the Province and is eligible to participate in this COP;

“Goods” means the goods set out in a Quotation and as described in this COP and as further described in Appendix A [Goods and Associated Services] of the CSA OF;

“Order” means the contract resulting from the COP between the Purchaser and the successful CSA Holder on the terms and conditions set out in Appendix C [Order Terms and Conditions] of the CSA OF and which incorporates the Quotation of the successful CSA Holder;

“must” or **“mandatory”** means a requirement that must be met in order for a Quotation to receive consideration;

“Purchaser” means the Purchaser identified on the first page of this COP; and

“Quotation” means a written response to the COP that is submitted by a CSA Holder in substantially the same form as Schedule 1 [Quotation] to the COP and includes Schedule 2 [Required Goods and Associated Services Form].

1.2 Enquiries

Enquiries related to this COP, including any requests for information or clarification should be directed in writing to procurement@bc-er.ca, who will respond if time permits before the Closing Time. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and distributed to CSA Holders. The Purchaser may choose in its sole discretion not to respond, to respond in whole or in part, or to reformulate enquiries. Enquiries and any responses will be provided to all CSA Holders. Enquiries will be accepted up to two (2) business days prior to Closing Time.

1.3 Additional Information

All Addenda will be distributed by email to CSA Holders to the email address for the CSA Holder set out in section 13.2 of the CSA OF.

1.4 Acceptance of Terms and Conditions

Submitting a Quotation indicates acceptance of all the terms and conditions set out in the COP, including all appendices, Addenda and these COP process rules, and without limiting the foregoing further indicates acceptance of the Order terms set out in Appendix C [Order Terms and Conditions] to the CSA OF.

A Quotation must be signed by the CSA Holder or a person authorized to sign on behalf of the CSA Holder with the intent to bind the CSA Holder to the COP and to the statements and representations in the Quotation.

1.5 Submission of Quotations

- a) Quotations must be received before the Closing Time at the email address set out on the first page of the COP. The CSA Holder is solely responsible for ensuring that the Purchaser receives a complete Quotation, including all attachments or enclosures, if applicable, before the Closing Time.
- b) The maximum size of each attachment must be 20 MB or less. If the file size of an electronic submission exceeds the applicable maximum size, the CSA Holder may make multiple submissions to reduce attachment file size to be within the maximum applicable size.
- c) Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. CSA Holders submitting by electronic submission are solely responsible for ensuring that any attachments are not corrupted. The Purchaser may reject Quotations that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments.
- d) The Purchaser strongly encourages CSA Holders to submit Quotations with sufficient time to complete the upload and transmission of the complete Quotation and any attachments before Closing Time.
- e) The CSA Holder bears all risk associated with delivering its Quotation by email submission, including but not limited to delays in transmission between the CSA Holder's computer and that of the Purchaser.
- f) An alternate submission method may be made available, at the Purchaser's discretion, commencing one half hour before the Closing Time, and it is the CSA Holder's sole responsibility for ensuring that a complete Quotation (and all attachments) submitted using an approved alternate submission method is received by the Purchaser before the Closing Time. The Purchaser makes no guarantee that an alternative submission method will be available or that the method available will ensure that a CSA Holder's Quotation is received before Closing Time.

1.6 Late Quotations

Quotations will be marked with their receipt time at the Closing Location. Only Quotations received and marked before the Closing Time will be considered to have been received on time. Quotations received late will be marked late and not considered or evaluated. In case of a dispute, the Quotation receipt time as recorded by the Purchaser at the Closing Location will prevail whether accurate or not.

1.7 Changes to Quotations

By submitting a clear and detailed written notice to the Purchaser at the email address set out on the first page, the CSA Holder may amend or withdraw its Quotation before the Closing Time. The CSA Holder will not change any part of its Quotation after the Closing Time.

1.8 Quotation Irrevocability

Quotations will be open for acceptance and irrevocable for at least 90 days after the Closing Time.

1.9 Conflict of Interest/No Lobbying

- a) A CSA Holder may be disqualified if the CSA Holder's current or past corporate or other interests, or those of a subcontractor, may, in the Purchaser's opinion, give rise to an actual or potential conflict of interest in connection with the Goods or Associated Services described in the COP. This includes, but is not limited to, involvement by a CSA Holder in:
 - i. preparation of the COP;
 - ii. participating on the evaluation committee; or
 - iii. in the administration of the Order.

Similarly, this would include a relationship of the CSA Holder with any employee, contractor or representative of the Purchaser involved in any the activities in (i)-(iii).

If a CSA Holder is in doubt as to whether there might be a conflict of interest, the CSA Holder should consult with the Purchaser, in accordance with section 1.2, prior to submitting a Quotation. By submitting a Quotation, the CSA Holder represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the COP.

- b) A CSA Holder must not attempt to influence the outcome of the COP process by engaging in lobbying activities. Any attempt by the CSA Holder to communicate for this purpose directly or indirectly with any employee, contractor or representative of the Purchaser, including members of the evaluation committee and any elected officials of the Purchaser, or with the media, may result in disqualification of the CSA Holder.

1.10 Evaluation

Quotations will be assessed in accordance with the terms and conditions of the COP.

The Purchaser will be under no obligation to receive further information, whether written or oral, from any CSA Holder. The Purchaser is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a Quotation.

Quotations from not-for-profit agencies will be evaluated against the same criteria as those received from any other CSA Holders.

The Purchaser may consider and evaluate any Quotations from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar Quotation from a British Columbia supplier.

1.11 Tie Breaker

In the event that two or more CSA Holders propose the same lowest price, the Purchaser will enter the names of those CSA Holders into the electronic "List Randomizer" function of the website "random.org" found at <https://www.random.org/lists/> and select the button "randomize" once. The order returned will be used to rank those CSA Holders and the first ranked CSA Holder will be awarded the Order.

1.12 Order Finalization Delay

If an Order as described in this COP cannot be finalized to the satisfaction to the Purchaser within thirty days of notification of the successful CSA Holder, the Purchaser may, at its sole discretion at any time thereafter, terminate discussions with that CSA Holder and either commence finalization of an Order with the next lowest priced CSA Holder or choose to terminate the COP process and not enter into an Order with any of the CSA Holders.

1.13 Limitation of Liability and CSA Holder Expenses

By submitting a Quotation, the CSA Holder agrees on behalf of itself and its predecessors, successors, parent companies, subsidiary companies, affiliates, successors or assigns, that they will not make claims for and otherwise irrevocably waives any claims whatsoever (whether arising under contract law, tort law, administrative law or otherwise) and howsoever arising, including claims for compensation, costs, damages, expenses, losses, and loss of profits, relating to the COP or with respect to the COP competitive process, including claims for costs, expenses and loss of profits.

Notwithstanding the foregoing, nothing in this section shall limit the right of a CSA Holder to access and utilize the Bid Protest Mechanism established under the New West Partnership Trade Agreement.

CSA Holders are solely responsible for their own expenses in participating in the COP process, including costs in preparing a Quotation and for subsequent finalizations, if any, with the Purchaser.

1.14 COP Information Disclaimer

While the Purchaser has used considerable efforts to ensure information in the COP is accurate, the information contained in the COP is supplied solely as a guideline for CSA Holders. The information is not guaranteed or warranted to be accurate by the Purchaser, nor is it necessarily comprehensive or exhaustive. Nothing in the COP is intended to relieve CSA Holders from forming their own opinions and conclusions with respect to the matters addressed in the COP.

1.15 No Commitment

The COP is an invitation to CSA Holders to submit Quotations offering to provide the Goods and Associated Services, if any. The COP should not be construed as an agreement to purchase the Goods or Associated Services described in the COP. A COP does not commit the Purchaser to purchase any Goods from any CSA Holder or engage any CSA Holder for the Associated Services described in the COP, and a COP may be withdrawn or otherwise cancelled at any time. The lowest priced or any Quotation will not necessarily be accepted. The COP does not commit the Purchaser in any way to award an Order.

1.16 Legal Entities

The Purchaser reserves the right in its sole discretion to:

- a) disqualify a Quotation if the Purchaser is not satisfied that the CSA Holder is clearly identified;
- b) not to enter into an Order with a CSA Holder that submitted a Quotation if that CSA Holder cannot satisfy the Purchaser that it is the same legal entity named in a CSA OF; and
- c) require security screenings for a CSA Holder who is a natural person, subcontractors and key personnel before entering into an Order and decline to enter into an Order with a CSA Holder or to approve a subcontractor or key personnel that fail to pass the security screenings to the Purchaser's satisfaction.

1.17 Reservation of Rights

In addition to any other reservation of rights set out in the COP, the Purchaser reserves the right, in its sole discretion:

- a) to modify the terms of the COP at any time prior to the Closing Time, including the right to cancel the COP at any time prior to entering into an Order with a CSA Holder;
- b) in accordance with the terms of the COP, to accept the Quotation or Quotations that it deems most advantageous to itself;
- c) to waive any non-material irregularity, defect or deficiency in a Quotation;
- d) to request clarification(s) from a CSA Holder with respect to its Quotation, including clarification(s) with respect to its Quotation on non-material administrative matters (i.e. a matter that is not scored) or where Quotation provisions are ambiguous, without any obligation to make such a request to any other CSA Holders, and consider such clarification(s) in evaluating the Quotation;
- e) to reject any Quotation due to unsatisfactory past performance under contracts with the Purchaser, or any material error, omission or misrepresentation in the Quotation;
- f) at any time, to reject any or all Quotations;
- g) at any time, to terminate the competition without award and obtain the Goods and Associated Services described in the COP by other means (including, a future solicitation) or do nothing; and
- h) to exclude a CSA Holder from participation in the COP, at any point in the COP process, where there is supporting evidence, on grounds of CSA Holder:
 1. bankruptcy;
 2. false declarations;
 3. significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts with the Purchaser, including an Order;
 4. final judgments in respect of serious crimes or other serious offences;
 5. professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the CSA Holder;

6. engaging in conduct prohibited by the *Competition Act* such as bid rigging as described in section 47 of the *Competition Act*, or engaging in conspiracies, agreements or arrangements between competitors as described in section 45 of the *Competition Act*; or
7. failure to pay taxes.

1.18 Order

By submitting a Quotation, a CSA Holder is submitting an irrevocable offer to supply the Goods and Associated Services in accordance with the Order, which offer will remain open to the Purchaser for acceptance for 90 days after the Closing Time. By submitting a Quotation, the CSA Holder agrees that should its Quotation be successful, the CSA Holder will have entered into an Order with the Purchaser on the Order terms and conditions attached as Appendix C [Order Terms and Conditions] to the CSA OF.

The creation of an Order for Goods and Associated Services occurs when the Purchaser countersigns and returns the Quotation to the successful CSA Holder. No CSA Holder will acquire any legal or equitable rights or privileges relative to providing the Goods and/or Associated Services until both the Purchaser and CSA Holder have signed the Quotation.

1.19 No Counter Offers

CSA Holders should avoid adding content or text to their Quotations that means, or could be construed to mean, that the CSA Holder does not accept the terms set out in Appendix C [Order Terms and Conditions] to the CSA OF (or any associated content, schedules, annexes etc.).

If a Quotation contains content or text that means, or could be construed to mean, that the CSA Holder does not accept the terms set out in Appendix C [Order Terms and Conditions] to the CSA OF (or any associated content, schedules, etc.), such Quotation content or text may result in the Quotation being noncompliant and being eliminated from the COP process.

CSA Holders should carefully review the entire COP.

1.20 Debriefing

At the conclusion of the COP process, all CSA Holders that submitted a Quotation will be notified. If the COP process resulted in an Order, any CSA Holders who submitted a Quotation may request a debriefing meeting with the Purchaser. At the option of the Purchaser, any debriefing meeting will be held by telephone conference or in person meeting.

1.21 No Implied Approvals

Neither acceptance of a Quotation nor providing notice to a CSA Holder that it is the successful CSA Holder will constitute approval of any activity or development contemplated in any Quotation that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

1.22 Ownership of Quotations

All Quotations and other records submitted to the Purchaser in relation to the COP become the property of the Purchaser and, subject to the provisions of the Freedom of Information and Protection of Privacy Act and the COP, will be held in confidence.

1.23 Copyright

This document is subject to copyright and may be used, reproduced, modified and distributed to the extent necessary for the CSA Holder to prepare and submit a Quotation.

1.24 Confidentiality Agreement

The CSA Holder acknowledges that prior to the Closing Time it may be required to enter into a confidentiality agreement with the Purchaser in order to obtain access to confidential materials relevant to preparing a Quotation.

1.25 Collection and Use of Personal Information

CSA Holders are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If the COP requires CSA Holders to provide the Purchaser with personal information of employees who have been included as resources in response to the COP, CSA Holders will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the Purchaser. Such written consents should specify that the personal information may be forwarded to the Purchaser for the purposes of responding to the COP and used by the Purchaser for the purposes set out in the COP. The Purchaser may, at any time, request the original consents or copies of the original consents from CSA Holders, and upon such request being made, CSA Holders will immediately supply such originals or copies to the Purchaser.

1.26 Trade Agreements

This COP is covered by the following trade agreements

- a) Canadian Free Trade Agreement;
- b) New West Partnership Trade Agreement;

B. Requirements and Responses

Summary of the Requirement

The BCER is seeking proposals for the supply, delivery, and installation of office furniture to outfit approximately 2,111 sq. ft. of workspace at a new office space in Terrace BC. The intent is to create a functional, flexible, and modern environment that supports hybrid work and varied workstyles.

The Goods and Associated Services required by the Purchaser are described below under the Scope of Services.

The CSA Holder should carefully review the terms and conditions of the CSA OF. In accordance with section 1.18 of the COP, by submitting a Quotation, the CSA Holder agrees that should its Quotation be successful, the CSA Holder will enter into an Order with the Purchaser on the Order terms and conditions set out in Appendix C [Order Terms and Conditions] of the CSA OF.

Anticipated Schedule

The following table outlines the anticipated schedule for this COP / RFP. All times identified in the table are in Pacific Time.

Event	Anticipated Date
Enquiries deadline	January 28, 2026
Request closing time	January 30, 2026 at 2:00PM PST
Review, interviews, and reference checks as required	February 2-6, 2026
Preferred Proponent selected by	February 9, 2026
Commencement of work	February 2026

BCER Situation/Overview

The BCER regulates the full life cycle of energy resource activities in B.C., from site planning to restoration. We ensure activities are undertaken in a manner that protects public safety, safeguards the environment, supports meaningful reconciliation, and advances the public interest and contributes to B.C.'s economy. The BCER's current legislated mandate, regulatory framework, core activities and organizational structure are described in the [2023/24 - 2025/26 Service Plan \(PDF\)](#) available on the BCER's website at www.bc-er.ca.

BCER Responsibility

The BCER mission is as follows:

We regulate the life cycle of energy resource activities in B.C. from site planning to restoration, ensuring activities are undertaken in a manner that:

- Protects public safety
- Safeguards the environment
- Supports meaningful reconciliation
- Advances the public interest and contributes to B.C.'s economy

Requirements

Scope of Services

The Contractor will provide the necessary equipment, delivery and installation services to furnish the following planned workspaces:

1. **Private Offices (5 total)**
 - Height-adjustable worksurfaces (electric preferred).
 - Standard storage components appropriate for managerial or confidential work (e.g., drawer units, shelving, or cabinets).
 - Ergonomic seating.
2. **Meeting Room (1 total)**
 - Flexible flip-top tables that allow for a range of room configurations.
 - Meeting-appropriate seating.
 - Optional credenza or modest storage if recommended.
3. **Collaboration Space (potential, 1 area)**
 - Flexible, modular furniture to support informal meetings and small-group work.
 - Consideration for mobile or reconfigurable elements.
4. **Touchdown Workstations (4–6 total)**
 - Compact workstations with height-adjustable worksurfaces.
 - Basic task seating.
 - Minimal personal storage, aligned with a hybrid/shared-use model.
5. **Lobby / Reception Seating Area (1 total)**
 - Guest-appropriate seating (e.g., lounge chairs or small sofa).
 - Side table or small surface for visitors.
6. **Lockers (up to 10 units)**
 - Personal storage lockers for hybrid staff.
 - Durable construction with secure locking mechanisms.
 - Integrated into the overall space plan.



General Requirements

- All worksurfaces must be height adjustable (electric or equivalent solution).
- Furniture must meet applicable ergonomic, safety, and accessibility standards for an office environment.
- It is expected that the selected vendor will coordinate any storage, delivery, installation and assembly.

Format Requirements

The following format, sequence, and instructions must be followed to provide consistency in Proponent response and ensure each proposal receives full consideration. With all pages consecutively numbered, the proposals should contain the following parts:

- a) Table of contents with page numbers.
- b) Executive summary / Company Overview.
- c) The body of the proposal in accordance with the above content requirements, to a maximum length of 15 pages.

Pricing:

CSA Holders take note of the following pricing-related rules and requirements:

- a) CSA Holder pricing quoted will be taken to mean and deemed to be:
 - i. in Canadian dollars;
 - ii. inclusive of all duties and tariffs that may be incurred with respect to delivering the Goods and, if applicable, Associated Services to the Delivery Location set out in Schedule 2 – Required Goods and Associated of the COP;
 - iii. exclusive of any applicable taxes; and
 - iv. firm for the entire Order period.
- b) In addition, the following rules apply to pricing bid by CSA Holders:
 - i. all pricing quoted is required to be unconditional and unqualified. If any pricing quoted does not meet this requirement, the CSA Holder's Quotation may be rejected resulting in the CSA Holder being eliminated from this competition.
 - ii. failure to provide pricing where required by this Quotation will result in the CSA Holder's Quotation being rejected resulting in the CSA Holder being eliminated from this competition.
 - iii. unit rates should not be expressed as a range. If unit rates are called for by Quotation, then if any unit rate is expressed as a range of unit rates, then and in that event the Purchaser will take the lowest numerical value in the range for purposes of evaluation and any resulting Order.
 - iv. hourly rates should not be expressed as a range. If hourly rates are called for by Quotation, then if any unit rate is expressed as a range of unit rates, then and in that event the Purchaser will take the lowest numerical value in the range for purposes of evaluation and any resulting Order.
 - v. a fixed fee should not be expressed as a range. If the Quotation calls for a fixed fee to bid and the fixed fee is expressed as a range, then and in that event the Purchaser will take the lowest numerical value in the range for purposes of evaluation and any resulting Order.

- vi. entering the numerical figure of “\$0”, “\$zero”, or the like in response to a call for a specific dollar amount will result in the CSA Holder’s Quotation being rejected resulting in the CSA Holder being eliminated from the competition.
- vii. If the sum total of pricing for the Goods and, if applicable, the Associated Services is being evaluated, so long as all of the required pricing components for the Goods and, if applicable, Associated Services are proposed, if the Proponent has made a mathematical error in adding up the sum total of the required pricing components, or fails to include a sum total, then and in that event the Province will compute and take the mathematically correct sum total of the pricing components for purposes of evaluation and contracting

Pricing will be evaluated based on the total price proposed for all Goods and, if applicable, Associated Services in accordance with the following formula:

CSA Holders will be ranked and points awarded as follows:

$$\frac{\text{Lowest Total Price of all Quotations}}{\text{This Quotation's Total Price}} \times \text{Points allocated to Total Price}$$

Content Requirements

Responses should be succinct and should focus on specific goods, services and deliverables being proposed – please be considerate of the time it will take to review the submission.

In order to expedite a fair and unbiased proposal review process, the BCER’s preference is for all proposals to use the following outline:

- Proponents must provide space planning support, finish options, and product specifications as part of their submission.
- Delivery, installation, and removal of packaging must be included.
- Quotations must be in Canadian Dollars (CAD) and include an all inclusive price for all goods and services with a clear breakout of proposed costs.
- Warranty information and service commitments must be clearly stated.

Evaluation of Proponent Response

The evaluation of responses will be conducted by a team consisting of employees and/or contractors of the BCER. All members of the team will be bound by the same standards of confidentiality.

This section details the mandatory and desirable criteria against which proposals will be evaluated. Proponents should ensure that they fully respond to all criteria in order to receive full consideration during the evaluation.

The lowest priced proposal will not necessarily be accepted. The BCER reserves the right to refuse any proposal based on quality, service, price, reputation, experience and other criteria.

The Preferred Proponent will be the Proponent scoring the most points after evaluation. The evaluation process will consist of the following stages:

- Stage One – Mandatory Criteria
- Stage Two – Desirable Criteria

Mandatory Criteria

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process:

- **The Proposal must be received before the designated closing date and time.**
- **The Proposal must be in English and submitted electronically to <https://procurement.bc-er.ca/>**
- **The Proponent must confirm that any personal information received, collected or held over the course of the review will be stored and used only in Canada.**
- **The Proposal must contain an independence and objectivity statement confirming the Proponent is free of any actual or perceived conflict of interest and free of bias with respect to the BCER, its officers and employees.**

Failure to meet all mandatory criteria above will disqualify the Proponent's Proposal from further review. If you have issues uploading to the procurement portal contact procurement@bc-er.ca before the deadline.

Desirable Criteria

The BCER seeks to enter into an agreement with the Proponent who, in the opinion of the BCER, has the resources with the knowledge and competence to provide the greatest value. Proposals meeting all of the mandatory criteria will be further assessed against the desirable criteria.

Desirable Criteria	Weight
Proponent's Qualifications / Relevant Experience	20%
Proposed Goods	20%
Proposed Service Approach and Resource Availability	20%
Pricing <ul style="list-style-type: none"> • Total price, hourly rates, value add 	40%

Informational Interviews

The top ranking (to a maximum of three) Proponents may be asked to attend an interview with the evaluation team. During the interview, the evaluation committee may clarify and/or verify statements made in the written Response.

The requirement for interviews is optional. The BCER reserves the right to complete the evaluation process without Proponent interviews.

Interview Criteria	Weight
Understanding of the requirements.	30%
Understanding of the BCER's environment and requirements.	15%
Proposed solution.	40%
Project delivery approach.	15%

The highest scoring Proponent (Preferred Proponent) will be selected by adding the scores from the desirable criteria and the interview.

APPENDIX C – ORDER TERMS AND CONDITIONS

The following terms and conditions will apply to each Order formed in accordance with the provisions of the CSA OF and the applicable COP.

1. Definitions. In this Order the following definitions apply:

- (a) “Acceptance” is defined section 6;
- (b) “Associated Services” means any one or more of those services set out in Part 1.2 of Appendix A [Goods and Associated Services] to the CSA OF, as further described in section 2.1 to the COP and Schedule 2 [Required Goods and Associated Services Form] of the COP;
- (c) “Competitive Order Process” or “COP” means the second stage competitive solicitation process, and includes any amendments, issued by the Purchaser to the CSA Holders by which a CSA Holder is selected by the Purchaser to enter into an Order;
- (d) “Contractor” means the CSA Holder with the successful Quotation to the COP who enters into an Order with the Purchaser;
- (e) “CSA Holder” means a respondent under the RCSA that has entered into a CSA OF with the Province and is eligible to participate in the COP;
- (f) “Delivery Date” means the date of delivery for Goods specified in the Quotation;
- (g) “Delivery Location” means the location identified by Purchaser in the Quotation to which the Contractor is to deliver Goods, or such other delivery area or point which is specified in writing by Purchaser;
- (h) “Goods” means the goods described in Appendix A [Goods and Associated Services] of the CSA OF and as further set out by the Purchaser in the COP and the Quotation that are required to be delivered by the Contractor pursuant to an Order, and include all materials, component parts, documentation, packaging and labelling of such goods, if applicable.
- (i) “Goods Retrieval Timeframe” means the date, as specified in a Quotation, that the Goods are to be retrieved from the Third-Party Storage Facility.
- (j) “The Initial Delivery Date” means the date specified in Quotation where the Contractor is to deliver Goods to a Third-Party Storage Facility.
- (k) “Inspection Period” is defined in section 6;
- (l) “Intellectual Property Rights” means all intellectual and industrial property rights and rights of a similar nature including all rights in and to, patents including all issued patents and pending applications therefore and patents which may be issued therefrom (including divisions, reissues, re-examinations, continuations and continuations-in-part); trade-marks; copyrights; industrial design rights; rights pertaining to trade secrets and confidential information; publicity rights; personality rights; moral rights; and other intellectual property rights whether registered or not and all applications, registrations, renewals and extensions pertaining to the foregoing;
- (m) “Order” means this contract resulting from the COP between the Purchaser and the successful CSA Holder on the terms and conditions set out in this Appendix C [Order Terms and Conditions] of the CSA OF and incorporates the Quotation of the successful CSA Holder and, for greater certainty, includes Schedule 2 [Required Goods and Associated Services Form] of the COP;
- (n) “Ministry” means any ministry or agency of the government of British Columbia;

- (o) “Public Sector Entity” means a government organization, local public body or participating jurisdiction, each as defined in the *Procurement Services Act* and includes a person, other than the government, a government organization, a local public body or a participating jurisdiction, provided the requirements set out in section 2(2) of the *Procurement Services Act* have been met, that has entered into an Access Agreement with the Province and appears on the Province’s list of eligible Purchasers;
 - (p) “Purchaser” means the Ministry or Public Sector Entity identified on the COP as the Purchaser and which is a party to this Order.
 - (q) “Purchaser Indemnified Parties” is defined in section 20.
 - (r) “Quotation” means a written response to the COP that is submitted by a CSA Holder in substantially the same form as Schedule 1 to the COP;
 - (s) “Secondary Delivery Date” means the date, specified in a Quotation, that the Contractor is to retrieve the Goods from the Third-Party Storage Facility and deliver the Goods to the Purchaser.
 - (t) “Specifications” means the specifications incorporated in a COP and/or Quotation, includes any preferred specifications that were set out in a COP and Quotation (including in Schedule 2 [Required Goods and Associated Services Form] to the COP) and which a Contractor indicated it could provide in its Quotation, and includes any options selected by a Purchaser in accordance with section 3 of this Order.
 - (u) “Third Party Storage Facility” means a storage facility, located at an address specified in a Quotation, that is not owned or operated by the Purchaser or Contractor.
 - (v) “Warranty Period” means the warranty period for a particular Good(s) set out in Schedule 2 [Required Goods and Services] which commences on the date of Acceptance of such Good(s).
- 2. Order.** The Order consists only of: (a) these Order terms and conditions, including the Specifications; (b) the requirements set out by the Purchaser in the Quotation; (c) the pricing as proposed by the Contractor in the Quotation; and (d) other documents expressly referenced in the Quotation to the extent they are not in conflict with, but contemplated by the COP requirements. The Purchaser’s acceptance of, or payment for, the Goods and Associated Services will not constitute Purchaser’s acceptance of any additional or different terms in any Quotation, unless otherwise accepted in writing by the Purchaser. If there is any conflict or inconsistency between the documents constituting this Order, then unless otherwise expressly provided, the documents will rank in the order of precedence in accordance with the order in which they are listed in this section 2.
- 3. Goods Options.** Within two days this Order being formed in accordance with section 1.18 of the COP, the Contractor will provide the Purchaser written notice of available options , if any, for the Goods where such options will not impact the price of the Goods from that proposed by the Contractor in its Quotation. The Purchaser will provide written notice of its selected options within 2 days of being provided the available options by the Contractor, and the selected options shall form part of the Specifications.
- 4. Delivery of Goods and Associated Services.**
- a. The Contractor agrees to supply and deliver the Goods to the Purchaser and to perform the Associated Services, as applicable, on the terms set out in this Order.
 - b. Subject to subsection (c) below, the Contractor shall, at its own expense, pack, load, and deliver Goods to the Delivery Location by the Delivery Date set out in a Quotation. No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges unless provided for in the applicable COP or otherwise agreed to in writing by Purchaser.

- c. In the case where a Quotation requires goods to be delivered to a Third Party Storage Facility, the Contractor shall, at its own expense and in accordance with the Quotation, pack load and do as follows:
 - (i) deliver the Goods to the Third-Party Storage Facility by the Initial Delivery Date;
 - (ii) retrieve the Goods from the Third-Party Storage Facility within the Goods Retrieval Timeframe; and
 - (iii) deliver the Goods to the Delivery Location by no later than the Secondary Delivery Date.
 - d. Time is of the essence with respect to delivery of the Goods and performance of Services, if any. Contractor must immediately notify Buyer in writing if Contractor is likely to be unable to meet a Delivery Date. If the Goods have not been delivered to the Delivery Location by the Delivery Date or if Contractor has provided notice to Buyer that the Goods will not be delivered to the Delivery Location by the Delivery Date, then Buyer may, upon written notice Contractor:
 - (i) accept this revised Delivery Date; or
 - (ii) cancel the Delivery Notice at Contractor's expense and risk of loss and obtain a full refund of all amounts paid by Buyer to Contractor for Goods that have failed to be delivered by the originally specified Delivery Date or for which the Contractor has provided notice will not be delivered by the Delivery Date.
- Buyer is not responsible for costs (including Contractor's cancellation charge, delivery costs (including return delivery costs) expenses or losses incurred by Contractor) if any, as a result of the cancellation of a contract for failing to deliver the Goods to the Delivery Location by the Delivery Date.
- e. Subject to section 5, title and risk of loss or damage shall pass to the Purchaser upon receipt of Goods at the Delivery Location, unless otherwise agreed to by the Purchaser in writing. The Purchaser has no obligation to obtain insurance while Goods are in transit from the Contractor to the Delivery Location.
 - f. The Contractor shall follow all instructions of the Purchaser and cooperate with the Purchaser's customs broker as directed by the Purchaser (including by providing requested shipping documentation) with respect to all Goods that originate from sources or suppliers based outside Canada. The Contractor shall comply with all the requirements of the Canada Border Services Agency (or any successor organization) with respect to the importation of Goods from outside Canada.

5. Storage of Goods

5.1 Storage

The Contractor shall, if indicated in a Quotation, store the Goods specified in a Quotation at its facilities for the Purchaser. The Contractor shall provide the Purchaser the address of the storage facility for the Goods and shall not relocate the Goods without prior written approval of the Purchaser.

5.2 Title Transfer of Stored Goods for Province Purchasers

- a. If the Purchaser is the Province, in cases where the Order requires the Contractor to store the Goods, transfer of title of the Goods to the Province shall occur upon the Province's Qualified Receiver (as defined in the Province's Core Policy and Procedures Manual and adopted herein) having completed the steps assigned to the Qualified Receiver set out in c. 4.3.2 of the Province's Core Policy and Procedures Manual (as may be updated from time to time) including verifying:

- i. the total quantity for all types of Goods set out in Schedule 1 is present at the Contractor's facility, and
 - ii. the Goods meet the Specifications,
- b. Despite the foregoing, this section shall not limit the Purchaser's rights under section 6.
- c. The Contractor agrees to allow the Purchaser's Qualified Receiver to conduct those activities described in 4.2(a) at the Contractor's storage facilities on Business Days during the hours of 8:30am – 4:30pm.

5.3 Title Transfer of Stored Goods for Public Sector Entity Purchasers

- a. If the Purchaser is a Public Sector Entity, in cases where the Order requires the Contractor to store the Goods, transfer of title to the Purchaser shall occur upon the Purchaser verifying:
 - i. the total quantity for all types of Goods set out in Schedule 1 is present at the Contractor's facility; and
 - ii. the Goods meet the Specifications

Despite the foregoing, this section shall not limit the Purchaser's rights under section 6.

- b. The Contractor agrees to allow the Purchaser to conduct those activities described in 4.3(a) at the Contractor's facilities on Business Days during the hours of 8:30am – 4:30pm.

5.4 Safekeeping and Transportation of Stored Goods.

Notwithstanding transfer of title of the Goods in accordance with sections 5.2 or 5.3, at no cost to the Purchaser, the Contractor shall take the precautions consistent with those of a reasonably prudent contractor to prevent theft of the Goods, prevent damage of the Goods, protect the Goods from weather elements, and prevent any other loss or damage to the Goods while the Purchaser's Goods are in storage or in transport.

6. Inspection; Acceptance and Rejection.

- a. All shipments of Goods (regardless of whether such Goods were stored and performance of Associated Services, if applicable, shall be subject to the Purchaser's right of inspection. The Purchaser shall have **sixty (60) calendar days** (the "**Inspection Period**") following the delivery of the Goods at the Delivery Location or performance of the Associated Services, if applicable, to undertake such inspection, and upon such inspection the Purchaser shall either accept the Goods or Associated Services ("**Acceptance**") or reject them. The Purchaser shall have the right to reject any Goods that are:
 - i. Delivered in excess of the quantity ordered;
 - ii. Damaged or defective;
 - iii. Counterfeit;
 - iv. Short of the quantity ordered; are
 - v. Not in conformance with the requirements set out in Appendix A [Goods and Associated Services] to the CSA OF, the COP, or the Quotation including Schedule 2 [Required Goods and Associated Services Form] of the COP.

- b. Transfer of title to the Purchaser of Goods shall not constitute the Purchaser's Acceptance of those Goods. The Purchaser shall provide the Contractor within the Inspection Period notice of any Goods or Associated Services that are rejected, together with the reasons for such rejection. If the Purchaser does not provide the Contractor with any notice of rejection within the Inspection Period, then the Purchaser will be deemed to have provided Acceptance of such Goods or Associated Services. The Purchaser's inspection, testing, or Acceptance or use of the Goods or Associated Services hereunder shall not limit or otherwise affect the Contractor's warranty obligations hereunder with respect to the Goods or Associated Services, and such warranties shall survive inspection, test, Acceptance and use of the Goods or Associated Services.
 - c. The Purchaser shall be entitled to return rejected Goods to the Contractor at Contractor's expense and risk of loss for, at the Purchaser's option, either: (i) full credit or refund of all amounts paid by the Purchaser to the Contractor for the rejected Goods; or (ii) replacement Goods to be received within the time period specified by the Purchaser. Title to rejected Goods that are returned to the Contractor shall transfer to the Contractor upon such delivery and such Goods shall not be replaced by the Contractor except upon written instructions from the Purchaser. The Contractor shall not deliver Goods that were previously rejected on grounds of non-compliance with this Order unless delivery of such Goods is approved in writing by the Purchaser in advance.
 - d. Notwithstanding the Purchaser having received possession of the Goods and without limiting the Purchaser's rights in this section 6 the following applies:
 - i. In cases where the Purchaser is the Province, the Purchaser will not have accepted the Goods until the Purchaser's Qualified Receiver (as defined in the Purchaser's Core Policy and Procedures Manual) has completed the steps assigned to the Qualified Receiver set out in c. 4.3.2 of the [Purchaser's Core Policy and Procedures Manual](#) at the Delivery Location; or
 - ii. In cases where the Purchaser is a Public Sector Entity, the Purchaser will not have accepted the Goods until the Purchaser has verified, at the Delivery Location, the complete Quantity of Goods has been delivered to the Delivery Location and that such Goods meet the Specifications and Preferences,
 - e. In addition to the foregoing provisions of this section 6, the Purchaser may, upon written notice to the Contractor, cancel or change the Order to reflect any of the circumstances set out in this section 6.
- 7. Price/Payment Terms.** Prices for the Goods and Associated Services, if any, will be set out in the applicable Order as incorporated through the Quotation. Price increases or charges not expressly set out in the Order shall not be effective unless agreed to in advance in writing by Purchaser. The Contractor will issue all invoices on a timely basis. In order to obtain payment, all invoices delivered by the Contractor must meet the Purchaser's requirements, and at a minimum shall reference:
- a. the Contractor's legal name and address;
 - b. the date of the invoice;
 - c. the quantity and price of Goods delivered and for which payment is sought;
 - d. a statement of any credits or deposit amounts to the Purchaser's account which the Purchaser may apply or which may have been applied if previously agreed by the parties to offset amounts owing by the Purchaser in respect of the Goods under the invoice;
 - e. the Contractor's calculation of all applicable taxes payable by the Purchaser in relation to the Goods;
 - f. a reference to the CSA OF, CSA OF # and the Order Number;
 - g. an invoice number for identification; and

- h. any other billing information reasonably requested by the Purchaser.

The total price proposed in the Quotation is the maximum amount which the Purchaser is obliged to pay to the Contractor for fees and expenses under this Order (exclusive of any applicable taxes). The Purchaser will pay the undisputed portion of properly rendered invoices sixty (60) calendar days from the invoice date. The Purchaser shall have the right to withhold payment of any invoiced amounts that are disputed in good faith until the parties reach an agreement with respect to such disputed amounts and such withholding of disputed amounts shall not be deemed a breach of this Order nor shall any interest be charged on such amounts. Notwithstanding the foregoing, the Purchaser agrees to pay the balance of the undisputed amounts on any invoice that is the subject of any dispute within the time periods specified herein. If applicable, the Purchaser's obligation to pay money to the Contractor is subject to the *Financial Administration Act* [RSBC 1996] CHAPTER 138, which makes that obligation subject to an appropriation being available in the fiscal year of the Purchaser during which payment becomes due. Unless otherwise specified in this Order, all references to money or price are to Canadian dollars.

- 8. Taxes.** Unless otherwise stated in an Order, all prices or other payments stated in the Order are exclusive of any taxes. The Contractor shall separately itemize all applicable taxes on each invoice and indicate on each invoice its applicable tax registration number(s). Purchaser will pay all applicable taxes to the Contractor when the applicable invoice is due. The Contractor will remit all applicable taxes to the applicable government authority as required by applicable laws. Contractor will remit all applicable taxes to the applicable government authority as required by applicable laws. Notwithstanding any other provision of this Contract, the Purchaser may withhold from all amounts payable to the Contractor all applicable withholding taxes and to remit those taxes to the applicable governmental authorities as required by applicable laws. The Contractor must:
- a. apply for, and use reasonable efforts to obtain, any available refund, credit, rebate, or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Order that the Purchaser has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Order; and
 - b. immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Purchaser.
- 9. Hazardous Materials.** The Contractor agrees to provide, upon and as requested by the Purchaser, to satisfy any applicable laws governing the use of any hazardous substances either of the following: (a) all reasonably necessary documentation to verify the material composition, on a substance by substance basis, including quantity used of each substance, of any Goods, and/or of any process used to make, assemble, use, maintain or repair any Goods; or (b) all reasonably necessary documentation to verify that any Goods and/or any process used to make, assemble, use, maintain or repair any Goods, do not contain, and the Associated Services do not require the use of, any particular hazardous substances specified by the Purchaser.
- 10. Legal Compliance.** In the performance of the Contractor's obligations under this Order, the Contractor shall at all times comply with all applicable laws and rules including federal, state and/or provincial, and municipal laws, and regulations as well as all provincial policies, standards, and codes (including as they may be updated from time to time). Without limiting the generality of the foregoing, the Contractor must comply with, and must ensure that any subcontractors comply with, the *Criminal Records Review Act* in British Columbia and all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Order, or any other regulation or order issued by the Ministry of Health.

The Contractor shall obtain all applicable permits, licences, exemptions, consents, and approvals required for the Contractor to manufacture (if applicable); obtain and deliver the Goods and perform the Associated Services.

11. Warranties.

- a. **Goods Warranties.** The Contractor warrants to the Purchaser that during the Warranty Period all Goods provided hereunder shall be: (i) of merchantable quality; (ii) fit for the purposes intended; (iii) unless otherwise agreed to by the Purchaser, new; (iv) free from defects in design, material and workmanship; (v) in strict compliance with the requirements, standards, and/or certifications set out in Appendix A [Goods and Associated Services] to the CSA OF, the COP and the Quotation; (vi) free from any liens or encumbrances on title whatsoever; (vii) in conformance with any samples provided to the Purchaser; and (viii) compliant with all applicable laws and rules, including federal, state and/or provincial, and municipal laws, regulations, standards, and codes.
- b. **Associated Service Warranties.** The Contractor shall perform all Associated Services: (i) exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced service provider providing services under the same or similar circumstances as the Associated Services under this Order; (ii) in accordance with the Purchaser policies, guidelines, by-laws and codes of conduct applicable to the Contractor; and (iii) using only personnel with the skills, training, expertise, and qualifications necessary to carry out the Associated Services. The Purchaser may object to any of the Contractor's personnel or any subcontractor(s) engaged in the performance of Associated Services who, in the reasonable opinion of the Purchaser, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent, and the Contractor shall promptly remove such personnel or subcontractor(s) from the performance of any Associated Services upon receipt of such notice, and shall not re-employ the removed person or subcontract the removed subcontractor(s) in connection with the Associated Services without the prior written consent of the Purchaser.
- c. **Intellectual Property Warranty.** The Contractor further warrants to the Purchaser that at all times all Goods and/or Associated Services will not be in violation of or infringe any Intellectual Property Rights of any person.
- d. **Manufacturer Warranties.** The Contractor shall assign to the Purchaser all manufacturer's warranties for Goods, whether or not manufactured by or for the Contractor, and, if the Contractor is not the manufacturer, shall take all necessary steps as required by such third-party manufacturers to effect assignment of such warranties to the Purchaser.

12. Warranty Remedies.

- a. In the event of breach of any of the warranties in section 11 (a) or 11 (b), and without prejudice to any other right or remedy available to the Purchaser (including the Purchaser's indemnification rights hereunder), the Contractor will, at the Purchaser's option and the Contractor's expense, refund the purchase price for, or correct or replace the affected Goods, or re-perform the affected Associated Services, within 10 calendar day(s) after written notice by the Purchaser to the Contractor of warranty breach. All associated costs, including costs of re-performance, costs to inspect the Goods and /or Associated Services, transport the Goods from the Purchaser to the Contractor, and return shipment to the Purchaser, and costs resulting from supply chain interruptions, will be borne by the Contractor. If Goods are corrected or replaced or Associated Services are re-performed, the warranties in section 11(a) and 11(b) will continue as to the corrected or replaced Goods for a further Goods Warranty Period commencing on the date of Acceptance of the corrected or replaced Goods by Purchaser. If the Contractor fails to repair or replace the Goods within the time periods required above, the Purchaser may repair or replace the Goods at the Contractor's expense.

- b. In the event that any Goods provided by the Contractor to the Purchaser are subject to a claim or allegation of infringement of Intellectual Property Rights of a third party, the Contractor shall, at its own option and expense, without prejudice to any other right or remedy of the Purchaser (including the Purchaser's indemnification rights hereunder), promptly provide the Purchaser with a commercially reasonable alternative, including the procurement for the Purchaser of the right to continue using the Goods in question, the replacement of such Goods with a non-infringing alternative satisfactory to the Purchaser, or the modification of such Goods (without affecting functionality) to render them non-infringing.

13. ISO Certification or Compliance. Where the Quotation requires the Contractor to be, at the time of Quotation, either ISO 14001 certified or compliant, and/or ISO 9001 certified or compliant, the Contractor agrees to maintain such certification and/or compliance until it delivers all Goods and, if applicable, performs all Associated Services.

14. Clear of Liens and Encumbrances. All Goods and/or Associated Services shall vest in the Purchaser free and clear of all liens and encumbrances on receipt of payment by the Contractor for the Goods.

15. Public Announcements. The Contractor will not make any public announcement relating to this Order without the prior written approval of the Purchaser or as required by law. Without restricting the generality of the foregoing, the Contractor will submit to the Purchaser for its prior written approval all advertising, written sales promotion, press releases, public notices and all other publicity matters or materials relating to this Order, or in which the Purchaser's name, mark, or logo is mentioned or language from which the connection of said name, mark or logo may be inferred or implied, and will not publish or use such advertising, written sales promotion, press releases, public notices or any other publicity matters or materials without prior consultation with and the written approval of the Purchaser, such approval not to be unreasonably withheld. Notwithstanding the foregoing, the Contractor may include the Purchaser's name and a factual description of the work performed under this Order only on employee bulletin boards, in internal business planning documents and whenever otherwise required by reason of legal, accounting or regulatory requirements.

16. Insurance. The Contractor represents and warrants to the Purchaser that it has in place with reputable insurers such insurance policies in coverage amounts that would be maintained by a prudent supplier of goods and services similar to the Goods and Associated Services provided hereunder. In addition to any insurance deemed prudent to have as referenced above, the Contractor will take out and maintain, at its own cost, such insurance policies and coverages as may be required by the Purchaser as specified in the attached Annex 1 to the Order terms and conditions, which is incorporated into this Order.

17. Workers Compensation. Without limiting the generality of section 18 the Contractor must comply with, and must ensure that any subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Order, including the Workers Compensation Act in British Columbia or similar laws in other jurisdictions.

18. Personal optional protection. The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) for the period in which the Contractor performs work under this Order, at Contractor's expense if:

- a. the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the Workers Compensation Act or similar laws in other jurisdictions; and
- b. such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

19. Evidence of coverage. Within 10 Business Days of being requested to do so by the Purchaser, the Contractor must provide the Purchaser with evidence of the Contractor's compliance with sections 16 and 17.

20. Indemnities. The Contractor shall indemnify, defend (subject to the *Attorney General Act* [RSBC 1996] CHAPTER 22 and the *Crown Proceeding Act* [RSBC 1996] CHAPTER 89) and hold harmless the Purchaser, and its employees and agents (the “**Purchaser Indemnified Parties**”) from and against any claims, fines, losses, actions, damages, expenses, legal fees and all other liabilities brought against or incurred by the Purchaser Indemnified Parties or any of them arising out of:

- a. death, bodily injury, or loss or damage to real or tangible personal property resulting from the use of or any actual or alleged defect in the Goods, or from the failure of the Goods to comply with the warranties hereunder;
- b. any claim that the Goods infringe or violate the Intellectual Property Rights or other rights of any person;
- c. any intentional, wrongful or negligent act or omission of Contractor or any of its agents, employees or subcontractors;
- d. Contractor’s breach of any of its obligations under this Contract; or
- e. any liens or encumbrances relating to any Goods or Associated Services.

21. Limitation of Liability. WITHOUT LIMITING THE CONTRACTOR’S OBLIGATIONS UNDER SECTION 20, IN NO EVENT WILL THE PURCHASER BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS, DATA, GOODWILL, OR BUSINESS OPPORTUNITY FOR ANY MATTER RELATING TO THIS ORDER.

22. Independent Contractors. The Contractor will perform its obligations under the Order as an independent contractor and in no way will the Contractor or its employees be considered employees, agents, partners, fiduciaries, or joint venturers of the Purchaser. The Contractor and its employees will have no authority to represent the Purchaser or its employees or agents or bind the Purchaser or its employees or agents in any way, and neither the Contractor nor its employees or agents will hold themselves out as having authority to act for the Purchaser, its employees or agents.

23. Subcontractors. Unless the Purchaser has otherwise given its written consent, the Contractor shall not subcontract any of its obligations under this Order except (a) to subcontractors listed in the Quotation, and only to provide the Associated Services. No subcontract, whether consented to by the Purchaser or not, will relieve the Contractor from any of its obligations under this Order. The Contractor is responsible for ensuring that it has appropriate contractual provisions in place with any subcontractors to enable the Contractor to fully comply with the obligations of the Order. The Contractor is responsible for ensuring that none of its subcontractors’ current or past corporate or other interests may give rise to an actual or potential conflict of interest with the Purchaser in connection with the Goods or any Associated Services described in the Order, and this includes but is not limited to involvement by a subcontractor in preparation of the COP, participating in an evaluation committee or in the administration of an Order.

24. Further Assurances. The parties shall enter into such further and other documents, cause such meetings to be held, resolutions passed and do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Order and every part thereof.

25. Severability. If any provision of this Order is determined to be unenforceable or invalid for any reason whatsoever, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part thereof and all other provisions shall continue in full force and effect.

26. Waiver. No waiver of any provision of this Order shall be enforceable against that party unless it is in writing and signed by that party.

27. Assignment. The Contractor may not assign or subcontract this Order, in whole or in part, without the Purchaser's prior written consent. The Contractor's permitted assignment or subcontracting of this Order or any part thereof will not release the Contractor of its obligations under this Order, and it will remain jointly and severally liable with the assignee or subcontractor for any obligations assigned or subcontracted. The acts or omissions of any subcontractors of the Contractor will be deemed to be the acts and omissions of the Contractor. The Purchaser may assign to any person any of the Purchaser's rights under this Order and may assign to any "government corporation", as defined in the *Financial Administration Act* [RSBC 1996] CHAPTER 138, any of the Purchaser's obligations under this Order upon providing written notice to the Contractor. This Order shall enure to the benefit of and be binding upon the parties and their respective legal personal representatives, heirs, executors, administrators, assigns or successors.

28. Termination of Order for Convenience. Without limiting any other right of the Purchaser to terminate the CSA OF or this Order, the Purchaser may terminate this Order for any reason by giving at least 10 day's written notice to the Contractor and in such case:

- a. the Purchaser must, within 60 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Quotation which corresponds with the portion of the Goods that were delivered and Associated Services performed in accordance with this Order before termination of this Order; and
- b. the Contractor must, within 60 days of such termination, repay to the Purchaser any paid portion of the Price and any other fees and expenses described in Quotation which corresponds with the portion of Goods and/or Associated Services that were not delivered or performed before termination of this order.

For greater certainty, the Purchaser's termination of an Order in accordance with this section 28 will not result in termination of the CSA OF.

29. Cumulative Remedies. the rights and remedies of the Purchaser in this Order are cumulative and in addition to any other rights and remedies at law or in equity.

30. Survival. Any provision of this Order which expressly or by implication from its nature is intended to survive the termination or completion of the Order will continue in full force and effect after any termination, expiry or completion of this Order.

31. Interpretation. The headings used in this Order and its division into articles, sections, schedules, annexes, exhibits, appendices, and other subdivisions do not affect its interpretation. Unless the context requires otherwise, words importing the singular include the plural and vice versa; words importing gender include all genders. References in this Order to articles, sections, schedules, annexes, exhibits, appendices, and other subdivisions are to those parts of this Order. Where this Order uses the word "including," it means "including without limitation," and where it uses the word "includes," it means "includes without limitation."

32. Governing Law. This Order, and any disputes or claims arising out of or in connection with its subject matter are to be governed by, interpreted and construed in accordance with the laws of British Columbia and the federal laws of Canada as they apply in British Columbia, excluding any conflict of law rules providing otherwise and excluding the application of the United Nations Convention on Orders for the International Sale of Goods and the *International Sale Of Goods Act* [RSBC 1996] CHAPTER 236. The parties irrevocably attorn to the jurisdiction of the courts of British Columbia in Victoria, which will have non-exclusive jurisdiction over any matter arising out of this Order.

33. Language. All communications under this Order and any related documentation are required to be in English.

34. Notices. Any notice contemplated by this Order, to be effective, must be in writing and delivered as follows:

- a. By hand, to the following address, in which case it will be deemed to be received on the day of its delivery:
 1. If to the Purchaser, at the Purchaser email address set out in the Quotation and

2. If to the Contractor, at the address set out in the Quotation; or
- b. By email to the following email address, in which case it will be deemed to be received on the day on which it is emailed or transmitted electronically provided the notice must be transmitted in a form: capable of being read without the need to obtain new software, stored indefinitely, forwarded and printed by the addressee contact:
 1. If to the Purchaser, at the email address set out in the Quotation; and
 2. If to the Contractor, at the email address set out in the Quotation.

35. Address Changes. Either party may update its addresses for notices as set out in section 34 or the Quotation, as applicable, at any time by providing written notice to the other party.

36. Confidentiality. The Contractor must treat as confidential all information obtained by the Contractor; or any of its employees or subcontractors, (whether obtained verbally, electronically or otherwise) as a result of this Order, and not permit its disclosure or use without the Purchaser's prior written consent except:

- a. as required to perform the Contractor's obligations under this Order or to comply with applicable laws; or
- b. if it is information that is generally known to the public other than as result of a breach of this Order.

37. Annexes. The following Annex 1 to the Order terms and conditions is attached to and forms part of the Order. See next page(s).

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Annex 1 to the Order Terms and Conditions

Insurance

1. The Contractor must, without limiting the Contractor's obligation or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Purchaser:
 - a) Commercial general liability in an amount not less than \$2,000,000 inclusive per occurrence against bodily injury, non-owned automobile liability, personal injury and property damage and including liability assumed under this Order, and this insurance must:
 - i. include the Purchaser as an additional insured,
 - ii. be endorsed to provide the Purchaser with 30 days advance written notice of cancellation or material change, and
 - iii. include a cross liability clause; and
 - b) Automobile Liability on all vehicles owned, operated, or licensed by the Contractor in an amount not less than \$2,000,000 per occurrence.
2. All insurance described in section 1 of this Annex must:
 - a) be primary; and
 - b) not require the sharing of any loss by any insurer of the Purchaser.
3. The Contractor must provide the Purchaser with evidence of all required insurance as follows:
 - b) prior to the commencement of Associated Services, the Contractor must provide to the Purchaser evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance, or if the Purchaser is a Public Sector Entity, in a form acceptable to such Public Sector Entity;
 - b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Purchaser prior to the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance, or if the Purchaser is a Public Sector Entity, in a form acceptable to such Public Sector Entity; and
 - c) despite paragraph (a) or (b) above, if requested by the Purchaser at any time, the Contractor must provide to the Purchaser certified copies of the required insurance policies.
4. The Contractor must obtain, maintain, and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.
5. The Contractor must ensure that any subcontractor(s) carry insurance as set out in this Schedule and must provide to the Purchaser proof of subcontractor(s) insurance in the circumstances and within the timeframes applicable to the Contractor under this Schedule.