



# BC ENERGY REGULATOR

## LENOVO LAPTOPS 2025-2028

### REQUEST FOR STANDING OFFER NO. 21126827

**Closing Time:** Proposal must be received **before** 2:00 PM Pacific Time on September 26, 2025

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**BCER CONTACT PERSON:** All enquiries related to this Request for Standing Offer (RFSO), including any requests for information and clarification, are to be directed, in writing, to [procurement@bc-er.ca](mailto:procurement@bc-er.ca), by September 19, 2025, 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.

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#### DELIVERY OF RESPONSES:

**Responses must be submitted electronically**

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

Responses must be received before 2:00 P.M. Pacific Time on **September 26, 2025** Responses should be clearly marked with the name of the Respondent, and the Request for Standing Offer number.

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### APPENDIX A: DRAW DOWN / QUOTATION TERMS

## 1.0 SUMMARY OF THE REQUIREMENT

The objective of this Request for Standing Offer is to establish a Standing Offer agreement with the successful contractor(s) to provide Lenovo Model T14 Gen 5 laptops to the Regulator until March 31, 2029. We are projected to purchase 35 to 40 laptops this year with an expected budget of 125-150k per year after that.

### 1.1 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 [2025/26 - 2027/28 Service Plan \(PDF\)](#) available on the BCER's website at [www.bcer.ca](http://www.bcer.ca).

## 1.2 SPECIFICATIONS

### T14 Gen5

CPU - AMD Ryzen™ 7 PRO 8840U Processor (3.30 GHz up to 5.10 GHz Max Boost, 8 Cores, 16 Threads, 16 MB Cache)  
RAM - 32 GB DDR5, SODIMM (5600MT/s)

#### Operating System

- Windows 11 Pro

#### Battery

- 52.5Whr (customer replaceable unit)
- Rapid Charge (60 minutes = 80% capacity) with 65W or higher adapter

**Screen** – 14" WUXGA (1920 x 1200) IPS, 400nit, 45% NTSC, antiglare, 3M Dual Brightness Enhancement

#### Film (DBEF5)

#### SSD – 256GB gen 4

#### Keyboard -

- Keyboard Optional: Backlit with white LED lighting
- Dual-function TrackPoint: navigate the cursor or double-tap to open TrackPoint Quick Menu

- Spill-resistant
- TrackPad with 3 buttons (120mm / 4.72")
- ThinkPad TrackPoint Keyboard (1.5mm travel)

#### Colour – Eclipse Black

#### Ports/Slots -

- 2 x USB-C® (USB4® 40Gbps)
- 2 x USB-A (USB 5Gbps)
- Ethernet (RJ45)
- HDMI® 2.1 (supports resolution up to 4K@60Hz)
- Headphone / mic combo

#### Camera

- 5MP RGB & infrared (IR) with webcam privacy shutter

#### Wireless

- WiFi 6E\* 802.11AX (2 x 2)
- WiFi 7 802.11BE (2 x 2)
- Optional: 5G sub-6 eSIM\*\*
- Optional: 4G LTE (CAT6 / CAT16) eSIM\*\*
- Bluetooth® 5.3

As part of this agreement, BCER will also request the addition of a WWAN option: (Nano SIM) for small sub-set of laptops.

Respondent(s) may submit pricing for the products listed above based upon the specifications provided. Successful respondent(s) will have the ability to supply goods, services or warranties on an as, if, and when requested basis.

The Regulator will select successful contractor(s) who establish a Standing Agreement for services for existing and future opportunities at the discretion of the Regulator as outlined in Section 3.5.

The term of the Standing Offer will run from the time of signing to the end of our fiscal year on March 31, 2029. Pricing is to be firm for the term of the Standing Offer.

The decision to use any Standing Offer will rest with the Regulator with respect to the purchase of goods or services. A Standing Offer is not a contract. Under the Standing Offer, the Regulator will request the purchase of goods through electronic mail.

The Regulator has complete discretion to decide whether a Draw-Down is required, and if so, under which Standing Offer the Draw-Down will be made.

The request is for services to be provided by the Regulator on an as, if and when requested basis with no guarantee that any of the services will be used.

## **2.0 REQUEST FOR STANDING OFFER TERMINOLOGY**

The terminology used throughout this Request for Standing Offer is as follows:

- a) "Contract" means the Contract entered into by the Offeror and the Regulator by means of a written purchase order (draw down) against the Standing Offer, for the provision of the specified goods and for the prices set out in the Standing Offer.
- b) "Contractor" means the Offeror who is in receipt of a Draw Down Form requesting supply of a portion of the Service from the Standing Offer;
- c) "Draw Down Form" means any form of the Regulator that lists the Service set out in the Standing Offer and is sent to the Offeror. The draw down can be initiated with a verbal or email when the Regulator requests Goods.
- d) "Regulator" means the British Columbia Energy Regulator (BCER);
- e) "must", "mandatory" or "required" means a requirement that must be met in order for a Standing Offer to receive consideration;
- f) "Offeror" means the offeror, , supplier, contractor or proponent who is successful in response to this Request for Standing Offer;
- h) "Respondent" means an individual or a company that submits, or intends to submit, a response to this "Request for Standing Offer";
- k) "should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for Standing Offer; and
- l) "Standing Offer" means an Offeror's offer to provide the Service at pre-arranged prices is issued by the Offeror to the Regulator on the basis of a response to this Request for Standing Offer and in a form acceptable to the Regulator.

### **3.0 REQUEST FOR STANDING OFFER PROCESS**

#### **3.1 STANDING OFFER EXPLANATION**

The Regulator has issued the Request for Standing Offer to solicit responses from suppliers. The Regulator issues Standing Offers following an evaluation of the responses submitted. The Standing Offer is an offer from the potential supplier to sell goods and services to the Regulator as, if and when requested. When a supplier signs a Standing Offer, that entity (the "Offeror") is offering to provide certain products or services at specified prices over a specified period-of-time. If and when the Regulator makes a draw-down against that Standing Offer, only then does the Offeror have a Contract for the amount drawn down or ordered.

#### **3.2 CONTRACTUAL OBLIGATION**

There is no contractual obligation on either party until a draw-down is made. The Standing Offer lays out the terms of the offer, including the terms and conditions that will govern any subsequent draw-downs. A Standing Offer is not a contract and an Offeror may withdraw a Standing Offer by notification to the Regulator or the Regulator may set aside a Standing Offer at any time. However, all contracts received by an Offeror prior to withdrawing are legally binding and must be honoured. No Offeror will acquire any legal or equitable rights or privileges relative to the goods or services until the Draw Down Form is received. The terms and conditions laid out in the contract will apply to the draw-down.

#### **3.3 ACCEPTANCE OF STANDING OFFERS**

- a) This Request for Standing Offer is not an agreement to purchase goods or services. The Regulator is not bound to accept the lowest priced or any response of those submitted. The Regulator will assess responses as per the evaluation criteria for each service, described in Section 7. The Regulator will be under no obligation to receive further information, whether written or oral, from any Respondents.
- b) Neither acceptance of a response nor receipt of a Standing Offer will constitute approval of any activity or development contemplated in any Standing Offer that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

#### **3.4 INITIAL SUBMISSION DATE AND LATE RESPONSES**

Responses to this RFSO must be received not later than the Initial Submission Date and Time and must be received in the manner and location indicated on the face page on this RFSO.

Late responses will not be accepted except as outlined in section 3.7.

#### **3.5 EVALUATION AND SELECTION**

The evaluation committee will check responses against the mandatory criteria described in Section 6.1. The Regulator will reject any responses if they do not meet all mandatory criteria.

The Regulator will assess responses that meet all mandatory criteria, against desirable criteria for each of the requested goods or services in Section 6.2. The Regulator may award multiple Standing Offers for each of the requested goods or services.

### **3.6 ALLOCATION OF SERVICES**

The allocation of work will be at the sole discretion of the Regulator and the Regulator may select one or more Contractors with a Standing Offer, subject to the contractor's ability to provide the required services within the Regulator's desired timeframe and geographic areas, and ongoing satisfactory performance. While the Regulator may award work to Contractor(s) with a Standing Offer, we may request quotes from multiple Contractors with a Standing Offer Agreement to determine the most suitable for the requested services. The Contractor shall not have any claim for compensation, expense, damage or loss of profit from the Regulator for any failure of the Regulator to allocate any portion of the work to a Contractor(s).

### **3.7 ADDITIONAL SUBMISSIONS**

The Regulator may accept additional proposals after the Initial Submission Date and Time; however, such additional proposals will only be reviewed against the mandatory and desirable criteria if and when necessary to add additional contractors to the Standing Offer.

## **4.0 RESPONSE PREPARATION**

### **4.1 CHANGES TO OFFER WORDING**

The Respondent will not change the wording or pricing of its response after closing and no words or comments will be added to the response unless requested by the Regulator for purposes of clarification.

### **4.2 WORKING LANGUAGE OF THE REGULATOR**

The working language of the Province of British Columbia is English and all responses to this Request for Standing Offer must be in English.

### **4.3 RESPONDENTS' EXPENSES**

Respondents are solely responsible for their own expenses in preparing a response and for subsequent negotiations with the Regulator, if any, and the Regulator will not be liable to any Respondents or Offerors for any claims arising from this Request for Standing Offers.

### **4.4 CURRENCY AND TAXES**

Prices quoted are to be:

- a) in Canadian dollars;
- b) inclusive of duty, where applicable; and
- c) FOB destination, delivery charges included where applicable

## **5.0 ADDITIONAL REQUEST FOR STANDING OFFER TERMS**

### **5.1 MODIFICATION OF TERMS**

The Regulator might modify the terms of the Request for Standing Offer at any time at its sole discretion, including cancelling this Request for Standing Offer at any time.

### **5.2 OWNERSHIP OF OFFERS AND FREEDOM OF INFORMATION**

All documents, including responses and Standing Offers submitted to the Regulator become the property of the Regulator. They will be received and held in confidence by the Regulator, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

### 5.3 SUB-CONTRACTING

Using a sub-contractor(s) (who should be clearly identified in the response, where possible) is acceptable. This includes a joint response by two Respondents who do not have a formal corporate link. However, in that case, one of these Respondents must be prepared to take overall responsibility for successful performance of any Contract and this should be clearly defined in the response.

### 5.4 SAMPLE STANDING OFFER

Offerors will be requested to sign a Standing Offer similar to the sample attached as Appendix A.

## 6.0 EVALUATION CRITERIA

### 6.1 MANDATORY CRITERIA

The following are mandatory requirements. Responses not clearly demonstrating that they meet them will receive no further consideration during the evaluation process.

- The proposal must be received at the closing location before the specified closing time.
- The proposal must be in English.
- The proponent must be able to ship to Regulator offices throughout BC
- The proponent must be an authorized reseller of Lenovo hardware.

The Regulator will further assess proposals meeting all of the mandatory criteria against desirable criteria (below):

### 6.2 DESIRABLE CRITERIA

| Desirable Criteria   | Weight      |
|--|-------------|
| <u><b>Price</b></u> <ul style="list-style-type: none"> <li>• Please include pricing to reflect best value, including warranties, support or quantity discounts.</li> </ul>   | 60%         |
| <u><b>Experience</b></u> <ul style="list-style-type: none"> <li>• Please indicate length of experience with providing goods and / or services to the public sector.</li> </ul>   | 20%         |
| <u><b>Mobilization and Service Delivery</b></u> <ul style="list-style-type: none"> <li>• Must Indicate location(s) of service provider (this may extend to subcontractors as well), as well as locations for which personnel and/or equipment will be mobilized</li> <li>• Must indicate response time to request for service</li> <li>• Must indicate ability to start and complete work on time</li> </ul> | 20%         |
| <b>Total</b>   | <b>100%</b> |

Successful Contractor(s) who establish a standing agreement for services with the Regulator will be selected for opportunities, subject to the ability to provide the required services within the Regulator's desired requirements and timeframe, and ongoing satisfactory performance.

## **7.0 PROPOSAL FORMAT AND RESPONDENT SUMMARY**

The format of the response is outlined below and should be followed in order to ensure each response receives full consideration. All pages should be consecutively numbered.

In order to receive full consideration during evaluation, proposals should include a detailed response to the following:

- a) A letter of introduction with an overview of your company background and profile. (Maximum two pages).
- a) A complete price list of goods or services that your company can provide. Pricing models and cost estimates for services should be of sufficient detail and accuracy to provide Regulator staff with the ability to develop accurate cost estimates for budgetary and project planning purposes. Alternate proposals may be accepted, but will not be evaluated in the same manner.



## APPENDIX A: DRAW DOWN / QUOTATION TERMS

1. Bidders must submit a Quotation that complies with the instructions provided.
2. By submitting a Quotation in response to this RFSO, the bidder is deemed to have agreed to the terms and conditions of this RFSO, and if selected as the successful bidder, to supply the goods listed at the prices quoted in the submitted Quotation.
3. Quotations will be marked with their receipt time. Only Quotations meeting all Mandatory Criteria (section 6.1) received and marked before closing time will be considered to have been received on time. Late Quotations may be considered and evaluated as necessary.
4. Quotations will remain valid for the term of this RFSO, despite anything to the contrary on the Quotation.
5. Lowest or any Quotation will not necessarily be accepted.
6. Bidders must comply with all applicable laws.
7. Bidders are solely responsible for their own expenses, if any, in preparing and submitting a Quotation and, if successful, in finalizing a contract.
8. Quotations must be submitted in English.
9. Once an award is made, the successful bidder will be held to its Quotation as of the closing date of the RFSO even if the bidder later alleges a mistake was made in the Quotation.
10. If a bidder discovers that it has made an error in its Quotation, the bidder may forward a correction notice to the Regulator at the location identified on the front cover page of this RFSO or withdraw its Quotation, but the correction or withdrawal must be received before the closing date and time for the RFSO.
11. Before an award is made, if it appears that an error has been made in a Quotation, the Regulator may, in its sole discretion, communicate with the bidder to ascertain if it wishes to honour the Quotation or permission to withdraw the Quotation. If the bidder is permitted to withdraw its Quotation, the Quotation will not be considered further.
12. The Regulator reserves the right to award this order in part or in full, on the basis of Quotations received unless the bidder specifies that its Quotation is valid only for the complete order.
13. The Regulator may consider and evaluate any Quotation from another jurisdiction on the same basis that the government purchasing authorities in those jurisdictions would treat a similar Quotation from a British Columbia supplier.
14. All inquiries related to this RFSO are to be directed to the Regulator, to the contact person noted on the front cover page of this RFSO. Information obtained from any other source is not official and may be inaccurate. Inquiries and responses may be posted on the BCER website or distributed to all bidders, at the Regulator's option.
15. All documents submitted to the Regulator are subject to the disclosure provisions of the *Freedom of Information and Protection of Privacy Act*. For further information about Freedom of Information please see [http://www.cio.gov.bc.ca/cio/priv\\_leg/index.page](http://www.cio.gov.bc.ca/cio/priv_leg/index.page).
16. While the Regulator has used considerable efforts to ensure an accurate representation of information in this RFSO, all bidders are urged to conduct their own investigations into the material facts. The Regulator will not be held liable or accountable for any error or omission in any part of this RFSO.