



**LIQUOR
DISTRIBUTION
BRANCH**

2625 Rupert Street, Vancouver, British Columbia, Canada V5M 3T5

September 30, 2016

INVITATION TO TENDER (“ITT”)

ITT2016-10-14a

for

LAPTOPS, THIN CLIENT PCs & ACCESORIES

The BC Liquor Distribution Branch is requesting bids from experienced and qualified companies for the supply and delivery of laptops, thin client PCs, and accessories. Details of this requirement are in this Invitation to Tender document and its attachments.

Closing Time:

Bids must be received before 2:00 pm Pacific Time on October 14, 2016.

Closing Location:

Bids must be received at 2625 Rupert Street, Vancouver, BC V5M 3T5 by the Closing Time specified above.

Any queries regarding this document are to be directed only to Cristine Estrada, Procurement & Contract Management services via email at LDBPCM@BCLDB.com.

Attachments:

- **Specifications and Price Form & Bidder Section**
- **PO Terms & Conditions** (*Sample*)

INTRODUCTION

Her Majesty the Queen in Right of the Province of British Columbia, as represented by the General Manager of the Liquor Distribution Branch (the “LDB”) is one of the largest distributors and retailers of beverage alcohol in Canada, generating approximately \$935 million (2014/15) in net income on annual sales of approximately \$2.87 billion. The LDB operates a province-wide, retail/wholesale beverage alcohol business, within a mixed public-private model. The LDB has a workforce of 3,600 full- and part-time employees; operates 196 BC Liquor Stores across the province; operates 2 wholesale customer centres; 2 distribution centres; in Vancouver and Kamloops and has a Head Office facility in Vancouver.

The LDB purchases beverage alcohol from more than 400 suppliers and manufacturers within the province, across the country and around the world. Licensed manufacturers in BC include 322 wineries, 118 breweries, and 51 distilleries. The LDB also distributes to more than 1,500 retail outlets – 221 Rural Agency Stores; 670 licensee retail stores; 381 on-site manufacturer stores; 35 off-site manufacturer stores, 12 private wine stores; and 11 duty free stores – in BC. The LDB is a unique government entity that operates with similar independence to a Crown Corporation, but under the direction of a General Manager and Chief Executive Officer.

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

INSTRUCTIONS TO BIDDERS

1. The following terms and conditions apply to this Invitation to Tender (“ITT”). A Bidder’s submission of a Bid in response to this ITT indicates acceptance of all the terms that follow and that are included in any addenda issued by the LDB. Provisions in bids that contradict any of the terms of this ITT will be as if not written and do not exist.
2. Definitions: Throughout this ITT the following definitions apply:
 - a) “Agreement” means the written Purchase Order (“PO”) resulting from this ITT, executed by the LDB and the successful Bidder which will be in the form of the sample document attached, the completed Attachment(s) and other applicable Schedules / Appendices;
 - b) “BCLS” or “Stores” means the British Columbia Liquor Stores;
 - c) “Bid” means the submission or response an individual or company submits in response to this ITT;
 - d) “Bidder” means an individual or company that submits or intends to submit a bid in response to this ITT;
 - e) “Closing Location” means the location set out on the front page and section 3 of this ITT;
 - f) “Closing Time” means the date and time set out on the front page and section 3 of this ITT; and
 - g) “Invitation to Tender”, “ITT”, or “Tender” means the process described in this document;

- h) "LDB", "British Columbia Liquor Distribution Branch" or "Liquor Distribution Branch" means Her Majesty the Queen in Right of the Province of British Columbia, as represented by the General Manager of the Liquor Distribution Branch; and
 - i) "must" or "shall" means a requirement that must be met in order for a Bid to receive consideration.
2. **One (1) hard copy** and one **(1) electronic copy** on a CD/DVD or USB of the Bidder's sealed Bid for **ITT2016-10-14a LAPTOPS, THIN CLIENT PCs & ACCESSORIES** are to be submitted to the attention of Cristine Estrada, Procurement & Contract Management.
 3. Bids **must** be received before **2:00pm** Pacific Time on **October 14, 2016** (the "Closing Time") at the LDB office located at 2625 Rupert Street, Vancouver, B.C. V5M 3T5 (the "Closing Location"). Bids received after the Closing Time will be marked late and not considered or evaluated. In the case of a dispute, the Bid receipt time as recorded by the LDB at the Closing Location will prevail whether accurate or not.

Bids should be in a sealed envelope clearly marked **ITT2016-10-14a LAPTOPS, THIN CLIENT PCs & ACCESSORIES** including your Company name and address.

A completed Bid must be delivered by mail, courier, or by hand (by a representative of the Bidder). The LDB will **NOT** accept Bids delivered via fax or e-mail.

4. Any Bid **must be signed** by the Bidder in the appropriate and authorized fashion (see below). All Bids **must** be signed by a person authorized to sign on behalf of the Bidder. The signatory **must** complete and sign the **Bidder Section** as it appears on the SPECIFICATION & PRICE FORM. Any electronic copy should be signed in the same manner with the signature of the Bidder's authorized representative.

Failure to sign a Bid as required will cause the Bid to be disqualified.

5. Attachment documents are:
 - **Specifications and Price Form & Bidder Section**
6. Any queries regarding this ITT document are to be emailed to LDBPCM@BCLDB.com, to the attention of the representative of the Procurement & Contract Management Department noted on the front cover of this ITT. This ITT is not to be discussed with any other LDB staff member, except at the direction of the representative of the Procurement & Contract Management Department. Violation of this condition may result in the Bidder and/or their company from being considered for the respective ITT.
7. Bidders are solely responsible for their own expenses in preparing a Bid and for subsequent negotiations with the LDB, if any. If the LDB elects to reject all Bids, the LDB will not be liable to any Bidder for any claims, whether for costs or damages incurred by the Bidder in preparing the Bid, loss of anticipated profit in connection with any final Agreement, or any other matter whatsoever.
8. Further to the preceding paragraph, Bidders by submitting a Bid agree that they will not claim damages for whatever reason, relating to the Agreement or in respect to the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Bidder in preparing its Bid and the Bidder, by submitting a Bid, waives any claim for loss of profits if no Agreement is made with the Bidder.
9. By submission of a clear and detailed written notice, the Bidder may amend or withdraw its Bid prior to the Closing Time. The Bidder will not change the wording of its Bid after closing and no words or comments will be added to the Bid unless requested by the LDB for purposes of clarification. The LDB will be under no obligation to receive further information,

whether written or oral, from any Bidder.

10. By submission of a Bid, the Bidder agrees that should its Bid be successful, the Bidder will enter into an Agreement with the LDB on the terms set out in the attached Agreement document.
11. All or part of a Bid may be subject to the disclosure provisions of the *Freedom of Information and Protection of Privacy Act* (“FOIPPA”). For further information about the FOIPPA please see http://www.cio.gov.bc.ca/cio/priv_leg/index.page.
12. Bids are irrevocable and will remain open for acceptance for sixty (60) days after the Closing Time.
13. The LDB reserves the right and discretion to divide the awarded bid, adjust quantities or cancel all or part of the Bid items.
14. This ITT should not be construed as an agreement to purchase goods or services. The LDB is not bound to enter into an agreement with the Bidder who submits the lowest priced Bid or with any Bidder.
It is the intent of the LDB to enter into an agreement with the Bidder who has the highest overall ranking.
15. Bids will be assessed in accordance with the evaluation criteria and will be by an LDB Employee.

EVALUATION CRITERIA	WEIGHTING
Price	90%
Delivery time	5%
Warranty	5%

References and/or Business and Financial Stability of leading Bidders may be reviewed. The LDB will not enter into a contract with a Bidder with unsatisfactory references, business and financial instability, or without the required valid certification(s), licensing and/or authorization(s) documentation relevant to this ITT and intended requirements of the LDB.

16. All amounts in the Bidder’s Bid shall be deemed to be in Canadian Dollars.
17. Pricing to include all costs associated with the manufacturing, assembly, packaging, and shipping of the product(s). Please include environmental fees.
18. Any applicable taxes, surcharges, freight and/or transportation charges, and any other costs that may be considered extra for complete delivery of the products, goods and/or services requested in this ITT must be identified separately in the Bidder’s submission. Any such taxes, surcharges, charges or costs which are not identified separately in the Bidder’s Bid shall be deemed to be included in the Bid.
19. Time shall be of the essence. Bidder to indicate the standard delivery time from receipt of the order.

20. The payment terms of the LDB are NET 30 days upon satisfactory receipt and acceptance of product.
21. Bid submissions should be checked by the Bidder for accuracy. Any changes initiated by the Bidder must be endorsed by the Bidder's initials at the point of change.
22. The Bidder warrants title to commodities supplied by him and warrants them free from defects and/or imperfections, and will indemnify and hold purchaser harmless against any or all suits, claims, demands and/or expenses, patent litigation, infringement, material, material men's or labourer's liens, or any claims by the third parties in or to the commodities mentioned and supplied by him. Bidder to indicate on enclosed sheet the warranty period of unit.
23. Provide a minimum of three (3) recent and relevant references for the Bidder, of clients that have similar requirements as stated in this document. Include contact information, duration of engagement, and brief description of requirement.
24. Bidders shall provide financial documentation and/or other assurances of corporate and financial stability to perform this service, upon request.
25. Bidders are to indicate any value-added products, goods, and/or services that may be offered in connection with this requirement despite not being specifically requested in this ITT. Bidders should describe how such value-added products, goods, services and/or benefits may assist the LDB to meet its objectives, with an estimated financial value if possible.
26. The successful Bidder must obtain, maintain and pay for any additional insurance which the successful Bidder is required by law to carry, or which the successful Bidder considers necessary to cover risks not otherwise covered by insurance specified in this Section in the successful Bidder's sole discretion.
27. The successful Bidder will indemnify and save harmless the LDB and Property Owner from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whoever made, brought, or prosecuted in any manner based upon, occasioned by, or attributable to the performance or purported performance of the Agreement by the Contractor, or its employees or sub-contractors.
28. The laws of the place of Work shall govern the Work. The successful Bidder shall observe all such laws and shall obtain and/or pay all permits, notices, fees, taxes and duties as may be required.
29. The successful Bidder shall be registered and in good standing with WorkSafeBC.
30. Item(s) that are stated in this ITT by name and/or model number will be absorbed into the LDB inventory and therefore, must be new and as indicated. Substitutes and refurbished items will not be accepted.
31. The F.O.B. point will be:
 - BC Liquor Distribution Branch - Receiving
 - 3200 East Broadway
 - Vancouver, B.C.
 - V5M 1Z6

All persons entering the warehouse must comply with footwear requirements which are acceptable to the LDB and are in accordance with WorkSafe BC requirements.

All products are to be delivered on 48" x 40" 4-way pallets and clearly tagged with the quantity description. All pallets must be supplied by Bidder. Failure to deliver on specified pallets may result in goods not being received unless otherwise agreed to with the Procurement & Contract Management Department of the LDB.

Each pallet must be numbered and a list supplied with the description and serial numbers of the equipment it contains.

32. The Bidder's proposed good(s) shall be manufactured in accordance with the details provided in this ITT and attached documents. The production and delivery of a prototype may be required prior to the successful bidder being selected.
33. A packing slip clearly indicating the Purchase Order number, supplier name, product description, number of cases/pallets/container and quantity shipped must accompany every delivery.
34. All commodities delivered shall be subject to the LDB's inspection and approval, notwithstanding prior payment. Bidder to pay all transportation charges, both ways, on rejected materials.
35. Conditions:
 - Bidders must be authorized resellers of the products specified in this ITT;
 - All components must be new;
 - All components must be eligible for full manufacturer support and maintenance in the country in which it is to be installed/used;
 - Substitutes will not be accepted; and
 - Gray Market products will not be accepted.
36. The LDB intends to establish an Agreement for the purchase of **laptops, thin client PCs, and accessories** as stated in this ITT. The LDB reserves the right to go directly to the successful bidder for any additional orders in the time frame indicated on the Price Form.
37. Extended Warranty Information: The LDB requires the following warranty on the equipment listed on the Specification & Pricing Form. Bidders are to indicate pricing accordingly.
 - a) Desktop PCs and Thin Clients: 3 years onsite warranty with Windows 10 preloaded and downgrade rights to Windows 7.
 - b) Laptops: 3 years depot warranty with an option to upgrade to 3 years onsite with Windows 10 preloaded and downgrade rights to Windows 7.
38. The LDB reserves the right to cancel/terminate the Agreement without penalty by providing thirty (30) days written notice to the Bidder or immediately upon non-performance. The LDB may modify/terminate the Agreement if as a result of changes in provincial policy or the implementation of any government policy which affects the LDB's business.

PURCHASE ORDER TERMS AND CONDITIONS - NON-LIQUOR PRODUCTS

1. PURCHASE ORDER

- 1.1 The terms and conditions contained on this HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the General Manager of the LIQUOR DISTRIBUTION BRANCH (the "LDB") Purchase Order and any related Release Purchase Orders and/or contained in any Request for Proposal or Invitation to Tender or Invitation to Quote under which this Purchase Order is issued, will constitute the full and complete agreement between the parties.
- 1.2 The Supplier must not change prices, terms or conditions of this Purchase Order without the prior written permission of the LDB.

2. TITLE AND RISK

- 2.1 Subject to the LDB's right of inspection and return of the goods, title and risk of loss for any goods ordered under this Purchase Order will remain with the Supplier until the goods are transferred to the FOB Destination stated on the face of the Purchase Order or Release Purchase Order as applicable.

3. INSPECTION AND RETURN

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

4. DELIVERY

- 4.1 Time is of the essence in the performance of this Purchase Order.
- 4.2 The Supplier agrees to deliver the goods ordered herein in the quantities indicated according to the specifications and delivery specifics specified in this Purchase Order, any Release Purchase Order or in the associated Request for Proposal or Invitation to Tender or Invitation to Quote. No substitutions are permitted unless previously agreed to by the LDB and confirmed in writing.
- 4.3 All goods must be suitably packaged for shipment by the Supplier at the Supplier's expense. Shipments must be accompanied by a properly completed packaging slip showing the Purchase Order number, goods description, quantities shipped and any other information requested by the LDB as indicated on the face of the Purchase Order/Release Purchase Order.
- 4.4 Over shipments against this Purchase Order or any Release Purchase Order may be returned with all freight charges to the Supplier's account. Alternatively, over shipments may be accepted by the LDB at the Purchase Order price but without prejudice to its right to refuse subsequent over shipments of goods.
- 4.5 The LDB reserves the right to cancel this Purchase Order or any Release Purchase Order if the promised or specified delivery date is not met or alternatively could, at its sole discretion, agree to a revised delivery date all without any liability to the Supplier.

5. INSURANCE

- 5.1 The Supplier must obtain and carry full insurance, including liability insurance, for all goods until final acceptance thereof by the LDB and must provide at the LDB's request, evidence of that insurance.

6. WARRANTY

- 6.1 The Supplier warrants that the goods delivered to the LDB:
 - (a) correspond to and conform with the specifications on the: face of the Purchase Order, or Request for Proposal, or Invitation to Tender, or Invitation to Quote, as applicable;
 - (b) will be free from defects and fit for the purpose for which it can be used;
 - (c) will be new and of the best quality unless otherwise specified on the face of the Purchase Order;
 - (d) will conform to samples, if any, supplied to the LDB during the tender or other selection process;
 - (e) will conform in all respects to applicable governmental requirements;
 - (f) are free and clear of all liens and encumbrances.

All warranties given by the Supplier are valid for a period of two (2) years from the date of the acceptance of the goods by the LDB, unless another warranty period is specified by the Supplier in its response to the Request for Proposal or Invitation to

Tender or Invitation to Quote and accepted by the LDB. The Supplier will not be released from any warranties or obligations under this Purchase Order or from the law related to the sale of goods in general even if the LDB has inspected or failed to inspect the goods, or has accepted, paid for, used or resold the goods.

6.2 The Supplier warrants and represents, as a condition of this Purchase Order, that:

- (a) the Supplier has good and marketable title to the goods at the time of delivery to the LDB;
- (b) the manufacture, sale, distribution and use of the goods does not infringe any patent, trademark, copyright, industrial design or other proprietary right, domestic or foreign.

The Supplier must indemnify the LDB against any claim of any person, firm or corporation alleging that the sale by the Supplier to the LDB hereunder constitutes an infringement of patent rights, copyright or any other intellectual property rights.

7. PRICE AND PAYMENT

7.1 Unless otherwise specified, the Supplier's price must be in Canadian dollars, for delivery of the goods to the FOB Destination indicated on the Purchase Order.

7.2 Unless otherwise specified, all applicable taxes including any applicable sales taxes must be expressly stated in any invoice, failing which such taxes are deemed to be included in the price set forth in the invoice. The Supplier agrees to collect and remit all such taxes to applicable government authorities.

7.3 The LDB will pay the Supplier, net 30 days, after the later of the date of receipt of an invoice for the goods delivered or the date of inspection and acceptance of the goods by the LDB at the FOB Destination.

8. CANCELLATION OF THE PURCHASE ORDER

8.1 The LDB reserves the right to cancel this Purchase Order, without prior notice to the Supplier, if:

- (a) the goods are not delivered by the Delivery Date specified on the face of the Purchase Order, any Release Purchase Order or any revised Delivery Date as agreed to by the LDB; or
- (b) any express or implied term of this Purchase Order is breached by the Supplier.

8.2 The LDB is not responsible for any costs including a Supplier's cancellation charge, expenses or losses incurred by the Supplier, if any, as a result of the cancellation of this Purchase Order.

8.3 The LDB reserves the right to modify, cancel or terminate any standing (blanket) Purchase Order without penalty for any reason including changes to government policy or the LDB's business model, on thirty (30) days written notice to the Supplier. If such a Purchase Order is cancelled, the LDB is only responsible for payments due and owing for goods received by it under any Release Purchase Order issued to the Supplier prior to the cancellation date.

8.4 Should the goods purchased under this Purchase Order be the provision of services for the LDB and/or any BC Liquor Store, then the LDB reserves the right to cancel or terminate this Purchase Order should the Supplier:

- (a) be adjudged bankrupt
- (b) makes a general assignment for its creditors or have a receiver or receiver/manager appointed to conduct its business affairs, or
- (c) disregards any law or appropriate regulations and policies including, but not limited to, those of the LDB, WorkSafeBC and all other agencies having jurisdiction.

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

9. GENERAL

9.1 The Supplier is an independent contractor and must indemnify, protect and save harmless the LDB, its agents, employees, successors and assigns from any and all damage, liabilities and claims of whatsoever nature which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Supplier or any of the Supplier's agents, employees, officers, directors or subcontractor, in connection with providing the goods covered by the Purchase Order or incidental or ancillary hereto.

9.2 The laws of British Columbia, Canada govern this Purchase Order.

9.3 The Supplier must not provide any goods to any person which in the LDB's reasonable opinion could give rise to a conflict of interest between the Supplier's duties to that person the Supplier's obligations to the LDB under this Purchase Order.

9.4 The Supplier must comply with all applicable laws in providing the goods and /or services specified.

9.5 Should there be any conflict between the terms specified on the Purchase Order and the terms of any Tender or Invitation to Quote, the terms of the Purchase Order will take precedence.

9.5 The LDB is dedicated to successful negotiation with Suppliers to resolve any conflict arising in the performance of this contract. In the event of unsuccessful informal negotiations however, the following clause applies:

- (a) All disputes arising out of or in connection with this contract or in respect of any defined legal relationship associated therewith or derived there from, will be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to its Rules of Procedures.
- (b) The place of arbitration will be Vancouver, British Columbia, Canada.

End of Purchase Order Terms and Conditions