



Conditions of Tender

For Operational and General Services Contracts

Failure to comply with these Conditions of Tender, may result in the disqualification of the Bidder. These Conditions of Tender are not the exclusive source or location for all rules pertaining to the ITT. Other rules, including mandatory requirements for this ITT, are set out in BC Bid, including the Offer Form, pop-up advisories, tools, tips and other features and functionality of BC Bid.

1. DEFINITIONS

Throughout this ITT, the following definitions apply (and the singular interchangeable with the plural). Some definitions contain cross references to other defined terms of like meaning that may be found in BC Bid.

- (a) **"Addenda"** means all additional information regarding the ITT including Amendments to the ITT.
- (b) **"Amendment"** means a change to the ITT that results in posting an updated version of the ITT requiring Bidders to submit a new Tender to the ITT as amended.
- (c) **"Associated Person"** means a person is associated to the Bidder if the Bidder and that other person are 'related persons' or 'affiliated persons' or 'associated persons' as those terms are defined or referenced in the federal Income *Tax Act* or related Canada Revenue Agency's interpretation bulletins.
- (d) **"BC Bid"** means the website maintained by BC Bid at <https://www.new.bcbid.gov.bc.ca> or any replacement for that website maintained by BC Bid.
- (e) **"Bidder"** means a single legal entity with the legal capacity to contract (excluding its parent, subsidiaries or other affiliates) or natural person with the legal capacity to contract, which submits a Tender (see also "You" and "Your").
- (f) **"Business BCeID"** means a password ID that is required if a Bidder intends to prepare and submit Tenders electronically using BC Bid. See <https://www.bceid.ca> for more information.
- (g) **"Bid Security"** means a security in the form described in the Conditions of Tender and to be delivered by the Bidder as Bid Security in accordance with the Conditions of Tender.
- (h) **"Closing Date and Time"** means the closing date and time for this ITT as set out in the "RFx general information" section of the "overview" menu tab.
- (i) **"Closing Location"** means, as applicable, the hard copy delivery location provided by the Ministry or BC Bid for the submission of Tenders as indicated in the "delivery of submissions" section of the "overview" menu tab.
- (j) **"Contractor"** means the successful Bidder to the ITT who executes a Contract with the Province for performance of the Services.

- (k) **“Contract”** means a written agreement executed by the Province and the Contractor as a result of this ITT.
- (l) **“Contract Performance Security”** means such security required of the Contractor as specified in the Contract;
- (m) **“Disqualified Bidder”** means a person (individual or corporate) who has been disqualified from bidding by the Ministry for a stated period of time;
- (n) **“Enquiries Deadline”** means the preferred cut-off date for Bidder questions set out on the “overview” tab within BC Bid. Bidder questions received after this date, if applicable, may not be answered.
- (o) **“Extended Amount”** means excluding GST and PST as a taxable transaction charged to the Province.
- (p) **“Invitation to Tender” or “ITT”** means this solicitation process described on BC Bid, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Province by Addenda.
- (q) **“Issue Date”** means the date the ITT was posted to BC Bid as set out in the “RFx general information” section of the “overview” menu tab.
- (r) **“Ministry”** means the Ministry of Forests.
- (s) **“Province”** means His Majesty the King in Right of the Province of British Columbia and includes the Ministry.
- (t) **“Offer Form”** means the Tender Offer Form and any other document that is required to be submitted, if any, as part of a Tender.
- (u) **“RFx”** has the same meaning as ITT as the term may appear in BC Bid, the Submission Declaration Form or BC Bid pop-up advisories associated with submitting a Tender.
- (v) **“Submission”** as used in the Submission Declaration and within BC Bid and its pop-up advisories related to this ITT has the same meaning as Tender.
- (w) **“Submission Declaration Form”** means the portion of the hard copy Tender Offer Form so identified and named in the ITT for use with Tenders submitted by hard copy delivery if such submission methods are allowed by the ITT.
- (x) **“Supplier”, “You” and “Your”** as used in the Submission Declaration Form and any pop-up advisories related to this ITT has the same meaning as Bidder.
- (y) **“Tender”** means the offer to perform the Work delivered by the Bidder in response to the ITT and in accordance with the Conditions of Tender and includes the Tender envelope, Tender Offer Form, the Bid Security, and any and all revisions (see also “Submission”).
- (z) **“Tender Documents”** means all of the documents issued by the Ministry in respect of the Work, including any Amendments;
- (aa) **“Tender Opening”** means the formal, public event conducted by or on behalf of the Ministry after Closing Date and Time at the time and place specified in the Invitation to Tender during which the unverified Total Bid Price as stated in each Tender and any revisions delivered before Closing Date and Time in accordance with the Conditions of Tender are read out or opened in private.
- (bb) **“Total Bid Price” or “Total Price”** means the all-inclusive lump sum price, as estimated, if applicable, as indicated in the Bidder’s Offer Form.

- (cc) **“Work”** means the provision of all labour, services, material and equipment as necessary, for the Contractor to complete and perform its obligations in accordance with the Contract.
- (dd) **“Work Site”** means the geographical area within which the Work will be carried out.

2. TENDER

- 2.01 The Tender is in response to an Invitation to Tender issued by the Ministry and must be received at the Closing Location by the Closing Date and Time.
- 2.02 All Tenders submitted in accordance with these Conditions of Tender are irrevocable for a period of 30 days following the Tender Opening.
- 2.03 The calendar and clock showing on BC Bid, or the timestamp of receipt according to the location where the Tender is delivered, as applicable, whether accurate or not, shall govern the delivery of Tenders and any revisions. Tenders are deemed delivered to and received by the Ministry if the transmission is completed in whole on or before the Closing Date and Time. The Ministry is not responsible for systems or other problems that may affect submission.

3. SCHEDULED SITE VISIT

- 3.01 In the event a Work Site viewing takes place transportation to and from the Work Site is the responsibility of the Bidder.
- 3.02 The terms and conditions of the ITT supersede questions and answers or discussions at the Work Site viewing, if any. Questions and answers or discussions at the Work Site viewing are non-binding unless provided in writing as an Amendment to the ITT.

4. SUPPLIER MEETING

- 4.01 The terms and conditions of the ITT supersede questions and answers or discussions at the supplier meeting, if any. Questions and answers or discussions at the supplier meeting are non-binding unless provided in writing as an Amendment to the ITT.

5. BIDDER ELIGIBILITY OR DISQUALIFICATION

- 5.01 In addition to the other eligibility requirements in these Conditions of Tender and the Tender Documents, the Bidder must meet the following requirement(s) in order to be eligible to submit a Tender:
 - (a) the Bidder must be certified in the BC Forest Safety Council SAFE Company program.
- 5.02 Upon request, prior to Contract finalization, or if specifically required to be submitted with this Tender, the Bidder must provide, to the satisfaction of the Ministry, information to demonstrate:
 - (a) it has the necessary machinery and equipment to conduct the Work;
 - (b) it has previously and satisfactorily completed work of the same type as the Work described in the ITT; and
 - (c) it has the necessary technical experience and qualifications to perform the Work described in the ITT.

- (d) Successful completion of a planting contract of at least 1 million trees in the last three years.
- 5.03 Upon request of the Ministry, prior to Contract finalization, the Bidder must provide a written statement of business organization, qualifications, experience, and workforce availability of the Bidder's company and any personnel, who will perform the Work under the Contract, satisfactory to the Ministry. The Ministry may conduct such independent reference checks or verifications as are deemed necessary by it, to clarify, test, or verify the information and to confirm the suitability of the Bidder, including reference checks from any Natural Resource Sector ministry or other Provincial government office in which the Bidder has been under contract. If, in the opinion of the Ministry, the statement fails to demonstrate that the Bidder is able to successfully complete the Contract, the Ministry has the right to disqualify the Bidder and award the Contract to another bidder.
- 5.04 The Bidder and all individuals who perform the Work must be eligible to work in Canada.
- 5.05 The Ministry reserves the right to disqualify the Bidder and to award the Contract to another bidder if the Bidder or an Associated Person to the Bidder has, in respect of a contract or contracts with the Ministry:
- (a) withdrawn an irrevocable tender after Closing Time;
 - (b) failed to enter into a contract within the time limits specified in a contract award letter;
 - (c) had a notice of contract termination issued by the Ministry for a reason other than convenience;
 - (d) had all or part of a contract performance security forfeited;
 - (e) had significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract with the Province;
 - (f) had a final judgement in respect of a serious crime or other serious offence;
 - (g) engaged 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*;
 - (h) professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Bidder; or
 - (i) failure to pay taxes.
- 5.06 Upon request, the Bidder will provide the Ministry with: (i) a list of individuals who exercise legal and/or operational control over the Bidder; and (iii) a notarized declaration that the Bidder is not an Associated Person in respect of a Disqualified Bidder nor is it in legal or operational control of, nor is it acting in concert with or at non-arm's length with a Disqualified Bidder.
- 5.07 The Bidder may be disqualified from bidding on Ministry contracts for a period of **up to two years** from the date of any of the events in Paragraph 5.05, unless the Bidder demonstrates to the satisfaction of the Ministry that the Bidder is able to successfully complete the Contract and the deficiencies which led to any of the events in Paragraph 5.05 have been corrected.

6. BID SECURITY REQUIREMENT

- 6.01 A Bid Security is mandatory. A Bid Security in the amount of not less than \$5,000 for tenders less than \$250,000, or \$10,000 for tenders greater than or equal to \$250,000 or, the continuous bid deposit may be used as Bid Security. The Continuous Bid Deposit Declaration Form included with the Tender Documents is to be filled in and submitted with the Tender when a continuous bid deposit is to be used. The Bid Security must accompany the Tender and be in the form of a Continuous Bid Deposit Declaration Form, cash, personal money order issued by a financial institution or postal money order issued by Canada Post Corporation, certified cheque or bank/credit union draft, made payable to the 'Minister of Finance'. Personal or company cheques, assignable bonds and notes, bearer bonds and notes or Canada Savings Bonds are not acceptable. No interest is payable on cash forms of security.
- 6.02 Where, due to a revision of the Total Bid Price, an insufficient Bid Security is contained in the Tender envelope, the Tender will not be disqualified if the Bidder submits the deficiency in the Bid Security amount within two business days following the Tender Opening.
- 6.03 Bid Securities will be returned to unsuccessful bidders upon signing of the Contract by the lowest compliant Bidder unless an electronic Bid Security was provided.

7. CONTRACT PERFORMANCE SECURITY REQUIREMENT NOT APPLICABLE

8. BIDDER'S REPRESENTATIONS

- 8.01 It is the Bidder's sole responsibility to ensure that the Bidder has received all Tender Documents. Submission of the Tender by the Bidder is a representation that the Bidder has verified receipt of a complete set of Tender Documents including any and all Amendments to the Tender Documents.
- 8.02 By submission of the Tender, the Bidder confirms they have investigated and are satisfied of any conditions impacting, or that may impact delivery of the Work, including conditions of the Work Site which include but are not limited to grades, nature of the ground, means of access and water supply that may impact the Bidder's ability to perform the Work in accordance with the Tender Documents.
- 8.03 The Bidder further represents by submission of the Tender that the Bidder has made its own investigation and has relied solely upon its own knowledge, information, and judgment, and not upon any statement, representation or information made or given by the Ministry or any of its employees, other than the information contained in the Tender Documents.
- 8.04 Submission of the Tender is deemed by the parties to be conclusive evidence that the Bidder has made such investigations and inquiries as the Bidder determines necessary.

9. TENDER SUBMISSIONS

- 9.01 Tenders must be submitted electronically through BC Bid or in hard copy. Bidders are encouraged to become a registered e-bidding user of BC Bid. Only registered e-bidding users of BC Bid can make electronic Submissions on BC Bid. The Bidder bears all risk associated with delivering its Tender by electronic submission, including but not limited to delays in transmission between the Bidder's computer and BC Bid.
- 9.02 The Tender must be received at the Closing Location by the Closing Date and Time. The Ministry may, by giving notice, amend the Invitation to Tender and extend the Closing Date and Time for receiving tenders.
- 9.03 The Ministry, its employees and agents assume no responsibility for the timely receipt of any tenders.
- 9.04 The Province reserves the right in its sole discretion to:
- (a) disqualify a Tender if the Province is not satisfied that the Bidder is clearly identified;
 - (b) prior to entering into a Contract with a Bidder, request that the Bidder provide confirmation of the Bidder's legal status (or in the case of a sole proprietorship, the Bidder's legal name and identification) and certification in a form satisfactory to the Province that the Bidder has the power and capacity to enter into the Contract; and
 - (c) not enter into a Contract with a Bidder if the Bidder cannot satisfy the Province that it is the same legal entity that submitted the Bidder's Tender.

10. HARD COPY SUBMISSIONS

- 10.01 Hard copy Tenders must be on a completed original or unaltered copy of the Offer Form. Hard copy Tenders are to be submitted in the envelope provided or in an envelope clearly marked with the name and address of the Bidder and the words, **"Tender for insert Project name"** on the envelope.
- 10.02 The Tender must be signed by the Bidder and should bear the date of signing. Witnessing of signatures is not required. If the Bidder is:
- (a) a company, the full company name and the name(s), signature(s) and status of the authorized signing officer(s) must appear on the Tender but affixing the corporate seal is optional;
 - (b) a partnership, all the partners must sign and print their names on the Tender;
 - (c) a limited partnership, one or more of the general partners must sign and print their name(s) on the Tender and include the business name of the partnership (e.g., 'doing business as _____ Limited Partnership');
 - (d) an individual or sole proprietorship, the individual or sole proprietor must sign and print his or her name and, where appropriate, include the name of the sole proprietorship, (e.g., 'doing business as _____').

11. TENDERS COMPLETE AND ALL INCLUSIVE

- 11.01 The Bidder's Tender must be complete and must cover all of the Work specified in the Invitation to Tender and the Tender Documents. Unless otherwise indicated by the Province, all blank spaces on the Tender Offer Form and Total Bid Price grid, if applicable, must be legibly filled in.
- 11.02 The Ministry may reject any tenders that contain any qualifying words, clauses, alterations, or omissions. Corrections to numbers in hard copy Tenders must be initialed by the Bidder.
- 11.03 The Tender must be inclusive of all of the Bidder's fees, overhead, profit, expenses of any kind, cash allowances, contingencies and any taxes (including taxes paid or payable by the Bidder to a supplier) that are in force on the Closing Date, but shall exclude the Goods and Services Tax (GST) and any applicable Provincial Sales Tax (PST) that the Bidder is required to charge the Province as a taxable transaction.

12. ADDENDA AND CLARIFICATION OF TENDER DOCUMENTS

- 12.01 If a Bidder finds any discrepancies, omissions, ambiguities or conflicts among the Tender Documents, or is in doubt as to their meaning, or as a result of the Scheduled Site Visit or the Supplier Meeting, the Bidder must bring them to the attention of the Ministry Representative not less than four business days prior to the Closing Date and Time. A business day means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia.
- 12.02 The Ministry will review the Bidder's question and where the Ministry determines that the information was not clearly specified in the ITT, the Ministry will post a clarifying Addenda on BC Bid, which will thereafter form part of the ITT. Any clarification to the ITT will be posted on BC Bid as Addenda prior to the Closing Date and Time. The Ministry may amend the ITT by issuing an Amendment in BC Bid prior to the Closing Date and Time. Bidders are solely responsible to continually monitor BC Bid on an ongoing basis to keep themselves informed of any Addenda or Amendments.
- 12.03 For Tenders submitted electronically through BC Bid, if a Tender has already been submitted through BC Bid, the Bidder must resubmit its Tender after an Amendment is posted by the Province. The posting of an Amendment will automatically reject the Bidder's Tender from the BC Bid system and the Bidder will need to resubmit its Tender to be considered for this Invitation to Tender.

13. REVISIONS TO TENDERS

- 13.01 Revisions to a hard copy Tender that has already been submitted may be made in writing and delivered by hand, mail or courier to the Closing Location or by email to **insert e-mail address** before the Closing Date and Time. The Bidder is solely responsible for the effective delivery of any email transmission prior to the Closing Date and Time. Revisions should only state the dollar amount by which a numeric figure or unit rate is to be increased or decreased or indicate specific directions as to the exclusion or inclusion of particular words. If a revision is to the dollar amount and it does not state which unit rate is to be increased or decreased, the Ministry will consider the Tender to be incomplete and the Ministry will disqualify the Tender, except in situations where there is only one Tender in which case the Ministry may disqualify the Tender.

Where a Bidder submits multiple revisions to a hard copy Tender, each successive revision will nullify and replace any previous revisions unless the Bidder numbers each revision sequentially and states on each new revision, that the new revision does not nullify previous revisions.

- 13.02 Revisions to an electronic Tender that has been submitted through BC Bid may be made through BC Bid only.
- 13.03 When submitting a revised Tender through BC Bid, the Bidder should ensure that it selects the 'Replacement Submission' option and NOT the 'Alternative Submission' option. The Alternative Submission function on BC Bid allows for multiple Submissions from a single Bidder, which is not permitted in this ITT. In the event the Ministry receives multiple Submissions from a single Bidder through BC Bid, the most recent Submission from the Bidder will be deemed to be the only and single Submission from the Bidder, regardless of multiple Submissions from the same Bidder appearing in the automatically generated unverified bid results document that is published by the Ministry after the Closing Date and Time. For greater certainty, any Submission(s) to this ITT from a single Bidder other than the most recent Submission will be deemed to be withdrawn.

14. VERIFICATION OF TENDER RECEIPT

- 14.01 Any Bidder who submitted a hard copy Tender who wishes to verify that their Tender has been received may do so by telephoning the Ministry representative:
BCTS Business Administrators - (250) 784 1200.
- 14.02 Bidders must state their company name before the information in Paragraph 14.01 can be released. The Ministry may require the Bidder to submit the request in writing on letterhead before releasing such information.
- 14.03 No other information concerning the receipt of tenders will be released under any circumstances prior to the Tender Opening.

15. WITHDRAWAL OF TENDER

- 15.01 Any Bidder wishing to withdraw its Tender prior to the Closing Date and Time may do so by:
- (a) for hard copy Tenders, submitting a withdrawal request letter to the same address to which the Tender was submitted. Upon receipt of the request, the Tender will be returned to the Bidder unopened; or
 - (b) for electronic Tenders submitted through BC Bid, by recalling their Tender in accordance with the process set out in BC Bid.
- 15.02 Withdrawn Tenders cannot be recovered. Tenders cannot be withdrawn after the Closing Date and Time.

16. OPENING AND EVALUATION OF TENDERS

- 16.01 Tenders will be opened ***in private***, and total prices will not be made public until after the Contract is signed with the lowest compliant Bidder.
- 16.02 All tenders will be evaluated in private, including tenders that were opened and read in public.

- 16.03 The Contract will not be awarded at the Tender Opening.
- 16.04 If only one tender is received, the Ministry reserves the right to open the tender in private and if the Total Bid Price exceeds the estimated budget for the Contract, the Ministry may re-tender the Work.
- 16.05 If more than one tender is received from the same bidder, the last tender received, as determined by the Ministry, will be the only tender considered.
- 16.06 The lowest or any other Tender will not necessarily be accepted. The Ministry reserves the right to:
- (a) reject all Tenders;
 - (b) reject a Tender which in the sole opinion of the Ministry is too low to provide the Bidder with adequate resources to perform the Work;
 - (c) refuse award of the Contract to a bidder the Ministry judges to be fully or over committed on other projects; and,
 - (d) accept Tenders for the whole of the Work or may delete any part at its discretion;
 - (e) limit the number of Ministry contracts held at one time by any bidder.
- 16.07 If a Total Bid Price is incomplete, contains an omission, does not fairly represent proper compensation for an item of work to be done, or fails to provide an accurate total price, the Ministry may disqualify the Tender.
- 16.08 If the Tender indicates the requirement for a Total Bid Price on a unit-priced based tender, this is for evaluation purposes only and the unit rates shall take precedence for the Contract. The Ministry will rank submitted compliant tenders from lowest priced to highest priced based on the Total Bid Price or the stated on each tender. The Ministry will:
- (a) check each Extended Amount on the lowest priced compliant Tender to ensure it is the correct product of the quantity and the price per unit; and,
 - (b) check the Total Bid Price to ensure it is the correct sum of the Extended Amounts. Where the Extended Amount or the Total Bid Price of the lowest priced compliant Tender is incorrect, the Ministry will:
 - (c) for each and every incorrect Extended Amount, recalculate the incorrect Extended Amount by using the Bidder's price per unit entered on the Tender; and,
 - (d) will recalculate the Total Bid Price on the Tender using the corrected Extended Amounts; and,
 - (e) where the Total Bid Price is no longer the lowest ranked Tender the Ministry will put the Tender to one side and will continue to review and rank remaining tenders; and,
 - (f) The Ministry will then apply these conditions to the next lowest priced compliant Tender to the extent necessary until a Tender with the lowest Total Bid Price is finally determined.

17. TIE BIDS

- 17.01 In the event that two or more Bidders submit the same Total Bid Price, then the lowest compliant Bidder will be identified through a draw using Random.org.

18. OBLIGATIONS OF LOWEST COMPLIANT BIDDER

- 18.01 Upon receiving a notification of Contract award from the Ministry, the lowest compliant Bidder must sign the Contract and return to the Ministry and provide any additional information required in the notification of Contract award.
- 18.02 No Work shall commence, regardless of the Contract term date, until the Contract is signed by the Province and the obligations set out in the notification of Contract award are fulfilled.
- 18.03 If the lowest compliant bidder does not comply with the requirements of the notification of Contract award within the time specified by the Ministry, the Ministry may, by written notice cancel the Contract award and award the Contract to another bidder, and:
- (a) if there is a Bid Security, make a demand on the Bid Security, which will be either:
 - (i) the difference between the lowest compliant Bidder's Total Bid Price or and the Total Bid Price of the next lowest qualified bidder; or
 - (ii) the amount of the Bid Security, whichever is less; or
 - (b) if no Bid Security was required, the Ministry may pursue any remedy available to it at law or in equity; and
 - (c) the Ministry may give written notice to the lowest compliant Bidder that its eligibility to bid Ministry contracts is pending suspension. If the Lowest Compliant Bidder fails to satisfactorily execute two additional Ministry contracts within the same calendar year, the Ministry reserves the right to disqualify the Lowest Compliant Bidder from bidding on future contracts for a period of two years from the date of the last contract award.
- 18.04 In the event that the Successful Bidder has already started the Work, and is in default under Paragraph 18.02, the Ministry may terminate the Contract or cancel the Contract award, and the Successful Bidder must reimburse the Ministry for all costs, expenses, damages and losses arising out of the Successful Bidder's default.
- 18.05 Where no Bid Security was required but a Contract Performance Security is, the Bidder shall submit one of the financial performance security instruments specified in Paragraph 7.02.
- 18.06 If a contractor signs a planting contract with BCTS and defaults on the contract they will be suspended as follows:
- (a) For the first default the contractor will be suspended Province Wide from bidding on BCTS contracts and renewing Option to Extend planting contracts for one (1) year.
 - (b) For the second default the contractor will be suspended Province Wide from bidding on BCTS contracts and renewing Option to Extend planting contracts for two (2) years.

Suspended contractors will be put on the Corporate Services for the Natural Resource Sector (CSNR) Disqualified Bidders List.

19. INDEPENDENT BIDDING

- 19.01 Bid rigging is a criminal offence under the federal *Competition Act*. The Ministry will **report any suspicion of bid rigging immediately to the Director of Investigation and Research** appointed under the *Competition Act*.
- 19.02 By submission of the Tender, the Bidder certifies that the unit prices and/or the Total Bid Price in the Tender were independently developed without consultation with any other bidder or potential bidder.
- 19.03 Bid rigging between bidders, if proven, will be sufficient cause for rejection of the tenders of all bidders involved in that bid rigging.

20. ENQUIRIES

- 20.01 Enquiries related to this ITT may only be directed in writing to the Official Contact. Information obtained from any other source is not official and should not be relied upon. Information and rules regarding enquiries are set out in the summary details tab of the RFx. Bidders should send questions to the Official Contact before the Enquiries Deadline. Questions received after the deadline may not be answered.

21. OWNERSHIP

- 21.01 The Tender, and all documents submitted as part of the Tender, become the property of the Ministry, and are subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.
- 21.02 The Ministry will be the exclusive owner of all rights to any materials or property produced under the Contract and the Bidder and its agents must not patent, copyright or otherwise claim any rights of ownership to any materials or property produced under the Contract.

22. LIMITATION OF DAMAGES

- 22.01 The Bidder is solely responsible for its own expenses in participating in Invitation to Tender process including costs in preparing a Tender and for subsequent finalizations with the Province, if any. The Province will not be liable to any Bidder for any claims, whether for costs, expenses, damages or losses incurred by the Bidder in preparing its Tender, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

23. EQUIVALENTS

- 23.01 The Tender is based on the materials and products specified in the Tender Documents.
- 23.02 The Ministry will allow equivalents to the materials and products specified in the Tender Documents only if:
- (a) the Bidder submits full descriptive data in writing of any suggested equivalent **NOT LESS THAN FIVE BUSINESS DAYS PRIOR** to the Closing Date and Time; and

- (b) the Ministry approves the suggested equivalent in writing prior to the Closing Date and Time.

24. TAX VERIFICATION LETTER

24.01 As a condition of Contract finalization, the successful Bidder will be required to provide the Ministry with a valid Tax Verification Letter, unless an exception applies as described below.

A Tax Verification Letter will not be required if:

- (a) The Contract is valued at less than CAN \$100,000, including all fees and expenses;
- (b) The Contract is in relation to a government transfer as described in Chapter 21 of the Province of British Columbia's Core Policy and Procedures Manual.

If a Tax Verification Letter is required, the Contract will contain, in addition to all other applicable schedules, a schedule that describes the Tax Verification Letter requirements of the Contract.

25. OPTION TO RENEW – NOT APPLICABLE