Attention purchaser:

If a service contract’s aggregate value is under $75k, the procurement to select a contractor is not required to be posted on BC Bid (see CPPM section 6.3.2 (c) 5); instead, the Province can direct the opportunity to at least three vendors known to be capable of providing the needed services. In addition, the Province can direct an opportunity to only Qualified Suppliers, who have been qualified through a formal Request for Qualifications process for the applicable services. In these cases, a price-based ITQ process may be considered as an alternative to the RFP process (noting that this is true only if the RFQ did not restrict the type of procurement that could be used), using the approved ITQ for Services template.

However, the ITQ for Services template can only be used when ALL of the following applies:

1. The GSA is the form of contract that will be used (Legal Services approval is required for any other type of contract);
2. Schedule A is completely developed and embedded in the ITQ itself, and no changes will be made to it in the final signed contract (with the possible exception of actual start and end dates); and
3. No evaluation applies, as the award will be made to the lowest price that meets all the stated requirements.

This ITQ for Services must not be used when procuring IT licenses with software maintenance, support or installation services. Please consult with IT Procurement/your ministry solicitor on the appropriate procurement process to use.

The template includes blue highlights (instructions that need to be deleted), yellow highlights (information that the author is to add), and grey highlights (options that the author chooses between). **Don’t forget to delete all these highlights before issuing the ITQ for Services!**

**Don’t forget to delete this page before issuing the ITQ for Services!**

|  |  |
| --- | --- |
| no_bpoc_gov_v_pos-feb2012.jpg | PROVINCE OF BRITISH COLUMBIA – **MINISTRY OR BRANCH NAME**  I N V I T A T I O N T O Q U O T E (ITQ)  This is NOT an order  ITQ # INSERT# AND NAME: - Issue Date: DATE – LOCATION |

QUOTATIONS MUST BE RECEIVED **BEFORE 2:00 P.M. (Pacific Time)** ON #######, 201# AT THE FOLLOWING LOCATION:

**MINISTRY OR BRANCH NAME**

ATTN: **CONTACT NAME**

PO BOX **#** STN PROV GOVT

[physical address for courier delivery]

**CITY**, BC **POSTAL CODE**

Location: **STREET ADDRESS**

Fax: (**AREA CODE**) **NUMBER**

(Email: ######### for inquiries only, NOT for Quotation submission)

|  |
| --- |
| **THIS QUOTATION IS SUBMITTED BY:**  NAME OF BIDDER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Be sure to confirm the legal name of the lowest bidder prior to entering into a contract. NOTE THAT IF BIDDER NAME IS UNCLEAR, THE BID MUST BE REJECTED.  ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  SUPPLIER # (IF KNOWN): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  NAME OF Authorized Representative (please print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

## Checklist for Bidders:

1. Read all the terms and conditions.
2. Complete the following pages that make up your quotation (the “Quotation”):

* A signed front cover page of this ITQ (or signed cover page with the ITQ number and information requested in this ITQ front cover page);
* A completed Appendix 1 (Schedule “B”); and
* A completed Appendix 2 (Additional Information Sheet), if attached to this ITQ.

1. Submit the Quotation before the closing date and time set out on the front cover page of this ITQ.
2. Deliver the Quotation by **hand / courier** to the closing location, or by **facsimile transmission** to the fax number, identified on the front cover page of this ITQ, or **electronically via BC Bid** ([www.bcbid.ca](http://www.bcbid.ca)) (if e-bid delivery is applicable to this ITQ).
3. **Quotations must not be sent by email.**

Template Version: July 2, 2013

**Invitation to Quote Terms and Conditions**

1. Bidders must submit a Quotation that complies with the instructions provided as a “Checklist for Bidders” found on the front cover page of this ITQ.
2. By submitting a Quotation in response to this ITQ, the bidder is deemed to have agreed to the terms and conditions of this ITQ, and if selected as the successful bidder, to supply the services listed at the prices quoted in the submitted Quotation on the terms and conditions of the General Service Agreement, including the Schedules embedded in this ITQ document.
3. Quotations will be marked with their receipt time at the closing location. Only complete Quotations received and marked before closing time will be considered to have been received on time. Hard copies of late Quotations will not be considered or evaluated. Electronic Quotations that are received late will be marked late and will not be considered or evaluated. In the event of a dispute, the Quotation receipt time as recorded at the closing location will prevail whether accurate or not.
4. Quotations will remain valid for 30 days from the closing date of this ITQ, 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 as the working language of the Province is English.
9. If a key resource is named in a Quotation, the bidder represents and warrants that the key resource named meets all of the requirements set out in this ITQ.
10. Once an award is made, the successful bidder will be held to its Quotation as of the closing date of the ITQ even if the bidder later alleges a mistake was made in the Quotation.
11. If a bidder discovers that it has made an error in its Quotation, the bidder may forward a correction notice to the Province at the location identified on the front cover page of this ITQ or withdraw its Quotation, but the correction or withdrawal must be received before the closing date and time for the ITQ.
12. Before an award is made, if it appears that an error has been made in a Quotation, the Province 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.
13. The Province 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.
14. The Province 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.
15. It is intended that a contract on the terms and conditions of the General Service Agreement will be issued to the bidder whose Quotation has the lowest fixed price/rate/unit price (as applicable to this ITQ) for the Services. The Province will not be obligated in any manner to any bidder whatsoever until a General Service Agreement has been executed and delivered by both the Province and the successful bidder respecting a Quotation.
16. Neither acceptance of a Quotation nor execution of General Service Agreement will constitute approval of any activity or development contemplated in any Quotation that requires any approval, permit, license or other statutory authority pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.
17. All inquiries related to this ITQ are to be directed to the Province, to the contact person noted on the front cover page of this ITQ. Information obtained from any other source is not official and may be inaccurate. Inquiries and responses may be posted on the BC Bid website ([www.bcbid.ca](http://www.bcbid.ca)) or distributed to all bidders, at the Province’s option.
18. All documents submitted to the Province 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>.

19. While the Province has used considerable efforts to ensure an accurate representation of information in this ITQ, all bidders are urged to conduct their own investigations into the material facts. The Province will not be held liable or accountable for any error or omission in any part of this ITQ.

**GENERAL SERVICE AGREEMENT**

****

To review the terms and conditions that will apply to these services, please refer to the General Service Agreement template found at <http://pss.gov.bc.ca/psb/gsa/gsa_index.html> specific to [choose one of the following options that apply to this ITQ:] “General Services” “Information Technology & Management Consulting Professional Services” or “Financial Review and Assurance Services”.

Schedules A and D embedded in this ITQ document will replace Schedules A and D in the General Services Agreement template for this requirement.

Schedule A is a complete description of the services that the supplier will provide.

Schedule D identifies the minimum insurance requirements that the supplier must meet.

Choose one of the following statements: Schedule E will apply to this General Service Agreement. OR Schedule E does not apply.

Choose one of the following statements: Schedule F identifies the additional terms and conditions that will apply to this General Service Agreement. OR Schedule F does not apply.

Choose one of the following statements: Schedule G will apply to this General Service Agreement. OR Schedule G does not apply.

Schedule B will be completed based upon the Quotation.

**Schedule A – Services**

AUTHOR: DESCRIBE SERVICES REQUIRED IN DETAIL. THE ITQ PROCESS DOES NOT PERMIT ANY NEGOTIATION, REVISION OR ADDITION TO THE SERVICES AS DESCRIBED.

**PART 1. TERM:**

1**.** Subject to section 2 of this Part 1, ***[delete if no extension option to be provided for in 2]*** The term of this Agreement commences on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and ends on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

2. ***[Specify any option to extend the term here or delete.]***

**PART 2. SERVICES:**

The Contractor must:

***[Describe services fully: what supplier must provide, what contractor must do, where, when, how and for/to whom*]**

**Reporting requirements**

***[Describe the report formats, instructions, and frequency required. Reports must include delivery dates and quantities of the outputs.]***

**Key personal**

**[**Delete this heading and information if Key Personnel do not apply. Use this heading ONLY if Appendix 2 is also being used, where the mandatory qualifications and/or minimal experience is described in detail for each named key personnel required. No evaluation of this information is permitted – all such criteria in Appendix 2 are “yes/no” only; if evaluation of key personnel is required, use the RFP template instead. Be sure to fully describe the role(s) of key personnel (by role, if more than one is included) in Part 1 above.]

The following individual(s) will provide all the services described in this Schedule:

[Name(s) to be inserted when finalizing the contract]

OR

The following individuals will provide the services described in Part 1 specific to the role indentified:

* Role: [insert name of role] Name of Individual [to be inserted when finalizing the contract]; and
* Role: [insert name of role] Name of Individual [to be inserted when finalizing the contract];

**APPENDIX 1**

**(Schedule B – Fees and Expenses)**

Complete and submit this Appendix 1, clearly identifying the price(s) proposed for the Services in Schedule A. [Describe how the lowest price bid will be determined – e.g. is it the lowest overall, firm fixed price? The lowest hourly rate? A sample purchase of the unit pricing bid? Etc. This information must be very clear, in order to avoid any disputes over which bidder offered the lowest price.]

Schedule B will be completed during contract finalization to match the information provided in this Appendix 1.

[Choose ONE option below, being sure to match the information provided the Checklist for Bidders found on the front cover page and DELETE the other options.]

Option a)

|  |  |
| --- | --- |
| Firm, fixed, all-inclusive price for all services described in this ITQ and any addenda: | $ |

Option b)

|  |  |
| --- | --- |
| Hourly/Daily\* Rate for all services described in this ITQ and any addenda: | $ |

\* Daily Rates are to be based on a x-hour day.

Option c)

|  |  |
| --- | --- |
| Unit price for all services described in this ITQ and any addenda. | $ |

A “Unit” means [insert definition]

**APPENDIX 2**

[If applicable, describe the additional information that bidders are to provide in their Quotation; this could include a checklist where bidders are to indicate “yes/no” for meeting each of the requirements, or it could be copies of documentation, such as certification. If Key Personnel are part of this process (as described in Schedule A), identify the qualifications and/or minimal experience required (by role, if more than one is required), and tell bidders to name the individual who meets that criteria. Note that all qualifications and/or minimal experience listed are mandatory requirements (i.e. yes/no criteria), and cannot be evaluated on how well a named individual meets the criteria.

If not applicable, delete Appendix 2.

This ITQ Process does not allow for any scoring of submissions; this appendix is only intended as confirmation that specific mandatory requirements have been met (i.e. the information is included and therefore the mandatory is met, or the information is missing and therefore the mandatory is not met). If this information is to be evaluated or scored to determine how well it meets requirements, use the Request for Proposal template rather than the ITQ for Services.]

Bidders responding to this ITQ must provide:

[Insert additional requested information.]

**Schedule D – Insurance**

***[Author: Schedule D must be used without modification (except for inserting or deleting the information contemplated by the instructions below) unless Risk Management Branch has been consulted concerning the modification. All bracketed instructions must be deleted.]***

1. The Contractor must, without limiting the Contractor’s obligations 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 Province:

(a) Commercial General Liability in an amount not less than$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must

(i) include the Province as an additional insured,

1. be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and

(iii) include a cross liability clause.

(b) ***[For Information Technology & Management Consulting Professional Services or Financial Review and Assurance Services, copy and paste section (b) from the applicable GSA template.***

***To determine which, if any, additional types of insurance should be included in this section 1, contact your Ministry’s procurement specialist or Risk Management Branch.* *Then insert requirements for other types of insurance determined to be applicable. Sample clauses for additional types of insurance are set out at:***

[***http://gww.fin.gov.bc.ca/PT/rmb/forms/coiover.stm***](http://gww.fin.gov.bc.ca/PT/rmb/forms/coiover.stm)

***OR contact Risk Management Branch for customized language. If requiring additional insurance in this paragraph (b), replace “.” at the end of paragraph (a) and substitute*** “; and*”.* ***If not requiring additional insurance, delete* “**(b)**”.*]***

2. All insurance described in section 1 of this Schedule must:

(a) be primary; and

(b) not require the sharing of any loss by any insurer of the Province.

3. The Contractor must provide the Province with evidence of all required insurance as follows:

(a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;

1. if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of 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; and
2. despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province 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.

**Schedule F – Additional Terms**

***[Adding additional terms using Schedule F is optional. If additional terms are to be included in the Agreement, they must first be drafted or reviewed by Ministry legal counsel and then can be listed here.***

***If no additional terms will be included, then insert*** “Not applicable” ***under the “Schedule F – Additional Terms” heading above*.]**