

INVITATION TO QUOTE SUPPLY AND DELIVERY OF

Wood Elementary Childcare Play Structures

19-Sep-2025



Pacific Rim School District

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1 INVITATION TO QUOTE

- 1.1 The Board Of Education Of School District No. 70 ("**Purchaser**") invites quotes from qualified suppliers for the supply and delivery of the wooden play structures for the new Childcare Centre at Wood Elementary School, 411 Wood Ave, Port Alberni, BC
- 1.2 Sealed quotes should be clearly marked Wood Elementary Childcare Play Structures attention Alex Taylor, Director of Operations.
- 1.3 Quotes will be received electronically by email to ataylor@sd70.bc.ca by Noon on Oct 20th, 2025. Quotes received after the Closing will not be accepted or considered. Delays caused by any delivery, courier, e-mail, or mail service(s) will not be grounds for an extension of the closing time. Proposals received after the closing time will be disposed of, unopened.
- 1.4 The Quote Forms are contained in this document, and inquiries can be made by contacting Alex Taylor or Jeff Goode, prior to Oct 6th, 2025 , at 4pm:

Alex Taylor, Director of Operations
4930 Maebelle Road, Port Alberni
ataylor@sd70.bc.ca
250-720-5478

with a copy to:

Jeff Goode, Assistant Director of Operations
4930 Maebelle Road, Port Alberni
jgoode1@sd70.bc.ca
250-735-4358

- 1.5 Quotes must be submitted on the following forms which are provided in this Invitation to Quote:
 - a) Quote
 - b) Schedule of Quantities and Prices
 - c) Appendix "A"
- 1.6 The Purchaser reserves the right to clarify any submission. At the Purchaser's option, a failure to include a mandatory form noted above does not render a Quotation incapable of acceptance. This is not a tender, but a call for non-binding quotations.
- 1.7 If the Purchaser determines that an amendment is required to this ITQ, the Purchaser will issue a written addendum and it will be posted in the same manner as this ITQ. The addendum(s) will be incorporated into and become a part of this ITQ. Failure to acknowledge and address all addenda in a quotation may render the Quote invalid. It is the sole responsibility of the Respondents to check for addendum(s) prior to submittal.

2 INFORMATION FOR RESPONDENTS

2.1 Description of the Goods/Services

The "Goods/Services" requires the supply and delivery of building the play structures as seen on the architectural drawings listed in Appendix "A".

2.2 Conditions of Quotation

- a) The quote shall be based upon the whole of the Specifications listed in Appendix "A" to the Quote Form without reservation.
- b) The submitted Quote will consist of one signed copy of the executed offer on the forms provided in this ITQ and clearly marked with the Respondent's name and the project name.
- c) Quotes submitted by fax will not be accepted.
- d) Amendments to the submitted Quote may be made by email if endorsed by the same party who signed the Quote. Amendments by email must only show the amount by which the Quote price shall be increased or decreased and shall be received at least 15 minutes before the Closing.

2.3 Alternatives

NA

2.4 Delivery Location

All goods shall be delivered to Purchaser, at 411 Wood Ave, Port Alberni, BC

2.5 Additional Terms and Conditions

This ITQ will be subject to the additional terms and conditions set out in Schedule "B".

2.6 Comparison of Quotes

- a) The quantities stated herein are given for the purpose of providing a uniform basis for comparison of Quotes. Payment will be made on actual quantities ordered and delivered in accordance with the contract/purchase order ultimately entered into by the Purchaser and the successful Respondent.
- b) If applicable, in the case of errors in the calculation of prices, the unit price shall govern.
- c) In evaluating Quotes,
 - i. the lowest or any quote will not necessarily be accepted

2.7 ITQ Process Not Binding

This ITQ process is not intended to, and will not, create a formal, legally binding procurement process. Instead, this process will be governed by the law applicable to direct commercial negotiations. Without limiting the foregoing:

- a) this ITQ will not give rise to any "contract A" based tendering law duties or any other legal obligations arising out of any procurement process contract or collateral contract;
- b) neither the Respondent nor the Purchaser will have the right to make any claims (in contract, tort or otherwise) against the other with respect to the award made under this ITQ, failure to award a contract, evaluation or failure to consider or honour a Quote submitted in response to this ITQ, or any other claims based on a breach of "contract A" or other tendering law duties or obligations; and
- c) this ITQ process is intended to identify prospective suppliers for the purposes of negotiating a potential contract/purchase order. No legal relationship or obligation regarding the provision of any goods or services is or will be created between the Respondent and the Purchaser by this process until the successful negotiation and execution of a contract/purchase order.

2.8 Respondents bear own costs

Respondents submit Quotes solely at their own cost and risk, including with respect to:

- a) reviewing the ITQ, including addenda;
- b) preparing and submitting any Quote;
- c) responding to requests for clarification and verification; and
- d) participating in any meetings; due diligence activities, demonstrations, presentations, interviews, discussions, negotiations and any other activities in relation to this ITQ process.

Except as otherwise provided in this ITQ, the Purchaser will not be liable to pay any costs or expenses of any Respondent or to reimburse or compensate a Respondent under any circumstances, regardless of the outcome of this ITQ.

SCHEDULE "A"

INSURANCE REQUIREMENTS

1. The Respondent shall, at its own expense, provide and maintain the following insurance in a form acceptable to the Purchaser with an entity duly registered and authorized to conduct insurance business in the Province of British Columbia:

(a) **Commercial General Liability Insurance**

- (i) Commercial General Liability Insurance policy covering losses to a third party for bodily injury or death, property damage, and unlicensed vehicle and attached equipment operations;
- (ii) this shall be an occurrence-based policy with a \$2 million minimum limit;
- (iii) where the delivery of the Goods/Services includes service delivery and not merely delivery of goods, the Purchaser shall be named as an additional insured;
- (iv) the policy shall contain a separation of insureds, cross liability clause in its conditions;
- (v) the policy shall provide that no cancellation or material alteration in the policy shall become effective until 30 days after written notice of such cancellation, or alteration has been given to the Purchaser; and
- (vi) the Respondent shall provide the Purchaser with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies. Every certificate, or certificates of insurance shall include, certification by the insurance agent or the insurer that the certificate of insurance specifically conforms to all of the provisions required herein.

If waived in writing by the Purchaser, the Purchaser will not be liable for any loss or damage caused by the Purchaser's tortious or wrongful acts nor will the Purchaser defend or indemnify the Respondent for such acts. The Respondent understands and agrees it is solely responsible for its defence costs and damages arising.

(b) **Property Insurance**

Notwithstanding anything contained elsewhere herein or within this Contract, it is understood and agreed that the Purchaser will not be liable for any loss or damage to the Respondent's equipment including loss of use thereof. Each and every policy insuring the Respondent's equipment to be used with respect to the Goods/Services shall contain a waiver of subrogation clause in the favor of the Purchaser.

2. The Respondent shall require that any and all of its subcontractors provide evidence of comparable insurance in the name of the subcontractor to that set forth under this schedule.
3. Maintenance of such insurance and the performance by the Respondent of its obligations under this schedule shall not relieve the Respondent of liability under the indemnity provisions set forth in this Contract, nor shall it limit the Respondent's liability to the limits of any insurance policy.
4. The Purchaser may take out and maintain the insurance described above at the cost of the Respondent if the Respondent is in default of its obligations under this schedule.

QUOTE FORM

Terms of Quote

Submitted to the Board Of Education Of School District No. 70

We _____
Print Name(s)

Of: _____
Full Legal Name of Respondent

having examined the ITQ including the Quote Form, Schedule of Quantities and Prices, Schedule A and Appendix A, hereby offer to engage in negotiations with the Purchaser to perform the work and supply the goods and services listed in the attached Appendix "A" and as may be further described in the ITQ on the basis of the price shown in the attached Schedule of Quantities and Prices.

It is understood that this Quote is open for acceptance within 60 days of the date hereof. Prior to the quote closing date, this Quote may be withdrawn by us, for any reason without penalty.

We agree to deliver the Goods and Service in compliance with the required schedule stated in the ITQ.

We agree that the Purchaser is not bound to accept the lowest or any Response. Further, we agree that this ITQ does not give rise to any "Contract A" based tendering law duties or any other legal obligation arising out of any procurement bidding process contract or collateral contract; and, as described in the ITQ, we will have no right to make any claims (in contract, tort or otherwise) against the District with respect to the award of a contract, failure to award a contract, evaluation or failure to consider or honour a quote submitted in response to this ITQ, or any other claims based on a breach of "Contract A" or any other tendering law duties or obligations.

We certify that we are familiar with this ITQ and that we have received and are familiar with the following Notices/Addenda:

_____ Dated: _____

_____ Dated: _____

We acknowledge that the failure to acknowledge and address all addenda may render the Quote invalid.

Signatures:

Respondent _____

Signature _____

Name and Title _____

Dated the _____ day of _____, 20__.

SCHEDULE OF QUANTITIES AND PRICES

The Respondent agrees that the prices quoted herein provide for the supply and delivery of the play structures for the new Child Care Centre at Wood Elementary, 411 Wood ave, Port Alberni, BC, as required in the ITQ.

No other payment will be made to the Respondent, except for extra work or changed work agreed to in writing by the Purchaser and the Respondent in accordance with the contract to be entered into between them.

Prices include all applicable fees and taxes.

It is understood and agreed that the quantities stated herein are given for the purpose of providing a uniform basis for the comparison of Quotes.

Show GST & PST separately in the table.

ITEM	PRICE	QUANTITY	COST
Procure, build and install the "playhouse" in the 3-5 YO play area as described on the architectural drawings	\$		\$
Procure, build and install the "long log house" in the 3-5 YO play area as described on the architectural drawings			
Procure, build and install the "playhouse" in the Toddlers play area as described on the architectural drawings			
Procure, build and install the "sandbox" in the Toddlers play area as described on the architectural drawings			
		DELIVERY	
		LEVIES AND FEES	\$
		PST	\$
		GST	\$
		TOTAL QUOTE	\$

Appendix A

See attached PDF Document for Architectural and structural drawings and specifications.