



Invitation to Quote

Page 1 of 3

Ministry of Forests, Lands and Natural Resource Operations

Two All-Steel Portable Bridges (Port Alberni) Issued: 2012/10/01

This is NOT an Order

** Revised **Solicitation Number
ITQ-003753Original Publish Date
2012/10/01Close Date & Time
2012/10/10 14:00Time Zone
Pacific Time

All dates are yyyy/mm/dd

Legal Company Name

Pacific Industrial Equipment

DBA(if applicable)

Address

5105 Trunkway Rd

City

Duncan

Prov

BC

Postal

V9L 6Y1

Supplier # (if known)

Phone

250-746-7272

Fax

250-746-7271

Print/Submit completed form. Must be
received before closing date/time at
Purchasing Services
PO Box 9476 STN PROV GOVT
Victoria, B.C., V8W 9W6

Location c/o 2nd Floor 563 Superior Street
Phone (250) 387-7300
Fax (250) 387-7309 or 387-7310
Purchasing Agent Trapler, Len

Bids may be submitted by fax. Bids or proposals submitted by e-mail cannot be accepted in response to this Invitation to Quote. Bids submitted by e-mail will not be considered.

Note: Any changes or updated information regarding this ITQ/Bid Opportunity will only be posted on the BC Bid website at <http://www.bcbid.ca>. Bidder(s) are advised to check the website daily, as it is the supplier(s) responsibility to ensure that they have the most recent version.

Item #	Quantity	Unit	Description	Bid Qty/UOM	Unit Price	Amount
1	1	Each	PC 001 All-Steel Portable Bridge as per the attached Requirements & Specifications which form part of this Invitation to Quote			
2	1	Drum	PC 002 All-Steel Portable Bridge as per the attached Requirements & Specifications which form part of this Invitation to Quote			

Does the product or service offered fully meet the required description and/or specifications? Yes/No *yes*

Continued...

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Identify make and model offered and attach descriptive literature and/or specifications. Throughout this ITQ, terminology is used as follows: "Must", "Mandatory" a requirement that must be met in an unaltered form in order for the quote to receive consideration.

Ship To:

Ministry of Forests, Lands and Natural Resource Operations

See Attached

THIS SECTION MUST BE COMPLETED BY THE POTENTIAL SUPPLIER

The undersigned agrees to be bound by the terms & conditions of this ITQ and to supply the items listed at the prices quoted. If a purchase order is issued by the Province to the undersigned, the undersigned will be bound by and will comply with the terms & conditions contained in the ITQ and the purchase order which will constitute the full and complete agreement between the parties.

Pricing will be firm for 90 days unless otherwise specified by the supplier.

GROSS TOTAL \$ 171,798.00
164,634.00

DEDUCT DISCOUNTS

SUB TOTAL 171,798.00
164,634.00

ADD HST \$ 20,615.52
19,756.08

NET TOTAL \$ 192,413.52
184,390.08

Authorized Official (please print)

Glen Major

Signature



Date

Oct 5/12

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Legal Company Name Rapid Span Structures Ltd

DBA(if applicable) _____

Address 1145 Industrial Drive

City Armstrong Prov BC Postal VOE 1B6

Supplier # (if known) 183962004

Phone 250-546-9676 Fax 250-546-9066

**Print/Submit completed form. Must be received before closing date/time at Purchasing Services
PO Box 9476 STN PROV GOVT
Victoria, B.C., V8W 9W6**

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2	1	Drum	PC 002 All-Steel Portable Bridge as per the attached Requirements & Specifications which form part of this Invitation to Quote	/	S21	S21

Does the product or service offered fully meet the required description and/or specifications? Yes/No Yes

Continued...

1. 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 accepted or considered. 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 shall prevail whether accurate or not.
2. If a potential supplier discovers that it has made an error in its quotation, the supplier may forward a correction notice to the Province at this office, but it must be received prior to the closing date and time for the ITQ.
3. When quotations have been received and an award made, the successful supplier will be held to its quotation as of the closing of the ITQ irrespective of subsequent representation that mistakes have been made in the quotation originally submitted.
4. Notwithstanding paragraph 3 above, if it appears that an error has been made in a quotation, the Province may, in its sole discretion, before awarding an order, communicate with the potential supplier to ascertain if it will supply at the quoted price or withdraw the quotation. If the potential supplier is permitted to withdraw its quotation, the potential supplier will not be considered on this ITQ.
5. The Province reserves the right to award this order in part or in full, on the basis of quotations received unless the potential supplier specifies that its quotation is valid only for the complete order.
6. Lowest or any quotation will not necessarily be accepted.
7. Potential suppliers must refer to the ITQ number in all correspondence.
8. Potential suppliers must comply with all applicable laws.
9. The Province may consider and evaluate any quotation/bid 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.
10. Potential suppliers are solely responsible for their own expenses, if any, in preparing an ITQ and subsequent negotiation with the Province, if any.
11. All inquiries related to this ITQ are to be directed to the Province, at the Purchasing Services as noted on the ITQ. Information obtained from any other source is not official and may be inaccurate. Do not contact the Ministry/Agency involved. Inquiries and responses may be distributed to all potential suppliers at the Province's option.
12. All documents submitted to the Province are subject to the disclosure provisions of the FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT. The Province will routinely release the name of the successful supplier, and total Purchase Order value. For further information about Freedom of Information please contact (250) 387-7300.
13. The Province will not be obligated in any manner to any potential supplier whatsoever until a Purchase Order has been issued by the Province respecting a quote.
14. The working language of the British Columbia Government is English and all quotations must be submitted in English.

1. The terms and conditions contained on this Purchase Order and the ITQ (under which this Purchase Order is issued) will constitute the full and complete agreement between the parties (the "Agreement").
2. The Contractor must promptly notify the Province, at the Purchasing Services as noted on the ITQ if the order cannot be filled.
3. The Province reserves the right to cancel this Agreement, if promised or specified delivery is not met or if goods or services fail to meet specification requirements. Over shipments against this order may be returned with all freight charges to the Contractor's account. Order numbers must be shown on all invoices, packing slips and packages. Shipments must be accompanied by a properly completed delivery slip.
4. The Province has the right of inspection and approval. Inspection by the Province of advance samples shall not constitute final acceptance and the Contractor will remain bound by any warranties set out in the specification requirements. No substitutions are permitted unless previously agreed to by the Province and confirmed in writing.
5. The Contractor must indemnify the Province against any claim of any person, firm, or corporation alleging that the sale by the Contractor to the Province hereunder constitutes an infringement of patent rights, copyright or any other intellectual property rights.
6. The Contractor is an independent contractor and must indemnify, protect, and save harmless the Province its agents, employees, successors and assigns from any and all damage, liabilities and claims of whatsoever nature arising out of the furnishing by the Contractor, its agents or employees, of the materials and/or performing of the services covered by this order or incidental or ancillary thereto.
7. The Contractor must not change prices, terms or conditions without the prior written permission of the Purchasing Agent as noted on this Purchase Order.
8. The Agreement is governed by the laws of the Province of British Columbia.
9. Notwithstanding any other provision of the Agreement, the payment of money by the Province to the Contractor under the Agreement is subject to:
 - a) there being sufficient monies available in an appropriation, as defined in the FINANCIAL ADMINISTRATION ACT, RSBC 1996 Chapter 138, as amended from time to time (the "Act"), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due under this Agreement, to make that payment; and
 - b) Treasury Board, as defined in the Act, not having controlled or limited expenditure under any appropriation referred to in subparagraph (a) of this paragraph.
10. The Contractor must not provide any goods or services to any person which in the Province's reasonable opinion could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's obligations to the Province under the Agreement.
11. Time will be of the essence in this Agreement.
12. The Contractor must comply with all applicable laws in providing the goods/services specified.
13. Payment terms are subject to the Province of British Columbia's interest on overdue accounts payable regulations.
14. The Province is dedicated to successful negotiation with the Contractors to resolve any conflict arising in the performance of this Agreement. In the event of unsuccessful informal negotiations however, the following clause applies:

All disputes rising out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, will be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to its Rules of Procedure.

The place of arbitration will be Vancouver, British Columbia, Canada.