



THE CORPORATION OF THE DISTRICT OF OAK BAY

**2167 OAK BAY AVENUE,
VICTORIA, B.C.V8R 3G2**

**INVITATION TO QUOTE
FOR
SUPPLY AND DELIVERY OF**

**TOWABLE DEBRIS/LEAF VACUUM/TRUCK
LOADER**

ITQ NUMBER: OBPW 21-2021

ITQ CLOSING DATE: **November 03, 2021**

ITQ CLOSING TIME: **2:00 PM Local Time**

COPIES: Submit one (1) signed PDF electronic copy of the Quotation to the Contact Person by email, as described in Section 6.

CONTACT PERSON: Kevin Evans
Procurement Advisor
Email Address: purchasing@oakbay.ca

ALL INQUIRIES MUST BE SUBMITTED IN WRITING TO THE CONTACT PERSON

1.0 INTRODUCTION

The Corporation of the District of Oak Bay (“District”) invite interested suppliers to submit quotations (“Quotations”) for the supply of the product(s) described in Appendix A.

The District requires The Corporation of the District of Oak Bay (District) invites quotes from qualified bidders for the supply and delivery of one (1) - towable debris/leaf vacuum/truck loader

2.0 SPECIFICATIONS

The specifications for the Products set out in Appendix A are the minimum specifications the Purchaser would like the Products to meet. Suppliers should submit Quotations that meet or exceed these minimum specifications.

3.0 TERMS AND CONDITIONS

- (i) Quotations will be subject to the purchase order terms and conditions of the District of Oak Bay (the “Terms and Conditions”).
- (ii) Delivery requirements for the Products will be provided in any Purchase Order issued as a result of this Invitation to Quote (“ITQ”).
- (iii) Respondents are strongly discouraged from including their own terms and conditions in Quotations. The District reserves the right to reject a Quotation that contains any such respondent terms and conditions or any other terms unacceptable to the District.

4.0 INQUIRIES

All inquiries concerning this ITQ, including without limitation questions related to discrepancies, omissions, ambiguities and conflicts should be made in writing to the contact person designated on the first page of this ITQ (“Contact Person”).

5.0 FORM OF QUOTATION

Respondents should submit completed Quotations comprised of:

- (i) the Spreadsheets embedded in Appendix A; and
- (ii) the Quotation Form attached as Appendix B.

Quotations not meeting the submission requirements, stated in this section, may be rejected by the District. In addition, Quotations should be signed by an authorized signatory of the respondent. Quotations that are not signed may, at the discretion of the District, be rejected.

6.0 SUBMISSION INSTRUCTIONS

- (i) Respondents must submit Quotations **via e-mail**, to the Contact Person at the e-mail address indicated on the first page of this ITQ on or before **November 03, 2021 at 2:00 PM** (“Closing Time”).

- (ii) Respondents should provide one (1) signed PDF copy of the Quotation.
- (iii) Respondents submitting quotes via e-mail are encouraged to limit file names to fifty (50) characters and to avoid using special characters (including, not limited to; ~, #, %, &, *, {}, \, <, >, /, |, ").

7.0 QUOTATION PRICE

Quotations should cover all costs of the respondent for providing the Products in accordance with the Terms and Conditions. Prices quoted should be DDP (Incoterms 2010), the Purchaser's receiving dock and include any applicable duties, but exclude GST and PST.

If there are any discrepancies in a respondent's Quotation between the unit prices and the extended totals the unit prices will be deemed to be correct and the District may make corresponding corrections to the extended totals and total prices. If there are any omissions, the District may reject the Quotation.

8.0 DURATION OF QUOTATIONS

Quotations will remain fixed and be open for acceptance by the Purchaser for sixty (60) calendar days following the Closing Time.

9.0 SUPPLIER'S QUALIFICATIONS

By submitting a Quotation, a respondent represents that it has the expertise, qualifications, resources and relevant experience to supply the Products. The bidder may not claim, after submission of a quote, that there was a misunderstanding with respect to the conditions imposed by the documents. No verbal agreement made or conversation at any time with any officer or employee of the District shall effect or modify any of the terms or obligations herein stated, nor be any representation or warranty

10.0 ACCEPTANCE OR REJECTION BY THE DISTRICT

A Quotation will be an offer to the Purchasers which the District may accept at any time (subject to Section 8.0 [Duration of Quotations]) by issuing a written purchase order to the respondent.

The District may at its absolute discretion accept a Quotation, reject any or all Quotations, or enter into negotiations with the respondent with respect to the terms of its Quotation or any other matter related to this ITQ. The lowest or any Quotation will not necessarily be accepted. The District reserves the right to award individual items from any quote at its absolute discretion.

If the District accepts a Quotation, such acceptance will create a contract comprised of:

- (a) the purchase order issued by the Purchaser;
- (b) the Quotation;
- (c) Appendix A; and
- (d) the Terms and Conditions.

11.0 NO OBLIGATION TO ACCEPT

The District is under no obligation to enter into any contract for the supply of the Products from any respondent described in a Quotation.

12.0 NO TENDER

This ITQ is not a tender. The District may negotiate changes to any terms of a Quotation with one or more respondents, including without limitation prices and terms and conditions in Appendices A and B, and may invite prices from other suppliers who have not submitted quotations.

13.0 PROPONENT'S EXPENSES

Respondents are solely responsible for their own expenses incurred in preparing and submitting Quotations, for attending any meetings, negotiations or discussions with the District, or their representatives and consultants, relating to or arising from this ITQ. The District will not be liable to any respondents for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by any respondent in preparing and submitting a Quotation, or participating in negotiations for a contract, or any other activity related to or arising out of this ITQ.

14.0 CONFIDENTIALITY

All Quotations become the property of the District and will not be returned to the respondents. All Quotations will be held in confidence by the District except as required by law.

15.0 RISK REGARDING ELECTRONIC COMMUNICATIONS

Respondents are responsible to ensure their Quotations are received by at the specified e-mail address by the Closing Time. The District will not be responsible for ensuring the Districts' email system is in working order, able to receive transmissions, or not engaged in receiving other transmissions such that a respondent's transmission cannot be received. The District will have no liability to any person if an email communication or transmission is not received by the District, or is received in less than its entirety or is not received in a timely way or by a time specified in this ITQ. Respondents are solely responsible for ensuring their Quotations are received by the District.

All email communications with, or delivery of documents to, the Contact Person will be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person's electronic equipment.

16.0 TRADE AGREEMENTS

The District is subject to the terms and conditions of the Canadian Free Trade Agreement and the NEW WEST PARTNERSHIP TRADE, AGREEMENT.

This ITQ is ALSO subject to Chapter Five of the Canadian Free Trade Agreement.

17.0 ADDITIONAL INFORMATION REQUESTED

Bidders are asked to provide information for all models that are more powerful than the model specified. The specifications provided are minimum specifications.

Bidders are asked to provide a list of all options available for the model bid. The District may chose to add options to enhance the value of the unit.

**APPENDIX A
PRODUCT SPECIFICATIONS AND FORMS**

One Towable Debris/Leaf Vacuum/Truck Loader

| | |
|----------------------------|--|
| Application | Municipal leaf collection & disposal program for the District of Oak Bay. |
| Equipment | Tow type debris/leaf vacuum Self-contained power (state Tier certification if diesel) Full control and monitoring functions on board CFM required- 22,000 (minimum.) Flexible intake hose (state size) Directional exhaust ducting (state size) Pintle ring tow hitch Fully street legal & able to licensed in the Province of B.C 2 wheel brakes with breakaway feature |
| Service Manual | Service manual and one CD service manual or internet access |
| Warranty and Warranty Work | State standard and any optional warranty. State warranty service location nearest to Oak Bay Public Works. |
| Critical Spares | Include a list of critical spare parts and indicate if parts are normal dealer stock or factory order. Provide lead times. |
| Delivery | State delivery time on "Quantity of Schedule and Prices". |
| Training | Operator training at the District of Oak Bay. |
| Safety | At time of delivery, unit must meet or exceed all Federal, Provincial and local health, safety, lighting, noise and emission regulations |
| Delivery | Unit is to be delivered to Oak Bay Public Works Department, 1771 Elgin Road, Victoria, B.C. V8R 5L7 Delivery Costs are to be included in quoted cost in Price Form. |

1.0 PRICE FORM – TO BE COMPLETED BY VENDOR

| ITEM | PRICE- each | QUANTITY | COST |
|--|-------------|-----------|------|
| Towable debris/leaf vacuum/truck loader As per the specifications | \$ | 1 | \$ |
| | | PST | \$ |
| | | GST | \$ |
| | | TOTAL BID | \$ |

***State Delivery Time in Calendar Days Upon Receipt of Order: _____ Days**

APPENDIX B
QUOTATION FORM

INSTRUCTIONS: THE QUOTATION MUST BE SUBMITTED IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 6 OF THE ITQ.

ITQ Number: OBPW 21-2021

ITQ Name: Supply and Delivery of One Towable Debris/Leaf Vacuum/Truck Loader

SUBMITTED BY:

- 1) I/We, the undersigned, having received and carefully reviewed the Invitation to Quote (the "ITQ") including the Terms and Conditions, as defined in the ITQ and Product Specifications attached as Appendix A to the ITQ and submit this Quotation in response to the ITQ.
- 2) I/We offer to provide the Products to the Purchaser for the total price listed in this Quotation, plus applicable PST/GST, which offer may be accepted by the Purchaser at its discretion.
- 3) I/We confirm that this Quotation will be open for acceptance for the number of days following the Closing Time as specified in the ITQ.
- 4) If this offer is accepted by the District, said offer and acceptance will create a contract as described in:
 - (a) the purchase order issued by the Purchaser;
 - (b) this Quotation;
 - (c) the Product specifications set out in Appendix A [Product Specifications and Forms] of the ITQ; and
 - (d) the Terms and Conditions

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This Quotation is submitted this ____ day of _____, 2021 in response to ITQ # OBPW 21-2021 for
SUPPLY AND DELIVERY OF ONE TOWABLE DEBRIS/LEAF VACUUM/TRUCK LOADER

Company: _____

Address: _____

Authorized Signature: _____

Name: (print) _____

Title: _____

Telephone/Fax: _____

Email address: _____