



**TOWN OF SIDNEY**

**ONE NEW (MODEL YEAR 2022) OR 2021 (DEMO MODEL)  
CREW CAB 4WD MID / FULL SIZE (1/2 TON) PICK-UP**

**CONTRACT NO. 2022-012**

**TOWN OF SIDNEY**

**CONTRACT NO. 2022-012**

**INVITATION TO TENDER**

The Town of Sidney invites Tenders for a Contract to supply one new (model year 2022) or 2021 (Demo model) Crew Cab 4WD Mid / Full Size (1/2 Ton) Pick-Up Truck as described in the Tender Form and Specifications.

Tenders clearly marked "Tender – Contract No. 2022-012" addressed to the Director of Corporate Services, will be accepted until:

**Tender Closing Date: Thursday August 4, 2022.**

**Tender Closing Time: 3:00 p.m. local time**

Tenders will be accepted in person, by mail, or by email.

Due to COVID-19 there will be no public opening; bidders will be notified of the results.

Tenders submitted via email are to be sent to [tenders@sidney.ca](mailto:tenders@sidney.ca) Indicate "**2022-012 Crew Cab 4WD Mid / Full Size Pick-Up Truck**" in the subject line.

Email tenders must be submitted as one PDF virus-free file no larger than 20 Mb.

**END OF INVITATION TO TENDER**

**TOWN OF SIDNEY**

**CONTRACT NO. 2022-012**

**INSTRUCTIONS TO TENDERERS**

The Town of Sidney invites Tenders for a Contract to supply **one new (model year 2022) or 2021 (Demo model) Crew Cab 4WD Mid / Full Size (1/2 Ton) Pick-Up** according to the terms and conditions of these Tender Documents.

**1.0 SUBMISSION OF TENDERS:**

**1.1 Use of Contract Form:**

Tenderers must submit their Tenders by completing the blanks in the attached Tender Form, to specify the price, the delivery date, and other required information. The Tender must be completed in full.

Tenderers must execute the Tender under seal (if a company with a seal).

Completed Tenders may be sent electronically, or mailed/delivered in a sealed envelope clearly marked "**TENDER – CONTRACT NO. 2022-012**", and addressed to:

tenders@sidney.ca

OR

Director of Corporate Services  
Town of Sidney  
2440 Sidney Avenue  
Sidney, B.C., V8L 1Y7

All tenders must be *received* by the Town no later than 3:00 p.m. local time Thursday, August 4<sup>th</sup>, 2022 (the "Closing Time").

Tenders received after that time will not be opened and are invalid.

**1.2 Tender Opening:**

There will be no public opening and bidders will be notified of the results as soon as the analysis is complete.

**1.3 Materials:**

Where the Tender specifies a particular material be used, that material must be used or else the Tenderer must specify the equivalent substitute material which will be used.

## **INSTRUCTIONS TO TENDERERS CONT'D.**

### **1.4 Conditions Governing Tender Evaluation:**

The lowest or any Tender will not necessarily be accepted. The Town reserves the right, in its sole discretion, to waive any incompleteness, informality, addition or irregularity in any Tender, to reject any or all Tenders (including where all Tender prices exceed budget), and to accept any Tender the Town considers most favourable to the Town's interests having regard to the price, the equipment, the delivery, the warranties, the availability of servicing, and other matters which the Town in its sole discretion may consider.

The Tenderer understands and agrees that it has no rights or claims whatsoever against the Town in the event that its Tender is not accepted and the Contract not entered into.

### **1.5 Amendments and Revisions:**

Written amendments or revisions to the Tender are acceptable, but only if received prior to the Closing Time and only if submitted in accordance with Section 1.6 hereof. Once submitted, no Tender may be withdrawn.

### **1.6 No Faxed Tenders:**

Tenders must be mailed, delivered or sent by email to [tenders@sidney.ca](mailto:tenders@sidney.ca). Faxed Tenders are invalid.

### **1.7 Issuance of Addenda:**

The Town may issue written Addenda to the Tender Documents, changing, clarifying or interpreting the Tender Documents. Changes to or clarifications or interpretations of the Tender Documents are effective only if made by an addendum issued by the Town. Any other information or change is ineffective and does not bind the Town.

### **1.8 Extension of Time:**

The Town may, in its sole discretion, extend the Closing Time by an addendum issued not less than five (5) days before the Closing Time.

### **1.9 Tenderer's Responsibility:**

It is the sole responsibility of the Tenderer to obtain a change to, clarification or interpretation of the Tender Documents if:

- (a) any information necessary for a full and clear understanding of the Tender is absent from the Tender Documents;
- (b) any conflict or error appears in the Tender Documents; or
- (c) the Tenderer is aware of any facts or conditions which conflict with the Tender Documents.

## **INSTRUCTIONS TO TENDERERS CONT'D.**

### **1.10 Enquiries:**

All enquiries for clarifications or interpretations of the Tender Documents must be sent to [tenders@sidney.ca](mailto:tenders@sidney.ca). Enquiries valid only if received by the Town.

Enquiries must be received at least 3 business days prior to the Closing Time. No addendum will be issued less than 2 business days prior to the Closing Time.

### **1.11 Addenda Become Part of Tender Documents:**

Addenda issued pursuant to these instructions become part of the Tender Documents and therefore part of the Tender, as provided for in the Contract.

### **1.12 Irrevocability of Tenders:**

Tenders are irrevocable and open for acceptance by the Town for 60 days after the Closing Time, even if the Town within that time accepts another Tender.

### **1.13 Acceptance of Tender:**

Acceptance of a Tender will be communicated by the Town to the successful Tenderer in writing.

### **1.14 Formation of Contract:**

Within three weeks of notifying the successful Tenderer of the Town's acceptance of their offer, the Town will execute and deliver the Contract Documents, possibly in an amended form as detailed below.

### **1.15 Negotiations with Tenderer:**

The Town reserves the right, after communicating its acceptance of a Tender, to negotiate minor amendments with the successful Tenderer and despite such negotiations, the Tender of the successful Tenderer remains irrevocable in the form submitted.

**END OF INSTRUCTIONS TO TENDERERS**

**TOWN OF SIDNEY**

**CONTRACT NO. 2022-012**

**TENDER DOCUMENTS**

**BETWEEN:**

**TOWN OF SIDNEY**  
2440 Sidney Avenue,  
Sidney, B.C.  
V8L 1Y7

(the "Town")

**AND:**

\_\_\_\_\_  
(name, including incorporation number and jurisdiction of  
incorporation if a corporation)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(telephone number)

\_\_\_\_\_  
(fax number)

(the "Supplier")

**WHEREAS:**

- A. The Town requires one new (model year 2022) or 2021 (Demo model) Crew Cab 4WD Mid/Full Size (1/2 Ton) Pick-Up and the Supplier is willing to sell such to the Town;

**NOW THEREFORE** in consideration of the payments and promises contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by both parties), the parties agree as follows:

**TRUCK:**

- 1.0** The Supplier will sell one new (model year 2022) or 2021 (Demo model) Crew Cab 4WD Mid / Full Size (1/2 Ton) Pick-Up according to the terms and conditions of these Tender Documents. The Town will buy the Truck from the Supplier on the Terms and Conditions of this Agreement.

## **TENDER DOCUMENTS CONT'D.**

### **ACCESSORIES:**

- 2.0 The Supplier agrees that the Truck will be delivered complete with those parts and accessories specified in Appendix "A" of this Agreement.

### **PRICE:**

- 3.0 The Supplier will sell the Truck for the total price of \$\_\_\_\_\_ (the "Price"), in Canadian Dollars. The above price shall include goods and services tax, excise taxes, duties, social services taxes and all other taxes, charges and assessments, including shipping and handling costs.
- 4.0 If the Supplier is not registered for the purpose of remitting British Columbia Social Service tax (in which case the Supplier will pay the tax directly), then the Supplier will provide the Town, at the time of delivery of the Truck, with its cheque in the amount of that tax.

### **DELIVERY:**

- 5.0 The Supplier will deliver the Truck to the Town of Sidney Community Safety Building, located at 2245 Oakville Ave, Sidney, B.C.
- 6.0 The Supplier will deliver the Truck at the date stated in Appendix "A" (the "Delivery Date") and the Supplier acknowledges and agrees that this date is of the essence in this Agreement.
- 7.0 The Supplier will be solely responsible for all risks connected to the Truck during delivery, including, without limiting the generality of the foregoing, risk of theft, loss, damage, deterioration and all consequential losses to the Truck and otherwise. The risk passes to the Town upon actual possession of the Truck being accepted by the Town pursuant to Section 8.

### **ACCEPTANCE:**

- 8.0 The Town has 5 days from the date of delivery of the Truck to inspect the Truck. The Town will not be required to accept the Truck if:
- (a) the serial number on the Truck does not match the one shown on the documentation for the Truck;
  - (b) the Truck does not pass the commercial vehicle inspection required by the Province of British Columbia prior to vehicle registration;
  - (c) the Truck is not fit for the purpose for which it is intended; or
  - (d) the Truck is not of merchantable quality.

The Town will communicate its acceptance of the Truck by written notice to the Supplier, and the date on which that notice is deemed delivered shall be the "Acceptance Date".

## **TENDER DOCUMENTS CONT'D.**

### **PASSING OF TITLE:**

- 9.0. Title to the Truck passes to the Town on the Acceptance Date.

### **PAYMENT:**

- 10.0 The Town shall pay the full contracted price no later than 30 days after the Acceptance Date. An invoice shall not be rendered by the Supplier prior to the delivery of the Truck to the destination specified in Section 5.

### **CLEAR TITLE:**

- 11.0 The Supplier shall sell the Truck free and clear of all competing property interests or claims and all liens, charges and encumbrances, whether registered, unregistered, or possessory. The Supplier hereby represents and warrants to the Town that the Truck shall be free and clear of all liens, charges and encumbrances.

### **DOCUMENTATION:**

- 12.0 The Supplier shall deliver with the Truck all warranties, manuals, instructions and other information provided by the manufacturer.
- 13.0 The Supplier shall deliver with the Truck all signed documentation necessary for the Town to transfer title to the Truck and register it as a commercial motor vehicle in British Columbia, including transfer documents, statement of origin and proof of payment of British Columbia social service tax.

### **RIGHTS OF BUYER:**

- 14.0 Any rights given to the Town in this Agreement are in addition to those granted by the British Columbia Sales of Goods Act and all other legislation governing the sale of personal property.

### **MANUFACTURER'S WARRANTY:**

- 15.0 The Supplier acknowledges that nothing in the Manufacturer's Warranty limits the Supplier's liability and obligation under this Agreement or as provided in Section 14.

### **DELAY IN DELIVERY:**

- 16.0 If the Supplier does not deliver the Truck on or before the Delivery Date, the Town may terminate this Agreement by giving written notice of termination, which is effective as soon as it is given to the Supplier and the Supplier will be liable for all direct and indirect consequences of that default.



## **TENDER DOCUMENTS CONT'D.**

### **TENDER DOCUMENTS:**

- 17.0 The Supplier and the Town acknowledge and agree that the terms and conditions of the Tender Documents are incorporated into this Agreement and the Supplier acknowledges receiving all addenda to the Tender Documents which the Town may have issued.

### **NO COLLUSION:**

- 18.0 The Supplier represents and warrants to the Town that it has not colluded, conspired or consulted or acted in conjunction with any other Tenderer in the preparation or submission of its Tender.

### **INTERPRETATION:**

- 19.0 Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.

### **CAPTIONS:**

- 20.0 The captions appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision thereof.

### **COMPLIANCE WITH THE LAW:**

- 21.0 The Supplier shall comply fully with all laws, bylaws, regulations and orders which apply to its supply and delivery of the Truck.

### **WAIVER:**

- 22.0 Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default.

### **ENUREMENT:**

- 23.0 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

### **NOTICE:**

- 24.0 Any notice, document or communication required or permitted to be given hereunder shall be in writing and shall be deemed to be satisfactory if and deemed to have occurred when:

- (a) sent by facsimile transmission or when personally delivered, on the date of service; or

**TENDER DOCUMENTS CONT'D.**

- (b) mailed by prepaid registered mail, on the date received or on the day after receipt of mailing by any Canadian post office, whichever is the earlier, so long as the notice is mailed to the party at the address provided herein or to whatever address the parties from time to time in writing agree to.

**MODIFICATION:**

**25.0** This Agreement may not be modified except by an agreement in writing.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of

the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

The Corporate Seal of \_\_\_\_\_  
was hereunto affixed in the presence of:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

The Corporate Seal of TOWN OF SIDNEY  
was hereunto affixed in the presence of:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Director of Finance

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Seal

Seal

}

**END OF TENDER DOCUMENT**

**APPENDIX "A"**

**TOWN OF SIDNEY**

**CONTRACT NO. 2022-012**

To supply **ONE** new (model year 2022) or 2021 (Demo model) Crew Cab 4WD Mid / Full Size (1/2 Ton) Pick-Up complete, in accordance with the following specifications and equipment for the Town of Sidney.

<b>SPECIFICATIONS</b>	<b>Insert in blank spaces below where your product specifications may differ from those specified in the left hand column.</b>
Crew Cab – Four Doors <u>Front Bucket Seats (Power driver seat and Rear Bench)</u>	
<u>Short</u> Regular Box: State Size (Preference given to 6' box)	
Bed Liner (Preference given to spray –in)	
Exterior Colour – Black or Red	
4, 6, or 8 cylinder gas engine, turbo, naturally aspirated, or Hybrid acceptable. Minimum 300 HP and 275 ft-lb torque	
Automatic Transmission	
4x4	
Wheelbase – State Length	
Trailer Towing Package	
Receiver Tow Hitch	
Power Windows	
Power Door Locks <u>With Remote</u>	
Air Conditioner	
Power Steering	
Minimum Tow capacity 6000 lbs.	
4 wheel disc brakes	
AM/FM Radio, C/W Speakers and Antenna	
Rubber floor mats	
Rubber floor	

**SPECIFICATIONS CONT'D.**

<p align="center"><b>SPECIFICATIONS</b></p>	<p><b>Insert in blank spaces below where your product specifications may differ from those specified in the left hand column.</b></p>
Sunshades - Left Hand and Right Hand	
Tools - Mechanical Jack and Wheel Wrench	
Full Size Spare Tire	
130 AMP Alternator	
600 CCA Battery	
Warranty - State	
<p><b>State Actual Delivery Date</b></p>	
<p><b>Price, Including All Applicable Taxes</b></p>	
<p><b><u>Option</u></b>  <u>ONE</u> new (model year 2022) or 2021 (Demo model) Crew Cab 4WD Mid / Full Size (1/2 Ton) Pick-Up Model that meets the above specifications in accordance with Section 1.3.            \$ _____</p>	
<p><b><u>WARRANTY:</u></b></p> <p>New Vehicle Warranty must state basic coverage including coverage period and type of coverage, that includes, but is not limited to kilometres, defects, repairs, replacements and/or adjustments.</p>	