



**TOWN OF SIDNEY**

**2024 MODEL COMPACT TRACTOR**

**CONTRACT NO. 2024-009**

**TOWN OF SIDNEY**  
**2024 MODEL COMPACT TRACTOR**  
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**INVITATION TO TENDER**

The Town of Sidney invites Tenders for the supply of one (1) new 2024 MODEL COMPACT TRACTOR as described in the Tender Documents and Specifications.

Tenders clearly marked "Tender for 2024 Compact Tractor – Contract No. 2024-009 is scheduled to close at:

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

**Tender Closing Date: Thursday August 22, 2024.**

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

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 “**2024-009 2024 Model Compact Tractor**” in the subject line. Email submissions should be submitted as one PDF virus free file and no larger than 10 Mb. Quotations will not be opened in public.

**END OF INVITATION TO TENDER**

**TOWN OF SIDNEY**

**2024 MODEL COMPACT TRACTOR  
CONTRACT NO. 2024-009**

**INSTRUCTIONS TO TENDERERS**

The Town of Sidney invites Tenders for the supply of one new 2024 Model Compact Tractor according to the terms and conditions of these instructions and 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 Document, to specify the price, the delivery date and other required information. The Tender must be completed in full. The Tender must be completed in ink and no erasures are permitted.

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

Completed Tenders may be sent electronically clearly marked "**TENDER FOR 2024 MODEL COMPACT TRACTOR – CONTRACT 2024-009**", and addressed to:

tenders@sidney.ca

no later than 3:00 p.m. local time August 22, 2024 (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 can request to know the results by contacting the Director of Corporate Services.

**1.3 Materials:**

Where the Tender Documents 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 favorable 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 1.0 hereof. Once submitted, no Tender may be withdrawn.

### **1.6 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.

### **1.7 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.

### **1.8 Tenderer's Responsibility:**

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

- (a) any information necessary for a full and clear understanding of the Tender Documents 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.**

### **1.9 Enquiries:**

All enquiries for clarifications or interpretations of the Tender Documents must be in writing and sent to the Town as follows:

Brian Robinson, Manager of Public Works and Parks  
brobinson@sidney.ca

Enquiries must be received at least 5 business days prior to the Closing Time. No addendum will be issued less than 2 business days prior to the Closing Time.

### **1.10 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 in the Contract.

### **1.11 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.

### **1.12 Acceptance of Tender:**

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

### **1.13 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 Document, possibly in an amended form as detailed below.

### **1.14 Negotiations with Tenderer:**

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

**END OF INSTRUCTIONS TO TENDERERS**

**TOWN OF SIDNEY**  
**2024 MODEL COMPACT TRACTOR**  
**CONTRACT NO. 2024-009**  
**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 (1) new 2024 Model Compact Tractor; 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:

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

### **Tractor:**

- 1.0 The Supplier will sell one new 2024 Model Compact Tractor (the "Tractor") to the Town on the terms and conditions in this Agreement. The Town will buy the Tractor from the Supplier on the Terms and Conditions of this Agreement.

### **ACCESSORIES:**

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

### **PRICE:**

- 3.0 The Supplier will sell the Tractor for the total price of \$\_\_\_\_\_ (the "Price"), in Canadian Dollars, including goods and services tax, excise taxes, duties, social services taxes and all other taxes, charges and assessments including shipping and handling costs. (provide details in Appendix "B")
- 4.0 If the Supplier is not registered for the purpose of remitting British Columbia Provincial Sales 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 Trucks, with its cheque in the amount of that tax.

### **DELIVERY:**

- 5.0 The Supplier will deliver the Tractor to the Town of Sidney Public Works Yard, located at 2285 Ocean Avenue, Sidney, B.C.
- 6.0 The Supplier will deliver the Tractor no later than \_\_\_\_\_, 202\_\_ (the "Delivery Date") and the Supplier acknowledges and agrees that this date is of the essence of this Agreement.
- 7.0 The Supplier will be solely responsible for all risks connected to the Tractor during delivery, including, without limiting the generality of the foregoing, risk of theft, loss, damage, deterioration and all consequential losses to the Tractor and otherwise. The risk passes to the Town upon actual possession of the Tractor being accepted by the Town pursuant to Section 8.

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

### **ACCEPTANCE:**

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

The Town will communicate its acceptance of the Tractor by written notice to the Supplier, and the date on which that notice is deemed delivered pursuant to Section 25 (that date being the "Acceptance Date").

### **PASSING OF TITLE:**

- 9.0.** Title to the Tractor 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 Tractor to the destination specified in Section 5.

### **CLEAR TITLE:**

- 11.0** The Supplier shall sell the Tractor 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 Tractor shall be free and clear of all liens, charges, and encumbrances.

### **DOCUMENTATION:**

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



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

### **SUPPORT:**

- 14.0 The Supplier shall provide customer support services to the Town.

### **RIGHTS OF BUYER:**

- 15.0 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:**

- 16.0 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 15.

### **DELAY IN DELIVERY:**

- 17.0 If the Supplier does not deliver the Tractor 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:**

- 18.0 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 addendums to the Tender Documents which the Town may have issued.

### **NO COLLUSION:**

- 19.0 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:**

- 20.0 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.

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

### **CAPTIONS:**

- 21.0** 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 LAWS:**

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

### **WAIVER:**

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

### **ENUREMENT:**

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

### **NOTICE:**

- 25.0** 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 electronically or when personally delivered, on the date of service; or
  - (b) mailed by prepaid registered mail, on the date received or on the sixth 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:**

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

**TENDER DOCUMENTS CONT'D.**

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

the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer

}  
}  
}  
}  
}  
}  
}  
}  
}  
}  
}  
}  
}

**END OF TENDER DOCUMENTS**

**APPENDIX "A"**

**CONTRACT NO. 2024-009**

**SPECIFICATION FOR**

**2024 MODEL COMPACT TRACTOR**

To supply **one** new 2024 Model Compact Tractor, in accordance with the following specifications and equipment for the Town of Sidney.

<b>SPECIFICATIONS</b>	<b>Insert detailed specifications of your proposed vehicle in blank spaces below based on the requirements in the left column.</b>
Compact Tractor State Make & Model	
Diesel Engine 35-50 HP. State:	
Transmission - Hydrostatic	
4 Wheel drive (full time or on demand) State:	
Turf Tires state dimensions front and rear:	
3 Point hitch with implement Hydraulics	
PTO - RPM & HP State:	
Front Loader bucket attachment State volume capacity:	
Option 4 in 1 loader bucket state cost extra differential from standard bucket:	
Weight approx. 2600 lbs. State:	
Grill protection	
ROPS with Canopy	
3 sets of keys/fobs	
Warranty State:	
<b>State Actual Delivery Date</b>	
<b>Total Price, Including All Applicable Taxes, Shipping, Handling and Delivery Charges, Duties, Fees and Assessments.</b>	\$ _____

**Option**

Trade in of a 2007 John Deere 3520 4WD tractor approximately 3500 hours c/w front end loader bucket and 72" PTO driven rear 3 point hitch deck mower attachment

\$ \_\_\_\_\_

**WARRANTY:**

New Vehicle Warranty must state basic coverage including coverage period and type of coverage, including but not limited to, kilometers, defects, repairs, replacements and/or adjustments.

**END OF SPECIFICATIONS**

**APPENDIX “ B” – PRICE FORM**

**Two (2) 2024 MODEL MEDIUM DUTY CAB AND CHASSIS TRUCKS**

<b>CAB &amp; CHASSIS DESCRIPTION</b>	
Make:	
Model:	
Year:	
<b>ITEM 1 PRICE</b>	
Price ( <u>before trade if applicable</u> ):	
Environmental Levies:	
GST:	
PST:	
Delivery: (F.O.B to 2285 Ocean Avenue, Sidney BC)	
Other: (Specify)	
<b><u>TOTAL COST:</u></b>	
<b>TRADE-IN (OPTIONAL) – 2007 John Deere 3520 4WD tractor c/w front end loader and 72” PTO driven deck mower attachment approx. (3500 hours)</b>	
Less Trade:	
<b><u>FINAL COST:</u></b>	
<b>DELIVERY</b>	
State delivery time and/or date after	
<b><u>Dealership &amp; Signature</u></b>	
Name:	
Address:	
Telephone:	Fax:
Signature:	Printed Name:
E-Mail:	
Date:	

