

TOWN OF SIDNEY



TRUCKING SERVICES FOR 2025-2027

CONTRACT NO. 2025-002

TOWN OF SIDNEY
TRUCKING SERVICES FOR 2025-2027
CONTRACT NO. 2025-002
INVITATION TO TENDER

The Town of Sidney invites Tenders for a Contract to provide trucking services as described in the Tender Form and Contract Documents.

Sealed Tenders clearly marked “**TENDER FOR TRUCKING SERVICES FOR 2025-2027**” must be addressed to the Director of Finance, Town of Sidney, 2440 Sidney Avenue, Sidney, BC V8L 1Y7 or via email to tenders@sidney.ca and received before 2:00 pm local time on Thursday, December 5, 2024.

There will be no public Tender opening. Bidders will be notified of the results. Tenders received after 2:00 p.m. local time will not be opened and are invalid.

Brian Robinson
Manager of Public Works and Parks

END OF INVITATION TO TENDER

TOWN OF SIDNEY
TRUCKING SERVICES FOR 2025-2027
CONTRACT NO. 2025-002
INSTRUCTIONS TO TENDERERS

TO PROVIDE TRUCKING SERVICES:

The Town of Sidney invites Tenders for the **PROVISION OF TRUCKING SERVICES**, 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 and other required information. The Tender Form must be completed in full. The Tender Form must be completed in ink.

Tenderers must execute the Tender Form under seal (if a firm with a seal). If the Tenderer is a joint venture, each party to the joint venture shall execute the Tender Form under seal (if applicable).

Completed tenders may be placed in a sealed envelope clearly marked "**TENDER FOR TRUCKING SERVICES FOR 2025 - 2027**", and addressed to:

Director of Finance
Town of Sidney
2440 Sidney Avenue
Sidney B.C. V8L 1Y7

and delivered no later than 2:00 p.m. local time Thursday December 5, 2024 (the Closing Time").

Electronic tender submissions are to be sent to:

tenders@sidney.ca

Tenders received after 2:00 p.m. will not be opened and are invalid.

Please send tender in ONE format only.

INSTRUCTIONS TO TENDERERS (CONT'D)

1.2 Tender Opening:

Tenders will be opened at the Town of Sidney Municipal Hall after the Closing Time. No public opening will take place.

1.3 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 Tenders exceed budget), and to accept any Tender the Town considers most favourable to the Town's interests having regard to the price, the equipment, factors captured in the various Schedules attached hereto, and any other matters which the Town in its sole discretion may consider.

The tenderer understands and agrees 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.

1.4 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 1.9 hereof. Once submitted, no Tender may be withdrawn.

1.5 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.

1.6 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.

INSTRUCTIONS TO TENDERERS (CONT'D)

1.7 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:

1.7.1 Any information necessary for a full and clear understanding of the contract is absent from the Tender Documents;

1.7.2 Any conflict or error appears in the Tender Documents; or

1.7.3 The Tenderer is aware of any facts or conditions which conflict with the Tender Documents.

1.8 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
Town of Sidney
2440 Sidney Avenue
Sidney, BC V8L 1Y7
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.

1.9 Addenda Become Part of Tender Documents:

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

1.10 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.

1.11 Acceptance of Tender:

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

INSTRUCTIONS TO TENDERERS (CONT'D)

1.12 Negotiations with Tenderer:

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

The Town reserves the right to extend this contract award for an additional two years if the successful bidder agrees to hold the rates at the then-current level, or to a nominal increase that is acceptable to the Town.

1.13 Information for Tenderer:

For purpose of information only to the Tenderer, the following are the approximate quantities of work required annually.

Truck Rental: 2,300 hours (Regular Hourly Rental)

It is important to observe that these figures do not include any guarantees for future work, but are stated to give Tenderers an indication of past requirements.

It is not the intention of the Town to preclude Contractors with insufficient equipment to meet the under mentioned minimum numbers of trucks and trailers. Contractors in this position are invited to tender as a group.

The Town will consider the prime contractor as the Contractor indicated on the Form of Tender to be the responsible Tenderer and throughout the Tender Document this Contractor will be considered as the Firm.

The minimum number of trucks required is as follows:

- 1. Three (3) Tandem Axle Dump Trucks with minimum 8 cubic meters capacity; approximate hours 1400 hrs.**
- 2. One of the three tandems shall be equipped with an insulated box, two "asphalt" gates. As required included in 1400 hrs. noted above.**
- 3. One truck capable of towing a tandem, tri or quad axle trailer configuration; approximate hours of trailered units 900 hrs.**

END OF INSTRUCTIONS TO TENDERERS

TOWN OF SIDNEY
TRUCKING SERVICES FOR 2025-2027
CONTRACT NO. 2025-002
TENDER DOCUMENTS

BETWEEN:

TOWN OF SIDNEY
2440 Sidney Avenue,
Sidney, BC V8L 1Y7

(The "Town")

AND:

(Name, including incorporation number and jurisdiction of
Incorporation if a corporation)

(Address)

(Telephone number)

(Email address)

(The "Firm")

WHEREAS:

- A. The Town requires the Firm to **PROVIDE TRUCKING SERVICES** for the Town of Sidney and the Firm is willing to offer their services 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:

1.0 Provision of Trucking Services:

The Firm will provide the Trucking Services to the Town on the Terms and Conditions in this Agreement. The Town will pay the Firm on the Terms and Conditions of this Agreement.

TENDER DOCUMENTS (CONT'D)

2.0 Price:

The Firm will provide the services for the fees as listed on Schedule 'A' of the Tender Document. The fees shall be inclusive of all charges except taxes. Under this contract additional surcharges relating to fuel cost will be considered for the 2026 and 2027 years to a maximum of 2% beginning January of each year. The Contractor is expected to assume all other risks associated with fluctuations in fuel price.

3.0 Acceptance:

The Town has 60 days from the date of the Tender Closing to review and accept the Tender. The Town will communicate its acceptance of the Tender by written notice to the Firm on the date on which that notice is deemed delivered pursuant to Section 16 (that date being the "Acceptance Date").

4.0 Undertaking of Liability Insurance:

4.1 Tenders shall be accompanied by an Undertaking of Liability Insurance on the form included herein as Schedule 'B' and issued by an insurance company licensed to conduct business in the Province of B.C.

5.0. Provisions

The Firm will supply all labour and equipment to provide Trucking Services as described in Schedule 'A'.

5.1 The Firm agrees no traveling time will be paid for trucks or operators.

5.2 The Firm acknowledges there will be no minimum hours of hire for any equipment.

5.3 The Firm agrees charges will cease immediately when the unit is released from the job.

5.4 The Firm acknowledges that the equipment is to be in a good, safe and presentable condition in every respect and if in the judgment of the Town it is not, it shall be released immediately, and no payment shall be made for its time on the job. No payments shall be made for down time due to the breakdown of trucks. The firm further acknowledges that, except for emergencies, the use of mobile or cellular telephones for personal calls is prohibited during the provision of services to be charged to the Town of Sidney, under this contract.

TENDER DOCUMENTS (CONT'D)

- 5.5 The Firm shall provide drivers and operators that are competent. Should a truck arrive on the job with an incompetent operator, it will be released immediately, and no payment will be made.
- 5.6 The Firm acknowledges that they are registered with Work Safe BC and will remain up to date with premiums.
- 5.7 The Firm acknowledges that operators will remain with their trucks at all times and will be subject to all safety rules as specified by Work Safe BC (i.e. hard hats, traffic vests, etc.).
- 5.8 The Firm acknowledges that the Town reserves the right to rent trucks from firms outside the accepted Tender when the Firm cannot supply equipment or when equipment requirements exceed three trucks. The Town also reserves the right to call bids for the supply of equipment for specific projects outside the accepted Tender.
- 5.9 The Town of Sidney reserves the right to call bids for the supply of trucking services for specific projects outside the accepted agreement.
- 5.10 The Firm acknowledges that fuel storage will not be permitted on Town land.
- 5.11 The Firm acknowledges that fuel cost surcharges will only be considered as per Section 2 of this Contract.
- 5.12 The Firm acknowledges that all trucks will be equipped with audible backup signals.
- 5.13 The Firm acknowledges that the Town will, whenever possible, give 24 hour notice prior to equipment being required. If, when given 24 hour notice, the Firm is unable to provide the trucks requested from its own resources (to a maximum of three) the Firm will arrange to subcontract the service of the trucks required. The Town will pay for these trucks at the Tender Price and the Contractor will be responsible for any difference between the tendered price and the subcontract price. Should less than 24 hours' notice be given, the Firm will not be responsible for providing sub-contracted trucks should it be unable to supply trucks from its own resources.

6.0 ACCOUNTING PROCEDURES:

- 6.1 **General** - All equipment rentals will be authorized by Work Order.

TENDER DOCUMENTS (CONT'D)

6.2 Work Tickets - Daily Work Tickets **MUST** be prepared for each piece of equipment. Information to be recorded is truck identification, authorizing Purchase (Work) Order numbers, location and nature of work, and the hours of work performed, or tonnage hauled. When hauling materials, trucking work tickets should note the source and tonnage of material hauled. Delivery slips for the material hauled must be attached to the work tickets. Payment will be made from work tickets only if all pricing extensions are complete.

6.3 Invoices - Invoices must summarize charges by job with full reference to supporting work tickets and be submitted to the Manager within seven (7) days of any work performed by the Contractor for the Town.

7.0 Term:

The term of this Contract shall be January 1, 2025, to December 31, 2027.

The Town reserves the right to extend this contract term for an additional two years if the successful bidder agrees to hold the rates at then-current levels, or to a nominal increase that is acceptable to the Town.

8.0 Tender Documents:

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

9.0 Termination:

The Town reserves the right to identify deficiencies in service. These deficiencies will be identified in writing to the contractor. If the unsatisfactory service issues are not addressed within 30 Days of written notice, the Town may terminate the contract. If more than one written notice of unsatisfactory service needs to be issued in any year of the contract, the Town reserves the right to terminate the contract, with 30 days' notice.

TENDER DOCUMENTS (CONT'D)

10.0 No Collusion:

The Firm 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.

11.0 Interpretation:

Wherever the singular, 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.

12.0 Captions:

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.

13.0 Compliance with Laws:

The Firm shall comply fully with all laws, bylaws, regulations and orders which apply to the provision of Trucking Services in BC in general, and in the Town of Sidney specifically.

14.0 Waiver:

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

15.0 Enurement:

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

16.0 Notice:

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:

16.1 Sent by email, or when personally delivered, on the date of receipt; or

TENDER DOCUMENTS (CONT'D)

16.2 Mailed by prepaid registered mail, on the date received or on the sixth day after mailing from any Canada 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 agree to in writing.

17.0 Modification:

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

18.0 Schedules:

Schedules 'A' to 'F' of Tender Documents are attached to and form part of this Agreement.

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

the _____ day of _____ 20_____

By its Authorized Signatory(ies):	}
_____	}
Authorized Signatory	}
_____	}
Authorized Signatory	}
TOWN OF SIDNEY by its Authorized Signatories:	}
_____	}
Mayor	}
_____	}
Corporate Officer	}

END OF TENDER FORM

**TOWN OF SIDNEY
TRUCKING SERVICES FOR 2025-2027
CONTRACT NO. 2025-002**

TENDER FORM

The undersigned, having carefully read the **INSTRUCTIONS TO TENDERERS** and **TENDER DOCUMENTS**, hereby offer to supply to the Town of Sidney the following equipment, materials and services.

DUMP TRUCKS

1. Regular Hourly Rental

Three (3) Tandem Axle Dump Trucks with Drivers
Minimum 8m³ capacity at: \$_____ per hour each, plus taxes

Should truck and trailer combinations be required, provide the hourly rate:

One (1) Tandem Axle Dump Truck and tandem axle trailer with Driver
at: \$_____ per hour each, plus taxes

One (1) Tandem Axle Dump Truck and tri-axle trailer with Driver
at: \$_____ per hour each, plus taxes

One (1) Tandem Axle Dump Truck with quad-axle trailer with Driver
at: \$_____ per hour each, plus taxes

2. Dump Site Availability (Optional Bid Item)

For use by the Town of Sidney, as required

Dump site available¹ Yes _____ No _____

If yes, price per m³ for dumping² \$_____/m³, plus taxes

If the Dump Site charges by the load, only trucks with a full load shall dump at this site.

Notes:

¹Must be a Ministry of Environment approved site.

²Clean fill and concrete only. This price shall apply to the Contractor's trucks and Town of Sidney trucks only. The bid price shall remain fixed for the full term of the contract.

SCHEDULE 'A' (CONT'D)

WorkSafe BC No. _____

DATED this _____ day of _____ 20____.

Signature

Company

Address

Postal Code

Telephone Number

TOWN OF SIDNEY

TRUCKING SERVICES FOR 2025-2027

CONTRACT NO. 2025-002

UNDERTAKING OF LIABILITY INSURANCE

Town of Sidney
2440 Sidney Avenue
Sidney, BC V8L 1Y7

Dear Sirs:

We the undersigned (insert Insurance Company's name)

do hereby undertake and agree to cover the Contractor (insert Tenderer's name)

in the amount of a minimum of Five Million (\$5,000,000) Dollars Comprehensive Liability Insurance, as more particularly outlined in the General Conditions and agree to:

- a) Name the Town of Sidney and its Directors as additional insureds;
- b) State that such policy applies to each insured in the same manner and to the same extent as if a separate policy had been issued to each insured; and
- c) State such policy cannot be cancelled, lapsed or materially changed without at least ten (10) days written notice to the Town of Sidney, delivered to the Town Director of Finance at 2440 Sidney Avenue, Sidney, British Columbia V8L 1Y7.

The coverage provided by such insurance shall protect the Contractor, the Town and the Town's representatives during the carrying out of the works and services specified in the Contract Documents.

Dated at Sidney, British Columbia, this _____ day of _____ 20__.

Yours truly,
(To be signed by Insurance Company)

TOWN OF SIDNEY

TRUCKING SERVICES FOR 2025-2027

CONTRACT NO. 2025-002

TENDERER'S QUALIFICATIONS

The Tenderer shall fill in details below of the most recent Contracts the Firm has undertaken with work of a nature similar to this proposed Contract.

It is the intention of the Town of Sidney to use the information given below to assess the experience of the Tenderer in the appropriate fields of work. The Town may contact the references given below before awarding the Contract.

_____	_____
Location:	Client
Contact Name:_____	Telephone No. _____
Contract Value:_____	Year:_____
Description of Work:_____	

_____	_____
Location:	Client:
Contact Name:_____	Telephone No. _____
Contract Value:_____	Year:_____
Description of Work:_____	

_____	_____
Location:	Client:
Contact Name:_____	Telephone No. _____
Contract Value:_____	Year:_____
Description of Work:_____	