



TOWN OF SIDNEY

2025 BANDIT MODEL 12XPC HAND-FED CHIPPER

CONTRACT NO. 2025-004

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2025 BANDIT MODEL 12XPC HAND-FED CHIPPER

CONTRACT NO. 2025-004

INVITATION TO TENDER

The Town of Sidney invites Tenders for the supply of one new 2025 Bandit Model 12XPC Hand-Fed Chipper as described in the Tender Documents and Specifications.

Tenders clearly marked "Tender for 2025 Bandit Model 12XPC Hand-Fed Chipper – Contract No. 2025-004 is scheduled to close at:

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

Tender Closing Date: Thursday March 20, 2025.

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 Indicate “**2025-004 2025 Bandit 12XPC Hand-Fed Chipper**” 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

2025 BANDIT MODEL 12XPC HAND-FED CHIPPER

CONTRACT NO. 2025-004

INSTRUCTIONS TO TENDERERS

The Town of Sidney invites Tenders for the supply of one (1) new 2025 Bandit Model 12XPC Hand-Fed Chipper, according to the terms and conditions of these Tender Documents.

1.0 SUBMISSION OF TENDERS:

1.1 Use of Tender 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 will be accepted in person, by mail, or by email and be placed in a sealed envelope clearly marked "**TENDER FOR 2025 BANDIT MODEL 12XPC HAND-FED CHIPPER – CONTRACT 2025-004**", and addressed to:

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

Tenders submitted via email are to be sent to tenders@sidney.ca Indicate "**TENDER FOR 2025 BANDIT MODEL 12XPC HAND-FED CHIPPER – CONTRACT 2025-004**" in the subject line. Email submissions should be submitted as one PDF virus free file and no larger than 10 Mb. and delivered no later than 3:00 p.m. local time Thursday March 20, 2025 (the "Closing Time").

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

1.2 Tender Opening:

Tenders will not be opened in public, bidders will be notified of the results.

INSTRUCTIONS TO TENDERERS CONT'D.

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.

1.4 Conditions Governing Tender Evaluation:

The Town will only consider Bandit equipment. 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 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.

INSTRUCTIONS TO TENDERERS CONT'D.

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 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.

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

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 Tender.

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.

INSTRUCTIONS TO TENDERERS CONT'D.

1.13 Formation of Contract:

Within three weeks of notifying the successful Tenderer of the Town's acceptance of their Tender, 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 Contract 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
2025 BANDIT MODEL 12XPC HAND-FED CHIPPER
CONTRACT NO. 2025-004
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 2025 BANDIT MODEL 12XC HAND-FED CHIPPER; 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.

CHIPPER:

- 1.0 The Supplier will sell one (1) new 2025 BANDIT MODEL 12XPC HAND-FED CHIPPER (the "Chipper") to the Town on the terms and conditions in this Agreement. The Town will buy the Chipper from the Supplier on the Terms and Conditions of this Agreement.

ACCESSORIES:

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

PRICE:

- 3.0 The Supplier will sell the Chipper 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 and 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 Chipper, with its cheque in the amount of that tax.

DELIVERY:

- 5.0 The Supplier will deliver the Chipper to the Town of Sidney Public Works Yard, located at 2285 Ocean Avenue, Sidney, B.C.
- 6.0. The Supplier will deliver the Chipper no later than _____, 2025 (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 Chipper during delivery, including, without limiting the generality of the foregoing, risk of theft, loss, damage, deterioration and all consequential losses to the Chipper and otherwise. The risk passes to the Town upon actual possession of the Chipper being accepted by the Town pursuant to Section 8.

ACCEPTANCE:

- 8.0 The Town has 5 days from the date of delivery of the Chipper to inspect the Chipper. The Town will not be required to accept the Chipper if:

TENDER DOCUMENTS CONT'D.

- (a) the serial number on the Chipper does not match the one shown on the documentation for the Chipper;
- (b) the Chipper does not pass the commercial vehicle inspection required by the Province of British Columbia prior to vehicle registration;
- (c) the Chipper is not fit for the purpose for which it is intended; or
- (d) the Chipper is not of merchantable quality.

The Town will communicate its acceptance of the Chipper 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 Chipper 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 Chipper to the destination specified in Section 5.

CLEAR TITLE:

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

DOCUMENTATION:

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

SUPPORT:

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

TENDER DOCUMENTS CONT'D.

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 Chipper 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.

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.

TENDER DOCUMENTS CONT'D.

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 Chipper.

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 by facsimile transmission 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 _____ 2025.

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 _____ }

Clerk _____ }

Seal

Seal

**END OF TENDER DOCUMENTS
APPENDIX "A"**

TOWN OF SIDNEY

SPECIFICATIONS FOR 2025 BANDIT MODEL 12XPC HAND-FED CHIPPER

CONTRACT NO. 2025-004

To supply one (1) new 2025 Bandit Model 12XPC Hand-Fed Chipper, in accordance with the following specifications and equipment for the Town of Sidney.

SPECIFICATIONS	Insert in blank spaces below where your product specifications may differ from those specified in the left hand column.
<u>CHIPPER SPECIFICATIONS</u>	
<u>Chipper Capacity:</u>	
Diameter Minimum capacity State;	
Chipper opening State Size	
Feed Rate State	
<u>Weight:</u>	
State Total weight and Tongue Weight	
<u>Dimensions:</u>	
Length: State	
Length: State	
Width: State	
Height: State	
<u>Noise Level:</u>	
State decibels at 50', 360 degrees around unit	
<u>Frame:</u>	
State Mainframe And Tongue Tubing size	
<u>Hitch:</u>	
Adjustable mounting plate, 2 1/2" pintle hitch. Safety chain hooks and lock clips.	
<u>Tongue Jack:</u>	
State Capacity, adjustable for height travel and stationary foot pad.	
<u>Axle:</u>	
Single State capacity	
<u>Tires:</u>	
10 ply rated, State size	
<u>Lighting System:</u>	
All Lights Compliance with BCMV reg.	

LED lights.	
7 prong Trailer connection for Brakes	
<u>Brakes:</u>	
Electric	
<u>Engine:</u>	
Diesel, State Horsepower and Make	
Engine items include tachometer and hour meter, high temp/low oil pressure shut down system.	
Engine manufacturer's exhaust system, air cleaner system, cooling system, electrical system.	
Battery Box	
<u>Engine Mount and Drive:</u>	
State Engine Mount	
State Drive for Chipper	
<u>Belt Guards</u>	
Belts and Drive system to have Guards:	
<u>Feed System:</u>	
(2) horizontal hydraulic powered feed wheels State shaft size	
<u>Slide Box Feed System:</u>	
Feed system State size	
<u>Clean Out Door:</u>	
State	
<u>Discharge System:</u>	
State size and Rotation	
<u>Chipper Shaft:</u>	
State Size	
<u>Chipper Bearings:</u>	
Grease Accessible, State size	
<u>Hydraulic System:</u>	
State GPM	
<u>Hydraulic Motors:</u>	
State size	
<u>Discharge Chute:</u>	
State size	
<u>Hydraulic Tank:</u>	
State size	
<u>Fuel Tank:</u>	
State size	

<u>Paint:</u>	
Yellow	
<u>Safety Equipment:</u>	
Must Be in compliance with WorkSafe BC regulations for Mobile Chipper's, Sections 12.68, 12.69 and 12.70	
<u>Options:</u>	
Hydraulic Winch state cost:	
<u>Start up and Training:</u>	
<u>Warranty:</u>	
<u>State Actual Delivery Date:</u>	
<u>Price, including delivery to Town of Sidney Works Yard and all applicable taxes:</u>	
<u>Operating and Maintenance Manuals and CD in English:</u>	

Warranty must state basic coverage including coverage period and type of coverage, that is, but not limited to hours, defects, repairs, replacements and/or adjustments.

END OF SPECIFICATIONS

APPENDIX B

QUOTATION FORM

DESCRIPTION	
Make:	
Model:	
Year:	
ITEM 1 PRICE	
Price (<u>before trade if applicable</u>):	
Environmental Levies:	
GST:	
PST:	
Delivery: (F.O.B to 2440 Sidney Avenue, Sidney BC)	
Other: (Specify)	
TRADE-IN (OPTIONAL) - One 2008 Bandit 90XP with John Deere 75 Hp diesel engine approx. 1300 operating hours	
Less Trade:	
<u>FINAL COST:</u>	
Expiry Date of Quote:	
DELIVERY	
State delivery time and/or date after	
<u>Dealership & Signature</u>	
Name:	
Address:	
Telephone:	Fax:
Signature:	Printed Name:
E-Mail:	
Date:	