



## Infrastructure Services

# Invitation to Tender

No. 2023-IS-02

## Unleaded and Diesel Fuel

**For further information:**

Len Thew  
lthew@ladysmith.ca  
250.245.6447

**Tender Issue Date:**

Monday, January 9, 2023

**Tender Closing:**

2:00 p.m., Thursday, January 26, 2023

**Tender Opening:**

2:30 p.m., Thursday, January 26, 2023  
Ladysmith City Hall



**TOWN OF LADYSMITH**  
**INVITATION TO TENDER**

**1. Introduction**

The Town of Ladysmith (the "Town") invites Tenders from qualified and experienced contractors for the supply of Unleaded and Diesel Fuel in accordance with the Tender Specifications attached as Schedule "A".

**2. Tender Submission**

Tenders delivered by courier, mail, or in person to the following location:

Attention: Matt O'Halloran, Manager of Corporate Services  
Town of Ladysmith  
410 Esplanade  
PO Box 220  
Ladysmith, BC  
V9G 1A2

will be accepted until **2:00 p.m. PST, Thursday, January 26, 2023**

**3. Form of Tender**

Tenders must be completed using the Form of Tender, Tender Specifications and any applicable schedules and addenda as supplied.

**4. Tender Opening**

Tenders received by the Tender Closing Date and Time noted above at the Tender closing location will be opened in public at the City Hall, at 410 Esplanade, Ladysmith at 2:30 p.m. PST on Thursday, January 26, 2023.

**5. Late Submissions**

Tenders received after the Closing Date and Time will be returned unopened to the Tenderer.

**6. The lowest or any tender will not necessarily be accepted**

Please review the Instructions and Conditions to Tenderers.

**FORM OF TENDER**

Date: .....

We the undersigned have received and carefully reviewed all of the Tender Documents, including the Addenda listed below, have full knowledge of the location of the Work and certify that we have complied with the Instructions to Tenderers.

Provided that this Tender is accepted within 60 calendar days from the Closing Date and Time, the undersigned offers and agrees to provide all labour and material to perform and complete the Work as specified in and in strict compliance with the Tender Documents, at the prices quoted in the Tender Documents, within the time specified, and in accordance with the terms and conditions set forth in the Tender Documents.

The undersigned undertakes to achieve substantial completion of the Work that is the subject of the Tender within \_\_\_\_\_ calendar days from award of the contract under this Tender.

The Tenderer is an  Individual  Partnership  Corporation (check where applicable) incorporated under the laws of .....

Name and Address of Individual, Partnership, or Corporation Tendering:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature and Title of person authorized to sign Tender:

\_\_\_\_\_

(Print or type name under signature)

.....  
.....  
.....  
.....

Telephone: .....

Facsimile: .....

Email: .....

**Addenda**

Acknowledgment is hereby made of receipt and inclusion of the following addenda to the Tender Documents:

Addendum

No. \_\_\_\_\_ dated \_\_\_\_\_; \_\_\_\_\_ pages

No. \_\_\_\_\_ dated \_\_\_\_\_; \_\_\_\_\_ pages

<b>INSTRUCTIONS AND CONDITIONS OF TENDERING</b>
---

## 1.0 DEFINITIONS

In the Tender Documents the following words have the following meanings, unless the context otherwise requires:

**"Contract"** means an agreement for the performance of the Work to be executed by the Town and the Tenderer to whom the Work is awarded as applicable;

The Town of Ladysmith is referred to as **"the Town"**;

The successful tenderer is referred to as **"the Supplier"**;

The Director of Infrastructure Services is referred to as **"the Director"**;

**"Tender Closing Date and Time"** means the date and time stipulated in section 2 for the receipt of Tenders;

**"Tender Documents"** means the Invitation to Tender, the Form of Tender, the Instructions and Conditions of Tendering, the Tender Specifications (Schedule "A"), and all addenda; and

**"Work"** means all work to be done, performed and completed by the Tenderer under the Contract if awarded the Tender by the Town.

## 2.0 TENDER CLOSING DATE AND TIME

Sealed Tenders, made on the Tender Form provided, together with all other Tender Documents required will be received by the receptionist at the main reception desk addressed to:

**Manager of Corporate Services  
Town of Ladysmith  
410 Esplanade  
PO Box 220  
Ladysmith, BC  
V9G 1A2**

Tenders will be received up to **2:00 p.m. PST, on Thursday, January 26, 2023**. Tenders received after the closing time will be returned unopened.

The Tender Form being submitted must be signed by an authorized representative of the tenderer.

An award from this tender may require the approval of Town Council which, at its sole and unfettered discretion, can accept or reject any tender offered.

No tenderer may withdraw their tender within 60 days after the actual date of opening.

Tenderers are responsible for all costs relating to the preparation and submission of tenders.

This tender and any subsequent contracts resulting from this tender shall be governed by and interpreted in accordance with the laws of the Province of British Columbia.

It is the Tenderer's responsibility to allow sufficient time for their agent to deliver their Tender by the time and date specified above. The Tenderer should instruct their delivery agent to have the receptionist at the main reception desk at the City Hall time and date stamp the Tender. The Town will apply its date stamp upon receipt of Tenders delivered by Canada Post or courier.

### **3.0 TENDER OPENING**

Tenders will be opened publicly at 2:30 p.m. PST on Thursday, January 26, 2023 at Ladysmith City Hall, 410 Esplanade, Ladysmith (corner of Roberts Street and Trans Canada Highway).

### **4.0 TENDER SUBMISSION**

Late Tenders will not be accepted, opened or considered and will be returned unopened to the Tenderer upon the Town determining that the Tender was submitted after the Closing Date and Time.

### **5.0 FORM OF TENDER**

Tenders must be submitted on the form of the Tender Documents provided.

### **6.0 AMENDMENT OR WITHDRAWAL**

Tenders may be amended or withdrawn, provided written notice is received by the receptionist at the main reception desk at the City Hall prior to the stipulated closing time on the Closing Date.

Revisions to bid prices should state changes to unit prices only.

No revisions or withdrawals will be accepted after the Closing Date and Time.

## **7.0 APPENDICES TO BE COMPLETED**

Tenderers must complete and submit as part of the Tender all Appendices that form part of the Tender Documents other than the Contract General Conditions attached as Schedule "C".

Any deviations from the specifications shall be separately noted in the space provided on the specification sheets, with separate information required attached.

## **8.0 PRICES AND GST**

Prices quoted are to be in Canadian dollars. Goods and Services Tax (GST) is to be shown as a separate item on the Form of Tender.

The prices shown as UNIT COSTS/HOURLY RATES on the Tender Form shall include all material costs, labour costs, and any other charges so as to be the final cost to the Town.

## **9.0 ORAL, EMAIL AND FACSIMILE TENDERS NOT ACCEPTED**

Oral, electronic mail or facsimile Tenders or amendments to Tenders will **not** be accepted.

## **10.0 COMPLETION OF TENDER AND ERRORS**

All prices and notations must be typewritten or written in ink. No erasures or additions to the Tender Documents are permitted. In the case of mistake in extension of price, unit price will govern.

In case of mistake by the Tenderer, the mistake must not be erased but crossed out with the correction typewritten or written in ink adjacent thereto and such corrections must be initialed by the Tenderer's authorized signing officer or employee referred to in the Instructions and Conditions of Tendering.

## **11.0 SIGNATURE REQUIRED**

All tenders must be signed in the place provided on the Form of Tender by an officer or employee having authority to bind the Tenderer by his or her signature.

## **12.0 BID IRREVOCABLE**

The Tenderer agrees that in submitting a Tender, the Tender will be irrevocable and remain open for acceptance by the Town for 60 (sixty) calendar days from the day following the Closing Date and Time.

No tender may be withdrawn after the Closing Date and Time without the written consent of the Town, which may be withheld in its sole discretion.

### **13.0 MISTAKE IN TENDER DOCUMENTS**

If the Tenderer discovers or suspects any ambiguity between the Tender Specifications (Schedule "A"), the Schedule of Subcontractors (Schedule "B"), or any addenda, the Tenderer shall seek clarification from the Town, in writing, before submitting a Tender.

If deemed necessary by the Town, and in its sole discretion, an addendum will be issued to all parties that have indicated an interest in submitting a Tender. The Town reserves the right to revise, expand or delete any portion of the Tender Documents as part of the addendum.

Requests for clarifications must be submitted to the Town in writing and received not less than five (5) working days before the Tender Closing Date.

An addendum issued under this section will be considered to form part of the Tender Documents.

### **14.0 TENDER AWARD**

The Town reserves the right to reject any or all Tenders and the lowest or any Tender will not necessarily be accepted.

Without limiting the generality of Section 8, the Town reserves the right to:

- waive any informality or irregularity in a Tender;
- reject a Tender which contains qualifying conditions or otherwise fails to conform to these Tender Documents;
- reject any single Tender if only one Tender is received;
- make decisions regarding Tender acceptance with regard to:
  - compliance with specifications, warranties, lead times, price and any other such factors as may be relevant factors in determining which Tender will provide the Town with the best value based on quality, service and price;
  - the overall cost impact of the Tender on the operations of the Town including, where applicable, factors such as acquisition cost, disposal cost, residual value, training cost, maintenance cost, product performance and environmental impact;



- the reputation and experience of the Tenderer and of the Tenderer's staff to be allocated to the Work, the supply of the goods and services or the supply of any equipment required by this Tender;
- the technical experience, financial resources, and environmental responsibility of the Tenderer;
- the Town's assessment of the capability of the Tenderer to perform the Work within the time frame required by the Town; and
- demonstration that the Work undertaken will meet or exceed requirements of environmental standards; and
- award the Work based on the best value to the Town based on quality, service, and price, and any criteria set out herein based solely on the Town's assessment of the tender.

#### **15. NO DUTY OF CARE**

It is the responsibility of the Tenderer to thoroughly examine the Tender Documents including any attachments and appendices to satisfy itself regarding the full requirements of the Tender and the Work.

While the Town has made reasonable efforts in good faith to ensure an accurate representation of information in this Tender, the information contained herein is supplied solely as a guideline for Tenderers, and the Town does not warrant or represent such information to be accurate, or complete.

The Tenderer acknowledges and agrees that in the preparation of the Tender, supply of oral or written information to Tenderers, review of Tenders or the carrying out of the Town's responsibilities under this Tender, the Town does not owe a duty of care to the Tenderers, and waives for itself, its successors and assigns, the right to sue the Town in tort for any loss, including economic loss, costs, expenses, losses, damages, or liability incurred by the Tenderer as a result of or arising out of any error, omission or misrepresentation occurring in the preparation of the Tender Documents, supply of oral or written information to Tenderers, review of Tenders or any document submitted in response to the Invitation to Tender.

Tenderers are solely responsible for their own expenses in preparing a Tender and for subsequent negotiations, if any. If the Town elects to reject any or all Tenders, or to cancel the Tender for any reason, the Tenderer acknowledges and agrees that the Town will not be liable to any Tenderer for any claims, including, without limitation, costs or damages incurred by the Tenderer in preparing the Tender, or loss of any anticipated profit in connection with the Work contemplated by this Tender, or any other matter whatsoever.

**16. QUERIES**

All enquiries regarding the tender submission process may be directed to Matt O'Halloran, Manager of Corporate Services by phone: (250) 245-6417 or email: [bid@ladysmith.ca](mailto:bid@ladysmith.ca).

All queries regarding the technical specifications forming part of this Tender may be made by contacting Len Thew by phone: (250) 245-6447 or email: [lthew@ladysmith.ca](mailto:lthew@ladysmith.ca).

**Schedule "A" - Tender Specifications**

**Tender No. 2023-IS-02 – Unleaded and Diesel Fuel (2023-2024)**

I/We hereby certify that I/we have read and fully understand the Instructions and Conditions of Tendering, Specification Sheet (where applicable) and Tender Form, below, and make the following offer:

To supply the following materials and/or services at the stated prices until December 31<sup>st</sup>, 2024:

\*\*\*COMPANY NAME \_\_\_\_\_

**87 Octane Unleaded Clear Gasoline**

**Diesel**

Price/Lt \$ \_\_\_\_\_

Price/Lt \$ \_\_\_\_\_

- Discount \_\_\_\_\_

- Discount \_\_\_\_\_

Delivery \_\_\_\_\_

Delivery \_\_\_\_\_

FET \_\_\_\_\_

FET \_\_\_\_\_

PFT \_\_\_\_\_

PFT \_\_\_\_\_

GST \_\_\_\_\_

GST \_\_\_\_\_

CT \_\_\_\_\_

CT \_\_\_\_\_

Other \_\_\_\_\_

Other \_\_\_\_\_

**Total** \_\_\_\_\_ x 30,000 yearly

**Total** \_\_\_\_\_ x 67,000 yearly

**Extension** \$ \_\_\_\_\_

**Extension** \$ \_\_\_\_\_

**The quantities listed are based on the previous annual usage. It is agreed that the quantities are approximate and must be increased/decreased, within reasonable limits, without affecting unit pricing.**

RPP fuel must be priced on January 18, 2023: Is it: Yes \_\_\_\_\_ No \_\_\_\_\_

Hard copy of rack priced on January 18, 2023 must accompany tender document

State Rack being used \_\_\_\_\_

State Terminal being used \_\_\_\_\_

State if priced daily, weekly etc. \_\_\_\_\_

After ordering, advise on delivery time \_\_\_\_\_

- All delivery slips must be clear and legible and must be provided to Town staff.
- Tanks must be dipped prior to and after fill with dips noted legibly on fuel slips.
- Invoicing must be received within 30 days.

**ALL PRICES TO INCLUDE ENVIRONMENTAL FEE**

The Town may, in its sole discretion, extend the term by up to two further years by negotiation.

**Early Payment Discount: \_\_\_\_\_% \_\_\_\_\_ Days (Minimum 10 Days)**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Schedule “B”  
Contract General Conditions**

**1. Payment**

Payment by the Town, subject to any holdbacks under the *Builder's Lien Act (British Columbia)* or any amounts held back under the Contract for deficiencies or other reason will be made within thirty (30) days after completion of the Work and/or delivery of tendered equipment, receipt of invoice, and acceptance by the Town. The Work will not be accepted for payment until all conditions and tendered specifications have been met.

**2. Notices**

Any notice required to be given in this contract shall be deemed to be duly given to the Town if sent by registered mail addressed to the Town of Ladysmith, PO Box 220, Ladysmith, BC V9G 1A2 and to the contractor if sent by registered mail at the address set forth in the Tender.

**3. Ownership of Tender & Freedom of Information and Confidentiality**

All documents submitted in response to this Tender shall become the property of the Town and as such will be subject to the disclosure provisions of the *Freedom of Information and Protection of Privacy Act*.

The Tenderer should advise the Town in writing if any information is supplied as part of the Tender processing confidence and to which Section 21 of the *Freedom of Information and Protection of Privacy Act* applies.

**4. Queries**

All queries regarding the technical specifications forming part of this Tender may be made by contacting Len Thew by phone: (250) 245-6447 or email: [lthew@ladysmith.ca](mailto:lthew@ladysmith.ca).

**5. Indemnification**

In carrying out these works, the Supplier will act as an independent contractor and must agree to keep the Town indemnified against any and all claims, actions or demands that may be brought, made or arise in respect of anything done or omitted to be done by its employees who shall be and remain at all times and for all purposes, the servants or employees of the Supplier.

## **6. Insurance**

The Supplier shall submit to the Town, upon acceptance of the tender, a Certificate of Insurance containing the following:

- a provision naming Town of Ladysmith as an additional insured to the Liability Policy;
- a Cross Liability Clause;
- Comprehensive General Liability in an amount not less than **\$5,000,000.00**;
- A provision requiring the Insurer to give the Town 30 days' notice of cancellation or lapsing or any material change in the insurance policy;
- Liability insurance in an amount not less than **\$5,000,000.00** with the Insurance Corporation of British Columbia on any licensed motor vehicles of any kind.

## **7. Safety**

In tendering for this work, the Supplier, when called upon to enter into contract with the Town, will be bound to comply with and be subject to the provisions, rules and regulations of the Workers' Compensation Act, and with all other Statutes and Municipal by-laws pertaining to the work.

All materials delivered and services provided must be in accordance with all laws, regulations and requirements of B.C. Workers' Compensation Board and Occupational Health and Safety Legislation.

Proof of WorkSafe registration must be submitted, along with proof of up-to-date assessment payment, prior to commencement of work.

## **8. Sub-Contracting**

Sub-contracting of work is not permitted without prior approval, in writing, from the Director of Infrastructure Services.

## **9. Quantities**

Anticipated quantities listed in the tender forms are estimated annual requirements based on historical and anticipated usage. The Town will not be responsible for any variations in usage.

## **10. Cancellation**

The Town reserves the right to cancel this Tender at any time and for any reason, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any Tenderer as a result of that cancellation.

The Town reserves the right to cancel the Contract, at its sole and absolute discretion, with 30 days' written notice to the Contractor, and the Contractor will have no rights or claims against the Town. Cancellation would not, in any manner whatsoever, limit the Town's right to bring action against the Contractor for damages for breach of contract.

**11. Tenderers' Expenses**

Tenderers are solely responsible for all their own costs/expenses relating to the preparation and submission of tenders. If the Town elects to reject all tenders, the Town will not be liable to any tenderer for any claims, whether for costs or damages incurred by the tenderer in preparing the tender, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

**12. Limitation of Damages**

Without limiting the provision of the previous clause, the Tenderer, by submitting a Tender, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, including any costs incurred by the Tenderer in preparing its Tender and the Tenderer, by submitting a Tender, waives any claim for loss of profits if no Contract is made with the Tenderer.

**13. Responsibility of Tenderers**

Each tenderer is responsible for informing themselves as to the contents and requirement of this tender including the Town's Purchasing Policy, which governs the award of this tender. The Purchasing Policy may be requested from City Hall. Each tenderer is solely responsible to ensure that they have obtained and considered all information necessary to understand the requirements of the tender and to prepare and submit their tender. The Town will not be responsible for any loss, damage or expense incurred by a tenderer as a result of any inaccuracy or incompleteness in this tender, or as a result of any misunderstanding or misinterpretation of the terms of the tender on the part of any tenderer.

If a Tenderer is in doubt as to the true meaning of any part of this Tender, or finds omissions, discrepancies or ambiguities, a request for interpretation or correction may be submitted to the office of Manager of Corporate Services and, if deemed necessary by the Town, an addendum will be issued to all firms registered as having received this Tender. This procedure also applies should the Town, of its own accord, wish to expand or delete any part of this Tender.

**14. Accuracy of Information**

The Town makes no representation or warranty, either expressed or implied, with respect to the accuracy or completeness of any information contained in or referred to in the Tender.

**15. Dispute Resolution**

In the event of a dispute between the Town and the Supplier, both parties agree to appoint representatives who, in good faith, will use their best efforts to resolve the dispute.

Should the representatives be unable to promptly resolve the dispute, both parties shall agree to continue the work as required, being understood that neither party will jeopardize any claim that they may have.

Both parties agree to resolve the dispute using a single arbitrator as provided for under the Commercial Arbitration Act of British Columbia with the costs being split equally between the parties.

Any verbal representations, promises, statements or advice made by any employees of the Town, other than that offered through the Manager of Corporate Services, should not be relied upon.