



LADYSMITH

**Infrastructure Services  
Public Works**

**Invitation to Tender**

**No. 2022-IS-09**

**One (1) New  
Commercial Tri-Deck Rotary Mower**

**For further information:**

Len Thew  
[lthew@ladysmith.ca](mailto:lthew@ladysmith.ca)  
250.245.6447

**Tender Issue Date:**

**Tender Closing:  
Bid Opening:**

**July 18, 2022**

**August 4, 2022 at 2:00 p.m.**

**August 4, 2022 at 2:15 p.m.**

**Ladysmith City Hall**



LADYSMITH

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

**1. Introduction**

The Town of Ladysmith (the "Town") invites Tenders for the supply of one (1) new commercial tri-deck rotary mower in accordance with the Tender specifications in this tender document.

**2. Tender Submission**

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

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

Will be accepted until 2:00pm on August 4, 2022

**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 Town of Ladysmith City Hall, 410 Esplanade, Ladysmith, BC at 2:15pm PST on August 4, 2022.

**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 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 requirements of the Tender 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 labor 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 .....

Names and Address of Individual, Partnership, or Corporation

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

Signature and Title of person authorized to sign Tender:

Tendering: \_\_\_\_\_

(Print or type name under signature)

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

Telephone: .....

Facsimile: .....

**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 TO TENDERERS</b>
----------------------------------

## **1.0 DEFINITIONS**

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

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

**"Director"** means the Director of Infrastructure Services;

**"Supplier"** means the successful Tenderer;

**"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 to Tenderers, the Schedule of Specifications (Schedule "A"), the Schedule of Prices (Schedule "B"), Contract General Conditions (Schedule "C"), and all Addenda;

**"Town"** means the Town of Ladysmith; 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**

2.1 Sealed Tenders, made on the Form of Tender 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  
City Hall  
410 Esplanade, PO Box 220  
Ladysmith, BC V9G 1A2**

2.2 Tenders will be received up to **2:00 p.m. PST**, on August 4, 2022

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**

3.1 Tenders will be opened publicly at **2:15 p.m. PST on August 4, 2022** at Ladysmith City Hall, 410 Esplanade, Ladysmith (corner of Roberts Street and Trans-Canada Highway).

### **4.0 TENDER SUBMISSION**

4.1 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**

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

### **6.0 AMENDMENT OR WITHDRAWAL**

6.1 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.

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

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

## **7.0 APPENDICES TO BE COMPLETED**

- 7.1 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".
- 7.2 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**

- 8.1 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 VERBAL, EMAIL AND FACSIMILE TENDERS NOT ACCEPTED**

- 9.1 Verbal, electronic mail or facsimile Tenders or amendments to Tenders will **not** be accepted.

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

- 10.1 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.
- 10.2 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 Section 10 of the Instructions to Tenderers.

## **11.0 SIGNATURE REQUIRED**

- 11.1 All Tenders must be signed in the place provided on the front page and 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**

- 12.1 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.
- 12.2 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**

- 13.1 If the Tenderer discovers or suspects any ambiguity between the Schedules of Specifications (Schedule "A"), the Schedule of Prices (Schedule "B"), Contract General Conditions (Schedule "C") or any Addenda, the Tenderer shall seek clarification from the Town, in writing, before submitting a Tender.
- 13.2 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.
- 13.3 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.
- 13.4 An addendum issued under this section will be considered to form part of the Tender Documents.

### **14.0 TENDER AWARD**

- 14.1 The Town reserves the right to reject any or all Tenders and the lowest or any Tender will not necessarily be accepted.
- 14.2 Without limiting the generality of Section 8.1, the Town reserves the right to:
- (a) waive any informality or irregularity in a Tender;
  - (b) reject a Tender which contains qualifying conditions or otherwise fails to conform to these Tender Documents;
  - (c) reject any single Tender if only one Tender is received;
  - (d) make decisions regarding Tender acceptance with regard to:
    - i. 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;
    - ii. 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;
    - iii. 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;



- iv. the technical experience, financial resources, and environmental responsibility of the Tenderer;
  - v. the Town's assessment of the capability of the Tenderer to perform the Work within the timeframe required by the Town; and
  - vi. demonstration that the Work undertaken will meet or exceed requirements of environmental standards; and
- (e) 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.

### 14.3 Community Benefit Goals

The Town of Ladysmith Purchasing Policy entails the following Principles of “Best Value”:

- Procure the goods and services requirements of all departments in an efficient, timely and cost effective manner while maintaining the necessary controls;
- Engage in an open bidding process wherever practical;
- Ensure maximum value is obtained during the acquisition of goods and services. Where applicable, the total cost of the goods and services purchased should be taken into account. Total cost may include but not be limited to acquisition cost, disposal cost, residual value, training cost, maintenance cost, product performance and environmental impact;
- Take into account wherever practical the commitment to protection of the environment, and energy conservation;
- Ensure the acquisition of goods and services meets the requirements of applicable legislation and trade agreements, including the New West Partnership Trade Agreement, and the Agreement on Internal Trade; and
- Ensure that maximum value is realized when disposing of surplus goods, materials and equipment.
- Up to five (5) percent of the evaluation score will be allocated based on the proposal’s contribution to the following community benefits:
  - *Economy*
    - Demonstrate job creation within the local area, which is defined as the Cowichan Valley Regional District and the Regional District of Nanaimo.
    - Contribute to a stronger local economy (buy local)
    - Increase training and apprenticeship opportunities
    - Provide work experience and employment opportunities for youth aged 15 to 24
    - Ensure that a Living Wage for the local area is paid

- *Public Spaces*
  - Enhance community recreation, arts and/or culture infrastructure
  - Improve and enhance public spaces
  - Improve access to public spaces for people living with disabilities
- *Environment*
  - Demonstrate that work undertaken exceeds requirements for environmental standards

## 15.0 NO DUTY OF CARE

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 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.

## 16.0 QUERIES

- 16.1. All enquiries regarding the Tender **submission process** may be directed to Donna Smith, Manager of Corporate Services at [bid@ladysmith.ca](mailto:bid@ladysmith.ca).
- 16.2. All queries regarding the **technical specifications** forming part of this Tender may be made by contacting Len Thew at [lthew@ladysmith.ca](mailto:lthew@ladysmith.ca), or 250.245.6447.

**SCHEDULE “A”**

**Schedule of Specifications**

**Specification of One (1) NEW (not previously used, owned, or leased)  
 Commercial Tri-Deck Rotary Mower.**

<i>The Quoted Vehicle must comply with government regulation and requirements - Federal government Motor Vehicle Safety Act, BC Motor Vehicle Act, and BC Work Safe Regulations.</i>	Check ( X ) if equipment complies to specification	If equipment does not comply, indicate Manufacturer's specifications of equipment offered
<b>Make:</b>		
<b>Model:</b>		
<b>Year:</b>		
<b>Engine:</b>		
<b>Horse Power Rating:</b>		
<b>Tires:</b> 6 ply		
<b>Transmission:</b> Hydrostatic		
<b>Steering:</b> Rear power steering		
<b>Radiator:</b> Auto-reversing cooling fan		
<b>Traction drive:</b> Full time 4WD, traction assist		
<b>Electrical:</b>		
<b>Safety cab:</b> Factory installed		
<b>Seat:</b> Air ride seat suspension		
<b>Frame:</b>		
<b>Brakes:</b> Wet internal oil		
<b>Deck:</b> Welded steel deck, Spring loaded impact system		
<b>Controls &amp; hydraulics:</b>		
<b>Blades:</b> Rotary		
<b>Caster wheels:</b>		
<b>Overall dimensions:</b>		
<b>Cutting width:</b> Min. 11ft hydraulic run		
<b>Construction:</b>		
<b>Safety features:</b>		
<b>Accessories:</b> on road light kit		
Air conditioning		
<b>Warranty:</b>		

**SCHEDULE "B"**

**Schedule of Prices**

B.	DESCRIPTION	QUANTITY & UNIT OF ISSUE	UNIT PRICE	EXTENDED PRICE,
1	_____ as per the specifications in Appendix A - Public Works	1 Each	\$	\$
2	Environmental Levy for Air Conditioning	1 Each	\$	\$
3	Environmental Levy for Tires	1 Each	\$	\$
4	Environmental Levy for Batteries	1 Each	\$	\$
5	Other Levies, Fees, or Taxes (Please Identify : )		\$	\$
6	GST		\$	\$
7	PST		\$	\$
<b>Total Price FOB Ladysmith, BC</b>				\$

**Optional:**

DESCRIPTION	UNIT PRICE EXCLUDING PST & GST
Extended Warranty: (Specify term: )	\$

Please confirm that if you are identified as the preferred bidder, you are committed to holding the goods / service unsold for 60 days	
Guaranteed delivery time from receipt of purchase order	days

<b>WARRANTY</b>
<p><i>Please provide details respecting the warranty provided with the vehicles including term and extension options. Identify the location from which warranty service is provided.</i></p> <p>   </p>

## SCHEDULE "C"

### Contract General Conditions

<b>GENERAL CONDITIONS</b>
---------------------------

#### 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 process in 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 at [lthew@ladysmith.ca](mailto:lthew@ladysmith.ca) or 250-245-6447.