
**REQUEST FOR TENDER
2023-07 TOO**

Asphalt Patching/Repairing 2023



Closing: August 9, 2023 @ 2:00:00 p.m.

**Town of Oxford
105 Lower Main Street
Oxford, NS
B0M 1P0**



TABLE OF CONTENTS

1) Information to Bidders	4
Tender Submission.....	4
Tender Opening/Revision of Tender Submission	6
Local Preference/TimeCompletion/Delivery/Cancellation/Errors/Form/Liability	6
Planning/Safety/Indemnity/Clarification/	7
Evaluation/Conditions/Termination/Contact	8
Liquidated Damages/Warranty.....	9
2) Scope of Work	9
Scheduling of Work/Notification/Traffic Control/Permits/Supervision	9
3) Documentation Requirements	14
ATTACHMENT "A" – Terms & Conditions	16
FORM OF TENDER	17



Request for Tender 2023-07 TOO
Asphalt Patching / Repairing 2023

THESE PROJECT DOCUMENTS HAVE BEEN PREPARED FOR USE WITH AND REQUIRE BEING READ IN CONJUNCTION WITH THE STANDARD SPECIFICATION FOR MUNICIPAL SERVICES AS PUBLISHED BY:

- THE NOVA SCOTIA ROAD BUILDERS' ASSOCIATION, and the CONSULTING ENGINEERS OF NOVA SCOTIA JOINT COMMITTEE ON CONTRACT DOCUMENTS.

COPIES OF THE STANDARD SPECIFICATION ARE AVAILABLE FROM:

THE JOINT COMMITTEE ON CONTRACT DOCUMENTS
18 Laurier Street, Dartmouth, NS B3A 2G7

TELEPHONE: 902-233-9362

OR

E-MAIL: nsmunicipalservices@gmail.com

Bid Submission Checklist:

Submit WITH the Tender:

- Tender Deposit
- Contractor Experience details
- Performance Guarantee
- Proof of Safety Certification
- WCB Clearance Letter with a current, valid date
- Certificate of Insurance, with Town of Oxford named as additional insured
- Contractor Employees
- Addenda pages, if applicable
- Signed Attachment "A"
- Signed Form of Tender
- Any other document(s) deemed mandatory per the instructions included in RFT-2023-07 TOO

Sealed envelope to indicate:

- Tender ID
- Company name and full address of bidder

FAILURE TO SUBMIT ANY OF THE INFORMATION/DOCUMENTS LISTED AS REQUIRED WITHIN THIS DOCUMENT COULD RESULT IN BIDDER BEING DEEMED NON-COMPLIANT AS FAILING TO SUBMIT ALL MANDATORIES.

1 INFORMATION TO BIDDERS

1.1 INTRODUCTION

1.1.1 The work covered by this Request for Tenders consists of the following:

Providing asphalt pavement patching and service cut patching to Town of Oxford streets, as marked and directed in writing by Town Staff.

Documents are available electronically by visiting <https://oxfordns.ca/> or available for pick-up at reception at Town Hall, 105 Lower Main Street.

1.1.2 CONTACT

1.1.2 **ALL** questions relating to this Request for Tenders to be directed **IN WRITING** to:

Name: Linda Cloney

Title: Chief Administrative Officer

Phone: 902-447-2624

Email: lcloney@oxfordns.ca

1.1.3 Should any question raised by a bidder necessitate an addendum to this Request for Tender, addendum notice will be posted on the Provincial (<https://beta.novascotia.ca/find-public-tender-notices>) and Town of Oxford (<https://oxfordns.ca/>) websites.

1.1.4 The Town of Oxford has the right to reject any vendor that is found to be in communication with a Town staff member other than the contact above. The Town will not, and cannot be held responsible for, any information used within a tender that has not been communicated through this RFT, an addendum issued by Town staff specific to this RFT, and/or including information heard or communicated at any site visit.

1.2 TENDER SUBMISSION

Tenderers to submit completed Form of Tender, and submit all other documents as required by the invitation, for the project below by August 9, 2023, by 2:00:00 p.m. local time.

Bids will be accepted in two formats: a complete hard copy submission, or electronically by emailing: **lcloney@oxfordns.ca**. Electronic submissions must be complete electronically. Ensure the email subject line OR the main outside envelope is marked with the Tender ID:

TENDER: RFT-2023-07TOO ASPHALT PATCHING 2023

**ATTENTION: LINDA CLONEY
CHIEF ADMINISTRATIVE OFFICER**

1.2.1 Bids will be accepted in two formats: a complete hard copy submission, or a complete electronic submission by emailing: **lcloney@oxfordns.ca**.

1.2.1.1 Electronic submissions must be complete electronically. Ensure the email subject line OR the main outside envelope is marked with the Tender ID.

1.2.1.2 Failure to mark the subject line with the Tender ID OR the outside of any envelopes received could result in a bid being rejected as late.

Location:

1.2.2.3 Electronic bids must be received by the time listed above on the computer being used to open the submissions sent to icloney@oxfordns.ca. The date and time on email server of the Town of Oxford will be taken as the correct time.

1.2.2.4 Hard copy bids must be received and stamped received by reception staff at Town Hall. Always allow time to be served by staff. **Reception staff will serve customers on a first-come first-serve basis, and this will not be an acceptable reason for lateness.**

It is solely the responsibility of each bidder to ensure their Tender Submission arrives on time. Late Tender Submissions will not be accepted.

1.2.2.5 Tenderers are advised the Town of Oxford has electronic mail security systems in place and therefore tenderers must allow sufficient time before the official closing time of the tender to be received by the Town of Oxford electronic mail system. The Town of Oxford is not responsible for electronic mail submission failures in any way, for any reason.

1.2.2.6 Bids may be withdrawn at any time prior to opening.

1.2.3 Any submissions or addenda submitted by fax, or telephone will not be accepted under any circumstances.

1.2.4 All submissions must be firm for 90 calendar days. The price is to include any and all delivery charges, FOB Oxford, Nova Scotia.

1.2.5 The Town of Oxford reserves the right to waive technicalities, reject any or all bids, or any portion thereof, to advertise for new submissions, to proceed to do the work otherwise, or to abandon the work, if in the best interest of the Town.

1.2.6 The Town of Oxford reserves the right to request clarification of information submitted and to request additional information, if required. All costs associated with the presentation of the tender submission and any supplemental information shall be borne solely by the bidder and shall not be passed on to the Town under any circumstances.

1.2.7 The proponent is responsible for obtaining any needed clarification of the Tender while it is open. Questions are to be directed in writing to the contact named in the tender. Email is the preferred method of contact. No verbal responses will be given. Only information received from the contact is considered valid and is to be used within the tender response.

1.2.7.1 Bidders will be deemed to have familiarized themselves with the existing working conditions which may affect the performance of the Contract. No claims for extra compensation resulting from failure to investigate will be paid.

1.2.8 The Town of Oxford reserves the right to inspect any work performed as a result of this tender, either during the life of the project or at completion and shall be the sole judge as to whether the work performed is satisfactory.

1.2.9 The Town of Oxford reserves the right to cancel the contract immediately upon written notice, if, in the opinion of Chief Administrative Officer, the successful Proponent is not fulfilling the terms, conditions and specifications of the contract.

1.2.9.1 All fees will be paid up to the date the work terminates, based on the work plan submitted and actual work completed, provided that work has been approved by Town Staff as satisfactory, and there are no outstanding 3rd party insurance claims against the Contractor. The Town of Oxford has sole discretion in all matters.

1.2.9.2 Tender approval will be contingent on the bid being approved by the Chief Administrative Officer of the Town of Oxford, who may at any time, choose to forward the bid to Oxford Town Council for Council's approval. The successful proponent and the Town of Oxford can then proceed to settle, draft, and sign the necessary legal agreement.

1.2.9.3 Tender approval will be contingent on Council approval of the 2023/24 Operational Budget, and should that budget be not approved, the Town of Oxford has the right to cancel the contract, modify the contract, or change the work, as necessary.

1.2.10 Failure to comply with any requirements of this RFT could result in the rejection of the bid or delay in payment.

1.2.11 This RFT is subject to the Canadian Free Trade Agreement and the Atlantic Procurement Agreement.

1.3 TENDER OPENING

1.3.1 Tender will be opened publicly, immediately following closing at 2:00:00 PM local time.

1.3.2 Masks are encouraged.

1.4 REVISION OF TENDER SUBMISSION

1.4.1 The Town of Oxford reserves the right to amend this Request for Tenders at any time before the closing date and will issue an addendum should a change be required.

1.4.2 Revisions shall be submitted only by signed letter delivered to the address as stated in Tender submission. Only the bidder's entries on the delivered tender offer may be revised. The revision must state only the amount by which a figure is to be increased or decreased, or specific directions as to the exclusion or inclusion of particular words. The revision shall not include the total bid price.

1.5 LOCAL PREFERENCE

1.5.1 Local preference will apply to this Request for Tenders as per the Town of Oxford Procurement Policy - Section 17 (<https://www.oxfordns.ca/policies.html>).

1.5.2 The Town shall apply a 5% preference to the price offered by a local business as compared with non-local businesses, such that the price offered by the local business is adjusted lower by 5% for the purposes of evaluating which goods, services or construction offer best value.

1.5.3 In accordance with the Atlantic Procurement Agreement, the local preference described above does not apply to the following procurements:

- i) goods that have a value of \$25,000 or greater;
- ii) services that have a value of \$50,000 or greater;
- iii) construction that has a value of \$100,000 or greater

1.6 TIME/COMPLETION/DELIVERY/CANCELLATION

1.6.1 Time is of the essence in all matters under this order and the specified completion/delivery dates should be carefully considered before bidders enter a promised date on this form. Failure to meet promised completion/delivery dates may result in cancellation of any subsequent order.

1.7 ERRORS

1.7.1 Bid submissions, as received, shall be considered final and no bid submission shall be altered, amended or withdrawn after the specified closing date.

1.7.2 In the event of an error in calculation of the extended price, the unit price will be taken as correct and will govern in the Bid evaluation and contract administration.

1.8 FORM

1.8.1 Bid submission will not be accepted unless properly signed and submitted on this form.

1.8.2 Qualifying clauses or exceptions may result in rejection of the bid.

1.9 LIABILITY

1.9.1 The bidder acknowledges that they are an independent contractor and shall indemnify, protect and save harmless the Town of Oxford, its agents, employees, successors and assigns from any and all damages, liabilities and claims of whatsoever nature arising out of the furnishing by the Vendor, its agents or employees, of the materials covered by this order or incidental or ancillary thereto.

1.9.2 Any claims against a Bidder/Contractor working on behalf of the Town of Oxford must be documented and the claims process started within 3 days of receipt of original complaint by either the Town or the Contractor. The Town of Oxford will not pay complete any Contractor with an outstanding insurance claim brought forward during the contracted work. Monies held are not a holdback but are to ensure vendor resolves the claim(s) to the satisfaction of the Town of Oxford. The Town of Oxford has the sole discretion in this matter and the Town will require proof of resolution/claims process having been completed.

1.10 PLANNING/PREDESIGN

1.10.1 Following the award of the Request for Tenders, the winning bidder will meet with Town staff to develop the detailed project schedule. Once complete, no change orders will be made to the design and/or construction details without the authorization of the Town Public Works Supervisor, or designate, in writing.

1.10.2 The Contractor will be required to coordinate with all suppliers and specialized contractors. The Contractor will provide on-going supervision as required, to oversee each phase of project development, and report to the Town Public Works Supervisor, or designate, at regular scheduled intervals, which will be determined at the initial meeting held prior to work commencement.

1.10.3 The Owner will have access to all information throughout the project.

1.11 SAFETY

1.11.1 If the project is deemed construction in nature, bidder will be responsible for all safety measures at the construction site. Bidder will be responsible to ensure all employees, contractors and sub-contractors follow all safety regulations such as the Nova Scotia Occupational Health and Safety Act. Bidder is responsible to deal with concerns or hazards that may develop during the course of the project and shall set up safety procedures for contractors, employees and sub-contractors to follow.

1.12 INDEMNITY

1.12.1 If the Contract is awarded, the successful bidder shall indemnify and save harmless the Town of Oxford and its directors, officers, employees and agents from and against any and all liability, claims, demands, losses, costs, damages, actions, suits or proceedings, including solicitor's fees, howsoever arising or incurred, including those alleging damage to property or injury to, or death of, any person arising out of or attributable to the contractor's performance of or the failure to perform the Work of the contract awarded.

1.12.2 Any property or work to be provided by the contractor under this contract will remain at the Contractor's risk and the Contractor will replace, at the Contractor's expense, all property or work damaged by any cause whatsoever.

1.13 CLARIFICATION AND ADDENDA

1.13.1 Notify the Chief Administrative Officer not less than five (5) working days before Request for Tenders Closing of omissions, errors, or ambiguities found in Request for Tender documents. If Chief Administrative Officer and/or Public Works Supervisor, or designate considers that correction, explanation, or interpretation is necessary, a written addendum will be issued.

1.13.2 All addenda will form part of Contract Documents.

1.14 EVALUATION

1.14.1 In evaluating the Tender, the Town may consider criteria, including but not limited to:

1.14.1.1 the Tender price;

1.14.1.2 the Tenderer's ability to complete the project within the scheduled time and/or completion date

1.14.1.3 the Tenderer's ability to cooperate and work effectively with the Town, its consultants, and representatives;

1.14.1.4 the Tenderer's ability to present cost saving opportunities which may be appropriate and acceptable to the CAO or Public Works Supervisor and to the Municipality;

1.14.1.5 the financial strength and capability of the Tenderer.

1.15 CONDITIONS OF PURCHASE

1.15.1 The bidder warrants and agrees that for a period of one year from the date of delivery or performance, the goods or services set out in the order are and shall be supplied or manufactured in a good and workmanlike manner. No substitution of alternate quality shall be permitted unless previously agreed to by the Town of Oxford and confirmed in writing.

1.16 TERMINATION

1.16.1 Termination of Convenience:

The Town of Oxford may terminate a contract in whole or in part, whenever the Town determines that such a termination is in the best interest of the Town, without showing cause, upon giving written notice to the bidder. The Town of Oxford shall pay all reasonable costs incurred by the bidder up to the date of termination. However, in no event shall the bidder be paid an amount which exceeds the bid price for the work performed. The bidder shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to date of termination.

1.16.2 Termination of Default:

When the bidder has not performed or has unsatisfactorily performed the contract, the Town of Oxford may terminate the contract for default. Upon termination for default, payment will be withheld at the discretion of the Town of Oxford. Failure on the part of the bidder to fulfill the contractual obligations shall be considered just cause for termination of the contract. The bidder will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the Town of Oxford in re-procuring and completing the work.



1.18 WARRANTY

1.18.1 Title to all materials and equipment shall be furnished free and clear of all liens, charges, or other encumbrances.

2 SCOPE OF WORK

2.1 GENERAL

2.1.1 The work covered by this Request for Tenders consists of the following:

Providing asphalt pavement patching and service cut patching to Town of Oxford streets as marked and directed in writing by Town Staff.

2.2 SCHEDULING OF WORK

2.2.1 The Town must be contacted one full business day prior to the commencement of any portion of the job.

2.2.2 All delivery slips for asphalt/gravel must be signed as received by the Town before invoices are submitted for payment.

2.3 TRAFFIC CONTROL

2.3.1 Contractor is to be responsible for providing traffic control in accordance with Nova Scotia Department of Transportation and Public Works Infrastructure Renewal Temporary Workplace Traffic Control Manual 2018 (or latest revision).

2.3.1.2 Collector and local streets may be blocked off during contract work provided any commercial business has continual access from at least one direction.

2.3.1.3 If a street is to be blocked off, it is the responsibility of the contractor, and they shall contact the Town of Oxford Public Works Supervisor at 397-3002 to advise each day of closures.

2.4 SUPERVISION AND COMMUNICATION

2.4.1 The contractor will have a project manager on site at all times who is fully qualified to properly direct the project and is experienced with all aspects of the manufacturer's recommendation for a complete and proper installation.

2.4.2 The Town will provide an Inspector who shall mark all areas that are to be patched and identify the type of patching for the contractor (hand patching or spreader patching).

2.4.3 No extra work will be paid for by the contractor without the written prior approval of the work by the owner. Invoices for work that did not receive prior approval will be denied.

2.5 NOTIFICATION

2.5.1 Contractor is responsible for contacting Heritage Gas prior to excavating utility cuts.

2.6 STRUCTURES

2.6.1 The Contractor is responsible to verify and record the location of all manholes, catch basins and valves. The Contractor shall not pave over any structures. Any manholes, catch basins or valves found to be paved over shall be located, excavated as required, cleaned out and repaved at the Contractor's expense.



2.7 OXFORD STREETS FOR WORK TO BE DONE

2.7.1

Main Street – between civic numbers 5102 to 5220	Skim coat on marked areas Location 5102 Main Street 20’ x 50’ Location 5130 Main Street 36’ x 370’ with two manholes and two storm drains All locations are marked
Water Street – water break patching located at civic # 273	46’ x 21’ – has a man hole the Town Staff will cut out
Water Street – water break patching located at civic # 63	25’ x 25’
Pugwash Road – between civic numbers 390 to 480	Skim coat on marked areas 22’ x 405’
Waverly Street – water break patch located at civic number 42	18’ x 12’
Waverly Street – water break patch located at civic number 78	25’ x 25’
Crescent Avenue – water break patch located at civic # 107	9’ x 36’
Handel Street – water break patch – located at intersection of Handel and McCormick Streets	15’ x 105’

2.8 SCHEDULE

2.8.1 Patching of all service cuts/skim coats on the list delivered by the Town after the contract award are to be completed by September 6, 2023.

2.8.2 Asphalt Street patching on Oxford streets on the list given to the contractor after the contract award are to be completed by September 6,2023.

2.9 GENERAL

2.9.1 This section governs the supply of all labor, equipment, and materials necessary for the placement of asphalt patching in accordance with these specifications or as directed by the Public Works Supervisor or designate. Asphalt patching shall consist of the supply and placement of asphalt under the following conditions:

- Repair or replace asphalt to the grade of existing asphalt surface (i.e.: potholes, broken areas, etc.) as marked by Town staff.
- Correct depressions in the existing asphalt surface in marked areas.

2.10 STANDARDS

2.10.1 All materials shall be supplied by the Contractor and must meet or exceed all requirements of the Nova Scotia Department of Transportation and Public Works Standard Specifications - Highway Construction and Maintenance latest edition unless these specifications provide otherwise.

2.11. MATERIALS

2.11.1 TACK COAT: Where asphalt is placed as a resurfacing layer over existing pavement, a uniform cover of RSI emulsion tack coat shall be applied at a coverage rate of 0.23 litres per square meter, prior to placing new asphalt. The full width of surface to be treated shall be cleaned to remove all sand, gravel, mud, etc., from existing paved area. This shall be incidental to the work.

2.11.1.1 The use of brooms for manual application on patching contracts is acceptable. Tack coat shall not be applied in wet weather or at an ambient temperature lower than 10°C.

2.11.1.2 Any tack coat adhering to curbs or adjacent structures along the street shall be removed at the Contractor's expense.

2.11.1.3 Traffic shall be diverted around freshly sprayed surfaces, if possible, until tack coat has set. Tack coat shall not be applied over an area greater than can be covered by the asphaltic placed in the same day. Hot mix asphalt shall not be placed until the tack coat has become tacky.

2.11.1.4 The Contractor shall be responsible to reinstate, at his own expense, any bituminous tack-coated surface which becomes fouled due to weather and/or traffic.

2.11.2 ASPHALT PAVEMENT:

2.11.2.1 Finished pavement shall conform to the lines and grades of the surrounding pavement and conforming to the existing roadway crown and slope.

2.11.2.2 The contractor may place asphalt patching by machine when possible, at the discretion of the Public Works Supervisor, or designate, to ensure a smooth, uniform surface after compaction.

2.11.3 SUBGRADE PREPARATION AND FINE GRADING

2.11.3.1 All areas that are found to be loose, soft, spongy, or composed of unsuitable material must, after certification from the Town, be dug out, refilled with Type I Gravel and compacted to 100% of maximum density.

2.11.4 SERVICE CUT PREPARATION AND PAVING

2.11.4.1 On Oxford streets the service cut or excavated area is to be patched with 100 mm of Type D and must be flush with existing asphalt.

2.11.4.2 Final Grade: The final grade must not vary more than 6mm from a straight edge across the service cut.

2.11.4.3 Excavated material shall be considered in the custody of the Contractor for disposal purposes.

2.11.5 PLACING ASPHALT PATCHING MATERIAL

2.11.5.1 For patching operations a minimum of one Class "8" 4 tonne tandem roller must be used with each patching crew. Note, no vibration is permitted.



**Request for Tender 2023-07 TOO
Asphalt Patching / Repairing 2023**

2.11.5.2 Adjacent curbs, catch basins, manholes and similar structures and places not accessible to roller, the mixture shall be thoroughly compacted by means of hot hand tampers and effectively sealed.

2.11.5.3 Asphalt patches shall be placed in rectangular sections and feathered at the edges to meet the grade of the street. The surface of the finished pavement shall be free from depressions exceeding 3mm as measured with a 3m straight edge.

2.11.5.4 Asphalt placed on existing paved surfaces shall be laid upon a dry base. Asphalt shall not be placed when rainy weather conditions prevail.

2.12 QUANTITIES AND MEASUREMENT

2.12.1 The quantities shown in the Form of Tender - Schedule of Quantities and Unit Prices are estimated.

2.12.2 Measurement for the actual quantities used to determine payments and Contract Price shall be in accordance with the section Scope of Work.

2.13 CONTRACT PRICE

2.13.1 The Contract Price shall be the sum of the products of the actual quantities that are incorporated in, or made necessary by the Work, as confirmed by count and measurement, multiplied by the appropriate Unit Prices from the Form of Tender together with any adjustments that are made in accordance with the provisions of the Contract Documents.

2.13.2 The Estimated Contract Price is the sum of the products of the estimated quantities multiplied by the appropriate Unit Prices in the Form of Tender.

2.13.3 The Estimated Contract Price is:

ITEM NO	DESCRIPTION	UNIT OF MEASUREMENT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
53	Asphalt Concrete .1 [Type 'D']	T			

TOTAL \$ _____
(EXCLUDING HST)

PROVISIONAL ITEMS:

** Tack to be used as required with the cost to be included with asphalt price.*

TOTAL \$ _____
(EXCLUDING HST)

2.14 FINAL CLEAN-UP

2.14.1 Immediately after the completion of the work on each street, the Contractor shall remove from the street all unused material, refuse and dirt placed by, on or in the vicinity of the work and leave the street in a neat and clean condition.



2.15 REPLACEMENTS

2.15.1 If, at any time before the end of the current paving season, (i.e.: October 31) any raveling, shoving or other fault develops in the pavement as laid, all materials in such place shall be removed, the edges of the joints cut square and painted with tack coat and fresh mixture placed and compacted. All such removal and replacement of unsatisfactory material shall be done at the expense of the Contractor.

3 DOCUMENTATION REQUIREMENTS

THE TENDERER WILL INCLUDE WITH TENDER SUBMISSION:

3.1 TENDER DEPOSIT

3.1.1 The Bidder will submit with the tender, a certified cheque, Bid Bond, or irrevocable letter of credit in the amount of ten percent (10%) of the Contract Price, payable to the Town of Oxford and the Tenderer agrees this amount may be forfeited if the winning proponent fails to comply with any other provisions of this RFP.

3.1.1.1 The tender deposit shall be returned to the unsuccessful Proponent(s) after a Contract has been signed with the successful proponent.

3.2 CONTRACTOR EXPERIENCE

3.2.1 The Bidder will include with submission a corporate overview outlining their related experience in the required services.

3.2.2 The Tenderer will include with submission the name(s) of staff deemed by the contractor to be supervisory staff.

3.3 PERFORMANCE GUARANTEE

3.3.1 The Contractor shall, prior to commencement of the work, provide to the Owner a Performance Bond and a Labour and Materials Bond, each in the amount of fifty percent (50%) of the Total Amount Payable. Should it become apparent that the final cost of the project will exceed the Total Amount Payable by more than ten percent (10%), the Contractor shall arrange to have the bonds reissued, based on the projected final project cost.

3.3.1.1 The Owner will retain the tender security until the work has been substantially completed, as determined by the Public Works Supervisor, or designate.

3.4 SAFETY CERTIFICATION

3.4.1 The Bidder will include with submission a copy of Bidder's current and valid Letter of Good Standing issued by the Nova Scotia Construction Safety Association, or a recognized safety certified company, with sole discretion of acceptance with the Town of Oxford.

3.4.2 if the Contractor being recommended for award is an out-of-province company, a current and valid Letter of Good Standing from their province of origin or from a recognized Safety Association which utilizes an external audit element, shall be supplied.

3.4.2.1 The Town reserves the right to reject the letter of good standing should it consider the Safety Association not level with its counterpart in Nova Scotia.

3.5 WORKERS' COMPENSATION

3.5.1 The Bidder will include with submission a certificate of good standing with the Workers' Compensation Board of Nova Scotia.

3.6 INSURANCE CERTIFICATE

3.5.2 The Bidder will include with submission a valid insurance certificate, proving:

3.5.2.1 General Liability Insurance not less than \$5,000,000, inclusive per occurrence for bodily injury, death and damage to property. This insurance shall be maintained continuously from commencement of the Work until completion of the Work.

3.5.2.2 Automobile Liability Insurance in respect to licensed vehicles of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property.

3.5.2.3 Within 14 days of award, and before a contract can be signed/work can begin, the winning Contractor will issue to the Town a valid insurance certificate **with the Town of Oxford named under additional insured.**

3.7 REFERENCES

3.7.1 List three references for similar Work performed for other municipal units.

3.7.1.1 The Town of Oxford reserves the right to evaluate references other than those listed.

3.1.7.2 Where possible, the references will not be the Town of Oxford

3.8 SUPPORT

3.8.1 Supplier to specify where main office is located and how supplier will offer after sales support.

3.9 SUBCONTRACTORS

3.9.1 Proponent will include a list of subcontractors to be used.

3.10 PROPOSAL FORM

3.10.1 Proponent will include an authorized/signed copy of the proposal form.

3.11 ADDENDA

3.11.1 Proponent will include initialed addenda pages, if applicable.

3.12 ATTACHMENT 'A'

3.12.1 Proponent will include the signature page only of Attachment 'A'.



ATTACHMENT "A"

[Atlantic Standard Terms and Conditions](#)
[Standard Terms and Conditions – The Council of Atlantic Premiers \(cap-cpma.ca\)](#)

NOTE: These Terms and Conditions and the Supplements for the Town of Oxford shall apply to those documents that reference them specifically. In the event of any conflict or disagreement between these Terms and Conditions and the Invitation documents, the Invitation documents have precedence and will be assumed to be correct.

These Terms and Conditions are intended to cover a wide range of procurements, including goods and services. As such, not all clauses will be applicable in all situations.

If Proponents have questions regarding any of these Terms and Conditions, they must call the contact person named on the Invitation form.

To satisfy special requirements, supplementary Terms and Conditions may also apply to some acquisitions. If this is the case, the Invitation documents will reference any such documents, in addition to these Terms and Conditions.

Failure to completely comply with these Terms and Conditions could cause the Proponent's Proponent to be disqualified.

AS EVIDENCE OF THE PROPONENT'S INTENT TO BE LEGALLY BOUND BY THIS ATTACHEMENT A AND HAS ACCORDINGLY READ THE ATLANTIC STANDARD TERMS AND CONDITIONS, THE PROPONENT HAS EXECUTED AND DELIVERED THIS ATTACHMENT A, AS AN INTEGRAL PART OF ITS TENDER FORM IN THE MANNER AND SPACE SET OUT BELOW:

Authorized Signatory for the Proponent

Date

Print Name and Title



1. SALUTATION

- .1 **To:** Town of Oxford
105 Lower Main Street
Oxford, NS B0M 1P0

ATTENTION: LINDA CLONEY
Chief Administrative Officer

- .2 **For:** **RFT-2023-07 TOO ASPHALT / REPAIR PATCHING 2023**

- .3 **From:** _____

2. TENDERER DECLARES:

- .1 That this tender was made without collusion or fraud.
- .2 That he has carefully examined the proposed work; familiarized himself with local conditions, including labor conditions; carefully examined the Contract Documents and taken all the foregoing into consideration in preparation of this Tender.
- .3 That addenda numbers _____ to _____ inclusive were carefully examined.

3. TENDERER AGREES:

- .1 To enter into a contract to supply all labour, material and equipment and to do all work necessary for the price stated in Subsection 4 hereunder, Schedule of Quantities and Unit Prices.
- .2 That this Tender is valid for acceptance for **90** days from Tender Closing.
- .3 To provide documentation as listed within the Tender document.
- .4 That failure to enter into a formal contract and give specified insurance, tender security, WCB and safety certificates will constitute grounds for forfeiture of certified cheque or enforcement of bid bond.
- .5 That if certified cheque is forfeited, Owner will retain the difference in money between amount of Tender and amount for which Owner legally contracts with another party to perform the Work and will refund the balance, if any, to Tenderer.
- .6 That the Contract Documents include:
- .1 Completed Tender Form
 - .2 Completed Attachment A



4. COMPLETION TIME

.1 Tenderer agrees the contract will be valid until March 31, 2024. Work to be completed as written within the tender document RFT-2023-07 TOO.

5. ADDITIONAL WORK

.1 It is important to note that all work in addition to the work identified in the contract must be approved by the project manager and specifically any work that has a value greater than \$ 1,999 needs to have written approval before proceeding. Work greater than \$1,999 completed without written approval will not be paid.

6. SIGNATURES

DATED THIS ____ DAY OF _____, 2023.

[Seal] Name of Firm Tendering

Signature of Signing Officer

Name and Title of Signing Officer (Printed)

Witness Name and Title (Printed)

Witness Name and Title (Printed)

Full Company Address, with Postal Code

Telephone No.

Fax No.

****NOTE:** Tenders submitted by or on behalf of any Corporation must be signed in the name of such Corporation by a duly authorized officer or agent.