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Tender 2019-03  
CAPITAL PAVING OF TOWN STREETS 2019



TOWN OF OXFORD  
105 Lower Main Street  
PO Box 338  
OXFORD, NS B0M 1P0



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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](mailto:nsmunicipalservices@gmail.com)

#### Bid Submission Checklist:

##### Submit WITH the Tender:

- Signed & Sealed (or letter of signing authority) Form of Tender
- Tender Deposit
- Signature sheet for Attachment "A"
- Addenda indicated where appropriate on Form of Tender
- Contractor Experience details

##### Submit before Articles of Agreement:

- Performance Guarantee
- WCB Clearance Letter with a current, valid date
- Proof of Safety Certification
- Certificate of Insurance, with Town of Oxford named as additional insured

##### Sealed envelope to indicate:

- Tender ID
- Company name and full address of bidder



## 1.0 GENERAL INSTRUCTIONS

### TENDER SUBMISSION

Submit completed Tender Form and required tender documents for this project by **2:00:00 PM local time, Wednesday, August 21, 2019**, in a sealed envelope clearly marked as follows:

#### TENDER-2019-03-CAPITAL PAVING OF TOWN STREETS 2019

**TOWN OF OXFORD  
105 LOWER MAIN STREET  
PO BOX 338  
OXFORD, NS B0M 1P0**

**ATTENTION: RACHEL JONES  
CHIEF ADMINISTRATIVE OFFICER**

Any tenders submitted by fax or telephone will not be accepted under any circumstances.

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

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 proposal and any supplemental information shall be borne solely by the bidder, and shall not be passed on to the Town under any circumstances.

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. All fees will be paid up to the date the work terminates, based on the work plan submitted and actual work completed.

### TENDER OPENING

Tenders will be opened publicly, at Oxford Town Hall, 105 Lower Main Street, immediately following closing as listed above.

### TIME

Time is of the essence in all matters arising under this order.

### REVISION OF TENDER

Revisions shall be submitted only by signed letter delivered. 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.



## LOCAL PREFERENCE

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.

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

## COMPLETION/DELIVERY/CANCELLATION

Time is of the essence 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.

## ERRORS

Tender as received shall be considered final and no tender shall be altered, amended or withdrawn after the specified closing date.

## FORM

Quotations will not be accepted unless properly signed and submitted on this form. Qualifying clauses or exceptions may result in rejection of the quotation.

## LIABILITY

The Bidder acknowledges that they are an independent contractor and shall indemnify, protect and save harmless the Purchaser, 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.

Any claims against a 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. The Town of Oxford will not pay complete any contractor with an outstanding insurance claim brought forward during the contracted work.

## EVALUATION

In evaluating the Tender, the Town may consider criteria, including:

- the proposed price;
- the proposed completion date;
- the Tenderer's ability to complete the work within the scheduled time;
- the Tenderer's ability to effectively manage and perform the work;
- the Tenderer's ability to cooperate and work effectively with the Town, its consultants and representatives;



- the Tenderer's ability to present cost saving opportunities which may be appropriate and acceptable to the Consultant and to the Corporation;
- the financial strength and capability of the Tenderer.

#### **TRAFFIC CONTROL**

Contractor to be responsible for providing traffic control in accordance with the Nova Scotia Department of Transportation and Public Works Infrastructure Renewal Temporary Workplace Traffic Control Manual 2009 (or latest revision). Collector and local streets may be blocked off during contract work provided any commercial business has continual access from at least one direction. If a street is to be blocked off it is the responsibility of the contractor and they shall contact the Town of Oxford at 902-447-2170 to advise each day of closures.

#### **TENDERERS TO INVESTIGATE**

Tenderers 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.

#### **SUPERVISION AND COMMUNICATION**

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 manufacturers recommendations for a complete and proper installation.

#### **SCHEDULING OF WORK/SITE INSPECTOR/DELIVERY SLIPS**

The contractor may arrange to do the work in sections or all at once, however, the Town **must** be contacted three full business days prior to the commencement of any portion of the job. All delivery slips for asphalt/gravel must be signed as received by the Town before invoices are submitted for payment.

#### **LIQUIDATED DAMAGES**

Below is the expected start date for this tender however this may be subject to change and is therefore presented primarily for guidance;

**Expected start date is September 9, 2019.**

The Town of Oxford and the successful proponent will agree that, in the event that the Work, or portions of the Work, as identified in the Contract documents are not completed substantially as specified in the Contract, that the Town will suffer damages, which are difficult to identify with precision because of the nature of the project.

The successful proponent and the Town agree that a fair pre-estimate of the amount of set damages is 500 hundred dollars (\$500) per calendar day. Therefore, the parties agree that the successful proponent shall pay to the Town for each and every calendar day after the identified Contract completion date, the sum of five hundred dollars (\$500.00) determined by the parties hereto to be liquidated damages, not a penalty. These damages will be deducted from the contract amount.



## NOTIFICATION

Contractor is responsible for contacting Heritage Gas prior to excavating.

## CONTACT

**Name:** Wes Adshade

**Title:** Public Works Director

**Phone:** 902-447-3110

**Email:** [wesadshade@oxfordns.ca](mailto:wesadshade@oxfordns.ca)

Should any question raised by a bidder necessitate an addendum to this proposal, a notice of addendum will be posted on the Provincial ([www.novascotia.ca/tenders](http://www.novascotia.ca/tenders)) and Town of Oxford ([www.town.oxford.ns.ca](http://www.town.oxford.ns.ca)) websites.

## 2.0 SCOPE OF WORK

- 1) **Thompson Road:** Overlay existing street surface with 76 mm of Type “D” asphalt concrete surface course. 400 feet long x 16 feet wide
- 2) **Horton Street:** Overlay existing street surface with 76 mm of Type “D” asphalt concrete surface course. 400 feet x 16 feet
- 3) **Crescent Drive:** Overlay existing street surface with 76 mm of Type “D” asphalt concrete surface course. 500 feet x 19 feet
- 4) **New Hansford Road:** Overlay existing street surface with 50 mm of Type “D” asphalt concrete surface course. 300 feet x 16 feet

The contractor must get Town approval of proposed construction procedures and schedules prior to beginning construction. Contractor shall, whenever possible, maintain access for all residents to their homes and **must** give 24 hours’ notice of access removal to their residence.

This tender and all bids must comply with the Town of Oxford’s Procurement Policy, effective December 18, 2018.



### 3.0 DOCUMENTATION REQUIREMENTS

**THE TENDERER SHALL SUBMIT WITH TENDER:**

**1) TENDER DEPOSIT**

The Tenderer shall submit ***with 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 in the event that the tender is withdrawn after closing or the Tenderer fails to comply with any other provisions of this Tender. The tender deposit shall be returned to the unsuccessful Tenderer(s) after a Contract has been signed with the successful Tenderer.

**2) CONTRACTOR EXPERIENCE**

All bidders shall provide a corporate overview outlining their related experience in the contracting business. Contractor shall indicate total number of employees required to do the work and the number of local employees to be hired, if any.

**3) SIGNATURE SHEET FROM ATTACHMENT 'A'**

**4) SIGNED FORM OF TENDER, WITH ADDENDA NOTED WHERE APPROPRIATE**

**THE TENDERER SHALL SUBMIT BEFORE ARTICLES OF AGREEMENT MAY BE SIGNED:**

**5) SAFETY CERTIFICATION**

**Before a proponent can be recommended to Council for approval, a contract can be signed or work can commence:**

If the Contractor being recommended to Council is from Nova Scotia, copy of Tenderer's current and valid Letter of Good Standing issued by the Nova Scotia Construction Safety Association or a recognized safety certified company **must be supplied**.

Out of province companies may obtain a Letter of Good Standing from the Nova Scotia Construction Safety Association, or a recognized safety certified company, upon submission of documentation verifying training and compliance with the NS OH&S Act and Regulations.

**In any event, out of province Tenderers will have to satisfy and provide proof from the Nova Scotia Construction Association in respect to their safety status prior to being awarded a contract.**

**6) PERFORMANCE GUARANTEE**

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. The Owner will retain the tender security until the work has been substantially completed, as determined by the Engineer.





**7) WORKERS' COMPENSATION**

The proposed winning Contractor shall provide a certificate of good standing with the Workers' Compensation Board of Nova Scotia.

Out-of-province Tenderers will be required to register with the Workers' Compensation Board of Nova Scotia to be eligible to receive award of Contract. The Town may, at its sole discretion, accept proof of registration for Workers' Compensation coverage from a jurisdiction with a reciprocal agreement with Nova Scotia or such other form of Workers' Compensation coverage deemed by the Town to be sufficient to protect its interests.

**8) INSURANCE CERTIFICATE**

The proposed winning Contractor shall provide a valid insurance certificate, **with the Town of Oxford named under additional insured, and:**

- General Liability Insurance not less than \$2,000,000, 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.
- Automobile Liability Insurance in respect to licensed vehicles of not less than \$2,000,000



## ATTACHMENT "A"

**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 Bidders 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 Bidder's Bid to be disqualified.*

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### 1. Definitions

**Bid-** Bidder's written offer to provide the required goods or services at a given price or rate, or any similar document issued in reply to an Invitation. May also be referred to as a Proposal, Tender, Quotation, Submission, Response or similar name.

**Bidder-** Any person, business or Consortium that submits a bid.

**Broader Public Sector-** Any governmental or government-funded entity within a Province, including the MASH sector (Municipal governments, Academic institutions such as universities and community colleges, School boards and Hospitals). This includes all government departments, agencies, boards, offices and commissions and Crown Corporations.

**Consortium-** Two or more Bidders having no formal corporate links, who submit a joint bid.

**"Contract"** -The legal agreement, if any, entered into between the Town of Oxford and the successful bidder following approval of the Contract by the Town of Oxford, and the settlement, execution and delivery of the same by each party to the Contract.

**Fax Bid-** A Bid submitted by means of facsimile transmission over telephone lines.

**Invitation-** A formal request for prices or responses, in printed form, with sealed Bids, faxed Bids or similar responses opened at a given time. May also be referred to as a Tender, Request for Quotations, Request for Proposals, Request for Information, Pre-Qualification, Request for Expression of Interest or similar name. The Invitation incorporates any addenda that may be issued.



**“Losses”**- Means in respect of any matter all:

- (a) direct or indirect, as well as
- (b) consequential,

Claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).

**Paper Bid**- A Bid submitted in printed form, not through facsimile or other electronic medium.

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**Denotations:** The words "may" "could" or "should" denote the permissive. The words "must", "shall" or "will" denote the imperative.

## 2. Date, Time and Place of Closing and Opening; Late Bids

Invitations will close at the time, date and location specified in the Invitation documents.

All Bids must be received in their entirety *at or before* the closing time specified; Bidders are responsible for ensuring that their Bid, however submitted, is received on time and at the location specified.

All times are local times (Atlantic Time).

Bids received late, or not received completely by the closing time will not be considered; the Reception Area time clock (located at Town Hall, 105 Lower Main Street, Oxford, Nova Scotia) will be assumed to be correct in the event of dispute. Late bids will be rejected/returned.

All Bids must be sent to the Town of Oxford, Town Hall building (as identified in the Invitation documents), and will be opened there.

Bids will be opened publicly at the time and date specified in the Invitation. The public is allowed to attend Bid openings for most publicly-advertised Invitations - the website Invitation Notice, advertisement and/or **the Invitation document itself will specify if the Bid opening can be attended by the public.**

## 3. Methods of Submission

### *General*

Bids must be legible and complete, must include the Invitation number and identify the Bidder's full legal name and address and supply all information requested; incomplete or illegible Bids are subject to rejection.

**All bids received must be signed and dated by the authorized signatory for the bidder, with name and title clear and legible, on signature page of attachment A.**



All questions or areas on the Invitation form must be answered, even if it is only to indicate that the referenced item is not available; blank items will be assumed to be unavailable, and may result in rejection of Bidder's Bid.

Where the price summaries of the Bid do not fully explain the cost implications of an item, additional pricing detail should be attached, and shall form part of the Bid.

Prices should be broken down as requested; if the cost of an item has been included in some other item, enter "Included in Item [nn]".

#### ***E-Mail or Paper Bids***

Bids must be submitted via e-mail in PDF format (subject line: Oxford Capital Paving Tender #2019-03) or in a sealed, opaque envelope or package clearly marked "Oxford Capital Paving Tender #2019-03.

The Bidder's name, the Invitation number and the Invitation closing date should be clearly visible on the outside of the envelope or package.

The Bid must be signed by an appropriate authorized official of the firm submitting the Bid.

#### ***Fax Bids***

Any bids submitted by fax or telephone will not be accepted under any circumstances.

#### **4. Obtaining Documents**

Bids are to be submitted on the official Invitation forms as issued through the Town of Oxford office; failure to use the correct forms could result in the Bid being rejected.

It is the Bidder's responsibility to obtain Invitation documents at their cost.

Bidders must not alter any portion of the Invitation or associated documents, with the exception of adding the information requested by the Invitation. Bids containing clauses additional to the Invitation that are "qualified" or "conditional" may be rejected.

The Invitation, or any supplementary document or portion thereof is proprietary information, and must not be used by the Bidder for any purpose other than the submission of Bids without the permission of the Town of Oxford.

Invitation documents are available directly from the Town of Oxford office at 105 Lower Main Street, Oxford, NS (Town Hall), or by email from [cao@oxfordns.ca](mailto:cao@oxfordns.ca)

Notices of tenders are viewed on the Town of Oxford website at [www.town.oxford.ns.ca](http://www.town.oxford.ns.ca) and the Nova Scotia Public Tenders website at [www.gov.ns.ca/tenders](http://www.gov.ns.ca/tenders).

#### **5. Vendor Registration**



Bidder Registration: There is no requirement for Bidders to register with the Town of Oxford Supplier Registry to receive Invitation documents or submit Bids.

Corporate Registration: All Bidders must comply with the Nova Scotia Corporations Registration Act or the Partnerships and Business Names Registration Act. Bidders located outside Nova Scotia (which are not otherwise carrying on business in Nova Scotia) are expected to be registered in an equivalent manner in their respective jurisdictions. Verification of registration and good standing may be required before an award is made to a successful Bidder.

All Bidders must maintain their tax status in good standing. Verification of tax status with the Department of Finance and/or Canada Customs and Revenue Agency (GST/HST) may be required before an award is made to a successful Bidder.

## **6. Liability for Costs**

Bidders are responsible for their own expenses in preparing, delivering or presenting a Bid and for subsequent negotiations with the Town of Oxford, if any. The Town of Oxford will not defray any costs incurred by a Bidder in responding to an Invitation.

The Town of Oxford will not be responsible for any costs, expenses, losses, damages or liability incurred by the Bidder as a result of, or arising out of, the submission of any Bid, or due to the Town of Oxford not accepting or rejecting any Bid.

## **7. Alternative Bids; Altering Bids Already Submitted**

Alternative Bids are multiple replies to an Invitation, all or any of which are open for consideration. If Alternative Bids are being made, each alternative should be submitted as a complete, separate and independent Bid, and the Bid form or fax must be identified with words such as "Alternative A", "Alternative B", etc.

Multiple Bids submitted by the same Bidder and not clearly identified as Bid revisions will be assumed to be Alternative Bids.

Bids already submitted may be amended prior to closing a) by submitting an amendment identifying the plus or minus variance to the original Bid, or b) by sending in a complete new Bid, clearly indicating it replaces the previously submitted Bid. Any such revision must clearly identify the Invitation number and closing date of the Bid being submitted. A Bid revision replaces any other Bid revisions previously submitted by the Bidder; only the last of any Bid revisions received will be accepted.

Any Bid submitted in response to an Invitation may be withdrawn by written request to the Town of Oxford, but cannot be withdrawn, altered or changed in any way after the Invitation closing date and time.



All requests for withdrawal, amendment or submission of a replacement Bid must be submitted in writing on company letterhead or equivalent, and be signed by an authorized official of the Bidder.

## **8. Supporting Documents**

A brief supplementary statement may be included with the response to an item to give the evaluators a clear understanding of the products/personnel proposed and their ability to perform the specified tasks.

In addition to the responses requested in the Invitation, Bidders may include specifications on some or all proposed items for evaluation purposes.

Supporting documents should be suitably cross-referenced to the Invitation.

## **9. Unit Prices and Extensions; Taxes excluded; Currency; Shipping Costs**

All prices should be extended and totaled. The extended price is derived by multiplying the unit price by the quantity of units required.

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.

Do not include any Provincial or Federal sales taxes in the price.

All prices should be quoted in Canadian dollars unless other currencies are specifically requested.

Shipping, cartage, loading, insurance and handling charges must be included in the total price. If these charges have not been stated specifically, it will be assumed that they have been included in the Bid price, i.e. FOB to the destination(s) listed in the Invitation. The Town of Oxford will not assume responsibility for any goods or services until they have been delivered to the destination(s) specified in the Invitation.

Unless stated otherwise in the Invitation, a firm, all-inclusive price is required, i.e. hourly rates or "Time and Materials" are not acceptable responses.



**10. Duration of Bid/Award Prices**

If the Bid is accepted, prices must remain firm for the duration of the contract unless otherwise specified.

Unless stated otherwise in the Invitation, Bids must remain open to acceptance and are irrevocable for a period of 90 days after the Invitation closing date.

**11. Payment Terms and Discounts**

If special payment terms or schedules are required, these must be specified in the Bid; otherwise, the Town of Oxford payment terms (net 30 days) will apply.

Early payment discount terms (minimum period 10 days) may be considered in the evaluation of a Bid.

Payment of term discount invoices will be calculated from the date the invoice or goods/services have been received, whichever is later.

Discount terms must appear on the Bid, and on the invoice.

**12. Delivery**

Where the Invitation includes a mandatory delivery schedule, the Town of Oxford will assume that the Bidder can meet the requested schedule and is satisfied that the goods or services required will be available for delivery on the requested date(s).

If Bidders wish to specify a delivery schedule different from that requested in the Invitation, they must provide specific delivery dates or a schedule in calendar days from the date a Purchase Order is issued. Bids that do not meet the delivery schedule as requested in the Invitation may be rejected.

Time is of the essence, and Bidder's delivery schedule is legally binding. The Town of Oxford reserves the right to assess penalties or cancel awards to Bidders who fail to meet their stated delivery or completion dates.

**13. Quality/Complete Product**

Unless otherwise stated in the Invitation, all material included in the Bid must be new, first quality goods; used, refurbished, second, obsolete, discontinued or demonstrator items must only be proposed if the Invitation specifically requests or otherwise states that such goods will be allowed.

By submitting a Bid, Bidder guarantees that, unless the Invitation specifies otherwise, all components required to make the required equipment or system operable or to deliver the



required services have been included in the Bid, or will be provided at no additional charge to the Town.

Where applicable, the end user must be provided with complete operation manuals, warranty registration forms, user licenses/ authentications and/or other associated documentation normally provided by the manufacturer, reseller, installer and/or consultant.

#### **14. Substitutions and Equivalents, Discontinued Items**

The specifications in the Invitation define the minimum acceptable goods and/or services required. Minor deviations from the specifications may or may not be permitted at the sole discretion of the Town.

The Invitation may specify items by brand name and/or model number to designate the design, type of construction, quality, functional capability and/or performance level of the product requested.

If an item has been discontinued during the Invitation process, or is otherwise unavailable, the Town of Oxford will cancel the Invitation, or will issue an Addendum to update the specification. Bidders should notify the Town immediately when they become aware of any discontinuation of specified items.

If Bidders feel that they can provide items with equivalent or better functionality at the same or lower cost, they may be able to offer a substitute item. Substitutions offered must be of equal or better quality and clearly identified, and accompanied by brochures and technical information to permit evaluation of the item being offered. Substitution items must be identified by manufacturer's stock/part number and other descriptive information to establish equivalency. Substitutions offered without documentation sufficient to determine equivalency may be rejected as non-compliant.

The Town of Oxford reserves the right to inspect or test any product bid to determine equivalency and may require demonstrator or sample items in order to be able to evaluate the items proposed. The Town will be the sole judge of equivalency.

Specifications may, for technical or logistical reasons, require that the items specified be supplied without substitution.

#### **15. Standards and Certification**

Where applicable, all equipment must be certified by the appropriate regulatory agencies (e.g. Canadian Standards Association, Communications Canada, Transport Canada, Canadian Gas Association, Health Canada, etc.), and/or must be approved by the appropriate Provincial agency (e.g. Office of the Fire Marshal).





**16. Addenda, Corrections or Extensions of the Invitation**

The Town of Oxford reserves the right to modify the terms of the Invitation at any time prior to closing, at its sole discretion.

The Town of Oxford will make information available to the public regarding any changes made to the Invitation, or any change in the closing date or time by posting the addenda on the Provincial website at [www.gov.ns.ca/tenders](http://www.gov.ns.ca/tenders). Bidders are responsible for ensuring that they are aware of and have complied with any Addenda. All addenda will form part of the Contract Documents.

When these changes occur within five business days of the closing date, the closing date may be extended to allow for a suitable Bid preparation time.

**17. Environmental Considerations**

The Town of Oxford may seek to purchase recycled and/or environmentally sensitive products where practical and effective.

Where appropriate, the integration of environmental considerations into Invitations may be noted in the specifications; the specifications will identify these considerations to ensure that suppliers have a full understanding of the conditions to be met.

**18. Warranty & Warranty of Title**

The Bidder must describe the duration, type (e.g. on-site, depot, ship-in or carry-in) and terms of the manufacturer's warranty on all goods.

If the Bidder provides any additional/ supplementary warranty coverage, describe this as well.

If warranties can be upgraded or extended, identify the upgrade costs separately. Do not include warranty upgrade or extension costs in the Bid price unless the Invitation specifically states that the upgrade is a mandatory requirement.

If local service is a requirement of the Invitation, describe the means by which this will be accomplished, i.e. by "own forces" or through a contractual arrangement with a third party (which must be identified - see Section 20 "Subcontractors and Consortium Bids" ).

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

**19. No Restriction on Fair Use**

The Bidder warrants that there are no patents, trademarks or other rights restricting the use, repair or replacement of the goods or services furnished or any part thereof. The Bidder agrees



to indemnify and save harmless the Town of Oxford from and against all claims filed or prosecuted in any manner because of such use, repair or replacement of the goods or services being a violation of any patent, trademark, or other right.

## **20. Subcontractors and Consortium Bids**

The use of a subcontractor is permitted and encouraged where this will result in skills and technology transfer to the Town of Oxford.

Names of all Subcontractors and/or Consortium members, and the services they will provide, must be listed on or attached to the Bid, if requested.

If a Consortium Bid is being submitted, one of the Bidders must be prepared to take overall responsibility for successful provision of the goods or services, and this must be defined in the Bid. Failure to do so may result in disqualification of the Bid.

"Own Forces" may only be named as Subcontractors when the Bidder is equipped to carry out and normally carries out the work noted.

If subcontractors (including "own forces") are named, work must be carried out by the named forces and substitution of others will not be allowed without prior approval of the Town.

## **21. Right to Reject; Financial Stability; Non-Compliance**

Failure to comply with any of the mandatory terms or conditions contained or referenced in the Invitation documents may result in the rejection of the Bid.

All of the terms, conditions and/or specifications stated or referenced in the Invitation are assumed to be accepted by the Bidder and incorporated in the Bid.

Bidders may be required to demonstrate financial stability, authorization to provide the goods/services being acquired, and/or regulatory agency approval, licensing or registration as needed, or otherwise clarify Bidder's capability to satisfy the Invitation requirements. The Town of Oxford reserves the right to reject Bids from any Bidder that it feels is incapable of providing the necessary labour, materials, equipment, financing or management resources to perform the work or supply the goods in a satisfactory and timely manner.

The Town of Oxford reserves the right to waive minor non-compliance where such non-compliance is not of a material nature in its sole and absolute discretion, or to accept or reject in whole or in part any or all Bids, with or without giving notice. Such minor non-compliance will be deemed substantial compliance and capable of acceptance. The Town of Oxford will be the sole judge of whether a Bid is accepted or rejected.

The Town of Oxford reserves the right to split an award amongst Bidders as deemed in the best interests of the Town.



## 22. Cancellation; No Award

Issuing an Invitation implies no obligation on the Town of Oxford to accept any Bid, or a portion of any Bid submitted. **The lowest or any Bid will not necessarily be accepted.**

Invitations may be cancelled in whole or in part without penalty, when a) the price Bid exceeds the funds allocated for the purchase; b) there has been a substantial change in the requirements after the Invitation has been issued; c) information has been received by the Town of Oxford after the Invitation has been issued that the Town feels has substantially altered the procurement; or d) there was insufficient competition in order to provide the level of service, quality of goods or pricing required.

If no compliant Bids are received in response to an Invitation, the Town of Oxford reserves the right to enter into negotiations with one or more vendors in order to complete the procurement.

The Town of Oxford will be the sole judge of whether there is sufficient justification to cancel any Invitation.

No action or liability will lie or reside against the Town of Oxford in its exercise of its rights under this section.

## 23. Governing Laws and Trade Agreements

Unless the Invitation documents specifically state otherwise, the Invitation, all Bids, and any subsequent contracts will be construed and interpreted in accordance with the laws of the Province in which the Invitation was issued.

Invitations subject to the Atlantic Procurement Agreement, the Agreement on Internal Trade, or any other inter-provincial agreement, will be specifically identified as such in the public notice and/or the Invitation documents.

Copies of any applicable trade or procurement agreements and/or legislation can be obtained by contacting the Town of Oxford.

Bidders agree to comply with all applicable laws, regulations and standards, including all labour, occupational health & safety, and worker compensation requirements of the Province of Nova Scotia.

The Town of Oxford may consider and evaluate any Bids from other jurisdictions on the same basis that the purchasing authorities in those jurisdictions would treat a similar Bid from a supplier located in this Province. The Town of Oxford will be the sole judge of whether these conditions will be used and the extent to which they will be applied.



Vendors registered to do business in any Atlantic Province can bid on Invitations issued by any other Atlantic Province without having to satisfy any local registration or residency requirements.

Under Canadian law (and international agreements), your Bid must be arrived at separately and independently, without conspiracy, collusion or fraud; see <http://www.competitionbureau.gc.ca/internet/index.cfm?itemid=1243&lg=efor> for further information.

#### **24. Confidentiality and Freedom of Information**

All Bids submitted become the property of the Town of Oxford. By submitting a Bid, the Bidder hereby grants the Town a license to distribute, copy, print or translate the Bid for the purposes of the Invitation. Any attempt to limit the Town's right in this area may result in rejection of the Bid.

Bidder's Bid package may be subject to disclosure under the Province's "freedom of information" legislation. By submitting a Bid, the Bidder agrees to the appropriate disclosure of the information supplied, subject to the provisions of the governing law. The Town cannot guarantee the confidentiality of the complete content of any Bid after the procurement has been awarded to the successful Bidder.

During the delivery and installation of goods and/or services, the Bidder or Bidder's staff may have access to confidential information belonging to the Town. Should this occur, the Bidder must ensure that such information is not released to any third parties or unauthorized individuals; failure to comply may result in criminal or civil charges and/or the Bidder's disqualification from any further Invitations issued by the Town of Oxford.

*The Town of Oxford is required to comply with the Personal Information International Disclosure Protection Act (S.N.S 2006, c.3). This Act creates obligations for the Town of Oxford and its service providers when personal information is collected, used or disclosed. Requirements include limiting storage, access and disclosure of personal information to Canada, except as necessary or otherwise required by law. For more information on this Act please click here. ([http://www.gov.ns.ca/just/IAP/governing\\_law.asp](http://www.gov.ns.ca/just/IAP/governing_law.asp))*

#### **25. Enquiries and Contacts**

In case of any dispute over the completeness, accuracy and/or interpretation of any Invitation documents, the versions of such documents held by the Town of Oxford will be considered correct.

Information, offers, commitments or instructions obtained from any source other than the Town of Oxford will not be binding on the Town.

Enquiries regarding the Invitation must be made to the contact(s) named in the Invitation documents (or their designates); quote the Invitation number on any correspondence.



If an envelope was included with the Invitation documents, this envelope must not be used to submit an enquiry; these envelopes are not opened before the closing time for receipt of Bids.

Enquiries and the responses given may be recorded and may be distributed to all other Bidders as Addenda. No response shall be binding on the Town unless made in writing.

All enquiries regarding the interpretation of these Terms and Conditions, general procurement policy or procedures must be made to the Town of Oxford.

## **26. Accuracy of the Invitation; Right to Clarify**

While the Town of Oxford has tried to ensure accuracy in the Invitation, it is not guaranteed or warranted by the Town to be accurate, nor is it necessarily comprehensive or exhaustive.

The Town will assume that all Bidders have resolved any questions they might have about the Invitation and have informed themselves as to existing conditions and limitations, site restrictions, etc. before submitting their Bids.

Nothing in the Invitation is intended to relieve Bidders from forming their own opinions and conclusions with respect to the matters addressed in the Invitation or its associated documents.

The Town of Oxford reserves the right in its sole discretion to clarify any Bid after closing by seeking further information from that Bidder, without becoming obligated to clarify or seek further information from any or all other Bidders. However, Bidders are cautioned that any clarifications sought will not be an opportunity either to correct errors or change their Bids in any substantive manner.

The Town of Oxford follows the Atlantic Standard Terms & Conditions for Goods and Services. Any discrepancy between this document and the Atlantic Standard Terms and Conditions; the Atlantic Standard Terms and Conditions shall prevail. Failure to comply with these Terms and Conditions could cause the Bidder's Bid to be disqualified.

## **27. Language**

Unless specifically requested otherwise, all Bids, supporting materials, operation manuals and documentation must be in English, or both English and French.

## **28. Eligibility and Conflict of Interest**

A Bid may not be eligible for acceptance if current or past corporate or other interests of the Bidder may, in the Town of Oxford's opinion, give rise to a conflict of interest in connection with a project.

Bidders are cautioned that acceptance of their Bid may preclude them from bidding on subsequent phases where a conflict of interest may arise; Bidders should study the project



implementation strategy to determine whether or not they plan to submit Bids on subsequent phases.

If the Bid covers the first phase of what may prove to be a multi-phased project, the successful Bidder on the initial phase may be permitted to bid on subsequent phases as long as, in the Town's opinion, no conflict of interest would be created in performance of the work by that Bidder.

Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the Town's opinion, give rise to a conflict of interest in connection with this acquisition will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of the Invitation documents.

## 29. PROTECTION OF TOWN OF OXFORD AGAINST LAWSUITS

### .1 Release

Except only and to the extent that the Town of Oxford is in breach of Section 24 –*Confidentiality and Freedom of Information*, the Bidder now releases the Town of Oxford from all liability for any Losses in respect of:

- .1 any alleged (or judicially imposed) breach by the Town of Oxford of the TENDER (it being acknowledged and agreed that to the best of the parties' knowledge, the Town of Oxford has no obligation or duty under the TENDER which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- .2 any unintentional tort of the Town of Oxford occurring in the course of conducting this Tender process;
- .3 the Bidder preparing and submitting its Tender;
- .4 the Town of Oxford accepting or rejecting its Tender or any other submission;
- .5 the manner in which the Town of Oxford:
  - (a) reviews, considers, evaluates or negotiates any Proposal,
  - (b) deals with or fails to deal with any Proposal or Proposals, or
  - (c) decides to enter into a Contract or not enter into any Contract; and
  - (d) the bidder(s), if any, with whom the Town of Oxford enters a Contract.

### .2 Indemnity

Except only and to the extent that the Town of Oxford breaches Section 24 –*Confidentiality and Freedom of Information*, the Bidder now indemnifies and will protect and save the Town of Oxford harmless from and against all Losses, in respect to any



claim or threatened claim by the Bidder or any of its Sub-contractors or agents alleging or pleading.

- .1 any alleged (or judicially imposed) breach by the Town of Oxford or its officials or employees of the TENDER (it being agreed to that, of the best of the parties' knowledge, the Town of Oxford has no obligation or duty under the TENDER which it could breach other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially),
- .2 any unintentional tort of the Town of Oxford or its officials or employees occurring in the course of conducting this Tender process, or
- .3 liability on any other basis related to this Tender or the Tender process.

**.3 Limitation**

In the event that, with respect to anything relating to the REQUEST FOR PROPOSALS or this Proposal process (except only and to the extent that the Town of Oxford breaches 29.3 – *Limitation*, Section 29.4 – *Dispute Resolution*, Section 24 – *Confidentiality and Freedom of Information*), the Town of Oxford or its officials, officers, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Bidder or its Sub-contractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Bidder or its Sub-contractors or agents on any basis or legal principle of any kind, the Town of Oxford liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

**.4 Dispute Resolution**

Any dispute relating in any manner to this Request for Proposals or the Proposal process (except only and to the extent that the Town of Oxford breaches Section 29.3 – *Limitation*, Section 29.4 – *Dispute Resolution*, Section 24 – *Confidentiality and Freedom of information*, and also excepting any disputes arising between the Town of Oxford and any bidder with whom the Town of Oxford has entered a Contract) will be resolved by arbitration in accordance with the CCDC 40.



**30. Survival/Legal Effect of Proposal Contract**

All of the terms of this Attachment A to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the Proposal process will survive such issuance and will remain legally enforceable by and against the Bidder and the Town of Oxford.

**AS EVIDENCE OF THE BIDDER'S INTENT TO BE LEGALLY BOUND BY THIS ATTACHEMENT A, THE BIDDER HAS EXECUTED AND DELIVERED THIS ATTACHMENT 'A', AS AN INTEGRAL PART OF ITS PROPOSAL FORM IN THE MANNER AND SPACE SET OUT BELOW:**

\_\_\_\_\_  
Authorized Signatory for the Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title





**1. SALUTATION**

.1 **To:** Town of Oxford  
105 Lower Main Street  
P.O. Box 338  
Oxford, NS B0M 1P0

**ATTENTION:** Rachel Jones  
Chief Administrative Officer

.2 **For:** Tender 2019-03 CAPITAL PAVING OF TOWN STREETS 2019  
OXFORD, NS

.3 **From:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. TENDERER DECLARES:**

- .1 That this tender was made without collusion or fraud.
- .2 That they have carefully examined the proposed work; familiarized themselves 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 here under, Schedule of Quantities and Unit Prices.
- .2 That this Tender is valid for acceptance for 90 days from Tender Closing.
- .3 To provide evidence of ability and experience with the Tender, including: experience in similar work, work currently under contract, senior supervisory staff available for the project, equipment available for use on the Work, and financial resources.
- .4 That failure to enter into a formal contract and give specified insurance documents and contract security within time required 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 balance, if any, to Tenderer.



- .6 That the Contract Documents include:
  - .1 Standard Specifications for Municipal Services listed in Table of Contents, Dated January 2012 or latest revision.
  - .2 Project Documents
    - .01. Section 00 21 00 Information to Tenderers
    - .02. Section 00 41 43 Form of Tender
    - .04. Section 00 53 43 Form of Agreement
  - .3 Any addenda as issued and as confirmed in subsection 2.3 of this section.

**4. SCHEDULE OF QUANTITIES AND UNIT PRICES**

Prices are to exclude HST.

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

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

**TOTAL** \$ \_\_\_\_\_  
 (EXCLUDING HST)



5. COMPLETION TIME

.1 Tenderer agrees that all work will be completed prior to September 30, 2019.

6. SIGNATURES

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

[Seal]

\_\_\_\_\_  
Full Name of Firm Tendering

\_\_\_\_\_  
Signature of Signing Officer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name and Title (Printed)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name and Title (Printed)

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Fax No.

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



This Agreement made on the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2019.

**BY AND BETWEEN**

TOWN OF OXFORD

hereinafter called the "Owner"

and

\_\_\_\_\_ hereinafter called the "Contractor"

**Witnesses** that the parties agree as follows:

**1. THE WORK**

The Contractor shall:

- .1 perform the Work required by the Contract Documents for  
**Tender 2019-03 Capital Paving of Town Streets 2019,**
- .2 do and fulfil everything indicated by this Agreement, and
- .3 commence the Work by the **9<sup>th</sup>** day of **September, 2019** and attain Substantial Performance of the work as certified by the Town by the **30<sup>th</sup>** day of **September, 2019.**

**2. CONTRACT DOCUMENTS**

The following is an exact list of the Contract Documents referred to in subsection 1.1 of this Agreement. This list is subject to subsequent amendments in accordance with the provisions of the Contract Documents.

- .1 Standard Specifications for Municipal Services dated January 2012 or latest revision.
- .2 Project Documents
  - .01. Section 002100 Information to Tender
  - .02 Section 004143 Form of Tender
  - .03 Section 005343 Form of Agreement
- .3 Any addenda as issued and as confirmed in subsection 2.3 of this section.



**4. QUANTITIES AND MEASUREMENT**

- .1 The quantities shown in the Form of Tender - Schedule of Quantities and Unit Prices are estimated.
- .2 Measurement for the actual quantities used to determine payments and Contract Price shall be in accordance with the section Scope of Work.

**5. CONTRACT PRICE**

- .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 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.
- .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)

**6. PAYMENT**

- .1 The Owner shall pay the Contractor in Canadian funds for the performance of the Contract.
- .2 The total payment shall be the Contract Price as defined in subsection 5 - Contract Price, of the Agreement.
- .3 The Owner shall make monthly payments on account to the Contractor for the Work performed, as certified by the Town, subject to a 10% holdback.
- .4 The amount of the monthly payments shall be calculated as follows:
  - .1 The quantity of each pay item on which actual work has been performed shall be measured.
  - .2 For each item this quantity shall be multiplied by the ratio of the work completed to the work required under Scope of Work.
  - .3 The total value of work completed for the payment period shall be calculated by adding the total of the products for all pay items from subsection 6.4.2 of this section.
  - .4 The amount of the monthly payment shall be determined by deducting the 10%



holdback and the total of all previous payments from the total value of such completed work as determined under subsection 6.4.3 of this section.

- .5 The last day of the payment period shall be the last day of the month.
- .6 Upon Substantial Performance of the Work as certified by the Town, the Owner shall pay to the Contractor the holdback monies then due in accordance with the provisions of **General Conditions**, subsection GC14- CERTIFICATES AND PAYMENTS.
- .7 Upon Total Performance of the Work as certified by the Town, the Owner shall pay to the Contractor the balance of monies then due in accordance with the provision of Section 720 - General Conditions, subsection GC14 - CERTIFICATES AND PAYMENTS.
- .8 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payment shall be made to the Contractor in accordance with the provisions of **General Conditions**, subsection GC 20 -INSURANCE in the Supplementary Specifications.
- .9 If the Owner fails to make payments to the Contractor as they become due under the terms of the Contract, interest shall be payable as follows:
  - .1 The annual interest rate applicable to the contract is 2% compounded semi-annually.
  - .2 Interest shall be calculated on the overdue balance from the due date.

## LIQUIDATED DAMAGES

The Town of Oxford and the successful proponent will agree that, in the event that the Work, or portions of the Work, as identified in the Contract documents are not completed substantially as specified in the Contract that the Town will suffer damages, which are difficult to identify with precision because of the nature of the project.

The successful proponent and the Town agree that a fair pre-estimate of the amount of set damages is 500 hundred dollars (\$500) per calendar day. Therefore, the parties agree that the successful proponent shall pay to the Town for each and every calendar day after the identified Contract completion date, the sum of five hundred (\$500.00) determined by the parties hereto to be liquidated damages, not a penalty. These damages will be deducted from the contract amount.

## 7. RIGHTS AND REMEDIES

- .1 The duties and obligations imposed by the contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- .2 No action or failure to act by the Owner, Town, or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.



## 8. TIME

Work included in this Tender must be completed by September 30, 2019.

## 9. RECEIPT OF AND ADDRESSES FOR NOTICES

.1 Communications in writing between the parties or between them and the Town shall be considered to have been received by the addressee on the date of delivery if delivered by hand to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended, or if sent by post or by telegram, to have been delivered with five (5) working days of the date of the mailing, dispatch of delivery to the telegraph company when addressed as follows:

.1 The Owner & Town of Oxford at: 105 Lower Main Street or P.O. BOX 338, OXFORD, NS B0M 1P0

.2 The Contractor at

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## 10. SUCCESSION

The aforesaid contract documents are to be read into a form part of the Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the contract documents shall ensure to the benefit of and being binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

## 11. ACKNOWLEDGEMENT/ACCEPTANCE

The vendor shall promptly acknowledge the order. The written acceptance of this order, or delivery of services, or any part thereof, constitutes an acceptance of the entire order and its conditions.

## 12. QUALITY

The vendor 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.



### 13. SIGNATURES

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers thereunto duly authorized.

SIGNED, SEALED AND DELIVERED  
in the presence of:

**OWNER** \_\_\_\_\_

**CONTRACTOR** \_\_\_\_\_

Rachel Jones  
Chief Administrative Officer

\_\_\_\_\_  
name and title

\_\_\_\_\_  
signature

\_\_\_\_\_  
signature

\_\_\_\_\_  
witness

\_\_\_\_\_  
witness

\_\_\_\_\_  
name and title

\_\_\_\_\_  
name and title

*(Where either the Owner or Contractor calls for proof of authority to execute this document, proof of such authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign the Agreement for and on behalf of the corporation or partnership, parties to this Agreement, should be attached.)*