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Tender 2022-05

Oxford Red Bridge Paint Project

04/05 2022 (Due 04/29/2022)

Destination Trail Steering Committee

Oxford and Area Trails Association

C/O Greg Nix

PO Box 212

Pugwash NS B0K1L0

email: [nixgregalvina@gmail.com](mailto:nixgregalvina@gmail.com)

Phone: 9023972632

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THESE PROJECT DOCUMENTS HAVE BEEN PREPARED FOR USE WITH AND REQUIRE BEING READ IN CONJUNCTION WITH THE STANDARD SPECIFICATION FOR MUNIO&ATAAL 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: [nsmuniO&ATAalservices@gmail.com](mailto:nsmuniO&ATAalservices@gmail.com)

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#### Bid Submission Checklist:

##### Submit WITH the Tender:

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

##### Submit before Articles of Agreement:

- Performance Guarantee
- WCB Clearance Letter with a current, valid date
- Proof of Safety Certification

##### Sealed envelope to indicate:

- Tender ID
- Company name and full address of bidder -contact

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## 1.0 GENERAL INSTRUCTIONS

### TENDER SUBMISSION

Submit completed Tender Form and required tender documents for this project by **2:00:00 PM local time, Friday, April 29<sup>th</sup> 2022**, in a sealed envelope **OR as an emailed electronic document** clearly marked as follows:

#### TENDER-2022 05 Oxford Red Bridge Paint Project

**PO Box 212  
Pugwash Nova Scotia  
B0K1L0**

**ATTENTION: Gregory Nix  
Vice President, Oxford and Area Trails Association**

**OR email as a scanned document or PDF to- [nixgregalvina@gmail.com](mailto:nixgregalvina@gmail.com)**

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

The Oxford and Area Trails Association (O&ATA) 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 Association.

The O&ATA 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 O&ATA under any circumstances.

The O&ATA reserves the right to cancel the contract immediately upon written notice, if, in the opinion of the O&ATA executive, 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, immediately following closing as listed above. All public health protocols for COVID-19, (i.e. physical distancing, non-medical masks) must be followed. Failure to do so by any individual attending the tender opening will result in immediate removal from the opening at Pugwash Ground Search and Rescue Building, King St. Pugwash.

### 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 or a formal letter by email no more than 2 days after opening initial tenders. 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.

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**LOCAL PREFERENCE**

Preference will be given to bidders located in Cumberland and Colchester Counties

**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. (Completion requested by end of July with a 2 week buffer as this is a busy route, bids that can keep the closure of the trail to a minimum will receive preference.

**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 O&ATA 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 O&ATA 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 O&ATA, its consultants and representatives;
- the Tenderer's ability to present cost saving opportunities which may be appropriate and acceptable to the O&ATA;
- the financial strength and capability of the Tenderer.

**TRAFFIC CONTROL**

Trail shut-down time shall be kept to a minimum. The contractor is expected to post construction ahead signage and to allow for local OHV traffic to get by when possible. Traffic is light to nominal through the week.

**TENDERERS TO INVESTIGATE**

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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 frequently visit the site who is fully qualified to properly direct the project and is experienced with all aspects of the tender and this section of rail trail.

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

The O&ATA **must** be contacted one full business day prior to the commencement of any portion of the job. All delivery slips for aggregate must be signed and received by the O&ATA with invoices submitted for payment.

#### **LIQUIDATED DAMAGES**

**N/A-**

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 August 15th ending on August 19<sup>th</sup>, 2022 ...negotiable with the O&ATA**

The O&ATA 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 O&ATA will suffer damages, which are difficult to identify with precision because of the nature of the project.

Thus, the Contractor will stop work at the request of a O&ATA work stoppage if the O&ATA feels the work is not meeting a reasonable quality as described in the SCOPE of WORK and will be compensated for work leading up to the stoppage by the O&ATA.

#### **NOTIFICATION**

**\*\*The contractor is required to gain any necessary permits as part of the tender to complete this contract.\*\***

#### **CONTACT**

**Name:** Greg Nix

**Title:** President, Cumberland Trails Assoc.

**Phone:** 902-397-2632

**Email:** [nixgrealvina@gmail.com](mailto:nixgrealvina@gmail.com)

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))

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## 2.0 SCOPE OF WORK

Remove rusted paint to bare metal and appropriately remediate with sealer and paint to a minimum outdoor bridge TIR standard on the South facing surfaces of the Oxford Bridge.

-gain permits

-remove old paint and rust-exposing clear metal

-prep and paint as to minimum TIR Standards

-paint to cover south facing surfaces of entire bridge (south side of bridge only) Match current color as close as possible

**Result will have a rust free bridge and new coating on the south side—top and bottom edges included in tender.**

The contractor will notify the O&ATA when they begin and provide regular updates as to progress. Can be done via communication with on-site manager visits.

The contractor will sign section A as included in this document to release legal obligations from the Oxford and Area Trails Association. (pg.19)

## 3.0 DOCUMENTATION REQUIREMENTS

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|--|
| <b><i>THE TENDERER SHALL SUBMIT WITH TENDER:</i></b> |
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### 1) TENDER DEPOSIT

Non required for this tender

### 2) CONTRACTOR EXPERIENCE

Not required for this tender.

### 3) SIGNATURE SHEET FROM ATTACHMENT 'A' (PG 19) (LEGAL)

**4) SIGNED letter/offer - OF TENDER, WITH ADDENDA NOTED WHERE /if APPROPRIATE OR signed completed template letter and quote as found in Attachment A**

### 5) PERFORMANCE GUARANTEE

Any overages in the contract will be covered by the Contractor as “in kind” work for the O&ATA. Frequent on-site visits by the project manager will help ensure that there are no major issues with quality.

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**WORKERS' COMPENSATION**

The proposed winning Contractor shall provide a certificate of good standing with the Workers' Compensation Board of Nova Scotia. Tenders only accepted by Nova Scotia Contractors for this tender.



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ATTACHMENT "A"

**NOTE: These Terms and Conditions and the Supplements for the O&ATA 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:

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- (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 Pugwash Ground Search and Rescue, 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 Gregory Nix as indicated via mail or email.

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. No "form" is required but bid should address the items listed in Scope of Work. Bid will not include HST.

**All bids received must be signed and dated by the authorized signatory for the bidder, with name and title clear and legible.**

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

Bids must be submitted via e-mail as a scan or PDF...title West Wallace Culvert Replacement Project

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 do not require a special form but must address the specs listed in the SCOPE OF WORK**

Notice of tenders can be viewed at Nova Scotia Public Tenders website at [www.gov.ns.ca/tenders](http://www.gov.ns.ca/tenders). Cumberland Trails will also link via their FaceBook page.

## **5. Vendor Registration**

Bidder Registration: There is no requirement.

Corporate Registration: All Bidders must comply with the Nova Scotia Corporations Registration Act or the Partnerships and Business Names Registration Act. **Contractors from outside Nova Scotia are not included in this tender.**

## **6. Liability for Costs**

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

The O&ATA 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 O&ATA 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.

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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 by phone or email.

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 O&ATA 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.

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**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 O&ATA 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 O&ATA 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 O&ATA 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

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

**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 O&ATA.

**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 O&ATA reserves the right to modify the terms of the Invitation at any time prior to closing, at its sole discretion.

The O&ATA 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**

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**

N/A

**19. No Restriction on Fair Use**

N/A

**20. Subcontractors and Consortium Bids**

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The use of a subcontractor is permitted.

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 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 O&ATA 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 O&ATA will be the sole judge of whether a Bid is accepted or rejected.

The O&ATA reserves the right to split an award amongst Bidders as deemed in the best interests of the Association.

**22. Cancellation; No Award**

Issuing an Invitation implies no obligation on the O&ATA 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 O&ATA after the

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Invitation has been issued that the O&ATA 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 O&ATA reserves the right to enter into negotiations with one or more vendors in order to complete the procurement.

The O&ATA 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 O&ATA 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.

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 O&ATA will not be accepting out-of-province bids on this tender

Under Canadian law (and international agreements), your Bid must be arrived at separately and independently, without conspiracy, collusion or fraud; see <https://www.competitionbureau.gc.ca/eic/site/cb-bc.nsf/eng/home> for further information.

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

All Bids submitted become the property of the O&ATA. By submitting a Bid, the Bidder hereby grants the O&ATA a license to distribute, copy, print or translate the Bid for the purposes of the Invitation. Any attempt to limit the O&ATA'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 O&ATA 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 O&ATA. Should this occur, the Bidder



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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 O&ATA.

## **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 O&ATA will be considered correct.

Information, offers, commitments, or instructions obtained from any source other than the O&ATA will not be binding on the O&ATA.

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 O&ATA unless made in writing.

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

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

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

The O&ATA 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 O&ATA 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 O&ATA follows the Atlantic Standard Terms & Conditions for Goods and Services. Any discrepancy between this document and the Atlantic Standard Terms and Conditions; the

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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 O&ATA'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 O&ATA'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 O&ATA'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 O&ATA AGAINST LAWSUITS**

**.1 Release**

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

- .1 any alleged (or judicially imposed) breach by the O&ATA of the TENDER (it being acknowledged and agreed that to the best of the parties' knowledge, the O&ATA 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 the Bidder preparing and submitting its Tender;
- .3 the O&ATA accepting or rejecting its Tender or any other submission;

- 
- .5 the manner in which the O&ATA:
- (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 O&ATA enters a Contract.

**.2 Indemnity**

Except only and to the extent that the O&ATA breaches Section 24 –*Confidentiality and Freedom of Information*, the Bidder now indemnifies and will protect and save the O&ATA 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 O&ATA or its officials or employees of the TENDER (it being agreed to that, of the best of the parties’ knowledge, the O&ATA 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 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 O&ATA breaches 29.3 – *Limitation*, Section 29.4 – *Dispute Resolution*, Section 24 –*Confidentiality and Freedom of Information*), the O&ATA 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 O&ATA’s 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 O&ATA 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 O&ATA and any bidder with whom the O&ATA 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 Oxford and Area Trails Association.

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**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:** Oxford and Area Trails Association  
PO Box 212 Pugwash NS B0K1L0 or email to nixgregalvina@gmail.com

**ATTENTION:** Gregory Nix  
President

- .2 **For:** Tender 2022-05  
Oxford Red Bridge Paint Project

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

**2. TENDERER DECLARES:**

- .1 That this tender was made without collusion or fraud.
- .2 That we have carefully examined the proposed work; familiarized ourselves with local conditions, including labor conditions; carefully examined the Contract Documents and taken all the foregoing into consideration in preparation of this Tender.

**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 To agree to cease all work related to the tender if not meeting expeO&ATAtions as set the in the Scope of the Work by the O&ATA. The O&ATA agrees to pay for work completed at time of the work stoppage request by the project manager from the O&ATA.

- .6 That the Contract Documents include:
- .1 Standard Specifications as per scope of work and related expenses such as labour and equipment, culverts and transportation.
  - .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 |
|---------|-------------|---------------------|--------------------|------------|-------------|
| 1       | Equipment   |                     |                    |            |             |
| 2.      | Paint       |                     |                    |            |             |
| 3.      | Sealer      |                     |                    |            |             |
| 4       | Labour      |                     |                    |            |             |
| 5       | Permits     |                     |                    |            |             |
| 6       | Engineering |                     |                    |            |             |
| 7       |             |                     |                    |            |             |

*\* 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 August 31<sup>st</sup>, 2022**

**6. SIGNATURES**

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DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

[Seal]

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

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

\_\_\_\_\_  
Printed Name of Signing Officer

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

**\*\*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 2022.

**BY AND BETWEEN**

OXFORD AND AREA TRAILS ASSOCIATION

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 2022-05 Oxford Red Bridge Paint Project**
- .2 do and fulfil everything indicated by this Agreement, and
- .3 commence the Work between the 15<sup>th</sup> and 19<sup>th</sup> day of **August, 2020** and attain REASONABLE Performance of the work as certified by the Oxford and Area Trails Association by the **31st** day of **August, 2022**. (Dates are negotiable)

**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
- .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. None as f 10/9/2020



**3. 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.

**4. 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 |
|---------|-------------|---------------------|--------------------|------------|-------------|
| 1       | Equipment   |                     |                    |            |             |
| 2       | Paint       |                     |                    |            |             |
| 3       | Sealer      |                     |                    |            |             |
| 4       | Labour      |                     |                    |            |             |
| 5       | Permits     |                     |                    |            |             |
| 6       | Engineering |                     |                    |            |             |
| 7       |             |                     |                    |            |             |
| 8       |             |                     |                    |            |             |

**TOTAL (All inclusive)**

\$ \_\_\_\_\_  
(EXCLUDING HST)

**5. 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 pay for the contract withing 30 days of completion of the project.

Considering Scope of Work.

If payments is not received as per 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.

**6. LIQUIDATED DAMAGES**

N/A to this tender

**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, O&ATA, 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 August, 31<sup>st</sup>, 2022**

**9. RECEIPT OF AND ADDRESSES FOR NOTICES**

- .1 Communications in writing between the parties or between them and the O&ATA 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 PO Box 212 Pugwash NS B0K1L0 Care of Gregory Nix

- .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** \_\_\_\_\_

Gregory Nix  
President

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

\_\_\_\_\_  
signature

\_\_\_\_\_  
signature

\_\_\_\_\_  
witness signature

\_\_\_\_\_  
witness signature

\_\_\_\_\_  
witness printed name and title

\_\_\_\_\_  
witness printed 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.)*