



INFRASTRUCTURE SERVICES

Request for Tenders

No. 2022-IS-15

Ashphalt

ADDENDUM #2

For further information:
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RFT Issue Date:
RFT Closing :
Bid Opening:

November 30, 2022
1:00 p.m. December 14, 2022
1:15 p.m. December 14, 2022
Ladysmith City Hall



Addendum #1: Request for Tender No. 2022-IS-15

Ashphalt

This addendum (Addendum #2) is a compilation of questions received from possible Proponents up to 4:00pm on December 13, 2022, and the answers to these questions.

Issued: December 13, 2022

Closing Date & Time: 1:00PM Pacific Standard Time on December 14, 2022

This Addendum shall be read in conjunction with and considered as an integral part of the Request for Tender (RFT). Revisions supersede the information contained in the original RFT or previously issued Addendum. No consideration will be allowed for any extras due to any Proponents not being familiar with the contents of this Addendum. All other terms and conditions remain the same.

The following changes, additions, deletions, or clarifications are hereby made part of the RFT

1. Question

Does Town of Ladysmith (TOL) want the pricing firm for 2 years? We will prefer to go with quarterly price protection. Would TOL consider quarterly pricing?

Answer

We will accept firm pricing for 2023, with a stated min/max annual variable escalation for future years (as a percentage increase).

2. Question

We would like to ask the city if they would accept proposals sent by email?

Answer

Unfortunately, all proposals need to be submitted in hard copy and can be delivered via courier, mail, or in person. We did extend the submission date to December 14th if that helps.

3. Question

A limitation of liability, potentially in line with \$50,000 or a multiple of your anticipated annual spend. Indemnification appears to be unlimited in Clause 5.

Answer

The Town is not able to amend this opportunity as requested

4. Question

The expectation for the contractor to invoice monthly in Clause 1, and the intent being for the Town to pay those monthly invoices rather than paying at the end of the 2-year term when conditions and tender specifications are met.

Answer

While the wording in this clause may be open to various billing cycles, the Town's expectation and current practice for this service is to receive and pay invoices monthly.

5. Question

Update to the provision in Clause 6 to include” Notice of Cancellation: Should any of the above described policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.”

Answer

Clause 6 of Request for Tenders No. 2022-IS-15 is deleted and replaced with the following:

6. Insurance

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

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

Notice of cancellation: Should any of the above-described policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

6. Question

Bids for Opportunity 2022-IS-15 Asphalt & Paving (2023-2024) may also include an asphalt escalator to account for changes in oil rates.

Answer

Yes – bids for Opportunity 2022-IS-15 Asphalt & Paving (2023-2024) may also include an asphalt escalator to account for changes in oil rates.

End of Addendum #2