



**PUBLIC WORKS DEPARTMENT**

**REQUEST FOR QUOTE**

**SUPPLY OF HOT MIX PATCHING ASPHALT**

**APRIL 2017**

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## 1.0 INVITATION FOR BIDS

Quotes shall be submitted on the attached form in a sealed envelope, clearly marked on the outside “**Request for Quotations for Supply of Hot Mix Patching Asphalt; Attention Controller; 3<sup>rd</sup> Floor City Hall**”, and must be received before **2:00:00 pm, Local Time, on Friday, April 28<sup>th</sup>, 2017**. It is the responsibility of the bidder to deliver the sealed submission to the 3<sup>rd</sup> floor City Hall before the time indicated. Late submissions will not be accepted and will be returned to the bidder unopened.

Any addenda will be posted on the City of Charlottetown website at [www.charlottetown.ca/tenders.php](http://www.charlottetown.ca/tenders.php). Bidders are responsible for checking the website for proposal/quote/tender notices, documents, and addenda. The City is not responsible for ensuring bidders have obtained addenda.

A minimum of two (2) hard copies of the submission documents is required. No fax, email or electronic submissions will be accepted as the sole method of submission although an electronic copy (PDF or Microsoft WORD) of the proposal would be appreciated either included in the envelope noted above or emailed following the closing date and time. It is the proponent's responsibility to ensure that their submission is received prior to the closing date and time noted above. There will be a public opening of this Request for Quotations. . The awarding of a contract, if any, resulting from this Request for Quotes, shall be done, upon approval by City Council, as soon as practical after bid evaluations have been completed. Results of this Request for Quotes will be posted on the City's awards webpage at the following address: [www.charlottetown.ca/awards.php](http://www.charlottetown.ca/awards.php).

This Request for Quotations (RFQ) creates no obligation on the part of the City of Charlottetown to award the contract or to reimburse bidders for RFQ preparation expenses. The City of Charlottetown reserves the right to accept or reject any and all quotes, in whole or in part, received as a result of this request, and to negotiate in any manner necessary to best serve the interest of the City. The decision as to which proposal best satisfies the needs of the City rests solely with the City and any decision is not open to appeal. The City of Charlottetown may cancel or amend this Request for Quotation process without liability at any time. Submissions will not be evaluated if the Bidder's current or past corporate or other interests may, in the City's opinion, give rise to a conflict in connection with this project.

At the election of the City, whether or not a bid or bidder otherwise satisfies the requirements of the tender, the City may reject summarily any bid received from a corporation or other person which has been anywise involved in litigation, arbitration or alternative dispute resolution with the City within the five (5) year period immediately preceding the date on which the request for quotations was published.

The City's evaluation may include information provided by the bidder's references and may also consider the bidder's past performance on previous contracts with the City or other institutions.

The City may prohibit a bidder from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to the following: (a) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete

information; (b) the refusal of the bidder to honour its pricing or other commitments made in its proposal; or (c) any other conduct, situation or circumstance, as solely determined by the City.

A Bidder who has already submitted a bid may submit a further bid at any time up to the official closing time. The last submission received shall supersede and invalidate all submissions previously submitted by that bidder for this RFQ. Any bidder may withdraw or qualify his/her submission at any time up to the official closing time by re-submitting a new bid to the City. The time and date of receipt will be marked thereon and the new submission will be placed in the tender box. The new submission shall be marked on the sealed envelope by the Bidder as "Resubmission #" along with the name of the RFQ and to the attention of the Controller, as noted above in the RFQ. Bids may be withdrawn at any time prior to opening upon written request from the bidder. Negligence on the part of the bidder in preparing his/her bid shall not constitute a right to withdraw a bid subsequent to the bid opening.

Any potential conflict of interest must be disclosed to the City in writing. Any conflict of interest identified will be considered and evaluated by the City. The City has the sole discretion to take the steps they deem necessary to resolve the conflict. If, during the term of the Contract, a conflict or risk of conflict of interest arises, the Contractor will notify the City immediately in writing of that conflict or risk and take any steps that the City reasonably requires to resolve the conflict or deal with the risk.

All questions in respect of this RFQ must be addressed, in writing, by email to Stephen Wedlock, Controller ([swedlock@charlottetown.ca](mailto:swedlock@charlottetown.ca)). Questions must be received no less than three (3) business days before the closing date of this Request for Proposals.

### **PURPOSE**

The successful firm will be required to provide the hot mix patching asphalt materials used by the City crews. **The supply site must be within the City of Charlottetown**, with materials supplied at proper temperature and consistency (mixture, no segregation) in accordance with industry standards, PEI Transportation, Infrastructure and Energy (TIE) Specifications, and the requirements of the City of Charlottetown.

The Supplier will also provide certified scales and tonnage receipts on each load for the City staff to keep as record of material pickup.

**Past operations have seen City crews requiring materials five (5) days per week (weekdays) weather permitting, approximately three (3) to four (4) tonnes per pickup and two crews picking up about 7am, 10am and 1pm on productive days. This pickup timing may change day to day or throughout the season, but are provided as a general indication of City need.**

### **PLEASE NOTE THE FOLLOWING ITEMS**

- asphalt mixes must meet PEI TIE specifications
- asphalt must be from a production facility approved by PEI TIE

## 1.1 OCCUPATIONAL HEALTH & SAFETY

This contract will comply with the regulations of the Occupational Health and Safety Act and any other regulations pertaining to the construction and maintenance of the work. The company awarded this contract will be required to provide proof that their company complies with all the provisions of the PEI Occupational Health and Safety Act, as well as, the Workers Compensation Act regulations. During the process of the quoted work companies will be required, on the request of the City, to provide written verification that their work is in compliance. See the City of Charlottetown's website [www.charlottetown.ca/tenders.php](http://www.charlottetown.ca/tenders.php) for a complete list of documentation required by contractors

## 1.2 COMPLETE QUOTATION PACKAGE

A complete Quotation consists of the following:

- (a) Quotation Form (Bid Sheet)

## 2.0 SPECIAL PROVISIONS

### 2.1 Materials

All materials will be supplied by the contractor and all must be guaranteed by the contractor as outlined hereinafter.

### 2.2 Commencement

The contractor must be able to supply material as soon as possible and be able to continue adequate supplies until at least early October 2017.

### 2.3 Provincial Provisions

The term 'Provincial Specifications' refers to the "General Provisions and Contract Specifications of Highway Construction" as produced by the Prince Edward Island Department of Transportation, Infrastructure and Energy.

### 2.4 Weighing of Materials

The contractor shall provide City staff operating trucks for pickup with a weigh ticket for each load. Scales used for this purpose shall meet the Government of Canada Weights and Measures Act regulations.

Costs involved in providing and operating the scale and tickets shall be included in the unit bid price for the individual materials.

The contractor shall provide certification for the scales upon request. The City may also choose to test the scales used at their cost.

## **2.5 Payment**

Payment will be at rates stated in the Quotation Form **(See also Section 5.3)**.

No hold back will be made on progress invoices.

## **2.6 Quantities**

The quantities set out in the Quotation Form are approximate only, and payment will be made on the basis of a measurement of work actually completed.

The City of Charlottetown reserves the right to add to or to delete from, or even to cancel any particular quantity.

## **2.7 Complete Tender**

A complete tender consists of the following:

- (a) The Quotation Form

# **3.0 INSTRUCTIONS TO BIDDERS**

## **3.1 Explanation to Bidders**

Any explanation regarding the meaning or interpretation of this tender, specifications or other Tender documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time of bid opening. Any such explanation or interpretation shall be made in the form of addenda to the documents and shall be posted on the City's website. Oral explanations and interpretations made prior to the bid opening shall not be binding.

## **3.2 Examination of Plans, Specifications & Worksites**

Bidders shall carefully examine the instructions to bidders, specifications, special provisions and the proposed work in order to satisfy themselves by examinations as to all the local conditions affecting the project and as to the detailed requirements.

## **3.3 Bidders Understanding**

Any information given to bidders regarding quantities or other matters shall be given as the best factual information available without the assumption of responsibility of its accuracy or for any conclusions that the contractor may draw there from.

## **3.4 Preparation of the Bids**

Bids shall be submitted on the forms provided or copies thereof, and must be signed by the bidder or his authorized representative. Any corrections to entries made on bid forms shall be initialled by the person signing the bid.

Bidders must quote on all items appearing on the bid forms, unless specific directions in the advertisement, on the bid form, or in the special specifications allow for partial bids. Failure to quote on all items may disqualify a bid. When submissions on all items are not required, bidders shall insert the words "no bid" where appropriate.

Alternative bids will not be considered unless specifically called for.

Unless otherwise specified, telegraphic, emailed or faxed bids and modifications will not be considered. Modifications shall be submitted as such, and shall not reveal the total amount of either the original or revised bids.

### **3.5 Submission of the Bids**

Bids must be submitted as directed in the 'Invitation for Bids'

### **3.6 Receipt and Opening of the Bids**

Bids shall be submitted prior to the fixed time in the 'Invitation for Bids'. Bids received after the time so indicated shall be returned unopened.

### **3.7 Withdrawal of Bids**

Bids may be withdrawn at anytime prior to opening upon written request from the bidder. Negligence on the part of the bidder in preparing his bid shall not constitute a right to withdraw a bid subsequent to the bid opening.

### **3.8 Presence of Bidders at Opening**

There will be a public opening for this request for quotations. The successful bidder(s) and the respective details will be posted on the City of Charlottetown awards webpage.

### **3.9 Bidders Interested in more than one Bid**

If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a direct bid on his own behalf.

### **3.10 Award of Tender**

The tender shall be awarded as soon as practical after the bid opening.

In cases of error in the extension of prices, the unit bid prices shall govern. The owner reserves the right to waive any informality in bids at his discretion.

### **3.11 Rejection of Bids**

The City of Charlottetown reserves the right to reject any and all bids or to accept any bid that may be considered to be in the best interests of the City.

**3.12 Material Guarantee**

Before any contract is awarded, the bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the construction of the work included in the contract together with samples which may be subjected to tests required by the City to determine their quality and fitness for the work.

**3.13 Agreement**

The successful bidder shall be deemed to have entered into an agreement with the City upon resolution by City Council of the tender. The tender documents shall provide the details of the services, remuneration and rights of both parties in respect to this agreement.

**3.14 Bids Submitted On**

All submissions must be upon the blank "Quotation Form" annexed thereto stating the proposed price for each item of work and the total estimated project price (including taxes) both in words and in figures and be signed by the bidder with a business address.



## 4.0 QUOTATION FORM (Bid Sheet)

### 4.1 Bid Sheet

**CITY OF CHARLOTTETOWN  
SUPPLY OF HOT MIX PATCHING ASPHALT**

TO: City of Charlottetown  
Public Works Committee  
City Hall  
Charlottetown, PEI

Ladies and Gentlemen:

The undersigned bidder has carefully examined all specifications and hereby offers to enter into a contract with the City of Charlottetown, to supply materials and to perform all work required by these specifications, for the prices given below and on the following page (all applicable taxes included):

The undersigned tenderer understands and agrees that:

- 1) These tender prices are valid for acceptance for a period of sixty (60) days from the date of closing of tenders.
- 2) The lowest or any tender may not necessarily be accepted.
- 3) Any of the bid quantities may be increased, decreased, or deleted from the contract without adjustment to the unit bid prices.
- 4) **Payment(s) for this work will be made by Electronic Funds Transfer (EFT) and vendor must provide information prior to award of contract to be setup on this system.**

Initial \_\_\_\_\_

Date \_\_\_\_\_

**4.2 Quotation Form (Bid Sheet)**  
**Asphalt Patching Material for the 2017 Construction Season**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>EXTENDED</u>
1)	D Mix (Sand Seal) Asphalt	1,100	tonnes	_____	_____
3)	B Mix (Seal) Asphalt	80	tonnes	_____	_____
extended sub-total before taxes					_____
applicable taxes					_____
<b>Estimated Project Price including Taxes*</b>					_____

\* EPPiT Written \_\_\_\_\_ /100  
 Dollars

**Supply Information**

Site location in City: (civic address)

\_\_\_\_\_

Type of supply facility: (direct from plant, storage arrangement, other)

\_\_\_\_\_

**SIGNED** \_\_\_\_\_ **DATE** \_\_\_\_\_

**COMPANY** \_\_\_\_\_

**CONTACT** (printed) \_\_\_\_\_

**PHONE** \_\_\_\_\_ **EMAIL** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**POSTAL CODE** \_\_\_\_\_

## 5.0 GENERAL PROVISIONS

### 5.1 Definitions

**"CITY"** means the City of Charlottetown.

**"PUBLIC WORKS MANAGER"** means the Manager of the Public Works Department of the City of Charlottetown acting personally or through any duly authorized assistant.

**"CONTRACTOR"** means the firm or individual selected as the successful bidder in regards to this tender by resolution of the City of Charlottetown Council. Contractor also includes any legal representatives of such and the words "he" and "his" when used in respect to the contractor respectively include and represent the words "they" and "their" if there is more than one contractor and the word "it" or "its" if the contractor is a company or a body corporate.

**"OWNER"** means the City of Charlottetown acting by the City Council or by any Committee or by an official duly authorized to act for the City in respect to the work specified in those conditions or in any contract or agreement or specifications.

### 5.2 Progress Estimate

Except as hereinafter provided, the Contractor shall, once in each month, submit an invoice in writing of the total amount of materials supplied to the first of the month. The City shall monthly pay to the Contractor except that payment which may be withheld at any time if the work is not proceeding in accordance with the Tender.

### 5.3 Basis of Payment

Work shall be paid for at the contract unit price for the specified item or items, as provided herein, in the Bid Sheet, which price and payment shall be full materials, and for all labour and use of equipment, tools and incidental necessary to complete the work in accordance with specifications.

Quantities shall be placed or removed in the amounts specified and shall not vary from these amounts unless specifically ordered by the Owner. The Manager may deduct a portion from claimed quantities, if, in his opinion, the contractor has placed or removed additional material without direction.

### 5.4 Public Works Manager's Status

The Public Works Manager, acting personally or through duly authorized assistants, shall have general supervision and direction of the work. He has authority to stop the work whenever such stoppage may be necessary to ensure that proper execution of the Project. He shall also have authority to reject all work and materials that do not conform to the Tender and to decide questions that arise in the execution of the work.

### **5.5 Public Works Manager's Decisions**

The Public Works Manager acting personally or through duly authorized assistants shall, upon presentation to him, make prompt decision in writing on all claims of the Owner or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Tender.

All such decision of the Public Works Manager shall be final.

The Contractor shall provide at his own expense and without liability to the Owner any additional land use access thereto that may be required for temporary construction facilities or for storage of materials.

### **5.6 Bids Submitted on**

All bids must be upon the blank "Quotation Form (Bid Sheet)" annexed hereto, state the proposed price for each item of work both in words and in figures and be signed by the bidder with his business address and place of residence.

### **5.7 Agreement**

Nothing done, performed or supplied, by or under the Tender or in pursuance thereof, by this Project or any implied contract, shall be binding upon the City nor shall the City in any way be liable for anything so done, performed or supplied, until first of all the Successful Tender has been resolution by Charlottetown City Council at a public meeting.

## **6.0 ASPHALT PATCHING**

### **6.1 Sources of Supply**

Approval of sources used in supply of material shall be obtained from the owner prior to the delivery of material to the work site, and samples of materials shall be submitted as directed to the Owner.

### **6.2 Asphaltic Material**

Hot mix asphalt materials shall meet the PEI TIE specifications for all mix types of patching asphalt and also shall be from an approved PEI TIE asphalt production facility.

End of Document