



PUBLIC WORKS DEPARTMENT

REQUEST FOR QUOTE

ASPHALT TESTING SERVICES

APRIL 2017

Quotes shall be submitted by completing this document and placing it in a sealed envelope, clearly marked on the outside “**RFQ - Asphalt Testing Services 2017; Controller; 3rd Floor City Hall**”, and must be received by the Controller before **2:00:00 pm, local time, on Friday, April 28, 2017**. It is the responsibility of the bidder to deliver the sealed quote to the 3rd floor of City Hall before the time indicated. Quotations received after the time so indicated shall be returned unopened.

Any addenda will be posted on the City of Charlottetown website at the following address: 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.

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). Questions must be received no less than three (3) business days before the closing date of this Request for Proposals.

SPECIFICATIONS

This Quote is in conjunction with a contract for Street Resurfacing. Anticipated quantities over the course of the 2017 season are as follows:

Resurfacing ~7,500 mt A-mix ~24,750 mt B-mix

To monitor hot mix materials used in City work, the Public Works Department is seeking asphalt testing services to confirm materials are being provided per design mix specifications and compaction standards.

The City has a Street Maintenance Supervisor in the field who co-ordinates the resurfacing program and monitors placement operations. This person (or a designated assistant) would work directly with the testing firm to co-ordinate activities associated with testing and compaction.

These testing services shall include:

- One daily sample of production mix at start of placement at each site, obtained by testing firm at the placement site. A second sample would be obtained in the day at the same site if greater than 500mt of material was being placed. It is possible that 2 paving crews could be working on the same day, although resurfacing services will not be occurring on City work every day depending on other work obligations of the contracted firm.
- Additional production mix sampling should any problems be encountered.
- Coring of asphalt placed on resurfacing projects to determine compaction (Standard Proctor method); generally 4 cores per street.

- Verbal correspondence immediately indicating any problems with mix production meeting design specifications and/or compaction results.
- Regular written reporting of testing undertaken.
- Direct contact between testing representative and City field supervisor to co-ordinate information on material properties in both production and placement.
- Plant inspection is not required at this time. Should any mix design services be necessary, they would be negotiated at a later date.
- Payment will be made upon regular progress invoicing received from the successful testing firm, base on unit price quantities of work actually undertaken. An estimate of the unit quantities has been included in the bid section but may be added to or subtracted from in year-end totals.
- It is planned to award services to one firm for the duration of the season. Evaluation of quotes will be on the basis of total price except where there is a significant discrepancy in the unit prices of each item.

THIS AREA HAD BEEN LEFT BLANK INTENTIONALY

The undersigned understands and agrees to the following provisions of this request for quotation:
AGREEMENT

1. Quote submissions shall be made on the attached form. Quote shall be signed by an authorized official of the company.
2. Bidders are requested to provide a brief prospectus of their firm and staff to be assigned, and must indicate any subcontracted work that is anticipated.
3. The City reserves the right to cancel any contract arrangement based upon performance of the supplier. The City shall be the sole judge of performance.
4. The undersigned is to carry and keep in force Public Liability Insurance in a form equivalent in terms of coverage to the industry standard Commercial General Liability for all services provided to and on behalf of the City of Charlottetown (City) and the amount of coverage shall be not less than two Million dollars (\$2,000,000.00) per occurrence and to indemnify and save harmless the City in the event of any damages, suits or actions as a result of damages, injuries or accident done to or caused by him, or his employees or relating to the prosecution of the works or any of his operations or caused by reason of the existence or location or condition of any materials, plant or machinery used there on or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions, and covenants and agrees to hold the City harmless and indemnified for all such damages and claims for damages. A Certificate of General Liability Insurance covering the legal liability of the submitter for injuries to, or death of, persons and/or damage to property of others for limits of not less than two million dollars (\$2,000,000.00) per occurrence for bodily injury and property damage with an insurer and in a form satisfactory to the City will be furnished. Such insurance shall have the City as an additional insured and shall contain cross liability coverage and preclude subrogation by the insured against the City. The City requires an advance 30 day notice should the policy be cancelled or changed in any manner. The undersigned is to carry and keep in force Professional Liability Insurance in an amount not less than \$2,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under this agreement. The policy self-insured-retention / deductible shall not exceed \$10,000 per claim and if the policy has an aggregate limit, the amount of the aggregate limit shall be double the required per claim limit. A City licensed to conduct business in the Province of Prince Edward Island shall underwrite the policy.

The successful proponent shall be required to provide proof of compliance, and be in good standing with all the provisions of the PEI Occupational Health and Safety Act as well as the Worker's Compensation Act regulations. Evidence of compliance shall be required at commencement of the agreement or at any subsequent time at the City's request. See the City of Charlottetown's website www.charlottetown.ca/tenders.php for a complete list of documentation required by contractors.

5. The City has now moved to electronic payments on goods and services provided to the City. Payment of invoices will be made by way of Electronic Funds Transfer (EFT). The successful proponent will be required to provide the necessary banking information for registration on the City system.

- 6. The City reserves the right to reject any or all quotations, not necessarily accept the lowest quotation, and to accept any quotation which it deems to be in the best interest of the City. The City reserves the right to award this request for quotation in whole or in part to various bidders.

QUOTATION FORM

This quotation is valid for acceptance for a period of thirty (30) days from the date of closing.

<u>Item Description</u>	<u>Quantity</u>	<u>Price per Unit</u> <small>(before Taxes)</small>	<u>Extended Price</u>
Compaction Cores	275	_____	_____
Mix Compliance Testing	100	_____	_____
Sub-Total of Extended Price			_____
Applicable Taxes			_____
TOTAL ESTIMATED PROJECT PRICE (incl. taxes)			\$ _____

SIGNED _____

COMPANY _____

CONTACT _____
(Printed Name)

ADDRESS _____

E-MAIL _____

DATE _____

Affix Corporate Seal
(if applicable)

The City reserves the right to reject any or all quotes or to accept any quote that may be in the best interests of the City.