



PUBLIC WORKS

REQUEST FOR QUOTATIONS

SUPPLY – HOT MIX ASPHALT, TACK & COLD MIX

MARCH 2024

File #2024-021

Quotes shall be submitted by completing this document and placing it in a sealed, opaque envelope, clearly marked on the outside, “**RFQ - Public Works Supply of Hot Mix Asphalt, Tack & Cold Mix**”; **Purchasing Officer, 3rd Floor City Hall, 199 Queen Street Charlottetown PE, C1A 4B7**”, and **must be received by the Purchasing Officer before 2:00:00 pm local time on April 3rd, 2024**. It is the responsibility of the bidder to deliver the sealed bid to the **3rd floor of 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 www.charlottetown.ca/tenders. Bidders are responsible for checking the website for bid documents and addenda. The City is not responsible for ensuring bidders have obtained addenda.

One (1) copy of the submission document 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 submission would be appreciated either included in the envelope noted above or emailed following the closing date and time. **There will be a public opening of submissions received immediately after closing.** The awarding of a contract, if any, resulting from this Request for Quotations (RFQ), shall be done, upon approval by City Council, as soon as practical after bid evaluations have been completed. Results of this RFQ will be posted on the City’s awards webpage at the following address: www.charlottetown.ca/tenders.

This 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 submission best satisfies the needs of the City rests solely with the City and any decision is not open to appeal. 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. The City specifically reserves the right to reject all quotes if none is considered to be satisfactory and, in that event, at its option, to call for additional quotes. No term or condition shall be implied, based upon any industry or trade practice or custom, any practice or policy of the City or otherwise, which is inconsistent or conflicts with the provisions contained in these conditions.

At the election of the City, whether or not a bid or bidder otherwise satisfies the requirements of the RFQ, the City may reject summarily any bid received from a corporation or other person which has been anyway involved in litigation, arbitration or alternative dispute resolution with the City within the five (5) year period immediately preceding the date on which the RFQ 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 submission; 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 Finance Department, 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.

The City will pay the successful proponent via Electronic Funds Transfer. The successful proponent will be required to provide the necessary information for registration on the City’s payment system.

The City reserves the right to cancel any request for quotes at any time without recourse by the contractor. The City has the right to not award this work for any reason including choosing to complete the work with the Owners' own forces.

All questions in respect of this RFQ must be addressed, in writing, by email to tenders@charlottetown.ca. Questions must be received no less than three (3) business days before the closing date of this Request for Quotations.

Sustainability & Supplier Code of Conduct:

The City of Charlottetown is committed to leveraging its procurement to improve the sustainability of its operations and strengthen Charlottetown’s environmental, social, and economic prosperity. The City will implement sustainable procurement practices to advance positive sustainable impacts and reduce negative impacts while ensuring fiscal responsibility and respecting trade agreements.

The City expects Proponents and their supplier(s) to have responsible business practices, operations and processes that support protecting the environment and are socially responsible. The Supplier Code of Conduct (Appendix A) sets the minimum expected ethical and human rights standards for vendors and their suppliers. The City’s intent is to work with Proponents to promote, grow and implement sustainable business practices.

The City reserves the right to request suppliers provide documentation to support sustainability claims and declarations.

Regarding this RFQ, the City of Charlottetown seeks more detailed information about the Proponent’s sustainability practices and features of the specifically in the areas of:
Environmental Practices and how you are reducing GHG emissions.

GENERAL:

The Public Works Department is receiving quotations for the supply of hot mix asphalt (B-Mix and D-Mix), bituminous emulsion (tack) and cold mix for the 2024 season. The supply site must be located within the City of Charlottetown. All materials supplied shall be in accordance with industry standards, PEI Transportation, Infrastructure and Energy (TIE) Specifications, and the requirements of the City of Charlottetown.

The supply of material shall begin as soon as award of the tender and end no earlier than October 30, 2024. All materials will be picked up by City staff. Materials should be available as early as 6 am each morning, when requested.

The City retains the right to extend the contract to the 2025 construction season at the same price, if agreed to by the successful bidder.

A single vendor will be selected for supply of all materials. Vendor-to-Vendor price comparison will be reviewed per 2,300 Tonnes D Mix + 260 Tonnes of B Mix + 9 Tonnes of Bituminous Emulsion (Tack) + 65 Tonnes of Cold Mix.

SPECIFICATIONS**Material**

All material supplied shall meet or exceed all specifications set out in Item 503 – Asphalt Emulsion, Item 603 – Hot Mix Asphalt Concrete and any other relevant section set out in the manual.

Department of Transportation and Infrastructure Renewal – General Provisions and Contract Specifications for Highway Construction.

Scales

The contractor shall provide City staff a weigh ticket for each load of asphalt. Scales used for this purpose shall meet the Government of Canada Weights and Measures Act regulations. All materials shall be measured in metric tonnes (tonnes or t)

Costs associated 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 reserves the right to have the scales tested at their own costs.

Anticipated Quantities

Anticipated quantities for 2024 are subject to operational requirements. Determination of asphalt and tack will be made on a job-by-job basis.

In previous years, the following approximate quantities were used:

Hot Mix Asphalt B Mix – 260 tonnes

Hot Mix Asphalt D Mix – 1800 tonnes

Bituminous Emulsion (Tack) – 9 tonnes

Cold Mix – 65 tonnes

Progress Estimates

The contractor shall, at the end of each month, submit an invoice in writing of the total amount of materials supplied to the first of the month. The City shall make a monthly payment to the Contractor. The owner reserves the right to withhold a payment if the materials supplied are deemed to be not in accordance with the specifications identified within this document until the contractor has rectified the issue.

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

QUOTATION FORM

The City of Charlottetown is not bound to accept the lowest or any quote that may be received. The full Quotation Form must be returned, and any additional information may be attached.

The City retains the option to extend the service period for this quotation a further year at the submitted price if agreed by the successful vendor and will negotiate that agreement by April 1, 2025.

Quotation for supply of Hot Mix Asphalt, Bituminous Emulsion (Tack) & Cold Mix:

HOT MIX ASPHALT “B MIX” \$ _____/Tonne

260 tonnes x UNIT PRICE: \$ _____

SUBTOTAL: \$ _____

HST: \$ _____

TOTAL: \$ _____

HOT MIX ASPHALT “D MIX” \$ _____/Tonne

2300 tonnes x UNIT PRICE: \$ _____

SUBTOTAL: \$ _____

HST: \$ _____

TOTAL: \$ _____

BITUMINOUS EMULSION (TACK) \$ _____/Tonne

9 tonnes x UNIT PRICE: \$ _____

SUBTOTAL: \$ _____

HST: \$ _____

TOTAL: \$ _____

COLD MIX \$ _____/Tonne

65 tonnes x UNIT PRICE: \$ _____

SUBTOTAL: \$ _____

HST: \$ _____

TOTAL: \$ _____

Supply Information

Site location in City: (civic address)

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

Contact Person (print)

Company

Phone

Address

Email Address

Signature

Date

Appendix A

Charlottetown Supplier Code of Conduct

Introduction

The City of Charlottetown (“Charlottetown”) is committed to conducting business in an ethical, legal, and socially responsible manner. Charlottetown expects its Suppliers to adhere to equivalent standards.

The Charlottetown Supplier Code of Conduct (SCoC) sets out the minimum ethical standards and business conduct for service providers including subcontractors, consultants, manufacturers, fabricators, distributors, or any entity that provides Charlottetown with goods or services (collectively “Suppliers”).

Charlottetown expects all its suppliers to affirm their compliance with the standards in this SCoC and ensure the standards are being upheld by any of their subcontractors. Stated compliance with all provisions set out in this SCoC will proclaim that the supplier is compliant with the core labour conventions of the International Labour Organization (ILO) and other applicable regulations in the countries in which they operate.

Charlottetown reserves the right to audit suppliers and request additional documentation to ensure compliance with all applicable laws and standards as well as this SCoC.

Charlottetown reserves the right to discontinue business with suppliers who are not responsive to requests to address concerns around workplace practices and instances of non-compliance with these minimum ethical standards and business conduct for suppliers.

Employee Treatment, Harassment and Abuse

The supplier’s employees shall be treated with respect and dignity and the supplier’s disciplinary policies and procedures shall be clearly defined and communicated to employees before application. There shall be no harsh and inhumane treatment, including any physical, sexual, psychological, verbal harassment or abuse, or corporal punishment; nor is there to be the threat of any such treatment.

Non-Discrimination

The supplier shall ensure no person is subject to any discrimination in employment, including hiring, compensation, advancement, discipline, termination, or retirement, on the basis of race, colour, age, gender, sexual orientation, ethnicity, nationality, disability, place of origin, ancestry, religion, political affiliation, union membership, family status or marital status.

Forced Labour

There shall be no use of forced labour, including prison labour, indentured labour, bonded labour, or other forms of forced labour. All work shall be voluntary, and workers shall be free to leave upon reasonable notice.

Child Labour

No persons shall be employed under the age of 15 or younger than the age for completing compulsory education in the country of manufacture, whichever is higher. Workers under the age of 18 shall not perform work that is likely to jeopardize the health or safety of young workers.

Health and Safety

The supplier shall provide a safe and healthy working environment to prevent accidents and injury to health arising out of, or linked with, or occurring in the course of work or as a result of the operation of the supplier's facilities.

Freedom of Association and Collective Bargaining

The supplier shall recognize and respect the right of employees to freedom of association and collective bargaining. Workers and employers shall have the right to establish and join labour organizations of their own choosing and elect their representatives, for the purpose of furthering and defending the interests of workers or of employers.

Wages and Benefits

The supplier shall pay all employees at least the minimum wage or the appropriate prevailing wage in its country of origin, whichever is higher, comply with all legal requirements on wages, and provide any benefits required by law or contract. Deductions from wages as a disciplinary manner shall not be permitted and payment shall occur in a timely manner with pay stub or similar documentation.

Hours of Work

The supplier shall not require workers to work more than the regular and overtime hours allowed by the law of the country where the workers are employed. The regular work week shall not exceed 48 hours. Employers shall allow workers at least 24 consecutive hours of rest in every seven-day period.

Overtime Compensation

Every worker has a right to compensation for a regular work week that is sufficient to meet the worker's basic needs and provide some discretionary income. The supplier shall be compensated for overtime hours at such premium rate as is legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate.

Anti-Corruption Business Practices and Bribery

The supplier will not, directly, or indirectly, pay, give, offer, or promise anything of value to any local or foreign government official (or to any person for the benefit of a government official) for the purpose of corruptly causing the government official to improperly act or use his or her influence in obtaining or retaining any business or securing any improper advantage for Charlottetown or the Supplier.

Environmental Responsibility

The supplier shall take responsibility to reduce the environmental impact of their products and services as well as their overall operations or 'in-house' practices. Suppliers must not be in violation of any national or provincial environmental regulations. Suppliers should be adopting responsible measures to mitigate negative environmental impacts.

Subcontractors and Sources

Charlottetown requires all suppliers that support the City as subcontractors, manufacturers, or sources of goods to comply with all of the same policies stated in Charlottetown's SCoC. All subcontractors and suppliers are required to comply with all applicable and national laws. Direct suppliers must monitor the subcontractors, manufacturers, or sources of goods for meeting or exceeding the SCoC and supply chains are expected to be transparent and traceable.

Signatories

The person signing this Form (i) certifies that they are a duly authorized representative of the Proponent with the authority to sign this acknowledgment and commit the Proponent to the provisions contained herein and (ii) on behalf of the Proponent and without personal liability, acknowledges and agrees that the Proponent has read and understood, and agrees to abide by, all of the standards set out in the Supplier Code of Conduct above.

☐ Yes, we agree to comply with all of the above expectations.

Name and Title of Authorized Representative

Date (MM-DD-YYYY)

Signature

END OF DOCUMENT