



Request for Quotations
For
Standing Offer Agreement for Municipal Road Paving Services

Request for Quotations No.: 2023-02-04-PW

Issued: **April 25, 2023**

Submission Deadline: **May 5, 2023 2:00 PM local time**

INVITATION AND SUBMISSION INSTRUCTIONS

Invitation to Respondents

This Request for Quotations (“RFQ”) is an invitation by **Town of Placentia** (herein after referred to as “the Owner”) to prospective respondents to submit non-binding quotations for **Standing Offer Agreement for Municipal Road Paving and Patchwork** as further described in Section A of the RFQ Particulars (Appendix D) (the “Deliverables”).

The Town of Placentia is requesting rates for asphalt repairs and installation. The rates submitted in the price form will include pricing for asphalt per square foot at varying values of square footage of asphalt.

RFQ Contact

For the purposes of this procurement process, the “RFQ Contact” will be:

Jeff Richardson, Director of Public Works

Town of Placentia

jrichardson@placentia.ca

(709)-227-2151 Ext. 225

Type of Contract for Deliverables

The preferred supplier will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Form of Agreement (Appendix A) (the “Agreement”). It is the Owner’s intention to enter into a contract with the preferred supplier(s).

RFQ Timetable

Issue Date of RFQ	April 25, 2023
Deadline for Questions	April 28, 2023
Submission Deadline	May 5, 2023
Anticipated Execution of Agreement	May 9, 2023

The RFQ timetable is tentative only and may be changed by the Owner at any time.

Submission of Quotations

Sealed submissions should be emailed to the Town of Placentia email and addressed to the RFQ contact. Subject line should reference RFQ number and Bidder should request confirmation that submission is received.

Quotations to be Submitted at Prescribed Location

Sealed quotations must be submitted to jrichardson@placentia.ca or dropped off at Placentia Town Hall, 25 Patterson Drive, Placentia.

1.5.2 Quotations to be Submitted on Time & In Prescribed Format

Quotations must be submitted at the location set out above on or before the Submission Deadline. Quotations submitted after the Submission Deadline will be rejected. Onus and responsibility rest solely with the proponent to deliver its proposal to the exact location (including floor, if applicable) indicated in the RFQ on or before the Submission Deadline. The Owner does not accept any responsibility for submissions delivered to any other location by the proponent or its delivery agents. Proponents are advised to make submissions well before the deadline. Proponents making submissions near the deadline do so at their own risk.

Amendment of Quotations

Respondents may amend their quotations after they have been submitted if, and only if, the amendment is delivered prior to the Submission Deadline marked with this RFQ title and number and the full legal name and return address of the respondent to the location set out above. Any amendment should clearly indicate which part of the quotation the amendment is intended to affect. Amendments must be submitted at the location set out above on or before the Submission Deadline. Amendments submitted after the Submission Deadline will not be accepted.

Written inquiries and requests for clarification shall be accepted up to 5 working days prior to the closing time. Inquiries and requests for clarification received via telephone are not acceptable. Inquiries and requests for clarification received after the specified date shall not be addressed. Verbal responses shall not be binding on either party. Questions and answers will be posted on the Town's website www.placentia.ca .

TERMS AND CONDITIONS OF THE RFQ PROCESS

General Information and Instructions

Respondents to Follow Instructions

Respondents should structure their quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

Quotations in English

All quotations are to be in English only.

No Incorporation by Reference

The entire content of the respondent's quotation should be submitted in a fixed form, and the content of websites or other external documents referred to in the respondent's quotation but not attached will not be considered to form part of its quotation.

References and Past Performance

In the evaluation process, the Owner may include information provided by the respondent's references and may also consider the respondent's past performance or conduct on previous contracts with the Owner or other institutions.

Information in RFQ Only an Estimate

The Owner and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFQ or issued by way of addenda. Any quantities shown or data contained in this RFQ or provided by way of addenda are estimates only and are for the sole purpose of indicating to respondents the general scale and scope of the Deliverables. It is the respondent's responsibility to obtain all the information necessary to prepare a quotation in response to this RFQ.

Respondents to Bear Their Own Costs

The respondent will bear all costs associated with or incurred in the preparation and presentation of its quotation, including, if applicable, costs incurred for interviews or demonstrations.

Quotation to be Retained by the Owner

The Owner will not return the quotation, or any accompanying documentation submitted by a respondent.

Trade Agreements

Proponents should note that procurements falling within the scope of the Canadian Free Trade Agreement, the Atlantic Procurement Agreement, and/or the Canada-European Union

Comprehensive Economic Trade Agreement are subject to those trade agreements but that the rights and obligations of the parties will be governed by the specific terms of this RFQ.

Communication after Issuance of RFQ

Respondents to Review RFQ

Proponents shall promptly examine all of the documents comprising this RFQ, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to the RFQ Contact on or before the Deadline for Questions. All questions or comments submitted by proponents by email to the RFQ Contact shall be deemed to be received once the email has entered into the RFQ Contact's email inbox. No such communications are to be directed to anyone other than the RFQ Contact. The Owner is under no obligation to provide additional information, and the Owner shall not be responsible for any information provided by or obtained from any source other than the RFQ Contact. It is the responsibility of the proponent to seek clarification from the RFQ Contact on any matter it considers to be unclear. The Owner shall not be responsible for any misunderstanding on the part of the proponent concerning this RFQ or its process.

All New Information to Respondents by Way of Addenda

This RFQ may be amended only by addendum in accordance with this section. If the Owner, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Proponents are responsible for obtaining all addenda issued by the Owner. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

Post-Deadline Addenda and Extension of Submission Deadline

If the Owner determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Owner may extend the Submission Deadline for a reasonable period of time.

Verify, Clarify and Supplement

When evaluating quotations, the Owner may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the respondent's quotation, including but not limited to clarification with respect to whether a quotation meets the mandatory technical requirements set out in Section D of the RFQ Particulars (Appendix D). The Owner may revisit and re-evaluate the respondent's response or ranking on the basis of any such information.

Any responses received by the Owner shall, if accepted by the Owner, form an integral part of the proponent's proposal.

Conflict of Interest and Prohibited Conduct

Conflict of Interest

The Owner may disqualify a proponent for any conduct, situation or circumstances, determined by the Owner, in its sole and absolute discretion, to constitute a conflict of interest.

The Owner reserves the right to disqualify any proponent that in the Owner's sole opinion has an actual or potential conflict of interest or an unfair advantage or may permit the proponent to continue and impose such terms and conditions, as the Owner in its sole discretion may require.

For the purposes of this RFQ, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where in relation to the RFQ process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to: (i) having, or having access to, confidential information of the Owner in the preparation of its quotation that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair.

Proponents are required to disclose, to the RFQ Contact, any potential or perceived conflict of interest issues prior to RFQ closing date and time.

Disqualification for Prohibited Conduct

The Owner may disqualify a respondent, rescind notice of selection or terminate a contract subsequently entered into if the Owner determines that the respondent has engaged in any conduct prohibited by this RFQ.

Respondent Not to Communicate with Media

Respondents must not at any time directly or indirectly communicate with the media in relation to this RFQ or any agreement entered into pursuant to this RFQ without first obtaining the written permission of the RFQ Contact.

No Lobbying

Respondents must not, in relation to this RFQ or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful respondent(s).

Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Owner; deceitfulness; submitting quotations containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFQ.

Confidential Information

Confidential Information of the Owner

All information provided by or obtained from the Owner in any form in connection with this RFQ either before or after the issuance of this RFQ

- (a) is the sole property of the Owner and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Owner; and
- (d) must be returned by the respondent to the Owner immediately upon the request of the Owner.

Confidential Information of Respondent

This procurement process is subject to the *Access to Information and Protection of Privacy Act, 2015* (ATIPPA). A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Owner. The confidentiality of such information will be maintained by the Owner, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Owner to advise or assist with the RFQ process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.

The proponent agrees that any specific information in its submission that may qualify for an exemption from disclosure under subsection 39(1) of the ATIPPA, 2015 has been identified in its submission. If no specific information has been identified it is assumed that, in the opinion of the proponent, there is no specific information that qualifies for an exemption under the subsection 39(1) of the ATIPPA, 2015.

Procurement Process Non-binding

No Contract 'A' and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFQ will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the respondent nor the Owner will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a quotation submitted in response to this RFQ.

No Contract until Execution of Written Agreement

This RFQ process is intended to solicit non-binding quotations for consideration by the Owner and may result in an invitation by the Owner to a respondent to enter into the Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and the Owner by this RFQ process until the execution of a written agreement for the acquisition of such goods and/or services.

Non-binding Price Estimates

While the pricing information provided in quotations will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the quotations. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Owner to enter into an agreement for the Deliverables.

Cancellation

The Owner may cancel or amend the RFQ process without liability at any time.

Governing Law and Interpretation

These Terms and Conditions of the RFQ Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and must not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Newfoundland & Labrador and the federal laws of Canada applicable therein.

APPENDIX A – FORM OF AGREEMENT

The validity review has been completed relevant to **RFQ # 2023-02-04-PW** Standing Offer Agreement for Municipal Road Paving Services

WITNESSETH that in consideration of the covenants, agreements and conditions therein contained, the parties hereto agree to the terms and conditions of the Quotation Package including any and all addendums and the quotation submitted by the Contractor.

All securities and pertinent documentation required within this document must be renewed prior the commencement of the contract period.

IN WITNESS WHEREOF the parties hereto have hereunto their hands and seals subscribed and set the day and year first before written.

THE CORPORATE SEAL

of the Town of Placentia
was hereunto affixed at
Placentia in the Province
Newfoundland & Labrador
on the _____ day of
_____, 2023.

TOWN OF PLACENTIA

Mayor

Witness

THE CORPORATE SEAL

of the Contractor was
hereunto affixed at
Placentia in the Province
of Newfoundland & Labrador
on the _____ day of
_____, 2023

CONTRACTOR

Name of Company

Company Signatory

Witness

APPENDIX B – SUBMISSION FORM

1. Respondent Information

Please fill out the following form, naming one person to be the respondent’s contact for the RFQ process and for any clarifications or communication that might be necessary.	
Full Legal Name of Respondent:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Fax:	
Respondent Contact Email:	

2. Acknowledgment of Non-binding Procurement Process

The respondent acknowledges that the RFQ process will be governed by the terms and conditions of the RFQ, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Owner and the respondent unless and until the Owner and the respondent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The respondent has carefully examined the RFQ documents and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFQ for the rates set out in the completed Pricing Form (Appendix C).

4. Non-binding Pricing

The respondent has submitted its pricing in accordance with the instructions in the RFQ and in the Pricing Form (Appendix C). The respondent confirms that the pricing information provided is accurate. The respondent acknowledges that any inaccurate, misleading or incomplete

information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

5. Addenda

The respondent is deemed to have read and considered all addenda issued by the Owner prior to the Deadline for Issuing Addenda. The respondent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word “None”, on the following line:_____. If this section is not completed, the respondent will be deemed to have received all posted addenda.

6. No Prohibited Conduct

The respondent declares that it has not engaged in any conduct prohibited by this RFQ.

7. Disclosure of Information

The respondent hereby agrees that any information provided in this quotation, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The respondent hereby consents to the disclosure, on a confidential basis, of this quotation by the Owner to the advisers retained by the Owner to advise or assist with the RFQ process, including with respect to the evaluation this quotation.

Signature of Witness

Signature of Respondent Representative

Name of Witness

Name of Respondent Representative

Title of Respondent Representative

Date

I have the authority to bind the respondent.

APPENDIX C – PRICING FORM

1. Instructions on How to Complete Pricing Form

- (a) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (b) Rates quoted by the respondent must be all-inclusive and must include all labour, site preparation and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Price will be evaluated based on the lowest Total Combined bid.

3. Pricing Form

Pavement Repair/Installation	Price per sq. ft	Tax	Total
Areas 100 - 500 Square Feet			
Areas 500 – 2000 Square Feet			
Areas 2000 Square Feet and up			

APPENDIX D – RFQ PARTICULARS

A. THE DELIVERABLES

The Town of Placentia is requesting rates from qualified providers for replacement/installation of 2½ inch compacted asphalt per square foot. Rates supplied will include all milling; grinding, labour, equipment and preparation required. Work is to have 1 year warranty for any defects.

B. MATERIAL DISCLOSURES

The Owner reserves the right to contact the next lowest bidder if work cannot be completed within 3 weeks of request of work at rates supplied. This will be a standing offer agreement at rates supplied for a 1-year period from date of award notification with a mutual option to extend for a 6-month period. The Owner makes no guarantee as to the volume of work.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

Each quotation must include a Submission Form (Appendix B) completed and signed by an authorized representative of the respondent.

2. Pricing Form (Appendix C)

Each quotation must include a Pricing Form (Appendix C) completed according to the instructions contained in the form.

3. Other Mandatory Submission Requirements

- Letter of good standing from Workplace NL.
- Proof of COR Certification

These items are submission requirements and bid will not be valid if not submitted.

4. Form of Agreement

Each Bidder will submit a signed copy of the form of agreement **Appendix A** which will be signed by the Owner and copy returned to successful Bidder.

D. MANDATORY TECHNICAL REQUIREMENTS

NA

E. PRE-CONDITIONS OF AWARD

NA