



Request for Proposal

Project Title: RFP Winter Sand

Request #TMW-04

ISSUE DATE: 2025-09-22

Municipality of Markstay-Warren
21 Main Street, South
P.O. Box 79
Markstay, ON, P0M 2G0

Table of Contents

Confidentiality Statement.....	3
Submission Details	3
Submission Deadlines and Methods.....	3
Submission Delivery Address, Submission Questions and Clarifications.....	3
Submission Opening.....	3
Amendment and Withdrawal of Submission	4
Addendums	4
Introduction & Background.....	4
Specifications/Scope of Work	5
Additional Recommendations	5
Assumptions & Constraints.....	6
Terms and Conditions	7
Health and Safety	8
Selection Criteria.....	9
Declaration.....	11
Schedule "A"- Specifications/Scope of Work.....	13

Confidentiality Statement

This document and any attachments thereto, regardless of form or medium, is intended only for use by the addressee(s) and may contain legally privileged and/or confidential, copyrighted, trademarked, patented, or otherwise restricted information viewable by the intended recipient only. If you are not the intended recipient of this document, please respond to the originator of this message and permanently dispose of any copies and attachments.

Submission Details

Submission Deadlines and Methods

All submissions for responding to this Request must be submitted to our office, as stated below, no later than:

Submissions are accepted no later than – 2025-10-03, at 4pm Local Time

The use of mail to deliver a tender will be at the respondent's risk. Submissions sent in electronic format will be accepted through email at info@markstay-warren.ca and rtheiss@markstay-warren.ca

Tenders must be submitted in a sealed envelope and shall be clearly marked with the following:

- ☐ The Name and Address of the Respondent
- ☐ The Request Number
- ☐ The Project Title

Tenders sent by e-mail must include the tender document as an attachment in pdf format and contain the following information in the body of the e-mail:

- ☐ The Name and Address of the Respondent
- ☐ The Request Number
- ☐ The Project Title

Administration staff will affix on the sealed envelope, or for electronic submissions send a confirmation e-mail to the recipient:

- ☐ Date and time of receipt

Submission Delivery Address, Submission Questions and Clarifications

You may contact the following Lead Person Ronny Theiss if you have any questions or require clarification on any topics covered in this Request for Proposal. The delivery address to be used for all submissions is:

Municipality of Markstay-Warren
21 Main Street, South
P.O. Box 79
Markstay, ON, P0M 2G0
Tel: 705-853-4536 ex 208
Fax: 705-853-4964

****Proponents may submit questions up to tender closing****

Submission Opening

Submissions will be publicly opened and recorded on **Monday, 06 October 2025 at 10:00 am** at the Municipal Office. Staff will review the proposal, and the successful candidate will be presented at the Special Council Meeting on **Monday, 20 October 2025**.

Amendment and Withdrawal of Submission

Requests for withdrawal of submission shall be allowed if the Request is made before the closing time for the contract to which it applies. Requests shall be directed to the Lead Person by letter or in person, by a Senior Official of the company, with a signed withdrawal confirming the details. Telephone requests shall not be considered. The withdrawal of a tender does not disqualify a bidder from submitting another tender on the same contract.

Addendums

The Municipality may, at its discretion, amend or supplement the documents for this Request by addendum at any time before the closing date for receipt of Proposals. Changes to the requested documents shall be made by ADDENDUM ONLY. Such changes made by addendum shall be supplementary to and an integral part of the Request. All addenda must be signed and included in the final submission acknowledging all addenda issued by the Municipality. While the Municipality will endeavor to notify prospective Proponents of the issuance of an addendum, the Municipality assumes no liability for the notification, and it is the responsibility of each Proponent monitor and determine whether any addenda have been issued by the Municipality.

Specifications/Scope of Work

Introduction

The Municipality requires the supply of winter sand for maintaining roads throughout the winter season. The Municipality currently operates 2 pits with a suitable supply of winter sand and will consider different service options including screening sand on site or sand through an off-site supply.

Service Options

On Site Screening

The contractor shall supply the necessary equipment, labour and materials to screen sand at a municipal designated site. The sand shall be processed

Proof of WSIB in good standing and valid surface mining certification must be submitted prior to starting work in Municipal Pits.

Sand Loaded and Hauled to Municipal Garages

The contractor shall provide screened sand in the quantities requested to the Municipal Garages Located at 48 Main St. N. Markstay, Ontario and 37 Warren Avenue, Warren Ontario.

Sand Loaded at the Owners Pit and Hauled by the Municipality

The contractor shall supply the necessary equipment and labour to load municipal trucks at the owner's site. This option may be during winter sand stocking or throughout the winter. In your bid preparation please indicate which options you can support and any limitations (such as the time during which each option would be available)

Material Specifications

Winter sand shall be free of clay, silt, organics. Gradation shall meet the OPS Muni 100 specification:

1004.05.07 Winter Sand

Winter sand shall meet the physical requirements shown in Table 1: Physical Property Requirements for Winter Sand and the gradation requirements shown in Table 2: Gradation Requirements for Winter Sand.

Table 1: Physical Property Requirements for Winter Sand

Laboratory Test	MTO Test Number	Requirement
Micro-Deval Abrasion, fine aggregate, % maximum loss	LS-619	25 (Note 1)
Notes: 1. When obtained from sources on St. Joseph Island, Manitoulin Island, or areas of Ontario south and west of a boundary delineated by the Severn River, Provincial Highway 12, and Provincial Highway 7 east of Highway 12.		

Table 2: Gradation Requirements for Winter Sand

Sieve Size	Gradation (LS-602), Percent Passing
9.5mm	100.0 (Note 1)
6.7mm	97-100
4.75mm	90-100
2.36mm	50-95
1.18mm	20-90

600µm	0-70
300µm	0-35
150µm	0-15
75µm	0-5.0
Notes: 1. In addition to LS-602, this shall be confirmed by visual inspection of the stockpile. 2. The minimum size of the test sample shall be 5 kg. Following oven drying, the sample shall be sieved on the 9.5 mm, 6.7 mm, and 4.75 mm sieves. Material passing the 4.75 mm sieve shall be split to an appropriate size according to LS-602 for subsequent washing and fine sieving. The final grading shall be calculated according to LS-602 as the percentage of material passing each sieve based on the total mass of the oven dried sample.	

Quality Assurance

Quality assurance of aggregates shall be as listed in Muni 100 1004.08.

Following delivery / Final processing of winter sand, a visual inspection shall be conducted to confirm the absence of oversize material.

Quantity

The Municipality requires a **total finished quantity of 5000 cubic yards** based on a stockpile to satisfy a 2 year average. For the on site screening service option, the municipality seeks to process the entire quantity. For the delivery option, the municipality may opt to take delivery of a single year quantity split evenly between the garages, and may consider a buffer stock or refilling stock part way through the winter.

Assumptions & Constraints

The Municipality will not be held liable for any errors or omissions in any part of this Request. The information contained herein is supplied solely as a guideline for responding Proponents. The information is not guaranteed or warranted to be accurate by the Municipality, nor is it necessarily comprehensive or exhaustive. Nothing in the Request is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Request. Should the Municipality be contacted, no oral explanation or interpretation will modify any of the requirements or provisions of the proposal documents.

The successful Proponent will provide continuous and adequate protection of all work from damage and will protect the Municipality's property from injury or damage arising from or in connection with this work. The successful Proponent will make good any such damage or injury.

The successful Proponent will employ only orderly, competent and skillful employees to ensure that the services are carried out in a confidential and respectable manner.

The successful Proponent will ensure all services and products provided in respect to this proposal are in accordance with, and under authorization of all applicable authorities, municipal, provincial and/or federal legislation.

The successful Proponent will, throughout the term of the contract, obtain and maintain in force a General Liability Insurance of not less than \$2,000,000 (per occurrence) inclusive, to indemnify and hold harmless the Municipality of French River against any liability for property damage or personal injury, including death which may arise from the Proponent's operations under this contract; and/or The successful Proponent will be required to provide Professional Liability Insurance coverage in the amount of not less than \$2,000,000.00 per occurrence.

The successful Proponent and its employees may have access to information confidential to the Municipality. This information may include, but is not limited to, terms of this agreement, business methods and systems, contractual terms, pricing, personal information, etc. subject to disclosure by force of law, the successful Proponent agrees that it and its employees who have access to this information will not either during the term of the agreement or at any time thereafter reveal to any third party any of this confidential information or use in any way, whether on the successful Proponent's behalf or on behalf of any third party, any such information

The information, reports, documentation, plans, etc. that are a product of this award by the successful Proponent, will become the exclusive property of the Municipality of Markstay-Warren.

Terms and Conditions

Relating to the submission document:

- ☐ **Provincial and Federal Taxes (H.S.T.)** - Tenders shall include applicable H.S.T. taxes. This tax shall be shown separate from the unit price. The Proponent shall include with the executed documents, at the time of submission, on company letterhead, notification to the Municipality of their H.S.T. Registration Number (if any)
- ☐ **Costs, Deliverables & Timelines** – as set out in Schedule A
- ☐ **Declaration** - Signed declaration must be submitted (Page #11)
- ☐ **Other** - Proponents may include any additional information regarding their firm and/or services that may prove beneficial to the evaluation of the proposal. These would be provided in the form of appendices.

Relating to the Successful Candidates:

- **Contract** - The successful Proponent may, within ten (10) days after being advised that they are the successful Proponent, execute a contract in duplicate to the Municipality.
- **Notice of Acceptance** - Notice of acceptance may be made by fax or telephone, with written confirmation of same to follow, to the successful Proponent at the number given by the Proponent.
- **Payment** - Shall be made upon receipt of invoice following the receipt of the product (net 60 days) with completion of the work to the satisfaction of the Municipality.
- **Price** - The Proponent shall abide by the total price stated in the submission document. No further payments beyond the contract amount will be made for any additional services required to provide a satisfactory deliverable. If additional requirements are requested by the Municipality beyond the original scope of work described in this Request, the cost of these services would be negotiated between the Municipality and the company that has been selected to perform the work. Any additional work will only be undertaken based on a request in writing from the Municipality of Markstay-Warren.
- **Termination** - The Municipality reserves the right to immediately terminate the contract for sufficient cause, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, unprofessional behaviour as outline in our contractor code of conduct, etc.
- **Public Record** - Any personal information required on the proposal form is received under the authority of the Municipality. This information will be an integral component of the quote submission. All written proposals received by the Municipality become a public record; once a proposal is accepted by the Municipality, and a contract is signed, all information contained in it is available to the public including personal information.
- **Conflict of Interest** - Proponents shall immediately disclose to the official point of contact any potential or real conflict of interest whether direct or indirect in nature as it may relate to the Municipality, its elected officials, officers, employees and/or the present Bid Solicitation. Where, in the Municipality's opinion, a significant conflict of interest is found to exist and cannot be sufficiently mitigated, the Municipality reserves the right to disqualify the Proponent from participating in the Bid Solicitation.

Health and Safety

General: Contractor must comply with the Occupational Health and Safety Act (OHSA), the Regulations for Construction Projects, the Municipality of Markstay-Warren safety policy and as well as complying with the prescribed requirements legislated in the Regulations for Industrial Establishments.

Competent person: Contractor is responsible using their training, knowledge and experience to protect the health and safety of their workers and others, reporting to their supervisor the absence of, or defect in any protective equipment or device, and reporting to their supervisor, any circumstances or conditions that may limit their ability to comply with the requirements of the OHSA and the Municipality of Markstay-Warren Safety policy.

Equipment & tools: All equipment and tools used by the contractor shall conform to Canadian Standards Association (C.S.A.) or manufacture specifications. The Municipality of Markstay-Warren reserves the right to prohibit the use of any equipment and methods or practices that do not conform to acceptable standards. Defective equipment and tools shall be removed from the work site premises immediately.

P.P.E.: All workers must wear appropriate C.S.A. approved eye protection, hearing protection, C.S.A. approved hard hats, C.S.A. approved foot protection and C.S.A. approved gloves at all time while working on the job site.

Fall protection: Safety harness and lanyard are required by anyone working more than 3 meters above a surface. The safety harness must be secured to a fixed support so that a worker cannot fall more than five feet. Proof of certification shall be submitted before starting any work at height.

WHMIS: No hazardous material is to be stored or used on work site by the contractor unless the prescribed requirements concerning labelling material safety data sheets (MSDSs) and worker instruction and training are met.

MSDS: Material safety data sheets for all hazardous products shall be kept on site.

Weekly safety meetings: Contractor shall conduct weekly safety meetings with their workers and identify concerns or potential hazards on the job site. Weekly safety meeting shall be signed by all workers and a copy of the safety meeting shall be submitted to the contract administrator weekly.

Proof of training: The contractor shall submit within five (5) calendar days after the contract award, copies of WHMIS, copies of health and safety awareness, first aid certificate and certificates pertaining to the work being done for all workers working on the job site.

Reporting: Contractor must report immediately to the contract administrator all workplace incidents, near misses, injuries and illnesses and environmental damages. Contractor shall also report accidents/incidents to the ministry of labour or any other appropriate authority required by legislation.

Supervision: Contractor shall comply with OHSA regulations.

Health & Safety Station: Contractor shall provide at all time a dedicated station for workers to have access to the contractors H&S manual, the emergency response plan, the OH&S Pocket book, MSDS sheets, WSIB information, Eye wash stations and emergency aid kit.

WSIB: Prior to commencement of any work herein, the successful Proponent shall provide the Municipality with a current WSIB Clearance Certificate within five (5) days of contract award. The successful Proponent shall maintain it good standing and shall provide the Municipality current Certificates of Clearance when requested.

Selection Criteria

A combination of quality, experience and price will determine a successful firm or firms. More specifically:

- The quality of the proposed product. 10pts
- The timing of the project. 10 pts
- Alignment with the Municipality's Goals 40 pts
- Any additional features or advantages uniquely proposed by the Proponent which the Municipality has not identified in the project deliverables or description. 10 pts
- The Proponent's financial proposal 30 pts

The Municipality of Markstay-Warren is not obligated to award the service contract to a single firm, the lowest or any firm. The Municipality reserves the right to reject any or all proposals and to waive formalities as the interests of the Municipality may require without stating reasons. The Municipality will not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent by reason of the acceptance or the non-acceptance by the Municipality of any proposal or by reason of any delay in the acceptance of a proposal as well Any expenses incurred by the Proponent in the preparation of the proposal submission are entirely the responsibility of the Proponent and will not be charged to the Municipality.

Bid Form

If proposing pricing for multiple service options, please supply **one** bid form for **each** service option. Pricing must identify all itemized costs which should be reasonably expected while executing the bid. Use a second sheet if required. For any items which are explicitly out of scope, please identify these as notes.

I _____ (Name or Company) do hereby submit the following bid price to perform the related work as outlined in the Scope of Work.

Service Option	
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Services	QTY	Price	Total
HST			

Product Availability

Indicate the earliest date the product is available. Indicate the latest date the product is available if applicable.

Notes:

Indicate any special terms in this section. Attach a separate sheet if required.

Declaration		
Company:		
Name:		
Address:		
Phone	Fax	E-Mail

The Respondent declares:

- No person, firm or Municipality other than the Respondent, has any interest in this proposal or in the proposed services for this proposal;
- This proposal is made without any connection, comparison of figures or arrangements with or knowledge of any other Municipality, firm or person making a proposal for the same service and is in all respect fair and without collusion or fraud;
- No member of the staff of the Municipality of Markstay-Warren is, or will become interested directly or indirectly.
- The content and requirements of this proposal document have been read and understood.
- The prices set forth in this Quote Form include full compensation to furnish all labour, equipment, materials and supplies and transportation necessary or incidental to completing the work in strict accordance with said documents.
- All prices are quoted in Canadian funds.

All or any proposals not necessarily accepted.

Signed at _____ this ____ day of _____ 2025.

Print - Witness

Print - Respondent

Title - Respondent

Signature - Witness

Date

Signature Respondent

Date