



Request for Proposal

Project Title: Loader Repair or Replace

Request # TMW-05

Activity	Date
Initial Release	2025-10-09
Bids Due	2025-10-24
Bids Opened	2025-10-27
Bids Presented to Council	2025-11-03

Municipality of Markstay-Warren

21 Main Street, South

P.O. Box 79

Markstay, ON, P0M 2G0

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2 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.

3 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 – **Friday, 24 October, 2025, 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 Delivered in Person or By mail 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

Administration staff will affix on the sealed envelope:

- ☐ Date and time of receipt

Tenders Delivered Electronically must be submitted using a neutral format (i.e. PDF, Scanned image files such as .jpg) The body of the e-mail must include the following:

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

Administration staff will affix on the sealed envelope:

- ☐ Date and time of receipt

Staff will reply with a message indicating the response has been received.

4 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.

Any revisions to the proposal or questions which may give any proponent an advantage in the bidding process will be posted on the web site on the bid page.

5 SUBMISSION DELIVERY ADDRESS,

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
Fax: 705-853-4964

6 SUBMISSION OPENING

Submissions will be publicly opened and recorded on **Monday, 27 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, 03 November, 2025**

7 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.

8 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 determines whether any addenda has been issued by the Municipality.

9 SPECIFICATIONS AND SCOPE OF WORK

9.1 INTRODUCTION

The Municipality of Markstay-Warren invites qualified vendors to submit tenders for the provision of services related to the repair, replacement, or rental of a Case 621E loader, Serial No. N8F203612, currently in operation with approximately 8,824 hours.

The attached inspection report identifies the current condition of the unit, including deficiencies requiring attention. Based on this assessment, the Municipality is seeking competitive options for:

- Repairing the existing machine;
- Purchasing a new replacement machine with equivalent or superior specifications;
- Entering into a rental or rent-to-own agreement for an equivalent machine.

9.2 OPTION A – REPAIR OF EXISTING MACHINE

Vendors shall provide:

An itemized quotation for the repair and servicing of deficiencies identified in the inspection report, including but not limited to:

Identified Deficiencies

- Left side latch for window requires repair.
- Front and left side glass broken.
- Steps to enter the machine are significantly rusted.
- Rust at bottom of cab door.
- Tilt steering assembly loose, may require replacement or shimming.
- Left front mirror cracked.
- Alternator belt showing dry rot, requires replacement.
- Two small leaks on return fuel hoses (low pressure).
- Transmission code present – high return pressure; requires diagnosis.
- Transmission fluid low, no visible leaks.
- Possible overfilling of front axle; dirty axle oil, service required.
- Axle possibly leaking brake hydraulic oil into differential.
- Rims with heavy rust scaling, tires 30–40% tread.
- Left axle seal leaking at wheel end.
- Middle to front driveline noise at high speed (requires confirmation if driveline or axle internal).
- Brake chatter under load, related to poor-quality axle oil.
- Hose under cab brake valve leaking.
- Worn pins and bushings on steering cylinders.
- Bucket cylinder drift and leak-by at left steering cylinder barrel end.
- Various hydraulic hoses showing wear, requiring replacement.

- Pins and bushings with excessive play in multiple areas (boom, bucket, steer cylinders, center pin, dog link).
- Bucket bottom has a hole, requires welding repair.
- General line boring required at key joints.

9.2.1 Vendor proposals must include:

- Financial Proposal
 - Cost breakdown for parts, labour, and any subcontracted services (e.g., line boring, welding).
 - Contingency with cost break down. (Where a project may present risks, the contingency budget is used to cover those risks based on pre-negotiated pricing strategy and amount)
- Technical Proposal
 - Project Milestones
 - Start Date from receipt of order
 - Major milestones along the project
 - Final Completion Date
- Warranty terms on parts and labour.
- Support
 - Optional Maintenance or Service Contracts.

9.3 OPTION B – SUPPLY OF A NEW MACHINE

Vendors shall provide pricing and specifications for the supply and delivery of a new loader that meets or exceeds:

- The machine drive train must have a rated at or above 150HP
- Operating tonnage rated at or above of 12,500kg
- The machine must be equipped with a 3 yard bucket suitable for work with typical aggregates used in municipal operations including rock, gravel salt and sand.

Proposals must include:

- Full machine specifications.
- Delivery timeline.
- Warranty coverage (standard and extended options).
- Training for municipal operators.
- Trade-in value (if available) for the existing Case 621E.
- Optional Service Package for regular maintenance (if offered)

9.4 OPTION B – SUPPLY OF USED MACHINE

Vendors shall provide pricing and specifications for the supply and delivery of a new loader that meets or exceeds:

- The machine drive train must have a rated at or above 150HP
- Operating tonnage rated at or above of 12,500kg
- The machine must be equipped with a 3 yard bucket suitable for work with typical aggregates used in municipal operations including rock, gravel salt and sand.

Proposals must include:

- Full machine specifications.
- Machine history.
 - Previous Owners.
 - Use of the machine.
 - Machine hours.
 - Any recurring problems the machine may have had.
 - Maintenance items due within 2 years.
- Machine images to judge current condition. The coordinator may choose to perform an in person inspection of the machine prior to purchasing.
- Delivery timeline.
- Warranty coverage (standard and extended options).
- Training for municipal operators.
- Trade-in value (if available) for the existing Case 621E.
- Optional Service Package for regular maintenance (if offered)

9.5 OPTION C – RENTAL OR RENT-TO-OWN AGREEMENT

Vendors shall provide proposals for:

Short-term and long-term rental agreements, including maintenance responsibilities.

Rent-to-own options, with clear terms for conversion to ownership.

Availability of machines equivalent to the Case 621E.

9.6 OPTION D – TRY BEFORE YOU BUY

Vendors are invited to propose a demonstration or trial period where the Municipality may operate the machine under real working conditions prior to purchase or lease commitment. Proposals shall outline:

- Length of trial period.
- Costs associated with trial (if any).
- Conditions for transitioning from trial to purchase/rent-to-own.

10 ASSUMPTIONS AND 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.

11 TERMS AND CONDITIONS

11.1 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.
- **Change Orders** – Change orders may be issued on the contract as negotiated between the Municipality and the proponent. Change orders can be used to request additional services or to allow for modifications for unforeseen circumstances. The unit rates shall be those agreed to through the financial proposal.
- **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.

12 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. Contractors 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.

13 CONTRACTOR CODE OF CONDUCT

13.1 GENERAL POLICY STATEMENT

The objective of the Municipality of Markstay-Warren is to be a fair and progressive employer, consistent with its responsibilities to all citizens of the municipality. The municipality is an equal opportunity employer and does not discriminate in the hiring process on the basis of race, ancestry, place of origin, colour, ethnicity, citizenship, creed, sex, sexual orientation, age, marital/family status or disability. Employment decisions are based on an individual's qualifications and competencies focusing on skills, training and overall ability to perform the work.

The Municipality recognizes its obligations under provincial and federal statutes concerning human rights, fair employment practices and statutory and constitutional requirements.

* For dates of policy amendments, see last page of manual

The Contractor Code of Conduct is based on the relevant sections of the employee code of conduct. It is expected that contractors conduct themselves in a professional manner when representing the Municipality in their work.

13.2 APPLICATION

Policies in this manual apply to all contract staff.

13.3 DEFINITIONS

13.3.1 Contract Staff

Contract staff are those employees who are hired under a written contract of employment.

13.4 DISCIPLINE (WARNING PROCEDURE)

13.4.1 Responsibility for -

The contract point of contact is responsible for communicating any complaints with the contractor.

13.4.2 Warning Procedure (Progressive Discipline)

In all, but extreme cases, a warning procedure must be followed.

13.4.3 Informal warning

The contract point of contact shall tell the contractor of the nature of the problem and offer help in its solution. A date should be set for a review of progress. A written summary is not necessary except where there is the potential of further disciplinary action being necessary.

13.4.4 Formal warning

This should take place on the date set in section 8-2-1. The department head should stress the seriousness of the situation and note future consequences if there is no improvement. A new review date should be set and help offered once more. Unless it impedes problem-solving, another staff member should be present as a witness.

Immediately after the interview, the department head must write a summary of the proceedings noting the date, steps to be taken by both sides and the consequences discussed. Copies must go to the employee and his/her personnel file.

5 TERMINATIONS

Terminations shall be as agreed upon in the contract. Failure to act in accordance with this code of conduct shall be reasonable grounds for terminating the contract.

13.5 SMOKING ALCOHOL AND DRUGS

13.5.1 Smoking

Refer to the Municipal Smoking by-law provisions. Contractors on Municipal business should treat all work sites as smoke free zones. They should refrain from smoking on private lands where they are undertaking work.

13.5.2 Alcohol/Drug Use

A contractor working on Municipal business shall not be under the influence of Alcohol or Drugs.

13.6 RULES OF CONDUCT

13.6.1 Policy Statement

The municipality believes that most employees will act fairly and reasonably at all times. Accordingly, it is for the protection of that majority that the rules of conduct set out below are published. Breaches of these guidelines or other acts against municipal or employee interests will result in disciplinary action, including suspension and termination.

13.6.2 Prohibited Activities

The following activities and practices are strictly prohibited and will result in immediate and serious disciplinary action, up to and including termination:

- a) Reporting to work or working in an intoxicated state or using illegal substances during working hours.
- b) Removal from the premises of municipally-owned items or items owned by other employees without specific permission.
- c) Physical or verbal abuse of, or threats towards other employees (see also Sexual Harassment)
- d) Flagrant disregard of municipal safety rules.
- e) Being convicted of a criminal offence related to the employee's work or being unable to work for an extended period because of any criminal conviction.
- f) Willful and malicious damage to municipal and private property.
- g) Serious violations of the Ontario Human Rights Code.
- h) Violation of other policies in this manual, the result of which could be serious damage to the Municipality's interests or reputation, or injury or significant loss to another employee, councilor or the public.

Nothing in the above policies prevents the Municipality from implementing disciplinary measures for activities, which, while disruptive, do not meet the criteria for prohibited practices.

13.7 SEXUAL HARASSMENT

13.7.1 Policy statement

The Municipality will not permit harassment of any employee or contractor for sexual or other purposes. Proven harassment will result in disciplinary action up to and including termination.

13.7.2 Definition

Sexual harassment is defined as unwanted or uninvited personal attentions to a contractor in order to obtain sexual favours or the undue emphasis on sexual behaviour or characteristics by an immediate supervisor or co-workers to the point where it interferes with job performance.

13.7.3 Complaints

A contractor wishing to file a complaint of sexual or verbal harassment can use the Municipality's Appeal Procedure.

Should use of the Appeal Procedure be inappropriate, the contractor may bring the complaint to the CAO/Clerk or, if that is not suitable, directly to the Council. In either case, the matter will be investigated and resolved as soon as possible.

All issues raised under this section will be kept confidential and no individual will be penalized for making a legitimate complaint.

13.8 DRESS CODE

The Municipality expects a standard of dress and grooming from contractors that is reasonable and appropriate under the circumstances.

13.9 SLANDER

13.9.1 Purpose

The Municipality of Markstay-Warren is adopting this policy to ensure that all employees are aware of their obligation to act in the best interests of the organization and to demonstrate the values, goals and ideals of the Municipality at all times.

13.9.2 Policy

Contractors, volunteers and students are strictly prohibited from posting negative, slanderous or libelous information regarding the Municipal employees, volunteers, students, clients, organization practices, or the organization in general by any means (e.g. Blogging, Facebook, Twitter, etc....)

Non-compliance with this policy will result in corrective action or discipline, up to and including dismissal, termination of contractual agreements, termination of placement and/or legal action.

14 SELECTION CRITERIA

A combination of quality, experience and price will determine a successful firm. The following Rubrick will be used to score submissions

The quality of the proposed product	30 pts
The timing of the project	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	20 pts

The Municipality of Markstay-Warren is not obligated to award the service contract to 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.

15 REQUIRED DOCUMENTATION WITH BID SUBMISSION

As part of the bid submission, the contractor must supply the following documentation where it applies to the work they are completing:

15.1 FOR ALL PROPOSALS

- ☐ Signed copy of: **16 Declaration p-19**
- ☐ Completed copy of: **17 Bid Form - p20** (multiple bid forms may be submitted if multiple options are being presented)
 - **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)
- ☐ **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.

15.2 FOR ALL WORK PERFORMED BY PROFESSIONALS LICENSED UNDER A REGULATED TRADE OR PROFESSIONAL ORGANIZATION

- ☐ Organization's license number, identification of a copy of their license
- ☐ The licenses or license numbers of key individuals taking responsibility for the project
- ☐ For technical teams: The organizational structure and CV of team members

15.3 FOR ALL SERVICE WORK PERFORMED ON MUNICIPAL PROPERTY

- WSIB Coverage
 - ☐ Proof of active workers compensation in good standing OR
 - ☐ For individual contractors: a completed copy of the 'Determining worker/independent operator status questionnaire through WSIB which can be found at:
<https://www.wsib.ca/en/forms/determining-worker-independent-operator-status>
- Insurance
 - ☐ Proof of \$2,000,000 liability insurance

16 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

17 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	
----------------	--

Services	QTY	Price	Total
HST			

18 PRODUCT AVAILABILITY

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

19 NOTES:

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