



**SEALED PROPOSALS FOR WINTER SAND WILL BE RECEIVED BY:**

The Corporation of the Municipality of Powassan  
250 Clark Street, PO Box 250  
POWASSAN, ON, P0H 1Z0

**REQUEST FOR PROPOSAL NUMBER: 2022-02**

**WINTER SAND**

**TENDER CLOSING DATE AND TIME:** 10:00 A.M. LOCAL TIME June 2, 2022

**TENDER OPENING TIME:** 10:30 A.M. LOCAL TIME June 2, 2022  
To be awarded at the council meeting of  
June 7, 2022

**QUOTE FOR:** Supply, haul, mix, and stockpile approximately 5600 tonnes of screened Winter Sand in the Municipal sand dome. The Municipality of Powassan reserves the right to accept the bid in cubic meters with a 1.8 tonnes per cubic meter conversion factor. The Municipality will supply the salt.

**This complete tender package must be submitted in a sealed envelope, clearly  
marked "Winter Sand" Tender: 2022-02  
LOWEST OR ANY QUOTE NOT NECESSARILY ACCEPTED**

### **Location Of Work:**

The location of work is to be: Municipal Sand Dome located at 750 Main Street, Municipality of Powassan.

### **Schedule of Contract Documents:**

1. The following information for bidders
2. The following Special Provisions
3. Bid Form
4. Standards OPSS.MUNI 100, and OPSS.MUNI 1004 (These forms are not attached hereto)

### **General Information:**

All inquiries concerning the Proposal, prior to proposal closing shall be directed to:

**Codey Munshaw, Director of Public Works & Engineering**  
**Municipality of Powassan**  
**Box 250, 250 Clark Street, Powassan ON P0H 1Z0**  
**Telephone 724-2813 ext. 202 or 705-491-1749/Fax 724-5533**  
**Email: [cmunshaw@powassan.net](mailto:cmunshaw@powassan.net)**

For the purpose of this document a company conducting work for the Municipality of Powassan, will hereby be referred to as a "Contractor". Additionally, the Director of Public Works & Engineering shall hereby be referred to as the "Director".

The Contractor shall contact the above designated municipal employee for all matters related to the bidding process. The Municipality of Powassan will not be liable for any and all information the contractor receives from any Municipal employees and/or council members, that are not listed as a point of contact in this proposal.

The Contractor will submit their sealed proposals by traditional mail/drop-off at the previously stated Municipal building before tender closure. Contractors must submit this entire completed proposal package.

A Contractor may amend their proposal at any time prior to the set closing date/time by submitting a signed and sealed amendment. No amendments will be accepted post proposal closure. A proposal may be voided by superseding it with a later proposal or letter of withdrawal, prior to the closing date and time.

Any and all proposal's that are received after the quote closing date/time, will be rejected by the Municipality. Any and all unsigned proposals will be deemed unacceptable, and will be rejected by the Municipality.

The Municipality reserves the right to reject any or all proposals. The Municipality shall have the right to cancel the request process and to place a new request for proposals. The proposals shall be evaluated by the Municipality in its sole and unfettered discretion. The Municipality reserves the right, in its absolute discretion to accept a tender which it deems most advantageous to itself and the right to reject any proposal, in each case without giving any notice. Supplementary materials changing the terms of the request shall render the quote non-compliant. Proposals which contain qualifying conditions may, at the sole discretion of the Municipality, be disqualified or rejected. In no event will the Municipality be responsible for the costs of the preparation of the submission of a proposal. No Bidder shall have any claim for any compensation of any kind because of participating in this proposal process and by submitting a proposal each Bidder shall be deemed to have agreed that it has no claim.

Notification of Acceptance of proposal will be by telephone and written form of notice, to the address of the Contractor used on the bid forms. The Date of Acceptance shall be deemed to be the date the Contractor receives the Notification of Acceptance.

The proposal opening will be on June 2, 2022, at 10:30am at 250 Clark Street, Powassan. For those wishing to attend the proposal opening, please see the front reception prior to the opening time.

**Project Details:**

The work shall consist of the supply, delivery mixing (salt to be provided by the Municipality) and stockpiling of approximately 5600 tonnes of screened winter sand as directed by the Municipal Public Works Foreman, together with all materials, labour, equipment, tools and all other things necessary to complete the work in accordance with the provisions of the contract documents. Stockpiling shall be done by conveyor belt, provided by the Contractor.

Stockpile will be in the sand dome located at the Municipality of Powassan Public Works yard, 750 Main Street, Powassan.

**I/We the contractor will start the work requested in this contract no later than \_\_\_\_\_, and shall complete all requested work no later than \_\_\_\_\_.**

Sand extraction must be from a valid licensed industrial pit or quarry. It is the responsibility of the bidder to ensure proper operations and licensing. Name of pit/quarry product is to be taken from \_\_\_\_\_. A copy of Aggregate Resources Act License for source of material must accompany tender.

The quantities listed in the bid form are approximate only and are subject to increase or decrease at no liability to the Municipality beyond the bid unit price.

For the unit price bid, the Contractor shall perform his/her work in such a way to cause the least possible inconvenience to the travelling public and shall provide all necessary warning

signs and flagmen or other protective and/or warning devices as required by Ontario Traffic Manual-Book 7.

Sub-contractors will not be accepted to perform work.

The work shall be completed during daylight hours only.

For the unit price bid, the Contractor shall supply all materials, labour, tools, equipment and all other things necessary to complete the work in accordance with these contract documents and to the satisfaction of the Municipal Public Works Foreman or his representative.

Measurement for payment shall be made in tonnes per truck. Measurement and ticket for each load will be issued to the Municipal Director. The method of weighing shall be by permanent scale, portable flat scale, or loader scale. Proof of calibration of scale must be provided prior to commencement of work.

**Performance Evaluation:**

Failure to execute the contract in a competent and timely manner will result in the disqualification of the bidder from bidding on the Municipality of Powassan's contracts for a period of two (2) years.

**Special Provisions:**

The salt will be supplied by the Municipality and the mixing of the salt with the sand will be done by the Contractor.

Winter sand shall be screened using a 12mm screen, and shall contain 100% materials 12mm in diameter or less.

Where any discrepancy exists between these Special Provisions and the standard OPSS, the Special Provisions shall govern.

**Material Sample:**

To assist the Municipality in selecting the most suitable proposal, the Municipality requests that a 5kg material sample (approximately) be submitted with the proposal. This material sample MUST be a sample of the materials that are proposed to be used in this contract. The material must be in a sealed sample bag, clearly labeled with the contractor's name and the winter sand proposal number. The submitted sample will be used in the evaluation of the material quality portion of the proposal. Sample bags will be provided at the front reception of the Municipal office.

**Testing:**

The Contractor shall provide the Director with a sieve analysis with gradation/percent passing of the winter sand materials with the submitted proposal package, and during the stockpiling of the winter sand. Additional samples/testing may be requested by the Public Works Foreman during delivery at the successful bidder’s expense.

**Proposal Evaluation:**

This proposal will be evaluated based on finance, ability to perform work, timeline, and material quality.

The proposal evaluation score matrix will be as follows:

<b>Category</b>	<b>Points Available</b>
Timeline	5
Ability to Perform Work	5
Material Quality	20
Finance	20
<b>Total Available Points</b>	<b>50</b>

Timeline: The Municipality shall review the proposed timeline and appoint a score base on the contractor’s availability to perform the requested work. Contractors with an earlier completion date will score higher in this category.

Ability to Perform Work: The Municipality will review the contractor’s staff, experience, and equipment; and award an appropriate score.

Material Quality: Based on the sieve analysis and evaluating the material sample provided by the contractor. The Municipality will rank the materials from best to worse. The best material will receive a score of 20, with each subsequently ranked materials losing 2.5 points in this category. Should two contractors provide materials of equal quality, the Municipality will award both contractors the same score in this category.

Finance: The Municipality will score the finance based on the formula below:

$$\left(1 - \frac{(nx - n1)}{n1}\right) \times Point\ Value$$

Where

nx is the dollar value of the proposed total bid

n1 is the dollar value of the lowest proposed total bid

Any negative score will be assigned 0 points

Should two contractors score equally in the proposal evaluation, the Municipality shall select at their own discretion the proposal that is most beneficial to the Municipality.

**Contractors Ability To Perform Work:**

The Contractor is required to complete the following statements and is required to include the said statements using the space provided or similar documentation provided by the Contractor in their Proposal submission.

Statement A: The Contractor must state contracts and/or experience in successfully performing similar projects.

Statement B: The Contractor must list all senior supervisory staff to be used during the completion of the contract, and the relative experience of each listed staff member.

Statement C: Give the location and a description of the construction equipment which the Contractor proposes to use.

Statement A – Contractor’s Experience for Reference:

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Statement B – Senior Supervisors and Experience:

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Statement C – List of Equipment:

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**Liability/Indemnification:**

The Contractor shall indemnify the Municipality, its officers, employees and agents from all claims, demands, actions, or other proceedings initiated by others arising out of or attributable to anything done, or omitted to be done by the Contractor, its officers, employees or agents in connection with the services performed or required to be performed under this Contract.

Product must be taken from a valid licensed pit. It is the responsibility of the bidder to ensure proper operations and licensing. The name of the pit product is to be taken from, must be provided prior to project commencement.

**Liability/Insurance:**

The Contractor shall maintain a policy of motor vehicle liability insurance for both owned and non-owned licensed vehicles having limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property.

The Contractor shall maintain a policy of general liability insurance having limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property.

The general liability policy shall include the Municipality as an additional insured, but only in respect of and for the duration of the services to be performed under this contract and shall contain a cross liability clause endorsement.

The Contractor shall provide proof of valid WSIB coverage.

Prior to the beginning of the Contract the Contractor must provide proof of insurance (certificate of insurance or certified copy of policy) to the Clerk of the Municipality.

POLICY NO.: \_\_\_\_\_ INSURANCE CO.: \_\_\_\_\_  
AMOUNT: \_\_\_\_\_ EXPIRY DATE: \_\_\_\_\_

**Motor Vehicles and Excess Loading:**

The Contractor is responsible for having and maintaining a valid CVOR (Commercial Vehicle Operator’s Registration) certificate throughout the duration of this contract.

Where a vehicle is hauling materials for use on the work under the contract, in whole or in part upon a public highway and where motor vehicle registrations is required for such vehicle, the Contractor shall not cause or permit such vehicles to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether such vehicle is registered in the name of the Contractor or otherwise, except where there are designated areas in the contract where overloading is permitted. The Contractor shall bear the onus of weighing disputed loads.

### **Bidder Deposit:**

Bidders are required to deposit a certified cheque, payable to the Corporation of the Municipality of Powassan for 10% of the total bid price. Unsuccessful bidders' cheques will be returned upon award of the contract and the successful bidders cheque will be returned upon satisfactory condition and the account is paid in full.

### **Breach of Contract and Contract Termination:**

If the Contractor or Municipality shall fail to meet the terms of the contract herein explained, the party conforming to the contract will have the opportunity to terminate the contract due to the other party breaching the contract. When a non-conformance is noticed by a party, the conforming party has a responsibility to notify (either by letter or email) the non-conforming party. The non-conforming party will have 10 business days to meet the terms of the contract, failure to do so will be a breach of contract and will be grounds for immediate dismissal.

Additionally, should the Contractor or Municipality knowingly provide false information during the completion of this contract document, it will be henceforth considered that the complying party was given insufficient information to formally accept the contract; meaning that the contract will be now in void, unless both parties can agree on new terms to this contract.

### **Health & Safety:**

All work performed under this Contract must be carried out in accordance with the Municipality's Health and Safety Policy and any federal and provincial health and safety legislation and regulations. Failure to comply with this condition will be considered a breach of contract.

The Contractor will hold the responsibility of the constructor according to the Occupational Health and Safety Act, during the course of construction.

It will be the responsibility of the Contractor to ensure: that all employees/workers within the construction zones wear all appropriate PPE (Personal Protective Equipment), all regulations and procedures within the Occupational Health and Safety Act are met, that the health and safety of all workers or employees is protected, and that the health, welfare and property of all residents/civilians is preserved.

Any and all unsafe acts committed during the completion of this contract, shall be brought to the attention of the operations manager who shall notify the on-site foreman. If the occurrence/act is not rectified in a timely manner, the Ministry of Labour will be informed.



**Bid Form:**

The Contractor has carefully examined the conditions and specifications attached and referred to in this contract, and has carefully examined the site and work location and understands and accepts the said conditions and specifications, and for the prices set forth in this quote, hereby offers to furnish all labour, equipment and materials, except as otherwise specified in the contract, to complete the work in strict accordance with said conditions and specifications for the sum provided in the table below:

Item	Spec	Description	Unit	Quantity	Unit Bid Price	Total Bid
1	OPSS 1004, S.P.	Supply, haul, mix and stockpile screened winter sand	Tonne	5600	\$	\$
					HST	\$
					<b>Total Bid</b>	\$

**I/We (the Contractor) promise: that I/we are over the age of 18, are of right mind, are not under the influence of alcohol or controlled substances, wish to enter into a legally binding contract with the Municipality of Powassan, and agree to perform the work without undue delay to ensure work is completed as I/We specified no later than: \_\_\_\_\_**

Name of Individual or Firm \_\_\_\_\_

hereinafter referred to as the

"Contractor" (Print)

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Witness or Firm Seal \_\_\_\_\_