

**REQUEST FOR QUOTATION**  
**SUPPLY OF WINTER SAND**  
**FROM OCTOBER 1, 2021 TO APRIL 1, 2022**

**Quote No.**

**2021-012**

**Bid Closing: May 13, 2020**

**Joie de vivre**



[www.westnipissingouest.ca](http://www.westnipissingouest.ca)



West Nipissing Quest

**MUNICIPALITY OF WEST NIPISSING  
REQUEST FOR QUOTE FOR THE SUPPLY OF WINTER SAND  
from October 1, 2021 to April 1, 2022**

**SECTION 1.0  
INSTRUCTION TO BIDDERS**

**INVITATION TO QUOTE**

The Municipality of West Nipissing is seeking bids to supply winter sand from October 1, 2021 to April 1, 2022 at each of 2 public works yards (Sturgeon Falls, Verner).

**Owner:** Municipality of West Nipissing  
101-225, Holditch Street  
Sturgeon Falls, On P2B 1T1  
Phone: 705-753-2250  
Fax: 705-753-3950



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**SECTION 1.0  
INSTRUCTION TO BIDDERS**

**BID SUBMISSION**

- 1.0)** Bid documents must be returned in a sealed envelope clearly marked “Supply of Winter Sand” complete with bidder’s Company name and Bid reference number to the exterior drop box at the Municipality of West Nipissing town hall, 101-225 Holditch Street, Sturgeon Falls, Ontario P2B 1T1, before 9:30 AM (local time) on May 13, 2021 (the “Official Closing Time”).
- 1.1)** The drop box will be opened immediately after the official closing time. Only bids collected from the drop box will be accepted.
- 1.2)** Bids submitted by facsimile or electronically will not be considered.
- 1.3)** All pages contained in the bid documents form an integral part of this bid.
- 1.4)** The lowest or any bid will not necessarily be accepted. The owner may decide, at its sole discretion, that no bid submitted will be accepted and no contract will be awarded pursuant to this bid process. If the owner elects to reject all bids, all bidders will be notified and the owner will not be liable to any bidder in preparing the bid, damages, loss of anticipated profit in connection with the work, or any matter whatsoever.
- 1.5)** Bidders are required to check the Municipality of West Nipissing website for addenda issued before the closing date and time. If the contract administrator determines that an amendment is required to the bid documents, the contract administrator will prepare an addenda and post it to the Municipality of West Nipissing website.
- 1.6)** Partial or incomplete bids will not be considered.
- 1.7)** In case of a corporation that has a corporate seal, the corporate seal shall be affixed to the quote form.
- 1.8)** Bidders are advised that the Municipality functions through its Policy 2006/332 “Validity of Tenders” and its Bylaw 2016/89 “By-Law to Establish Purchasing Policies and Procedures for the Municipality of West Nipissing”, including revisions to those policies passed by Municipal Council.



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**SECTION 1.0  
INSTRUCTION TO BIDDERS**

**QUESTIONS AND CLARIFICATIONS**

- 2.0)** Enquiries, request for explanation, interpretations or clarifications must be submitted by email to [sremillard@westnipissing.ca](mailto:sremillard@westnipissing.ca) Only those inquiries submitted by email will be considered. Emails submitted must include the bid title and reference number.
- 2.1)** Enquiries will be received up to 11:30 a.m. local time on May 6, 2020. Enquiries received after the date and time noted will not receive a response.

**BID OPENING**

- 3.0)** Bids will be opened immediately after Bid Closing time. Only the names of the Bidders and the bid price will be disclosed. Bid opening will be available via live stream on the Municipality's web site.
- 3.1)** Bid received after the official closing time is considered LATE, and will not be accepted and will be returned unopened to the bidder.

**ADJUSTMENT OR WITHDRAWAL OF BIDS**

- 4.0)** Adjustment by telephone, facsimile or letter for a bid already received will not be considered. A bidder desiring to make adjustment to a bid must withdraw the submission and/or supersede it with another offer.
- 4.0)** Bidders may withdraw its bid at any time prior to closing provided the withdrawal:
- i is in the form of a letter and,
  - ii state the name of the bidder and clearly identifies the bid that is being withdrawn and;
  - iii is signed by the bidder's duly authorized signing officer;
- 4.1)** Bids may not be withdrawn after they have been opened and read publicly. Bidders wishing to withdraw a bid after the bids have been opened may face a one year suspension of bidding privileges on all Municipality of West Nipissing procurement.



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**INSURANCE**

- 5.0)** The successful bidder shall, within (7) calendar days after receipt of the owner's notice of award, deliver to the owner two (2) copies of certificates attesting to the fact that the required policies of insurance have been obtained by the bidder
- i General Commercial Liability in the amount of \$2,000,000 (two million)
  - ii Automobile liability insurance in respect of licensed vehicles and shall have limits of not less than \$2,000,000 (two million) per occurrence for bodily injury, death, and damage to property covering all licensed vehicles owned or leased by the contractor.

**PRE-QUALIFICATION OF CONTRACTOR**

- 6.0)** Contractor or all sub-contractors working for the contractor, including non-owned trucks used for hauling, must pre-qualify with the Municipality of West Nipissing and comply with the Municipality's health and safety policies before starting work.



**MUNICIPALITY OF WEST NIPISSING**  
**REQUEST FOR QUOTE FOR THE SUPPLY OF WINTER SAND**  
**From October 1, 2021 to April 1, 2022**

**SECTION 2.0**  
**BID FORM**

**BID FORM:** Request for Quote for the Supply of Winter Sand from October 1, 2021 to April 1, 2022

- 1.1)** I/we recognize the right of the owner to reject any and all bids for any reason without explanation and that the lowest bid may not be necessarily be accepted.
- 1.2)** I/we understand that my/our bid will be subject to rejection unless it is prepared in strict accordance with all the requirements of the bid documents.
- 1.3)** All pricing shall be in Canadian funds, all applicable taxes included with the exception of HST which will be considered as extra to the cost
- 1.4)** I/we hereby acknowledge receipt of the following addenda \_\_\_\_ to \_\_\_\_ forming part of the bid documents **(If none have been received, write the word none)**
- 1.5)** If a discrepancy is found in the bid form between the unit price and the total amount, the unit prices shall be considered as representing the intention of the bid.
- 1.6)** I/we agree to furnish the following information in addition to the signed contract, all within ten (10) days from the date of acceptance.
  - i) Shall deliver to the owner a certificate of insurance as specified in the bid document.
  - ii) Shall deliver to the owner H&S manual, WSIB certificate and MSDS sheets as specified in the bid document

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**SECTION 2.0**  
**BID FORM**

**FORM OF BID**

Having carefully examined all conditions affecting the requested products as well as the Request for Bid Document including all addenda and the instruction to bidders, I/we, undersigned, hereby offer to furnish all necessary labour, materials, supervision, tools, equipment etc., required to complete all work requisite for the proper execution of this contract, expeditiously and in the satisfactory manner and accept in full payment therefore the unit price of:

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**SCHEDULE OF UNIT PRICES:**

If no bid is being submitted, please indicate "No Bid".

Each location will be awarded separately, based on the bid price for that yard.

<b>Location</b>	<b>Estimated Quantity</b>	<b>Price per tonne</b>
Verner Yard	3,000 tonnes	
Sturgeon Falls Yard	1,500 tonnes	



West Nipissing Ouest

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**SECTION 2.0  
BID FORM**

**Signatures:**

Contractor full business name:

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Contractor full business mailing address:

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Phone No: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

*I have the authority to bind this company/corporation*

NAME: \_\_\_\_\_ (Please Print)

TITLE: \_\_\_\_\_ (Please Print)

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2019

CORPORATE SEAL:





**APPENDIX "A"**

**PREVIOUS EXPERIENCE**

**Please indicate three (3) past/current related work experience**

All bidders must demonstrate similar experience by providing references from a government/public sector entity of similar nature. Bidders without or with insufficient government/public sector experience may be disqualified. Past experience with the Municipality will also be considered. Prior poor performance with the Municipality may result in disqualification. Decisions of disqualification by the Municipality will be deemed final and will be given to the bidder in writing.

**Reference#1**

Project Title & brief description of work:

\_\_\_\_\_

\_\_\_\_\_

Project start date: \_\_\_\_\_ Project end date: \_\_\_\_\_

Total value of contract awarded : \$ \_\_\_\_\_

Owner or Contractor who awarded contract: \_\_\_\_\_

Contact person: (Full Name) \_\_\_\_\_ Phone: \_\_\_\_\_

**Reference#2**

Project Title & brief description of work:

\_\_\_\_\_

\_\_\_\_\_

Project start date: \_\_\_\_\_ Project end date: \_\_\_\_\_

Total value of contract awarded: \$ \_\_\_\_\_

Owner or Contractor who awarded contract: \_\_\_\_\_

Contact person: (Full Name) \_\_\_\_\_ Phone: \_\_\_\_\_



West Nipissing Ouest

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**SECTION 2.0**  
**BID FORM**

**APPENDIX "A"**

**PREVIOUS EXPERIENCE**

**Reference#3**

Project Title & brief description of work:

\_\_\_\_\_

Project start date: \_\_\_\_\_ Project end date: \_\_\_\_\_

Total value of contract awarded: \$ \_\_\_\_\_

Owner or Contractor who awarded contract: \_\_\_\_\_

Contact person: (Full Name) \_\_\_\_\_ Phone: \_\_\_\_\_



**HEALTH & SAFETY**

- 1.0) General:** Contractor must comply with the Occupational Health and Safety Act (OHSA and the Municipality of West Nipissing safety policy.
- 1.1) Competent person:** Contractor is responsible for 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 West Nipissing Safety policy.
- 1.2) Equipment & tools:** All equipment and tools used by the contractor shall conform to Canadian Standards Association (CSA) or manufacture specifications. The Municipality Of West Nipissing 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.
- 1.3) PPE:** All workers must wear appropriate CSA approved eye protection, hearing protection, CSA approved hard hats, CSA approved foot protection and CSA approved gloves at all time while working on the job site.
- 1.4) 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.
- 1.5) Supervision:** Contractor shall comply with OHSA regulations.
- 1.6) WSIB:** Contractor shall provide the Municipality with a current WSIB Clearance Certificate within five (5) days of contract award.
- 1.7) COVID-19:** Contractor shall provide the Municipality with a current physical distancing policy and mitigative risk management strategies implemented to avoid exposure to COVID-19
- 1.8) PANDEMIC:** The Municipality reserves the right to cancel and/or postpone this contract at any time as a result of the current and ongoing COVID – 19 Pandemic



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**SECTION 3.0  
GENERAL CONDITIONS**

**WORKMANSHIP**

- 2.0)** Workmanship shall be of the best quality, executed by workers qualified, experienced and thoroughly skilled in the respective duties for which they are employed.
- 2.1)** Decision as to the quality or fitness of workmanship in case of any dispute rests solely with the contact administrator, whose decision is final.
- 2.2)** The Municipality reserves the right to disqualify a contractor due to the Bidder's past performance on previous contracts awarded, failure to complete awarded work, or termination of previous contracts.

**PAYMENT**

- 3.0)** Payment for the materials listed will be based on the actual quantities delivered that are acceptable as per this agreement. No extra payment will be allowed for inconvenience or for any other reason, or due to additional or lesser amounts of material being required as compared to what is shown on the Schedule of Unit Prices
- 3.1)** All truck deliveries for the supply of winter sand must be accompanied by accurate and corresponding load slips in triplicate (indicating metric tons/kilograms for each load, as applicable through the Bid Award). Slips must accompany each load and must be signed by the designated Municipal Representative (sub-foreman or Manager of Public Works, or their designate) when each load is delivered, unless otherwise agreed to in writing. One copy of the signed slip is to be left with the Municipal Representative at the time of the delivery and one copy must accompany each invoice. The contractor may keep the third copy for his or her records. Signed load slips must be attached to all invoices. NO payment will be made for load slips not signed by the Municipal Representative.
- 3.2)** The Municipality shall have the right to verify the quantities of any load before signing the bill, through physical measurement and/or third party scale within the municipality at the contractor's expense.
- 3.3)** Invoices are to be submitted weekly and must indicate the exact location where each type of material was delivered from and to by the contractor, or, from which pit it was picked up by the Municipality.
- 3.4)** Only original copy of invoices will be processed for payment.

**GENERAL**

- 1.0)** Quantities are approximate only and the Municipality reserves the right to increase or reduce quantities without any effect on the unit price bid.
- 1.1)** All winter sand is to be stacked into stockpiles using an appropriate conveyor.
- 1.2)** Salt shall be supplied by the Municipality, but the Contractor shall be responsible for mixing of the salt into the winter sand, as directed by the Manager of Public Works, or designate.

**PRODUCT AND MATERIAL QUALITY**

- 2.0)** Sand is to be screened to conform to Ontario Provincial Standards specifications (OPSS 1004 and/or others as appropriate) or must meet MTO Specifications.
- 2.1)** It is the Contractor's responsibility to ensure that materials meet the required specifications and the Contractor must conduct sampling and testing of his/her material to ensure compliance. The Municipality may occasionally take samples from delivered materials for verification purposes during processing or from contractor stockpiles. Results of sampling and testing shall be shared with the Municipality upon request and the Contractor shall bear all costs of such sampling and testing
- 2.2)** Where materials do not meet the specifications, the Contractor will be given seven (7) days to bring them into conformance. Failure to do so may result in termination of this contract and forfeit of the tender deposit
- 2.3)** If unsuitable material is supplied to any site, the supplier must remove it and haul it away at no expense to the Municipality.
- 2.4)** Care shall be taken to assure that stockpiles of various types of materials are not intermixed unless specified by the Manager of Public Works.
- 2.5)** The rejection of any quantity of material supplied by the contractor, his or her failure to provide stockpiles as required or to provide satisfactory delivery of materials within the specified time shall constitute a breach of contract. Upon such violation, the contract for the type of material involved may, all the option of the Municipality, be declared terminated. After formal notification of breach of contract, tender will be awarded to the next suitable tendered who

has approved products in place. Breach of contract may result in the contractor being barred from bidding on Municipality of West Nipissing procurement for a period of one year.

- 2.6)** Ministry license must be provided to the Municipality for each pit used.

**HAULING SCHEDULE**

- 3.0)** Contractor is responsible to deliver the sand to the Public Works Yard(s) for which they have been awarded the contract.
- 3.1)** Hauling will be conducted Monday to Thursday, from 7:30 a.m. to 4:00 p.m., and Friday from 7:30 a.m. to 11:30 a.m., unless otherwise agreed to, in writing, by the Municipality.
- 3.2)** Material is to be delivered only when the Municipality has given notice to the contractor for it to be supplied and it must be supplied at the location and in the amounts specified by the Municipality. Any material delivered without being ordered will not be accepted. Initial stock, as requested by the Municipality, must be delivered prior to November 1, 2021.
- 3.3)** Where additional stock/individual loads are required through the remainder of the season, the contractor shall deliver the quantities ordered within a period of one week after receiving the order to supply such material.