

# Request for Proposal For

# **Municipal Facility Condition Assessment**

Request for Proposal No.: 22-2025

Issued: Tuesday August 26, 2025

Deadline to Submit Questions: Friday September 6, 2025

Submission Deadline: Tuesday September 30, 2025 at 2:00pm CST

**Issued by:** The Corporation of the Municipality of Red Lake 2 Fifth St, Balmertown, ON

Request for Proposal Contact: Heather Weese Email: procurement@redlake.ca

#### 1 INVITATION AND SUBMISSION INSTRUCTIONS

#### 1.1 Introduction

The Municipality of Red Lake is a vibrant and resource-rich community located in Northwestern Ontario, approximately 535 kilometres (332 mi) northwest of Thunder Bay and 455 kilometres northeast of Winnipeg, MB. Known as the 'Gateway to the Woodland Caribou Provincial Park', Red Lake is a remote but thriving municipality that serves as the commercial and service hub for the region.

Red Lake is home to 4,095 people (Canada 2021 Census), a diverse population and a strong economic base, primarily driven by the mining, forestry and tourism industries. The municipality includes the communities of Balmertown, Cochenour, Madsen, McKenzie Island, Red Lake, and Starratt-Olsen. Its strategic location in the Canadian Shield provides unique opportunities and challenges in infrastructure development, transportation, and service delivery.

#### 1.2 Invitation to Proponents

This Request for Proposal (the "RFP") is an invitation by the Corporation of the Municipality of Red Lake (the "Municipality") to prospective proponents to submit proposals for [\*\*Insert Title of RFP\*\*], as further described in Part 4 of the RFP.

This RFP is issued in accordance with the Municipality's Procurement By-law and is subject to applicable trade agreements, including the Canadian Free Trade Agreement (CFTA) and the Canada-European Union Comprehensive Economic and Trade Agreement (CETA).

#### 1.3 RFP Contact

For the purposes of this procurement process, the "RFP Contact" will be:

Heather Weese, Procurement & Resource Planning Specialist procurement@redlake.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Municipality, other than the RFP contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification or the proponent and the rejection of the proponent's proposal.

#### 1.4 Proponent Eligibility

Proponents must be legal entities authorized to conduct business in Ontario. If the Proponent is a corporation, it must be in good standing under the *Business Corporations Act (Ontario)* or registered under the *Business Names Act (Ontario)*.

If a Proponent does not carry on business in Ontario, it must be properly registered or licensed to operate in its home jurisdiction. Proof of registration will be required prior to contract award.

#### 1.5 Questions and Addenda

Any questions regarding this RFP must be submitted in writing to the RFP Contact by the Deadline for Questions as stated in the RFP Timetable (Section 1.7).

The Municipality will issue written responses and any necessary addenda to registered proponents. It is the responsibility of the proponent to review and acknowledge any issued addenda before submitting a proposal.

### 1.6 Type of Contract for Deliverables

The selected proponent will be requested to finalize an agreement with the Municipality for the provision of the Deliverables. The Municipality intends to negotiate in good faith with the selected proponent to finalize terms. Any such negotiations will be based on the scope, requirements, and conditions set out in this RFP. The Municipality's intention is to enter into an agreement with one (1) legal entity.

#### 1.7 RFP Timetable

Issue Date of RFQ:	Tuesday August 26, 2025
Site Visit / Pre-Bid Meeting:	N/A
Deadline for Questions:	Friday September 5, 2025
Deadline for Issuing Addenda:	Friday September 12, 2025
Submission Deadline:	Tuesday September 30, 2025
Anticipated Execution of Agreement:	October 2025

The RFP timetable is tentative only and may be changed by the Municipality at any time.

### 1.8 Site Meeting (if deemed applicable by the Municipality)

N/A - no site meeting required

#### 1.9 Submission of Proposals

All proposals must be submitted in the following method:

- **Electronically**: Via the Municipality's official procurement portal at <a href="https://www.redlake.ca/document-submission-portal/">www.redlake.ca/document-submission-portal/</a>
  - Electronic submissions must be received prior to 2:00pm local time (Central Standard Time) on the closing date.
  - Proposals shall be submitted in PDF format where feasible to ensure compatibility and document integrity.

It is the responsibility of the Proponent to confirm that the Municipality has received the Proposal.

Late Proposals will not be accepted or considered under any circumstances. Any late hard copy submissions will be date and time stamped and returned to the Proponent unopened. The Municipal office clock determines the official closing time of the Proposal Call.

The RFP Contact may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in Section 1.7.

#### 1.10 Proposal Submission Requirements

All submitted Proposals must include the items on the proposal submission checklist as described in Appendix G.

If a Proposal is submitted jointly by two or more legal entities, the word "Proponent" shall mean each and all such legal entities, and the undertakings, covenants, and obligations of such joint Proponents in the Proposal and any contract awarded thereunder shall be both joint and several.

#### 1.11 Amendment of Proposals

Updated proposals may only be submitted prior to the submission deadline as specified in Section 1.7, RFP Timetable. Proposals submitted after this deadline will not be accepted.

If a proponent wishes to amend a previously submitted proposal, they must submit a complete, updated proposal via the designated submission portal on the Municipality website. The latest submission will be considered the official proposal, and all prior versions will be disregarded.

# 1.12 Withdrawal of Proposals

At any time throughout the RFP process, until the submission deadline, a respondent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent.

While there are no penalties for withdrawing after the submission deadline, failing to honour a proposal may be seen as not acting in good faith. Proponents who fail to act in good faith may be excluded from future procurement opportunities.

# 1.13 Opening of Proposals

An informational public opening of Proposals will take place at 2:00 pm on the submission deadline. The names of proponents will be read aloud, but no pricing or evaluation details will be disclosed.

[End of Part 1]

### 2 EVALUATION, ACCEPTANCE AND EXECUTION.

# 2.1 Stages of Evaluation

The Municipality will conduct the evaluation of proposals and negotiations in the following stages:

### 2.2 Stage I - Mandatory Submission Requirements

Proposals that meet all mandatory submission requirements will be reviewed to determine whether the proposed pricing is financially viable.

### 2.3 Stage II - Weighted Criteria

Proposals that pass Stage II will be evaluated based on the weighted criteria set out in Part 4 (RFP Particulars).

#### 2.1.1 Scoring Methodology

Proposals will be scored on a scale of 0 to 10 for each criterion, according to the following definitions:

Score Range	Meaning/Guidance	Rating
0-3	Response shows major weaknesses or omissions. Lacks understanding of requirement or provides vague or insufficient detail. May raise concerns about the proponent's capability or suitability.	Below Expectations
4-7	Response is generally complete and addresses the requirement with adequate detail and understanding. May lack clear strengths or added value but meets minimum expectations.	Meets Expectations
8-10	Response is well-developed, demonstrates strong understanding, and provides clear advantages such as added value, innovation, or efficiencies. Inspires confidence in delivery.	Exceeds Expectations

Evaluator scores will be averaged and multiplied by the criterion's weight to determine weighted score.

### 2.4 Instructions on How to Provide Pricing

- **2.4.1** The Proposal shall include a fixed fee for all services, which shall mean a fee based on the defined scope of services regardless of the time, effort or resources expended by the Proponent and any subcontractor(s).
- **2.4.2** Adjustments to fees will only be considered based on increases to the scope of services if requested by the Municipality.
- 2.4.3 All pricing must be provided in Canadian funds and shall include all applicable duties, tariffs, and taxes, except for HST, which should be itemized separately. Prices must be all-inclusive, covering labour, materials, travel, transportation, insurance, delivery, installation, pre-delivery inspection, and any other overhead costs (defined as any items included in day-to-day operations including, but not limited to, computer costs, communication costs, digital photography, administrative fees and items incidental to the services).

- 2.4.4 The Municipality requires that all pricing follow the Incoterm specified in the RFP Particulars (Part 4). If no Incoterm is stated, the default shall be DDP Red Lake, ON (Delivered Duty Paid). Any deviations from this must be clearly identified in the submission and may affect evaluation.
- 2.4.5 The Municipality reserves the right to reject any Proposal that contains materially unbalanced pricing. A Proposal is considered materially unbalanced if, in the sole opinion of the Municipality, the prices submitted do not reasonably reflect the cost of the work or items being priced, including but not limited to disproportionately high or low prices for certain items, frontend or back-end loading of costs, or pricing that poses undue financial risk or may impair successful contract performance.

# 2.5 Ranking of Proponents

After the completion of all stages, scores will be added together and multiplied by the designated weight for each category. Proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct negotiations to finalize the agreement with the Municipality.

# 2.6 Contract Negotiation

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the Municipality or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. Negotiations may include clarification or refinement of terms to better align with the Municipality's requirements, provided such changes do not materially alter the scope of intent of the RFP.

# 2.7 Time Period for Negotiations

The Municipality intends to finalize an agreement with the top-ranked proponent within the Contract Negotiation Period, beginning from the date of the invitation to negotiate is issued.

Proponents should be prepared to:

- Satisfy the pre-conditions of award outlined in Part 4 (RFP Particulars)
- Provide all requested supporting documentation or clarifications promptly;
- Participate in negotiations in good faith and without delay.

Following successful negotiation, the selected proponent will receive a written notice of intent to award and must confirm its acceptance within ten (10) business days. If the proponent fails to respond within this timeframe, the Municipality may proceed with another proponent or cancel the RFP process entirely.

#### 2.8 Failure to Enter into Agreement

If the pre-conditions of award listed in Part 4 (RFP Particulars) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the Municipality may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the Municipality elects to cancel the RFP process.

### 2.9 Reserved Rights of the Municipality

The Municipality reserves the right to reject any or all proposals, cancel the Proposal at any time, and proceed with a different course of action without liability. In exercising this discretion, the Municipality will act in good faith and in accordance with its procurement policies and applicable laws.

Without limiting the generality of the foregoing, the Municipality specifically reserves the right to:

- Reject any Proposal that, in the opinion of the Municipality, is materially unbalanced and may pose an undue financial risk or reflect a misunderstanding of the work;
- Reject any Proposal that exceeds the Municipality's available budget to the extent that the Deliverables cannot reasonably be funded or approved; or
- Request clarification or additional information to assist in the evaluation of any Proposal.

[End of Part 2]

#### 3 GENERAL RFP TERMS AND CONDITIONS

#### GENERAL INFORMATION AND INSTRUCTIONS

#### 3.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

# 3.2 Proposals in English

All submitted proposals are to be in English only.

## 3.3 No Incorporation by Reference

The entire content of the submitted proposal shall be in a fixed form, and the content of websites or other external documents referred to in the proposal but not attached will not be considered to form part of its submission.

### 3.4 Information in RFP only an Estimate

The Municipality and its advisors make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or through any addenda. Any quantities, specifications, or other data in the RFP or addenda that are estimates will be clearly marked as such. These estimates are provided solely to give proponents a general understanding of the scope and scale of the Deliverables.

# 3.5 Proponents to Bear Their Own Costs

Proponents are solely responsible for all costs incurred in the preparation, submission, and presentation of their Proposal, including any subsequent negotiations, interviews, or demonstrations with the Municipality. If the Municipality elects to reject all submitted proposals, it shall bear no liability for any costs, damages, or anticipated profits lost by any Proponent, nor for any other expenses related to this RFP process.

#### 3.6 Indemnification

The proponent shall be responsible for all damages, losses, or expenses caused by its actions or those of its employees, agents, volunteers, and subcontractors arising from work related to the project. This includes but is not limited to, damages or losses resulting from:

- The existence, location, or condition of the project worksite
- · Any material, equipment, plant or machinery used for the project; or
- The proponent's failure (or that of its representatives) to fulfill any obligations under the Proposal

The successful Proponent agrees to indemnify and hold the Municipality harmless from any such damages, losses, expenses, or third-party claims, including all legal costs incurred by the Municipality in relation to such claims.

#### 3.7 Proposal to be Retained by the Municipality

The Municipality will not return the proposal or any accompanying documentation submitted by a proponent.

#### 3.8 No Guarantee of Volume of Work or Exclusivity of Contract

Unless expressly stated in the RFP, the Municipality makes no guarantee of the value or volume of work to be assigned to the successful proponent. The awarded contract is not exclusive, and the Municipality may procure similar goods and services from other sources or obtain them internally.

#### COMMUNICATIONS AFTER ISSUANCE OF RFP

# 3.9 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing, by email, to the RFP Contact on or before the Deadline for Questions.

It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Municipality is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

#### 3.10 Authorized Communications Only

No verbal statement or communication shall alter, amend, or modify any provision of this Request for Proposal (RFP). Any modifications or clarifications shall be issued in writing by the RFP Contact.

No such communications are to be directed to anyone other than the RFP Contact. Failure to restrict communications to the RFP Contact may result in the rejection of the Proponent's submission.

The Municipality is under no obligation to provide additional information, and the Municipality is not responsible for any information provided by or obtained from any source other than the RFP Contact in writing.

#### 3.11 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the Municipality, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Municipality.

#### 3.12 Post-Deadline Addenda and Extension of Submission Deadline

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

### 3.13 Verify, Clarify, and Supplement

When evaluating proposals, the Municipality may request further information from the proponent or third parties to verify, clarify, or supplement the information provided in the proponent's submission, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Part 4 of the RFP (RFP Particulars). The Municipality may revisit, re-evaluate and rescore the proponent's response or ranking on the basis of any such information.

#### NOTIFICATION AND DEBRIEFING

# 3.14 Notification to Other Proponents

Once an Agreement is executed by the Municipality and a proponent, all other proponents will be notified of the outcome of the procurement process through public posting on the Municipality's website. The Municipality will also make reasonable efforts to notify unsuccessful proponents directly via email, ensuring they are informed of the decision promptly.

#### 3.15 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification.

During the debriefing, feedback will be provided on the evaluation process and ranking. The Municipality will not disclose competitor pricing or proprietary information. Proponents will be informed of their score and how their proposal compared to others, as applicable, within the evaluation framework.

#### CONFLICT OF INTEREST AND PROHIBITED CONDUCT

#### 3.16 Conflict of Interest

A conflict of interest occurs when a proponent has an unfair advantage or engages in conduct that may compromise the integrity of the RFP process. This includes accessing confidential Municipal information not available to other proponents, attempting to influence the process through lobbying, or having financial or personal relationships that impair impartial judgment.

#### 3.17 Disclosure Requirements

Proponents must disclose any actual or perceived conflict of interest, such as personal or financial ties to a Municipal employee or official or any situation that may create the appearance of a conflict. If a conflict is identified after submission, the proponent must immediately notify the Municipality. Failure to disclose may result in disqualification or contract termination.

#### 3.18 Disqualification for Conflict of Interest

The Municipality may disqualify a proponent for any conduct, situation or circumstances, determined by the Municipality, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

# 3.19 Professional Operations

The successful Proponent assures the Municipality that the project will be managed professionally, prudently, and without negligence. The Proponent is responsible for ensuring that all staff, including contract workers and volunteers, are adequately trained and deliver high-quality customer service to project patrons.

# 3.20 Disqualification for Prohibited Conduct

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

#### 3.21 Proponent Not to Communicate with Media

Proponents must not, at any time, directly or indirectly, communicate with the media or any member of the public in relation to this RFP or any Agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

#### 3.22 Prohibited Lobbying and Influence

Proponents must not attempt to influence the outcome of this procurement process through direct or indirect communication with any current or former municipal staff, elected officials, or agents of the Municipality, other than the RFP contact. Any such attempt may result in disqualification of the proponent, at the Municipality's sole discretion.

# 3.23 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bidrigging, price-fixing, bribery, fraud, coercion or collusion. Proponents 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 Municipality; deceitfulness; submitting proposals 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 RFP.

#### 3.24 Past Performance or Past Conduct

The Municipality may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- a) Illegal or unethical conduct as described above,
- b) The refusal of the supplier to honour its submitted pricing or other commitments; or,
- c) Any conduct, situation, or circumstance determined by the Municipality, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

#### CONFIDENTIAL INFORMATION

#### 3.25 Confidential Information of the Municipality

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

- a) Is the sole property of the Municipality and must be treated as confidential;
- b) Is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables
- c) Must not be disclosed without prior written authorization for the Municipality; and,
- d) Must be returned by the proponent to the Municipality immediately upon the request of the Municipality.

### 3.26 Confidential Information of Proponent

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 Municipality. The confidentiality of such information will be maintained by the Municipality, 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 advisors retained by the Municipality to assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

#### INTELLECTUAL PROPERTY RIGHTS

#### 3.27 Ownership of Deliverables

All final deliverables developed or provided under this RFP, including but not limited to reports, plans, drawings, specifications, data sets, GIS layers, spreadsheets, and any other outputs, shall become the sole and exclusive property of the Municipality upon payment. The Municipality shall have the right to use, reproduce, modify, and share the Final Deliverables for its internal operations, planning processes, public consultation, and future procurements.

# 3.28 Format and Delivery Requirements

The successful proponent shall provide all final deliverables in both:

- Non-editable formats suitable for publication (e.g. PDF) and
- Editable native formats (e.g. Word, Excel, shapefiles, DWG, etc.) where applicable, to enable internal updates or future use.

The Municipality reserves the right to withhold final payment if the required formats are not delivered as specified.

#### 3.29 Use of Consultant's Pre-existing Materials

Where the final deliverables incorporate tools, templates, methodologies, or software that were developed independently by the Consultant, the Consultant shall retain ownership of such materials. However, the Consultant shall grant the Municipality a perpetual, royalty-free, non-exclusive license to use and reproduce any Consultant Materials that are embedded in or necessary to use the final deliverables, for Municipal purposes.

#### 3.30 Moral Rights Waiver

The Consultant shall obtain a waiver of moral rights from its personnel and subcontractors in favour of the Municipality with respect to the final deliverables, to the extent permitted by law.

#### PROCUREMENT PROCESS

#### 3.31 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 Municipality's Procurement By-law, applicable

trade agreements, and public sector procurement law in Ontario. For greater certainty and without limitation:

- This RFP will not give rise to any obligations under Contract A or any other process or collateral contract; and
- b) Neither the proponent nor the Municipality have the right to make any claims (in contract, tort, equity, or otherwise) against the other with respect to the award of a contract, failure to award a contract or cancellation of this RFP.

#### 3.32 No Contract Until Execution of Written Agreement

No legal relationship or obligation regarding the procurement of the Deliverables will be created between the proponent and the Municipality by this RFP process until the successful negotiation and execution of a written agreement. Participation in this RFP does not create any obligation for the Municipality to award a contract or enter into negotiations with any proponent.

#### 3.33 Non-binding Price Estimates

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

#### 3.34 Budget Disclosure

The Municipality will not disclose the project budget or internal cost estimates to proponents, except where such information has been made publicly available through Council-approved budgets or other published materials on the Municipality's website. Proponents should base their pricing on the scope and requirements set out in this RFP and their own professional judgment.

#### 3.35 Rejection of Unreasonably High Pricing

The Municipality reserves the right to reject any proposal where, in the Municipality's sole and absolute discretion, the total proposed pricing:

- · Significantly exceeds the Municipality's internal cost estimates or available funding
- Is not competitive with prevailing market rates for similar deliverables; or
- Represents poor value for money when assessed in conjunction with the evaluation criteria.

#### 3.36 Cancellation

The Municipality reserves the right to amend, suspend, or cancel this RFP at any time, without obligation or liability.

#### SUBCONTRACTING & THIRD PARTY SUPPLIERS

#### 3.37 Disclosure of Subcontractors and Suppliers

The Proponent must disclose the names of all subcontractors involved in contract fulfillment before contract commencement, including a description of the goods or services they will provide.

### 3.38 Proponent's Responsibility for Subcontractors

The Proponent remains fully responsible for ensuring that all goods and services—whether supplied directly or through subcontractors—meet contract specifications, regulatory standards, and all applicable Municipal, Provincial, and Federal laws.

Non-compliance by a subcontractor will be treated as non-compliance by the Proponent. Lack of oversight or knowledge of subcontractor actions will not be accepted as a defense for failing to meet contractual obligations.

#### 3.39 Changes to Subcontractors

Any changes to subcontractors or suppliers after contract commencement must be reported to the Municipality before engagement. The Municipality reserves the right to reject any subcontractor or supplier deemed unsuitable, unqualified, or non-compliant.

#### 3.40 Municipality's Right to Request Additional Information

Upon request, the Municipality may require additional details, including qualifications, experience, and compliance history, before approving subcontractors or suppliers.

#### GOVERNING LAW AND INTERPRETATION

### 3.41 Interpretation of Terms and Conditions

The Terms and Conditions of this RFP are intended to be interpreted independently, with no particular provision intended to limit the scope of any provision. They do not restrict the pre-existing rights of parties to engage in pre-contractual discussions under common law governing commercial negotiations.

#### 3.42 Governing Law

The Agreement resulting from this RFP will be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

#### 3.43 Compliance with Laws and Regulations

The successful proponent must ensure that all operations, services, and products provided under this contract comply with all applicable laws and regulations, including but not limited to:

- Workplace Safety and Insurance Act, 1997
- Occupational Health and Safety Act
- Accessibility for Ontarians with Disabilities Act, 2005

#### 3.44 Permits and Authorizations

The proponent is responsible for obtaining any necessary authorizations, permits, or licenses required for the work and certifies ongoing compliance with all applicable municipal, provincial, and federal laws, including relevant bylaws or policies.

# 3.45 Municipality's Right to Verify Compliance

To verify compliance, the Municipality reserves the right to review the proponent's records, including personnel training documentation, where reasonably necessary.

[End of Part 3]

#### 4 RFP PARTICULARS

# 4.1 Background and Intent

The Municipality of Red Lake owns and operates a diverse portfolio of facilities that support essential community, administrative, and emergency services. To maintain these assets in a safe, sustainable, and cost-effective manner, the Municipality is updating its Asset Management Plan to include detailed facility condition information.

The purpose of this RFP is to engage a qualified consultant or firm to complete Facility Condition Assessments (FCA) on identified municipal buildings and facilities. The assessments will provide objective data, prioritized recommendations, and long-term capital planning forecasts to guide investment decisions over the next twenty years.

#### 4.2 Scope of Work

The successful proponent will be responsible for:

- Conducting on-site inspections of each listed facility during municipal operating hours (8:30am 4:30pm, Monday to Friday).
- Documenting the current condition of structural, mechanical, electrical, plumbing, building envelope, and site-related systems.
- Reviewing available building plans, maintenance history, and previous assessments (where applicable).
- Identifying deficiencies, risks, and lifecycle requirements using *Business Owner and Manager Association* standards and *Public Works and Government Services Canada Protocols for Building Condition Assessments*.
- Evaluating facility compliance with the *Accessibility for Ontarians with Disabilities Act* (AODA) and making recommendations for phased improvements.
- Assessing energy management and environmental performance, with cost-benefit analyses of retrofit options.
- Reviewing parking, pedestrian access, and site circulation to support future planning.
- Preparing detailed, prioritized budgets and lifecycle forecasts for repairs, replacements, and potential facility replacement options.

#### 4.3 Deliverables

The successful proponent shall provide:

### Facility Reports (one per building):

- Introduction and executive summary with a facility overview.
- Description of facility systems (structural, mechanical, electrical, plumbing, building envelope, site access).
- Detailed repair and replacement recommendations over a twenty-year horizon.
- Accessibility commentary including compliance with AODA standards and phased improvement plans over twenty years.
- Energy and environmental recommendations, including building energy management improvements and retrofit opportunities.

- For retrofit opportunities, business cases showing cost vs long-term savings for proposed energy efficiency measures.
- Parking and pedestrian access review with recommendations for future planning.
- Lifecycle replacement recommendations for systems and components as they reach the end of their useful life.
- Budget estimates for repair and replacement tasks, prioritized with life/health/safety and structural concerns first, followed by facility durability.
- System repair and replacement budgets derived from lifecycle analysis of comparable municipal facilities.
- Facility replacement budgets, including:
  - Replacement of each facility with a replica of the existing building, and
  - o Replacement of each facility with a modular, portable, low-maintenance structure.

Budgets shall be developed using the following resources:

- Published construction industry data,
- Historical municipal project/tender data,
- Adjustments for site-specific conditions

In addition, the proponent shall provide:

- Consolidated 20-year capital forecast summarizing all facilities.
- Prioritization matrix ranking tasks by urgency and impact.
- Final summary report outlining overall trends, risks, and recommendations.
- Reports delivered in both electronic PDF and editable Word/Excel formats.

### 4.3.1 Report Timeline

The Municipality anticipates that all draft facility reports and the consolidated final report will be submitted by January 2026, with exact reporting schedule to be confirmed with the successful Proponent after award. Proponents are encouraged to include a propo

# 4.4 List of Buildings / Facilities

The following facilities are included in the scope of this project. Where available, the Municipality will provide building plans.

BUILDING NAME	ADDRESS	COMMUNITY
Cochenour Hall	1 William St	Cochenour
Maintenance Garage	10 Hammell Rd	Red Lake
Municipal Office	2 Fifth St	Balmertown
Balmertown Library	12 Fifth St	Balmertown

	T	1
Red Lake Cemetery Garage	22 Forestry Rd	Red Lake
Red Lake Firehall	2 Nugget St	Red Lake
Cohenour Firehall	18 Lakeview Ave	Cochenour
McKenzie Island Firehall	2 Lakeshore Dr	McKenzie Island
Boat House	Miss Mckenzie II Ferry Boat House	Cochenour
Rahill Park Rest Rooms	Highway 125, Rahill Park	Balmertown
Salt Shed	2508 Hwy 125, Airport	Cochenour
Sand Shed	2508 Hwy 125, Airport	Cochenour
Electrical Building	2508 Hwy 125, Airport	Cochenour
Transfer Station HHW	1000 Hwy 125, Waste Transfer Site	Balmertown
Transfer Station Recycling	1000 Hwy 125, Waste Transfer Site	Balmertown
Transfer Station Scale House	1000 Hwy 125, Waste Transfer Site	Balmertown
Red Lake Community Centre	10 Hammell Rd	Red Lake
Maintenance Garage - Airport	2508 Hwy 125, Airport	Cochenour
Airport Terminal	2508 Hwy 125, Airport	Cochenour
Cold Storage	2508 Hwy 125, Airport	Cochenour
Red Lake Library	117 Howey St	Red Lake
Red Lake Pharmacy	51K & 51G Highway 105	Red Lake
Dog Pound	2 Eric Radford Way	Balmertown
Red Lake Regional Heritage Centre	51A Highway 105	Red Lake
Red Lake Medical Clinic	51K & 51G Highway 105	Red Lake
Kinsman Park Restrooms	130 Forestry Rd, Beaches	Red Lake

Market Pavillion	10 Hammell Rd	Red Lake
Pavillion Change Rooms	10 Hammell Rd	Red Lake
Public Works Garage	3 Nugget St	Red Lake

### 4.5 Material Disclosures

- Inspections must be scheduled around municipal operational hours (eg. 8:00AM-5:00PM, Monday to Friday)
- Work must comply with all OHSA regulations and Municipal safety protocols.

# 4.6 Mandatory Submission Requirements

Proponents must include the following information in their proposal submission:

# 4.7 Mandatory Submission Forms

Proponents must include all of the following items with their proposal. Failure to include any of these items may result in disqualification.

Item	Location	Details
Submission Form	Appendix B	Must be completed and signed.
Statement of Understanding and Declaration Form	Appendix C	Signed confirmation of RFP review and compliance.
Acknowledgement of Addenda Form	Appendix D	Submit even if no addenda issued.
Conflict of Interest Form	Appendix E	Required only if applicable.
Subcontractor Disclosure Form	Appendix F	Required only if applicable.
Organization Experience & Methodology	Section 4.7.1	See applicable section for details
Team Qualifications	Section 4.7.2	See applicable section for details
Work Schedule and Mobilization Plan	Section 4.7.3	See applicable section for details
Capacity and Resources	Section 4.7.4	See applicable section for details
Pricing	Section 4.8	See Part II for detailed requirements.

# 4.7.1 Organization Experience and Methodology

# 4.7.1.1 Organization Experience

Proponents must demonstrate their relevant experience by providing:

- A brief overview of their organization and years in operation
- A description of at least 3 projects of similar size and scope completed within the last ten (10) years, including the role of the Proponent, the methodology, and scale and scope of recommendations.

# 4.7.1.2 Methodology

Proposal shall include a detailed description of the Proponent's project methodology and collaborative process. At minimum, this must address:

- Understanding of the scope of work and deliverables
- Identification of key issues and how milestones and activities will be achieved.
- Description of technologies, equipment, and resources to be utilized,
- Approach to data management and reconciliation.
- Verification process for accuracy and completeness of deliverables.
- Risk analysis, including anticipated challenges (e.g. missing or incomplete drawings) and mitigation strategies included in the Proponent's fee.
- Data, involvement, and support required from the Municipality and its Project Manager for successful completion.

#### 4.7.2 Project Team Experience and Qualifications

- Description of the project team composition, including relevant disciplines (e.g. architectural, mechanical, structural, electrical, accessibility, energy management)
- Indication of the Project Lead, and the qualified personnel who will be participating
  in the project, who should preferably have a minimum of ten (10) years of
  experience in facility condition assessment or related work.

#### 4.7.3 Work Schedule and Mobilization Plan

Proponents shall provide a work schedule and mobilization plan that outlines:

- The anticipated start date, key milestones, and completion timelines
- A high-level mobilization plan describing how and when the Proponent will deploy staff and resources to complete facility inspections, data analysis, and reporting.
- Identification of any factors that could impact scheduling (e.g. weather, availability
  of facility access) and proposed strategies to mitigate delays.

The work schedule should demonstrate the Proponent's ability to complete the Deliverables in a timely and coordinated manner, with minimal disruption to municipal operations.

The Municipality anticipates that the consolidated final report will be submitted by January 2026 however, an alternative timeline will be considered, provided it is clearly outlined in the Work Schedule and demonstrates feasibility and value to the Municipality.

# 4.7.4 Capacity and Resources

Proponents must demonstrate they have sufficient capacity to complete the project by providing:

- Confirmation of the availability of proposed staff to carry out inspections and reporting within the required timeframes.
- Confirmation of ability to commence work promptly upon award.

#### 4.8 Pricing

Pricing shall be submitted in a time-task matrix in accordance with Part 2.

#### 4.9 Pre-Conditions of Award

The following are pre-conditions that must be met by the selected proponent before the contract can be awarded:

#### 4.9.1 Proof of Insurance (if applicable)

Commercial General Liability Insurance: The successful Proponent shall carry Commercial General Liability Insurance in the amount of \$2,000,000 per occurrence and \$2,000,000 in the aggregate providing coverage for Bodily Injury, Property Damage, Products and Completed Operations Liability, Contractual Liability, and Severability of Interests. The successful Proponent shall include The Corporation of the Municipality of Red Lake as an "additional insured" and provide a waiver of subrogation in their favour.

**Automobile Insurance:** If used in the performance of the successful Proponent's Services, Automobile Liability Insurance, including bodily injury and property damage, in the amount of \$X including any owned, leased, hired and non-owned automobiles.

**Professional Liability Insurance**: The successful Proponent shall carry Professional Liability Insurance in the amount of \$1,000,000 per claim and \$2,000,000 in the aggregate. Insurance must be carried for a minimum of three (3) years after Project completion, and, if applicable, shall have no exclusion for pollution, mold or asbestos coverage.

Notwithstanding the above requirement for Professional Liability Insurance, all other required insurance coverage must be maintained throughout the term of the contract and endorsed to provide the Municipality with at least thirty (30) days' advance written notice of cancellation or material change.

#### 4.9.2 WSIB Clearance Certificate (if applicable)

A valid WSIB clearance certificate must be provided to confirm compliance with Workplace Safety and Insurance Board (WSIB) requirements. This certificate must be provided prior to the award of the contract and maintained throughout the contract term.

# 4.9.3 Subcontractor Approval (if applicable)

A list of all proposed subcontractors must be provided, and approval must be obtained from the Municipality before the contract is finalized. The Municipality reserves the right to reject any subcontractors deemed unsuitable.

# 4.10 Weighted Criteria

The following sets out the categories, weights and descriptions of the rated criteria of the RFP.

Criteria Category	Description	Weight
Organization Experience & Methodology	Evaluation of the Proponent's demonstrated experience with projects of similar size, scope, and	30%

	complexity. Assessment of proposed methodology of scope, identification of key issues, technologies/resources, risk mitigation, and approach to data management and accuracy.	
Project Team Qualifications	Qualifications and relevant experience of the Project Lead and supporting team members in discipline such as architectural, structural, mechanical, electrical, accessibility, and energy management. Consideration given to depth and expertise and years of relevant experience.	20%
Work Schedule & Mobilization Plan	Evaluation of the proposed schedule, mobilization plan, and ability to complete deliverables within the Municipality's timeframes. Consideration given to mitigation strategies for delays and approach to minimizing disruption to municipal operations.	15%
Capacity & Resources	Assessment of the Proponent's ability to allocate sufficient staff and resources to complete inspections and reporting promptly. Consideration given to confirmation of staff availability and ability to commence work upon award.	10%
Pricing & Value	Evaluation of the proposed fees in relation to scope, methodology, and level of effort. Consideration of transparency, cost-effectiveness, and value-for-money relative to deliverables and long-term municipal needs.	25%
	Total	100%

[End of Part 4]

# APPENDIX A – REGISTRATION PAGE PRE-SUBMISSION ONLY – DO NOT INCLUDE WITH PROPOSAL



To ensure notification and receipt of any addendums issued for this project, proponents/bidders must complete and submit the Registration Form. Only those who have submitted the form will be added to the registry and will receive any addendums directly, if issued.

Proponents/bidders who **do not** complete and submit the Registration Form are solely responsible for monitoring and obtaining any addendums themselves. The Municipality of Red Lake is not responsible for informing unregistered proponents/bidders.

All issued addendums will form part of the official proposal document and must be submitted with the originally distributed proposal package.

Please return the completed form by email to procurement@redlake.ca.

Project Name	
Closing Date	
Company Name	
Principle Contact	
Address	
Address (Line 2)	
City and Province	
Postal Code	
Telephone	( )
Facsimile	( )
Email address	
Date:	

# **APPENDIX B - SUBMISSION FORM**



Request for Proposal Title:	
Closing Date and Time:	

Please fill out the following form, naming of and for any clarifications that may be necessary	one (1) person to be the bidder's contact for the RFP process essary.
Legal Name of Proponent (if a Proposal is submitted jointly by two or more legal entities, each and all such entities must be identified)	
Operating Name (if different)	
Mailing Address	
Phone Number	
Email Address	
HST Number (if applicable)	
Authorized Contact Name & Title	

# Signature

By signing below, I confirm that I am an authorized signing officer of the Proponent and that this Proposal is submitted in accordance with the terms of the Request for Proposal (RFP). I understand that the submission of this Proposal does not create any binding legal obligations between the Municipality and the Proponent. Any such obligations will arise only if and when a written agreement is executed between the Municipality and the Proponent.

Name of Authorized Signatory	
Title/Position	
Signature	
Date	
Location (City/Town & Province)	

### APPENDIX C - STATEMENT OF UNDERSTANDING

	7.1 1.1.1. S. G.
	m the (insert title) of the Proponent. I declare and confirm the following on half of the proponent:
1.	Acknowledgement of RFP and Policies
	The Proponent has carefully reviewed the Request for Proposal (RFP) and the Municipality's applicable procurement policies. The Proponent fully understands the requirements and has had sufficient opportunity to seek clarification on any aspect of the RFP.
2.	Acknowledgement that the RFP Governs the Process
	The Proponent acknowledges that the procurement process will be governed solely by the terms and conditions set out in this RFP and conducted in accordance with the Municipality's Procurement Bylaw and applicable trade agreements.
3.	Non-Binding Procurement Process
	The Proponent acknowledges that this RFP process does not constitute a legally binding bidding process. No legal relationship or obligation regarding the procurement of any goods or services will be created unless and until the Municipality and the Proponent execute a written agreement.
4.	Ability to Provide Deliverables
	The Respondent confirms that it has the necessary experience, resources, personnel, and capacity to provide the Deliverables in accordance with the RFP requirements.
5.	Proposal Validity
	The Proponent agrees that this Proposal, including all pricing and terms, is irrevocable and shall remain valid and open for acceptance by the Municipality for a period of 90 calendar days from the Submission Deadline. The Proponent understands that pricing is non-binding on the Municipality and that this validity period applies solely to the Proponent's offer and its availability for potential negotiations, if selected.
6.	Acknowledgment of Addenda
	The Proponent acknowledges that it has read, considered, and incorporated all addenda issued by the Municipality up to the Deadline for Issuing Addenda.
7.	Conflict of Interest Declaration
	The Proponent has reviewed the Conflict of Interest clause in Section 3.16 of the RFP. The Proponent declares that <b>(check one box below)</b> :
	☐ No actual or potential Conflict of Interest exists
	□ A Conflict of Interest does exist – please complete and submit Appendix E – Conflict of Interest Declaration Form

# 8. No Prohibited Conduct

The Proponent declares that it has not engaged in any conduct prohibited by this RFP, including collusion, bid-rigging, price-fixing, bribery, or other unethical or illegal activities.

#### 9. Disclosure of Information

The Proponent agrees that any information provided in this proposal, even if identified as confidential, may be disclosed where required by law or by order of a court or tribunal.

The Proponent consents to the confidential disclosure of this proposal to the Municipality's advisers retained to assist with the RFP process, including evaluation.

#### 10. Public Disclosure of Award

The Proponent acknowledges that, if selected, the Municipality may publicly disclose the name of the successful Proponent, the awarded contract amount, and a general description of the Deliverables.

#### 11. Authorization to Bind the Proponent

The undersigned confirms that they have the authority to bind the Proponent to the representations made in this proposal.

### **Signature**

By signing below, I confirm that I am authorized to submit this Proposal on behalf of the Proponent and to make the declarations set out in this Appendix. I understand that submission of this Proposal does not create any legal relationship or obligation between the Proponent and the Municipality. I further acknowledge that any legal obligations will arise only upon execution of a formal agreement between the Municipality and the successful Proponent.

Legal Name of Bidder	
Name of Authorized Signatory	
Title/Position	
Signature	
Date	
Location (City/Town & Province)	

# APPENDIX D - ACKNOWLEDGEMENT OF ADDENDA



☐ I/We confirm that we submitted otherwise ensured we were included.		•		dix A) prior to submitting a Proposal, or list.	٢		
We acknowledge that we have reviewed all addenda issued as referenced in Section 3.11 of the Request for Proposal. The contents of all addenda are incorporated into our Proposal and will be considered part of any resulting contract, if awarded.							
☐ Addendum No	□ Add	dendum No	<del></del>	☐ Addendum No			
☐ Addendum No	□ Add	dendum No	<del></del>	☐ Addendum No			
□ No Addenda Issued							
Signature							
By signing below, I/We acknowle 3 of the RFP and confirm that all incorporated into our Proposal.	•			addenda issued as referenced in Secti I changes to scope have been	on		
Legal Name of Proponent							
Name of Authorized Signatory							
Title/Position							
Signature							
Date							
Location (City/Town & Province	e)						

# APPENDIX E - CONFLICT OF INTEREST DECLARATION FORM



Only required if a conflict of interest has been identified in Appendix C.

**Details of Conflict** 

Please provide a detailed explanation of the actual or potential conflict of interest, including:

- Names of individuals involved
- Relationship to The Corporation of the Municipality of Red Lake
- Nature of the conflict
- Mitigation measures proposed (if any)

If additional space is required, please attach a separate page clearly referencing this appendix.				
Signature				
By signing below, I confirm that the information provided is true and complete to the best of my knowledge.				
Legal Name of Proponent				
Name of Authorized Signatory				
Title/Position				
Signature				
Date				
Location (City/Town & Province)				

# APPENDIX F - SUBCONTRACTOR DISCLOSURE FORM



Project Name	
Project Number (if applicable)	
Name of Bidding Contractor	
Contact Name	
Email Address	
Date	
FIRM NAME	DOLLAR AMOUNT
CATEGORY OF WORK	
FIRM NAME	DOLLAR AMOUNT
CATEGORY OF WORK	
FIRM NAME	DOLLAR AMOUNT
CATEGORY OF WORK	
FIRM NAME	DOLLAR AMOUNT
CATEGORY OF WORK	