



**Invitation to Tender
For
Balmertown WPCP Roof Replacement**

Invitation to Tender No.: 15-2025

Issued: Tuesday September 16, 2025

Deadline to Submit Questions: Friday October 10, 2025

Submission Deadline: Friday October 24 CST

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

Invitation to Tender Contact: Heather Weese
Email: procurement@redlake.ca

PART 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 Bidders

This Invitation to Tender (the "ITT") is an invitation by the Corporation of the Municipality of Red Lake (the "Municipality") to prospective bidders to submit tenders for the Balmertown WPCP Roof Replacement, as further described in Part 4 – ITT Particulars.

By submitting a compliant Tender, a Bidder irrevocably offers to enter into a contract for the provision of the Deliverables in accordance with the terms of this ITT. Each compliant Tender will give rise to a binding "Contract A" between the Bidder and the Municipality.

The Municipality's intention is to award a formal contract (referred to as "Contract B") to the successful Bidder. However, the Municipality reserves the right to cancel this process at any time, or to elect not to award a contract, without liability.

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

1.3 ITT Contact

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

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

Bidders 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 ITT contact, concerning matters regarding this ITT. Failure to adhere to this rule may result in the disqualification of the Bidder and the rejection of the Bidder's tender.

1.4 Type of Contract for Deliverables

The Municipality intends to enter into a formal agreement (referred to as "Contract B") with one (1) legal entity.

The formation of Contract B will be subject to the Municipality's acceptance of a compliant Tender and successful execution of the Agreement by both parties.

1.5 ITT Timetable

Issue Date of ITT:	Tuesday September 16, 2025
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Site Visit / Pre-Bid Meeting:	Tuesday October 7, 2025 at 10:00am CST
Deadline for Questions:	Friday October 10, 2025
Deadline for Issuing Addenda:	Wednesday October 15, 2025
Submission Deadline:	Friday October 24, 2025
Anticipated Execution of Agreement:	November 2025
Irrevocability Period:	90 days

1.6 Site Meeting (if deemed applicable by the Municipality)

A mandatory pre-bid site meeting will be held on:

Tuesday October 7, 2025 at 2:00pm Central Standard Time

AT

Balmertown Waste Pollution Control Plant (see Appendix J for driving instructions – building does not have an official address)

All interested bidders are required to attend in order to familiarize themselves with the site conditions and the scope of work. Any questions arising from the site meeting must be submitted in writing to the ITT Contact. Failure to attend will result in disqualification from the tender process.

Bidders are solely responsible for familiarizing themselves with site conditions, and no claim shall be made against the Municipality for site-related misunderstandings or errors resulting from failure to attend or inadequate assessment during the site meeting.

1.7 Submission of Tenders

All tenders must be submitted in the following method:

- **Electronically:** Via the Municipality's official procurement portal at www.redlake.ca/
 - Electronic submissions must be received prior to 2:00pm Central Standard Time (local time in Red Lake) on the closing date.

Late Tenders will not be accepted or considered under any circumstances. The Municipal office clock determines the official closing time of the Tender Call.

1.8 Tender Submission Requirements

All submitted Tenders must include the items in Section 4, as detailed in the Mandatory Submission Requirements.

1.9 Eligibility

To be eligible for this tender, bidders must be registered as a business in Ontario or Canada and must comply with all applicable Canadian laws and municipal regulations.

Participation in any pre-qualification, request for information, or similar process prior to this ITT does not guarantee prequalification for this ITT.

No Bidder shall be eligible to submit a Tender if they have an overdue account or unpaid balances with the Municipality as of the Submission Deadline, in accordance with By-law 02-2015.

1.10 Bonds (if applicable)

N/A

1.11 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the ITT, a bidder may not make any changes to any of the forms. Any bid containing any such changes, whether on the face of the form or elsewhere in the bid, may be disqualified.

1.12 Amendment of Bids

Updated bids may only be submitted prior to the submission deadline as specified in Section 1.5. Amendments after this deadline will not be accepted.

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

1.13 Withdrawal of Bids

At any time throughout the ITT process, until the submission deadline, a bidder may withdraw a submitted Tender. To withdraw a bid, a notice of withdrawal must be sent to the ITT Contact and must be signed by an authorized representative of the bidder. Hard copy withdrawn bids are returned to the submitting bidder after the award.

No Bidder may withdraw a Tender after the Submission Deadline, and doing so may result in the forfeiture of the bid bond or exclusion from future procurement opportunities.

1.14 Bid Validity Period

Submitted Tenders remain valid for 90 days after the closing time and cannot be withdrawn during this period.

1.15 Opening of Bids

An unofficial public opening of Bids will take place at 2:00pm on the submission deadline where bidders' names and tender amounts will be read aloud.

[End of Part 1]

PART 2 – EVALUATION, ACCEPTANCE AND EXECUTION.

The Municipality will evaluate bids in the following stages: **Stage I - Mandatory Submission Requirements**

Bids will be reviewed to ensure they meet all mandatory submission requirements, including all required forms, documentation, and deadlines. Bids failing to comply with these requirements by the Submission Deadline will be disqualified and not evaluated further.

2.2 Stage II – Mandatory Technical Requirements

Bids must meet all mandatory technical requirements, as specified in Part 4 – ITT Particulars. Bids failing to meet these requirements by the Submission Deadline will be disqualified and not evaluated further.

2.3 Stage III - Pricing

Stage III will involve scoring the pricing of each compliant bid. Pricing will be evaluated based on the total stipulated sum or the cumulative total derived from unit pricing and estimated quantities, as set out in Appendix E – Pricing.

Incomplete or altered pricing forms may result in disqualification.

2.4 Selection of Lowest Compliant Bidder

Subject to the Municipality's reserved rights, the compliant bidder with the lowest evaluated pricing will be selected for the award of the Agreement (Contract B).

The Municipality may, in its sole discretion and in accordance with its Procurement By-law, resolve a tie through re-evaluation, application of defined preference criteria (eg. Sustainability impact), provided such methods are fair, transparent, and consistent with Contract A obligations.

2.5 Materially Unbalanced or Abnormally Low Bids

If a bid is deemed materially unbalanced or abnormally low, the Municipality reserves the right to request further clarification or justification from the bidder regarding the pricing structure.

The Municipality may reject a bid that is deemed abnormally low or unbalanced if it is determined that the pricing could result in an unreasonable risk to the Municipality or may adversely affect contract performance. An unbalanced or abnormally low bid may be rejected even if it is the lowest-priced submission.

The Municipality's decision regarding whether a bid is unbalanced or abnormally low shall be final.

2.6 Notification and Execution of Agreement

The Municipality will notify the selected Bidder in writing of its intention to award the Agreement (Contract B). The selected Bidder must confirm acceptance with ten (10) business days of notification.

Failure to do so will be considered a breach of Contract A and may result in the forfeiture of the Bid Bond and/or exclusion from future procurement opportunities.

2.7 Failure to Enter into Agreement

If a selected Bidder fails or refuses to execute the Agreement (Contract B), or fails to satisfy any conditions precedent within ten (10) business days of receiving notice of selection, the Municipality may consider the Bidder to be in default under Contract A. In such a case, the Municipality may, without incurring any liability, proceed with the selection of another Bidder and may enforce any

remedies available at law or in equity, including but not limited to the forfeiture of the Bid Bond and recovery of any damages arising from the Bidder's default.

2.8 Reserved Rights of the Municipality

The Municipality reserves the right to reject any or all Bids, cancel the Tender at any time, or proceed in a different manner, subject to its Reserved Rights and the terms of Contract A.

[End of Part 2]

PART 3 – GENERAL ITT TERMS AND CONDITIONS

GENERAL INFORMATION AND INSTRUCTIONS

3.1 Bidders to Accept Provisions & Follow Instructions

By submitting a bid, the bidder acknowledges that they have read, understood, and agree to comply with all terms, conditions and instructions outlined in this ITT, without modification, and understand that these provisions form part of Contract A upon submission of a compliant Tender.

3.2 Bids in English

All submitted tenders are to be in English only.

3.3 No Incorporation by Reference

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

3.4 Information in ITT only an Estimate

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

3.5 Bidders to Bear Their Own Costs

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

3.6 Bid to be Retained by the Municipality

The Municipality will not return the bid or any accompanying documentation submitted by a bidder except in the following circumstances:

- A hard copy Bid was withdrawn prior to the Submission Deadline
- A hard copy Bid was submitted late
- A hard copy Bid was submitted and the procurement process was subsequently cancelled

After award (or cancellation as the case may be), the bid will be returned to the submitting Bidder via mail or courier.

3.7 No Guarantee of Volume of Work or Exclusivity of Contract

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

3.8 Ownership of Deliverables

The Municipality will retain ownership of all materials, goods, and services procured under the resulting contract. Title to such materials or goods shall pass to the Municipality upon delivery. The

successful bidder must agree that, in the event of termination or non-utilization of such materials, they will remain the property of the Municipality.

COMMUNICATIONS AFTER ISSUANCE OF ITT

3.9 Bidders to Review ITT

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

No verbal statement or communication shall alter, amend, or modify any provision of this Invitation to Tender (ITT). Any modifications or clarifications shall be issued in writing by the Procurement department.

No such communications are to be directed to anyone other than the ITT Contact. 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 ITT Contact.

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

3.10 All New Information to Bidders by Way of Addenda

This ITT 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 ITT, such information will be communicated to all bidders by addendum. Each addendum forms an integral part of this ITT and may contain important information, including significant changes to this ITT. Bidders are responsible for obtaining all addenda issued by the Municipality.

3.11 Post-Deadline Addenda and Extension of Submission Deadline

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

3.12 Verify, Clarify, and Supplement

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

NOTIFICATION AND DEBRIEFING

3.13 Notification to Other Bidders

Once an Agreement is executed by the Municipality and a bidder, all other bidders 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 bidders directly via email, ensuring they are informed of the decision promptly.

3.14 Debriefing

Bidders may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the ITT 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. Bidders will be informed of their score and how their bid compared to others, as applicable, within the evaluation framework.

CONFLICT OF INTEREST AND PROHIBITED CONDUCT

3.15 Conflict of Interest

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

3.16 Disclosure Requirements

Bidders 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 bidder must immediately notify the Municipality. Failure to disclose may result in disqualification or contract termination.

3.17 Disqualification for Conflict of Interest

The Municipality may disqualify a bidder 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.

3.18 Disqualification for Prohibited Conduct

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

3.19 Bidder Not to Communicate with Media

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

3.20 Illegal or Unethical Conduct

Bidders must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Bidders 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 bids 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 ITT.

3.21 Past Performance or Past Conduct

The Municipality may prohibit a supplier from participating in a procurement process based on past performance or base don 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

3.22 Confidential Information of the Municipality

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

- 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 ITT 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 bidder to the Municipality immediately upon the request of the Municipality.

3.23 Confidential Information of Bidder

A bidder should identify any information in its bid 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. Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisors retained by the Municipality to assist with the ITT process, including the evaluation of bids. If a bidder has any questions about the collection and use of personal information pursuant to this ITT, questions are to be submitted to the ITT Contact.

PROCUREMENT PROCESS

3.24 Formation of Contract A (Process Contract) and No Obligation to Award Contract B

By submitting a compliant Tender in response to this ITT, the Bidder acknowledges and agrees that a binding process contract, referred to as Contract A, is formed between the Municipality and the Bidder, governed by the terms and conditions of this ITT.

However, the formation of Contract A does not obligate the Municipality to award Contract B, which is the formal contract for the delivery of goods, services, or works. The Municipality retains the absolute discretion to reject any or all bids, or to cancel the procurement process entirely, without incurring any liability.

In particular:

- a) The Bidder is bound by the commitments and representation in its Tender, including pricing, delivery, and proposed methodology;
- b) The Municipality is bound to conduct the evaluation process fairly, consistently, and in accordance with the evaluation methodology set out in this ITT;
- c) The Municipality retains the right to reject any or all Tenders or cancel the ITT process in accordance with the Reserved Rights clause (Section 2.8), provided it acts in good faith and without breaching its duty of fairness under Contract A.

3.25 No Contract Until Execution of Written Agreement

No legal relationship or obligation regarding the procurement of the Deliverables will be created between the Bidder and the Municipality other than as set out in Contract A, until the execution of a written agreement (Contract B) for the provision of such Deliverables.

3.26 Non-binding Price Estimates

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

3.27 Cancellation

The Municipality may cancel or amend the ITT process at any time in accordance with its Reserved Rights, provided such action is taken in good faith and in accordance with its obligations under Contract A.

SUBCONTRACTING & THIRD PARTY SUPPLIERS

3.28 Disclosure of Subcontractors and Suppliers

The Bidder 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.

3.29 Bidder's Responsibility for Subcontractors

The Bidder 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 Bidder. Lack of oversight or knowledge of subcontractor actions will not be accepted as a defense for failing to meet contractual obligations.

3.30 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.

3.31 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

3.32 Interpretation of Terms and Conditions

The Terms and Conditions of this ITT are intended to be interpreted independently, ensuring clarity and compliance with relevant laws. They do not restrict the pre-existing rights of parties to engage in pre-contractual discussions under common law governing commercial negotiations.

3.33 Governing Law

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

3.34 Compliance with Laws and Regulations

The successful bidder 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

3.35 Permits and Authorizations

The bidder 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.

3.36 Municipality's Right to Verify Compliance

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

3.37 Reserved Rights of the Municipality

The Municipality reserves the right, to be exercised in a manner consistent with its obligations under Contract A, including the principles of fairness, transparency, and equal treatment of all Bidders:

- 3.37.1** To reject any or all Tenders, including the lowest Tender, or to cancel the ITT process at any time, provided such actions are taken in good faith and in accordance with applicable law;
- 3.37.2** To cancel this ITT prior to entering into Contract B and re-issue the opportunity or pursue an alternative method of procurement;
- 3.37.3** To verify with any Bidder or with a third party any information contained in its submission, including references and pricing details;
- 3.37.4** To waive non-material defects or irregularities in a Tender, provided such waiver does not confer an unfair advantage or compromise the integrity of the process;
- 3.37.5** To seek clarification from any Bidder with respect to its submission, provided such clarification does not constitute a material change or provide an opportunity to revise pricing or key terms;
- 3.37.6** To disqualify any Bidder for misrepresentation, prohibited conduct, or conflict of interest, in accordance with the terms of this ITT;
- 3.37.7** To make public the names and total Tender amounts of Bidders at the time of opening, unless prohibited by law.

[End of Part 3]

PART 4 – ITT PARTICULARS

4.1 Background and Intent

The Municipality of Red Lake requires the replacement of the roof at the Balmertown Waste Pollution Control Plant (BWPCP). The existing roof system has exceeded its expected service life and is showing signs of failure.

This project will involve the complete removal of the existing roof assembly and installation of a new roof system that meets or exceeds current Ontario Building Code requirements, provides long-term weather protection, and withstands the environmental conditions typical of Northwestern Ontario. Work must be scheduled and executed to avoid disruption to wastewater treatment operations.

4.2 Required Services

The successful Bidder will be responsible for the supply of all labour, materials, equipment, and services necessary to complete the replacement of the Balmertown Waste Pollution Control Plant roof, including but not limited to:

4.2.1 Site Preparation and Safety

- Prepare the site for roofing work, ensuring protective measures are in place to prevent debris or materials from falling on any equipment, especially the clarifier.
- Cover the clarifier and protect the central rake and motor from both debris and rain/snow.
- Erect fencing and signage in accordance with the Occupational Health and Safety Act (OHSA) and all applicable regulations.
- Ensure all required PPE is used in accordance with the Green Book.
- Submit a Health & Safety plan for approval.

4.2.2 Removal of Existing Roof System

- Carefully remove the existing roofing system as per the Scope of Work on the construction drawings, ensuring no damage occurs to treatment equipment below.
- Collect and transport all waste to the Red Lake Waste Transfer Station.

4.2.3 Installation of New Roof System

- Install a new roof assembly in accordance with the project drawings and Ontario Building Code requirements.
 - Installation shall include all components noted in the drawings including, but not limited to, joists, decking, membrane system, vapour barrier, ISOGARD, RubberGard, flashing, and lighting.
- Installation must maintain protection of the wastewater treatment operations and surrounding equipment.
- Collect and remove all waste, debris, tools, and equipment from the site and restore the work area to its original condition upon completion of the project.

4.2.4 Close-Out

The Contractor shall, as a condition of Final Completion, provide the following documentation and approvals to the Municipality:

- Manufacturer's warranty certificate for the roofing system and/or components
- Contractor's workmanship warranty
- As-built drawings reflecting final installation
- Final inspection approval by RSM Building Consultants

The Municipality reserves the right to withhold final payment until all required close-out deliverables have been received and accepted.

4.3 Material Disclosures

Site Address: 70 Detta Road, Balmertown, ON

- No site access issues are anticipated
- Work shall be permitted between the hours of 7:00am to 9:00pm, in accordance with Noise By-law 1083-08.
- **Operational Constraints (Clarifier):**
 - The clarifier must remain functional and unobstructed at all times.
 - An operator will be on site daily for 10-20 minutes to perform operational tasks.
 - Hazards include drowning risk and moving mechanical parts.
 - The rake mechanism must be protected from debris and rain at all times, as damage could impact effluent quality.
- No environmental concerns beyond the protection measures listed above.
- Waste shall be deposited at the Red Lake Waste Transfer Station (no tipping fees will apply).

4.3.1 Acceptance and Completion

The Work shall achieve Substantial Performance, as defined under the *Construction Act, R.S.O. 1990, c. C.30*, no later than December 31, 2025.

Final inspection and approval by RSM Building Consultants is required prior to project acceptance.

Final close-out of deficiencies and submission of all required close-out documentation is expected by April 1, 2026. This date may be extended as required due to weather conditions or other unforeseen circumstances. Final close-out is expected to follow the final inspection of the work.

4.3.2 Non-Substitution Requirement

The construction drawings for this Project were prepared and sealed by the Engineer of Record. Specific products, manufacturers, and brand names identified in the drawings and specifications are required for use in order to maintain the integrity of the design, ensure system compatibility, and preserve manufacturer and engineer warranties.

Accordingly, no substitutions will be permitted. Bidders shall include the specified products in their pricing. Failure to comply may result in disqualification of the Tender.

4.5 Mandatory Submission Requirements

Bidders 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.

Acknowledgement of Addenda Form	Appendix C	Submit even if no addenda issued.
Statement of Understanding and Declaration Form	Appendix D	Signed confirmation of RFP review and compliance.
Conflict of Interest Form (if applicable)	Appendix E	Required only if applicable.
Subcontractor Disclosure Form	Appendix F	Required only if applicable.
Qualifications of Subcontractor	Section 4.8	See applicable section for additional details.
Pricing Form	Appendix E	See section 4.6 & Part II for additional details.

4.6 Pricing Form

Each quotation must include pricing information that complies with the instructions contained in Pricing (Appendix E).

- Pricing shall be milestone-based, with invoicing permitted at 20% completion intervals.
- A separate line item for mobilization fees is required.

4.7 Bid Security (if applicable)

N/A – Bid bond not required for this ITT.

4.8 Qualifications of Contractor

Bidders shall demonstrate that they possess the qualifications, capacity, and experience necessary to perform the work in a safe, professional, and timely manner. At a minimum, the following shall be provided with the submission:

4.8.1 Experience

- A minimum of three (3) years' experience performing commercial, institutional, or industrial roofing projects of similar scope and complexity.
- Details of at least three (3) completed projects within the last five (5) years, including project description, contract value, and locations.

4.8.2 Licensing and Certification

- Proof of valid business license and trade qualifications, as required by applicable laws and regulations.
- Provide a listing of all organizations bidder is a part of (eg. OIRCA).
- Proof that the Bidder or its subcontractor is a licensed Elevate applicator, authorized to install the specified roofing system in accordance with Elevate's current requirements and details.
 - Evidence of manufacturer authorization must be submitted.
- Proof that the Bidder or its subcontractor is a licensed Electrician.

4.8.3 Health and Safety

- Confirmation that the Bidder maintains a written Health and Safety Program in compliance with the Occupational Health and Safety Act and Regulations.
- Copies of valid Working at Heights certifications for all employees performing roofing activities.
- Evidence of applicable worker training (eg. WHMIS, fall protection, confined space awareness, first aid, as applicable to the work)

4.8.4 Warranty

- Written confirmation of the length of workmanship warranty and length of manufacturer's warranty for the roofing system.
 - The successful Bidder shall ensure that installation is carried out strictly in accordance with the manufacturer's details and requirements to preserve eligibility for the manufacturer's warranty.

4.9 Pre-Conditions of Award

The following are pre-conditions that must be met by the selected bidder 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 evidence of waiver of subrogation rights in favour of the Municipality.

Automobile Liability 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 \$2,000,000 including any owned, leased, hired and non-owned automobiles.

Pollution Liability Insurance: The Contractor shall carry a Contractor's Pollution Liability Policy, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than \$2,000,000. Coverage shall include bodily injury, property damage, clean-up and remediation costs.

Crane Operators/Hook Liability (if applicable): If booms or cranes are involved in moving any materials or installing equipment (HVAC), the contractor will require Hook or Crane Operators Liability. The limit for this coverage should equal the cost of the most expensive piece to be moved or installed.

All insurance policies required to be carried by the Proponent shall be primary and not additional to or contributing with any other insurance carried by the municipality.

4.9.2 WSIB Coverage

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 Performance Bond

A performance bond in the amount of 50% of the total contract price must be provided prior to the contract award. The performance bond ensures the satisfactory completion of the contract.

4.9.4 Labour & Material Bond

A labour & material bond in the amount of 50% of the total contract price must be provided prior to the contract award. The labour & material bond ensures the satisfactory completion of the contract.

4.9.5 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.

[End of Part 4]

APPENDIX A – REGISTRATION PAGE

PRE-SUBMISSION ONLY – DO NOT INCLUDE WITH TENDER



To ensure notification and receipt of any addenda 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 addenda 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



Invitation to Tender (ITT) Title: **Error! Reference source not found.**

Closing Date and Time:

Please fill out the following form, naming one (1) person to be the bidder's contact for the ITT process and for any clarifications that may be necessary.	
Legal Name of Bidder	
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 Bidder and that this Tender is submitted in accordance with the terms of the Invitation to Tender (ITT). I understand that submission of this Tender gives rise to a binding Contract A between the Municipality and the Bidder, and that the Bidder is bound by all terms, conditions, and representations contained in the ITT and the submitted Tender.

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

APPENDIX C – STATEMENT OF UNDERSTANDING AND DECLARATION



I am the _____ (insert title) of the Bidder and hereby make the following declarations on behalf of the organization:

1. Acknowledgment of Binding Procurement Process

The Bidder acknowledges and agrees that the submission of a Tender in response to this Invitation to Tender (ITT) constitutes a legally binding offer and gives rise to Contract A between the Bidder and the Municipality., subject to the terms and conditions of the ITT.

The Bidder further acknowledges that Contract A incorporates all the terms and conditions of this ITT, including the Municipality's reserved rights, and that any failure to execute the Agreement (Contract B) upon award may result in the forfeiture of the Bid Bond and other remedies available to the Municipality.

2. Tender Pricing Commitment

The Bidder confirms that all pricing submitted with its Tender, including any pricing forms or schedules in Appendix E (Pricing), is accurate, complete, and irrevocably binding for the duration of the Bid Validity Period specified in the ITT.

The Bidder acknowledges that, under Contract A, pricing cannot be withdrawn, revised, or altered following submission. Any attempt to do so will be treated as a breach of Contract A and may result in disqualification, forfeiture of bid security, and other remedies available to the Municipality.

3. Ability to Provide Deliverables

The Bidder has carefully reviewed the ITT documents and has a clear and comprehensive understanding of the Deliverables.

The Bidder confirms that it has the necessary skills, experience, capacity, and resources to provide the Deliverables in accordance with the ITT requirements.

4. No Prohibited Conduct

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

5. Conflict of Interest Declaration

The Bidder has reviewed the Conflict of Interest requirements in Section 3.15 of the ITT and confirms:

- ☐ No actual or potential Conflict of Interest exists
- ☐ A Conflict of Interest does exist – please complete and submit Appendix F – Conflict of Interest Declaration Form

6. Disclosure of Information

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

The Bidder consents to the confidential disclosure of this quotation to the Municipality's advisers retained to assist with the ITT process, including evaluation.

Signature

By signing below, I confirm that I am an authorized to submit this Tender on behalf of the Bidder and to make the declarations set out in this Appendix. I understand that by submitting this Tender in accordance with the ITT, a binding Contract A is formed, and that I am legally bound by the terms, conditions, and obligations set out in the ITT. I also acknowledge that no Contract B (the agreement for the Deliverables) will be formed unless and until a written agreement is executed by the Municipality and the selected Bidder.

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 the Registration Form (Appendix A) prior to submitting a Tender, or otherwise ensured we were included on the addenda distribution list.

We acknowledge that we have reviewed all addenda issued as referenced in Section 3.10 of the Invitation to Tender. The contents of all addenda are incorporated into our Tender and will be considered part of any resulting contract, if awarded.

☐ Addendum No. _____ ☐ Addendum No. _____ ☐ Addendum No. _____

☐ Addendum No. _____ ☐ Addendum No. _____ ☐ Addendum No. _____

☐ No Addenda Issued

Signature

By signing below, I/We acknowledge that I/we have reviewed all addenda issued as referenced in Section 3 of the ITT and confirm that all amendments, clarifications, and changes to scope have been incorporated into our Tender. I/We understand that these addenda form part of our binding obligations under Contract A.

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

APPENDIX E – PRICING

1. Instructions on How to Provide Pricing

- 1.1. All pricing must be provided in Canadian funds and must include all applicable duties 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.
- 1.2. Bidders must follow the pricing format specified in the ITT by either reproducing and completing the required pricing table or submitting the attached pricing form as directed. The Municipality requires that all pricing follow the Incoterm specified below. 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. Evaluation of Pricing

Subject to the Municipality's reserved rights, the compliant bidder with the lowest evaluated pricing will be selected for the award of the Agreement (Contract B).

3. Required Pricing Information

Price complete, including supply and installation of replacement roofing, site preparation, all labour, equipment, machinery, tools and parts used, all work as described herein, site clean-up, removal from site all packaging and rubbish, warranties, guarantees and all other costs:

The Bid amount shall include all costs incurred, **excluding** HST.

Bid:

Description	Total Price
Balmertown WPCP Roof Replacement	\$
Mobilization	\$
HST	\$
Total	\$

APPENDIX F – 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. I understand that any misrepresentation or failure to disclose may constitute a default under Contract A and may result in disqualification or termination.

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

APPENDIX G – 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	

APPENDIX H – CONSTRUCTION DRAWINGS

The following drawings are provided as external files for ease of use.

- S24251-S1 – Construction Drawing
- S24251-S2 – Construction Drawings
- S24251-E1 – Electrical Lighting Plan

Appendix I – Driving Instructions and Map of Balmertown Waste Pollution Control Plant



Directions to the WPCP from the Highway 105/Highway 125 Junction:

1. From the Highway 105/Highway 125 junction (Harry's corner), head onto Highway 125 and continue straight.
2. Turn right onto Dickenson Road.
3. Turn right onto Fourth Street.
4. Follow the dirt road around the back of the residential properties.
5. The entrance to the WPCP will be on your right.