



Invitation to Tender
For
Winter Maintenance Operations
at
Red Lake Margaret Cochenour Hospital

Invitation to Tender No.: 18-2025

Issued: Wednesday July 30, 2025

Deadline to Submit Questions: Friday August 8, 2025

Submission Deadline: Friday August 29, 2025 at 2:00pm 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") invites bids for Winter Maintenance Operations at the Red Lake Margaret Cochenour Hospital ("RLMCMH"), as described in Part 4 – ITT Particulars.

The contract includes an optional second-year extension. Bidders who decline the extension, if offered, will be ineligible to bid on winter maintenance tenders for the RLMCMH for the 2026-2027 season (see Section 2.9).

By submitting a compliant Tender, a Bidder irrevocably offers to enter into a contract to provide the Deliverables in accordance with this ITT. A binding "Contract A" is formed upon submission of a compliant Tender.

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, in the form attached as Appendix J to this ITT (the "Agreement"). Appendix J is included for information only.

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:	Wednesday July 30, 2025
Site Visit / Pre-Bid Meeting:	N/A
Deadline for Questions:	Friday August 8, 2025
Deadline for Issuing Addenda:	Friday August 15, 2025
Submission Deadline:	Friday August 29, 2025
Anticipated Execution of Agreement:	September 2025
Irrevocability Period:	60 days

1.6 Site Meeting (if deemed applicable by the Municipality)

N/A

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.
 - Bids shall be submitted in PDF format where feasible to ensure compatibility and document integrity.

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

By submitting a Tender electronically, the Bidder agrees that such submission, including any digital signatures, constitutes a legally binding offer and shall be treated as an original signed document for all legal purposes.

1.8 Tender Submission Requirements

All submitted Tenders must include the items on the tender submission checklist as described in Appendix K.

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.

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.

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.

2. 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 evaluating the pricing of each compliant bid. Pricing will be evaluated based on the combined total of the Year 1 and the Year 2 per-call-out rates for both Snow Control and Ice Control measures, as submitted in Appendix H – 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.

2.9 Ineligibility for Future Bidding if Extension Declined

If the successful Bidder is awarded the Agreement and subsequently declines to perform the optional second term under the Year 2 pricing submitted in their Tender, they shall be ineligible to bid on any future Invitations to Tender issued by the Municipality for winter maintenance operations at the Red Lake Margaret Cochenour Memorial Hospital for the 2026-2027 season.

This restriction does not apply to procurement processes issued for subsequent years (i.e. after the 2026-2027 season).

[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:

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 contractor 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 contractor 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 CONTRACTORS

3.28 Disclosure of Subcontractors and Contractors

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 contractors after contract commencement must be reported to the Municipality before engagement. The Municipality reserves the right to reject any subcontractor or contractor 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 contractors.

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. This may include the right to request updated driver abstracts or remove individual operators if qualifications are no longer met.

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 is seeking a qualified contractor to provide snow and ice removal services for designated municipal areas for the 2025-2026 winter season (November 1, 2025 to April 30, 2026), with the option to extend for one additional year upon mutual agreement (2026-2027).

This contract supports the Municipality's goal of ensuring public safety, site accessibility, and operational continuity during winter weather conditions.

The Municipality will notify the Contractor by July 1, 2026, if it intends to extend the contract into the 2026-2027 season. The Contractor shall confirm acceptance of Year 2 pricing within ten (10) business days of receiving such notice.

4.2 Scope of Work

The Contractor will be responsible for the safe and timely removal of snow and ice from designated municipal areas, specifically including the Red Lake Margaret Cochenour Memorial Hospital, the adjacent pharmacy, and the clinic area. This includes, but is not limited to, roadway entrances/exits, driveways, parking lots, and fire department access routes. Sidewalks and helipad are not part of this contract.

Required services include plowing, salting, sanding, and managing snow disposal in accordance with the Municipality's standards. At minimum, all services must meet the Ontario Minimum Maintenance Standards; however, where this ITT specifies higher service levels, the Contractor shall adhere to the stricter standards. It is expected that the Contractor shall independently monitor weather conditions in order to be prepared for callouts.

The Municipality will initiate all work requests. The Director of Operations or their designate will place the call to commence work.

For the purpose of this contract, the term "snow" shall include snow, slush, sleet, freezing rain, or any combination thereof.

4.3 Deliverables

4.3.1 Service Expectations

- Maintain all areas in a safe, slip-free condition during snow and ice events, or when required by the Municipality.
- Apply salt or a sand/salt mixture as required during and after each snow removal operation, and at intervals dictated by site conditions.
 - The Municipality will supply the necessary salt or sand/salt mixture.
 - The type of material to be used (salt or sand/salt mixture) shall be determined and directed by the Municipality.
 - The Contractor shall contact the Director of Operations or designate to obtain access to materials.
 - The Contractor shall report the amount of material used, prior to leaving the site, to the Public Works Clerk following each use, for inventory control purposes.
 - Site conditions are determined by the Municipality during daily patrols.
- Ice control measures, including, but not limited to the application of salt or sand/salt mixture, shall be applied upon completion of snow removal and at such intervals as required by site conditions.

- Maintain snow accumulation levels below 50mm (approximately 2 inches) during continuous snowfall or back-to-back storms.
- Prevent windrow formation and ensure vehicles remaining in parking lots are not obstructed.
- Avoid pushing snow against buildings or structures in ways that obstruct entryways, loading docks, or critical access points.
- Use only approved snow disposal zones (Appendix B).
- Ensure proper communication and reporting of obstacles, hazards, or delays that affect service.
- In the event of complaints from building owner(s) or tenant(s), the Contractor shall take corrective action within two (2) hours. The Municipality will not be liable for payment for corrective actions taken due to Contract negligence.
- Maintain a daily log of services provided and submit it with monthly invoices (See Appendix I for the required form). Logs must be completed at the time of service and made available to the Municipality upon request.
- The Municipality reserves the right to request updated driver information at any time and to remove from the project any operator deemed unsafe, unqualified, or non-compliant.

4.3.2 Timing and Responsiveness

- The Contractor is responsible for proactively monitoring weather conditions to be prepared for call-outs and shall be available and responsive to the Municipality's direction throughout the season.
 - The Contractor must designate a primary local contact who will be available 24 hours per day, 7 days per week for the duration of the contract and responds to Municipality inquiries the same business day.
- No work shall commence prior to municipal work initiation communication from the Director of Operations or designate. The Municipality will make reasonable efforts to provide the Contractor with as much notice as is practicable prior to requiring services.
 - The Municipality shall determine whether Snow Control (plowing and ice control) or Ice Control only (no plowing) is required for each call-out and will instruct the Contractor accordingly.
- Upon notification, work shall commence within one (1) hour of the call-out, with the target of having all snow and ice cleared by 7:00am.
- The Contractor may be required to return to site as directed by the Municipality to address accumulation or unsafe conditions identified through ongoing site monitoring.

The Municipality will continuously monitor site conditions to ensure all areas remain free of snow accumulation. The Contractor may be required to re-visit the site, as necessary, to address any new accumulations or below service standard expectations.

4.4 Mandatory Technical Requirements

The following technical criteria must be met for the bid to be considered:

4.4.1 Capacity and Resources

Bidders must provide proof of having the necessary resources to complete the contract.

Bidders must:

- Provide a detailed list of motorized equipment to be used for snow removal operations, including the make, model, and year of unit, using the format provided in Appendix C.

- Maintain this equipment list throughout the duration of the contract.

4.4.2 Driver Qualifications

- A current driver's abstract (within 30 days of submission) for each operator proposed for this contract.
- Proof of a valid Class G or higher driver's license (or DZ/AZ if required)
- A minimum of two (2) years of relevant snowplowing or heavy equipment operation experience per operator

Note: No operator shall be permitted to perform any services under this contract unless the required qualifications, including valid license, driver's abstract, and applicable experience, have been provided to the Municipality and approved in writing.

4.5 Material Disclosures

- Snow disposal must not obstruct access to loading doors, entryways, or buildings. Contractor must correct such issues within two (2) hours.
- The Contractor is fully responsible for any damage to municipal or third-party property resulting from snow removal operations.
 - All repairs or compensation shall be completed at the Contractor's expense.
- All equipment must be maintained in safe working condition
- Contractor must have the ability to respond quickly to weather changes and site conditions, including back-to-back storms or thaw/freeze cycles
- A reliable contact person must be available locally 24/7 for the duration of the contract.
- Failure to meet service expectations, including delayed response, inadequate clearing, or damage, may result in withheld payment, corrective action at the Contractor's expense, and/or early termination of the contract.

4.6 Pricing Form

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

4.7 Mandatory Submission Requirements

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

Item	Location	Details
Submission Form	Appendix E	Must be completed and signed.
Statement of Understanding and Declaration Form	Appendix F	Signed confirmation of ITT review and compliance.

Acknowledgement of Addenda Form	Appendix G	Submit even if no addenda issued.
Conflict of Interest Form (if applicable)	Available on the municipal website or by request from the ITT Contact	Required only if applicable.
Subcontractor Disclosure Form	Available on the municipal website or by request from the ITT Contact	Required only if applicable.
Pricing Form	Appendix H	Must be completed
Motorized Equipment List	Appendix C	See Section 4.4.1 for detailed requirements
Driver Qualifications		See Section 4.4.2 for detailed requirements

4.8 Pre-Conditions of Award

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

4.8.1 Proof of Insurance

Commercial General Liability Insurance: The selected bidder must provide a valid Certificate of Insurance (COI) naming the Municipality of Red Lake as an additional insured party, with a minimum commercial general liability coverage of \$2,000,000 per occurrence. Coverage must include non-owned automobile liability, bodily injury, property damage, and completed operations, contractual liability, and must remain valid for the full duration of the contract.

Automobile Insurance: The selected bidder must also maintain automobile liability insurance with a minimum of \$2,000,000 in third-party liability coverage, covering all vehicles owned, leased, or used in the performance of the contract.

All insurance policies must provide a minimum of 30 days' written notice to the Municipality prior to any cancellation or material change in coverage.

4.8.2 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.

4.8.3 Proof of Applicable License

The selected bidder must provide valid copies of all applicable business and/or trade licenses to perform snow and ice removal services in Ontario. This may include, but is not limited to, a valid Commercial Vehicle Operator's Registration (CVOR), business license, applicable driver's license, and any other permits or certifications required under provincial or municipal law. All licenses must remain valid for the duration of the contract.

4.8.4 Subcontractor Approval (if applicable)

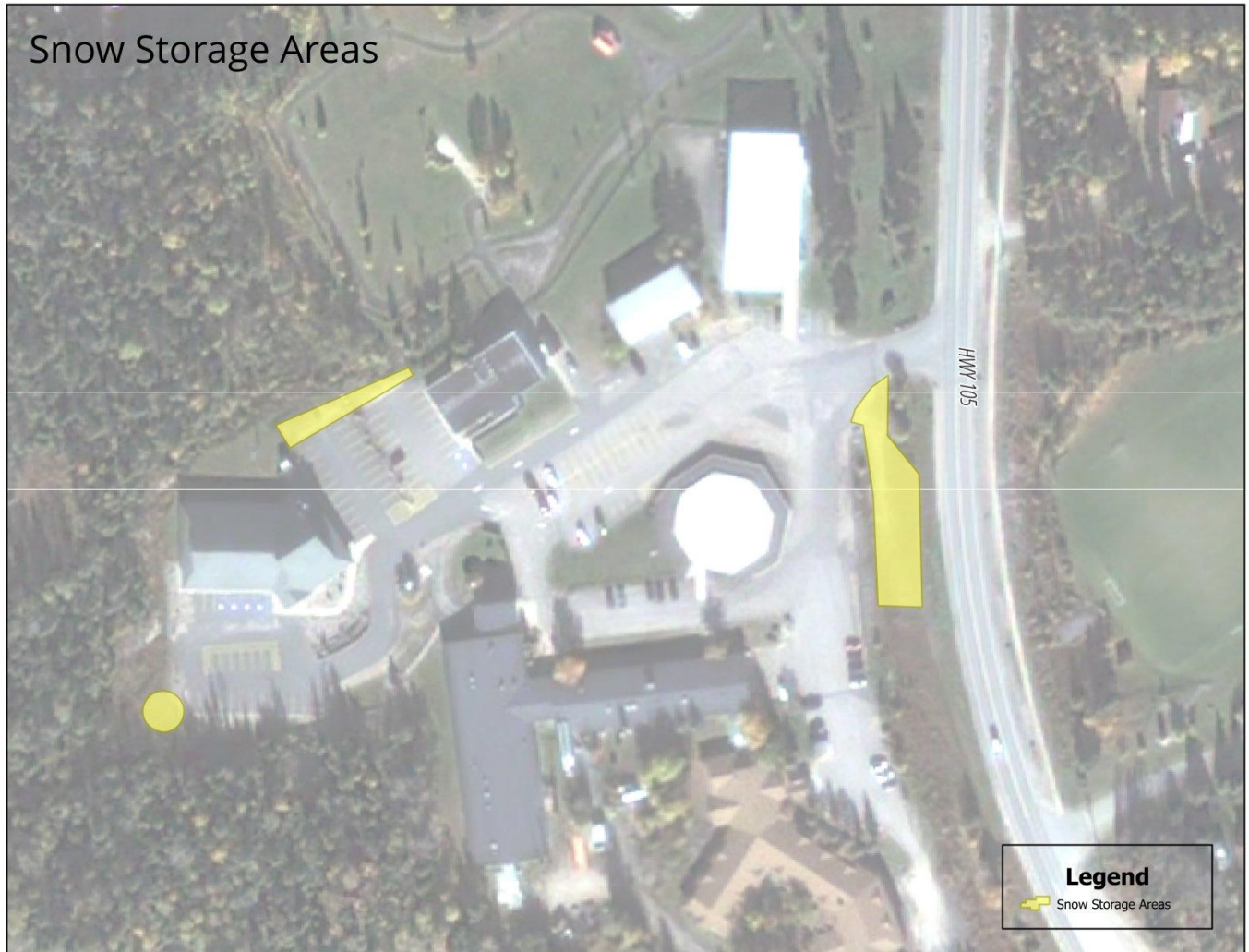
A list of all proposed subcontractors must be provided, and approval must be obtained from the Municipality before the contract is finalized. The Municipality reserves the right to reject any subcontractors deemed unsuitable.

[End of Part 4]

APPENDIX A – SNOW CLEARING AREAS



APPENDIX B – SNOW STORAGE AREAS



APPENDIX C – MOTORIZED EQUIPMENT LIST

Type of Equipment	Make/Model/Year

APPENDIX D – 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 bid document and must be submitted with the originally distributed bid 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 E – SUBMISSION FORM



Invitation to Tender (ITT) Title:

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 F – 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 H (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 3.16 of the ITT and confirms:

☐ No actual or potential Conflict of Interest exists

☐ A Conflict of Interest does exist – please complete and submit the Conflict of Interest Disclosure Form (available on the municipal website or by contact the ITT contact)

6. Disclosure of Information

The Bidder agrees that any information provided in this bid, 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 bid 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 G – ACKNOWLEDGEMENT OF ADDENDA



☐ I/We confirm that we submitted the Registration Form (Appendix D) 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 H – 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 provide per-call-out pricing for each of the following service types:
- Snow Control / Plowing Measures
 - Ice Control / Sand/Salt Measures

Pricing must be submitted for both Year 1 (2025-2026 season) and Year 2 (2026-2027 optional extension), using the Pricing Table provided below. These values will be used to calculate the total evaluated bid price.

- 1.3 The contract is for the 2025-2026 winter season, with the option to extend for one additional year upon mutual agreement. Bidders must submit pricing for both Year 1 and Year 2. Pricing for both years will be evaluated as part of the total bid price to ensure fairness and long-term value.

Year 2 pricing, if accepted by the Municipality, must be honoured by the Contractor. If the Contractor declines to perform the second term under the submitted Year 2 pricing, they will be ineligible to submit a bid for any future municipal tenders for winter maintenance operations at the Red Lake Margaret Cochenour Memorial Hospital issued for the 2026-2027 season.

- 1.4 The Municipality may reject any bid that fails to follow the pricing instructions, omits required information, or proposes pricing that is unreasonably high or low in relation to the scope of work.

2. Evaluation of Pricing

Pricing will be evaluated based on the combined total cost of Year 1 and Year 2, for both Snow Control and Ice Control Services, using the per-call-out rates provided by the Bidder in the table below.

No assumptions will be made regarding the number of call-outs. The Bidder offering the lowest combined total per-call-out price will be considered the lowest compliant bidder, subject to all other evaluation criteria and submission requirements.

3. Required Pricing Information

Description	Unit	Rate (excl. HST)	HST	Total (incl. HST)
Year 1 – Snow Control / Plowing	Per Call-Out	\$	\$	\$

Invitation to Tender
18-2025 Winter Maintenance Operations at RLMCMH

Year 1 – Ice Control / Sand-Salt Only (no plowing)	Per Call-Out			
Year 2 – Snow Control / Plowing	Per Call-Out	\$	\$	\$
Year 2 – Ice Control / Sand-Salt Only (no plowing)	Per Call-Out			

Definitions for Pricing Categories

Snow Control / Plowing Measures includes the full removal of accumulated snow through plowing, as well as the application of salt or sand/salt mixture for ice control in conjunction with plowing activities.

Ice Control / Sanding-Salting Only (No Plowing) includes the application of salt or sand/salt mixture without any plowing.

[End of Appendix H]

APPENDIX I – SNOW REMOVAL AND DEICING DAILY LOG

Snow and Ice Control Daily Log (to be submitted with monthly invoice)							
Red Lake Margaret Cochenour Memorial Hospital, Red Lake Pharmacy, Red Lake Clinic 51 ON-105, Red Lake, Ontario							
Operator – initials							
Start Time							
End Time							
Direction from Municipality (circle)	Snow Control Ice Control	Snow Control Ice Control	Snow Control Ice Control	Snow Control Ice Control	Snow Control Ice Control	Snow Control Ice Control	Snow Control Ice Control
Work Performed as follows							
Clearing of snow from:		Indicate Y for Yes; N for No					
Entrances							
Exits							
Fire Routes							
Parking Lots							
Clearing of ice from:		Indicate Y for Yes; N for No					
Entrances							
Exits							
Fire Routes							
Parking Lots							
Access Blocked?		Indicate Y for Yes; N for No					
Entrances							
Exits							
Fire Routes							
Parking Lots							
Operator Notes:							

APPENDIX J – AGREEMENT

DO NOT SIGN THIS AGREEMENT – IT IS INCLUDED FOR INFORMATION ONLY



This Agreement (“Agreement”) is made as of [Date], by and between:

The Corporation of the Municipality of Red Lake (the “Municipality”), located at 2 Fifth St, Balmertown, ON;
and

[Contractor Name], with a principal place of business at [Contractor Address] (the “Contractor”).

1. Agreement Documents

- 1.1 This Agreement is made pursuant to ITT 18-2025 – Winter Maintenance Operations for Red Lake Margaret Cochenour Hospital, issued by the Municipality on [ITT Issue Date].
- 1.2 The following documents, collectively referred to as the “Agreement Documents”, form an integral part of this Agreement:
 - The ITT, including all appendices, addenda, and clarifications issued by the Municipality;
 - The Contractor’s submission, dated [Bid Date], as may be further negotiated and agreed upon by the parties;
 - Any other written agreements, amendments, or modifications signed by both parties.
- 1.3 In the event of a conflict between the Agreement Documents, the order of precedence shall be:
 1. This Form of Agreement;
 2. The ITT and its Terms & Conditions;
 3. The Contractor’s submission.

2. Scope of Work and Deliverables

- 2.1 The Contractor shall provide Services as described in Part 4 of the ITT (ITT Particulars), subject to any agreed-upon modifications outlined in this Agreement.
- 2.2 The Contractor shall perform all obligations with due diligence, professional skill, and in compliance with applicable laws, regulations, and municipal requirements.
- 2.3 The Contractor shall ensure that only operators who meet the driver qualifications set out in the ITT are assigned to perform work under this Agreement. The Municipality reserves the right to reject or remove any operator not meeting these requirements.
- 2.4 The Municipality reserves the right to request reasonable adjustments to the Deliverables, provided such requests are within the general scope of the ITT and agreed upon by both parties.

3. Term of Agreement

- 3.1 The Agreement shall commence on November 1, 2025 and remain in effect until April 30, 2026 (the “Initial Term”).
- 3.2 The Municipality reserves the option to extend the Agreement for an additional one-year term (November 1, 2026 to April 30, 2027), subject to mutual agreement and under the Year 2 pricing submitted in the Contractor’s bid.

- 3.3 If the Municipality exercises the option to extend and the Contractor declines to perform the second term at the bid price, the Contractor shall be ineligible to submit a bid for any future tenders related to winter maintenance operations at the Red Lake Margaret Cochenour Memorial Hospital for the 2026-2027 winter season. This restriction shall not apply to tenders issued for subsequent years.
- 3.4 This Agreement remains in effect until its expiration, termination, or replacement by a subsequent agreement.

4. Pricing and Payment

- 4.1 Pricing shall be as per the Contractor's submitted pricing in Appendix H of the ITT, including both Year 1 and Year 2 per-call-out rates.
 - 4.1.1 The Municipality will notify the Contractor by July 1, 2026 if it wishes to extend the contract into Year 2. The Contractor must confirm acceptance within ten (10) business days of receiving such notice.
- 4.2 The Municipality shall pay the Contractor following satisfactory completion of services and upon submission of an itemized invoice, which must include a log of all completed call-outs as required under the contract.
- 4.3 The Municipality reserves the right to withhold or adjust payments if the Contractor fails to meet contractual obligations.

5. Termination

- 5.1 The Municipality may terminate this Agreement for cause if the Contractor fails to meet its obligations under the Agreement and does not remedy the issue within the applicable time period as follows:
 - 5.1.1 For operational or performance-related failures that pose a risk to public safety or prevent the Municipality from meeting service level expectations (e.g. failure to meet required response timelines or maintain safe site conditions), the Contractor must remedy the issue within two (2) hours of receiving notice from the Municipality.
 - 5.1.2 For administrative, reporting, or non-critical contractual breaches, the Contractor must remedy the issue within ten (10) business days of written notice.

Failure to resolve the issue within the applicable cure period may result in immediate termination of the Agreement at the sole discretion of the Municipality.

- 5.2 The Municipality may terminate the Agreement for convenience by providing ten (10) days' written notice, subject to payment for services performed up to the termination date.

6. General Provisions

- 6.1 Confidentiality: Both parties shall maintain the confidentiality of any proprietary or sensitive information obtained during the execution of this Agreement.
- 6.2 Indemnification: The Contractor shall indemnify and hold harmless the Municipality against any losses, claims, or damages resulting from the Contractor's performance or negligence, in accordance with the terms outlined in the ITT.
- 6.3 Force Majeure: Neither party shall be liable for delays caused by events beyond their control, including natural disasters, government actions, or labor disputes.
- 6.4 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

APPENDIX K – SUBMISSION CHECKLIST

- ☐ Submission Form (Appendix E)
- ☐ Statement of Understanding and Declaration (Appendix F)
- ☐ Acknowledgement of Addenda (Appendix G)
- ☐ Conflict of Interest Form – if applicable
- ☐ Subcontractor Disclosure Form – if applicable
- ☐ Pricing Form (Appendix H)
- ☐ Motorized Equipment List (Appendix C)
- ☐ Applicable Licenses and/or Certifications