



Request for Proposal For HVAC RTU for Community Center

Request for Proposal No.: 17-2025

Issued: Tuesday June 3, 2025

Deadline to Submit Questions: Friday June 20, 2025

Submission Deadline: Friday July 4, 2025 at 2:00pm CST (local time)

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

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

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 Proponents

This Request for Proposal (the “RFP”) is an invitation by the Corporation of the Municipality of Red Lake (the “Municipality”) to prospective proponents to submit proposals for an HVAC RTU for the Recreation Center as further described in Part 4 of the RFP.

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

1.3 RFP Contact

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

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

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

1.4 Questions and Addenda

Any questions regarding this RFP must be submitted in writing to the RFP Contact by the Deadline for Questions as stated in the RFP Timetable (Section 1.6).

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

1.5 Type of Contract for Deliverables

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

1.6 RFP Timetable

| | |
|-------------------------------------|------------------------|
| Issue Date of RFP: | Tuesday June 3, 2025 |
| Site Visit / Pre-Bid Meeting: | Tuesday June 17, 2025 |
| Deadline for Questions: | Friday June 20, 2025 |
| Deadline for Issuing Addenda: | Thursday June 26, 2025 |
| Submission Deadline: | Friday July 4, 2025 |
| Anticipated Execution of Agreement: | July 2025 |

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

1.7 Site Meeting (if deemed applicable by the Municipality)

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

Tuesday June 17, 2025 at 9:00am

At the Red Lake Community Center at 10 Hammell Rd, Red Lake, On.

Attendance at the site meeting is mandatory. Proponents must attend to familiarize themselves with site conditions and the scope of work. Any questions arising from the site meeting must be submitted in writing to the RFP Contact. Proposals from proponents who do not attend will be disqualified.

1.8 Submission of Proposals

All proposals must be submitted in the following method:

Electronically: Via the Municipality's official procurement portal at www.redlake.ca/document-submission-portal/

- Electronic submissions must be received prior to 2:00pm local time (Central Standard Time) on the closing date.
- Proposals shall be submitted in PDF format where feasible to ensure compatibility and document integrity.

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

1.9 Proposal Submission Requirements

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

1.10 Amendment of Proposals

Updated proposals may only be submitted prior to the submission deadline as specified in Section 1.6, RFP Timetable. Proposals submitted after this deadline will not be accepted.

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

1.11 Withdrawal of Proposals

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

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

1.12 Opening of Proposals

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

[End of Part 1]

PART 2 – EVALUATION, ACCEPTANCE AND EXECUTION.

2.1 Stages of Evaluation

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

2.2 Stage I - Mandatory Submission Requirements

Proposals will be reviewed to ensure they meet all mandatory submission requirements, including all required forms, documentation, and deadlines. Proposals failing to comply with these requirements by the Submission Deadline will be disqualified.

2.3 Stage II – Weighted Criteria

The Municipality will evaluate each qualified proposal on the basis of the weighted criteria as set out in the RFP Particulars (Part 4).

2.4 Instructions on How to Provide Pricing

2.4.1 All pricing must be provided in Canadian funds and shall include all applicable duties, tariffs, and taxes, except for HST, which should be itemized separately. Prices must be all-inclusive, covering labour, materials, travel, transportation, insurance, delivery, installation, pre-delivery inspection, and any other overhead costs.

2.4.2 The Municipality requires that all pricing follow the Incoterm specified in the RFP Particulars (Part 4). If no Incoterm is stated, the default shall be DDP Red Lake, ON (Delivered Duty Paid). Any deviations from this must be clearly identified in the submission and may affect evaluation.

2.5 Ranking of Proponents

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

2.6 Contract Negotiation

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the Municipality or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement.

Negotiations may include requests by the Municipality for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Municipality for improved pricing or performance terms from the proponent.

2.7 Time Period for Negotiations

The Municipality intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the Municipality invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in the RFP Particulars (Part 4), provide requested information in a timely fashion and conduct its negotiations expeditiously.

The selected proponent will be notified in writing and must confirm acceptance within ten (10) business days. If the proponent fails to confirm acceptance, the Municipality may proceed with another proponent or cancel the RFP.

2.8 Failure to Enter into Agreement

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

2.9 Reserved Rights of the Municipality

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

[End of Part 2]

PART 3 – GENERAL RFP TERMS AND CONDITIONS

GENERAL INFORMATION AND INSTRUCTIONS

3.1 Proponents to Follow Instructions

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

3.2 Proposals in English

All submitted proposals are to be in English only.

3.3 No Incorporation by Reference

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

3.4 Information in RFP only an Estimate

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

3.5 Proponents to Bear Their Own Costs

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

3.6 Indemnification

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

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

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

3.7 Proposal to be Retained by the Municipality

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

3.8 No Guarantee of Volume of Work or Exclusivity of Contract

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

COMMUNICATIONS AFTER ISSUANCE OF RFP

3.9 Proponents to Review RFP

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

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

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

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

3.10 All New Information to Proponents by Way of Addenda

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

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

NOTIFICATION AND DEBRIEFING

3.13 Notification to Other Proponents

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

3.14 Debriefing

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

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

CONFLICT OF INTEREST AND PROHIBITED CONDUCT

3.15 Conflict of Interest

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

3.16 Disclosure Requirements

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

3.17 Disqualification for Conflict of Interest

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

3.18 Professional Operations

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

3.19 Disqualification for Prohibited Conduct

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

3.20 Proponent Not to Communicate with Media

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

3.21 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Municipality; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.22 Past Performance or Past Conduct

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

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

CONFIDENTIAL INFORMATION

3.23 Confidential Information of the Municipality

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

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

3.24 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Municipality. The confidentiality of such information will be maintained by the Municipality, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisors retained by the Municipality to assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

PROCUREMENT PROCESS

3.25 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the Municipality's Procurement By-law, applicable trade agreements, and public sector procurement law in Ontario. For greater certainty and without limitation:

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

3.26 No Contract Until Execution of Written Agreement

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

3.27 Non-binding Price Estimates

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

3.28 Cancellation

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

SUBCONTRACTING & THIRD PARTY SUPPLIERS

3.29 Disclosure of Subcontractors and Suppliers

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

3.30 Proponent's Responsibility for Subcontractors

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

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

3.31 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.

3.32 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

3.33 Interpretation of Terms and Conditions

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

3.34 Governing Law

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

3.35 Compliance with Laws and Regulations

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

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

3.36 Permits and Authorizations

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

3.37 Municipality's Right to Verify Compliance

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

[End of Part 3]

PART 4 – RFP PARTICULARS

4.1 Background

The Red Lake Community Centre is a central recreational hub for residents of the Municipality of Red Lake. The facility's current HVAC system consists of an aging rooftop unit working in conjunction with a natural gas boiler for heating. The existing unit is aging and no longer meets efficiency or performance expectations. The Municipality is undertaking a replacement project to ensure continued energy efficiency, occupant comfort, and system reliability.

4.2 Scope of Work

The successful Proponent will provide all materials, labour, and equipment necessary to supply, install, and commission a new high-efficiency rooftop HVAC unit. This includes:

4.2.1 Supply

- Recommendation and supply of a rooftop unit approved for use in Ontario and sized appropriately for the building
- Unit must integrate with existing ductwork without major modifications
- Specifications must include efficiency ratings, warranty details, and compatibility

4.2.2 Installation

- Safe removal and offsite disposal of the existing unit, including refrigerant evacuation by certified personnel
- All energy sources must be properly locked and tagged out during removal and installation, in accordance with applicable electrical and mechanical safety regulations
- Installation of the new unit including mechanical and electrical connections
- Roof repairs, if required due to removal or installation work
- Replacement of existing thermostats with programmable models

4.2.3 Commissioning

- System testing, balancing, and verification of all safety and operational functions
- Coordination and completion of all required inspections

4.2.4 Documentation & Training

- Provision of one (1) hardcopy and electronic manuals, electrical schematics, and installation diagrams
- On-site training session for Municipal staff on operation and maintenance of the new unit

The successful Proponent is fully responsible for the health and safety of all personnel under their control while on-site and must ensure compliance with all applicable legislation, including the Occupational Health and Safety Act. The Proponent shall maintain a safe and secure work area for the duration of the project and take all necessary precautions to protect Municipal staff, facility users, and the public.

The successful Proponent must implement appropriate safety measures – including signage, barricades, and restricted access zones – to ensure the safety of the public, Municipal staff, and Community Center users during rooftop and mechanical work.

4.3 Deliverables

The successful Proponent will be responsible for providing the following deliverables as part of the contract:

- High-efficiency rooftop HVAC system fully installed and operational
- New programmable thermostats, installed and operational
- Operation and maintenance manuals (1 hard copy & 1 digital)
- Electrical schematics and as-built installation diagrams
- Manufacturer and installer warranties
- Inspection certificates and commissioning report
- Proof of system balancing and safety testing
- Staff training session (minimum 1 hour) to cover operation and maintenance of unit

4.4 Material Disclosures

The Municipality of Red Lake provides the following material disclosures to ensure all proponents are fully informed when preparing their proposals:

4.4.1 Existing infrastructure

The existing rooftop HVAC unit is located on a flat roof with limited rooftop access. The unit is connected to a duct system that must remain in place and be reused. Electrical service and gas connections currently support the existing configuration.

4.4.2 Roof Access and Condition

Access to the rooftop is available via an interior ladder. Proponents are responsible for reviewing site conditions. While the roof is in good condition, any damage caused during removal or installation must be repaired by the successful proponent at no additional cost to the Municipality.

4.4.3 Refrigerant Removal and Disposal

The existing unit contains refrigerant which must be removed offsite by certified personnel in accordance with government regulations. No refrigerant disposal services will be provided by the Municipality.

4.4.4 Disposal of Existing Unit

The existing HVAC unit must be removed and transported to the Municipal Transfer Station. No tipping fees will apply, but removal and transportation logistics are the responsibility of the successful proponent.

4.4.5 Operational Schedule

The Community Center remains operational during daytime hours. Coordination of work must minimize disruption to facility activities and be scheduled accordingly.

The Community Center hours are as follows:

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|------------------|--------------|
| Monday to Friday | 8 am - 9 pm |
| Saturday | 12 pm - 8 pm |
| Sunday | 1 pm - 8 pm |

4.4.6 Timeline Considerations

Project timelines are contingent on Council award and seasonal weather conditions. Proponents must include realistic timelines when submitting their proposal.

4.4.7 Utilities and Permits

The successful Proponent is responsible for coordinating all necessary inspections and permits. Proof of completion must be submitted prior to final payment. The Municipality will not be responsible for any utility disconnections or reconnections related to installation. At completion of project, unit and system must be operational with no additional work to be performed.

4.5 Mandatory Submission Requirements

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

| | Name | Location | Description |
|-------|---|------------|--|
| 4.5.1 | Submission Form | Appendix B | A completed and signed Submission Form, including the proponent's legal name, contact information, and confirmation of their intent to be bound by the terms of the RFP. |
| 4.5.2 | Statement of Understanding and Declaration Form | Appendix C | A signed declaration confirming the proponent has reviewed all RFP documents, understands the scope of work, and is not in breach of any conflict of interest or collusion prohibitions. |
| 4.5.3 | Acknowledgement of Addenda Form | Appendix D | Signed acknowledgement confirming receipt and review of all addenda issued during the RFP process. If no addenda were issued, a signed form must still be submitted noting as such. |
| 4.5.4 | Conflict of Interest Form | Appendix E | Required only if applicable. Proponents must declare any actual or perceived conflicts of interest and provide a plan to manage or mitigate such conflicts. |
| 4.5.5 | Subcontractor Disclosure Form | Appendix F | Required only if applicable. Proponents must disclose all subcontractors intended to be used for the project, including the scope of work they will perform, and confirm that each holds the necessary licenses and qualifications. |
| 4.5.6 | Proposal | | Proponents must provide a detailed breakdown of the proposed rooftop HVAC system including: <ul style="list-style-type: none"> • Make, model, and technical specifications of the proposed unit as well as the programmable thermostats • An explanation of why the above mentioned unit(s) were selected • Compliance with energy efficiency and Ontario code requirements • Warranty terms (manufacturer and installer) • A detailed project schedule identifying key milestones (e.g. ordering, delivery, installation, inspections, commissioning, etc.) • Any anticipated challenges and how they will be mitigated • Confirmation that all work will be performed in accordance with applicable codes and by licensed personnel |
| 4.5.7 | Experience | | Proponents must demonstrate their relevant experience by providing: |

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|--------|----------------------------|--|---|
| | | | <ul style="list-style-type: none"> • A brief overview of their organization and years in operation • A description of at least two (2) projects of similar size and scope • Roles and qualifications of key personnel proposed for this project, with emphasis on those overseeing installation and commissioning |
| 4.5.8 | Qualifications & Licenses | | <p>Proponents must provide proof of relevant and current licenses and certifications required to perform the work in Ontario. These may include, depending on the scope assigned:</p> <ul style="list-style-type: none"> • Refrigeration and Air Conditioning Systems Mechanic (313A) license • Gas technician license • Electrical Contractor Registration <p>Where applicable, subcontractors may fulfill these requirements. Subcontractor details must be disclosed in Appendix F.</p> |
| 4.5.9 | Capacity and Resources | | <p>Proponents must provide proof of having the necessary resources to complete the project on time and to specification. This includes:</p> <ul style="list-style-type: none"> • A list of personnel available for the project, their roles, and availability during the proposed schedule • Any reliance on subcontractors and the roles they will play (also to be disclosed in Appendix F) <p><i>Note: If substitutions to identified personnel or subcontractors are necessary after award, the Municipality must be notified in writing. All proposed replacements are subject to approval and must possess qualifications equal to or greater than those originally proposed. The proponent remains fully responsible for all assigned staff and subcontractor performance.</i></p> |
| 4.5.10 | Health & Safety Compliance | | <p>Proponents must demonstrate compliance with Ontario health and safety regulations. This includes:</p> <ul style="list-style-type: none"> • A valid WSIB Clearance Certificate • Confirmation that all personnel assigned to the project have received safety training appropriate to their roles, including proof of Work at Heights training for those accessing the rooftop • A signed statement confirming adherence to the Occupational Health and Safety Act and all applicable safety standards during the project |

4.6 Pre-Conditions of Award

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

| | Item | Description |
|-----|--|--|
| 6.1 | Commercial General Liability Insurance | <p>The selected proponent must provide a Certificate of Insurance (COI) naming the Municipality of Red Lake as an additional insured party. The COI must demonstrate proof of general liability insurance with a minimum coverage of \$5,000,000, inclusive, for bodily injury, death, and property damage, including loss of use of property.</p> <p>All required insurance coverage must be maintained throughout the term of the contract and endorsed to provide the Municipality with at least thirty (30) days' advance written notice of cancellation or material change.</p> |
| 6.4 | Work Schedule and Mobilization Plan | <p>A finalized work schedule and mobilization plan must be submitted, outlining the order date, project start date, and expected completion timeline. The plan must be submitted and approved by the Municipality before the contract is awarded.</p> |
| 6.5 | Subcontractor Approval (if applicable) | <p>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.</p> |

4.7 Weighted Criteria

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

| Criteria Category | Description | Weight |
|-------------------------------|--|---------------|
| Proposed Solution | Evaluation of the proposed rooftop HVAC unit, including energy efficiency, technical specifications, warranty terms, and compatibility with existing infrastructure. | 25% |
| Pricing | Total cost, including unit, labour, removal/disposal, roof repairs, inspections, and all fees; transparency of cost breakdown and value for money. | 25% |
| Experience and Qualifications | Demonstrated track record with similar RTU HVAC installations, strength of key personnel, and relevance of licenses/certifications. | 20% |
| Health & Safety Compliance | Submission of Required safety documentation (WSIB, training, safety policy), and demonstrated commitment to jobsite safety and OHSA compliance. | 15% |
| Schedule & Mobilization | Clarity, realism and completeness of the project timeline and mobilization plan. | 15% |
| Total | | 100% |

[End of Part 4]

APPENDIX A – REGISTRATION PAGE

PRE-SUBMISSION ONLY – DO NOT INCLUDE WITH PROPOSAL



REGISTRATION FORM

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

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

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

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

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

APPENDIX B – SUBMISSION FORM



Request for Proposal Title:

Closing Date and Time:

| | |
|--|--|
| Please fill out the following form, naming one (1) person to be the bidder's contact for the RFP process and for any clarifications that may be necessary. | |
| Legal Name of Proponent | |
| Operating Name (if different) | |
| Mailing Address | |
| Phone Number | |
| Email Address | |
| HST Number (if applicable) | |
| Authorized Contact Name & Title | |

Signature

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

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

APPENDIX C – STATEMENT OF UNDERSTANDING

I am the _____ (insert title) of the Proponent. I declare and confirm the following on behalf of the proponent:

1. Acknowledgement of RFP and Policies

The Proponent has carefully reviewed the Request for Proposal (RFP) and the Municipality's applicable procurement policies. The Proponent fully understands the requirements and has had sufficient opportunity to seek clarification on any aspect of the RFP.

2. Acknowledgement that the RFP Governs the Process

The Proponent acknowledges that the procurement process will be governed solely by the terms and conditions set out in this RFP and conducted in accordance with the Municipality's Procurement By-law and applicable trade agreements.

3. Non-Binding Procurement Process

The Proponent acknowledges that this RFP process does not constitute a legally binding bidding process. No legal relationship or obligation regarding the procurement of any goods or services will be created unless and until the Municipality and the Proponent execute a written agreement.

4. Ability to Provide Deliverables

The Respondent confirms that it has the necessary experience, resources, personnel, and capacity to provide the Deliverables in accordance with the RFP requirements.

5. Proposal Validity

The Proponent agrees that this Proposal, including all pricing and terms, shall remain valid and open for acceptance by the Municipality for a period of 90 calendar days from the Submission Deadline. The Proponent understands that pricing is non-binding on the Municipality and that this validity period applies solely to the Proponent's offer and its availability for potential negotiations, if selected.

6. Acknowledgment of Addenda

The Proponent acknowledges that it has read, considered, and incorporated all addenda issued by the Municipality up to the Deadline for Issuing Addenda.

7. Conflict of Interest Declaration

The Proponent has reviewed the Conflict of Interest clause in Section 3.15 of the RFP. The Proponent declares that **(check one box below)**:

☐ No actual or potential Conflict of Interest exists

☐ A Conflict of Interest does exist – please complete and submit Appendix E – Conflict of Interest Declaration Form

8. No Prohibited Conduct

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

9. Disclosure of Information

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

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

10. Public Disclosure of Award

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

11. Authorization to Bind the Proponent

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

Signature

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

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

APPENDIX D – ACKNOWLEDGEMENT OF ADDENDA



☐ I/We confirm that we submitted the Registration Form (Appendix A) prior to submitting a Proposal, 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 Request for Proposal. The contents of all addenda are incorporated into our Proposal and will be considered part of any resulting contract, if awarded.

☐ Addendum No. _____ ☐ 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 RFP and confirm that all amendments, clarifications, and changes to scope have been incorporated into our Proposal.

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

APPENDIX E – CONFLICT OF INTEREST DECLARATION FORM



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

Details of Conflict

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

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

If additional space is required, please attach a separate page clearly referencing this appendix.

Signature

By signing below, I confirm that the information provided is true and complete to the best of my knowledge.

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



APPENDIX F – SUBCONTRACTOR DISCLOSURE FORM

| | |
|---------------------------------------|--|
| Project Name | |
| Project Number (if applicable) | |
| Name of Bidding Contractor | |
| Contact Name | |
| Email Address | |
| Date | |

| | |
|-------------------------|----------------------|
| FIRM NAME | DOLLAR AMOUNT |
| CATEGORY OF WORK | |

| | |
|-------------------------|----------------------|
| FIRM NAME | DOLLAR AMOUNT |
| CATEGORY OF WORK | |

| | |
|-------------------------|----------------------|
| FIRM NAME | DOLLAR AMOUNT |
| CATEGORY OF WORK | |

| | |
|-------------------------|----------------------|
| FIRM NAME | DOLLAR AMOUNT |
| CATEGORY OF WORK | |

APPENDIX G – SUBMISSION CHECKLIST

- ☐ Cover Page / Submission Label (Appendix H), optional
- ☐ Proposal Submission in requested format
- ☐ Submission Form (Appendix B)
- ☐ Statement of Understanding and Declaration Form (Appendix C)
- ☐ Acknowledgement of Addenda Form (Appendix D)
- ☐ Conflict of Interest Form (Appendix E) – if applicable
- ☐ Subcontractor Disclosure Form (Appendix F) – if applicable

APPENDIX H – COVER PAGE / SUBMISSION LABEL

COMPANY NAME:

Telephone: _____

The Corporation of the Municipality of Red Lake

P.O. Box 1000

2 Fifth St

Balmertown, ON

P0V 1C0

RFP – HVAC RTU for Recreation Center

MUNICIPAL USE ONLY:

RECEIVED BY: _____

DATE STAMPED: _____