



Invitation to Tender
For
Paving for 2025

Invitation to Tender No.: 18-2025

Issued: Friday August 1, 2025

Deadline to Submit Questions: Wednesday August 13, 2025

Submission Deadline: Wednesday August 27, 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

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Introduction

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

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

1.2 Invitation to Bidders

This Invitation to Tender (the "ITT") is an invitation by the Corporation of the Municipality of Red Lake (the "Municipality") to prospective bidders to submit tenders for ITT 13-2025 Paving for 2025, as further described in Part 5 – ITT Particulars.

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

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

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

1.3 ITT Contact

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

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

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

1.4 Type of Contract for Deliverables

The Municipality intends to issue a Purchase Order (referred to as "Contract B") with one (1) legal entity. The formation of Contract B will be subject to the Municipality's acceptance of a compliant Tender, with the Purchase Order serving as the formal instrument of agreement between the parties.

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1.5 ITT Timetable

Issue Date of ITT:	Friday August 1, 2025
Site Visit / Pre-Bid Meeting:	N/A
Deadline for Questions:	Wednesday August 13, 2025
Deadline for Issuing Addenda:	Friday August 15, 2025
Submission Deadline:	Wednesday August 27, 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 <https://www.redlake.ca/document-submission-portal/>
 - Electronic submissions must be received prior to 2:00pm Central Standard Time (local time in Red Lake) on the closing date.
 - Proposals 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.

1.8 Tender Submission Requirements

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

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.

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1.12 Amendment of Bids

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

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

1.13 Withdrawal of Bids

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

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

1.14 Bid Validity Period

Submitted Tenders remain valid for 60 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]

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PART 2 – EVALUATION, ACCEPTANCE AND EXECUTION.

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

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

2.2 Stage II – Mandatory Technical Requirements

Bids must meet all mandatory technical requirements, as specified in Part 5 of the ITT. Bids failing to meet these requirements by the Submission Deadline will be disqualified and not evaluated further.

2.3 Stage III - Pricing

Pricing will be evaluated on the total bid price, calculated by multiplying the unit prices provided by the Bidder in the Pricing Form (Appendix E) by the estimated quantities listed. The resulting total will be used for evaluation and comparison purposes.

The Municipality reserves the right to correct mathematical errors.

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

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

2.8 Reserved Rights of the Municipality

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

[End of Part 2]

PART 3 – GENERAL ITT TERMS AND CONDITIONS

GENERAL INFORMATION AND INSTRUCTIONS

3.1 Bidders to Accept Provisions & Follow Instructions

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

3.2 Bids in English

All submitted tenders are to be in English only.

3.3 No Incorporation by Reference

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

3.4 Information in ITT only an Estimate

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

3.5 Bidders to Bear Their Own Costs

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

3.6 Bid to be Retained by the Municipality

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

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

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

3.7 No Guarantee of Volume of Work or Exclusivity of Contract

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

3.8 Ownership of Deliverables

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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 5 of the ITT. 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

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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.

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3.21 Past Performance or Past Conduct

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

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

CONFIDENTIAL INFORMATION

3.22 Confidential Information of the Municipality

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

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

3.23 Confidential Information of Bidder

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

PROCUREMENT PROCESS

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

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

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

In particular:

- a) The Bidder is bound by the commitments and representation sin its Tender, including pricing, delivery, and proposed methodology;

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- 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 2.9), provided it acts in good faith and without breaching its duty of fairness under Contract A.

3.25 No Contract Until Execution of Written Agreement

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

3.26 Non-binding Price Estimates

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

3.27 Cancellation

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

SUBCONTRACTING & THIRD PARTY SUPPLIERS

3.28 Disclosure of Subcontractors and Suppliers

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

3.29 Bidder's Responsibility for Subcontractors

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

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

3.30 Changes to Subcontractors

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

3.31 Municipality's Right to Request Additional Information

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

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GOVERNING LAW AND INTERPRETATION

3.32 Interpretation of Terms and Conditions

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

3.33 Governing Law

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

3.34 Compliance with Laws and Regulations

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

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

3.35 Permits and Authorizations

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

3.36 Municipality's Right to Verify Compliance

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

3.37 Reserved Rights of the Municipality

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

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

[End of Part 3]

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PART 4 – SUPPLEMENTAL TERMS AND CONDITIONS

4.1 Reference to General Terms and Conditions

These supplemental Terms and Conditions are to be read in conjunction with the ITT General Terms and Conditions. In the event of conflict, the Supplemental Terms and Conditions shall take precedence, but only in relation to the specific subject matter addressed herein.

4.2 Incorporation by Reference

These Supplemental Terms and Conditions form part of the ITT and any resulting Agreement (Contract B). Submission of a compliant Tender constitutes acceptance of these terms as binding conditions under Contract A.

4.3 Specifications

The Contractor shall complete all work in accordance with the applicable Ontario Provincial Standard Specifications/Drawings (OPSS/OPSD), and any additional specifications and special provisions identified within this ITT. In the event of conflict between referenced standards and these documents, the stricter requirement shall apply.

4.4 Damage to Infrastructure

The Contractor shall be liable for the full cost of repair or replacement of any existing municipal or utility infrastructure damaged as a result of its operations, whether above or below ground. Repairs shall be completed to the satisfaction of the Municipality at the Contractor's expense.

4.5 Utility Locate Responsibility

The Contractor shall obtain all utility locates prior to commencing excavation or any other ground-disturbing activity. The Contractor is solely responsible for identifying and protecting all buried and overhead utilities. No additional compensation will be provided for work delays caused by late locates.

4.6 Protection of Existing Structures

The Contractor shall ensure that paving and construction activities do not impeded access to existing infrastructure, including but not limited to maprotect all curbs, sidewalks, driveways, landscape features, structures, and other property adjacent to the Work. Any damage caused by the Contractor or its subcontractors shall be restored to pre-existing condition or better, at no cost to the Municipality.

4.7 Access to Underground Infrastructure

The Contractor shall ensure that paving and construction activities do not impede access to existing infrastructure, including but not limited to manholes, catch basins, valves, and storm or sanitary sewer structures. All surface features must remain accessible, and frame and cover adjustments shall be coordinated with the Municipality. Any obstruction or improper coverage of such infrastructure shall be corrected at the Contractor's expense.

4.8 Site Restoration

The Contractor shall restore any and all disturbed areas to their pre-existing condition or better, to the satisfaction of the Municipality. All restoration work shall be considered incidental to the Contract and included in the unit or lump sum pricing. No separate payment shall be made for cleanup, restoration, or removal of debris.

4.9 Access to Residences & Businesses

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The Contractor shall maintain access to all properties adjacent to the worksite at all times. Where paving or other work temporarily limits access, the Contractor shall restore driveway or walkway access at the end of each workday using suitable temporary measures.

4.10 Emergency Access

The Contractor shall maintain clear access for emergency vehicles at all times. Failure to do so may result in the suspension of work and assessment of damages by the Municipality.

4.11 Interruption of Services

Any planned interruption to driveway, sidewalk, water, or road access shall be approved in advance by the Municipality.

4.12 Traffic Control

The Contractor shall be responsible for all traffic control measures in accordance with OTM Book 7 and OPSS 706. The Contractor shall supply all signage and personnel at its own cost.

4.13 Hours of Work

The Contractor shall perform work only during the approved working hours of 7:00 am to 7:00 pm, Monday to Friday, excluding statutory holidays. Weekend or after-hours work requires prior written approval by the Municipality.

4.14 Change Orders

No additions, deletions, or modifications to the Work of the Contract Price shall be made unless authorized by a written Change Order issued by the Municipality. The contractor shall not proceed with any changes to the Work, including additional work, substitutions, or scope reductions, without prior written approval by the Municipality.

Any work performed by the Contractor outside the original scope, without an executed Change Order, shall be at the Contractor's sole risk and expense. The Municipality shall have no obligation to pay for unauthorized work, materials, labour, or costs incurred.

Claims for extras, time extensions, or substitutions shall not be considered unless initiated and approved through this process.

4.15 Testing Responsibility

HL-4 shall be supplied and placed by the Contractor in accordance with OPSS 310. The Municipality reserves the right to request testing at the contractor's expense.

4.16 Safety and Protection of the Work and Property

For the purposes of this project, the Contractor is assigned the role of Prime Contractor for the Work Site(s) and is responsible for ensuring compliance with the Occupational Health and Safety Act and Occupational Health and Safety Regulations by all employers and employees on the Work Site.

4.17 Disposal of Waste Materials

The Contractor shall dispose of all waste materials at the Red Lake Waste Transfer Station. The Municipality will waive all tipping or disposal fees for project-related materials. The Contractor remains responsible for all handling, loading, hauling, and scheduling associated with disposal. Only material generated under this Contract may be disposed of under this provision.

4.18 Notice of Project

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The Contractor shall be responsible for submitting the Notice of Project to the Ministry of Labour in accordance with the Occupational Health and Safety Act and related regulations. A copy of the submitted Notice shall be provided to the Municipality prior to the commencement of any on-site Work.

4.19 Mandatory Site Visit Prior to Work

Prior to mobilization, the Contractor shall conduct a site visit to each location identified in the Scope of Work. This site visit shall be used to confirm site conditions, assess access and staging requirements, and identify any potential issues. No additional compensation will be provided for conditions that could have reasonably been observed during this review.

4.20 Provisional Work

The Municipality reserves the right to direct the Contractor to perform additional Work identified in the Contract Documents as *Provisional Items*, subject to the Municipality's sole discretion and available budget. Provisional Work shall not be executed without prior written authorization from the Municipality. Where authorized, such Work shall be completed in accordance with all applicable specifications and at the unit prices provided in the Pricing Form.

Execution of any Provisional Item shall not entitle the Contractor to claim for extras, changes in scope, or delay, unless such impacts are separately addressed through a written Change Order in accordance with Section 4.14.

[End of Part 4]

PART 5 – ITT PARTICULARS

5.1 Background and Intent

The Municipality of Red Lake is seeking a qualified contractor to complete roadway infrastructure improvements on several designated municipal roads as part of its 2025 paving program. The intent of this tender is to secure a contractor to perform all necessary labour, equipment provision, and surface preparation required to complete fine grading, asphalt paving, and shouldering operations. This work will improve surface condition, public safety, and long-term road durability.

The project includes work on McManus Road and Transfer Station Road. Rahill Beach Road is included as a provisional item, subject to available funding. Pavement thickness and road widths vary, as detailed in the Scope of Work. All work must be completed to meet or exceed municipal and provincial standards, with project completion required by October 15, 2025.

5.2 Scope of Work

The scope of work includes the following:

1	McManus Road <ul style="list-style-type: none"> • Fine grade existing road base to a uniform grade and 2% cross fall. • Pave with 50mm HL-4 asphalt, 8 meters wide by 236 meters long. • Provide shouldering using a shoulder spreader machine. • Immediately remove excess granular material from asphalt surface by power broom or other non-damaging means • Perform final cleanup of the work area, ensuring the site is left in a safe, acceptable condition to the satisfaction of the Municipality.
2	Transfer Station Road <ul style="list-style-type: none"> • Remove existing asphalt surface • Fine grade existing road base to a uniform grade and 2% cross fall. • Pave with 100mm of HL-4 asphalt, 8 meters wide by 291 meters long. • Provide shouldering using a shoulder spreader machine. • Remove granular material left on the asphalt surface using a power broom or other non-damaging method. • Perform final cleanup of the work area, ensuring the site is left in a safe, acceptable condition to the satisfaction of the Municipality.

The Contractor shall be responsible for the removal and disposal of all waste materials generated from the Work. All such materials shall be disposed of at the Red Lake Waste Transfer Station, where tipping fees will be waived for this project. The Contractor shall coordinate access with the Municipality and ensure all waste is disposed of in a lawful and environmentally responsible manner.

In addition to the base scope of work, the Municipality is considering a provisional component of work, which may be awarded at the discretion of the Municipality, subject to available budget. This provisional work must be priced separately in the Form of Tender.	
Provisional	Rahill Beach Road <ul style="list-style-type: none"> • Fine grade existing road base to a uniform grade and 2% cross fall. • Pave with 50mm of HL-4 asphalt, 14 meters wide by 256 meters long. • Provide shouldering using a shoulder spreader machine.

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	<ul style="list-style-type: none">• Remove granular material left on the asphalt surface using a power broom or other non-damaging method.• Perform final cleanup of the work area, ensuring the site is left in a safe, acceptable condition to the satisfaction of the Municipality.
--	---

5.3 Deliverables

The successful bidder will be responsible for completing the following, in accordance with the Scope of Work:

- Supply all labour, equipment, and materials (excluding A gravel, which will be supplied by the Municipality) to complete paving and shouldering operations for each item listed.
- Completion of all specified asphalt removal, fine grading, paving, shouldering, and site-specific features (e.g swales, expansion joints).
- Final cleanup of all work areas, ensuring each site is left in a safe, acceptable condition to the satisfactory of the Municipality.
- Coordination with Municipal staff for scheduling, inspections, and approval of completed work.

5.4 Material Disclosures

- The Municipality will supply A gravel material for all job sites, as required.
- The contractor is responsible for all other materials, including asphalt.
- The contractor shall provide traffic control and ensure safe access to all sites for the duration of the work as per Book 7.
- Any granular material left on the asphalt surface must be removed immediately using a method that will not damage the pavement.
- All work must comply with applicable provincial and municipal construction standards, up to and including OHSA, Book 7, and the Construction Act
- The Municipality will conduct a final inspection of each completed site. Acceptance of work and release of final payment is contingent on written Municipal approval confirming that all contract requirements, including final cleanup, have been met.

5.5 MANDATORY TECHNICAL REQUIREMENTS

Each of the following technical requirements must be met for a bid to be considered compliant. Submissions that do not meet all mandatory requirements may be deemed non-compliant and disqualified from further consideration.

5.5.1 Experience

Bidders must provide three (3) reference projects completed within the last 10 (10) years that are similar in scope and complexity to this project. Each reference must include:

- Project Name
- Client Name
- Project Duration
- Description of work performed; and
- Outcomes or successes (on-time delivery, under budget, etc.)

5.5.2 Supervisor Qualifications

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Bidders must identify a designated site supervisor with a minimum of five (5) years' experience in asphalt paving for municipal projects.

5.5.3 Capacity and Resources

Bidders must confirm access to all key equipment necessary to complete the work as specified, including at minimum: an asphalt paver, compaction roller, sweeper or power broom, and a should spreader, or equivalents.

5.6 Pricing Form

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

5.5 Mandatory Submission Requirements

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

Item	Location	Details
Submission Form	Appendix B	Must be completed and signed.
Statement of Understanding and Declaration Form	Appendix C	Signed confirmation of RFP review and compliance.
Acknowledgement of Addenda Form	Appendix D	Submit even if no addenda issued.
Conflict of Interest Form (if applicable)	Appendix F	Required only if applicable.
Subcontractor Disclosure Form	Appendix G	Required only if applicable.
Reference Projects	Section 5.5.1	See Section 5.5.1 for detailed requirements
Supervisor Qualifications	Section 5.5.2	See Section 5.5.2 for detailed requirements
Equipment Confirmation	Section 5.5.3	See Section 5.5.3 for detailed requirements
Pricing Form	Appendix E	Completed in full

5.6 Pre-Conditions of Award

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

5.6.1 Proof of Insurance

The successful Proponent shall, at its own expense, obtain and maintain the following insurance coverage for the duration of the Contract, and shall provide a Certificate of Insurance (COI) evidencing such coverage. All policies shall be primary and non-contributing with respect to any other insurance maintained by the Municipality, and shall be maintained in good

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standing and endorsed to provide the Municipality with no less than thirty (30) days' advance written notice of cancellation or material change.

Commercial General Liability Insurance: The successful Proponent shall carry Commercial General Liability Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate, inclusive of bodily injury, property damage, products and completed operations, and contractual liability. The policy must name The Corporation of the Municipality of Red Lake as an additional insured and include a waiver of subrogation in its favour.

Automobile Liability Insurance: Where vehicles are used in the performance of the work, the successful Proponent shall carry Automobile Liability Insurance in an amount not less than \$2,000,000, inclusive of bodily injury and property damage, covering all owned, leased, hired, or non-owned vehicles.

Equipment Floater Insurance: The successful Bidder shall maintain a Contractor's Equipment Floater policy covering equipment owned, leased, or rented and used in connection with the work, on a replacement cost basis and against all risks of direct physical loss or damage. The Municipality shall not be liable for loss or damage to contractor-owned equipment.

5.6.2 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.

5.6.3 Work Schedule and Mobilization Plan

A detailed work schedule and mobilization plan must be submitted, outlining the start date, key milestones, and expected completion timelines. The plan must be submitted and approved by the Municipality before the contract is awarded.

5.6.4 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 5]

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APPENDIX A – REGISTRATION PAGE

PRE-SUBMISSION ONLY – DO NOT INCLUDE WITH TENDER



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

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

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

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

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

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APPENDIX B – SUBMISSION FORM



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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	

APPENDIX C – STATEMENT OF UNDERSTANDING AND DECLARATION



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

1. Acknowledgment of Binding Procurement Process

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

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

2. Tender Pricing Commitment

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

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

3. Ability to Provide Deliverables

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

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

4. No Prohibited Conduct

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

5. Conflict of Interest Declaration

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

☐ No actual or potential Conflict of Interest exists

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

6. Disclosure of Information

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

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

Signature

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

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

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APPENDIX D – ACKNOWLEDGEMENT OF ADDENDA



☐ I/We confirm that we submitted the Registration Form (Appendix A) prior to submitting a Tender, or otherwise ensured we were included on the addenda distribution list.

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

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

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

☐ No Addenda Issued

Signature

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

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

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APPENDIX E – PRICING

1. Instructions on How to Provide Pricing

- 1.1. All pricing must be provided in Canadian funds and must be all inclusive, covering all costs related to the provision of the Deliverables, including but not limited to: labour, materials, travel, transportation, insurance, delivery, installation, pre-delivery inspection, and overhead. HST must be itemized separately.
- 1.2. Bidders must follow the pricing format specified in the ITT by either reproducing and completing the required pricing table or submitting the attached pricing form as directed. The Municipality requires that all pricing follow the Incoterm specified below. If no Incoterm is stated, the default shall be DDP Red Lake, ON (Delivered Duty Paid). Any deviations from this must be clearly identified in the submission and may affect evaluation.

2. Evaluation of Pricing

- 2.1 Pricing will be evaluated on the total bid price for the base scope of work only, calculated by multiplying the unit prices provided by the Bidder in the Pricing Form by the estimated quantities listed. The resulting total will be used for evaluation and comparison purposes.
- 2.2 Provisional items are to be priced separately and will not be included in the price evaluation. The Municipality reserves the right to include or exclude provisional items in the final contract award, at its sole discretion, subject to available budget.
- 2.3 The Municipality reserves the right to correct mathematical errors and to reject prices that appear unbalanced or significantly underpriced. The lowest total price will not necessarily be accepted. Award will be based on best value to the Municipality in accordance with the terms and conditions of the ITT.

3. Required Pricing Information

Note: All quantities provided are estimates. Amount of HL-4 have been estimated 2.4 t/m³ (Source: Ontario Provincial Standard Specifications, OPSS) for evaluation purposes.

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Cost
1 – McManus Road (Appendix I)					
1.1	Fine grade existing road base to 2% cross fall	m ²	1,888 (8m x 236m)	\$	\$
1.2	Supply and place 100mm HL-4 asphalt	tonnes	227	\$	\$
1.3	Shouldering using non-damaging method	linear m	472 (both sides)	\$	\$
1.4	Power broom surface and final site cleanup	lump sum	1	\$	\$
Subtotal – McManus Road					\$

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Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Cost
2 – Transfer Station Road (Appendix J)					
2.1	Remove existing asphalt surface	m ²	2,328 (8m x 291m)	\$	\$
2.2	Fine grade existing road base to 2% cross fall	m ²	2,328	\$	\$
2.3	Supply and place 100mm HL-4 asphalt	tonnes	559	\$	\$
2.4	Shouldering using non-damaging method	linear m	582 (both sides)	\$	\$
2.5	Power broom surface and final site cleanup	lump sum	1	\$	\$
Subtotal – Transfer Station Road					\$

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Cost
PROVISIONAL – Rahill Beach Road (Appendix K)					
4.1	Fine grade existing road base to 2% cross fall	m ²	3,584 (14m x 256m)	\$	\$
4.2	Supply and place 100mm HL-4 asphalt	m ²	430	\$	\$
4.3	Shouldering using non-damaging method	linear m	512 (both sides)	\$	\$
4.4	Power broom surface and final site cleanup	lump sum	1	\$	\$
Subtotal – Rahill Beach Road					\$

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Cost
Ancillary Fees					
	Mobilization/Demobilisation	Lump sum	1	\$	\$
Subtotal					\$

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Bidder Confirmation

I/We hereby submit this Tender in response to this Invitation to Tender and offer to provide the Deliverables described herein for the total amount below (excluding HST) in accordance with the terms and conditions of the ITT:

\$ _____ (figures)

\$ _____ (words)

This Tender is submitted as a binding offer and shall remain irrevocable for the duration specified in the ITT.

[End of Appendix E]

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APPENDIX F – CONFLICT OF INTEREST DECLARATION FORM



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

Details of Conflict

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

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

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

Signature

By signing below, I confirm that the information provided is true and complete to the best of my knowledge. I understand that any misrepresentation or failure to disclose may constitute a default under Contract A and may result in disqualification or termination.

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

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APPENDIX G – SUBCONTRACTOR DISCLOSURE FORM



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

FIRM NAME	DOLLAR AMOUNT
CATEGORY OF WORK	

FIRM NAME	DOLLAR AMOUNT
CATEGORY OF WORK	

FIRM NAME	DOLLAR AMOUNT
CATEGORY OF WORK	

FIRM NAME	DOLLAR AMOUNT
CATEGORY OF WORK	

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APPENDIX H – SUBMISSION CHECKLIST

- ☐ Submission Form (Appendix B)
- ☐ Statement of Understanding and Declaration Form (Appendix C)
- ☐ Acknowledgement of Addenda Form (Appendix D)
- ☐ Conflict of Interest Form (Appendix F) – if applicable
- ☐ Subcontractor Disclosure Form (Appendix G) – if applicable
- ☐ Mandatory Technical Submission addressing all non-monetary requirements
 - ☐ Experience
 - ☐ Supervisor Qualifications
 - ☐ Capacity and Resources
- ☐ Pricing (Appendix E)

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APPENDIX I – MAP OF MCMANUS STREET



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APPENDIX J – MAP OF TRANSFER SITE ROAD



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APPENDIX K – MAP OF RAHILL BEACH ROAD LOT

