

The Corporation of the Municipality of Red Lake



GENERAL INSTRUCTIONS

1. All bid documents must be submitted in accordance to the location, date, time and manner as specified in the Tender/RFP/Quotation Call/bid document.
2. All **bid documents** and **corresponding addendums** must be submitted in a **sealed envelope**, and clearly marked as to its contents in ink or typed form, or by a pre-supplied label by the Municipality of Red Lake.
3. As submissions are received, they are time and date stamped by the Clerk's office at the Municipal Office to ensure compliance with the closing date and time.
4. **Faxed or Emailed bid documents will not be accepted.**
5. Late submissions shall not be accepted and will be returned unopened to the receiver at the time of submission and if not possible, shortly thereafter by regular mail.
6. Openings are a public process and will be held in the Council Chambers, Municipal Office at the time of closing or shortly thereafter, and on the date as specified in the Tender/RFP/Quotation Call and/or bid documents.
7. For tenders, the name of the bidder and the total amount will be read aloud and duly recorded. For RFPs and Quotations, the name of the bidder will be read aloud and recorded, but not the total amount.
8. All persons in attendance at the opening are required to sign the *Attendance Form*.
9. Following the opening, the completed *Unofficial Results Form* and accompanying bid documents will be given to the requisitioning Department Head for evaluation.

The lowest and/or any bid not necessarily accepted.

The Municipality of Red Lake reserves the right to accept/reject, cancel/re-advertise any Tender/RFP/Quotation Call.

*In advance of submitting your bid document, please complete the Registration Form and return it accordingly*

The Corporation of the Municipality of Red Lake



REGISTRATION FORM

Packages will be available for pick-up in person, by email, or via the municipal website at [www.redlake.ca](http://www.redlake.ca).

**Addendums** to bid documents will be forwarded to all registered bidders upon completion of this form in order to **guarantee notification and receipt of addendums** (if any). Those who do not complete a *Registration Form* are responsible for obtaining all addendums associated with this project. The Municipality of Red Lake shall not be responsible for misinformed bidders who neglect to complete this form.

**Addendums become part of the bid document and shall be submitted along with the originally distributed bid document.**

Please return the completed form **in person, by email to [clerk.registration@redlake.ca](mailto:clerk.registration@redlake.ca) or by fax to (807) 735-2286.**

PROJECT NAME	
CLOSING DATE	
COMPANY NAME	
PRINCIPLE CONTACT	
ADDRESS	
ADDRESS (LINE 2)	
CITY AND PROVINCE	
POSTAL CODE	
TELEPHONE	(    )
FACSIMILE	(    )
EMAIL ADDRESS	
DATE:	



The Corporation of the Municipality of Red Lake  
P.O. Box 1000  
2 Fifth Street  
Balmertown, Ontario  
P0V 1C0  
Telephone: (807) 735-2096  
Fax: (866) 681-2954  
[www.redlake.ca](http://www.redlake.ca)

## Request for Proposals

Project: Cochenour  
Arena Concession

### **Proposal Closing**

**Date:** July 29, 2022

**Time:** 2:00 P.M. Local Time (Central Standard Time)

### **Location:**

Municipal Office  
Municipality of Red Lake  
P.O. Box 1000, 2 Fifth Street  
Balmertown, Ontario,  
P0V 1C0

### **Municipal Office Hours:**

Monday – Friday  
8:30 a.m. – 4:30 p.m.

### **Proponents' Questions**

Deadline for written questions from Proponents is July 22, 2022

Proponents' questions will be responded to on or before July 26, 2022

## **TABLE OF CONTENTS**

1. General Instruction Sheet
2. Registration Form
3. Request for Proposals Document (in Six Parts)
  - Part I
    - 1) General Instructions
    - 2) Inquiries/Questions
    - 3) Proposal Opening
    - 4) Submissions
    - 5) Initial Screening
    - 6) Award Options
    - 7) Proponent's Statement of Understanding
    - 8) Irrevocability of Proposals – Binding Agreement
    - 9) Errors and Omissions
    - 10) Proponents' Expenses
    - 11) Insurance
    - 12) Compliance with Applicable Law
    - 13) Professional Operations
    - 14) Indemnification
    - 15) Termination for Cause
    - 16) Laws of Ontario
    - 17) Encumbered Goods
    - 18) Conflict of Interest
    - 19) Negotiations
  - Part II Statement of Understanding
  - Part III Acknowledgment Regarding Supplements
  - Part IV Terms of Reference
  - Part V References
  - Part VI Signature Page
4. Proponent's Checklist
5. Submission Label
6. Tender/RFP/Quotation Policy (As approved by By-law 1575-12)

**Part I**

**GENERAL INSTRUCTIONS**

**1. Proposal Schedule and Closing Time**

The Proposal Form, in a sealed envelope bearing the submission label provided by the Municipality, must be received; date and time stamped, and be in the possession of the Clerk’s Office, no later than 2:00 p.m. local time (Central Standard Time), on the specified closing date. Late Proposals cannot be accepted under any circumstances; however late proposals shall be date and time stamped and shall be returned to the Proponent, unopened:

**The Clerk’s Office clock determines the Closing Time of the Proposal Call.**

Task	Date
Issue Request For Proposals	June 28, 2022
Deadline for Receipt of Proponents’ Questions	July 22, 2022
Deadline for Response to Proponents’ Questions	July 26, 2022
RFP Closed:	July 29, 2022 at 2:00PM
Evaluation of Proposals Completed	The Friday prior to Committee of the Whole or Council Meeting at which award will be considered– Aug.8, 2022
Selection of Preferred Proposal	The Council Meeting at which the awarding By-Law is passed Aug.22, 2022
Notification to successful Proponent	The business day next following the Council Meeting noted immediately above Aug.22, 2022

**2. Inquiries/Questions**

All questions concerning this Proposal must be directed in **writing** (email or facsimile) to:

Michel Labonte, Facilities Supervisor

[recreation@redlake.ca](mailto:recreation@redlake.ca) or Fax: (866) 681-2954

**Questions must not be directed to anyone else.** Questions will be responded to in the form of an “Addendum” to the Request for Proposals, which will be distributed to all Proponents known to the Municipality.

### **3. Proposal Opening/Confidentiality Assurance**

Be advised that all Proposals that were received on time will be opened in a public setting however the Proposals themselves will be maintained in confidence. The Proposals will be opened administratively, in the absence of the public, at a time subsequent to the public opening.

All Proposals submitted to the Municipality become the property of the Municipality and as such, become subject to the “Municipal Freedom of Information and Protection of Privacy Act”. While the Municipality considers all Proposals to be confidential, and will involve the Proponent in any proceeding challenging that position, everyone must understand that the Municipality will not necessarily be the final decision-maker on that point.

### **4. Submissions**

Two (2) complete hard copies of your Proposal should be submitted on 8 ½ inch by 11 inch paper, including any Addendums that may have been issued under Section 2. The submission must be clearly identified as “Cochenour Arena Concession”.

### **5. Initial Screening**

The Department Head for the department leading this project (acting individually or together with a team of others) will review and evaluate all Proposals. They will be checked to make sure that they comply with the terms and conditions of this Request for Proposals document. Any Proposal that does not meet all of the necessary criteria has to be rejected without further consideration. A guide to mistakes and irregularities is included in the Municipality’s policy for the processes for tenders, requests for proposals and quotations (which is attached to, and forms a part of this Request for Proposals document).

### **6. Award Options**

The Department Head for the department leading this project (with or without a team of others) reserves the right, privilege, entitlement and absolute discretion, and for any reason whatsoever to:

1. accept a Proposal which is not the one with the lowest cost;
2. reject a Proposal, even if it is the one with the lowest cost;
3. reject a Proposal even if it is the only Proposal received;
4. accept the Proposal that the Department Head considers to be most favourable to address the scope of work;
5. accept or reject any and all Proposals, whether in whole or in part;
6. accept or reject any unbalanced, irregular, or informal Proposals; and/or
7. reject any Proposal submitted (directly or indirectly) by a Proponent who is involved in a dispute with the Municipality or who owes the Municipality money.

## **7. Proponent's Statement of Understanding**

The submission of a Proposal is the Proponent's assurance to the Municipality that it has carefully examined this Request for Proposals documents, **and** the Municipality's Tender/RFP/Quotation Policy. The Proponent acknowledges that it understands these documents and has had sufficient opportunity to get clarification on any or all portions of them that it did not understand.

## **8. Irrevocability of Proposals – Binding Agreement**

Until the closing time, any Proponent may withdraw its previously submitted Proposal, whether or not another is submitted in its place. However, upon closing time, all Proposals become irrevocable.

The submission of a Proposal is the Proponent's assurance to the Municipality that, if its proposal is selected, it will become legally bound to the Municipality by agreement. The terms and conditions of this Request for Proposals document, the Municipality's policies, and the Proponent's Proposal (in that order of preferential sequence) will form the foundation of the contract between the successful Proponent and the Municipality.

## **9. Errors and Omissions**

Nothing verbally said to anyone by anyone can modify any provisions of this Request for Proposals document. Any modification or clarification must be in writing, issued by the Department Head leading the project. All of these written materials, called "Addendums", will be issued in accordance with Section 2 and will become part of the Request for Proposals document.

## **10. Proponents' Expenses**

Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the Municipality, if any. If the Municipality elects to reject all Proposals, the Municipality will not be liable to any Proponent for any claims, whether for costs or damages incurred by any Proponent in preparing its Proposal, for loss of anticipated profit in connection with any final agreement, or for any other matter whatsoever.

## **11. Insurance**

The successful Proponent must obtain, maintain, and pay for Comprehensive General Liability Insurance with an insurer acceptable to the Municipality. This insurance coverage shall be subject to limits of not less than two million (\$2,000,000.00) dollars, inclusive, per occurrence, for bodily injury, death and damage to property, including loss of use of property, for any one occurrence. All required insurance must be endorsed to provide the Municipality with thirty (30) days' advance written notice of cancellation or material change. The Municipality shall also be added as additional insured to the policy of the successful Proponent.

The successful Proponent will provide the Municipality with evidence of the required insurance, in the form of a completed Certificate of Insurance, immediately following execution and delivery of the formal legal Agreement.

## 12. Compliance with Applicable Law

The successful Proponent must make sure that its operations, and all of the services and products that it provides relating to this project, are in accordance with, and appropriately authorized under, all relevant and applicable law. Some of the many laws that might apply are: the Workplace Safety and Insurance Act, 1997, the Occupational Health and Safety Act, the Accessibility for Ontarians with Disabilities Act, 2005. Other laws will also apply, and they could be provincial or federal statutes or regulations, or municipal by-laws and policies. The successful Proponent is responsible for applying for and receiving any required authorizations or licences to undertake the work associated with the project.

The successful Proponent **guarantees to the Municipality** that it does, and that it will continue to comply with all applicable laws in this regard.

The successful Proponent will allow the Municipality to view its books and records, including personnel training records, where reasonably necessary, to satisfy itself that this Section is being complied with.

## 13. Professional Operations

The successful Proponent **guarantees to the Municipality** that it will run the project in a professional and prudent manner without negligence. It will be sure that its staff (including contract workers or volunteers) are properly trained and provide quality customer service to patrons of the project.

## 14. Indemnification

The Proponent shall be responsible for all damages, losses, or expenses caused by it, its employees, agents, volunteers and sub-contractors that arise out of the work associated with the project. This may be due to the existence, location, condition of work relating to the project, to any materials, plant or machinery used for the project, or which may happen by reason of the successful Proponent's failure (or the failure of those for whom it is responsible) to do or perform any or all of the things required to be done by them under the Proposal. The successful Proponent agrees to indemnify and hold the Municipality harmless from any such damages, losses, or expenses, or claims by third parties, including any and all legal costs incurred by the Municipality in connection.

## 15. Termination for Cause



The Municipality retains the right to terminate the Agreement with the successful Proponent at any time, in whole or in part, if the work is not performed in strict accordance with the Agreement. This applies even if the Municipality has been lenient to the successful Proponent with respect to the same or a different performance issue.

## **16. Laws of Ontario**

The Agreement resulting from this Request for Proposal will be governed by, and will be construed and interpreted in accordance with, the laws of the Province of Ontario.

## **17. Encumbered Goods**

The Proponent **guarantees to the Municipality** that the goods, inventory and equipment being supplied to the project, are free and clear of any liens, charges, encumbrances, mortgages, hypothecations, copyright, patents or any third party statutory claims, excepting any for which it has provided the Municipality with written notice.

## **18. Conflict of Interest**

In its Proposal, the Proponent must disclose to the Municipality any possible conflict of interest that might compromise the project. This applies to actual conflicts of interest, and also to circumstances that might lead an ordinary person to believe that a conflict of interest exists, even if it does not. If a conflict of interest exists or appears to exist, the Municipality may, at its discretion, refuse to consider the Proposal. If the Proponent becomes aware of a possible real or apparent conflict of interest after it has submitted its Proposal but before the selection process has been completed, that Proponent must inform the Municipality by contacting the individual identified in Section 2.

## **19. Negotiations**

Each Proponent must prepare its Proposal with the understanding that the Municipality may select the successful Proponent on the basis of the Proposals received, without discussion. Each Proposal should contain the Proponent's best terms and information, including all required documents as listed. The Municipality reserves the right to enter into negotiations with any Proponent. If the Municipality and a Proponent cannot negotiate a successful agreement, the Municipality may terminate the negotiations and begin negotiations with another Proponent. This process may continue until an agreement has been executed or all Proponents have been rejected. No Proponent shall have any rights against the Municipality arising from negotiations.

**Part II – for use by individuals – see next page for use by incorporated Proponents**

**STATEMENT OF UNDERSTANDING (INDIVIDUALS)**

I declare that I have read and understand Part I to Part VI of this Request for Proposals document with respect to the Cochenour Arena Concession.

I also acknowledge that Part I to Part VI, inclusive, form the complete Request for Proposals document and shall be returned to The Corporation of the Municipality of Red Lake as the RFP submission.

Name(s) of each Proponent:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated at the \_\_\_\_\_  
(insert City/Town and Province where document was signed)

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
(insert date on which document was signed)

Signatures:

<p><b>Signature of Witness</b> (an individual Proponent's signature must be signed before a witness who must also sign here):</p>   <p>_____</p> <p>Print witness' name legibly beneath signature</p>	<p><b>Signature of Proponent</b> (or, where there is more than one individual Proponent, one representative Proponent):</p>   <p>_____</p> <p>Print Proponent's name legibly beneath signature By signing, I am representing that each individual Proponent (where there is more than one) has authorized me to sign on all of our behalves and we are all bound by this signature)</p>
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Part II – for use by corporate Proponents- see prior page for individuals

**STATEMENT OF UNDERSTANDING (CORPORATIONS)**

I am the \_\_\_\_\_ (insert title) of the Proponent. I declare that I have read and understand Part I to Part VI of this Request for Proposals document with respect to the Cochenour Arena Concession on the corporation’s behalf.

I also acknowledge that Part I to Part VI, inclusive, form the complete Request for Proposals document and shall be returned to The Corporation of the Municipality of Red Lake as the corporation’s RFP submission.

Formal, legal name of corporate Proponent:

\_\_\_\_\_

Dated at the \_\_\_\_\_  
(insert City/Town and Province where document was signed)

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
(insert date on which document was signed)

Signatures:

	<p>Signature(s) on behalf of corporate Proponent</p> <p>_____</p> <p>(Print signatory's name and title legibly beneath signature)</p> <p style="text-align: right;">c/s</p> <p>_____</p> <p>(Print signatory's name and title legibly beneath signature)</p> <p>By signing, I/we am/are representing that I/we have been duly authorized by the corporate Proponent to execute this Proposal, and that our signatures bind the corporation on whose behalf we have executed, whether or not the corporate seal is applied</p>
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**PART III**

**ACKNOWLEDGEMENT OF SUPPLEMENTS**

I/WE declare that I/WE have carefully examined all Addendums (as referenced in Section 2) and hereby acknowledge that these Addendums are part and parcel of any Contract to be let for all work described in this Request for Proposals document.

Addendum No. 1 _____	Addendum No. 4 _____
Addendum No. 2 _____	Addendum No. 5 _____
Addendum No. 3 _____	Addendum No. 6 _____

Check here if NO Addendum was received

Dated at the \_\_\_\_\_  
 (insert City/Town and Province where document was signed)

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
 (insert date on which document was signed)

	<p><b>Signature(s) on behalf of corporate Proponent</b></p> <p>_____</p> <p>(Print signatory's name and title legibly beneath signature)</p> <p style="text-align: right;">c/s</p> <p>_____</p> <p>(Print signatory's name and title legibly beneath signature)</p> <p>By signing, I/we am/are representing that I/we have been duly authorized by the corporate Proponent to execute this Proposal, and that our signatures bind the corporation on whose behalf we have executed, whether or not the corporate seal is applied</p>
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**Signature of/for individual Proponent(s):**

<p><b>Signature of Witness</b> (an individual Proponent's signature must be signed before a witness who must also sign here):</p> <p>_____</p> <p>Print witness' name legibly beneath signature</p>	<p><b>Signature of Proponent</b> (or, where there is more than one individual Proponent, one representative Proponent):</p> <p>_____</p> <p>Print Proponent's name legibly beneath signature</p> <p>By signing, I am representing that each individual Proponent (where there is more than one) has authorized me to sign on all of our behalves and we are all bound by this signature)</p>
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**PART IV**

**Terms of Reference**

The Municipality of Red Lake is seeking Request for Proposals for Cochenour Arena Concession. The intent of this Request for Proposals is to obtain a qualified concession operator to provide concession services to the public who attend the Cochenour Arena. The concession operator will lease the concession facility on a monthly basis for a term of two years with an option of a one year extension based on mutual agreement.

The Lessee shall secure all necessary Health inspections prior to opening.

It is further required that the Lessee shall agree to comply with all contracts the Municipality has in place with suppliers.

The Lessee shall adhere to all Ontario Health and Safety Act regulations as well as the Municipal Health and Safety Policy.

A list of kitchen equipment shall be submitted with the RFP.

A food menu shall be submitted with the RFP.

Monthly rent shall be per \$200.00 month plus HST. Rent shall be submitted as part of the proponent's proposal. Utilities are included.

Upon acceptance of this agreement a deposit for first and last month's rent must be submitted. Monthly rental payments will be paid on the first day of each month following the first monthly payment.

Inventory of goods for resale is the sole responsibility of the Tenant. Said goods are to be removed from the premises within fourteen (14) days of the end of the season.

The Lessee agrees to:

Maintain the premises in good order and condition and to repair any damage resulting from the operation of the booth. Booth must be kept clean at all times and it must be left in clean condition after termination of this contract.

Observe, abide by and comply with all statutes and regulations of any Federal, Provincial or Municipal Authority to which the operation of the Concession Booth may be subject.

## REQUEST FOR PROPOSALS

Project: Cochenour Arena Concession

Be responsible for the maintenance, care and upkeep of all chattels being the property of the Municipality of Red Lake, which remain in the Concession Booth.

At its own expense, make such alterations, renovations, improvements or additions to the premises as it shall consider necessary and expedient for the purpose of its business subject to the approval of the Municipality of Red Lake. The Lessee shall, upon termination of this lease, be entitled to remove its fixtures and improvements provided that the Lessee shall repair all damage which may be caused to the premises by such removal, to the satisfaction of the Municipality of Red Lake.

Beginning to end of ice operating season or to any other term agreed to by the parties.

The Concession Booth hours of operation will be determined by the Recreation Supervisor and the Tenant.

The Lessee shall not assign or sublet the premises to any person whatsoever without the written consent of the Municipality of Red Lake.

The Lessee agrees to save harmless the Corporation of the Municipality of Red Lake from any injuries or claims caused as a result of water breaks, fire, acts of God, or as a result of any actions by the Lessee's employees or volunteers. The Lessee shall obtain insurance to indemnify the Municipality of Red Lake from any and all such damages, injuries, fire, acts of God.

The Lessee shall sell concession foods only. Other supplies are subject to approval by the Municipality of Red Lake.

The Lessee shall be in good standing with the Municipality of Red Lake.

The Lessee shall use recyclable, biodegradable and/or reusable dishes and cutlery.

It is agreed to between the Landlord and the Lessee that either party shall have the right to terminate this lease during its term, by one party serving notice upon the other not less than four (4) months in advance of the date of termination.

Any interested proponents may schedule a viewing of the space with the Recreation Supervisor.

**PART V**

**REFERENCES**

Proponents are asked to provide a minimum of 3 references of similar contract size. If the Proponent is new in this business, alternative references may be submitted.

**Reference #1**

Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Value: \_\_\_\_\_

**Reference #2**

Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Value: \_\_\_\_\_

**Reference #3**

Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Value: \_\_\_\_\_

**PART VI**

**Signature**

The Proponent has carefully examined the proposal document in its entirety and submits the **price** according to these documents.

The Proponent by this bid offers to complete the proposal as per all documents.

Name of Company or Individual(s) forming the "Proponent"	
Street Address or P.O. Box #	
City and Province	
Postal Code	

Dated at the \_\_\_\_\_  
(insert City/Town and Province where document was signed)

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
(insert date on which document was signed)

	<p><b>Signature(s) on behalf of corporate Proponent</b></p> <p>_____</p> <p><small>(Print signatory's name and title legibly beneath signature)</small></p> <p style="text-align: right;">c/s</p> <p>_____</p> <p><small>(Print signatory's name and title legibly beneath signature)</small></p> <p>By signing, I/we am/are representing that I/we have been duly authorized by the corporate Proponent to execute this Proposal, and that our signatures bind the corporation on whose behalf we have executed, whether or not the corporate seal is applied</p>
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**Signature of/for individual Proponent(s):**

<p><b>Signature of Witness</b> (an individual Proponent's signature must be signed before a witness who must also sign here):</p> <p>_____</p> <p>Print witness' name legibly beneath signature</p>	<p><b>Signature of Proponent</b> (or, where there is more than one individual Proponent, one representative Proponent):</p> <p>_____</p> <p>Print Proponent's name legibly beneath signature</p> <p>By signing, I am representing that each individual Proponent (where there is more than one) has authorized me to sign on all of our behalves and we are all bound by this signature)</p>
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(The Municipality's Signature is on the following page)



**REQUEST FOR PROPOSALS**

Project: Cochenour Arena Concession

**The Corporation of the Municipality of Red Lake:**

\_\_\_\_\_  
Fred Mota, Mayor

c/s

\_\_\_\_\_  
Christine Goulet, Clerk

Dated at Balmertown, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**PROPONENT'S CHECKLIST**

Completion (2) Original Request for Proposal Documents

Signed Statement of Understanding

Signed Acknowledgment of Supplements

References

Signature Page

Completed Submission Label for Envelope

**REQUEST FOR PROPOSALS**

Project: Cochenour Arena Concession

RETURN ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

DELIVER TO:

The Corporation of the Municipality of Red Lake

P.O. Box 1000

2 Fifth Street

Balmertown, Ontario

P0V 1C0

SEALED PROPOSAL:

RFP – Cochenour Arena Concession

Municipal Use Only:

Received By: \_\_\_\_\_

Date Stamped: \_\_\_\_\_



The Corporation of the Municipality of Red Lake

**FINANCIAL SERVICES AND CONTROL  
POLICY MANUAL**

<b>Subject:</b> Tender/Request for Proposal/ Quotation Process	<b>Approval Date:</b> January 19, 2015	<b>By-Law No.</b> 02-2015 <i>Amended by By-Law No. 43-2015</i>
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4.14 TENDER/REQUEST FOR PROPOSAL/QUOTATION PROCESS

1. PURPOSE

The purpose of this policy is to provide information to the general public with respect to the Tender/Request for Proposal (hereinafter referred to as RFP)/Quotation process; to provide an internal guideline for staff and to serve as an extension of the principles outlined in the Procurement of Goods, Services or Construction and Disposal of Assets By-Law.

2. DEFINITIONS

- a) Tender – shall mean a publicly advertised bid or offer of solicitation with a formal bid or offer, in writing, based on tender documents outlining specifications, materials, description and quantities, security, insurance, completion date, etc.
- b) RFP – means a written bid or offer of solicitation that is used to acquire Goods, Services or Construction. The RFP process encourages different solutions from vendors and actively searches for better and more creative ideas for supply contracts. It is a wide open alternative bidding process. The RFP provides a process whereby the negotiation and award is based on demonstrated competence, qualifications and the technical merits of the proposal at fair price.
- c) Quotation – shall mean to state or provide, in writing, a price for securities, goods, services or construction.
- d) Addenda or Addendum – means such further additions, deletions, modifications or other changes to the bid document.

3. ADVERTISING

All Tender/RFP Calls shall be advertised in the Municipal Newsletter and on the Municipal Website. Tender/RFP Calls may be advertised in local, regional and/or trade newspapers or publications.

Quotation Calls may be advertised at the discretion of the requisitioning Department Head.



The Corporation of the Municipality of Red Lake

FINANCIAL SERVICES AND CONTROL POLICY MANUAL

<b>Subject:</b> Tender/Request for Proposal/ Quotation Process	<b>Approval Date:</b> January 19, 2015	<b>By-Law No.</b> 02-2015 <i>Amended by By-Law No. 43-2015</i>
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Tender/RFP/Quotation Calls shall be prepared by the requisitioning Department Head for forwarding to the Clerk’s office for inclusion in the Municipal Newsletter and Municipal Website and/or local, regional and/or trade newspapers/ publications. Prior to submission to the Clerk’s office, the requisitioning Department Head shall be cognizant of newspaper and newsletter advertising deadlines.

Tender/RFP/Quotation Calls shall contain the following information:

Sample:

The Corporation of the Municipality of Red Lake

Request for Proposal

**1 – Fire Truck – Triple Combination Pumper**

The Municipality of Red Lake is accepting Request for Proposals (RFP) for one (1) Fire Truck – Triple Combination Pumper.

RFP packages may be picked up at the Municipal Office, 2 Fifth Street, Balmertown, Ontario, between the hours of 8:30 a.m. and 4:30 p.m. Local Time, Monday to Friday, from the Clerk’s Office. RFP packages are also available on-line at [www.redlake.ca](http://www.redlake.ca).

RFP submissions will be accepted at the Municipal Office in Balmertown, Clerk’s Office, 2 Fifth Street in Balmertown, Ontario up until 4:00 p.m. Local Time, Wednesday, May 7, 2011. Submissions must be sealed in an envelope, and clearly marked as to the contents as follows:

**“Request for Proposal – Fire Truck – Triple Combination Pumper”;**

and addressed to:

The Municipality of Red Lake  
2 Fifth St.  
P.O. Box 1000  
Balmertown, Ontario  
P0V 1C0

**The lowest and/or any RFP not necessarily accepted.  
The Municipality of Red Lake reserves the right to accept/reject, cancel/re-advertise any RFP**

Phil T. Vinet, Mayor

Mark Vermette, CAO



The Corporation of the Municipality of Red Lake

**FINANCIAL SERVICES AND CONTROL  
POLICY MANUAL**

<b>Subject:</b> Tender/Request for Proposal/ Quotation Process	<b>Approval Date:</b> January 19, 2015	<b>By-Law No.</b> 02-2015 <i>Amended by By-Law No. 43-2015</i>
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4. DISTRIBUTION

Packages may be picked up in person at the Clerk’s Office during regular business hours, forwarded by email in PDF format or downloaded via the municipal website at [www.redlake.ca](http://www.redlake.ca). Packages will not be faxed.

A *Registration Form* shall be completed in order to register bidders and to guarantee notification of addendums (if any). Those who do not complete a *Registration Form* are responsible for obtaining all addendums associated with the project. The Municipality of Red Lake will not be responsible for misinformed bidders who neglect to complete this form.

The *Registration Form* shall be returned immediately to the Clerk’s Office via in person, email or fax.

5. CONTENTS

Tender/RFP/Quotation documents will be prepared by and in accordance to the requisitioning Department and forwarded to the Clerk’s office for distribution. Added to the document will be a *General Instruction Sheet, Registration Form* and *Tender/RFP/Quotation Policy*, which will comprise the all encompassing “package”.

6. SUBMISSION

Two (2) original copies of the bid document must be received by the Clerk’s office, unless the bid document specifies otherwise, and must be in a **sealed envelope**, with the contents of the envelope clearly marked. The Clerk’s office may provide a pre-supplied label.

Submissions must be legible, written in ink or typed, with the unit price for the item(s) required and other entries clearly shown, unless the bid document permits otherwise.

Bid documents must not be restricted by any statement added to the bid document or a covering letter, or must not have alterations.

Bid documents must be submitted per individual project.



The Corporation of the Municipality of Red Lake

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--	---	--

Adjustments by telephone, fax, letter or email for a bid document already received will not be considered. The bidder desiring to make adjustments to a bid document must withdraw the submission and supersede it with a new submission before the closing date and time.

Erasures, overwriting or strike outs will render the submission null and void.

7. RECEIVING

Acceptance of bid documents will close at the time and date specified in the Tender/RFP/Quotation Call and/or bid document.

The Municipality will not receive bid documents via fax or email. In the event that a submission is received by mail and the outer envelope is inadvertently opened by Clerk's office staff, the envelope shall be resealed and a note will be attached to the envelope explaining same and signed by the individual.

The Clerk's office will maintain a running list of submissions, to be kept up to date as time permits. The list of submissions and the amount of submissions received shall remain confidential until the opening, at which time information shall be disclosed in accordance to the Procurement of Goods, Services or Construction and Disposal of Assets By-Law.

The Clerk's office will ensure the safekeeping of submitted packages between the time of receipt and opening.

When the bid document is received, the envelope shall remain sealed and be time and date stamped accordingly. If a time stamp is not available, the time received shall be noted in ink and initialled by the receiver.

**Bid documents received by the proponent will be handled accordingly:**

- i) Submissions received whereby the outer courier envelope is unsealed, and the inner documents are not in a sealed envelope – the submission will not be accepted.
- ii) Submissions received whereby the outer courier envelope is sealed, but the inner documents are not in a sealed envelope – the submission will not be accepted.



The Corporation of the Municipality of Red Lake

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--	---	--

- iii) Submissions received whereby the outer courier envelope is unsealed, but the inner documents are in a sealed envelope – the submission will be accepted.
- iv) Submissions received whereby the outer courier envelope is sealed, and the inner documents are in a sealed envelope – the submission will be accepted.

Regardless of the time a bid document is received, the envelope shall be time and date stamped.

8. LATE SUBMISSIONS

**Bid documents received after the closing time will not be considered.**

If the bid document is already closed, it shall be returned unopened to the bidder at the time of delivery, if possible. If a late bid document is to be delivered, it shall be accompanied by letter, signed by the requisitioning Department Head, stating that the bid document could not be accepted due to late arrival. If a late bid document is received without a return address on the outside envelope, it shall be forwarded to the requisitioning Department Head who will open it and obtain the address and return the envelope and its contents accordingly. A letter will state why the envelope could not be returned unopened.

9. WITHDRAWAL PROCEDURES – PRIOR TO CLOSING

A bid document may be withdrawn at any time up to the official closing time. The request shall be in writing to the Clerk’s office on official company letterhead bearing the signature of the same person as in the originating bid document submitted or designate. The Clerk’s office will accept letters of withdrawal in person, by fax or by email. **Telephone requests shall not be considered.**

Letters of withdrawal shall be attached to the bid document envelope. Receipt of the bid document will be announced at the opening, reporting that the bid document has been “Withdrawn”, and the envelope to remain unopened.

After the opening and subsequent award, the withdrawn bid document shall be returned to the submitting bidder.





The Corporation of the Municipality of Red Lake

**FINANCIAL SERVICES AND CONTROL  
POLICY MANUAL**

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--	---	--

10. RE-SUBMISSION

The withdrawal of a bid document prior to the closing time does not disqualify a bidder from submitting another bid document on the same contract.

A bidder who has already submitted a bid document may submit a further bid document at any time up until closing. The last submission received shall supersede and invalidate all bid documents previously submitted by the same bidder.

11. CANCELLATION

When in the opinion of the Municipality of Red Lake it is advisable to cancel a Tender/RFP/Quotation Call, an advertisement shall be inserted in the same media originally used – municipal newsletter and website (as practicable) stating that the Tender/RFP/Quotation Call has been cancelled, the reason for such cancellation and whether or not the Tender/RFP/Quotation Call will be re-advertised. Each registered bidder who obtained a package shall be emailed or faxed written notice of the cancellation of the Tender/RFP/Quotation Call and packages received shall be returned unopened and by mail to the bidder.

12. EXTENSION TO CLOSING

The Municipality of Red Lake reserves the right to extend the closing date of a Tender/RFP/Quotation Call. Extensions to closings shall be communicated directly to all **registered** bidders, via email or fax. In addition to the foregoing, if the preparation of a Municipal Newsletter coincides with the extension date, and providing that there is ample notice to the public regarding same, the closing extension may be communicated via Municipal Newsletter. Extensions to closing may be communicated via the Municipal website.

13. ADDENDUMS

Addendums will be made available for pick-up in person, as well as via email or fax for those bidders who are registered. Completion of the *Registration Form* is imperative in order to keep bidders up to date regarding changes to the bid document. Notification of addendums cannot be assured without the completion of a *Registration Form*. Those who do not complete a *Registration Form* are responsible for obtaining all addendums associated with the project. The



The Corporation of the Municipality of Red Lake

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Municipality of Red Lake shall not be responsible for misinformed bidders who neglect to complete this form.

All questions relating to bid documents, including matters of clarification or otherwise, shall be directed to the requisitioning Department Head in written form.

Responses to questions will be communicated by way of an addendum prepared by the requisitioning Department Head. The requisitioning Department Head will be identified within the bid document to whom all questions shall be directed.

A deadline for submission of questions may be established at the discretion of the requisitioning Department Head. If deemed necessary, the requisitioning Department Head may extend the date of closing to provide bidders with sufficient response time to addendums.

Addendums form part of the bid document and shall be submitted along with the originally distributed bid document.

14. OPENING

Completed Bid documents will be publicly opened at the Municipal Office, Council Chambers, as soon as possible after the closing time, and on the day specified in the Tender/RFP/Quotation Call/bid document.

The requisitioning Department Head, along with a minimum of one (1) staff person from the Clerk's office, are to be in attendance at openings.

Members of the public attending are required to sign in prior to the opening.

- a) Tender Openings – Tender amounts shall be read out along with the bidder's name and recorded by a staff person from the Clerk's office.
- b) RFP Openings – RFP amounts shall not be read out, but the bidder's name shall be read out and recorded by a staff person from the Clerk's office.
- c) Quotation Openings – Quotation amounts shall not be read out, but the bidder's name shall be read out and recorded by a staff person from the Clerk's office.



The Corporation of the Municipality of Red Lake

**FINANCIAL SERVICES AND CONTROL  
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--	---	--

Openings shall be conducted per project, and not simultaneously within the same public opening. The next Tender/RFP/Quotation Call opening shall follow upon conclusion of the prior opening.

The Municipality of Red Lake is not responsible for any irregularities during the reading of information and will review and correct accordingly.

Results are unofficial upon completion of the opening process. Any decision as to acceptance or rejection of submissions due to irregularities shall not be made until a review by the requisitioning Department Head or consulting firm has been conducted, and all bidders will be instructed not to conclude any particular award results from the opening itself.

Where two or more bid documents are submitted in the same envelope, the one bearing the lower price shall be considered as the valid bid document.

Where two or more bid documents are submitted by the same bidder, and no withdrawal request has been received, and where both submissions are identical, only the submission received and time and date stamped at the latest time shall be considered.

The Municipality of Red Lake reserves the right to accept/reject/cancel or re-advertise any Tender/RFP/Quotation Call. The lowest and/or any bid not necessarily accepted.

Bid documents will be returned to the requisitioning Department Head or consulting firm for evaluation.

The requisitioning Department Head/Consulting Firm or Committee of the Whole, whichever the case may be, will make a recommendation to Council for the award of the project. The award will be formalized by By-Law.

Upon the opening of an RFP/Quotation, the names of bidders become public information, with the exception of the total price. A copy of the completed *Unofficial Results Form* is available to all registered bidders, but the total price will be blackened out.

Upon the opening of a Tender, the names of bidders and the total price become public information. A copy of the *Unofficial Results Form* is available to all registered bidders.



The Corporation of the Municipality of Red Lake

**FINANCIAL SERVICES AND CONTROL  
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The *Unofficial Results Form* will form part of the staff/consultant report and will appear on an agenda of either a Committee of the Whole or Council meeting, at which time all information contained on the form, becomes public information.

Awards will be communicated by letter advising both successful and unsuccessful bidders.

The Corporation of the Municipality of Red Lake



REGISTRATION FORM

Packages-will be available for pick-up in person, by email, or via the municipal website at [www.redlake.ca](http://www.redlake.ca).

**Addendums** to bid documents will be forwarded to all registered bidders upon completion of this form in order to **guarantee notification and receipt of addendums** (if any). Those who do not complete a *Registration Form* are responsible for obtaining all addendums associated with this project. The Municipality of Red Lake shall not be responsible for misinformed bidders who neglect to complete this form.

**Addendums become part of the bid document and shall be submitted along with the originally distributed bid document.**

Please return the completed form **in person, by email to [clerk.registration@redlake.ca](mailto:clerk.registration@redlake.ca) or by fax to (807) 735-2286.**

PROJECT NAME	
CLOSING DATE	
COMPANY NAME	
PRINCIPLE CONTACT	
ADDRESS	
ADDRESS (LINE 2)	
CITY AND PROVINCE	
POSTAL CODE	
TELEPHONE	( )
FACSIMILE	( )
EMAIL ADDRESS	
DATE:	

The Corporation of the Municipality of Red Lake



UNOFFICIAL RESULTS FORM

RFP/QUOTATION RESULTS

Project Name: \_\_\_\_\_

Closing Date and Time: \_\_\_\_\_

No.	BIDDER'S NAME	DATE RECEIVED	TOTAL BASE AMOUNT INCLUDING HST (NOT TO BE READ ALOUD – RECORDED ONLY)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10			

The Municipality of Red Lake is not responsible for any irregularities during the reading of information and will review and correct accordingly.

**\*THE ABOVE RESULTS ARE PRELIMINARY AND NO CONCLUSION OF AWARD SHOULD BE MADE FROM THE INFORMATION ABOVE\***

The Corporation of the Municipality of Red Lake



UNOFFICIAL RESULTS FORM

TENDER RESULTS

Project Name: \_\_\_\_\_

Closing Date and Time: \_\_\_\_\_

No.	BIDDER'S NAME	DATE RECEIVED	TOTAL BASE AMOUNT INCLUDING HST
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10			

The Municipality of Red Lake is not responsible for any irregularities during the reading of information and will review and correct accordingly.

**\*THE ABOVE RESULTS ARE PRELIMINARY AND NO CONCLUSION OF AWARD SHOULD BE MADE FROM THE INFORMATION ABOVE\***







### GENERAL INSTRUCTIONS

1. All bid documents must be submitted in accordance to the location, date, time and manner as specified in the Tender/RFP/Quotation Call/bid document.
2. All **bid documents** and **corresponding addendums** must be submitted in a **sealed envelope**, and clearly marked as to its contents in ink or typed form, or by a pre-supplied label by the Municipality of Red Lake.
3. As submissions are received, they are time and date stamped by the Clerk's office at the Municipal Office to ensure compliance with the closing date and time.
4. **Faxed or Emailed bid documents will not be accepted.**
5. Late submissions shall not be accepted and will be returned unopened to the receiver at the time of submission and if not possible, shortly thereafter by regular mail.
6. Openings are a public process and will be held in the Council Chambers, Municipal Office at the time of closing or shortly thereafter, and on the date as specified in the Tender/RFP/Quotation Call and/or bid documents.
7. For tenders, the name of the bidder and the total amount will be read aloud and duly recorded. For RFPs and Quotations, the name of the bidder will be read aloud and recorded, but not the total amount.
8. All persons in attendance at the opening are required to sign the *Attendance Form*.
9. Following the opening, the completed *Unofficial Results Form* and accompanying bid documents will be given to the requisitioning Department Head for evaluation.

The lowest and/or any bid not necessarily accepted.

The Municipality of Red Lake reserves the right to accept/reject, cancel/re-advertise any Tender/RFP/Quotation Call.

## BID IRREGULARITIES

A Bid Irregularity is a deviation between the requirements (terms, conditions, specifications, special instructions) of a bid request and the information provided in a bid response.

For the purposes of this policy, Bid Irregularities are further classified as “**Major Irregularities**” or “**Minor Irregularities**”.

A “**Major Irregularity**” is a deviation from the bid request that affects the price, quality, quantity or delivery, and is material to the award. If the deviation is permitted, the bidder could gain an unfair advantage over competitors. The Requisitioning Department Head must reject any bid, which contains a major irregularity.

A “**Minor Irregularity**” is a deviation from the bid request, which affects form, rather than substance. The effect on the price, quality or delivery is not material to the award. If the deviation is permitted or corrected, the bidder would not gain an unfair advantage over competitors. The Requisitioning Department Head may permit the bidder to correct a minor irregularity.

### Mathematical Errors – Rectified by Staff

The Treasurer will correct errors in mathematical extensions and/or taxes, and the unit prices will govern. The responsibility for correcting mathematical errors may be delegated to the Deputy Treasurer or Requisitioning Department Head.

### Action Taken

The Requisitioning Department Head will be responsible for all action taken in dealing with bid irregularities, and acts in accordance to the nature of the irregularity:

- Major Irregularity (Automatic Rejection)
- Minor Irregularity (Bidder May Rectify)
- Mathematical Error (Additions or Extensions) as above

In the event that the bidder withdraws a bid due to the identification of a Major Irregularity, the Municipality may disqualify such Bidder from participating in Municipal Quotations/Tenders/Requests for Proposals for a period of up to one (1) year.

**BID IRREGULARITIES – SUMMARY**

Item	Description	Major	Minor	Action
1.	Late Bids (By Any Amount of Time)	X		Automatic Rejection
2.	Bid Completed in Pencil	X		Automatic Rejection
3.	Bid Surety not submitted with the bid when the bid request (or any addendum) indicated as such	X		Automatic Rejection
4.	Execution of Agreement to Bond: a) Bond Company Corporate Seal or Equivalent proof of authority to bind company or signature missing b) Surety Company not licensed to do business in Ontario	X		Automatic Rejection
5.	Execution of Bid Bonds: a) Corporate Seal or Equivalent proof of authority to bind company or signature of Bidder or both missing b) Corporate Seal or Equivalent proof of authority to bind company or signature of Bonding Company missing	X		Automatic Rejection
6.	Other Bid Security: Cheque which has not been certified	X		Automatic Rejection
7.	Bidders not attending mandatory site meeting	X		Automatic Rejection
8.	Unsealed Tender Envelopes (envelope containing tender documents – not outer (courier) envelope)	X		Automatic Rejection
9.	Proper Response Envelope or Label Not Used/Envelope does not indicate project name		X	Acceptable if received on time
10.	Pricing or Signature Pages Missing	X		Automatic Rejection
11.	Insufficient Financial Security (i.e. No deposit or Bid Bond or Insufficient Deposit)	X or	X	a) Where security is required and amount <b>is not</b> specified in request, Automatic Rejection unless insufficiency is deminimus (trivial or insignificant) b) Where security is required and amount of security <b>is</b> specified in request, Automatic Rejection
12.	Bid Received on documents other than those provided in request	X		Not acceptable unless specified otherwise in request – Automatic Rejection

**BID IRREGULARITIES – SUMMARY – CONTINUED**

Item	Description	Major	Minor	Action
13.	Execution of Bid Document – Proof of authority to bind is missing	X		Automatic Rejection
14.	Part bids (i.e. all items not included in bid)	X or	X	Acceptable unless complete bid has been specified in the request
15.	Bids containing minor clerical errors		X	Two (2) working days to correct initial errors electronically (email or fax) but originals must follow. Municipality reserves the right to waive initialing and accept bid
16.	Uninitialed changes to request documents which are minor (i.e. bidder's address in amended by overwriting but not initialed)		X	Two (2) working days to correct initial errors electronically (email or fax) but originals must follow. Municipality reserves the right to waive initialing and accept bid
17.	Alternate Items Bid in Whole or in Part		X	Available for further consideration unless specified otherwise in request
18.	Unit Prices in the Schedule of Prices have been changed, but not initialed		X	Two (2) working days to correct initial errors electronically (email or fax) but originals must follow. Municipality reserves the right to waive initialing and accept bid
19.	Other Mathematical errors which are not consistent with the unit prices		X	Two (2) working days to initial corrections electronically (email or fax) but originals must follow. Unit prices will govern
20.	Pages requiring completion of information by Bidder are missing	X		Automatic Rejection
21.	Bid Documents which suggest that the bidder has made a major mistake in calculations or bid			Consultation with a Solicitor on a Case-by-Case basis and referenced within the staff report if applicable

**NOTE:** The above list of irregularities should not be considered all-inclusive. The requisitioning Department Head, in consultation with the Treasurer or designate, will review minor irregularities not listed. The requisitioning Department Head may then accept the bid or request that the bidder rectify the deviation.