



Request for Proposal
For
**Purchase and Development of
9 Hughes Crescent, Red Lake**

Request for Proposal No.: 17-2026

Issued: October 9, 2026

Deadline to Submit Questions: October 29, 2026

Submission Deadline: November 26, 2026 at 2:00pm Local Time

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

Request for Proposal Contact: Michelle Laing
Email: procurement@redlake.ca

1 INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Introduction

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

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

1.2 Invitation to Proponents

This Request for Proposal (the "RFP") is an invitation by The Corporation of the Municipality of Red Lake (the "Municipality") to prospective proponents to submit proposals for this RFP as further described in Part 4 of the RFP.

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

1.3 RFP Contact

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

Michelle Laing, Procurement & Resource Planning Specialist
procurement@redlake.ca

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

1.4 Proponent Eligibility

Proponents must be legal entities authorized to conduct business in Ontario. If the Proponent is a corporation, it must be in good standing under the applicable legislation.

If a Proponent does not carry on business in Ontario, it must be properly registered or licensed to operate in its home jurisdiction. Proof of registration may be required prior to contract award.

1.5 Questions and Addenda

Any questions regarding this RFP must be submitted in writing to the RFP Contact by the Deadline for Questions as stated in the RFP Timetable (Section 1.7).

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

1.6 Transaction Structure and Form of Agreement

This RFP is intended to identify a qualified purchaser/developer to acquire and develop the Property in accordance with the requirements of this RFP. The Municipality may invite a Preferred Proponent to participate in Stage 2 and negotiate an Agreement of Purchase and Sale, Development Agreement, and any related agreements considered necessary by the Municipality.

Any transaction arising from this RFP shall be subject to the Municipality's land sale requirements, all applicable laws, any required Approval Authority approval, and the execution of final agreements in a form satisfactory to the Municipality and its legal counsel. No binding transaction, obligation to sell the Property, or right to purchase the Property shall arise unless and until all required agreements have been finalized, approved, and executed by all required parties.

1.7 RFP Timetable*

Issue Date of RFP:	October 9, 2026
Site Visit / Pre-Bid Meeting:	N/A
Deadline for Questions:	October 29, 2026
Submission Deadline:	November 26, 2026

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

Commented [ML1]: RFP schedule based on negotiations

1.8 Site Meeting (if deemed applicable by the Municipality)

A site meeting will not be held.

1.9 Submission of Proposals

All proposals must be submitted electronically using the following method:

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

- Electronic submissions must be received prior to 2:00pm local time on the closing date.

It is the responsibility of the Proponent to confirm that the Municipality has received the Proposal.

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

The RFP Contact may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in Section 1.7.

1.10 Electronic Submission File Structure (Required)

Proponents shall submit four (4) separate PDF files, with the Resumes file required only where resumes are included as part of the response to Section 4.7.1:

- Mandatory Submission Forms (Appendices B, C, D, and E/F if applicable)
 - Named "RFP [No.] – [Proponent] – Forms.pdf"
- Technical Proposal (all evaluated content responding to Part 4)
 - Named "RFP [No.] – [Proponent] – Technical.pdf"
- Financial Proposal

- Named "RFP [No.] – [Proponent] – Financial.pdf"
- D. Resumes (if resumes are included as part of the response to Section 4.7.1, they shall be included as a separate file)
 - Named "RFP [No.] – [Proponent] – Resumes.pdf"

1.11 Joint Submissions

If a Proposal is submitted jointly by two or more legal entities, the word "Proponent" shall mean each and all such legal entities, and the undertakings, covenants, and obligations of such joint Proponents in the Proposal and any contract awarded thereunder shall be both joint and several.

1.12 Amendment of Proposals

Proponents may amend a Proposal only by submitting a complete replacement Proposal through the Municipality's submission portal prior to the Submission Deadline set out in Section 1.7. The most recent complete submission received before the Submission Deadline will be considered the official Proposal and all prior versions will be disregarded.

1.13 Withdrawal of Proposals

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

1.14 Opening of Proposals

An informational public opening of Proposals will take place at 2:00 pm local time on the Submission Deadline. The names of Proponents will be read aloud, but no pricing or evaluation details will be disclosed. Financial Proposals will not be opened or disclosed at the public opening.

[End of Part 1]

2 EVALUATION, ACCEPTANCE AND EXECUTION.

2.1 Stages of Evaluation

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

2.2 Stage I - Mandatory Submission Requirements

The Municipality will first review each Proposal to confirm that it includes all Mandatory Submission Forms and other Mandatory Submission Requirements identified in Section 4.7. Proposals that do not meet all mandatory requirements may be rejected and not evaluated further.

2.3 Stage II – Weighted Criteria

Proposals not excluded at Stage I will be evaluated and scored based on the weighted criteria set out in Section 4.8 (Weighted Criteria).

2.4 Scoring Methodology

Proposals will be scored, to assist in determining the preferred proponent, on a scale of 0 to 10 for each criterion, according to the following definitions:

Score Range	Meaning/Guidance	Rating
0-3	Response shows major weaknesses or omissions. Lacks understanding of requirement or provides vague or insufficient detail. May raise concerns about the proponent's capability or suitability.	Below Expectations
4-7	Response is generally complete and addresses the requirement with adequate detail and understanding. May lack clear strengths or added value but meets minimum expectations.	Meets Expectations
8-10	Response is well-developed, demonstrates strong understanding, and provides clear advantages such as added value, innovation, or efficiencies. Inspires confidence in delivery.	Exceeds Expectations

Evaluator scores will be averaged and multiplied by the criterion's weight to determine weighted score.

2.5 Instructions on How to Provide Financial Proposal

- 2.5.1** The Proposal shall include the Proponent's proposed purchase price for the Property, stated in Canadian dollars and exclusive of HST, if applicable.
- 2.5.2** The Proposal shall clearly identify the total proposed financial consideration to the Municipality, including the purchase price, confirmation that the Proponent is prepared to provide the required \$15,000 deposit, the proposed timing of payment, and any other financial terms or conditions proposed by the Proponent.

- 2.5.3** The Proponent shall identify whether the proposed purchase price or any other financial component of the Proposal is conditional upon financing, due diligence, municipal approvals, development incentives, grants, tax treatment, servicing assumptions, environmental findings, or any other matter.
- 2.5.4** The Proposal shall include a preliminary development budget for the proposed development, including estimated land acquisition costs, hard construction costs, soft costs, servicing costs, contingency, financing costs, and any other material costs required to complete the proposed development.
- 2.5.5** The Proposal shall identify all proposed sources of funding for both the acquisition of the Property and the proposed development, including equity contribution, lender financing, private investment, grants, incentives, tax programs, or other public funding, if any.
- 2.5.6** The Proposal shall clearly identify all assumptions, exclusions, conditions, and dependencies related to the proposed purchase price, development budget, financing plan, and implementation schedule. Any assumptions or exclusions that are inconsistent with the objectives or mandatory requirements of this RFP may result in rejection of the Proposal or a lower evaluation score.
- 2.5.7** Purchase price is one evaluation factor only. The Municipality is not required to select the Proposal offering the highest purchase price and may consider the overall public, economic, financial, and development benefits of each Proposal.
- 2.5.8** The Municipality may request clarification of the financial proposal, including confirmation of inclusions, assumptions, financing status, proposed deposit, development budget, and sources and uses of funds. Clarifications will not permit a Proponent to materially amend its purchase price, financing plan, development concept, or other substantive terms after the Submission Deadline.
- 2.5.9** The Municipality may reject any Proposal that contains financial terms, assumptions, conditions, or exclusions that the Municipality considers unacceptable, uncertain, excessive, commercially unreasonable, inconsistent with the RFP, or likely to impair the successful completion of the proposed transaction or development.
- 2.5.10** For the purposes of evaluation, "Financial Proposal" means the Proponent's proposed purchase price, proposed deposit, development budget, financing plan, evidence of financial capacity, and any related financial assumptions, conditions, or proposed municipal assistance.
- 2.5.11** If a Proposal assumes any municipal contribution, incentive, below-market disposition, tax assistance, servicing contribution, deferral, grant, or other form of municipal assistance, the Proponent shall clearly identify the nature, amount, timing, and legal basis for the requested assistance. Nothing in this RFP shall be interpreted as a commitment by the Municipality to provide any such assistance.
- 2.5.12** The Proponent shall confirm whether it is prepared to provide a deposit in the amount required by this RFP upon execution of the Agreement of Purchase and Sale and Development Agreement, or at such other time as may be required by the Municipality.
- 2.5.13** The minimum acceptable purchase price for the Property that would be considered is \$55,700 per acre, exclusive of HST, if applicable. Proponents may offer a higher purchase price as part of their competitive financial proposal, and the proposed purchase price will be evaluated as part of the Financial Capacity and Financial Proposal criterion.

2.6 Ranking of Proponents

After the completion of all stages, scores will be added together and multiplied by the designated weight for each category. Proponents will be ranked based on their total scores. The top-ranked proponent may receive a written invitation to enter into direct negotiations to finalize the agreement with the Municipality.

2.7 Contract Negotiation

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process and the transaction requirements set out in Part 4. Negotiations may include the proposed purchase price, deposit, due diligence conditions, closing conditions, development milestones, security requirements, land use commitments, servicing obligations, site maintenance requirements, reporting obligations, remedies for non-performance, and the terms of the Agreement of Purchase and Sale, Development Agreement, and any related agreements required by the Municipality.

Negotiations will not constitute acceptance of a Proposal, approval of a transaction, an agreement to sell the Property, or the creation of any legally binding relationship between the Municipality and any Proponent unless and until all required agreements have been finalized, approved by the applicable Approval Authority, and executed by all required parties. Any negotiated refinement must remain consistent with the objectives, mandatory requirements, and development requirements of this RFP.

2.8 Time Period for Negotiations

The Municipality intends to work with the Preferred Proponent to complete Stage 2 within a timeframe considered reasonable by the Municipality, beginning from the date the written invitation to participate in Stage 2 is issued. The Municipality may establish specific deadlines for due diligence, confirmation of financing, submission of updated development information, negotiation of transaction documents, Approval Authority consideration, and execution of final agreements.

Proponents should be prepared to:

- Satisfy the transaction and development requirements outlined in Part 4;
- Provide all requested supporting documentation, including evidence of financing, development schedules, security information, and due diligence materials;
- Participate in negotiations in good faith and without delay.
- Confirm whether it is prepared to proceed substantially on the basis of its Proposal, or identify any requested refinements arising from due diligence; and
- Execute all required agreements if the transaction is approved by the applicable Approval Authority.

If the Preferred Proponent fails to participate in Stage 2 in a timely manner, fails to provide satisfactory documentation, proposes a Material Change not acceptable to the Municipality, or fails to execute required agreements within the timeframe established by the Municipality, the Municipality may discontinue negotiations and proceed in accordance with this RFP.

2.9 Failure to Enter into Agreement

If the Preferred Proponent does not satisfy the applicable transaction requirements, pre-conditions, financing requirements, due diligence requirements, or other requirements set out in Part 4, or if the parties cannot successfully negotiate and finalize the Agreement of Purchase and Sale, Development Agreement, and any related agreements within a timeframe acceptable to the Municipality, the Municipality may discontinue negotiations with the Preferred Proponent.

In that event, the Municipality may, in its sole discretion, invite another Proponent to participate in Stage 2, cancel or reissue the RFP, retain ownership of the Property, pursue another disposition process, or take any other course of action permitted by law. The Municipality shall not be liable for

any costs, expenses, losses, damages, or anticipated profits incurred by any Proponent as a result of the suspension, termination, or failure of negotiations.

2.10 Reserved Rights of the Municipality

The Municipality reserves the right to reject any or all Proposals, cancel or amend this RFP at any time, discontinue negotiations, decline to proceed with any transaction, retain ownership of the Property, reissue the RFP, pursue another disposition process, negotiate with another Proponent where permitted by this RFP, or proceed with a different course of action without liability. In exercising this discretion, the Municipality will act in good faith and in accordance with its policies and applicable laws.

Without limiting the generality of the foregoing, the Municipality specifically reserves the right to:

- reject any Proposal that does not adequately advance the Municipality's development objectives for the Property;
- reject any Proposal that contains financial terms, assumptions, conditions, or exclusions that the Municipality considers unacceptable, uncertain, excessive, commercially unreasonable, or likely to impair successful completion of the transaction or development;
- reject any Proposal that is inconsistent with the permitted uses, development objectives, mandatory requirements, land sale requirements, or public interest objectives of this RFP;
- reject any Proposal where the Proponent has not demonstrated sufficient experience, financial capacity, financing credibility, project team capacity, or ability to complete the proposed development;
- request clarification or verification of information contained in any Proposal, provided that such clarification does not permit a Proponent to materially amend or improve its Proposal after the Submission Deadline;
- negotiate transaction terms with a Preferred Proponent, including purchase price, deposit, closing conditions, development milestones, security requirements, title protections, land use commitments, and remedies for non-performance;
- determine whether a proposed refinement during Stage 2 constitutes a Material Change; and
- decline to proceed with the sale of the Property if no Proposal is determined to be in the Municipality's best interests.

[End of Part 2]

3 GENERAL RFP TERMS AND CONDITIONS

3.1 Proponents to Follow Instructions

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

3.2 Proposals in English

All submitted proposals are to be in English only.

3.3 No Incorporation by Reference

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

3.4 Information in RFP Provided for Convenience Only

The Municipality and its advisors make no representation, warranty, or guarantee as to the accuracy, completeness, reliability, or sufficiency of any information contained in this RFP, any addenda, or any materials otherwise made available to proponents in connection with this RFP.

Any information regarding the Property, including its size, boundaries, legal description, zoning, servicing, access, environmental condition, soil conditions, development potential, permitted uses, utility availability, title matters, encumbrances, easements, restrictions, costs, or any other matter, is provided for convenience and general information purposes only.

Proponents are solely responsible for conducting their own investigations, inspections, inquiries, title searches, due diligence, professional reviews, and independent verification of all matters relevant to their Proposal, proposed purchase price, financing plan, development concept, and intended use of the Property.

No Proponent shall be entitled to rely on any information provided by the Municipality, except to the extent expressly stated in a final Agreement of Purchase and Sale or other transaction document executed by the Municipality.

3.5 Proponents to Bear Their Own Costs

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

3.6 Indemnification

Each Proponent, and if applicable the Preferred Proponent or Purchaser, shall be responsible for all claims, demands, damages, losses, liabilities, costs, expenses, fines, penalties, actions, proceedings, and legal costs arising from or related to its participation in this RFP process, its Proposal, any due diligence activities, access to the Property, investigations, inspections, testing, proposed acquisition, development, construction, occupancy, operation, or use of the Property,

including the acts or omissions of its employees, agents, consultants, contractors, subcontractors, volunteers, invitees, lenders, advisors, or representatives.

- access to or use of the Property for due diligence, inspections, investigations, testing, surveys, environmental assessments, geotechnical work, servicing reviews, or other inquiries;
- damage to the Property, municipal infrastructure, neighbouring lands, utilities, improvements, or personal property caused by the Proponent or its representatives;
- personal injury, death, property damage, contamination, release of hazardous substances, regulatory non-compliance, construction activities, site security, site maintenance, or failure to satisfy obligations under this RFP, the Proposal, any access agreement, the Agreement of Purchase and Sale, the Development Agreement, or any related agreement.

Each Proponent, and if applicable the Preferred Proponent or Purchaser, shall indemnify and hold harmless the Municipality, its elected officials, officers, employees, agents, advisors, consultants, insurers, legal counsel, successors, and assigns from and against all such claims, demands, damages, losses, liabilities, costs, expenses, fines, penalties, actions, proceedings, and legal costs. This indemnity shall apply whether the matter arises before or after selection of a Preferred Proponent and shall survive the completion, cancellation, or termination of the RFP process and, where applicable, the closing of any transaction, except to the extent expressly modified in a final written agreement executed by the Municipality.

3.7 Proposal to be Retained by the Municipality

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

3.8 No Obligation to Proceed or Grant Exclusivity

Unless expressly stated in this RFP or in a separate written agreement approved and executed by the Municipality, the Municipality makes no commitment to sell the Property, proceed with any Proposal, enter into an Agreement of Purchase and Sale, enter into a Development Agreement, or complete any transaction arising from this RFP.

The identification of a Preferred Proponent does not create exclusivity, a right to purchase the Property, a binding agreement, or any legal or equitable interest in the Property. The Municipality may discontinue negotiations, decline to proceed with any transaction, retain ownership of the Property, pursue another disposition process, or take any other course of action permitted by law.

COMMUNICATIONS AFTER ISSUANCE OF RFP

3.9 Proponents to Review RFP

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

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

3.10 Authorized Communications Only

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

No such communications are to be directed to anyone other than the RFP Contact. Failure to restrict communications to the RFP Contact may result in the rejection of the Proponent's submission.

The Municipality is under no obligation to provide additional information, and the Municipality is not responsible for any information provided by or obtained from any source other than the RFP Contact in writing.

3.11 All New Information to Proponents by Way of Addenda

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

3.12 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.

3.13 Verify, Clarify, and Supplement

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

NOTIFICATION AND DEBRIEFING

3.14 Notification to Other Proponents

Following completion of the evaluation process and once the Municipality has made a final decision regarding the outcome of this RFP process, the Municipality will notify proponents of the outcome. The Municipality may also publicly post the result on the Municipality's website, as appropriate.

For clarity, the identification of a Preferred Proponent, commencement of Stage 2, or negotiation of transaction documents does not constitute a final award, approval of a transaction, or agreement to sell the Property. Notification of the final outcome may occur after the Municipality determines whether to proceed with a transaction, discontinue negotiations, cancel or reissue the RFP, invite another Proponent to participate in Stage 2, or take another course of action permitted by this RFP.

3.15 Debriefing

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

During the debriefing, the Municipality may provide feedback regarding the evaluation process and the Proponent's submission, including general information about the Proponent's score or ranking, where applicable. The Municipality will not disclose another Proponent's financial proposal, proprietary information, confidential information, commercially sensitive information, or information that may be protected from disclosure by law.

CONFLICT OF INTEREST AND PROHIBITED CONDUCT

3.16 Conflict of Interest

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

3.17 Disclosure Requirements

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

3.18 Disqualification for Conflict of Interest

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

3.19 Professional Operations

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

3.20 Disqualification for Prohibited Conduct

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

3.21 Proponent Not to Communicate with Media

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

3.22 Prohibited Lobbying and Influence

Proponents must not attempt to influence the outcome of this procurement process through direct or indirect communication with any current or former municipal staff, elected officials, or agents of the Municipality, other than the RFP contact. Any such attempt may result in disqualification of the proponent, at the Municipality's sole discretion.

3.23 Illegal or Unethical Conduct

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

3.24 Past Performance or Past Conduct

The Municipality may prohibit a Proponent from participating in this RFP process, disqualify a Proponent, rescind Preferred Proponent status, discontinue Stage 2 negotiations, or exercise any other rights available to the Municipality based on past performance, past conduct, or information relevant to the Proponent's ability, integrity, or suitability to acquire and develop the Property. This may include, but is not limited to, the following:

- illegal, unethical, misleading, or improper conduct in this or any prior procurement, land disposition, development, construction, financing, or municipal approval process;
- failure or refusal to honour a submitted proposal, purchase price, financing commitment, development commitment, schedule, security requirement, or other material representation made to the Municipality or another public authority;
- any conduct, situation, or circumstance determined by the Municipality, in its sole discretion, to involve an undisclosed conflict of interest, a lack of financial capacity, a lack of development capacity, prior default, unresolved dispute, poor performance, litigation risk, or other matter that may adversely affect the integrity of the RFP process or the successful completion of the proposed transaction or development.

CONFIDENTIAL INFORMATION

3.25 Confidential Information of the Municipality

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

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

3.26 Confidential Information of Proponent

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

questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.27 USE OF PROPOSAL MATERIALS AND INTELLECTUAL PROPERTY Ownership of Deliverables

All proposals and related materials submitted in response to this RFP shall become the property of the Municipality and will not be returned to the Proponent.

By submitting a Proposal, each Proponent grants the Municipality and its elected officials, officers, employees, agents, consultants, advisors, and legal counsel the right to review, copy, reproduce, evaluate, retain, and use the Proposal and related materials for the purposes of administering this RFP process, evaluating proposals, conducting due diligence, negotiating transaction documents, preparing reports to Council or the Approval Authority, and completing any transaction arising from this RFP.

3.28 Proponent Intellectual Property

Nothing in this RFP transfers ownership of a Proponent's pre-existing intellectual property, proprietary concepts, business methods, plans, drawings, renderings, designs, financial models, templates, or other materials to the Municipality, except as expressly provided in this RFP or in any final agreement.

However, by submitting a Proposal, each Proponent grants the Municipality a non-exclusive, royalty-free licence to use, reproduce, summarize, and disclose Proposal materials as reasonably necessary for the purposes of this RFP process, evaluation, due diligence, negotiation, approval, reporting, audit, legal review, and compliance with applicable law.

3.29 No Compensation for Proposal Materials

No Proponent shall be entitled to payment or compensation for any proposal, concept, drawing, rendering, plan, design, financial model, development approach, idea, or other material submitted in response to this RFP, whether or not the Municipality proceeds with the Proposal, selects a Preferred Proponent, completes Stage 2, enters into any agreement, or completes a transaction.

PROCUREMENT PROCESS

3.30 No Contract A and No Claims

This RFP is a request for proposals and is not intended to create a formal, legally binding tendering process. Neither this RFP, nor the submission, receipt, evaluation, clarification, ranking, or selection of any Proposal, is intended to create Contract A, a tendering contract, or any other contractual relationship between the Municipality and any Proponent.

- This RFP will not give rise to any obligations under Contract A, a tendering contract, or any other process or collateral contract; and
- No Proponent shall have any claim against the Municipality, whether in contract, tort, equity, restitution, misrepresentation, or otherwise, arising from the issuance of this RFP, the evaluation or rejection of any Proposal, the identification of a Preferred Proponent, the commencement or termination of Stage 2 negotiations, the cancellation or reissuance of this RFP, or the Municipality's decision not to proceed with any transaction.

3.31 No Binding Transaction Until Execution of Written Agreements

No legal relationship, obligation, right to purchase, right to sell, or binding transaction shall arise between the Municipality and any Proponent unless and until all required transaction documents have been negotiated, finalized, approved by the applicable Approval Authority, and executed by all required parties.

Participation in this RFP, selection as a Preferred Proponent, commencement of Stage 2, completion of due diligence, or negotiation of transaction documents does not create any obligation on the Municipality to sell the Property, approve a transaction, enter into an Agreement of Purchase and Sale, enter into a Development Agreement, or complete any transaction.

3.32 Non-Binding Financial Proposal Prior to Final Agreement

Financial information submitted by a Proponent, including the proposed purchase price, deposit, development budget, financing plan, capital investment, and related assumptions, will be evaluated as part of the Proposal. However, no financial term shall be binding on the Municipality unless and until it is incorporated into final transaction documents approved and executed by the Municipality.

Any inaccurate, misleading, unsupported, withdrawn, or materially altered financial information may adversely affect the evaluation or ranking of a Proposal, the Municipality's decision to invite a Proponent to Stage 2, or the Municipality's decision to continue or discontinue negotiations.

3.33 Disclosure of Land Value, Appraisals, and Internal Estimates

The Municipality is not required to disclose any internal valuation, appraisal, reserve price, financial analysis, or assessment of the Property unless such information is expressly included in this RFP or otherwise made publicly available by the Municipality.

Proponents are responsible for determining their proposed purchase price, development budget, financing requirements, servicing costs, construction costs, and overall financial proposal based on their own investigations, due diligence, professional advice, and assessment of the Property.

3.34 Rejection of Financially Unsustainable or Unsupported Proposals

The Municipality may reject any Proposal where, in the Municipality's sole discretion, the proposed purchase price, development budget, financing assumptions, municipal assistance assumptions, servicing assumptions, or other financial terms appear unrealistic, unsupported, commercially unreasonable, excessively conditional, or likely to impair the successful completion of the transaction or proposed development.

The Municipality may also assign a lower score to a Proposal where the financial proposal is vague, internally inconsistent, unsupported by credible evidence, dependent on uncertain funding sources, or otherwise does not demonstrate the Proponent's ability to acquire the Property and complete the proposed development.

3.35 Cancellation

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

GOVERNING LAW AND INTERPRETATION

3.36 Interpretation of Terms and Conditions

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

3.37 Governing Law

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

3.38 Compliance with Laws and Regulations

The Proponent, and if applicable the Preferred Proponent or Purchaser, shall be responsible for ensuring that its Proposal, due diligence activities, acquisition of the Property, proposed development, construction, operation, and future use of the Property comply with all applicable municipal, provincial, and federal laws, regulations, by-laws, codes, standards, approvals, permits, licences, and authorizations.

Without limiting the generality of the foregoing, the Proponent shall be responsible for compliance with all applicable requirements relating to planning, zoning, site plan control, building permits, fire and life safety, accessibility, environmental matters, occupational health and safety, employment standards, workplace safety and insurance, municipal servicing, utilities, and any other legal or regulatory requirements applicable to the proposed development and use of the Property.

3.39 Permits and Authorizations

The Proponent, and if applicable the Preferred Proponent or Purchaser, shall be solely responsible, at its own cost and expense, for identifying, applying for, obtaining, maintaining, and complying with all approvals, permits, licences, studies, agreements, consents, inspections, and authorizations required for the proposed acquisition, due diligence, development, construction, occupancy, operation, and use of the Property.

The Municipality's issuance of this RFP, evaluation of a Proposal, identification of a Preferred Proponent, commencement of Stage 2, negotiation of transaction documents, or sale of the Property shall not be interpreted as approval of any planning, building, servicing, fire, accessibility, environmental, or other regulatory matter.

3.40 Municipality's Right to Verify Compliance

The Municipality reserves the right to request information, documentation, confirmations, certificates, reports, records, or other evidence reasonably required to verify the Proponent's or Preferred Proponent's compliance with this RFP, its Proposal, the transaction documents, and any applicable legal, financial, insurance, development, servicing, reporting, or approval requirements.

Without limiting the foregoing, the Municipality may request evidence of corporate authority, financing, insurance, WSIB clearance, permits, approvals, construction progress, development milestone completion, environmental or servicing compliance, and any other matter relevant to the proposed transaction or development. Failure to provide satisfactory information within the timeframe required by the Municipality may result in disqualification, discontinuance of

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negotiations, withholding of approval, termination of an agreement, or the exercise of any other rights or remedies available to the Municipality.

[End of Part 3]

4 RFP PARTICULARS

4.1 Background and Intent

The Municipality of Red Lake invites qualified and experienced proponents for the purchase and development of municipally owned property located at 9 Hughes Crescent, Red Lake, Ontario.

The intent of this Request for Proposal ("RFP") is to identify a qualified purchaser/developer with the experience, financial capacity, and development plan necessary to acquire and develop the property in a manner that advances the Municipality's strategic vision and economic objectives.

The Municipality's objective is not simply to dispose of land. The Municipality is seeking a development outcome that advances public interest, including economic growth as outlined in the 2025 Community Capacity Study and Business Gap Analysis.

This RFP is the first stage of a two-stage selection and transaction process. During Stage 1, the Municipality will evaluate compliant proposals using the evaluation criteria and weightings expressly set out in this RFP. Following the evaluation, the Municipality may identify the highest-ranked proponent to participate in Stage 2. Identification as the Preferred Proponent does not constitute acceptance of its proposal, approval of the transaction, an award of a contract, or an agreement to sell the Property.

During Stage 2, the Preferred Proponent may be provided with an opportunity to conduct property specific due diligence, refine its development proposal in response to information obtained through due diligence, and negotiate an Agreement of Purchase and Sale, Development Agreement, and any related agreements with the Municipality.

Any refinement or negotiated change during Stage 2 must remain consistent with the fundamental objectives, mandatory requirements, and development requirements of this RFP.

No binding transaction shall exist unless and until all required agreements have been finalized, executed by the Municipality and Preferred Proponent, and approved by the applicable Approval Authority.

For the purpose of this RFP

- Approval Authority means the Municipal Council or, only to the extent lawfully authorized under applicable legislation and a delegation by-law in force at the relevant time, the Chief Administrative Officer or another authorized delegate of the Municipality.
- The Preferred Proponent means the proponent, if any, invited by the Municipality in writing to participate in Stage 2. Preferred Proponent status does not create a binding agreement, exclusivity, a right to purchase the Property, or an obligation on the Municipality to complete a transaction.
- Material change means a change to a proposal or a proposed transaction that materially departs from the mandatory requirement, the proposed development concept, the financial consideration, the proponent's financial capacity or the proposed completion schedule.

Commented [CG2]: Are we providing our APS and Development Agreement as an appendix to the RFP?

Commented [TS2R2]: No.

4.2 Property Description

4.2.1 Overview

The Property subject to this RFP is municipally owned land located at 9 Hughes Crescent, Red Lake, Ontario.

The Property is situated within the Municipality of Red Lake and is considered a strategic development opportunity due to its location, existing infrastructure, and potential to support the Municipality's economic development objectives.

The Municipality is seeking proposals that demonstrate an understanding of the property's development potential and present a realistic, financially sustainable plan for its development and long-term use.

4.2.2 Property Information

Property Attribute	Description
Municipal Address	9 Hughes Crescent
Legal Description	Surface Rights Only: part mining claim KRL 11252 Heyson and part mining claim KRL 11251 Heyson being lands and lands covered with the water of part of a lake within the limits of these mining claims Parts 1 & 2 23R 14822, excepting and reserving unto Copperfields Mining Corporation limited, and its assigns, all mining rights, mines and minerals, whether solid, liquid or gaseous already found or which may hereafter be found to exist within, upon or under the said lands, with full liberty of ingress, egress and regress at all times and generally to do all other acts or things necessary or proper for working and obtaining the said mines or minerals; excepting and reserving unto Copperfields Mining Corporation and its assigns, all mining rights, mines and minerals, whether solid, liquid or gaseous already found or which may hereafter be found to exist within, upon or under the said lands, with full liberty of ingress, egress and regress at all time and generally to do all other acts and things necessary or proper for working and obtaining the said mines or minerals; Red Lake subject to an easement in gross over Part 2 23R 14822 as in KN 35218 Municipality of Red Lake
Ownership	Municipality of Red Lake
Current Use	Vacant Land
Zoning	Highway Commercial (C3)
Site Area	Approximately 3.5 acres
Official Plan Designation	Highway Commercial (C3)
Services	Municipal Water and Sewer Main, Ontario Hydro, Enbridge Natural Gas, Telephone, Cable
Access	Municipal Road Access by Hughes Crescent

4.3 Permitted, Preferred and Prohibited Uses

The proposed development must comply with the permitted uses for the Highway Commercial (C3) zone and must be a commercial use intended to serve the general public. Proposals for dormitory-style mine accommodations, mining camps, or similar workforce lodging facilities will not be considered. Permitted Highway Commercial (C3) uses include the following:

- Automobile Sales Establishment
- Automobile Service Station
- Building Supply Outlet
- Car Wash
- Fuel Depot
- Gasoline Bar
- Hotel
- Recreational Vehicle Sales Establishment
- Restaurant
- Retail Store
- Shopping Centre
- Theatre

For greater clarity, a proposal that is primarily intended to provide mine accommodations for a mine (mining operation) or a workforce camp will not be considered acceptable. The proposed development concept under this RFP, even if ancillary commercial services are included, must serve the general public.

4.4 Property Condition and Due Diligence

The Property is being offered on an "as is, where is" basis and the Municipality makes no representations or warranties, express or implied, regarding the condition, suitability, environmental status, development potential, servicing capacity, fitness for any particular purpose, or compliance of the Property with any applicable laws, regulations, or standards.

Proponents are solely responsible for conducting their own investigations, inspections, inquiries, and due diligence to determine the suitability of the Property for their intended use and development.

Any information provided by the Municipality is provided for information purposes only and shall not be relied upon by proponents. It remains the responsibility of each proponent to independently verify all information relevant to its proposal and intended development.

The successful proponent shall acknowledge that it is acquiring the Property based on its own investigations and assessments and not in reliance on any representation or warranty made by the Municipality except as may be expressly set out in a finalized Agreement of Purchase and Sale.

The Preferred Proponent will be responsible for conducting all property, environmental, planning, servicing, and development due diligence during Stage 2. The Municipality does not guarantee that any proposed development will receive the approvals necessary to proceed.

4.5 Scope of Work

4.5.1 General

The Municipality is seeking proposals for the purchase and development of the Property. Through this RFP, the Municipality intends to select a purchaser/developer capable of delivering a commercially viable development that advances the Municipality's economic development objectives and contributes to the long-term growth and sustainability of the community.

The successful proponent will be responsible for all activities necessary to acquire, plan, finance, design, develop, construct, and operate the proposed development.

The Municipality is not prescribing a specific development concept. Proponents are encouraged to demonstrate innovation and market knowledge while ensuring their proposal aligns with the Municipality's development objectives.

4.5.2 Development Requirements

The proposed development should:

- Support economic growth, business attraction, and employment opportunities within the Municipality;
- Address identified community and market needs;
- Enhance the utilization and value of the Property;
- Be financially viable and sustainable over the long term;
- Be compatible with surrounding land uses and municipal planning objectives;
- Enhance the appearance and functionality of the Property and surrounding area;
- Demonstrate a realistic and achievable implementation schedule; and
- Provide measurable community and economic benefits.

Subject to the permitted uses of the Highway Commercial (C3) zone and the requirement that the development serve the general public, the Municipality may consider proposals for a broad range of commercial, tourism, service, hospitality, or other compatible uses that demonstrate alignment with the Municipality's objectives. Dormitory-style mine accommodations, mining camps, and similar workforce lodging facilities will not be considered.

As part of their proposal, proponents shall identify

- The proposed acquisition timeline
- Key development milestones
- The anticipated date for obtaining required approvals and permits
- The anticipated construction commencement date
- The anticipated substantial completion date
- The estimated total capital investment associated with the proposed development
- Any phasing of the development

The Municipality intends to incorporate the successful proponent's development commitments into transaction documents, including the Agreement of Purchase and Sale and/or Development Agreement. Such commitments may include development milestones, commencement and

completion dates, minimum capital investment requirements, security requirements, reporting obligations, and remedies in the event of non-performance.

The Municipality reserves the right to require reversionary rights, repurchase rights, financial security, or other mechanisms reasonably necessary to ensure that the development proceeds substantially in accordance with the approved proposal

4.5.3 Responsibilities

The successful proponent shall be responsible for all costs and activities associated with the proposed development, including but not limited to:

- Property acquisition
 - Acquisition of the Property through an Agreement of Purchase and Sale negotiated with the Municipality
 - Completion of any due diligence investigations deemed necessary by the proponent
 - Verification of site conditions and suitability for the proposed development
 - Execution and registration of a Development Agreement and any other required agreements negotiated with the Municipality.
 - Completion of any required survey, reference plan, site plan control agreement, and registration of any such documents
- Planning and Approvals
 - Obtaining all approvals, permits, licenses, and authorizations required to complete the proposed development;
 - Preparing and submitting planning applications where required;
 - Coordinating with regulatory agencies and approval authorities.
- Project Design and Development
 - Preparation of all development concepts, plans, drawings, studies, and supporting documentation;
 - Site planning, access, parking, landscaping, and servicing design;
 - Architectural and engineering design;
 - Compliance with applicable legislation, codes, standards, and municipal requirements.
- Financing
 - Securing all financing required for the acquisition, development, construction, and operation of the project;
 - Demonstrating sufficient financial capacity to complete the proposed development
- Construction and Implementation
 - Project management and construction administration;
 - Procurement and management of contractors and consultants;
 - Construction of all approved improvements;
 - Compliance with all occupational health and safety requirements.

- Operation
 - Ownership, operation, and maintenance of the completed development;
 - Maintaining the Property and improvements in a safe, functional, and commercially reasonable condition.

4.6 Stage 2 Due Diligence and Transaction Process

4.6.1 Purpose

Following completion of the Stage 1 evaluation process, the Municipality may, in its sole discretion, invite the highest-ranked proponent to participate in Stage 2 as the Preferred Proponent.

The purpose of Stage 2 is to allow the Preferred Proponent and the Municipality to further review the proposed development, conduct due diligence, negotiate transaction documentation, and confirm that the proposed development remains feasible, financially viable, and consistent with the objectives of this RFP.

Selection as the Preferred Proponent does not create any legal or equitable interest in the Property, does not constitute acceptance of a proposal, and does not obligate the Municipality to proceed with a transaction.

4.6.2 Due Diligence

During Stage 2, the Preferred Proponent may be granted a reasonable opportunity to undertake such investigations and due diligence as it considers necessary to evaluate the Property and the proposed development. In any event, such reasonable opportunity shall not exceed thirty (30) days or such other period that the Municipality, in its sole discretion, deems reasonable.

Subject to the Municipality's approval and any access protocols established by the Municipality, due diligence activities may include:

- Site inspections;
- Environmental investigations;
- Survey reviews;
- Geotechnical investigations;
- Planning and zoning reviews;
- Servicing and utility investigations; and
- Any other inquiries or assessments deemed necessary by the Preferred Proponent.

All costs associated with due diligence shall be the sole responsibility of the Preferred Proponent.

4.6.3 Refinement of Development Proposal

As a result of information obtained through due diligence, the Preferred Proponent may request refinements to its development proposal.

Any refinement proposed during Stage 2 must remain substantially consistent with:

- The objectives of this RFP;
- The fundamental development concept proposed in Stage 1;
- The proponent's demonstrated financial capacity;
- The proposed implementation schedule; and
- Any mandatory requirements identified in this RFP.

The Municipality reserves the right to determine, in its sole discretion, whether a proposed refinement constitutes a Material Change.

4.6.4 Negotiation of Transaction Documents

During Stage 2, the Municipality and the Preferred Proponent may negotiate one or more transaction documents, including but not limited to:

- An Agreement of Purchase and Sale
- A Development Agreement
- Easement Agreements
- Site Plan Agreement
- Access Agreements
- Any other agreements reasonably required to facilitate the proposed transactions and development

The Municipality reserves the right to determine the contents of all final agreements and to require additional provisions necessary to protect the Municipality's interests.

4.6.5 Agreement of Purchase and Sale and Development Agreement Requirements

The Preferred Proponent shall be required to enter into an Agreement of Purchase and Sale and Development Agreement with the Municipality, in a form satisfactory to the Municipality and the Municipality's legal counsel.

Without limiting the Municipality's discretion during negotiations, the Agreement of Purchase and Sale and Development Agreement may include provisions respecting:

- Purchase Price – minimum purchase price of \$55,700.00 per acre plus HST, if applicable. Proponents may offer a higher purchase price as part of their competitive financial proposal.
- Deposit on Purchase Price - \$15,000.00
- Closing Conditions
- Council approval
- Compliance with the Municipality's land sale policy
- "as is, where is" provision
- Submission of a conceptual plan (including site layout and building massing) to the satisfaction of the Municipality
- Development milestones which will include a commitment to have the development completed within three (3) years of the transfer of the property;
- Construction commencement and completion requirements;
- Minimum investment commitments;
- Approved land uses;
- Site maintenance obligations;
- Security requirements; including a development security deposit equal to ten percent (10%) of the Proponent's proposed purchase price
- Reporting requirements;
- Default provisions;

- Remedies for non-performance; and
- Any other matters considered necessary by the Municipality.

The Municipality reserves the right to require development schedules, financial security, reversionary rights, repurchase rights, restrictive covenants, or other mechanisms designed to ensure that the proposed development is completed in accordance with the approved proposal.

4.6.6 Evidence of Financing

The Municipality may require the Preferred Proponent to demonstrate, to the satisfaction of the Municipality, that sufficient financing and equity have been secured to complete both the acquisition of the Property and the proposed development.

Without limiting the Municipality's discretion, the Preferred Proponent may be required to provide:

- Lender commitment letters;
- Evidence of available equity;
- Updated sources and uses statements;
- Confirmation that material financing conditions have been satisfied or waived;
- Evidence of access to contingency funding;
- Corporate guarantees, indemnities, or other financial assurances where appropriate; and
- Any additional financial information reasonably required by the Municipality.

The Municipality may require satisfactory evidence of financing prior to execution of transaction documents, prior to closing, prior to the issuance of building permits, or at such other milestones as may be established in the Agreement of Purchase and Sale, Development Agreement, or related agreements.

Failure to obtain, maintain, or demonstrate satisfactory financing within the required timeframe may result in:

- Termination of negotiations;
- Termination of the Agreement of Purchase and Sale or Development Agreement, if applicable;
- Forfeiture of deposits or security in accordance with the applicable agreements; and/or
- The exercise of any other rights or remedies available to the Municipality.

4.6.7 Security and Performance Assurance

The Municipality reserves the right to require financial security as a condition of the transaction and Development Agreement. Such security may include deposits, letters of credit, performance security, or other forms of security acceptable to the Municipality.

The form and amount of any additional security required beyond the development security deposit identified in this RFP will be determined during Stage 2 negotiations and may take into consideration the nature, scale, complexity, and risk profile of the proposed development.

4.6.8 Failure of Negotiations

If the Municipality and the Preferred Proponent are unable to successfully conclude negotiations within a timeframe considered reasonable by the Municipality, the Municipality may, in its sole discretion

- Terminate negotiations

- Cancel the RFP process
- Initiate a new procurement process
- Invite another proponent to participate in Stage 2
- Pursue any other course of action permitted by law

The Municipality shall not be liable for any costs, expenses, losses or damages incurred by any proponent arising from the conclusion, suspension, or termination of negotiations.

4.6.9 No Binding Agreement

No binding obligation shall arise between the Municipality and any proponent unless and until

- All required transaction documents have been negotiated and finalized
- The transaction has received all required approvals from the Applicable Approval Authority
- The agreements have been executed by all required parties
- Any conditions precedent have been satisfied or waived in accordance with the applicable agreements

Until such time, the Municipality reserves the unrestricted right to discontinue negotiations and decline to proceed with any transaction.

4.7 Mandatory Submission Requirements

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

- Submission Form (Appendix B)
- Statement of Understanding and Declaration Form (Appendix C)
- Acknowledgement of Addenda Form (Appendix D)
- Conflict of Interest Form, if applicable (Appendix E)
- Technical proposal responding to the evaluated submission content requirement set out in Section 4.7.1
- Financial proposal submitted as a separate file in accordance with Section 1.10 and Section 2.5
- Evidence of financial capacity sufficient to assess the Proponent's ability to acquire the Property and complete the proposed development

For clarity, the financial proposal shall be submitted as a separate file from the technical proposal. Financial information will be evaluated as part of the weighted criteria but must also include sufficient supporting information to demonstrate that the Proposal is credible and capable of being completed

4.7.1 Submission Content Requirements (Evaluated)

At a minimum, proponents shall provide:

- Development Concept

Proponents shall provide a clear description of the proposed development, including:

- the proposed land use and business activities;

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- how the development aligns with the Municipality's economic development objectives;
- how the development responds to market demand and community needs;
- anticipated community and economic benefits;
- the intended long-term use of the Property; and
- a conceptual site plan, sketch, rendering, layout, or other preliminary design information sufficient to illustrate the proposed development concept.

A full architectural design package is not required at the proposal stage; however, proponents must provide enough visual or conceptual information for the Municipality to understand the proposed use, site layout, scale, and general development intent. Failure to provide a meaningful site concept or equivalent visual/conceptual information may result in a lower evaluation score for the Development Concept and Alignment with Municipal Objectives criterion.

- Proponent Qualifications

Proponents shall provide information regarding their qualifications and relevant experience, including

- corporate profile
- relevant development experience
- description of comparable projects completed
- identification of key project personnel and partners
- project partners, consultants, contractors or lenders, where known
- demonstrated ability to successfully complete similar developments

- Financial Capacity

The Financial Proposal shall be submitted as a separate file and shall include the Proponent's proposed financial terms and supporting financial information. The Financial Proposal will be evaluated under the Financial Capacity and Financial Proposal criterion.

At a minimum, proponents shall provide:

- proposed purchase price for the Property;
- required deposit amount and proposed timing of payment;
- preliminary development budget;
- estimated land acquisition costs;
- estimated construction costs;
- estimated soft costs;
- contingency allowance;
- proposed financing sources;
- lender information, if available;
- equity contribution;
- evidence of access to capital;
- assumptions regarding grants, incentives, tax programs, or other public funding, if any;

- current status of proposed financing;
- principal conditions that must be satisfied before financing will be advanced;
- anticipated date by which binding financing commitments will be obtained;
- any requested postponement, recognition, standstill, priority, or other arrangement involving the Municipality's registered interests; and
- confirmation that the Proponent is prepared to provide any security required under the Development Agreement.

Evidence of financial capacity is both a required submission component and an evaluated element. A Proposal that does not include any meaningful evidence of financial capacity may be rejected as incomplete or non-compliant. Where some financial information is provided but is vague, incomplete, unsupported, conditional, or not sufficient to demonstrate the Proponent's ability to complete the acquisition and proposed development, the Municipality may assign a lower evaluation score or may determine that the Proposal should not proceed further.

The Municipality is not required to select the Proposal with the highest purchase price. The Municipality will consider the overall credibility, completeness, and reasonableness of the financial proposal in relation to the proposed development, the Proponent's demonstrated capacity, and the Municipality's objectives for the Property.

- Development Schedule
 - Proposed timeline for acquisition
 - Key development milestones
 - Anticipated construction commencement date
 - Anticipated substantial completion date
 - Identification of major project risks and mitigation measures
- Development Commitments
 - Total proposed capital investment
 - Number of jobs to be created or retained, if applicable
 - Anticipated assessment growth
 - Expected community benefits

4.8 Weighted Criteria

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

Criteria Category	Weight	Description
Development Concept and Alignment with Municipal Objectives	25%	Assesses the strength, clarity, and suitability of the proposed development, including alignment with the Municipality's economic development objectives, identified market and community needs, proposed land use, site concept, and expected community and economic benefits
Proponent Qualifications and Relevant Experience	15%	Assesses the Proponent's qualifications and relevant experience, including corporate profile, comparable development experience, key project personnel, project partners, and demonstrated ability to successfully complete similar developments.
Financial Capacity and Financial Proposal	30%	Assesses the completeness, credibility, and reasonableness of the financial proposal, including the proposed purchase price, preliminary development budget, financing approach, equity contribution, evidence of access to capital, financing status and conditions, and overall financial capacity to complete the acquisition and proposed development.
Development Schedule and Implementation Plan	15%	Assesses the completeness and realism of the proposed implementation plan, including the acquisition timeline, development milestones, approvals and permitting schedule, construction commencement, substantial completion, phasing, sequencing, and identification of project risks and mitigation measures
Development Commitments and Community/Economic Benefits	15%	Assesses the proposed development commitments and anticipated community and economic benefits, including capital investment, job creation or retention, assessment growth, long-term use of the Property, and other measurable benefits to the Municipality
Total	100%	

[End of Part 4]

APPENDIX A – REGISTRATION PAGE**PRE-SUBMISSION ONLY – DO NOT INCLUDE WITH PROPOSAL****REGISTRATION FORM**

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

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

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

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

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

APPENDIX B – SUBMISSION FORM



Request for Proposal Title:

Closing Date and Time:

Please fill out the following form, naming one (1) person to be the Proponent's contact for the RFP process and for any clarifications that may be necessary.	
Legal Name of Proponent (if a Proposal is submitted jointly by two or more legal entities, each and all such entities must be identified)	
Operating Name (if different)	
Mailing Address	
Phone Number	
Email Address	
HST Number (if applicable)	
Authorized Contact Name & Title	

Signature

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

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

APPENDIX C – STATEMENT OF UNDERSTANDING

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

Acknowledgement of RFP and Policies

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

Acknowledgement that the RFP Governs the Process

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

Non-Binding Procurement Process

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

Ability to Provide Deliverables

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

Proposal Validity

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

Acknowledgment of Addenda

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

Conflict of Interest Declaration

The Proponent has reviewed the Conflict of Interest clause in Section 3.16 of the RFP. The Proponent declares that (**check one box below**):

☐ No actual or potential Conflict of Interest exists

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

No Prohibited Conduct

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

Disclosure of Information

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

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

Public Disclosure of Award

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

Authorization to Bind the Proponent

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

Signature

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

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

APPENDIX D – ACKNOWLEDGEMENT OF ADDENDA

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

We acknowledge that we have reviewed all addenda issued as referenced in Section 3.11 of the Request for Proposal. The contents of all addenda are incorporated into our Proposal and will be considered part of any resulting contract, if awarded.

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

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

☐ No Addenda Issued

Signature

By signing below, I/We acknowledge that I/we have reviewed all addenda issued as referenced in Section 3.11 of the RFP and confirm that all amendments, clarifications, and changes to scope have been incorporated into our Proposal.

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

APPENDIX E – CONFLICT OF INTEREST DECLARATION FORM



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

Details of Conflict

- Please provide a detailed explanation of the actual or potential conflict of interest, including:
- Names of individuals involved
- Relationship to The Corporation of the Municipality of Red Lake
- Nature of the conflict
- Mitigation measures proposed (if any)

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

Signature

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

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

APPENDIX F – SUBCONTRACTOR DISCLOSURE FORM



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

FIRM NAME	DOLLAR AMOUNT
CATEGORY OF WORK	

FIRM NAME	DOLLAR AMOUNT
CATEGORY OF WORK	

FIRM NAME	DOLLAR AMOUNT
CATEGORY OF WORK	

FIRM NAME	DOLLAR AMOUNT
CATEGORY OF WORK	