



**Request for Proposal  
For  
Designated Substances Survey Services – 3 year contract**

Request for Proposal No.: 11-2026

Issued: Monday April 27, 2026

Deadline to Submit Questions: Wednesday May 13, 2026

Submission Deadline: Wednesday May 27, 2026 at 2:00 PM CDT

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

**Request for Proposal Contact:** Shawna Gauthier  
**Email:** [Shawna.gauthier@redlake.ca](mailto:Shawna.gauthier@redlake.ca)

## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

### 1.1 Introduction

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

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

### 1.2 Invitation to Proponents

This Request for Proposal (the “RFP”) is an invitation by the Corporation of the Municipality of Red Lake (the “Municipality”) to prospective proponents to submit proposals for Designated Substance Survey Services, 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:

Shawna Gauthier, Executive Assistant  
[shawna.gauthier@redlake.ca](mailto:shawna.gauthier@redlake.ca)

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

### 1.4 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 *Business Corporations Act (Ontario)* or registered under the *Business Names Act (Ontario)*.

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 will 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 Type of Contract for Deliverables

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

### 1.7 RFP Timetable

Issue Date of RFP:	Monday April 27, 2026
Deadline for Questions:	Wednesday May 13, 2026
Submission Deadline:	Wednesday May 27, 2026

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

### 1.8 Submission of Proposals

All proposals must be submitted in one of the following methods:

- **Electronically:** Via the Municipality's official procurement portal at [www.redlake.ca/document-submission-portal/](http://www.redlake.ca/document-submission-portal/)
  - Electronic submissions must be received prior to 2:00pm local time (Central Standard Time) on the closing date.
  - Proposals shall be submitted in PDF format where feasible to ensure compatibility and document integrity.

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 Proposal Call.

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.

### 1.9 Amendment of Proposals

Updated proposals may only be submitted prior to the submission deadline as specified in Section 1.7, RFP Timetable. Proposals submitted after this deadline will not be accepted.

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

### 1.10 Withdrawal of Proposals

A Proponent may withdraw its Proposal at any time prior to the Submission Deadline by written notice signed by an authorized representative. After the Submission Deadline, the Municipality may consider a Proponent's withdrawal, refusal to honour its Proposal, or failure to participate in

negotiations in good faith when assessing the Proponent's eligibility for future procurements, in accordance with the Municipality's Procurement By-Law and this RFP.

**1.11 Proposal Validity**

Proposals shall remain open for acceptance by the Municipality for a period of ninety (90) calendar days following the Submission Deadline, unless otherwise extended by written agreement of the parties.

**1.12 Opening of Proposals**

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

[End of Part 1]

## **PART 2 – EVALUATION, ACCEPTANCE AND EXECUTION.**

### **2.1 Stages of Evaluation**

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

### **2.2 Stage I - Mandatory Submission Requirements**

Proposals that meet all mandatory submission requirements will proceed to Stage II.

### **2.3 Stage II – Weighted Criteria**

Proposals that pass Stage II will be evaluated based on the weighted criteria set out in Part 4 (RFP Particulars).

#### **2.3.1 Scoring Methodology**

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

<b>Score Range</b>	<b>Meaning/Guidance</b>	<b>Rating</b>
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.

### **2.4 Instructions on How to Provide Pricing**

- 2.4.1 Adjustments to fees will only be considered based on increases to the scope of services if requested by the Municipality.
- 2.4.2 All pricing must be provided in Canadian funds and shall include all applicable duties, and taxes, except for HST, which shall be itemized separately. Prices must be all-inclusive, and shall include all labour, supervision, travel, mileage, accommodations, equipment, sampling supplies, reporting, administration, overhead, courier charges, and any other incidental costs to perform the Deliverables, unless expressly identified otherwise in Part 4.
- 2.4.3 The Municipality reserves the right to seek clarification where pricing appears inconsistent, unrealistic, or not reflective of the scope of work. The Municipality may reject a Proposal where, in its reasonable opinion, the pricing creates undue financial risk, demonstrates a

misunderstanding of the Deliverables, or does not provide a reliable basis for contract administration.

## **2.5 Ranking of Proponents**

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

## **2.6 Contract Negotiation**

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the Municipality or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. Negotiations may include clarification or refinement of terms to better align with the Municipality's requirements, provided such changes do not materially alter the scope of intent of the RFP.

## **2.7 Time Period for Negotiations**

The Municipality intends to finalize an agreement with the top-ranked proponent within the Contract Negotiation Period, beginning from the date of the invitation to negotiate is issued.

Proponents should be prepared to:

- Satisfy the pre-conditions of award outlined in Part 4 (RFP Particulars)
- Provide all requested supporting documentation or clarifications promptly;
- Participate in negotiations in good faith and without delay.

Following successful negotiation, the selected proponent will receive a written notice of intent to award and must confirm its acceptance within ten (10) business days. If the proponent fails to respond within this timeframe, the Municipality may proceed with another proponent or cancel the RFP process entirely.

## **2.8 Failure to Enter into Agreement**

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

## **2.9 Reserved Rights of the Municipality**

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

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

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- Reject any Proposal that, in the opinion of the Municipality, is materially unbalanced and may pose an undue financial risk or reflect a misunderstanding of the work;
- Reject any Proposal that exceeds the Municipality's available budget to the extent that the Deliverables cannot reasonably be funded or approved; or
- Request clarification or additional information to assist in the evaluation of any Proposal.

[End of Part 2]

## **PART 3 – GENERAL RFP TERMS AND CONDITIONS**

### GENERAL INFORMATION AND INSTRUCTIONS

#### **3.1 Proponents to Follow Instructions**

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

#### **3.2 Proposals in English**

All submitted proposals are to be in English only.

#### **3.3 No Incorporation by Reference**

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

#### **3.5 Information in RFP only an Estimate**

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

#### **3.6 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.

#### **3.7 Indemnification**

The successful Proponent shall indemnify and hold harmless the Municipality, its elected officials, officers, employees, and agents from and against claims, losses, damages, costs, and expenses arising from the negligent acts, errors, omissions, or wilful misconduct of the Proponent or its employees, agents, or subcontractors in the performance of the Deliverables, except to the extent caused by the negligence or wilful misconduct of the Municipality.

#### **3.8 Proposal to be Retained by the Municipality**

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

### **3.9 No Guarantee of Volume of Work or Exclusivity of Contract**

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

## **COMMUNICATIONS AFTER ISSUANCE OF RFP**

### **3.10 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.

### **3.11 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.

### **3.12 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.

### **3.13 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.

### **3.14 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

### **3.15 Notification to Other Proponents**

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

### **3.16 Debriefing**

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

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

## CONFLICT OF INTEREST AND PROHIBITED CONDUCT

### **3.17 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.

### **3.18 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.

### **3.19 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.

### **3.20 Professional Operations**

The successful Proponent shall perform the Deliverables in a professional, competent, and diligent manner, using qualified personnel with the appropriate training, certifications, and experience required for the work.

### **3.21 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.

### **3.22 Proponent Not to Communicate with Media**

The successful Proponent shall not issue news releases or other public communications relating to the Deliverables or the resulting Agreement without the Municipality's prior written consent, except where required by law.

### **3.23 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.

### **3.24 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.

### **3.25 Past Performance or Past Conduct**

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

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

## **CONFIDENTIAL INFORMATION**

### **3.26 Confidential Information of the Municipality**

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

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

- d) Must be returned by the proponent to the Municipality immediately upon the request of the Municipality.

### **3.27 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.

## **INTELLECTUAL PROPERTY RIGHTS**

### **3.28 Ownership of Deliverables**

All final reports, drawings, inventories, photographs, and other deliverables prepared specifically for the Municipality under the resulting Agreement shall become the property of the Municipality upon payment.

Where the Deliverables incorporate the Proponent's pre-existing templates, tools, methodologies, or proprietary materials, ownership of those pre-existing materials remains with the Proponent, but the Municipality shall receive a perpetual, non-exclusive, royalty-free licence to use them to the extent necessary to use, rely on, reproduce, and maintain the Deliverables for municipal purposes.

## **PROCUREMENT PROCESS**

### **3.32 No Contract A and No Claims**

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

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

### **3.33 Assignment-Based Work and Pricing**

The resulting Agreement will establish the general terms, rates, and service requirements for the contract term. The Municipality may request project-specific quotations for individual assignments, and no work shall proceed unless the Municipality has approved the quotation and issued a Purchase Order.

### **3.33 No Contract Until Execution of Written Agreement**

No legal relationship or obligation regarding the procurement of the Deliverables will be created between the proponent and the Municipality by this RFP process until the successful negotiation

and execution of a written agreement. Participation in this RFP does not create any obligation for the Municipality to award a contract or enter into negotiations with any proponent.

### **3.34 Non-binding Price Estimates**

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

### **3.35 Budget Disclosure**

The Municipality will not disclose the project budget or internal cost estimates to proponents, except where such information has been made publicly available through Council-approved budgets or other published materials on the Municipality's website. Proponents should base their pricing on the scope and requirements set out in this RFP and their own professional judgment.

### **3.36 Rejection of Unreasonably High Pricing**

The Municipality reserves the right to reject any proposal where, in the Municipality's sole and absolute discretion, the total proposed pricing:

- Significantly exceeds the Municipality's internal cost estimates or available funding
- Is not competitive with prevailing market rates for similar deliverables; or
- Represents poor value for money when assessed in conjunction with the evaluation criteria.

Where proposals are found to be unreasonably priced, the Municipality may choose to disqualify them prior to the evaluation of rated criteria, as outlined in Section 2.3 – Financial Viability Screening. Such disqualification will be applied reasonably and in good faith and will be documented in accordance with procurement best practices.

### **3.37 Cancellation**

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

## **SUBCONTRACTING & THIRD PARTY SUPPLIERS**

### **3.38 Disclosure of Subcontractors and Suppliers**

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

### **3.39 Proponent's Responsibility for Subcontractors**

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

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

### **3.40 Changes to Subcontractors**

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

### **3.41 Municipality's Right to Request Additional Information**

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

## **GOVERNING LAW AND INTERPRETATION**

### **3.42 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.

### **3.43 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.

### **3.44 Compliance with Laws and Regulations**

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

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

### **3.45 Permits and Authorizations**

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

### **3.46 Municipality's Right to Verify Compliance**

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

[End of Part 3]

## **PART 4 – RFP PARTICULARS**

### **4.1 Project Background**

The Municipality of Red Lake is seeking a qualified professional to conduct Designated Substances Surveys (DSS) for various properties over a three-year period, in accordance with Ontario Regulation 490/09 under the Ontario Occupational Health and Safety Act.

The surveys will identify, sample and document designated substances prior to demolition or renovation activities.

Designated substances include, but are not limited to, asbestos, lead, silica, mercury, PCBs, and other potentially hazardous material (ie. ozone-depleting substances, mould, etc.).

### **4.2 Scope of Work**

#### **4.2.1 Initial Planning**

The Consultant shall:

- Review available building history, environmental reports, and drawings
- Determine sampling strategy and access requirements
- Prepare a site-specific Health and Safety Plan

#### **4.2.2 Site Inspections**

Activities shall include:

- Visual identification of suspect-designated substance materials and quantity estimations
- Photographic documentation
- Identification of representative sampling locations

#### **4.2.3 Sampling & Laboratory Analysis**

The Consultant shall:

- Collect bulk, dust, air or material samples as appropriate
  - If building is slated for demolition, destructive sampling can be used if deemed required
- Use accredited laboratories for all analyses
- Maintain chain of custody documentation
- Follow safe sampling, containment, and decontamination procedures

### **4.3 Deliverables**

For each property or assignment, the Consultant shall provide:

- DSS report (PDF and Microsoft Word format)
- Laboratory analytical reports
- Annotated floor plan(s) (PDF format)
- Updated DSS inventory for all surveyed properties

The DSS Report shall include, at minimum:

- Executive summary
- Building description and assessment method
- Sample locations, results, and interpretation
- Identification of designated substances (locations, quantities, and condition)
- Risk assessment recommended controls, and recommended abatement methods
- Annotated drawings or floor plans identifying material locations
- Summary tables
- Embedded photographic records and relevant field observations

All reports must comply with O.Reg. 490/09 and industry best practices.

A standardized reporting format shall be used for all properties throughout the contract term.

#### **4.4 Contract Term and Assignment Structure**

This contract will remain in effect for three (3) years from the date of award. Throughout this period:

- The Municipality will identify properties requiring DSS work on an as-needed basis.
- Projects will be distributed intermittently over the three-year term, depending on municipal priorities and property readiness
- The consultant shall maintain firm-level capacity to respond to survey requests within the service timelines defined in this Scope of Work.
- Individual project volumes may vary; the Municipality does not guarantee a minimum or maximum number of assignments.

A separate Purchase Order will be issued for each property or assignment. Only work authorized by a municipal Purchase Order may proceed.

#### **4.5 Evaluated Proposal Content Requirements**

Proponents must include the following information in their proposal submission:

##### **4.5.1 Company Overview and Experience**

The Proponent shall provide the following:

- A brief company overview, including years in business and areas of specialization
- A summary of the Proponent's experience providing Designated Substance Survey services of similar size and scope, including experience working in remote or northern locations
- A list of similar projects completed within the last five (5) years, including project description, location, and client

##### **4.5.2 Qualifications**

The consultant must demonstrate:

- Experience conducting DSS for Ontario municipalities
- Demonstrated knowledge of O. Reg. 490/09 and applicable standards

- Relevant professional designations and/or certifications
- A minimum of five (5) years of experience in hazardous materials and Designated Substances Surveys

Any personnel substitutions during the contract must maintain equal or superior qualifications

#### **4.5.3 Service Timelines**

Unless otherwise agreed to in writing, the following timelines apply to each project:

**Site visit:** within two (2) calendar weeks of municipal request

**Draft report:** within ten (10) business days of sample collection

**Final report:** within five (5) business days of receiving municipal comments

The consultant shall meet these service timelines for all assignments, unless otherwise mutually agreed upon in writing.

Proponents shall confirm that they can meet the required timelines and shall describe their approach to scheduling, staffing, and completing assignments within the required timeframes.

#### **4.5.4 Health and Safety Compliance**

The consultant will:

- Adhere to the Occupational Health and Safety Act
- Ensure staff are trained in asbestos, lead, silica awareness, WHMIS and confined spaces
- Follow safe sampling protocols and all required containment and decontamination procedures
- Training records shall be provided upon request

The Consultant shall provide a site-specific Health and Safety Plan prior to each site visit.

#### **4.5.5 Pricing**

Proponents must submit a complete and detailed Fee Proposal outlining all costs associated with the Deliverables described in this RFP.

The Municipality intends to retain a Consultant for a three (3) year term and will issue project-specific requests for quotation on individual properties as required. The submitted fee schedule will form the basis for pricing individual assignments. The Municipality does not guarantee a minimum volume of work under this contract.

Pricing must:

- Be provided in Canadian dollars;
- Be all-inclusive, covering all labour, materials, travel, equipment, administration, overhead, freight, courier and any other costs required to complete the work;
- Include travel to, from, and within the Municipality of Red Lake, including mileage and accommodations, where applicable;
- Include sampling and laboratory analysis costs, where applicable;
- Include reporting and administrative time;

- Clearly identify any optional or additional services that may be billed separately (e.g. meetings, additional consultation, regulatory updates), and provide hourly rates for these services.

Proponents shall complete the Fee Schedule provided in Appendix E. The Fee Schedule shall include, at a minimum:

- Hourly rates for all staff classifications (e.g. Project Manager, Consultant, Technician);
- Unit rates for sampling and laboratory analysis (e.g. bulk samples, air samples, etc.);
- Hourly rates for report preparation and administrative time;
- Travel time hourly rates, if applicable;
- Mileage rates, if applicable;
- Any square-foot or per-building pricing models, if used by the Proponent.

For each individual assignment, the Municipality will provide the Consultant with available building information (e.g. size, age, drawings if available, photos, scope of renovation or demolition). The Consultant will then provide a project-specific quote based on the submitted fee schedule. Work shall not proceed until a written quote has been approved and a Purchase Order has been issued by the Municipality.

All pricing shall remain firm for the first year of the contract. After the first year, the Consultant may request an annual price adjustment, subject to municipal approval, to a maximum increase equal to the annual Consumer Price Index (CPI) for Canada.

#### 4.5.5.1 Project Cost Scenario

In order to allow the Municipality to evaluate typical project costs, Proponents shall provide an estimated cost breakdown for a sample project based on the following example scenario:

##### Sample Project Scenario:

- **Building Size:** 10,000 sq. ft
- **Building Type:** Office/light institutional
- **Approximate Age:** 1975
- **Scope:** Renovation (non-destructive sampling)
- **Suspected Materials:** drywall joint compound, ceiling tiles, floor tile, mechanical insulation

Proponents shall provide:

- Estimated hours by staff classification
- Estimated number of samples
- Estimated laboratory costs
- Estimated report preparation hours
- Travel time and costs
- Total estimated project cost

This information will be used for evaluation purposes only and will not form part of the contract pricing.

#### **4.5.6 Sample DSS Report**

Proponents shall submit one (1) sample Designated Substances Survey report completed for a similar project. The sample report will be evaluated for quality, clarity, completeness, and overall usability.

#### **4.5.7 References**

Proponents shall provide a minimum of three (3) references for projects of similar size and scope completed within the last five (5) years. References should include the following:

- Organization name,
- Contact person,
- Phone number, and;
- Brief description of the project.

The Municipality may contact references to confirm project details, quality of work, timeliness, and overall performance.

#### **4.5.8 Laboratory Accreditation**

Proponents shall provide proof of lab accreditation for the laboratory(s) that will be used for sample analysis. The Municipality reserves the right to request additional documentation confirming laboratory qualifications and certifications.

### **4.6 Mandatory Submission Forms**

In addition to the Evaluated Proposal 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)
- Acknowledgement of Addenda (Appendix C)
- Statement of Understanding and Declaration Form (Appendix D)
- Conflict of Interest Form, if applicable (available on the municipal website at [www.redlake.ca/tenders-and-request-for-proposal/](http://www.redlake.ca/tenders-and-request-for-proposal/))
- Subcontractor Disclosure Form, if applicable (available on the municipal website at [www.redlake.ca/tenders-and-request-for-proposal/](http://www.redlake.ca/tenders-and-request-for-proposal/))

#### 4.7 Weighted Criteria

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

Criteria Category	Description	Weight
Company Experience, Qualifications, and Health & Safety	Assesses the Proponent's experience with DSS projects, knowledge of O. Reg. 490/09, municipal and northern/remote experience, and qualifications of proposed personnel, and demonstrated health and safety training and procedures	20%
Sample DSS Report	Assesses the quality, clarity, completeness, and usability of the sample report, including how well the report aligns with the Municipality's report requirements outlined in this RFP.	20%
Service Timelines	Assesses demonstrated ability to meet required timelines, including availability of staff, ability to travel to remote locations, and overall capacity to complete assignments within required timeframes.	25%
Fee Schedule & Sample Scenario Costing	Assesses the fee schedule, typical project cost based on the sample scenario and overall value to the Municipality.	30%
References	Satisfactory performance on similar projects.	5%
Lab Accreditation		Pass/Fail
	Total	100%

#### 4.8 Pre-Conditions of Award

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

##### 4.6.1 Proof of Insurance

The successful Proponent shall provide proof of the following insurance coverage prior to contract award and shall maintain such insurance for the duration of the contract:

**Commercial General Liability Insurance:** The successful Proponent shall carry Commercial General Liability Insurance in the amount of \$5,000,000 per occurrence and \$10,000,000 in the aggregate providing coverage for Bodily Injury, Property Damage, Products and Completed Operations Liability, Contractual Liability, and Severability of Interests. The successful Proponent shall include The Corporation of the Municipality of Red Lake as an "additional insured" and provide a waiver of subrogation in their favour.

**Automobile Insurance:** If used in the performance of the successful Proponent's Services, Automobile Liability Insurance, including bodily injury and property damage, in the amount of \$2,000,000 including any owned, leased, hired and non-owned automobiles.

**Professional Liability Insurance:** The successful Proponent shall carry Professional Liability Insurance in the amount of \$5,000,000 per claim and \$5,000,000 in the aggregate. Insurance must be carried for a minimum of three (3) years after Project completion and shall have no exclusion for pollution, mold or asbestos coverage.

All required insurance coverage must be maintained throughout the term of the contract and must provide the Municipality with at least thirty (30) days' written notice of cancellation or material change.

**4.6.2 WSIB Clearance Certificate (if applicable)**

A valid WSIB clearance certificate must be provided to confirm compliance with Workplace Safety and Insurance Board (WSIB) requirements. This certificate must be provided prior to the award of the contract and maintained throughout the contract term.

**4.6.3 Subcontractor Approval (if applicable)**

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

[End of Part 4]

**APPENDIX A – REGISTRATION PAGE**

**PRE-SUBMISSION ONLY – DO NOT INCLUDE WITH PROPOSAL**



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** [shawna.gauthier@redlake.ca](mailto:shawna.gauthier@redlake.ca)

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

**APPENDIX B – SUBMISSION FORM**



Request for Proposal Title:

Closing Date and Time:

Please fill out the following form, naming one (1) person to be the bidder's contact for the RFP process and for any clarifications that may be necessary.	
Legal Name of Proponent (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:

1. Acknowledgement of RFP and Policies

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

2. Acknowledgement that the RFP Governs the Process

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

3. Non-Binding Procurement Process

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

4. Ability to Provide Deliverables

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

5. Proposal Validity

The Proponent agrees that this Proposal, including all pricing and terms, 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.

6. Acknowledgment of Addenda

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

7. Conflict of Interest Declaration

The Proponent has reviewed the Conflict of Interest clause in Section 3.16 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

8. No Prohibited Conduct

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

Request for Proposal  
11-2026 Designated Substance Survey Services

9. Disclosure of Information

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

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

10. Public Disclosure of Award

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

11. Authorization to Bind the Proponent

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

**Signature**

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

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

**APPENDIX D – ACKNOWLEDGEMENT OF ADDENDA**



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

We acknowledge that we have reviewed all addenda issued as referenced in Section 3.11 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 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 – SCHEDULE OF FEES**



Proponents shall complete all applicable sections below. Rates are to be provided exclusive of HST and shall include all overhead, profit, and disbursements unless otherwise noted.

**1. Hourly Rates – Staff Classifications**

Staff Classification	Hourly Rate (\$/hour)	Overtime Rate (\$/hour)	Notes/Assumptions
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**2. Sampling & Laboratory Unit Rates**

Description of Service	Unit	Unit Rate (\$)	Turnaround Time	Notes/Assumptions
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**3. Report Preparation & Administrative Services**

Description	Unit	Rate (\$)	Notes/Assumptions
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**4. Travel Time**

Description	Unit	Rate (\$)	Notes/Assumptions
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**5. Mileage**

Description	Unit	Rate (\$)	Notes/Assumptions
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**6. Alternative Pricing Models (if applicable)**

Description of Service	Unit (e.g. per sq. ft., per building)	Rate (\$)	Inclusions/Exclusions
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**7. Additional Costs / Disbursements**

Description	Unit	Rate (\$)	Notes/Assumptions
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**8. Summary of Assumptions**

Proponents shall list any assumptions, exclusions, or conditions that may impact pricing: