



# **Request for Proposal**

## **For**

### **Landscaping, Supply & Installation of Columbarium at the Red Lake Cemetery**

Request for Proposal No.: 16-2025

Date Issued: Friday May 16, 2025

Deadline to Submit Questions: Friday May 30, 2025

Submission Deadline: Wednesday June 11, 2025 at 2:00pm CST (local time)

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

**Request for Proposal Contact:** Heather Weese  
**Email:** [procurement@redlake.ca](mailto:procurement@redlake.ca)

## **PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS**

### **1.1 Introduction**

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

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

### **1.2 Invitation to Proponents**

This Request for Proposal (the "RFP") is an invitation by the Corporation of the Municipality of Red Lake (the "Municipality") to prospective proponents to submit proposals for the Landscaping, Supply & Installation of a Columbarium at the Red Lake Cemetery, as further described in Part 4 of the RFP.

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

### **1.3 RFP Contact**

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

Heather Weese, Procurement & Resource Planning Specialist

[procurement@redlake.ca](mailto: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 Questions and Addenda**

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

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

### **1.5 Type of Contract for Deliverables**

The selected proponent will be requested to finalize an agreement with the Municipality for the provision of the Deliverables. The Municipality intends to negotiate in good faith with the

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

**1.6 RFP Timetable**

Issued Date of RFP:	Friday May 16, 2025
Site Visit / Pre-Bid Meeting:	Tuesday May 27, 2025
Deadline for Questions:	Friday May 30, 2025
Deadline for Issuing Addenda:	Wednesday June 4, 2025
Submission Deadline:	Wednesday June 11, 2025
Anticipated Execution of Agreement:	June 2025

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

**1.7 Site Meeting**

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

***Tuesday May 27, 2025 at 10:00 am Central Standard Time (local time)***

***At the Forestry Road Municipal Cemetery located at 24 Forestry Rd, Red Lake, Ontario***

All interested proponents are required to attend in order to familiarize themselves with the site conditions and the scope of work. Any questions arising from the site meeting must be submitted in writing to the RFP Contact. Failure to attend will result in disqualification from the Proposal process.

**1.8 Submission of Proposals**

All proposals must be submitted in the following method:

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

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

**1.9 Proposal Submission Requirements**

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

### **1.10 Amendment of Proposals**

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

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

### **1.11 Withdrawal of Proposals**

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

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

### **1.12 Opening of Proposals**

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

[End of Part 1]

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

**2.1 Stages of Evaluation**

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

**2.2 Stage I - Mandatory Submission Requirements**

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

**2.3 Stage II – Weighted Criteria**

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

**2.4 Instructions on How to Provide Pricing**

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

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

**2.5 Ranking of Proponents**

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

**2.6 Contract Negotiation**

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

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

## **2.7 Time Period for Negotiations**

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

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

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

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

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

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

[End of Part 2]

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

**GENERAL INFORMATION AND INSTRUCTIONS**

**3.1 Proponents to Follow Instructions**

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

**3.2 Proposals in English**

All submitted proposals are to be in English only.

**3.3 No Incorporation by Reference**

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

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

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

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

### **3.8 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.

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

No such communications are to be directed to anyone other than the RFP Contact. The Municipality is under no obligation to provide additional information, and the Municipality is not responsible for any information provided by or obtained from any source other than the RFP Contact.

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

### **3.11 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 the RFP Particulars (Part 4). The Municipality may revisit, re-evaluate and rescore the proponent's response or ranking on the basis of any such information.

## **NOTIFICATION AND DEBRIEFING**

### **3.14 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.

### **3.15 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**

### **3.16 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 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 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.

**3.23 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,

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- 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**

**3.24 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.

**3.25 Confidential Information of Proponent**

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

**PROCUREMENT PROCESS**

**3.26 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.

### **3.27 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.

### **3.28 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.

### **3.29 Cancellation**

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

## **SUBCONTRACTING & THIRD PARTY SUPPLIERS**

### **3.30 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.

### **3.31 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.

### **3.32 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.

### **3.33 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**

### **3.34 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.

### **3.35 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.

### **3.36 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

### **3.37 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.

### **3.38 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 THE DELIVERABLES**

**Background and Intent**

The Municipality of Red Lake is undertaking an expansion of the columbarium garden at the Forestry Road Municipal Cemetery. The project involves the construction, supply, and installation of a new granite columbarium and development of a new landscaped memorial area beside the existing columbarium. This expansion is intended to increase capacity while enhancing accessibility and preserving the unified aesthetic of the cemetery grounds.

**Scope of Work**

The Municipality is seeking a single proponent to manage and execute the full scope of this project, including design coordination, site preparation, supply and installation of the columbarium, and all associated landscaping. The selected Proponent will serve as the primary point of contact and be fully responsible for the coordination and execution of all work, including any subcontracted components.

The project includes, but is not limited to:

- Finalization of detailed site design (landscaping and foundation layout);
- Site preparation, grading, drainage, and demolition/removal of existing materials;
- Construction of retaining walls, paved walkways, benches, and soft landscaping;
- Supply and installation of a granite niche columbarium, including freight and crane;
- Seamless, accessible pedestrian access between the existing and new landscaped areas; users must not be required to exit and re-enter separately;
- Final cleanup and waste removal;
- Coordination with municipal staff throughout the project duration;
- Submission of as-built drawings, warranty documentation, and basic maintenance instructions.

The Municipality will not coordinate multiple vendors. It is the responsibility of the general contractor to manage any subcontractors or specialty providers, including landscapers, masons, or columbarium manufacturers.

Proponents may submit individually or in partnership with subcontractors. One company must be identified as the lead proponent and will be solely responsible for contract delivery. All subcontractors must be disclosed using the Subcontractor Disclosure Form (Appendix F) and are subject to approval by the Municipality.

Installation shall be completed by October 31, 2025.

**Technical Specifications / Service Standards**

- Columbarium must be 100% granite construction, designed to require no maintenance
- Niche capacity: two (2) or more standard urns per niche; interchangeable granite doors; 8 spare doors must be provided

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- Freight and crane services to be included as part of installation
- All concrete, masonry, and hardscape materials must conform to CSA and OHSA standards
- Landscaping must meet accessibility standards and align with the existing site aesthetics

The Municipality retains final approval over all finishes and materials.

**Expected Deliverables**

The successful proponent will be required to deliver:

- One (1) complete granite niche columbarium, delivered and installed;
- Landscaped area including foundations, walkways, retaining walls, benches, and softscaping;
- Seamless and accessible pedestrian access between the existing and new areas;
- Coordination of all design, site preparation, and project management activities;
- Final site cleanup and waste removal
- As-built drawings of completed work
- Warranty documentation and maintenance instructions

**Additional Notes or Special Instructions**

The Municipality places high priority on visual cohesion with the existing columbarium garden. All new landscaping (pavers, benches, retaining walls, etc.) must match or closely resemble the existing features. The Municipality acknowledges that some products may be discontinued and will accept reasonable substitutions that preserve the overall look and quality.

While the columbarium unit itself does not need to match the existing unit aesthetically, it must be constructed of durable, low-maintenance materials. Proponents must avoid finishes prone to fading, rust, or surface degradation.

A map of the cemetery is provided as Appendix I. Proponents are responsible for completing their own measurements; the Municipality will not provide existing as-built drawings. As-built drawings of the new construction must be submitted as part of project closeout.

**4.2 MATERIAL DISCLOSURES**

This project is located in an operational municipal cemetery. Site access must be coordinated in advance and work must not interfere with cemetery operations. Proponents must allow for work stoppage during interments with at least two (2) business days' notice from the Municipality or as agreed upon with the Director of Operations.

A mandatory site visit is scheduled - see Section 1.7 for full details. Attendance is required for all proponents intending to submit. **The Registration Page (Appendix A) must be submitted prior to the site visit.**

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The Municipality expects the project to be completed in full during the 2025 construction season. Proponents are responsible for identifying any risks to timely delivery and must propose alternate timelines only where justified (e.g. material availability).

The Municipality will not provide existing as-built drawings. Proponents are expected to conduct their own measurements and site assessments.

While the Municipality does not require the columbarium to match the existing unit in appearance, it must be constructed of durable, maintenance-free materials that resist rust, fading, and deterioration.

All new landscape features (benches, pavers, retaining walls, etc) must match or closely resemble existing materials. Substitutions will be accepted where exact products are discontinued, provided the visual cohesion is preserved.

Due to the public nature of the site, noise, debris, and access must be carefully managed. All deliveries must be coordinated in advance, and the Municipality reserves the right to require specific work times or access routes.

#### 4.3 MANDATORY SUBMISSION REQUIREMENTS

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

	Name	Location	Description
4.3.1	Submission Form	Appendix B	A completed and signed Submission Form, including the proponent's legal name, contact information, and confirmation of their intent to be bound by the terms of the RFP.
4.3.2	Statement of Understanding and Declaration Form	Appendix C	A signed declaration confirming the proponent has reviewed all RFP documents, understands the scope of work, and is not in breach of any conflict of interest or collusion prohibitions.
4.3.3	Acknowledgement of Addenda Form	Appendix D	A signed acknowledgement confirming receipt and review of all addenda issued during the RFP process. If no addenda were issued, a signed form must still be submitted noting as such.
4.3.4	Conflict of Interest Form	Appendix E	<b>Required only if applicable.</b> Proponents must declare any actual or perceived conflicts of interest and provide a plan to manage or mitigate such conflicts.
4.3.5	Subcontractor Disclosure Form	Appendix F	<b>Required only if applicable.</b> Proponents must disclose all subcontractors intended to be used for



			<p>the project, including the scope of work they will perform, and confirm that each holds the necessary licenses and qualifications.</p> <p><i>Note: If, after award, the proponent needs to substitute any personnel identified in the proposal (including subcontractors), the Municipality must be notified in writing. The proponent must provide the name, qualifications, and role of the proposed replacement. Substitutions will only be permitted with written approval from the Municipality. Replacement personnel must possess qualifications and experience equal to or greater than those originally proposed. The proponent remains fully responsible for the performance of all assigned staff and subcontractors.</i></p>
4.3.6	Proposal		<p>Proponents must provide a detailed proposal that includes the following:</p> <ul style="list-style-type: none"> <li>• A detailed work plan outlining how the full scope of work will be completed</li> <li>• A preliminary site design showing layout, landscaping, and integration with existing areas</li> <li>• A project schedule identifying major milestones and confirming completion by October 31, 2025 including any risks or dependencies (e.g. long-lead time materials)</li> <li>• A description and design of the proposed columbarium unit and installation approach</li> <li>• A list of proposed materials and finishes</li> <li>• A description of how the proponent will coordinate all aspects of the project, including subcontractors</li> <li>• A description of the communication plan with municipal staff during the project</li> <li>• A list of all final deliverables to be submitted at project closeout</li> </ul>
4.3.7	Experience		Proponents must demonstrate their relevant experience by providing:

			<ul style="list-style-type: none"> <li>• A brief overview of their organization and years in operation</li> <li>• A description of at least 3 projects of similar size and scope</li> <li>• Names, roles and qualifications of key personnel who will work on the project</li> <li>• A clear explanation of how the team's experience aligns with the Deliverables</li> </ul>
4.3.8	Qualifications		Proponents must provide proof of relevant certifications, licenses, or professional qualifications necessary for completing the work required under the contract.
4.3.9	Capacity and Resources		Proponents must provide proof of having the necessary resources to complete the contract. This includes details on available personnel, their roles and experience as well as information about the equipment and facilities available for fulfilling the contract.
4.3.10	Health & Safety Compliance		Proponents must demonstrate compliance with health and safety regulations including proof of adherence to Occupational Health and Safety standards, documentation of a safety management plan or system and proof of safety training for relevant staff.
4.3.11	Other Mandatory Submission Requirements		<p>Proponents must provide the following with their proposal:</p> <ul style="list-style-type: none"> <li>• Product brochures, technical specifications, and warranty documentation for the columbarium unit</li> <li>• Design sketch or concept rendering of proposed landscaped columbarium area</li> <li>• Drawings and specifications of proposed columbarium</li> </ul>

**4.4 PRE-CONDITIONS OF AWARD**

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

	Item	Description
4.4.1	Commercial General Liability Insurance	<p>The selected proponent must provide a Certificate of Insurance (COI) naming the Municipality of Red Lake as an additional insured party. The COI must demonstrate proof of general liability insurance with a minimum coverage of \$5,000,000, inclusive, for bodily injury, death, and property damage, including loss of use of property.</p> <p>All required insurance coverage must be maintained throughout the term of the contract and endorsed to provide the Municipality with at least thirty (30) days' advance written notice of cancellation or material change.</p>
4.4.2	WSIB Coverage	A valid WSIB clearance certificate must be provided to confirm compliance with Workplace Safety and Insurance Board (WSIB) requirements. This certificate must be provided prior to award of the agreement.
4.4.3	Work Schedule and Mobilization Plan	A finalized work schedule and mobilization plan must be submitted, outlining the order date, project start date, and expected completion timeline. The plan must be submitted and approved by the Municipality before the contract is awarded.
4.4.4	Subcontractor Approval (if applicable)	A list of all proposed subcontractors must be provided, and approval must be obtained from the Municipality before the contract is finalized. The Municipality reserves the right to reject any subcontractors deemed unsuitable.

#### 4.5 Weighted Criteria

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

Criteria Category	Description	Weight
Understanding of Deliverables	Demonstrates a clear understanding of the project scope, site context, integration requirements, and Municipality expectations.	20%
Experience and Qualifications	Relevant experience and qualifications of the lead proponent and any proposed subcontractors.	15%
Technical Solution and Compliance	Quality and appropriateness of proposed materials, layout, access integration, and compliance with specifications.	25%
Work Plan and Schedule	Realistic timeline with clearly defined milestones and ability to complete the project in 2025. Identification of risks and contingencies.	15%
Warranty and Maintenance	Clarity and length of product warranties. Maintenance expectations for proposed materials and layout.	10%
Cost	Overall value for money. Cost will be evaluated against the scope, quality, and proposed solution. Lowest price not necessarily selected.	15%
Total		100%

[End of Part 4]

APPENDIX A – REGISTRATION PAGE

PRE-SUBMISSION ONLY – DO NOT INCLUDE WITH PROPOSAL



REGISTRATION FORM

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

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

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

Please return the completed form **by email to** [procurement@redlake.ca](mailto:procurement@redlake.ca).

Project Name	
Closing Date	
Company Name	
Principal 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/Bidder's contact for the RFP process and for any clarifications that may be necessary.

<b>Legal Name of Proponent</b>	
<b>Operating Name (if different)</b>	
<b>Mailing Address</b>	
<b>Phone Number</b>	
<b>Email Address</b>	
<b>HST Number (if applicable)</b>	
<b>Authorized Contact Name &amp; Title</b>	

**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.

<b>Name of Authorized Signatory</b>	
<b>Title/Position</b>	
<b>Signature</b>	
<b>Date</b>	
<b>Location (City/Town &amp; Province)</b>	

## APPENDIX C – STATEMENT OF UNDERSTANDING

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

### 1. Acknowledgement of RFP and Policies

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

### 2. Acknowledgement that the RFP Governs the Process

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

### 3. Non-Binding Procurement Process

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

### 4. Ability to Provide Deliverables

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

### 5. Proposal Validity

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

### 6. Acknowledgment of Addenda

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

### 7. Conflict of Interest Declaration

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

☐ No actual or potential Conflict of Interest exists

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

**8. No Prohibited Conduct**

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

**9. Disclosure of Information**

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

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

**10. Public Disclosure of Award**

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

**11. Authorization to Bind the Proponent**

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

**Signature**

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

<b>Legal Name of Proponent/Bidder</b>	
<b>Name of Authorized Signatory</b>	
<b>Title/Position</b>	
<b>Signature</b>	
<b>Date</b>	
<b>Location (City/Town &amp; Province)</b>	



**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 1.4 and Section 3.10 of the Request for Proposal. The contents of all addenda are incorporated into our Proposal and will be considered part of any resulting contract, if awarded.

☐ Addendum No. \_\_\_\_\_ ☐ Addendum No. \_\_\_\_\_ ☐ Addendum No. \_\_\_\_\_

☐ Addendum No. \_\_\_\_\_ ☐ Addendum No. \_\_\_\_\_ ☐ Addendum No. \_\_\_\_\_

☐ No Addenda Issued

**Signature**

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

<b>Legal Name of Proponent</b>	
<b>Name of Authorized Signatory</b>	
<b>Title/Position</b>	
<b>Signature</b>	
<b>Date</b>	
<b>Location (City/Town &amp; Province)</b>	

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.

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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**

<b>Project Name</b>	
<b>Project Number (if applicable)</b>	
<b>Name of Bidding Contractor</b>	
<b>Contact Name</b>	
<b>Email Address</b>	
<b>Date</b>	

<b>FIRM NAME</b>	<b>DOLLAR AMOUNT</b>
<b>CATEGORY OF WORK</b>	

<b>FIRM NAME</b>	<b>DOLLAR AMOUNT</b>
<b>CATEGORY OF WORK</b>	

<b>FIRM NAME</b>	<b>DOLLAR AMOUNT</b>
<b>CATEGORY OF WORK</b>	

<b>FIRM NAME</b>	<b>DOLLAR AMOUNT</b>
<b>CATEGORY OF WORK</b>	

**APPENDIX G – SUBMISSION CHECKLIST**

- ☐ Cover Page / Submission Label, if using (Appendix H)
  - If not using the cover page in your online submission, clearly indicate on the first page of your submission the following:
    - Company name and phone number
    - Submitted to The Municipality of Red Lake
    - RFP number and name
- ☐ Submission Form (Appendix B)
- ☐ Statement of Understanding and Declaration Form (Appendix C)
- ☐ Acknowledgement of Addenda Form (Appendix D)
- ☐ Conflict of Interest Form (Appendix E) – if applicable
- ☐ Subcontractor Disclosure Form (Appendix F) – if applicable
- ☐ Proposal Submission in requested format

**APPENDIX H – COVER PAGE / SUBMISSION LABEL – OPTIONAL**

**COMPANY NAME:**

\_\_\_\_\_

\_\_\_\_\_

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

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

**P.O. Box 1000**

**2 Fifth St**

**Balmertown, ON**

**P0V 1C0**

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**RFP – Landscaping, Supply & Installation of Columbarium at the Red Lake Cemetery**

**MUNICIPAL USE ONLY:**

**RECEIVED BY:** \_\_\_\_\_

**DATE STAMPED:** \_\_\_\_\_

**APPENDIX I – CEMETERY MAP**

Note: The green circle is the expected approximate location of the new columbarium.

