



REQUEST FOR TENDER

RFT 2026-06

Crushed Aggregate Production

Closing Date: July 3, 2026

Scope of Requirement

The Town of Watson Lake invites bid submissions for the production of 4000m³ of 3/4" minus grade crushed aggregate, with the option to produce additional crushed aggregate at the same contracted price, subject to budget availability. Production shall include crushing and stockpiling finished aggregate on site.

All source material required for crushing will be supplied by the Town of Watson Lake. The work is to be completed at the Town-owned Evergreen site (see Appendix "A" for location).

The bid price submitted shall be inclusive of all costs, including but not limited to, mobilization and demobilization of equipment, labour, fuel, post production survey, and all other associated expenses.

The successful proponent must hold, or be willing to obtain, a Town of Watson Lake or Yukon inter-municipal business licence and must provide proof of Worker's Compensation coverage and general liability insurance.

1 Instructions - RFT Process

1.1 Registration

Proponents become registered by contacting the Executive Assistant by email at cdo@watsonlake.ca. Registration will ensure that all potential addenda issued are distributed appropriately.

1.2 Estimated Timeline

The Town's intended schedule for awarding the Contract is as follows:

Action	Estimated Date*
RFT Release	JUNE 25, 2026
Deadline for inquiries	JUNE 30, 2026
Closing Date and Time	JULY 3, 2026
Award of Contract (Tentative)	JULY 10, 2026
Project Completion Date	SEPTEMBER 30, 2026

**The dates listed above are estimates and the Town reserves the discretion to change any of the above dates.*

1.3 Tender Submission

Bid submissions must be submitted electronically in a password protected format by email to cdo@watsonlake.ca. An email will be sent requesting the password after tender closing.

Bid submissions must be emailed, submitted, and finalized **before 3:00:00 P.M. Yukon Time, July 3, 2026**. Submissions received after this time will not be considered regardless of the reason for being late.

Bid submissions received by paper delivery or any other method other than what is described above, will not be accepted or considered further for evaluation and will be returned to the Proponent, respectively, upon receipt.

1.4 Inquiries

All inquiries related to this RFT should be directed by email to the following person (the “**Town Representative**”) on or before **3:00:00 P.M. Yukon Time, June 30, 2026**.

Town Representative: Tiffany Lund, Executive Assistant

E-mail: cdo@watsonlake.ca

Information obtained from any unauthorized source may not be relied upon. Inquiries and responses will be recorded and may be distributed to all Tenderers at the Town’s discretion. Tenderers are responsible for checking the RFT and related documents for completeness. Tenderers finding discrepancies or omissions in the Contract or this RFT or having doubts as to the meaning or intent of any provision, should immediately notify the Town Representative. The Town may respond to requests for clarification via email from cdo@watsonlake.ca to the individual bidder or by issuing addenda at any time. However, the Town reserves the right, at its discretion, not to respond to any inquiry or request received, including if the inquiry or request is received without sufficient time before the deadline for inquiries.

If the Town determines that an amendment is required to this RFT, an addendum will be issued in accordance with Section 2.7.

Communications regarding this RFT addressed to the Town that are not received by the Town at cdo@watsonlake.ca could be cause for disqualification.

1.5 Language

Tenders should be in English. The Town reserves the right to not review any portion of a Tender that is not written in English.

1.6 Addenda

Addenda are the only means by which the Town will vary or change any of the information contained in this RFT. The Town reserves the right to issue addenda at any time prior to the Closing Time. The Closing Time may be changed by the Town by an addendum at any time prior to the Closing Time, for any reason.

If the Town determines that an amendment to this RFT is required, the addendum will be emailed to all to all registered proponents.

Bidders are responsible for ensuring all addenda have been received. Addenda issued will form part of this RFT. No amendment of any kind to this RFT is effective unless it is contained in a formal written addendum issued by the Town Representative. No oral conversations or representations from the Town Representative or any other person will affect or modify any provision of this RFT or may be relied upon by any Bidder.

T-2 SCHEDULE OF ADDENDA, should be filled out and submitted with the Tender.

1.7 Contract Award

The Tender submitted will form the basis of a contract between the Town of Watson Lake and the successful tenderer. The successful tenderer will be required to supply the deliverables, in accordance with these Documents.

1.8 Period of Contract:

The Period of the contract shall commence on the date of issuance of a Purchase Order and shall end September 30, 2026, unless agreed upon by the parties.

1.9 Termination of Contract

Any resultant contract may be terminated by the Town if the product/service/work is not as tendered or otherwise agreed by the CAO or authorized personnel in writing. In the event the contract must be terminated, the Town reserves the right to exercise all available remedies including, but not limited to, the recovery of incidental and consequential damages.

Failure to comply with any condition may result in the contract cancellation without subsequent cost or liability to the Town of Watson Lake.

1.10 Opening of Bids

The opening of Bids will be closed to the public. Information on Bidder's names and/or prices received may be released at the Town's sole discretion. In the event Bidder's names and/or prices are released, this information may be released in a timely fashion and only to qualifying Bidders after responses are opened and a Contract is awarded to the successful Bidder.

2 Tender Requirements

Tenders should, at a minimum, address the following information requirements:

2.1 Tender Structure

Tenders should be submitted on the forms provided in this RFT package and should be free of any and all escalation clauses, qualifications or other additions or deletions.

All Tenders should have all spaces, blanks and declarations completed. Any item missed or any special conditions added to the Tender may be cause for its rejection by the Town's sole discretion.

2.2 Corporate Signatures and Authorizations

The Tenderer's legal status as a corporation, partnership or proprietorship should be indicated.

- a) If the Tenderer is a corporation:
 - the Tenderer should print or type the full name of the corporation in the signature section;
 - the names, addresses and titles of all corporate officers should be inserted where indicated;
 - the Tender must be signed by the duly authorized officers of the corporation and the title of those officers should be inserted;
 - the corporate seal should be affixed or impressed.
- b) If the Tenderer is a partnership:
 - the Tenderer should print or type the firm name or business name in the signature section;
 - the full names, addresses and titles of each partner should be inserted where indicated;
 - all named partners must sign the Tender form on behalf of the Tenderer and should affix their seals.
- c) If the Tenderer is a sole proprietorship:

- the firm name and name of the sole proprietor should be inserted in the Tender form;
- the sole proprietor must sign the Tender form and should affix their seal.

All signatures should be witnessed, and the witness should sign where indicated, print or type the name and address of the witness.

3 Special Requirements and Additional Information

Special requirements given below must be fulfilled.

3.1 Pricing

Bids received will be evaluated based on compliance with the instructions to bidders and specifications attached hereto.

As a condition, pricing shall include all related costs, as applicable, associated with the production of crushed aggregate, unless otherwise specified in this Tender Document. These costs shall include, but are not limited to, equipment mobilization and demobilization, labour, fuel, etc.

All tenders shall be signed and executed by an authorized representative of the bidding organization. **T-1 Schedule of Quantities and Prices must be completed and submitted by the bidder.**

If a discrepancy is found between a Unit Prices and a Total Amount, the unit prices shall be considered as representing the intention of the supplier and the Total Amount will be recalculated.

The Town reserves the right to request additional crushed aggregate be produced under the same contracted price, up to a maximum contract value of \$100,000.00 CAD.

The Town reserves the right to add, delete, or change any items of this tender prior to the date of issuing a purchase order. Any additions, deletions, or changes of product (quantity, size, delivery, etc.) noted and separately priced in the tender submission shall be at the pricing tendered and any others not covered in these tender documents shall be at a price to be negotiated and mutually agreed upon by both parties.

3.2 Quality Conditions

Aggregate material produced is subject to Town's inspection.

Material produced by the contractor, which in the opinion of the Town of Watson Lake fails to perform in accordance with the specifications, shall be subject to replacement with acceptable material at the sole cost and expense of the contractor.

By accepting this order, the proponent hereby guarantees that the materials shall be in accordance with the specifications herein or elsewhere contained and applicable thereto and that such guarantee shall survive acceptance and payment for the materials and services.

4 Tender Evaluation

Bidders acknowledge and accept, by way of bidding, that the Town's evaluation of tender pricing shall be based on the "**TOTAL TENDER PRICE**", as presented in Schedule T-1, including any and all Provisional Items.

Furthermore, all bidders acknowledge that the subsequent performance of any or all of the awarded provisional items, which have been included in any executed contract, shall be realized **ONLY** upon the written request of the designated officer and that such authorization remains at their sole and absolute discretion.

The Town will not necessarily accept the lowest or any Tender and reserves the right to accept or reject any or all Tenders, or to accept the Tender which the Town deems to be in its own best interest.

Without limiting the generality of the foregoing, any Tender may be rejected for:

- a) incomplete Tender;
- b) conditional Tender;
- c) obscured/irregular erasures or corrections in Schedule of Quantities and Prices;
- d) prices omitted;
- e) unbalanced bid;
- f) evidence of inadequate experience or of inadequate capacity to perform the Work;
- g) evidence of previous failure to perform adequately on similar work or be able to provide the equipment as per specifications;
- h) evidence of alterations to the electronic Tender Form.

Any significant items omitted from the tender or any additions, alterations, conditions, or qualifications added to the tender or failure to properly sign the tender may cause the bid to be rejected. A tender may be rejected where there is substantial evidence that, according to the evaluation criteria set out above, the bidder would be unable to carry out the work required. The determination of whether to reject any tender or to remove any tender from the evaluation process will be made in the absolute discretion of the Town.

Whenever alternatives are accepted, the Tenderer shall be responsible for making all consequential adjustments to make the alternative fit into the Work as specified, and any consequential costs shall be deemed to be included in the price tendered for the Alternative Proposal.

5 RFT General Terms & Conditions

5.1 General

By submitting a Tender, a Tenderer agrees that, upon Tender Acceptance, the Tenderer, if selected as the Preferred Tenderer, will execute the Contract. The Preferred Tenderer's Tender, or any portion thereof, may form part of the Contract at the Town's discretion.

5.2 Irrevocable

All tenders are irrevocable for and open for acceptance for a period of sixty (60) days from Tender Closing or until a Contract is signed with the Successful Bidder(s), whichever comes first.

5.3 No Obligation

This RFT does not commit the Town in any way to select a Preferred Tenderer, or to proceed to negotiations for a Contract, or to award a Contract. The Town reserves the right to at any time for any reason reject all Tenders, terminate this RFT, and proceed with the Project in some other manner. The lowest or any quotation or tender shall not necessarily be accepted.

5.4 Reservation of Rights

Notwithstanding any other section of this RFT or any practice or custom of the trade or industry, the Town, in its discretion, reserves the complete right to, at any time and from time to time, do any or all of the following:

- accept any Tender;
- disqualify a Tenderer from this RFT;
- reject any Tender for any reason, including without limitation if in the Town's view the Tenderer or its proposed subcontractors do not have sufficient experience performing services similar to the Services;
- reject all Tenders for any reason, terminate this RFT process and, if the Town elects, obtain or proceed with the Project in some other manner, including by conducting a new procurement process;
- accept a Tender which is not the lowest cost Tender even if the lowest cost Tender conforms in all respects with the requirements set out in this RFT;
- accept a Tender that does not comply with the specifications set out in the Contract;
- reject a Tender even if it is the only Tender received by the Town;
- not proceed to review and evaluate, or discontinue the evaluation of, any Tender;
- receive further information from any Tenderer or refuse to receive further information from any Tenderer;
- negotiate the Contract and other terms with any Tenderer;
- award a Contract to whomever the Town in its discretion deems appropriate and in the best interest of the Town; and
- object to a proposed subcontractor for reasonable cause, in which case the Town will permit a Tenderer to propose a substitute subcontractor acceptable to the Town.

The Town may, in its discretion, reject any Tender which fails to conform to or includes qualifications to the requirements of this RFT, which is materially incomplete, obscure, or irregular, which contains exceptions or variations, or which omits any material information required to be submitted. Notwithstanding anything to the contrary in this RFT, the Town may in its discretion (and if it is deemed to be in the best interest of the Town) retain any such Tender for consideration and may waive any or all of the foregoing, on such terms and conditions as the Town may consider appropriate, and consider such Tender in the same manner as Tenders that fully conform to the requirements of this RFT without qualification.

5.5 Receipt of Complete RFT

Tenderers are responsible to ensure that they have received the complete RFT, as listed in the table of contents of this RFT, plus any addenda. A submitted Tender will be deemed to have been prepared on the basis of the entire RFT issued prior to the Submission Time, including any addenda. The Town accepts no responsibility for any Tenderer lacking any portion of this RFT. The submission of a Tender constitutes a representation by the Tenderer that it has verified receipt of the complete RFT, including any addenda.

5.6 Examination of RFT and Contract Documents

Tenderers will be deemed to have carefully examined the RFT and any addenda, including all attached appendices and the Contract, prior to preparing and submitting a Tender.

While the Town has used considerable efforts to ensure an accurate representation of information in this RFT, the information contained is supplied solely as a guideline for Tenderers. The information is not guaranteed or warranted to be accurate by the Town, nor is it necessarily comprehensive or exhaustive. Nothing in this RFT is intended to relieve Tenderers from forming their own opinions and conclusions with respect to this RFT.

5.7 No Collusion

Bidders shall not discuss or communicate, in any form, with any other Bidder or any representative or agent of any other Bidder regarding the preparation or presentation of their Bids. Bids shall be submitted without any connection, knowledge, comparison of information, or arrangement, with any other Bidder or any agent or representative of any other Bidder.

If a Bidder contemplates using the same subcontractor or supplier for a particular part of the Deliverables, the Bidder shall put into place appropriate ethical walls and other safeguards to protect the confidentiality of their information and to ensure collusion does not take place.

5.8 Conflict of Interest

Tenderers should disclose any potential conflicts of interest and existing business relationships they may have with the Town. The Town may disqualify any Tenderer that in the Town's opinion:

- has an unfair advantage (including access to any confidential information not available to all Tenderers), whether real, perceived, existing now or likely to arise in the future; or
- would be in a conflict of interest if the Tenderer is awarded a Contract.

By submitting a Tender, a Tenderer warrants that, to the best of its knowledge and belief, no actual or potential conflicts of interest exist with respect to the submission of the Tender, other than as disclosed in the Tender. Where the Town discovers a Tenderer's failure to disclose an actual or potential conflict of interest, the Town may, in addition to any other remedies available, disqualify the Tenderer.

The Town may disqualify a Tenderer if a Town employee is a member of the Tenderer Team, whether as an employee or as a sub-contractor, sub-consultant or specialist.

5.9 Government Approvals

Neither the acceptance of a Tender nor the execution of a Contract will constitute approval of any activity or development contemplated in any Tender or the Contract that requires any approval, permit or license under any federal, territorial, provincial or municipal statute, regulation or bylaw.

5.10 Tenderer's Expenses

Tenderers are solely responsible for their own expenses incurred in connection with this RFT, including in preparing and submitting Tenders, and for any meetings, negotiations or discussions with the Town or its representatives and consultants.

5.11 No Claims

By submitting a Tender, each Tenderer agrees that the Town and its employees, advisors, and representatives will not under any circumstances be liable for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Tenderer in preparing and submitting a Tender, participating in this RFT process or other activity related to or arising out of this RFT process, including if the Town for any reason cancels this RFT process, rejects any or all Tenders, fails to identify

or correct a discrepancy in a Tenderer's proposed pricing, accepts any compliant or non-compliant Tender or breaches any duty of fairness, express or implied term of the Tender documents or other duty to the Tenderer.

5.12 Confidentiality

All Tenders become the property of the Town and will not be returned to the Tenderer. All Tenders will be held in confidence by the Town unless otherwise required by law. Tenderers should be aware that the Town is a "public body" and must comply under the *Municipal Act* of the Yukon Territory. If the Town accepts a Tender and enters into a Contract with a Tenderer, the Town may issue a press release identifying the name of the successful Tenderer and the value of such Contract.

By submitting a Tender, the Tenderer represents and warrants to the Town that the Tenderer has complied with applicable laws, including by obtaining from each person any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to the Town and the use, distribution, and disclosure of such information as part of the Tender for the purposes of, or in connection with, this RFT.

5.13 No Solicitation

Tenderers and their directors, officers, employees, agents and other representatives should not engage in any form of lobbying whatsoever to influence the outcome of this RFT or attempt to communicate directly or indirectly with, or make any representation or solicitation to, any director, officer or employee of the Town (except the Town Representative) with respect to this RFT, whether before or after submission of a Tender. If a Tenderer or any of its directors, officers, employees, agents and other representatives contravenes the foregoing, the Town may, in its discretion, terminate that Tenderer's continued participation in this RFT or reject or not accept a Tender from that Tenderer.

5.14 Electronic Communication

The following provisions will apply to any email communications with the Town Representative, or the delivery of documents to the Town Representative by email where such email communications or deliveries are permitted by the terms of this RFT:

- the Town does not assume any risk or responsibility or liability whatsoever to any Tenderer:
 - i) for ensuring that any electronic email system being operated for the Town is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Tenderer's transmission cannot be received; or
 - ii) if a permitted email communication or delivery is not received by the Town, or received in less than its entirety, within any time limit specified by this RFT; and
 - iii) all permitted email communications with, or delivery of documents by email to, the Town Representative will be deemed as having been received by the Town Representative on the date and times indicated on the Town Representative's electronic equipment.

5.15 No Promotion

The Contractor will not disclose or promote its relationship with the Town, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures, or other written materials, without the express written consent of the Town.

5.16 Invoicing and Payment

The Successful Tenderer should direct all invoices to Town of Watson Lake, Accounts Payable. Invoices should be submitted electronically in pdf format to info@watsonlake.ca and include the following in the subject line:

- Town Purchase Order Number
- Invoice Number

The Contractor shall include a valid Town purchase order number which will be issued upon contract award. Payment terms will be thirty (30) days.

- All invoices shall include the following information:
- Contractor's name/Address;
- Date of Invoice;
- Invoice Number;
- Current and applicable Town Purchase Order Number;
- Invoice period;
- GST shown separately and the GST registration number

Any contract entered into will be subject to, payment terms provided all terms and conditions on the part of the successful Tenderer have been complied with, for payment of each invoice or progress payment within 30 calendar days after receipt of the invoice, or 30 calendar days after delivery of goods or services whichever is later.

The method of payment shall be mutually agreed upon and confirmed in writing by both the Contractor and the Town.

5.17 Incomplete Tenders and Errors

The Town may request clarification where, in the opinion of the Town, the Tender is incomplete or unclear. For unit price items, the unit price will govern. If an error is discovered in the calculated total price for a unit price item, based on the extension of the unit price by the estimated quantities in the Schedule of Prices, or based on the addition of GST, then the total price may be revised by the Town.

T-1 Schedule of Quantities and Prices

THIS SCHEDULE MUST BE COMPLETED AND INCLUDED IN TENDER SUBMISSION

All prices submitted shall be in Canadian dollars and shall include all taxes. Prices shall include all costs, and no additional costs will be chargeable to the Town unless indicated below.

Prices below shall include the total cost for the production of 4000m³ of 3/4" minus graded crushed aggregate, with source material being supplied by the Town of Watson Lake.

If a sub-total or total amount is indicated, and a price has not been entered for any payment items that forms part of the sub-total or total amount, that payment item shall be deemed to have been included in the other prices that make up the sub-total or total price(s), as applicable.

ITEM #	DESCRIPTION	PRICE/m ³	QUANTITY	TOTAL PRICE
1	Produce 3/4" Minus Grade Crush Aggregate	\$	4000m ³	\$
2	Equipment Mobilization/Demobilization to Watson Lake Evergreen Site			
	OTHER (if applicable – please specify)			
	OTHER (if applicable – please specify)			\$
			GST	\$
			TOTAL TENDER PRICE	\$

If applicable, in the event of any discrepancy between the unit price and the extension, the unit price shall govern.

T-2 Schedule of Addenda

THIS SCHEDULE SHOULD BE COMPLETED AND INCLUDED IN THE SUBMISSION OF A BID

The Contractor states that the following Addenda have been received and have been considered and taken into account in determining the Prices in the Schedule of Quantities and Prices. Note: If no Addenda are issued, indicate N/A on the first line

Addendum Number	Date Issued	Number of of Pages
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

T-3 Schedule of Qualifications/References

THIS SCHEDULE SHOULD BE COMPLETED AND INCLUDED IN THE TENDER SUBMISSION

The Bidder is to provide financial and business references below:

Financial Reference

Bank _____

Contact Person _____

Telephone Number _____

Business References

Product Supplied _____

Company Name _____

Contact Person _____

Telephone Number _____

Product Supplied _____

Company Name _____

Contact Person _____

Telephone Number _____

Product Supplied _____

Company Name _____

Contact Person _____

Telephone Number _____

T-4 Schedule of Signatures

THIS SCHEDULE MUST BE COMPLETED AND INCLUDED IN THE TENDER SUBMISSION

Name of Contractor/Corporation (**PLEASE PRINT**)

Legal Status: Corporation, Partnership, or Sole Ownership (**PLEASE PRINT**)

Mailing Address (**PLEASE PRINT**)

Telephone Number

Fax Number

Email Address

Names and Addresses of Corporation Officer or Members of the Organization:

Name

Address

Title

Name

Address

Title

By signing below I/we accept all terms and conditions of this Request for Tender and acknowledge that we have received and taken into consideration all addenda issued in our submitted bid.

Signature by Authorized Representative: _____

(Corporate Seal Here)

Name of Representative (**PLEASE PRINT**)

Title of Representative (**PLEASE PRINT**)

Signature of Witness: _____

Name of Witness (**PLEASE PRINT**)

Address of Witness (**PLEASE PRINT**)

Date

APPENDIX "A"

Evergreen Site Location

