****

**The corporation of
the Township of Terrace Bay**

**Request for Proposal**

**Water & WASTEWATER RATE STUDY**

Issued: September 7, 2021

Closing Date: October 11, 2021

Closing Time: 12:00PM Local Time

CONTENTS

[1.0 INTRODUCTION 3](#_Toc81406573)

[2.0 OBJECTIVES 3](#_Toc81406574)

[3.0 PROPOSAL EVALUATION CRITERIA 5](#_Toc81406575)

[4.0 SUBMISSION FORMAT 5](#_Toc81406576)

[5.0 SUBMISSION INSTRUCTIONS 7](#_Toc81406577)

[6.0 PROPOSAL AWARD 8](#_Toc81406578)

[7.0 GENERAL TERMS AND CONDITIONS 8](#_Toc81406579)

# INTRODUCTION

Proposals are requested from qualified and experienced, consulting firms for the provision of services in preparing a long-term financial plan and water and wastewater rate structure to meet regulatory requirements, as well as meet the needs of the system users and Township staff. The Township wishes to enter in a contractual relationship with the successful Proponent to fulfil this project need.

The Township provides a comprehensive range of services to its citizens and visitors including but not limited to transportation services including roads, sidewalks, bridges and highways; corporate and recreation facilities; recreation programs; economic development; library; building and by-law enforcement services; emergency preparedness; and fire protection as well as EMS, Hospital and Long-Term Care services. For a complete list of services and departments please visit the Municipal Website at [www.terracebay.ca.](http://www.deseronto.ca/)

The Township is responsible for a local water distribution system. There are approximately 730 connected properties in the Township. Additionally, the Township is responsible for local wastewater distribution with approximately 718 individual accounts.

In addition to the Public Works Supervisor, the Township contracts water services from OCWA. To assist with the responsibility for these services, the Township uses other public works staff where necessary to complete distribution system work.

The Township is responsible for water and wastewater treatment and storage. The Township recovers its costs through a flat rate system depending on various classifications

The Township collects the charges on behalf of users. Total water and wastewater rates amount to approximately $800 annually for an average residential user, based on a flat rate fee. The Township is looking at continuing a full cost recovery model for all existing water and wastewater capital needs. The Township would also like to ensure the reserves are meeting the current and future needs of all the capital infrastructure for the water and wastewater services.

The current flat rate structure is based on several past rate review exercises, undertaken over the years, but is overall, lacking an in-depth analysis as to why the rates sit where they do.

# OBJECTIVES

**2.1 General Scope of Work**

This RFP is to establish a contract between the Township of Terrace Bay and a qualified, experienced consultant for the provision of the services as per the described project, in accordance with the standard terms and conditions and specifications contained herein. The intent is to define the costs associated with the provision of the services for the specified project.

Award of a contract, if any, will be at the sole discretion of the Township of Terrace Bay based on the most qualified Proponent providing the greatest overall benefit to the Municipality while meeting the requirements of this RFP, but the proposal selected, if any, will not necessarily be the one offering the lowest price. Pricing is one of many factors the Township will use in determining whether a contract is entered into by the Township for the above noted services.

The Services are being sought in order to provide opinion and recommendation on a sustainable water rate structure as it relates to annual operating costs and future capital investments. A basic framework of the main tasks of the Proponent is provided below which includes, but is not necessarily limited to the following:

1. Prepare a ten-year consumption forecast:
	1. Review historic water consumption and wastewater treatment data and assess usage patterns;
	2. Consider the impact of the Town’s residential and non-residential growth forecasts and other relevant factors;
	3. Quantify and evaluate system losses by comparing meter outflows at wells and inflows at WTP; and
	4. Consider significant flow variations and adjust assumptions in conjunction with Township staff input.
2. Prepare a life-cycle asset management plan for water and wastewater infrastructure in accordance with current regulations to address existing and future replacement/rehabilitation needs:
	1. Meet with Town staff to review inventory records;
	2. Review the Town’s existing 10-year capital forecast for water and wastewater works;
	3. Assess asset condition in accordance with standard engineering practices; and
3. Prepare an analysis of various approaches to finance capital works:
	1. Consider alternatives to finance the works identified in the asset management plan;
	2. Identify annual contributions to Reserve Funds necessary to finance the replacement/rehabilitation of infrastructure;
	3. Identify the appropriate scope of work/costs included in the replacement and rehabilitation of water and wastewater infrastructure; and
	4. Review this analysis with Township staff prior to proceeding with rate determination.
4. Prepare an analysis of operating costs and revenues:
	1. Identify operating costs over the 10-year planning period;
	2. Assess cost implications arising from the consumption forecast.
5. Perform an analysis of rate structures:
	1. Evaluate various rate structures for reasonableness and impacts on policy issues;
	2. Summarize the alternatives and provide a memorandum for review with Township staff.
6. Complete the financial plan requirements of *Ontario Regulation 453/07* as it relates to the municipal drinking water system as per the *Safe Water Drinking Act, 2002*.

Schedule/Workplan

The proposal should include a schedule/work plan for implementing the project with the objective of completion before December 31, 2021. The schedule/workplan should identify major milestones and the percentage of completion.

Meetings

The selected Proponent will meet with Township staff to discuss the overall process and obtain information related to consumption, capital works, finances, and operations. Additionally, the Consultant will meet with Township staff to present analysis and findings for discussion before proceeding at key stages. Meetings can be in-person or remote phone/teleconference meetings.

The selected Proponent may be required to conduct a working session for Council and/or staff, prior to holding a public meeting to allow Council members to consider the issues and provide feedback.

The selected Proponent will conduct at least one public meeting after the Council working session and prior to the preparation of the draft report. This will involve at least one public presentation, with summary handouts available to interested members of the public. Township staff will arrange for the meeting(s), give proper notice, and will participate in the meeting(s) with the Consultant.

Final Report

Following the public meeting and final consultation with Township staff, the selected Proponent will submit the final report, electronically. The final report should include in-depth analysis based on the tasks above as well as summarized recommendations for action. These plans should provide contingencies for variations due to increased capital costs or fluctuations in consumption patterns.

The final report should also include a program to implement proposed water and wastewater rates and must consider any limitations in the existing water and wastewater billing software as well as the Township’s financial and human resources. The final report should also include a comparison of the proposed rates with similar municipalities.

# PROPOSAL EVALUATION CRITERIA

**3.1 Review Committee**

The Treasurer/Deputy Clerk will determine the which administration staff will form part of the review committee and Council may appoint no more than (2) two members to review submissions received in response to this RFP. Following said review, and subject to the Township receiving responses to this RFP that it is willing to accept, in its sole discretion, the CAO/Clerk will prepare a recommendation report to Council with respect to the award of the contract for the Services.

**3.2 Evaluation Criteria**

All Proposals will be evaluated by Terrace Bay in its sole discretion on the basis of the information provided by the Proponent in its Proposal. Each Proposal will be reviewed to assess compliance with the requirements set out in this RFP. Evaluation results will be the property of the Municipality. The Municipality does not intend to disclose details of the evaluation results under any circumstances.

# SUBMISSION FORMAT

**4.1 General**

Proposal must be submitted electronically via email or weblink. In addition to the information in Section 2.0 Proposals must include and repeat the same headings as listed in the following topic sequence:

**4.2 Experience, Qualifications, Project Management**

1. Provide a brief overview of the company history including past project samples. State the length of existence and types of services offered. Identify the technical details that make the Proponent uniquely qualified for this work.
2. Information is required of the makeup of staff including skills and qualifications. Identify key individuals that will be working on projects by name and title. Resumes of key personnel working on the project, including education and professional certifications should be included.
3. Demonstrate experience providing similar consultation and undertaking similar projects in Ontario.

**4.3 Budget and Cost**

1. Each proposal should include an outline of the costs
2. Please identify whether the firm will charge for travel time to the Municipal Office (or other relevant locations), and if so, provide details of what rates will apply in these circumstances.
3. Please include a description of the method of accounting for time and expenses, as well as preferred schedule(s) and method of payment.

**4.4 References**

1. A minimum of three references, two of which must be from the Ontario municipal sector. References should refer to recent or current projects or contracts of a similar type, scope and magnitude as that to be undertaken on behalf of the Township. Each reference should include: the name of the organization/ municipality, a contact name, address and phone number, and a brief description of the work performed, including the duration of the project. The Township of Terrace Bay may contact any or all the references provided in its evaluation of the proposal.

**4.5 Submission General Conditions**

**1) Disqualification**

The Township reserves the right to reject any or all proposals. Failure of the Proponent to satisfy any term or condition of this RFP may result in the rejection of said Proposal. Further, any incomplete proposals, qualified proposals, proposals not properly signed/dated, proposals received after the closing date/time, proposals completed in pencil, proposals with incomplete calculations, and proposals lacking required information may be rejected as incomplete.

**2) Examination of Documents**

Each Proponent must satisfy himself or herself by a personal study of the RFP documents, by budgetary calculations, and scope of work, respecting the conditions existing or likely to exist in connection with the proposed work. There will be no consideration of any claim, after submission of Proposals, that there is a misunderstanding with respect to the conditions imposed by this RFP. Prices must include all incidental costs and the Proponent must be satisfied as to the full requirements of the RFP.

**3) Addenda**

If the Township determines that an amendment is required to this RFP, the Township will send an electronic copy of the written addendum to each Proponent that submits a proposal.

**4) Proposal Withdrawal or Replacement**

Any Proposal may be withdrawn prior to the scheduled time for proposal closing by submitting written notice to the RFP contact. Replacement proposals are welcome until the proposal closing.

**5) Amendments to Proposals**

Proposals may be amended in writing and delivered to the closing location before the closing time. Such amendments should be signed by the authorized signatory of the Proponent and hand delivered to the CAO/Clerk.

**6) Clarification of Submissions by the Municipality**

To assist in the examination, evaluation and comparison of submissions, the Municipality may, at its discretion, ask the Proponent for clarification of its proposal. The request for clarification and the response shall be in writing and no change in substance of the submission shall be sought, offered or permitted.

# SUBMISSION INSTRUCTIONS

**5.1 Address for Submission of Proposals**

Proponents are to provide an electronic copy of their proposal subject line identified as to the contents and addressed to:

PROPOSAL SUBMISSION FOR:

**Terrace Bay Water and Wastewater Rate Study RFP**

**The Corporation of the Township of Terrace Bay**

**ATTN: D. Mulligan, Treasurer/Deputy Clerk**

**treasurer@terracebay.ca**

**5.2 Closing Time for Submission of Proposals**

Proposals must be received no later than 12:00pm (Terrace Bay local time) on October 11, 2019

**5.3 Inquiries from Proponents**

Proponents are to direct all inquiries (in email only) to:

D.Mulligan, Treasurer/ Deputy Clerk

Township of Terrace Bay

Email: treasurer@terracebay.ca

# PROPOSAL AWARD

The Corporation of the Township of Terrace Bay reserves the right to accept or reject any or all proposals. There shall be no obligation of Terrace Bay to proceed with work set out in a Proposal, if accepted, until an Agreement is executed by the Township and the successful Proponent. Any proposals prepared in response to this RFP shall be prepared at the cost of the Proponent.

The successful Proponent, if any, will be notified by the Township via mail or email.

# GENERAL TERMS AND CONDITIONS

**7.1 Confidentiality**

Material provided to Proponent by the Township must be kept confidential (unless already identified as public documents) including records and information relating to this work. All correspondence, documentation, and information provided by the Township to the Proponent in connection with this RFP, or the acceptance of any proposal, remains the property of the Township. All documents shall subject to the *Municipal Freedom of Information and Protection of Privacy* Act (MFIPPA). Any documents and information provided to the Proponent by the Township shall not be used for any purpose other than for replying to this RFP, and for fulfillment of any related commitments.

**7.2 Conflict of Interest**

In its Proposal, the Proponent shall disclose to the Township any potential conflict of interest that might compromise the performance of the work. If such a conflict of interest does exist, the Township may, at its discretion, refuse to consider the Proposal. If, during the Proposal evaluation process or the negotiation of the Agreement, the Proponent is retained by another client giving rise to a potential conflict of interest, then the Proponent will so inform the Township. If the Township requests, the Proponent will refuse the new assignment or take such steps as are necessary to remove the conflict of interest.

**7.3 Costs Incurred by Proponents**

All costs and expenses incurred in the preparation and submission of proposals shall be borne by the Proponent. No payment will be made for any proposals received, or for any other effort required of or made by the Proponent prior to the commencement of work defined by the proposal approved by the Township. There shall be no direct payment for the preparation and submission of Proposals, or to attend interviews in response to this Request for Proposal.

Every effort will be made to accommodate interviews by conference call and/or Skype where appropriate to minimize any related costs to the Proponent.

**7.4 Errors and/or Omissions**

It is understood and acknowledged that while the RFP includes specific requirements, a complete review and recommendation is required. Minor items not herein specified, but obviously required, shall be provided as if specified. The Proponent shall satisfy themselves fully as to the extent of the work required and shall provide all services required to complete the intent of the project. Any misinterpretation of requirements within this RFP shall not relieve a Proponent of the responsibility of providing the required services if a Proposal is accepted and provide a contract is executed between the Proponent and the Township.

**7.5 Influence**

Proponents and their agents will not contact any member of the Township Council or Township Staff with respect to this RFP, other than the Township Representatives as named within this document. Any person, company, corporation, or organization that attempts to influence the outcome of any Township purchasing or hiring process shall be disqualified, and the person, company, corporation, or organization may be subject to exclusion or suspension from this or other works with the Township.

**7.6 Indemnity**

The successful Proponent, if any, will indemnify and save harmless Terrace Bay, its employees and agents from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the Township at any time or times, where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the successful Proponent , or by any servant, employee, officer, director or subcontractor of the successful Proponent pursuant to the contract executed by the Township and the successful Proponent, if any.

**7.7 Insurance**

The successful Proponent, if any may be required without limiting its obligations or liabilities and at its own expense, to provide and maintain throughout the project term, Comprehensive General Liability in an amount not less than $5,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under contract with insurers licensed in the province of Ontario and in the forms and amounts acceptable to the Township . All required insurance will be endorsed to provide the Township with thirty (30) days advance written notice of cancellation or material change. The contractor will, on demand, provide the Township with evidence of the required insurance.

**7.8 Non-Collusion**

A Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or their agent or representative about the preparation of the Proposals. Each Proponent shall attest that its participation in the RFP process is conducted without any collusion or fraud. If the Township discovers there has been a breach of this requirement at any time, the Township may not consider a proposal or execute an agreement with the successful Proponent, if any.

**7.9 Assignment of Agreement**

It is mutually agreed and understood that the Proponent shall not assign, transfer, convey,

sublet or otherwise dispose of the contract, if one is awarded, or his right, title or interest therein, or his power to execute such contract, to any other person, firm, company or corporation without the previous written consent of the Municipality.

**7.10 Ownership of Proposals and Freedom of Information**

All proposals submitted to the Township become the property of the Township and as such are subject to disclosure under Ontario’s *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA). By submitting a proposal, the Proponent agrees to public disclosure of its contents as required under this Act. The Proponent’s name at a minimum shall be made public on request. Any information the Proponent considers “personal information” because of its proprietary nature should be marked as “confidential” and will be subject to appropriate consideration as defined within the Act.

**7.11 Accessibility**

The Township of Terrace Bay is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the *Accessibility for Ontarians with Disabilities Act, 2005* as may be amended from time to time.

Regulations enacted under the Act apply to every designated public-sector organization and other third parties that provide goods and services to the members of the public. The consultant/contractor, and all sub-contractors hired by the consultant/contractor in the completion of its work, will meet or exceed compliance with all applicable regulations under the *Accessibility for Ontarians with Disabilities Act, 2005* as may be amended from time to time.

It is the consultant/contractor's responsibility to ensure they are fully aware of and meet all requirements under the Act.