

THE TOWNSHIP OF SOUTH GLENGARRY
(the “Township”)

REQUEST FOR PROPOSALS
FOR
WATER AND WASTEWATER INFRASTRUCTURE
CAPITAL PLANNING STUDY

Request for Proposals No.: 07-10

ISSUED: DECEMBER 18, 2007

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REQUEST FOR PROPOSAL

1. INTRODUCTION

1.1 Invitation to Proponents

This Request for Proposals (“**RFP**”) is an invitation to prospective proponents (“**Proponents**”) to submit proposals (“**Proposals**”) that achieve the best overall value to the Township.

1.2 Type of Contract for Services

The selected Proponent will be required to enter into an agreement (“**Agreement**”) with the Township for the provision of the Services. The Term of the Agreement is to be for a period of six months, commencing upon the execution of the Agreement.

1.3 Compliance with Applicable Laws

A condition of the Agreement is the requirement that the successful Proponent/Supplier comply with all applicable laws of Ontario and Canada, including the *Occupational Health and Safety Act* (Ontario), the Ontario Human Rights Code, the *Pay Equity Act* (Ontario) and the privacy statutes applicable in the province of Ontario to the Township.

1.4 RFP Documentation

This RFP includes the main document and any and all appendices.

1.5 Township’s Purchasing By-Law

The provisions of the Township’s Purchasing By-law (By-Law No. 39-07) shall apply to this RFP. In the event of any inconsistency or conflict between the provisions of this RFP and the provisions of the Township’s Purchasing By-Law, the former shall govern.

2. DEFINITIONS

Unless otherwise specified in this RFP, capitalized words and phrases have their prescribed meaning set out in the Agreement.

“**Annual**” means twelve months.

“**Capital Plan Study**” has the meaning ascribed thereto in section 3.1, below.

“**Days**” means Business Days unless the term “calendar days” is specifically used.

“**Proposal**” means all the documentation submitted by the Proponent in response to this RFP, which has been accepted by the Township, in whole or in part.

“**Services**” mean the goods and/or services to be provided by the Supplier to the Township.

“**Supplier**” means the successful Proponent that has signed the Agreement.

3. THE SERVICES

3.1 Background

The Township owns and operates several small water and wastewater facilities and it intends to retain a consulting engineering firm to assess the capabilities of these facilities to adequately serve existing and future residents over a ten and twenty-five year planning horizon. In particular, there is a need to assess replacement timing and costs in order to set rates and build up reserves.

The following describes the six (6) water and wastewater facilities to be that will be required to assessed by the successful Proponent as part of the Township's Water and Wastewater Infrastructure Capital Planning Study (the "**Capital Plan Study**"):

- a) Glen Walter Water
Service Population: 1,080
Type: Direct filtration of surface water, 7.95 kilometres of watermains and 80 metres intake line
Design Capacity: 995 m³/day
- b) Glen Walter Sewage
Service Population: 1,080
Type: Extended Aeration Package Plant, 6.2 kilometres of sewer mains and a 375 metres outfall pipe
Design Capacity: 525 m³/day
- c) Redwood Estates Well Water
Service Population: 140
Type: Drilled well, submersible pump with chlorination and green sand filter, 1.2 kilometres of watermains
Design Capacity: 151 m³/day
- d) Green Valley Sewage
Service Population: 475
Type: Two-cell lagoon with annual discharge, 1.2 kilometres of sewer main
Design Capacity: To be determined
- e) Lancaster Water
Service Population: 1,218
Type: Conventional Treatment of surface water, Elevated standpipe, 1,800 metres intake line, 13 kilometres distribution system
Design Capacity: 1,440 m³/day
- f) Lancaster Sewage
Service Population: 1,218
Type: Continuous discharge aerated lagoon with alum addition, 13 kilometres of sewer
Design Capacity: To be determined

3.2 Purpose and Objectives

The Capital Planning Study will involve the assessment of each of the six (6) facilities for the following purposes:

1. Identifying future capital requirements forecasting for 2 and 10 years;
2. Identifying backlogged, current, and future infrastructure refurbishment and replacement needs; and
3. Developing a Management Plan and Inventory to be used for financial planning and budgeting (build appropriate reserve fund).

3.3 Scope of Work

The successful Proponent is expected to provide the Township with the following:

- a) An inventory spreadsheet for each facility identifying all major infrastructure components, approximate age and/or date of installation, general condition, and adequacy to operate efficiently over the short and long term.
- b) Statement of compliance with the policies and legislation of the Ministry of the Environment (MOE). The successful Proponent will be provided, if available, with the Certificate of Approval, the most recent MOE inspection report, recent relevant correspondence from MOE and other government agencies related to operation, safety and design of the facility, engineers reports and engineering evaluation reports under the *Safe Drinking Water Act*, the most recent annual report, and any other documentation that the Township believes may assist the successful Proponent.
- c) A determination of the uncommitted reserve capacity for each facility based on MOE Guideline D5. The Township will provide the number of residential connections and number of unconnected approved lots and will also provide information on anticipated future growth in each serviced area.
- d) A detailed Capital Study Plan that will identify critical infrastructure issues based on physical inspections by the successful Proponent, condition surveys provided by the Township, existing engineering reports, camera inspections, interviews with staff, equipment suppliers, specifications, reports from regulatory authorities (i.e. MOE, Health Unit). The Capital Study Plan will identify estimated costs for:
 - i) Work that should be done short-term (next two (2) budget years) due to immediate repair concerns, non-compliance or health or safety concerns;
 - ii) Work that should be completed within a 10 year period to continue safe and effective operation of the infrastructure and meet anticipated growth demands or to provide more efficient and dependable servicing; and

- iii) Potential larger-scale work that should be completed within a 10 to 25 year period to continue safe and effective operation of the infrastructure and meet anticipated growth demands or to provide more efficient and dependable servicing.
- e) A financial process for implementing the Capital Study Plan included various scenarios and options such as repair versus outright replacement. Suggestions should be also presented for funding scenarios.

The successful Proponent is expected to provide direction with respect to the implementation of the *Sustainable Water and Sewage Systems Act* (SWSSA). Although there are currently no regulations under this statute, it is anticipated that regulations will be forthcoming and will affect all of the Township’s water and wastewater systems. The SWSSA requires the identification and recovery of costs associated with the operation, maintenance, renewal, and expansion of both water and wastewater infrastructure. A key component of such a program is Capital Planning.

The results of the Capital Study Plan should be consolidated to provide the Township with an understanding of financial liabilities and a revised rate structure to allow for continued effective operation of the six above-noted water and wastewater facilities over the long term. The Township is currently setting a budget for 2008 and planning for a longer term strategy to build reserves to address operation, maintenance, renewal, and possible expansion of these six facilities.

The successful Proponent will be required to visit the Township on at least three occasions while providing the Services, for the following purposes:

- Collection of inventory;
- Fill in all gaps in infrastructure condition assessment; and
- Presentation of the Capital Study Plan to Township staff and Council.

Timing is an important consideration in this project. The Township requires that an inventory of all water and wastewater infrastructure be prepared early in 2008. Such inventory must include an initial identification of conditions and age of all components. The following are the key dates associated with providing the Services.

Proposals due:	January 3, 2008
Proposed Project Award date:	January 4, 2008
Inventory Due:	January 25, 2008
Submission of Draft Capital Plan:	March 28, 2008
Presentation of Draft Capital Plan (to Council):	April 14, 2008
Submission of Final Capital:	May 15, 2008

It is anticipated that the successful Proponent will be notified immediately by telephone after a decision has been made by the Evaluation Committee. The work will be expected to commence immediately upon execution of the Agreement in order to meet the deadline for presentation of the initial inventory.

4. EVALUATION OF PROPOSALS

The evaluation of Proposals will be conducted by the Township in three phases, on the basis of the members of the evaluation committee (“**Evaluation Committee**”) arriving at a consensus. To succeed, a Proposal must meet the requirements of each phase.

4.1 Stages of Proposal Evaluation

The evaluation of Proposals will be conducted in three stages. In stage I, the Evaluation Committee will verify that the Proponent has submitted an executed Form of Offer, attached as Appendix A to this RFP. Submission of the Form of Offer is a mandatory requirement. Proposals that do not meet this requirement will be deemed non-compliant and will not be considered further. In stage II, the Evaluation Committee will rate each eligible Proposal on the basis of the Rated Criteria (except Pricing), which will then be ranked, with the three (3) highest-ranking Proposals selected to proceed to stage III. In stage III, the Evaluation Committee will score the Pricing of the eligible Proposals. The totals from stages II and III will be added to arrive at a final total score for each Proposal. The highest-ranked Proposal representing best overall value to the Township will be recommended for selection by the Evaluation Committee to the Township’s Council. The Rated Criteria to be used by the Evaluation Committee in the scoring of eligible Proposals are as follows:

Rated Criteria (excluding Pricing)	85 points available
Pricing	30 points available
Total	115 points

In the event that the Township is unable to successfully execute an Agreement with the highest-ranked Proponent in a timely manner, the Township may invite the next highest-ranked Proponent to finalize an Agreement with the Township.

4.2 Rated Criteria

Each Proposal will be evaluated on its response to the Rated Criteria set out below:

Rated Criteria	Weight	Minimum Score
Corporate capabilities and individual experience: Describe recent similar projects by the Proponent and individual members of the project team (with resumes with a maximum of 3 pages included). Proponents that demonstrate that they have successfully worked on similar, or more complex, projects, will receive more points.	30	20
Work Plan: Proponents that submit a creative, innovative work program that demonstrates the various ways in which the Proponent proposes to add value to the project will receive more points.	25	16

Rated Criteria	Weight	Minimum Score
Schedule: Proponents that can clearly demonstrate that they can commit to the project schedule as set out in this RFP will receive more points.	20	14
Organizational Chart: Show the key proposed project personnel who will be assigned to this project and their assigned tasks, including the responsibilities of proposed sub-consultants (if any). Proponents that can demonstrate a significantly integrated team expertise in the areas relevant to the project will receive more points.	10	6
Pricing: Provide a firm budget price for the project (including unit costs for all proposed individuals assigned to the project), travel (including unit costs for all three (3) visits to the Township office in Lancaster), all disbursements, and taxes.	30	20
TOTAL	115	76

5. TERMS AND CONDITIONS OF THE RFP PROCESS

5.1 General Information and Instructions

5.1.1 Timetable

Issue Date of RFP	December 18, 2007
Proponent's Deadline for Questions	December 21, 2007
Deadline for Issuing Addenda	December 24, 2007
Proposal Submission Deadline	January 3, 2008
Anticipated Award Date	January 4, 2008
Inventory Due	January 25, 2008
Submission of Draft Capital Study Plan	March 28, 2008
Presentation to Council of Draft Capital Study Plan	April 14, 2008
Submission of Final Capital Study Plan	May 15, 2008

5.1.2 Proponents to Follow Instructions

Proponents should structure their Proposals in accordance with the instructions in this RFP.

5.2 Township Contact

For the purpose of this RFP, the Township Contact is:

Mr. Ewen MacDonald,
General Manager, Infrastructure Services,
6 Oak Street, P.O. Box 220
Lancaster, Ontario, K0C 1N0
ewen@southglengarry.com

5.3 Communication After Issuance of RFP

5.3.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising this RFP and shall report any errors, omissions, or ambiguities to the Township Contact, in writing (including by facsimile or electronic mail).

5.3.2 Proponents may Submit Questions

From the Issue Date of this RFP to the Proponents' Deadline for Questions, Proponents may submit questions for clarification to the Township. Such questions shall be submitted to the Township Contact in writing (including by facsimile, email, or ordinary mail). No such communication is to be directed to anyone other than the Township Contact. To ensure that all prospective Proponents have all of the relevant information, all responses to questions submitted to the Township will be provided to all prospective Proponents, in writing.

The Township and its advisors do not make any representation, warranty, or guarantee as to the accuracy of the information contained in the RFP or issued by way of addenda. It is the Proponent's responsibility to avail itself of all of the necessary information to prepare a Proposal in response to this RFP.

5.3.3 All New Information to Proponents by way of Addenda

This RFP may only be amended by an addendum in accordance with this section. If the Township, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information shall be communicated to all prospective Proponents by way of addenda. Each addendum shall form an integral part of this RFP.

Such addenda may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Township, and are required, in the attached Form of Offer, to confirm their receipt of any and all addenda to this RFP.

5.3.4 Post-Deadline Addenda and Extension of Proposal Submission Deadline

If any addendum is issued after the Deadline for Issuing Addenda, the Township may at its discretion extend the Proposal Submission Deadline for a reasonable amount of time.

5.4 Submission of Proposals

5.4.1 Proposals Submitted Only in Prescribed Manner

Proponents shall submit:

- (A) Three (3) original copies of its Proposal in a sealed envelope or package (the “Proposal Envelope”) containing the Proposal BUT NOT the Proponent’s Pricing form. This envelope or package must be labelled with the Proponent’s name and marked “Proposal Envelope”.
- (B) one sealed envelope or package (the “Pricing Envelope”) containing the Pricing form, which shall include the Proponent’s proposed Pricing for providing the Services. This envelope or package must be labelled with the Proponent’s name and marked “Price Envelope”.

The outside of the sealed Proposal package must be prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the Proponent, with the Proposal Submission Deadline date and time.

Proposals must be received by the Township Clerk at 6 Oak Street, P.O. Box 220, Lancaster, Ontario, K0C 1N0, **no later than 3:00 p.m., Thursday, January 3, 2008.**

The postal code is to help in identifying the building only. The onus remains solely with Proponents to instruct courier/delivery personnel to deliver Proposal Submissions to the exact floor location specified before the Closing Date and Time. Proponents assume sole responsibility for late deliveries if these instructions are not strictly adhered to. Proposals submitted in any other manner will be disqualified.

5.4.2 Proposals Must Be Submitted On Time at Prescribed Location

Proposals must be submitted at the location set out above on or before the Proposal Submission Deadline. Proposals submitted after the Proposal Submission Deadline will be disqualified, and will be returned unopened to the Proponent.

5.4.3 Amending or Withdrawing Proposals Prior to Proposal Submission Deadline

At any time prior to the Proposal Submission Deadline, a Proponent may amend or withdraw a submitted Proposal. The right of a Proponent to amend or withdraw a Proposal includes amendments or withdrawals wholly initiated by the Proponent. Any amendment should clearly indicate what part of the Proposal the amendment is intending to replace.

Any amendment or notice of withdrawal must be submitted in the same manner as prescribed in this RFP for the submission of Proposals. Any amendment or notice of withdrawal submitted by any other method will not be accepted.

5.4.4 Proposal Irrevocable after Proposal Submission Deadline

Proposals shall remain irrevocable in the form submitted by the Proponent for a period of 30 days from the Proposal Submission Deadline.

5.4.5 Township May Seek Clarification and Incorporate Response into Proposal

The Township reserves the right to seek clarification and supplementary information from Proponents after the Proposal Submission Deadline. Any response received by the Township from a Proponent shall, if accepted by the Township, form an integral part of that Proponent's Proposal.

5.4.6 RFP Incorporated into Proposal

All of the provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's Proposal.

5.4.7 Proposal Property of the Township

Except where expressly set out to the contrary in this RFP, the Proposal and any accompanying documentation submitted by a Proponent shall become the property of the Township and shall not be returned.

5.5 Execution Of Agreement

5.5.1 Selection of Proponent

The Township anticipates that a Proponent will be selected by Township within one day of the Proposal Submission Deadline. Notice of selection by the Township to the selected Proponent will be in writing. The selected Proponent shall execute the Agreement presented to the successful Proponent and satisfy any other applicable condition of this RFP within three days of notice of selection.

5.5.2 Failure to Enter Agreement

In addition to the Township's other remedies, if a selected Proponent fails to execute the Agreement or satisfy any other applicable condition within three days of notice of selection, the Township may, in its sole and absolute discretion and without incurring any liability, withdraw the selection of that Proponent.

5.5.3 Notification to Other Proponents of Award and Debriefing

Once the Agreement is executed between the Supplier and the Township, the other Proponents will be notified by the Township in writing of the award of the Agreement to the Supplier. If requested in writing by an unsuccessful Proponent, the Township will provide a debriefing of the Township's evaluation of that Proponent's Proposal.

5.6 Prohibited Communications and Confidential Information

5.6.1 Prohibited Proponent Communications

Any attempt on the part of any Proponent or any of its employees, agents, contractors, or representatives to contact any person other than the Township Contact with respect to this RFP, will be grounds for disqualification. For clarification and without limiting the generality of the foregoing, no attempt will be made to contact any member of Township's Evaluation Committee, elected officials, or any expert or other advisor to the Township, or any staff of the Township. In such event, and without

any liability, the Township may, in its sole and absolute discretion, in addition to any other remedies available at law, disqualify the Proposal submitted by the Proponent.

5.6.2 Proponent Not to Communicate with Media

A Proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any contract awarded pursuant to this RFP without first obtaining the written permission of the Township Contact.

5.6.3 Confidential Information of the Township

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

- (i) is the sole property of the Township and must be treated as confidential;
- (ii) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Agreement;
- (iii) must not be disclosed without prior written authorization from the Township; and
- (iv) shall be returned by the Proponents to the Township immediately upon the request of the Township.

5.6.4 Township Subject to the *Municipal Freedom of Information and Protection of Privacy Act*

Information provided by a Proponent may be released in accordance with the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990, c.F.31, as amended. A Proponent should identify any information in its Proposal or any accompanying documentation for which confidentiality is to be maintained by the Township.

The confidentiality of such information will be maintained by the Township, except where an order by the Information and Privacy Commission or a court requires the Township to do otherwise.

5.7 Rights of the Township

In addition to any other express rights or any other rights which may be implied in the circumstances, the Township reserves the right to:

- (i) make public the names of any or all Proponents;
- (ii) request written clarification or the submission of supplementary written information from any Proponent;
- (iii) waive formalities and accept Proposals which substantially comply with the requirements of this RFP;
- (iv) verify with any Proponent or with a third party any information set out in a Proposal;

- (v) check references other than those provided by any Proponent;
- (vi) disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
- (vii) disqualify any Proponent or the Proposal of any Proponent who has engaged in conduct prohibited by this RFP;
- (viii) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- (ix) accept or reject a Proposal if only one Proposal is submitted;
- (x) select any Proponent other than the Proponent whose Proposal reflects the lowest cost to the Township;
- (xi) cancel this RFP process at any stage;
- (xii) cancel this RFP process at any stage and issue a new RFP for the same or similar services;
- (xiii) accept any Proposal in whole or in part, provided that doing so complies with the Township's Purchasing By-law (By-Law No. 39-07) and other applicable laws;
- (xiv) discuss with any Proponent different or additional terms to those contemplated in this RFP or in any Proponent's Proposal, including seeking best and final offers where all of the compliant Proposals submitted exceed the budget pre-established by the Township for this project;
- (xv) reject any or all Proposals in its absolute discretion;

and the Township shall not be liable for any expenses, costs, losses, or any direct or indirect damages incurred or suffered by any Proponent or any third party resulting from the Township exercising any of its express rights under this RFP or exercising any rights which may be implied in the circumstances.

By submitting a Proposal, the Proponent authorizes the collection by the Township of the information set out under (iv) and (v) in the manner contemplated in those subparagraphs.

5.8 Governing Law of RFP Process

This RFP process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

APPENDIX A

FORM OF OFFER

TO: THE TOWNSHIP OF SOUTH GLENGARRY

RE: IN THE MATTER OF our proposal dated _____, 2008 to which this Form of Offer forms an integral part (the "Proposal") prepared by _____ (the "Proponent"), and submitted in response to a request for proposals issued by the Township of South Glengarry dated December 18, 2007, as amended, regarding the supply of professional services. I am duly authorized by the Proponent to execute this Form of Offer on behalf of the Proponent. I solemnly declare and promise as follows:

Proposal Validity and Security

All statements, specifications, data, confirmations, and information that have been set out in the Proposal are complete and accurate in all material respects.

I consent pursuant to subsection 17(3) of the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990, c.F.31, as amended, to the disclosure, on a confidential basis, of the Proposal by the Township to the Evaluation Committee and the Township's other advisors retained for the purpose of evaluating or participating in the evaluation of the Proposal.

I have received and reviewed the RFP, together with any and all addenda thereto.

References

I have included the number and type of references required by the RFP, if any, and consent to having the Township perform checks with those references and with any other relevant references, which the Township, within its sole discretion, may deem appropriate.

Bid Irrevocable

I understand that the terms of the Proposal will remain irrevocable for thirty (30) days of the Proposal Submission Deadline.

Declarations of Interest

I hereby confirm that I have clearly indicated any and all persons, firms, or Corporations, other than the Proponent, that has any direct or indirect interest in the Proponent being successful in this solicitation and I have described the general nature of the interest.

I hereby confirm that I have clearly indicated any member of Council or employee of the Township that has any direct or indirect pecuniary interest in the Proponent being successful in this solicitation and described the general nature of the interest.

Proof of Insurance

By signing this Form of Offer, I acknowledge the Proponent’s willingness, if selected, to provide insurance on the terms immediately set out below, which will be paid for by the Proponent, as follows:

Comprehensive General Liability Insurance, which coverage shall include premises and all operations liability to be performed by the Proponent, his/her employees, and/or agents. This insurance coverage shall be subject to limits of not less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof for any one occurrence.

Standard Automobile and Non-Owned Automobile Liability Insurance (where applicable), which shall protect against all liability arising out of the use of owned or leased vehicles, used by the Proponent, its employees or agents. The limits of liability for both owned and non-owned vehicles shall not be less than Two Million Dollars (\$2,000,000.00) per occurrence.

Professional Liability Insurance in the amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence.

Execution of Agreement

I understand that in the event that our Proposal is selected by the Township, I agree to sign the Agreement presented to the Proponent by the Township.

Signature of Witness:

Signature of Proponent Representative:

Name of Witness:

Name and Title:

Date of Signature:

I have authority to bind the Proponent