



Request for Proposal
For
**Consultant Services for Municipal
Water and Wastewater Operations
Review**

Request for Proposal No.: 24-2025

Issued: Wednesday August 13, 2025

Deadline to Submit Questions: Wednesday August 27, 2025

Submission Deadline: Friday September 12, 2025 at 2:00pm CST

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

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 kilometers (332 mi) northwest of Thunder Bay and 455 kilometers 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 a consultant to conduct a review and analysis of the Municipality's water and wastewater operations, 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

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Municipality, other than the RFP contact, concerning matters regarding this RFP.

Failure to adhere to this rule may result in the disqualification or the proponent and the rejection of the proponent's proposal.

1.4 Proponent Eligibility

Proponents must be legal entities authorized to conduct business in Ontario. If the Proponent is a corporation, it must be in good standing under the *Business Corporations Act (Ontario)* or registered under the *Business Names Act (Ontario)*.

If a Proponent does not carry on business in Ontario, it must be properly registered or licensed to operate in its home jurisdiction. Proof of registration will be required prior to contract award.

1.5 Questions and Addenda

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

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.

1.6 Type of Contract for Deliverables

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

1.7 RFP Timetable

Issue Date of RFQ:	Wednesday August 13, 2025
Site Visit / Pre-Bid Meeting:	N/A
Deadline for Questions:	Wednesday August 27, 2025
Deadline for Issuing Addenda:	Wednesday September 3, 2025
Submission Deadline:	Friday September 12, 2025
Anticipated Execution of Agreement:	September 2025

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

1.8 Site Meeting (if deemed applicable by the Municipality)

N/A – no pre-bid site meeting required for this RFP

1.9 Submission of Proposals

All proposals must be submitted in the following method:

- **Electronically: Via the Municipality's official procurement portal at www.redlake.ca/**
 - Electronic submissions must be received prior to 2:00pm local time (Central Standard Time) on the Submission Deadline.

Proposals shall be submitted in PDF format where feasible to ensure compatibility and document integrity.

It is the responsibility of the Proponent to confirm that the Municipality has received the Proposal.

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

The RFP Contact may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in Section 1.6.

1.10 Proposal Submission Requirements

All submitted Proposals must include the items in Section 4.8, Mandatory Submission Requirements.

If a Proposal is submitted jointly by two or more legal entities, the word “Proponent:” shall mean each and all such legal entities, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and any contract awarded thereunder shall be both joint and several.

1.11 Amendment of Proposals

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

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

1.12 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.

1.13 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]

2 EVALUATION, ACCEPTANCE AND EXECUTION

2.1 Stages of Evaluation

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

2.1.1 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.

2.1.2 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).

2.2 Instructions on How to Provide Pricing

2.2.1 The Proposal shall include a fixed fee for all services, which shall mean a fee based on the defined scope of services regardless of the time, effort or resources expended by the Proponent and any subcontractor(s).

2.2.2 Adjustments to fees will only be considered based on increases to the scope of services if requested by the Municipality.

2.2.3 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 (defined as any items included in day-to-day operations including, but not limited to, computer costs, communication costs, digital photography, administrative fees and items incidental to the services).

2.2.4 Notwithstanding 2.4.3, pricing may include an allowance for allowable disbursements, which means the cost of out of town travel and related meals and accommodations, specialized software, rental rates for specialized equipment, drilling, sampling, laboratory testing and any other out-of-pocket expenses, excluding overhead costs, directly related to the services provided.

2.2.5 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.

2.2.6 The Municipality reserves the right to reject any Proposal that contains materially unbalanced pricing. Proposal will be considered materially unbalanced if, in the sole opinion of the Municipality, the prices submitted do not reasonably reflect the cost of the work or items being priced, including but not limited to disproportionately high or low prices for certain items, front-end or back-end loading of costs, or pricing that poses undue financial risk or may impair successful contract performance.

2.3 Ranking of Proponents

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

2.4 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.

2.5 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 Part 4, RFP Particulars, 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.

2.6 Failure to Enter into Agreement

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

2.7 Reserved Rights of the Municipality

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

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

- Reject any Proposal that, in the opinion of the Municipality, is materially unbalanced and may pose an undue financial risk or reflect a misunderstanding of the work;

- Reject any Proposal that exceeds the Municipality's available budget to the extent that the Deliverables cannot reasonably be funded or approved; or
- Request clarification or additional information to assist in the evaluation of any Proposal.

[End of Part 2]

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.

3.4 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.

3.5 Proponents to Bear Their Own Costs

Proponents are solely responsible for all costs incurred in the preparation, submission, and presentation of their Proposal, including any subsequent negotiations, interviews, or demonstrations with the Municipality. If the Municipality elects to reject all submitted proposals, it shall bear no liability for any costs, damages, or anticipated profits lost by any Proponent, nor for any other expenses related to this RFP process.

3.6 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.

3.7 Proposal to be Retained by the Municipality

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

3.8 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

3.9 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 RFP Contact.

No such communications are to be directed to anyone other than the RFP Contact. Failure to restrict communications to the RFP Contact may result in the rejection of the Proponent's submission.

The Municipality is under no obligation to provide additional information, and the Municipality is not responsible for any information provided by or obtained from any source other than the RFP Contact in writing.

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.

3.10 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.

3.11 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.

3.12 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

3.13 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.

3.14 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

3.15 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.

3.16 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.

3.17 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.

3.18 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.

3.19 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.

3.20 Proponent Not to Communicate with Media

Proponents must not, at any time, directly or indirectly, communicate with the media or any member of the public in relation to this RFP or any Agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.21 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.

3.22 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:

- illegal or unethical conduct as described above,
- the refusal of the supplier to honour its submitted pricing or other commitments; or,
- 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

3.23 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:

- is the sole property of the Municipality and must be treated as confidential;
- is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- must not be disclosed without prior written authorization for the Municipality; and,
- must be returned by the proponent to the Municipality immediately upon the request of the Municipality.

3.24 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

3.25 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:

- this RFP will not give rise to any obligations under Contract A or any other process or collateral contract; and
- 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.

3.26 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.

3.27 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.

3.28 Cancellation

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

SUBCONTRACTING & THIRD PARTY SUPPLIERS

3.29 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.

3.30 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.

3.31 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.

3.32 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

3.33 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.

3.34 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.

3.35 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

3.36 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.

3.37 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]

4 RFP PARTICULARS

4.1 Project Overview

4.1.1 Background

The Municipality holds a contract with Northern Waterworks Inc. (“NWI”) for the operation of municipal water and wastewater treatment facilities. NWI has served as the Municipality’s operating authority since 1997. The current contract began in 2017 and expires in February 2027. The Municipality retains responsibility for certain maintenance and oversight activities, including contract management, sewer and watermain repairs, locates, and asset management.

As the Municipality prepares to release an RFP for a new contract in early 2026, we are seeking insight and guidance in respect to ensuring a new contract includes all necessary components of the regulatory requirements, QA and QC components, a clear understanding of the role of the operating authority, typical maintenance activities/schedules as well as clarity in respect of Municipal staff responsibilities.

4.2 Scope of Work and Deliverables

4.2.1 Scope of Work

The scope of work for the RFP is as follows:

- (i) conducting a review and analysis of the services delivered by NWI under the current Contract to assess alignment with contractual expectations and applicable federal, provincial, and municipal laws, regulations and policies with respect to the operations of water and wastewater facilities;
- (ii) conducting a review and analysis of the current contract in respect of clarity of expectations, completeness of what a typical, similar contract should include and be responsible for;
- (iii) conducting a review and analysis of the obligations of the Municipality with respect to oversight in the context of both obligations under the Contract and obligations under federal, provincial and municipal laws, including (but not limited to) adequacy of oversight, and role clarity between NWI and Municipality;
- (iv) conducting an analysis of the work performed by Municipal staff in and out of scope of the contract including (but not limited to) their skill, abilities and training;
- (v) identification of potential areas of risk for the Municipality arising from the analysis conducted pursuant to (i),(ii), (iii) and (iv) including (but not limited to) risks related to non-compliance, public health and environmental harm, financial impacts/liability exposure, performance gaps and continuity of service;
- (vi) identification of best practices used in other Ontario municipalities of similar size and with similar water and wastewater infrastructure for the oversight and operations of water and wastewater facilities (both vertical and linear);
- (vii) development of recommendations with respect to: (i) implementation of provincial best practices; (ii) implementation of oversight practices and

procedures to reduce risk; and (iii) implementation of process, policies, procedures and training for municipal out of scope responsibilities, including any training needs or skill gaps noted in (iv);

(viii) development of recommendations for the specifications and responsibilities to be included in any future Request for Proposal for an Operating Authority, including clear allocation of duties between the Operating Authority and the Municipality, alignment with regulatory requirements, incorporation of best practices, and mitigation of identified risks.

4.3 Deliverables

The Proponent shall deliver a comprehensive final report, together with supporting documentation, on or prior to December 19, 2025.

At minimum, the report shall include:

- Summary of findings
- Identified non-compliances or gaps
- Risk prioritization matrix
- Best practices matrix
- Clear, actionable recommendations
- Recommendations shall be explicitly linked to the findings, risks, and best practices identified in Section 4.2.1, and shall be organized by corresponding scope item.

4.4 Quantity and Timelines

Anticipated Quantity	1 Report
Project Completion Date	December 19, 2025
Key Milestones	1. Draft report by November 28, 2025
	2. Review draft report with Municipal staff/Council
	3. Final report by December 19, 2025

4.5 Municipal Facilities

The following Municipal Facilities represent the responsibilities associated with the current NWI contract.

Other than for Madsen Water Distribution System (vii) and the Madsen Sewage Treatment System (viii), Municipality of Red Lake Public Works Operations staff are responsible for repairs and maintenance of the distribution and collection infrastructure. Northern Waterworks is responsible for repairs and maintenance for both systems in Madsen (vii) and (viii).

(i) Red Lake Water Treatment Plant and Water Tower

The Red Lake Water Treatment Plant is a full Class III treatment facility. The plant has a rated capacity of 64 litres/second gravity flow lake intake, low lift pumping

system, chemical coagulation system, 64 litres/second BCA conventional treatment plant system, post treatment gas chlorination/Soda Ash Ph adjustment, 600,000 litres below ground dual reservoir system, four high lift pumping system, Auxiliary 125 KW diesel genset that provide standby power for the entire system.

(ii) Red Lake Wastewater Treatment Plant and Lift Stations

The Red Lake Wastewater Treatment Plant consists of two circular extended aeration plants. The treatment plant is a Class II facility with a rated capacity of 2460 m³/day. The effluent is chlorinated and discharges to Howey Bay of Red Lake. Waste sludge is disposed of at the Red Lake sludge lagoon site on Hwy 105.

There are seven sewage lift stations in Red Lake Ward. Lift stations #1, #2 and #6 have auxiliary diesel standby power.

(iii) Cochenour Water Treatment Plant

The Cochenour Water Treatment Plant is a full Class III treatment facility. The plant has a rated capacity of 72 litres/second gravity flow lake intake, low lift pumping system, chemical coagulation system, 72 litres/second BCA conventional treatment plant system, post treatment gas.

Chlorination/Soda Ash PH adjustment, 1,000,000 litres below ground dual reservoir system, four high lift pumping system, Auxiliary 150 KW diesel genset that provide standby power for the entire system.

The Cochenour system includes the Balmertown RPS utilized as a high lift pumping system providing a safe supply of water to the community of Balmertown. The RPS has a 1,500,000 litres below ground dual reservoir system, four high lift pumping system, auxiliary 125 KW diesel genset that provides standby power for the entire system.

(iv) Cochenour Sewage Lift Station and Lagoon System

The Cochenour lift station is a wet well type with two submersible pump, control, ventilation system and standby diesel genset and flow monitoring system which are housed in a building near the pumping station. The lift station serves Cochenour and McKenzie Island.

The sewage lagoon is a 2 cell facultative lagoon, with the capability of having a third cell added to reach the 10.3 ha design capacity. The rated capacity is 767.5 m³/day. Seasonal discharge is to Bruce Channel via a tailing pond.

(v) Balmertown Wastewater Treatment Plant and Sewage Lift Station

The Balmertown Wastewater Treatment Plant system is a Class II extended aeration plant with a rated capacity of 1124 m³/day. Waste sludge is dewatered by a sludge bagging system. Bags are trucked to the Balmertown sludge disposal site. Effluent discharges into Balmer Creek.

(vi) Madsen Water Treatment Plant System

The Madsen Water Treatment Plant is full Class II treatment facility. The plant has a rated capacity of 16 litres/second low lift pumping system, chemical

coagulation system, 8 litres/second BCA conventional treatment plant system, post treatment gas chlorination/Soda Ash Ph adjustment, 200,000 litres below ground dual reservoir system, four high lift pumping system, Auxiliary 50 KW diesel genset that provide standby power for the entire system.

(vii) Madsen Water Distribution System

Comprising all municipal water mains, municipal pipes and water hydrants receiving water from the Madsen Water Treatment Plant System.

(viii) Madsen Sewage Treatment System

The Sewage Treatment System consists of a septic tank system discharge into a tailing pond.

(ix) Madsen Wastewater Collection System

Comprising all sewer lines and man holes connecting to the Madsen Sewage Treatment System.

4.6 Technical Specifications and Service Standards

The successful Proponent is expected to conduct their review in accordance with all applicable legislation, regulations, and recognized industry best practices governing water and wastewater operations in Ontario. The following laws, regulations, and standards are relevant to the scope of the work and must be considered in the analysis and recommendations:

- Certificates of Approval and License for each Facility
- The Safe Drinking Water Act including O. Reg. 169/03: Ontario Drinking Water Quality Standards
- Ontario Water Resources Act, including O. Reg. 435/93: Waterworks and sewage works
- Health Protection and Promotion Act
- Environmental Protection Act
- Ministry of Environment, Parks and Conservation regulations
- All other related Provincial and Federal regulations in effect
- Industry Best Practices

4.7 Material Disclosures

The Municipality of Red Lake will provide the following documentation support:

- The current contract with Northern Waterworks Inc.
- Certificates of Approval and Licenses for each facility
- The Asset Management Plan related to Water and Waste Water assets
- The 2025 Community Capacity Study, once adopted by Council

All documents, data, and work products created through this engagement will be the property of the Municipality of Red Lake.

Site visits to all municipally owned water and wastewater facilities will be coordinated and are required as part of the review.

The successful proponent will be also granted access to relevant operational records, reports, water quality testing logs, MECP inspection reports, SCADA data (where applicable), and correspondence between the Municipality and NWI

4.8 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.

Item	Location	Instruction(s)
Submission Form	Appendix B	Completed and signed
Statement of Understanding	Appendix C	Completed and signed
Acknowledgement of Addenda	Appendix D	Completed and signed, even if no addenda issued
Conflict of Interest Form	Appendix E	Required only if applicable
Subcontractor Disclosure Form	Appendix F	Required only if applicable
Experience and Methodology	Section 4.8.1.1	See detailed requirements below
Methodology	Section 4.8.1.2	See detailed requirements below
Qualifications	Section 4.8.2.1	See detailed requirements below
Capacity and Resources	Section 4.8.3	See detailed requirements below
Work Schedule and Mobilization Plan	Section 4.8.4	See detailed requirements below

4.8.1 Organization Experience and Methodology

4.8.1.1 Experience

Proponents demonstrate their relevant experience by providing:

- a brief overview of their organization and years in operation
- a description of at least 3 projects of similar size and scope completed within the last ten (10) years, including the role of the Proponent, the methodology, and scale and scope of recommendations
- names, roles and qualifications of key personnel who will work on the project
- a clear explanation of how the team's experience aligns with the Deliverables

Where applicable, information should be separated into Proponent and subcontractor project listings.

4.8.1.2 Methodology

Proposals must include a description of the Proponent's project methodology, including the collaborative process / method to be used.

Proposals must address:

- the Proponent's understanding of the scope of work and deliverables;
- the Proponent's understanding of national, provincial and municipal water and wastewater regulatory requirements and operations, including Ontario best practices;
- expectations of the information and resources required from the Municipality; and
- any other issue that conveys the Proponent's understanding of the Project requirements.

4.8.2 Team Qualifications and Capacity

4.8.2.1 Team Qualifications

All personnel involved in the review must have:

- Experience in municipal water/wastewater management
- Familiarity with Ontario water and wastewater regulations
- Engineering or regulatory compliance background (P.Eng., CET, or similar)
- Proponents must provide proof of relevant certifications, licenses, or professional qualifications necessary for completing the work required under the contract.

4.8.3 Capacity

Proponents must demonstrate capacity to complete the work by providing:

- Details on available personnel, their roles and experience including:
- Educational background
- Professional recognition/designation
- Job title
- Years of experience in current position
- Years of experience with existing employer
- Relevant experience with respect to the scope of work
- An organizational chart listing the personnel assigned to the project
- For each individual, list the person hours and hourly rates to be dedicated to the project
- Information about the equipment and facilities available for fulfilling the contract

The size of the Proponent's organization will not influence the evaluation. Proposals will be assessed based on the qualifications and capacity of the proposed team.

4.8.4 Work Schedule and Mobilization Plan

A detailed work schedule and mobilization plan must be submitted with the proposal, outlining the start date, key milestones, and expected completion timelines.

4.9 Pre-Conditions of Award

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

4.9.1 Proof of Business Registration

The selected proponent must provide proof of valid business registration prior to award of the contract. If the proponent operates in Ontario, it must demonstrate that it is in good standing under the *Business Corporations Act (Ontario)* or registered under the *Business Names Act (Ontario)*. If the proponent operates outside of Ontario, it must provide equivalent proof of legal registration or licensing in its home jurisdiction.

4.9.2 Proof of Insurance

Commercial General Liability Insurance: The successful Proponent shall carry Commercial General Liability Insurance in the amount of \$2,000,000 per occurrence and \$2,000,000 in the aggregate providing coverage for Bodily Injury, Property Damage, Products and Completed Operations Liability, Contractual Liability, and Severability of Interests. The successful Proponent shall include The Corporation of the Municipality of Red Lake as an "additional insured" and provide a waiver of subrogation in their favour.

Automobile Insurance: If used in the performance of the successful Proponent's Services, Automobile Liability Insurance, including bodily injury and property damage, in the amount of \$1,000,000 including any owned, leased, hired and non-owned automobiles.

Professional Liability Insurance: The successful Proponent shall carry Professional Liability Insurance in the amount of \$1,000,000 per claim and \$2,000,000 in the aggregate. Insurance must be carried for a minimum of three (3) years after Project completion, and, if applicable, shall have no exclusion for pollution, mold or asbestos coverage.

Cyber Liability Insurance: The successful Proponent shall provide proof of Cyber Liability Insurance coverage with limits of at least \$1,000,000 per claim and in the aggregate, to be maintained for the duration of the contract.

Coverage must include, at minimum:

- Liability arising from theft, dissemination, and/or use of confidential information regardless of how the information is stored or transmitted.
- Liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems, including denial of service, unless caused by a mechanical or electrical failure.

- Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or their person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.
- Crisis management expenses (ie. notification, public relations, reputation damage, forensics, etc.) for a data breach.

Notwithstanding the above requirement for Professional Liability Insurance, all other 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.

4.9.3 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 the award of the contract and maintained throughout the contract term.

4.9.4 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.

4.10 Weighted Criteria

Proposals will be evaluated based on the following weighted criteria:

Criteria Category	Description	Weight
Experience of Proponent and Subcontractors	Evaluate the relevance and quality of past projects of similar size and scope completed in the last 10 years, including roles and outcomes	20%
Project Understanding, Methodology, and Timeline	Assess the clarity, suitability, and completeness of the proposed methodology, understanding of scope and deliverables, and work plan	20%
Experience of Personnel Assigned to the Project	Evaluate the qualifications, certifications, and relevant water/wastewater experience of each team member assigned to the project	20%
Capacity and Resources	Evaluate the availability of personnel, organizational structure, time commitment, and resources available to complete the work	15%
Fees	Evaluate based on total cost and hourly rates in relation to the proposed work plan, personnel, and deliverables; best value will be prioritized over lowest cost	25%
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.

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

APPENDIX B – SUBMISSION FORM



Request for Proposal Title:

Closing Date and Time:

Please fill out the following form, naming one (1) person to be the bidder's contact for the RFP process and for any clarifications that may be necessary.	
Legal Name of Proponent (if a Proposal is submitted jointly by two or more legal entities, each and all such entities must be identified)	
Operating Name (if different)	
Mailing Address	
Phone Number	
Email Address	
HST Number (if applicable)	
Authorized Contact Name & Title	

Signature

By signing below, I confirm that I am an authorized signing officer of the Proponent and that this Proposal is submitted in accordance with the terms of the Request for Proposal (RFP). I understand that the submission of this Proposal does not create any binding legal obligations between the Municipality and the Proponent. Any such obligations will arise only if and when a written agreement is executed between the Municipality and the Proponent.

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

APPENDIX C – STATEMENT OF UNDERSTANDING

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

1 Acknowledgement of RFP and Policies

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

2 Acknowledgement that the RFP Governs the Process

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

3 Non-Binding Procurement Process

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

4 Ability to Provide Deliverables

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

5 Proposal Validity

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

6 Acknowledgment of Addenda

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

7 Conflict of Interest Declaration

The Proponent has reviewed the Conflict of Interest clause in Section 3.15 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.

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

APPENDIX D – ACKNOWLEDGEMENT OF ADDENDA



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

We acknowledge that we have reviewed all addenda issued as referenced in Section 3.10 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 Section 3 of the RFP and confirm that all amendments, clarifications, and changes to scope have been incorporated into our Proposal.

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

APPENDIX E – 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.

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)	