



**Request for Proposal
For
WATER AND WASTEWATER OPERATING AUTHORITY**

Request for Proposal No.: 16-2026 Water and Wastewater Operating Authority

Issued: July 29, 2026

Deadline to Submit Questions: August 19, 2026

Submission Deadline: September 23, 2026 2:00 Central Time

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

Request for Proposal Contact: Michelle Laing
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 kilometres (332 mi) northwest of Thunder Bay and 455 kilometres northeast of Winnipeg, MB. Known as the 'Gateway to the Woodland Caribou Provincial Park', Red Lake is a remote but thriving municipality that serves as the commercial and service hub for the region.

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

1.2 Invitation to Proponents

This Request for Proposal (the "RFP") is an invitation by the Corporation of the Municipality of Red Lake (the "Municipality") to prospective proponents to submit proposals to serve as the Operating Authority for the municipal water and wastewater infrastructure owned by the Municipality, 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:

Michelle Laing, Procurement and 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 of 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 1.7).

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 RFP:	July 29, 2026
Deadline for Questions:	August 19, 2026
Deadline for Issuing Addenda:	September 2, 2026
Submission Deadline:	September 23, 2026 2:00 Central Time
Anticipated Execution of Agreement:	October 19, 2026

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)

Site visits to all water and wastewater facilities can be coordinated. Although the site visit is not mandatory, the Municipality strongly recommends that Proponents visit the facilities.

The Proponent declares that, by submitting a proposal for the Work, the Proponent:

- has investigated the Sites, the nature of the Work to be done and all local conditions that might affect its proposal or its performance of the Work; or
- has not investigated the Site, the nature of the Work to be done or local conditions;

In either event, the Proponent assumes all risk for conditions now existing or arising in the course of the Work which have been or could have been determined through such investigation, and that it did not and does not rely upon information furnished by the Municipality, its employees or agents other than information furnished in writing. Commencement of Work implies acceptance of existing conditions.

Inspections must be scheduled around municipal operational hours), and coordinated with the Municipality and existing Operating Authority in advance.

1.9 Submission of Proposals

All proposals must be submitted as follows:

- **Electronically:** Via the Municipality's official procurement portal at www.redlake.ca/document-submission-portal/
 - Electronic submissions must be received prior to 2:00pm local time (Central Time) on the closing date.
 - 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 electronic portal clock determines the official closing time of the submission deadline.

The RFP Contact may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in Section 1.7.

1.10 Proposal Submission Requirements

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

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 proponent 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 electronically at 2:00 p.m. Central Time on the Submission Deadline. The names of Proponents will be read aloud, but no pricing, scoring, evaluation details, or other Proposal contents 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:

2.2 Stage I - Mandatory Submission Requirements

Proposals that meet all mandatory submission requirements will be reviewed to determine whether the proposed pricing is financially viable.

2.3 Stage II – Financial Viability Screening

Following Stage I, the Municipality will review the Pricing Proposal to determine whether the total proposed pricing is materially above the Municipality's available funding to the extent that the project cannot reasonably proceed.

Stage II is intended only to identify proposals that are clearly unaffordable such that the Municipality cannot reasonably proceed without additional funding approval. Where a proposal is determined to be clearly unaffordable, it may be excluded from further evaluation in accordance with Section 3.13.

Proposals not excluded at Stage II will proceed to Stage III and be evaluated and scored, including pricing.

2.4 Stage III – Evaluation

Proposals that pass Stage II will be evaluated based on the weighted criteria set out in Part 4 (RFP Particulars).

2.4.1 Scoring Methodology

Proposals will be scored on a scale of 0 to 10 for each criterion, according to the following definitions:

Score Range	Meaning/Guidance	Rating
0-3	Response shows major weaknesses or omissions. Lacks understanding of requirement or provides vague or insufficient detail. May raise concerns about the proponent's capability or suitability.	Below Expectations
4-7	Response is generally complete and addresses the requirement with adequate detail and understanding. May lack clear strengths or added value but meets minimum expectations.	Meets Expectations
8-10	Response is well-developed, demonstrates strong understanding, and provides clear advantages such as added value, innovation, or efficiencies. Inspires confidence in delivery.	Exceeds Expectations

The 0 to 10 scoring scale applies to non-price rated criteria only. The Fees criterion will be scored using the pricing formula set out in Section 4.6.

For non-price criteria, evaluator scores will be averaged and multiplied by the applicable criterion weight to determine the weighted score. The Fees score will be calculated separately using the pricing formula set out in Section 4.6.

2.4.2 Presentations, Interviews and Clarification

The Municipality may, in its sole discretion, invite one or more Proponents to participate in a presentation, interview, demonstration, or clarification meeting as part of the evaluation process. Proponents invited to participate shall make appropriate representatives available to present their Proposal, respond to questions from the Municipality, and clarify any aspect of their submission.

Any presentation, interview, demonstration or clarification process is intended to assist the Municipality in understanding and evaluating the proposal and shall not permit a Proponent to materially alter its Proposal, introduce new pricing or change the substance of its submission, except where expressly requested by the Municipality for clarification purposes.

2.5 Instructions on How to Provide Pricing

- 2.5.1** The Proposal shall include a complete cost-plus pricing proposal including an estimated annual operating budget and the Proponent's proposed management fee. The pricing proposal must identify the proposed annual operating budget, the proposed management fee or management fee structure, cost allocation methods, and any other costs required to provide the Deliverables. Proponents may propose a management fee as a fixed amount, percentage-based fee, monthly fee, or other fee structure, provided the basis of calculation is clearly explained and all assumptions, exclusions, and applicable mark-ups are identified.

The Municipality reserves the right to reject or seek clarification on any proposed management fee structure that is unclear, duplicative, unreasonable, or inconsistent with the cost-plus arrangement contemplated by this RFP.

The estimated annual operating budget must include all estimated costs for labour, materials, supplies, chemicals, contracted services, equipment, administration, overhead, travel, reporting, emergency response, and all other costs required to perform the Services, except for capital improvements or other costs expressly identified in this RFP as requiring separate Municipal approval. The estimated budget submitted with the Proposal is for evaluation purposes only and does not constitute or establish the approved annual operating budget under the Agreement. An annual operating budget must be reviewed and approved by the Municipality for each contract year in accordance with the terms of the Agreement.

- 2.5.2** The estimated annual operating budget submitted with the Proposal must demonstrate the Proponent's understanding of the anticipated operating costs associated with providing the Services and must clearly state the proposed management fee. Following contract award, the successful Proponent shall prepare and submit an annual operating budget for the Municipality's review and approval in accordance with the Agreement. The Municipality reserves the right to approve, modify, or reject any proposed operating budget. Nothing in the Proposal or resulting Agreement shall be interpreted as obligating the Municipality to approve the estimated budget submitted for evaluation purposes.

- 2.5.3** The successful Proponent will be reimbursed for eligible actual costs incurred in accordance with the Municipality-approved annual operating budget and the terms of the Agreement, plus the approved management fee. Costs in excess of the approved annual operating budget, capital improvements, major repairs, emergency response costs, and costs resulting from regulatory changes will require Municipal approval in accordance with this RFP and the Agreement.
- 2.5.4** All pricing must be provided in Canadian funds and must identify all applicable duties, tariffs, and taxes, except for HST, which should be itemized separately. The pricing proposal must be complete and transparent and must include, as applicable, labour, materials, travel, transportation, insurance, equipment, administration, overhead, emergency response, reporting, and any other costs proposed to be charged under the cost-plus arrangement. Proponents must identify any assumptions, exclusions, allocation methods, mark-ups, or costs requiring separate Municipal approval.
- 2.5.5** The Municipality reserves the right to reject any Proposal that contains materially unbalanced pricing. A Proposal is 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.

2.6 Ranking of Proponents

After completion of all stages, the weighted scores for the non-price criteria and the formula-based Fees score will be added together to determine each Proponent's total score. 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.

2.7 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 clarification or refinement of terms to better align with the Municipality's requirements, provided such changes do not materially alter the scope of intent of the RFP.

Any recommendation to award the Agreement shall be subject to Council approval.

2.8 Time Period for Negotiations

The Municipality intends to finalize an agreement with the top-ranked proponent within the Contract Negotiation Period, beginning from the date of the invitation to negotiate is issued.

Proponents should be prepared to:

- Satisfy the pre-conditions of award outlined in Part 4 (RFP Particulars)
- Provide all requested supporting documentation or clarifications promptly;
- Participate in negotiations in good faith and without delay.

Following successful negotiation, the selected proponent will receive a written notice of intent to award and must confirm its acceptance within ten (10) business days. If the proponent fails to

respond within this timeframe, the Municipality may proceed with another proponent or cancel the RFP process entirely.

2.9 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.

2.10 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 only direct questions or seek additional information in writing, by email, to the RFP Contact on or before the Deadline for Questions.

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 Authorized Communications Only

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.

3.11 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the Municipality, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Municipality.

3.12 Post-Deadline Addenda and Extension of Submission Deadline

If the Municipality determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Municipality may extend the Submission Deadline for a reasonable period of time.

3.13 Verify, Clarify, and Supplement

When evaluating proposals, the Municipality may request further information from the proponent or third parties to verify, clarify, or supplement the information provided in the proponent's submission, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Part 4 of the RFP (RFP Particulars). The Municipality may revisit, re-evaluate and redetermine the qualification status of the proponent's proposal.

NOTIFICATION AND DEBRIEFING

3.14 Notification to Other Proponents

Once an Agreement is executed by the Municipality and a proponent, all other proponents will be notified of the outcome of the procurement process through public posting on the Municipality's website. The Municipality will also make reasonable efforts to notify unsuccessful proponents directly via email, ensuring they are informed of the decision promptly.

3.15 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification.

During the debriefing, feedback will be provided on the evaluation process and ranking. The Municipality will not disclose competitor pricing or proprietary information. Proponents will be informed of their score and how their proposal compared to others, as applicable, within the evaluation framework.

CONFLICT OF INTEREST AND PROHIBITED CONDUCT

3.16 Conflict of Interest

A conflict of interest occurs when a proponent has an unfair advantage or engages in conduct that may compromise the integrity of the RFP process. This includes accessing confidential Municipal information not available to other proponents, attempting to influence the process through lobbying, or having financial or personal relationships that impair impartial judgment.

3.17 Disclosure Requirements

Proponents must disclose any actual or perceived conflict of interest, such as personal or financial ties to a Municipal employee or official or any situation that may create the appearance of a conflict. If a conflict is identified after submission, the proponent must immediately notify the Municipality. Failure to disclose may result in disqualification or contract termination.

3.18 Disqualification for Conflict of Interest

The Municipality may disqualify a proponent for any conduct, situation or circumstances, determined by the Municipality, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.19 Professional Operations

The successful Proponent assures the Municipality that the project will be managed professionally, prudently, and without negligence. The Proponent is responsible for ensuring that all staff, including contract workers and volunteers, are adequately trained and deliver high-quality customer service to project patrons.

3.20 Disqualification for Prohibited Conduct

The Municipality may disqualify a proponent, rescind notice of selection or terminate a contract subsequently entered into if the Municipality determines that the proponent has engaged in any conduct prohibited by this RFP.

3.21 Proponent Not to Communicate with Media

Proponents must not, at any time, directly or indirectly, communicate with the media 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.

3.22 Prohibited Lobbying and Influence

Proponents must not attempt to influence the outcome of this procurement process through direct or indirect communication with any current or former municipal staff, elected officials, or agents of the Municipality, other than the RFP contact. Any such attempt may result in disqualification of the proponent, at the Municipality's sole discretion.

3.23 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.

3.24 Past Performance or Past Conduct

The Municipality may prohibit a proponent from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- a) Illegal or unethical conduct as described above,
- b) The refusal of the proponent to honour its submitted pricing or other commitments; or,
- c) Any conduct, situation, or circumstance determined by the Municipality, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

CONFIDENTIAL INFORMATION

3.25 Confidential Information of the Municipality

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

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

3.26 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.

INTELLECTUAL PROPERTY RIGHTS

3.27 Ownership of Deliverables

All final deliverables developed or provided under this RFP, including but not limited to reports, plans, drawings, specifications, data sets, GIS layers, spreadsheets, and any other outputs, shall become the sole and exclusive property of the Municipality upon payment. The Municipality shall have the right to use, reproduce, modify, and share the Final Deliverables for its internal operations, planning processes, public consultation, and future procurements.

3.28 Format and Delivery Requirements

The successful Proponent shall create, maintain, update, and deliver all records, reports, data, documentation, plans, drawings, manuals, logs, registers, templates, schedules, spreadsheets, GIS files, CAD files, asset information, compliance records, operating procedures, maintenance records, inspection records, capital planning information, lifecycle planning information, and other work products required under the Agreement or reasonably necessary to support the operation, maintenance, management, regulatory compliance, asset management, financial reporting, long-term planning, and transition of the Municipality's water and wastewater systems.

All such materials shall be provided to the Municipality in formats acceptable to the Municipality, including both:

- non-editable formats suitable for publication, filing, or formal submission, where applicable; and
- editable native formats, including Word, Excel, shapefiles, CAD/DWG files, databases, exports, or other source formats where applicable, to enable municipal use, review, updating, integration, retention, and future planning.

The successful Proponent shall provide records and documentation to the Municipality on an ongoing basis during the term of the Agreement, upon request, at regular reporting intervals, and upon expiry or termination of the Agreement. The Proponent shall not withhold, restrict access to, or condition the release of Municipal records, operational documentation, planning information, or system data except as expressly permitted by the Agreement.

The Municipality reserves the right to withhold payment, require corrective action, or require delivery of missing or incomplete records where required formats, records, data, or documentation are not provided as specified.

3.29 Ownership of Municipal Records, Data and Work Products

All records, data, reports, documentation, drawings, plans, manuals, logs, registers, spreadsheets, GIS information, asset information, condition assessments, maintenance histories, inspection records, compliance records, regulatory submissions, operating procedures, capital planning information, lifecycle planning information, financial reports, and other work products created, collected, compiled, updated, maintained, or prepared by the successful Proponent in connection with the Services or the municipal water and wastewater systems shall be and remain the property of the Municipality.

For clarity, this includes all documentation and information required to support regulatory compliance, system operation, maintenance planning, asset management, long-term capital planning, financial planning, budgeting, rate studies, procurement, reporting, audits, public accountability, transition to a future operating authority, and ongoing municipal ownership and oversight of the systems.

The successful Proponent shall have no ownership interest in such Municipal records, system data, planning information, or work products, regardless of whether the information is created by the Proponent, updated from existing Municipal records, compiled from operational activities, generated through the Proponent's systems, or prepared using the Proponent's personnel, subcontractors, tools, templates, or software.

The Municipality shall have the unrestricted right to use, reproduce, modify, retain, disclose, share, integrate, and rely on such materials for municipal purposes, including internal operations, regulatory compliance, asset management, long-term planning, public reporting, future procurements, audits, dispute resolution, and transition to another service provider.

3.30 Moral Rights Waiver

The Proponent shall obtain a waiver of moral rights from its personnel and subcontractors in favour of the Municipality with respect to the final deliverables, to the extent permitted by law.

PROCUREMENT PROCESS

3.31 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the Municipality's Procurement By-law, applicable trade agreements, and public sector procurement law in Ontario. For greater certainty and without limitation:

- a) This RFP will not give rise to any obligations under Contract A or any other process or collateral contract; and
- b) Neither the proponent nor the Municipality have the right to make any claims (in contract, tort, equity, or otherwise) against the other with respect to the award of a contract, failure to award a contract or cancellation of this RFP.

3.32 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.

3.33 Non-binding Price Estimates

Pricing information submitted by Proponents will be used for evaluation, ranking, negotiation, and potential award purposes. Although the submission of pricing does not create any legal obligation on the Municipality to accept a Proposal or enter into an Agreement, Proponents may not withdraw or materially alter their submitted pricing during the Proposal validity period except with the Municipality's prior written consent. Any inaccurate, misleading, incomplete, withdrawn, or materially altered pricing may adversely impact the evaluation or ranking of the Proposal or the Municipality's decision to enter into an Agreement for the Deliverables.

3.34 Budget Disclosure

The Municipality will not disclose the project budget or internal cost estimates to proponents, except where such information has been made publicly available through Council-approved budgets or other published materials on the Municipality's website. Proponents should base their pricing on the scope and requirements set out in this RFP and their own professional judgment.

3.35 Rejection of Unreasonably High Pricing

The Municipality reserves the right to reject any proposal where, in the Municipality's sole and absolute discretion, the total proposed pricing:

- Significantly exceeds the Municipality's internal cost estimates or available funding
- Is not competitive with prevailing market rates for similar deliverables; or
- Represents poor value for money when assessed in conjunction with the evaluation criteria.

Where proposals are found to be unreasonably priced, the Municipality may choose to disqualify them prior to the evaluation of rated criteria, as outlined in Section 2.3 – Financial Viability Screening. Such disqualification will be applied reasonably and in good faith and will be documented in accordance with procurement best practices.

3.36 Cancellation

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

SUBCONTRACTING & THIRD PARTY SUPPLIERS

3.37 Disclosure of Subcontractors

The Proponent must disclose, as part of its Proposal, the names of all proposed subcontractors known at the time of submission, including a description of the goods or services each subcontractor will provide. If the Proponent does not intend to use subcontractors, or if no subcontractors are known at the time of submission, the Proponent must state this in its Proposal. Any subcontractor identified after submission, or any change to a proposed subcontractor, is subject to the Municipality's prior written approval before that subcontractor performs any work.

3.38 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.

3.39 Changes to Subcontractors

Any changes to subcontractors 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.

3.40 Municipality's Right to Request Additional Information

Upon request, the Municipality may require additional details, including qualifications, experience, and compliance history, before approving subcontractors.

GOVERNING LAW AND INTERPRETATION

3.41 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.

3.42 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.

3.43 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

3.44 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.

3.45 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 Background and Intent

The Municipality holds a contract with a water and wastewater service provider to serve as the **Operating Authority** of municipal water and wastewater facilities. The current contract began in 2017 and expires in February 2027. The Municipality is soliciting proposals from qualified service providers to serve as the Operating Authority for a ten-year operating term commencing March 1, 2027, and ending February 28, 2037. The Agreement will also include transition services for one month before and one month after the operating term, being February 2027 and March 2037, respectively. Proponents must include all costs associated with these transition periods in their Proposal to ensure operational continuity.

The Operating Authority shall be accredited for the purposes of subsection 13 (1) of the SDWA. Accreditation is based upon the Drinking Water Quality Management Standards (DWQMS) for municipal residential drinking water systems approved by the Minister of the Environment, Conservation and Parks under section 21 of the SDWA.

Accreditation is granted by a third-party Accreditation Body to an operating authority that has documented, and where required, implemented a QMS that meets the applicable requirements of the DWQMS. Conformity with the requirements of the DWQMS is assessed on an ongoing basis using certified auditors.

The Municipality currently manages sewer and watermain repairs, including associated lateral repairs to the property line, for most collection and distribution systems, with assistance from the Operating Authority. Madsen is currently managed differently, with sewer and watermain repairs coordinated by the Operating Authority. Under the new Agreement, the Operating Authority is expected to assume a broader management and coordination role for the Municipality's collection and distribution systems, subject to the scope boundaries, approval requirements, and procurement requirements set out in this RFP and the final Agreement.

The services to be provided by the successful proponent consist of all functions required for the operation, maintenance, and management of the facilities and collection and distribution systems including sewer main and watermain repairs.

A summary of water and wastewater infrastructure owned by the Municipality is provided below:

Type of Facility	Facility Name	Components	Area Serviced by the Facility
Drinking Water Systems	Red Lake Drinking Water System	- Red Lake Water Treatment Plant - Red Lake Water Tower - Red Lake Water Distribution System	Red Lake
	Balmertown, Cochenour & McKenzie Island Drinking Water System	- Cochenour Water Treatment Plant - Balmertown Reservoir Pumping Station - Cochenour and McKenzie Island Water Distribution System - Balmertown Water Distribution System	Cochenour McKenzie Island Balmertown

	Madsen Drinking Water System	• Madsen Water Treatment Plant • Madsen Water Distribution System	Madsen
Wastewater Systems	Red Lake Wastewater System	• Red Lake Wastewater Treatment Plant (Red Lake Water Pollution Control Plant) • Red Lake Wastewater Collection System	Red Lake
	Cochenour and McKenzie Island Wastewater System	• Cochenour Lagoon • Cochenour and McKenzie Island Wastewater Collection System	Cochenour McKenzie Island
	Balmertown Wastewater System	• Balmertown Wastewater Treatment Plant (Balmertown Water Pollution Control Plant) • Balmertown Wastewater Collection System	Balmertown
	Madsen Wastewater System	• Madsen Sewage Treatment System • Madsen Wastewater Collection System	Madsen
	Sludge Drying Beds	• Sully Lake Drying Beds • Rahill Beach Drying Beds	As applicable to municipal wastewater operations

The Municipality's drinking water and wastewater systems are classified as Class I through Class III. The following table summarises the current classification of each system:

System Name	Classification Under Applicable O. Reg
1. Red Lake Water Treatment Plant	Class III
2. Red Lake Water Distribution System	Class II
3. Cochenour Water Treatment Plant	Class III
4. Cochenour and McKenzie Island Water Distribution System	Class II
5. Balmertown Water Distribution System	Class II
6. Madsen Water Treatment Plant	Class III
7. Madsen Water Distribution System	Class II
8. Red Lake Wastewater Treatment Plant	Class II
9. Red Lake Wastewater Collection System	Class I
10. Cochenour Lagoon	Class I
11. Cochenour and McKenzie Island Wastewater Collection System	Class I
12. Balmertown Wastewater Treatment Plant	Class II
13. Balmertown Wastewater Collection System	Class I
14. Madsen Sewage Treatment System	Class I

15. Madsen Wastewater Collection System	Class I
16. Sully Lake Drying Beds	NA
17. Rahill Beach Drying Beds	NA

4.2 Scope of Work

The scope of work for the RFP is as follows:

- I. Performing all duties and responsibilities required of the Operating Authority for the municipal water and wastewater facilities listed in Section 4.1.
- II. The services to be provided by the successful proponent consist of all functions required for the operation, maintenance, and management of the facilities and collection and distribution systems including sewer main and watermain repairs.

For clarity, the Operating Authority's role in relation to the collection and distribution systems includes day-to-day operation, inspection, monitoring, routine maintenance, minor corrective maintenance, repair coordination, deficiency identification, recommendations, and reporting. Major repairs, capital work, lifecycle replacements, system upgrades, and work that materially changes the function, capacity, configuration, or useful life of municipal infrastructure require the Municipality's prior approval, except where emergency work is required to maintain regulatory compliance, protect public health and safety, prevent service interruption, or prevent material damage to municipal infrastructure.

These services consist of administrative and operational services required to operate, manage and maintain the facilities efficiently in a cost-effective manner, meeting or exceeding the requirements of Licenses and Permits or Certificate of Approvals / Environmental Compliance Approvals held by the Municipality for each facility, the Safe Drinking Water Act, 2002 (SDWA), the Ontario Water Resources Act (OWRA), the Environmental Protection Act (EPA) and Health Protection and Promotion Act and all applicable Ontario and Federal statutory and regulatory requirements and standards in effect, including but not limited to:

- a. operational checks, sampling and testing including laboratory services
- b. reporting adverse test results, providing warning notices (in concert with Municipal Social Media) to users and implementing corrective actions
- c. prepare and submit all reports and notices required under applicable legislation, approvals, permits, licences, and regulatory requirements for the Municipality's drinking water and wastewater systems.
- d. maintain complete compliance records and promptly notify the Municipality of any regulatory incidents or non-compliance.
- e. promptly identify, document, and notify the Municipality of any actual, suspected, or potential non-compliance with applicable legislation, licences, permits, approvals, certificates, standards, operating procedures, or regulatory requirements, including any condition, deficiency, operational practice, equipment failure, or infrastructure issue that may result in a future non-compliance event. The Proponent shall provide recommendations and corrective action plans to address and resolve such matters in a timely manner.
- f. maintaining compliance with DWQMS and creating and/or updating Operational Plans, Quality Management Systems, Operating Procedures and Operation and Maintenance Manuals as required

- g. maintaining operator certification and fulfilling training requirements
- h. performing preventative and corrective maintenance duties
- i. operating, inspecting, maintaining, and reporting on sludge drying beds and related sludge management activities associated with the municipal wastewater systems
- j. developing and implementing lifecycle-based maintenance strategies aligned with asset condition, performance requirements, and manufacturer recommendations
- k. managing the renewal and upkeep of facility licenses and permits including permits to take water
- l. emergency response and contingency planning
- m. customer service and complaint response
- n. providing asset management support, i.e. inspections, condition assessments, long term capital planning which align with Municipality of Red Lake Asset Management policies, programs and reporting requirements. The Proponent's role shall be advisory in nature, however, where the Municipality is not leading a capital work, the Proponent may be required to coordinate or support its operational delivery, subject to Municipal approval. All capital planning decisions, prioritization and approvals shall remain the responsibility of the Municipality.
- o. ensuring that approved capital works, lifecycle activities, and major repairs are carried out in accordance with the Municipality's Procurement By-law and applicable purchasing policies, including obtaining approvals prior to initiating procurement activities
- p. performing general upkeep and maintenance of all facility buildings, grounds, and sites, both interior and exterior, including but not limited to cleaning, garbage and debris removal, grounds maintenance, painting, minor repairs, preventative maintenance, and other related activities required to maintain the facilities in a safe, clean, and operational condition. The Operating Authority shall remain responsible for grass cutting, snow plowing, and snow removal services at all facilities
- q. assisting the Municipality with mapping of infrastructure for the Municipal GIS system
- r. perform annual hydrant flushing as scheduled in discussion with the Municipality
- s. perform hydrant repair and maintenance on an as needed and/or as requested by the Municipality basis (this work is exclusive of cleaning, priming and applying high-visibility paint). Repairs shall be made in a timely manner ensuring functionality is available for all Fire Hydrants in the Municipality of Red Lake
- t. development and execution of an annual (this program may be staged and rotated over several years) valve exercising program, including the repair and maintenance and/or replacement of the valves

Value Added Services

Proponents may offer value-added services that may enhance the requested services noted above and/or offer additional services not mentioned or contemplated by this RFP.

Proponents should be specific and as detailed as possible with any value-added offerings. Value-added offerings are considered provisional for the purposes of this RFP and will not be separately evaluated or scored. However, where a value-added offering directly supports the Proponent's proposed methodology, scope of services, cost control, operational efficiency, regulatory

compliance, or service delivery approach, the Municipality may consider it as part of the relevant evaluated criterion. Value-added offerings may also be discussed with the Municipality during negotiations but will not create any obligation on the Municipality unless expressly included in the final Agreement.

Financial Reporting

Financial reporting must be structured to support the Municipality's financial reporting, asset management planning and utility rate-setting requirements. The proponent shall provide detailed financial reports in a format acceptable to the Municipality, on a monthly (or other agreed) basis, including:

- Actual costs incurred compared to the approved operating budget;
- Labour reporting including hours, rates, and classification (direct vs. indirect);
- Variance analysis and supporting explanations for material variances, including the cause, financial impact and any recommended corrective action; and
- Any additional reporting required to support asset management planning and utility rate studies.

All costs must be classified in accordance with the prescribed headings and cost categories outlined in Section 4.5.6 and must be recorded at the time the cost is incurred.

Planned Capital Projects and System Upgrades

The Municipality may undertake capital projects, lifecycle replacements, system upgrades, regulatory-driven improvements, and other infrastructure renewal work during the term of the Agreement. The Municipality will lead significant capital projects, major infrastructure upgrades, and other major renewal work unless otherwise agreed in writing. The Operating Authority shall provide reasonable operational support for such projects, including operational input during planning and design, coordination with the Municipality and its consultants or contractors, assistance with shutdowns, bypasses, temporary operations, commissioning, start-up, deficiency identification, records updates, and reporting on operational impacts.

Where work requires contractors, specialized services, materials, or equipment beyond the Operating Authority's own resources, the Operating Authority shall coordinate the work in accordance with the Municipality's direction, Procurement By-law, and applicable purchasing policies. The Operating Authority shall not commit the Municipality to any expenditure, procurement, contract, subcontract, or capital work unless authorized by the Municipality, except for emergency work permitted under the Agreement. The Municipality will determine whether work is operating maintenance, major repair, capital work, or emergency work where classification is unclear.

Unless expressly included in the approved annual operating budget or otherwise approved in writing by the Municipality, costs associated with capital projects, major repairs, lifecycle replacements, system upgrades, construction support, commissioning support, bypass or temporary operations, and project-specific activities must be separately approved in writing by the Municipality before being incurred.

Ownership of Capital Works, Equipment, and Infrastructure

All capital works, lifecycle replacements, major repairs, system upgrades, equipment, fixtures, components, materials, records, drawings, manuals, warranties, and other infrastructure or assets

purchased, constructed, installed, replaced, repaired, or improved using Municipal funds or as part of the Services shall be and remain the property of the Municipality. The Operating Authority shall not acquire any ownership, lien, security interest, or other proprietary interest in such assets, regardless of whether the Operating Authority procures, coordinates, installs, manages, or pays for the assets on behalf of the Municipality, unless otherwise expressly agreed in writing by the Municipality

4.3 Municipal Facilities

This section provides general descriptions of the current conditions of the facilities and infrastructure owned by the Municipality.

Non-Municipal and Interface Infrastructure

Certain infrastructure described in this section may be owned, operated, or controlled by parties other than the Municipality but may connect to, discharge to, or otherwise affect the Municipality's water or wastewater systems. Unless expressly stated otherwise in this RFP or the final Agreement, the Operating Authority is not responsible for the operation, maintenance, repair, replacement, capital renewal, inspection, or regulatory compliance of non-municipal infrastructure.

For all connected properties, the Operating Authority is not responsible for private, on-property, or third party-owned water infrastructure downstream of the municipal connection point or wastewater infrastructure upstream from the municipal connection point unless included in this RFP or final Agreement.

For clarity, the Red Lake Airport wastewater collection system, including the on-site airport lift station and related airport wastewater infrastructure, is included within the Operating Authority's scope of services. The Operating Authority shall operate, monitor, inspect, maintain, report on, and coordinate required repairs for the Red Lake Airport wastewater collection system in accordance with this RFP and the final Agreement.

The Opichee Lift Station and related internal infrastructure serving the housing complex on Opichee Crescent are private infrastructure and are not included within the Operating Authority's scope of services, except for coordination, monitoring of impacts on the municipal system, reporting, and communication with the Municipality where such infrastructure affects or may affect municipal wastewater operations.

Wastewater from the Evolution Mine Site/Balmer Creek Complex may enter the Balmertown wastewater collection system; however, the Operating Authority is not responsible for the operation, maintenance, repair, replacement, capital renewal, inspection, or regulatory compliance of Evolution Mine Site infrastructure upstream of the municipal connection point. The Operating Authority's responsibilities are limited to monitoring, reporting, coordination with the Municipality, and operating the municipal system from the municipal connection point onward.

The Municipality is responsible for the maintenance of approximately sixteen (16) privately owned grinder pumps in Cochenour connected to the municipal wastewater collection system. Although privately owned and located on private property, these grinder pumps are included within the Operating Authority's scope of services for the purposes of this RFP. The Operating Authority shall inspect, troubleshoot, maintain, repair, report on, and coordinate work related to these grinder pumps as required, including coordination with property owners and the Municipality. Replacement, major repair, changes in service configuration, or work beyond routine maintenance requires the Municipality's prior approval

1. Red Lake Water Treatment Plant

The Red Lake Water Treatment Plant (WTP) draws raw water from Skookum Bay through a deep-water intake system and a multi-chamber low lift wet well equipped with vertical turbine pumps. The Class III facility, constructed in 1996, operates two parallel chemically-assisted conventional treatment trains that provide coagulation, flocculation, sedimentation with tube settlers, dual-media filtration with an air-scour system, and chlorine-gas disinfection, with pH adjustment for corrosion control. Major system features include:

- a. a Permit to Take Water (PTTW) allowing up to 6,480 m³/day or 4,500 L/min (75 L/s) for 24 Hours
- b. intake structure located approximately 610 m north-northwest of the treatment plant, at an approximate depth of 14 m and a 400 mm diameter cast iron intake pipe, which conveys water by gravity
- c. three Goulds vertical turbine raw water pumps, each rated for 25 L/s at 14.3 m head, housed inside the raw water pump house
- d. addition of coagulant (aluminum sulphate) and pre-treatment pH/alkalinity adjustment chemical (sodium carbonate) to the incoming raw water
- e. dual train conventional treatment units, each train rated for 3,024 m³/day with a combined capacity of 6,048 m³/day (70 L/s)
- f. usage of a flocculant (polymer) for flocculation and process wastewater sludge treatment
- g. usage of pH adjustment chemical (sodium carbonate) and disinfectant (chlorine gas) for both primary and secondary disinfection
- h. two interconnected underground treated water reservoirs providing 563 m³ of storage according to available records
- i. four 25 HP Goulds high-lift vertical turbine pumps (three VFD-equipped), each rated for 20.19 L/s at 70.1 m head, supplying the distribution system and water tower
- j. full SCADA monitoring with alarms for turbidity, chlorine residual, pH, and flows
- k. a 100-kW standby generator for emergency power
- l. a dedicated process-waste stream including backwash holding and sludge thickening chambers, with supernatant discharged to Skookum Bay and sludge removed periodically.

2. Red Lake Water Distribution System

The Red Lake water distribution system consists of approximately 20.8 km of watermain and 122 hydrants equipped with isolation valves. The watermains are constructed of ductile iron, HDPE, and cast iron, with diameters ranging from 150 mm to 250 mm. The distribution system operates using a combination of the high-lift pumping system and the elevated water tower to maintain and regulate system pressure.

a. Red Lake Water Tower

The Red Lake Water Tower is a concrete cylindrical elevated tank constructed from eight curved concrete segments per lift, forming a 13.7 m diameter structure with 15 total lifts. Water is stored from the 9th to the 15th lifts, providing a total storage volume of 1,465 m³. A duplex recirculation pumping system maintains water

circulation, with operators running one pump at a time and manually alternating pump duty weekly. The tower is equipped with a gas-powered generator to supply emergency power during outages.

3. Cochenour Water Treatment Plant

The Cochenour Water Treatment Plant (also known as BCMI Water Treatment Plant) draws raw water from Bruce Channel through an offshore intake and a multi-well raw water pumping station equipped with vertical turbine pumps. The Class III facility operates three parallel conventional treatment trains that provide coagulation, flocculation, sedimentation with tube settlers, dual-media filtration (with air-scour and backwash capability), and super-chlorinated disinfection using chlorine gas, with pH adjustment for post-treatment stabilization. Major system features include:

- a. a Permit to Take Water allowing up to 6,065 m³/day at 4,320 L/min (72 L/s) for 23.4 hours.
- b. the intake structure located approximately 115 m offshore, with raw water conveyed by gravity through a 300 mm, 135 m long intake pipe into five interconnected wet wells, providing 200 m³ of storage based on a 100-year water level in Bruce Channel
- c. three 20 HP Peerless raw water pumps, each rated for 36.9 L/s at 27.7 m head, conveying water through a 300 mm HDPE supply line from the raw water pump house to the water treatment plant
- d. addition of coagulant (aluminum sulphate) and pre-treatment pH/alkalinity adjustment chemical (sodium carbonate) to the incoming raw water
- e. a 125-kW diesel generator to provide emergency power to the raw water pump house
- f. three parallel conventional treatment units, each train rated for 2,021.7 m³/day with a combined capacity of 6,065 m³/day (70 L/s)
- g. usage of a flocculant (polymer) for flocculation and process wastewater sludge treatment
- h. usage of post-treatment pH adjustment chemical (sodium carbonate) and disinfectant (chlorine gas) for both primary and secondary disinfection
- i. a two-cell baffled treated water reservoir providing 1,380 m³ of usable storage according to drawings
- j. four Peerless variable-speed vertical turbine distribution pumps (one space for a future expansion), each having a rated capacity of 20.4 L/s at 59.7 m head, supplying the Cochenour and McKenzie Island distribution systems
- k. two 25 HP Peerless constant-speed vertical turbine pumps, each capable of pumping 46.6 L/s at 28.7 m head, transferring treated water to Balmertown Reservoir Pumping Station
- l. a 255 m³ backwash surge tank and 122 m³ sludge thickening tank with supernatant discharge to Bruce Channel and periodic sludge removal
- m. a 300-kW diesel generator to provide emergency power to the treatment plant
- n. SCADA monitoring with alarms for raw water flow, filtrate turbidity, treated water flows, and chlorine residual.

4. Cochenour and McKenzie Island Water Distributions System

The Cochenour and McKenzie Island water distribution system includes approximately 9,200 m of watermain ranging from 75 mm to 200 mm in diameter, along with 33 fire hydrants and associated mains and isolation valves. Bleeders are installed throughout the system to maintain adequate chlorine residuals. A submerged 150 mm watermain connects Cochenour to McKenzie Island across the McKenzie Channel. Fire flow capacity is supplied by the four distribution pumps located at the BCMI Water Treatment Plant.

5. Balmertown Water Distribution System

The Balmertown distribution system is a stand-alone network consisting of approximately 8,800 m of watermains and 45 hydrants. Most watermains are 150 mm or 200 mm in diameter and constructed of ductile iron, cast iron, or asbestos-cement. Fire protection for the community is supplied by the four distribution pumps at the Balmertown Reservoir Pumping Station.

a. Balmertown Reservoir Pumping Station (RPS)

The Balmertown Reservoir Pumping Station (RPS) provides treated water storage and high-lift pumping for the Balmertown distribution system through a multi-cell underground reservoir and clear well system. Major system features include:

- i. two underground reservoir cells and two clear wells providing a total usable storage volume of 2,201 m³ according to drawings
- ii. four 40 HP variable-speed vertical turbine pumps, each rated at 43.2 L/s at 55 m head, supplying the Balmertown distribution system
- iii. a chlorine-gas booster system with two injection points for maintaining residuals when required
- iv. continuous monitoring of turbidity, free chlorine residual, and pH for both incoming treated water from BCMI and outgoing distribution flows
- v. a 300 mm treated water inlet equipped with a back-pressure valve to regulate upstream pressure and prevent surges, supported by a sump pump and alarm system in the valve chamber
- vi. full PLC-based automation with SCADA monitoring and auto-dialer alarm notification
- vii. a 230-kW standby diesel generator providing emergency power during outages.

6. Madsen Water Treatment Plant

The Madsen Water Treatment Plant (WTP) draws raw water from Russet Lake through an offshore intake and a low-lift pumping station equipped with two constant-speed centrifugal pumps. The Class III facility operates two parallel conventional treatment trains that provide pre-oxidation, coagulation, flocculation, sedimentation with tube settlers, dual-media filtration, and chlorine disinfection, with pH adjustment for post-treatment stabilization. Major system features include:

- a. a Permit to Take Water limiting raw water withdrawal to 564.48 m³/day (588 L/min or 9.58 L/s) for up to 16 hours per day
- b. an intake structure located approximately 30 m offshore and 8 m below the mean lake level, conveying water through a 300 mm diameter HDPE intake pipe
- c. two constant-speed horizontal centrifugal low-lift pumps, conveying raw water through a 150 mm HDPE watermain to a 99 m³ baffled raw water reservoir
- d. addition of an oxidizing agent (potassium permanganate) to the incoming raw water stream
- e. two 5 HP centrifugal transfer pumps to transfer raw water to the treatment units
- f. two conventional treatment trains rated for a combined capacity of 691 m³/day, each consisting of a three-chamber flocculation tank, a sedimentation tank with tube settlers, and a dual-media filter
- g. usage of coagulant (polyaluminum chloride) for coagulation and flocculant (polymer) for flocculation process
- h. post-filtration pH adjustment using sodium carbonate and primary disinfection using sodium hypochlorite
- i. two baffled treated water reservoir cells providing 190 m³ of storage and required contact time as per IFT drawings
- j. four 15 HP VFD-controlled high-lift vertical turbine pumps supplying the Madsen distribution system
- k. secondary disinfection using sodium hypochlorite to maintain free chlorine residual throughout the distribution network
- l. full PLC-based automation with SCADA monitoring of raw water flow, filter transfer flow, filtrate turbidity, treated water flow, and free chlorine residual
- m. a standby diesel generator providing emergency power
- n. a dedicated backwash and sludge-handling system including duplex 7.5 HP backwash pumps, air-scour, a backwash surge tank, and a sludge thickening tank, with supernatant discharged to the wastewater system and sludge removed periodically.

7. Madsen Water Distribution System

The Madsen water distribution system consists of approximately 2.6 km of watermains, primarily 100 mm HDPE pipe with 50 mm insulation. Service connections are typically 25 mm or 60 mm insulated lines. Corrugated steel pipe culvert sleeves (300 mm and 375 mm) are installed at road crossings where the cover is less than 1.2 m. The system is looped and includes four hydrants, fourteen isolation butterfly-valve chambers, and two blow-off valves located at low points for sediment removal. A raw-water fill point is also available for fire truck filling.

8. Red Lake Wastewater Treatment Plant

The Red Lake Wastewater Treatment Plant, also referred to as the Red Lake Water Pollution Control Plant (WPCP) or the Howey Bay Pollution Control System, is a Class II activated sludge facility with two parallel clarifiers located at Mill Road and Young Street in Red Lake. The plant was originally constructed in 1968 with a single aerated sludge unit and expanded in 1982 with a second pumped activated-sludge system. The treatment

process includes preliminary screening and grit removal, extended aeration, clarification, and chlorination before effluent discharge to Red Lake at Howey Bay.

Wastewater from the collection system enters a combined grit channel before being split between the two treatment trains, with approximately 70% directed to the newer pumped system and 30% to the older unit. Aeration is supplied by three blowers and a silencer located in the blower building. Effluent from both systems flows to two shared chlorination tanks, where the effluent is disinfected. Sludge is periodically removed, dried on sludge beds, and transported to the municipal solid waste disposal site. According to the 2020 Chemical Metering and Storage Building Preliminary Design Report and the 1984 expansion as-built drawings, the Red Lake Wastewater Treatment Plant has a rated capacity of 2,460 m³/day and a peak instantaneous flow capacity of 7,728 m³/day (5,648m³/day of peak daily flow capacity + 2,080 m³/day by-pass).

The Red Lake Wastewater Treatment Plant will be upgraded by the Municipality of Red Lake no later than December 31, 2031 per Amended ECA Number 1014-DTBQFX (issue date April 20, 2026). The proposed works will consist of:

- A liquid alum system located in a new Chemical Metering and Storage building, for total phosphorus removal.
- A sodium carbonate (soda ash) alkalinity adjustment system located in a new Chemical Metering and Storage Building
- Sodium hypochlorite (SH) disinfection system located in a new Chemical Metering and Storage Building
- Sodium bisulphite dechlorination (SBS) system located in a new Chemical Metering and Storage Building

9. Red Lake Wastewater Collection System

The Red Lake sewage collection system consists of a combination of gravity and pressure sewers and is serviced by seven municipal lift stations and one private lift station, which serves the housing complex on Opichee Crescent (referred to by operators as the “Opichee” Lift Station). Lift Stations 2, 4, 5, 6, and the Opichee station pump to Lift Station 1 (LS1), while Lift Station 7 (LS7) pumps to LS3. Both LS1 and LS3 discharge directly to the Red Lake Wastewater Treatment Plant. All lift stations are equipped with Wi-Fi communication for SCADA integration, allowing continuous monitoring of water levels and dial-out alarms for operator notification. Control panels include UPS backup to maintain operation during power interruptions, and LS1, LS2, and LS6 are equipped with standby generators. The gravity portion of the system includes 243 manholes, based on municipal records.

The Opichee lift station is on private property and any inspections and/or repairs of the Lift Station as well as internal infrastructure beyond the housing complex property, are the responsibility of the Housing Complex owned by Ontario Aboriginal Housing Services

A forcemain upgrade is planned for 2027. The project includes the replacement of approximately 775 metres of sewage forcemain on Howey Street and improving

stormwater drainage through approximately 382.6 metres of stormwater infrastructure. The current lift stations, 2, 4, 5, and 6, pump to lift #1, which causes capacity challenges during large rain events. This construction would route station #4 and #5 to bypass station #1, going directly into the water pollution control plant

10. Cochenour Lagoon

The Cochenour and McKenzie Island wastewater is treated at a facultative lagoon system located approximately 800 m west of Cochenour, directly north of the Red Lake Airport. The two-cell lagoon, constructed in 1985, receives influent through a distribution chamber where the forcemain flow is divided into three pipes: one to Cell 1, one to Cell 2, and a third capped pipe reserved for a future Cell 3. Four gate valves within the chamber control total inflow and the flow directed to each cell, including the future expansion line.

The two cells were constructed at different floor elevations to match the sloped natural grade. The perimeter dikes of Cell 2, the intercell dike, and most of the Cell 1 perimeter dikes were built with 4:1 interior slope using clay material. Both cells provide approximately 1.8 m of usable depth with an additional 0.7 m of freeboard. According to existing studies, the lagoon has a storage capacity of 92,333 m³.

Effluent from both cells is conveyed to an effluent chamber located on the intercell berm at the north end of the lagoon. Each cell is connected to the chamber by two 300 mm pipes—one low-level and one high-level—and an additional 300 mm overflow pipe. From the effluent chamber, a 300 mm discharge pipe conveys treated effluent through a short gravity system with four manholes before discharging to a ditch near the Red Lake Airport.

11. Cochenour and McKenzie Island Wastewater Collection System

Cochenour and McKenzie Island are serviced by a combination of low-pressure and gravity sewer systems. McKenzie Island is fully serviced by a low-pressure collection system, with wastewater conveyed to a lift station located near the McKenzie Island ferry dock in Cochenour. Cochenour is primarily serviced by gravity sewers, except for the north end of Cochenour Crescent, which uses a low-pressure system. The gravity network directs wastewater either to the ferry-dock lift station or directly into the forcemain that conveys flows to the Cochenour lagoon. The Red Lake Airport operates an independent gravity collection system, with an on-site lift station that pumps wastewater directly into the same forcemain. Municipal records indicate there are 62 manholes in Cochenour and 10 manholes within the airport system.

The main lift station near the Cochenour ferry dock is equipped with two submersible pumps, two pump access hatches, a removable bar screen with its own access hatch, a ladder access hatch, an emergency pump-out connection, and a 200 mm vent pipe. Emergency power is supplied by a 70-kW generator housed in a 4.7 m × 5.8 m building adjacent to the lift station.

The Cochenour wastewater collection system includes approximately sixteen (16) privately owned grinder pumps connected to the municipal wastewater collection system. The grinder pumps support wastewater collection from individual properties and discharge to

the municipal low-pressure system. Available information regarding the location, make, model, condition, service history, and maintenance requirements of the grinder pumps will be provided to the Successful Proponent.

12. Balmertown Wastewater Treatment Plant

The Balmertown Wastewater Treatment System, identified as the Balmertown Water Pollution Control Plant (WPCP), was constructed in 1981 and operates as an activated sludge facility located at the southeast end of Balmertown on 4th Lane. The treatment process includes preliminary screening and grit removal, extended aeration, and clarification. Influent first enters the grit removal channel for preliminary treatment before flowing through an influent distribution flume into the aeration tank, where it is mixed with return activated sludge and aerated using three 20-HP blowers.

Wastewater then flows to the clarifier, where clarified effluent is separated from surface scum and settled sludge. Clarified effluent is conveyed to a clear effluent chamber, while scum is directed to a scum tank, and settled sludge is pumped to a sludge holding tank. The treatment plant includes sludge dewatering and compaction equipment (sludge bagging system), with dewatered sludge disposed of as solid waste. Two pumps located in the clear effluent chamber supply treated effluent for yard and plant water use. Treated effluent normally flows by gravity to a baffled chlorine contact chamber, which is currently bypassed, with effluent routed to a manhole and discharged to Balmer Creek via a 600 mm gravity pipe. Disinfection is not required due to the effluent discharge pathway.

A 30-kW diesel generator provides emergency power. Based on available information, the Class II Balmertown Wastewater Treatment Plant is designed for a rated capacity of 1,224 m³/day and a peak instantaneous flow of 3,715 m³/day.

13. Balmertown Wastewater Collection System

The Balmertown sewage collection system is primarily a gravity-based network consisting of 108 manholes and two lift stations that convey wastewater to the Balmertown WPCP. One lift station is located on Pine Road, while the second is situated at the wastewater treatment plant to feed the system. Wastewater from the Evolution Mine Site (Balmer Creek Complex) is pumped directly to a manhole near the plant; operators confirmed that this wastewater is residential in nature and does not include process effluent.

The Pine Road lift station is equipped with a duplex pumping system, a 17-kW diesel generator, and a control panel housed within an insulated wood-frame building. The main lift station at the wastewater treatment plant contains three pumps, with two pumps operating and one maintained as a standby unit.

14. Madsen Sewage Treatment System

The Madsen sewage collection system conveys wastewater to a four-compartment concrete holding tank located approximately 120 m north of the Madsen Mine on the east side of the community. The tank is clad in wood and equipped with eight access hatches and eight 100 mm air vents. It includes two primary settling chambers, each with a

separate 200 mm inlet pipe, providing a combined capacity of 98 m³. Wastewater entering the primary chambers undergoes initial settling, where heavier solids accumulate as sludge and lighter materials form a scum layer. This stage promotes early separation and digestion, reducing the solids load transferred downstream.

Two secondary chambers, connected by separate 200 mm transfer pipes and providing a total capacity of 47 m³, receive the partially clarified effluent from the primary chambers. Additional settling and digestion occur in the secondary chambers before the effluent is directed to the wastewater treatment plant at the Madsen Mine, located adjacent to the holding tank, for further treatment prior to discharge. Septic solids are pumped out several times per year.

A Provincial Officer's Order is pending, which will require upgrades to the existing sewage works. These upgrades are anticipated to occur during the proposed 10-year term of the agreement, with the exact timing to be determined following further discussions with the Ministry of the Environment, Conservation and Parks (MECP). All upgrades will be designed and completed in accordance with the requirements of the Environmental Compliance Approval (ECA) issued under section 53(1) of the Ontario Water Resources Act for the Madsen municipal sewage works.

15. Madsen Wastewater Collection System

The Madsen area is serviced by a low-pressure sewer (LPS) system combined with a mainline gravity collection network installed in 1982. The collection system includes approximately 1,500 m of 60 mm HDPE low-pressure piping and 720 m of 200 mm HDPE gravity mains. According to the 1982 as-built drawings by Anderson Associates Ltd., Springbank Drive, Madsen Drive, Birch Lane, Beverage Street, Shephard Street, Park Lane, Poplar Road, and the southwest portion of Main Street are serviced by 60 mm HDPE low-pressure pipes with 50 mm insulated encasement. Heat-trace cables with sensors and thermostat controls were installed within 600 mm of building foundations to provide freeze protection.

Lots along Main Street and Lake Road are serviced by a combination of 60 mm HDPE low-pressure connections and 100 mm HDPE gravity connections. A 200 mm HDPE gravity main runs along Main Street, collecting wastewater from both LPS and gravity services. The 200 mm gravity mains from Main Street and Lake Road converge at their intersection and direct flows to the holding tank located near the Madsen Mine.

The low-pressure system includes 17 valve chambers and 7 clean-out chambers, while the gravity system contains 11 manholes. Similar to the water distribution system, 300 mm, 375 mm, and 450 mm corrugated steel pipe culvert sleeves were installed at road crossings where the cover depth is insufficient.

16. Sludge Drying Beds

The Municipality owns two sludge drying bed sites: the Sully Lake Drying Beds and the Rahill Beach Drying Beds. These sites support municipal wastewater sludge management activities by providing designated areas for the placement, drying, and temporary

management of wastewater sludge prior to final handling or disposal in accordance with applicable approvals and regulatory requirements.

The drying beds are not classified wastewater treatment or collection systems under the classification table above; however, they form part of the Municipality's wastewater infrastructure for the purposes of this RFP. The sites may include drying bed cells or areas, access routes, drainage or runoff management features, fencing, gates, signage, and related site infrastructure, as applicable.

4.4 Material Disclosures

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

- Facility Licenses, Permits and Certificate of Approvals / Environmental Compliance Approvals
- Available facility drawings, specifications and Operation and Maintenance Manuals
- The current Operational Plans, Quality Management System and Standard Operating Procedures
- The Municipality's Emergency Response Plans and contact details
- Access to historical operational data, water and wastewater quality testing logs, MECP inspection reports, SCADA data, and required correspondence with previous Operating Authority as required to ensure smooth transition
- Access to historical Capital upgrades and current Capital plans
- Municipality's Procurement Policies and By-Laws

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

Work must comply with all OSHA regulations and Municipal safety protocols.

4.5 Mandatory Submission Requirements

Proponents must include the following information in their proposal submission. Failure to include any of these items may result in disqualification:

Item	Location	Instruction(s)
Submission Form	Appendix B	Must be completed and signed.
Statement of Understanding	Appendix C	Must be completed and signed.
Acknowledgement of Addenda	Appendix D	Submit even if no addenda are issued.
Conflict of Interest Form	Appendix E	Required only if applicable.
Subcontractor Disclosure Form	Appendix F	Required only if applicable.
Organization Experience	Section 4.5.1.1	See detailed requirements below
Methodology	Section 4.5.1.2	See detailed requirements below
Qualifications	Section 4.5.2	See detailed requirements below
Capacity and Resources	Section 4.5.4	See detailed requirements below
Work Schedule and Mobilization Plan	Section 4.5.3	See detailed requirements below
Fee Proposal/Pricing Submission	Section 4.6	See detailed requirements below
Draft Agreement	Section 4.5.7	See detailed requirements below
Financial Reporting Template	Section 4.5.6	See detailed requirements below

Capital Reporting Template	Section 4.5.6	See detailed requirements below
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4.5.1 Organization Experience and Methodology

4.5.1.1 Organization Experience

Proponents demonstrate their relevant experience by providing:

- a brief overview of their organization and years in operation
- a description of at least 3 water and wastewater systems of similar size and scope, operated, managed and maintained within the last ten (10) years, including the role of the Proponents, the methodology, and scale and scope of duties performed by the Proponent, dates of service and name, title, telephone number and email address of system owner or client representative who may be contacted by the Municipality for reference purposes.
- names, roles and qualifications of key personnel who will be assigned to the scope of this RFP
- identification of proposed ORO for all facilities
- a clear explanation of how the team's experience aligns with the scope of this RFP
- a clear description of the staffing approach to ensure the continuity of operation with minimal disruptions
- emergency response support and back-up personnel

Where applicable, information should be separated into the proponent and subcontractors.

4.5.1.2 Methodology

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

Proposals must address:

- the Proponent's understanding of the scope of services and responsibilities of the role as Operating Authority
- the Proponent's understanding of the water and wastewater treatment processes and water distribution and wastewater collection systems.
- the Proponent's understanding of national, provincial and municipal water and wastewater regulatory requirements and operations, including industry best practices
- the Proponent's approach to fulfill regulatory and administrative reporting requirements, i.e. quarterly and annual progress reports prepared for the Municipality and Regulatory Agencies
- the Proponent's understanding of the water and wastewater facility licensing and permitting process
- the Proponent's approach to ensure compliance with Drinking Water Quality Management Standards (DWQMS)
- the Proponent's management approach to ensure the proper coordination and reporting

- the Proponent's proposed financial reporting approach, including alignment with the Municipality's required reporting structure and cost classification requirements
- the Proponent's process for identifying, communicating, and obtaining approval for operating costs that exceed the approved budget, including thresholds, escalation procedures, and timing of approvals
- the Proponent's asset management and maintenance plan to prepare a detailed list of preventative maintenance tasks for specific assets
- the Proponent's approach to supporting the Municipality's capital planning, including condition assessments, asset prioritization, lifecycle analysis, and development of capital planning recommendations aligned with the Municipality's asset management framework
- methods utilized to optimize the water and wastewater treatment operations to reduce the operational costs, while maintaining regulatory compliance
- emergency preparedness and response procedures
- the Proponent's communication strategy to face emergencies and integrate with the Municipality's Emergency Plan.
- the Proponent's proposed customer service and complaint resolution protocols, including response timeframe and escalation procedures

4.5.2 Project Team Experience and Qualifications

All personnel involved in the operational duties must have:

- experience in municipal water/wastewater facility operation
- familiarity with Ontario water and wastewater regulations
- Operator Certification to comply with regulatory requirements
- identification of ORO for all facilities
- Proponents must provide proof of relevant certifications, licenses, or professional qualifications necessary for completing the work required under the contract.

4.5.3 Work Schedule and Mobilization Plan

The proponent is expected to perform duties as the Operating Authority of Municipal water and wastewater facilities in a manner which:

- provides five days per week, 8 hours per day operator coverage
- provides 24-hour, 7 days/week on-call coverage by operational staff, third-party remote alarm monitoring and SCADA as applicable to each facility.

4.5.4 Capacity and Resources

The proponent must demonstrate capacity and resources to complete the work by providing:

- details on available personnel, their role and experience, including:
 - education background
 - professional recognition/designation
 - years of experience in water and wastewater operations

- years of experience with the Proponent
- an organizational chart listing the personnel assigned
- number of personnel required to fulfil the requirements of the agreement including available backup resources
- approach to managing employee vacations, leaves, absences, and staff turnover to ensure uninterrupted compliant and continuous service delivery
- information about available machinery, vehicles and equipment for fulfilling the contract, including:
 - description of the machinery and equipment proposed to be used in the delivery of services
 - proposed allocation of equipment related costs under the agreement
 - availability of backup equipment and resources
 - approach to managing equipment breakdowns, repairs, maintenance and replacement to ensure uninterrupted, compliant and continuous service delivery
 - equipment, machinery and vehicles considered critical to meeting regulatory, operational, emergency response, and service level requirements

The Proponent shall be solely responsible for providing, procuring, maintaining, repairing, replacing and operating all machinery, vehicles and equipment to perform the services under the agreement, unless otherwise expressly identified as being provided by the Municipality.

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.

4.5.5 Health and Safety Compliance

Work must comply with all OHSA regulations and Municipal safety protocols. The successful proponent is expected to have a robust Health and Safety program that includes ongoing training and well developed Standard Operating procedures.

4.5.6 Financial Reporting

Proponents must provide an outline of their proposed operating financial report template. The financial report template, at a minimum, must include the following headings and cost categories:

Headings

- Red Lake
 - Water
 - Treatment
 - Distribution
 - Wastewater
 - Treatment
 - Collection
- Balmertown, Cochenour and McKenzie Island
 - Water

- Treatment
 - Distribution
- Wastewater
 - Treatment
 - Collection
- Madsen
 - Water
 - Treatment
 - Distribution
 - Wastewater
 - Treatment
 - Collection
- General Operations and Administration

Cost Categories

- Employee costs broken down by:
 - Employee costs shall be classified as either direct or indirect, as follows:
 - Direct salaries, wages and benefits shall include only costs associated with personnel directly performing operational and maintenance activities for the water and wastewater systems, including certified operators, maintenance staff, and other field personnel whose time is directly attributable to the operation of the facilities and systems.
 - Indirect salaries, wages and benefits shall include all supervisory, administrative, corporate, and support staff costs, including but not limited to management, finance, human resources, health and safety, engineering support, and other overhead functions, whether charged directly or allocated.
 - Overtime costs
 - Training costs
- Chemicals
- Regulatory Compliance and Reporting
- Lab Fees
- Facility and Building Infrastructure broken down by:
 - Contracted Repairs and Maintenance
 - Materials and Supplies
 - Utilities
 - Electricity
 - Telephone/Internet
 - Heating Fuel
- Process Equipment and Technology
 - Contracted Repairs and Maintenance
 - Materials and Supplies
- Linear Infrastructure
 - Contracted Repairs and Maintenance
 - Materials and Supplies
- Fleet
 - Contracted Repairs and Maintenance

- Materials and Supplies
- Fuel
- Professional Fees
- Dues, Fees, and Licenses
- Insurance
- Management Fee

Where costs relate to multiple assets, services or facilities, proponents must provide their allocation method and confirm the allocation method shall remain consistent throughout the term of the agreement unless otherwise approved by the Municipality. The Municipality reserves the right to review and require adjustments to the allocation methodology where it is deemed unreasonable or inconsistent with the requirements of the Agreement. Proponents must also provide an outline of their proposed capital financial report template.

At a minimum, the capital report must include:

- The same headings as outlined above; and
- For each capital or lifecycle item:
 - Budgeted cost
 - Actual cost
 - Status (e.g., planned, in procurement, in progress, completed)
 - Description of the work and associated asset

4.5.7 Draft Agreement

Proponents shall submit, as part of their Proposal, a copy of their proposed form of agreement or draft contract for the provision of the Deliverables.

The submitted draft agreement will be reviewed by the Municipality for informational and evaluation purposes only and shall not be deemed accepted or incorporated into the final Agreement unless expressly agreed to by the Municipality.

The Municipality reserves the right, in its sole discretion, to negotiate the terms and conditions of the Agreement with the successful Proponent. In the event of a conflict between the Proponent's proposed agreement and the Municipality's requirements, the Municipality's requirements shall prevail unless otherwise agreed in writing.

The Municipality is not obligated to accept any terms or conditions proposed by the Proponent and may require the successful Proponent to enter into an agreement in a form satisfactory to the Municipality.

4.6 Pricing

Proponents must submit a complete and detailed Fee Proposal outlining all costs associated with the Deliverables, including an estimated annual operating budget and the proposed management fee. Pricing must:

- Be provided in Canadian dollars;
- Clearly identify all estimated operating costs, management fees, mark-ups, allocation methods, assumptions, exclusions, and any other charges proposed under the cost-plus arrangement.
- Align with the proposed approach and scope of work; and

- Follow the pricing format or structure as outlined in this RFP

The successful Proponent will be remunerated based on eligible actual costs incurred in accordance with the Municipality-approved annual operating budget, plus the approved management fee, any approved costs incurred in operating the facilities in excess of the approved annual operating budget, and any amounts expended for authorized capital improvements.

Costs incurred in excess of the approved annual operating budget shall be authorized in advance by the Municipality, except in the case of emergency work required to maintain regulatory compliance or protect health and safety. Emergency expenditures shall be approved as soon as practically possible.

The management fee shall not be applied to any capital improvements to the facilities. The classification of costs as operating or capital shall be determined in accordance with the Municipality's accounting policies and asset management framework. Where there is uncertainty in classification, the Municipality's determination shall prevail.

For each contract year, the successful Proponent shall prepare and submit an annual operating budget and, where applicable, a capital works budget for the Municipality's review and approval by August 1. No annual budget shall be effective unless approved by the Municipality.

Pricing is scored using a relative formula where the lowest total price receives full points. All other proposals will receive a score proportionate to their price relative to the lowest price, as follows:

$$\text{Score} = (\text{Lowest Price} / \text{Proponent's Price}) \times \text{Available Points}$$

For evaluation purposes, the "Proponent's Price" will be the total evaluated price submitted by the Proponent, calculated as the estimated annual operating budget plus the proposed management fee and any other recurring annual charges identified in the Fee Proposal.

4.7 Pre-Conditions of Award

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

4.7.1 Council Approval

Award of the Agreement is subject to Council approval. The Municipality shall not be obligated to award the Agreement, execute the Agreement or proceed with the Deliverables unless and until all required approvals have been obtained.

4.7.2 Proof of Insurance

The successful Proponent shall provide certificates of insurance evidencing the required coverage prior to commencement of the Services and upon renewal thereafter. The Municipality reserves the right to request proof of insurance at any time during the term of the contract.

Commercial General Liability Insurance: The successful Proponent shall maintain Commercial General Liability Insurance in the amount of \$5,000,000 per occurrence, an aggregate limit of not less than \$10,000,000 within any policy year with respect to completed operations and a deductible of not more than \$50,000. This policy shall

include an extension for standard provincial and territorial form of non-owned automobile liability insurance. This policy shall include, but is not limited to:

- Cross-liability and severability of interest
- Blanket contractual liability
- Products and completed operations liability
- Premises and operations liability
- Personal injury liability
- Contingent employers' liability
- Tenant's legal liability
- Work performed on behalf of the Named Insured by subcontractor
- Bodily injury
- Property damage

The successful Proponent shall include The Corporation of the Municipality of Red Lake as an "additional insured" with respect to the operations of the Proponent and provide a waiver of subrogation in their favour. The policy shall include 30 days' written notice to the Municipality of cancellation, non-renewal or material change in coverage.

Boiler and Machinery Insurance: Boiler and Machinery Insurance insuring against loss or damage arising from an accident with Pressure Objects, Production Machines, and Machinery and Service Supply in use or connected ready for use. Coverage shall include fired and unfired pressure vessels (Excess of 15PSI) piping, production machinery and service supply.

Environmental/Pollution Liability Insurance: The successful Proponent shall maintain Contractors' Pollution Liability Insurance (or Environmental Impairment Liability Insurance) in the amount of \$5,000,000 per occurrence and \$10,000,000 in the aggregate providing coverage for claims arising out of pollution conditions, including bodily injury, property damage, environmental damage, and cleanup and remediation costs associated with the Proponent's operations. Coverage shall include both sudden and gradual pollution conditions and shall extend to the transportation, handling, storage, and disposal of contaminants or waste materials. Coverage shall extend to the acts and omissions of subcontractors. Where the policy is written on a claims-made basis, coverage shall be maintained for a minimum of three (3) years after completion or termination of the contract. 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: The successful proponent shall maintain standard form automobile liability insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2,000,000 per occurrence for third-party liability in respect of the use or operation of vehicles owned, operated or leased by the Proponent.

Professional Liability Insurance: The successful Proponent shall maintain Professional Liability Insurance in the amount of \$5,000,000 per claim and \$10,000,000 in the aggregate providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy shall have a deductible of not more than \$25,000. This policy shall be maintained for a minimum of three (3)

years following completion or termination of the agreement and, where applicable, shall have no exclusion for pollution, mold or asbestos coverage. A certificate of insurance evidencing renewal is to be provided annually. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to the Municipality. The Municipality reserves the right to request that an Extended Reporting Endorsement be purchased by the Proponent at the Proponent's sole expense.

Data Liability Insurance: The successful proponent shall maintain data liability/Network Security coverage, in an amount not less than \$1,000,000 per occurrence.

Coverage is to respond to but not be limited to the following occurrences:

Privacy violations as a result of but not limited to unauthorized access to or dissemination of private information; failure to properly handle, manage, store, destroy or control personal information and include the failure to comply with privacy laws and their respective regulations regarding the collection, access, transmission, use and accuracy. Coverage shall extend to include the costs associated with notification of affected parties, regardless if required by statute as well as any fines or penalties or costs imposed as a result of the breach including defense of any regulatory action involving a breach of privacy.

Network Security to protect against incidents arising from system security failures such as, but not limited to, unauthorized access, theft or destruction of data, electronic security breaches, denial of service, spread of virus within the Proponent's computer network or other third-party computer information systems and will further include expenses related to Third-party computer forensics.

Data Breach Expenses including crisis management and credit monitoring expenses related to electronic and non-electronic breaches.

The policy shall be maintained continuously during the term of this Agreement and for an additional two (2) years after the termination or expiration of the Agreement. If coverage is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to the Municipality. The Municipality has the right to request an Extended Reporting Endorsement be purchased by the Proponent at the Proponent's sole expense. The term of the Extended Reporting Endorsement will be decided by the Municipality and Proponent.

General Insurance Requirements: All required insurance policies shall be maintained in full force and effect for the duration of the Agreement, shall be issued by insurers licensed to conduct business in the Province of Ontario and acceptable to the Municipality, and shall be primary to and not require contribution from any insurance maintained by the Municipality. The Municipality reserves the right to request certified copies of any policy, endorsements, or proof of insurance at any time during the term of the Agreement.

4.7.3 WSIB Clearance Certificate

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.

4.7.4 Subcontractor Approval (if applicable)

The Proponent shall provide, as part of its Proposal, a list of all proposed subcontractors known at the time of submission. The Municipality must review and approve all proposed subcontractors prior to execution of the Agreement. Any subcontractor identified after submission, or any change to an approved subcontractor, requires the Municipality's prior written approval before that subcontractor performs any work.

The Municipality reserves the right, in its sole discretion, to reject any proposed subcontractor deemed unsuitable.

During the term of the Agreement, the Successful Proponent shall not engage any additional subcontractors to perform any part of the work without the prior written approval of the Municipality.

The Successful Proponent shall ensure that all approved subcontractors engaged during the term of the Agreement:

Carry and maintain insurance coverage in types and amounts acceptable to the Municipality;

- Provide proof of such insurance to the Municipality prior to commencing any work; and
- Name the Municipality as an additional insured on all applicable liability policies.

The Successful Proponent shall be responsible for ensuring that all subcontractors comply with the insurance requirements of the Agreement and shall remain fully responsible for the acts, omissions, and performance of all subcontractors.

4.8 Weighted Criteria

Proposals will be evaluated using the criteria set out below. The Municipality reserves the right to consider the information contained in the Proposal, the results of reference checks, interviews (if conducted), presentations, demonstrations, clarifications, and any other information obtained through the procurement process when evaluating the Proposals. The Municipality may, in its sole discretion, assign scores based on the degree to which each Proposal satisfies the evaluation criteria.

Criteria Category	Description	Weight
Experience of Proponent and Subcontractors	The Municipality will evaluate the demonstrated experience of the Proponent and any proposed subcontractors in successfully delivering municipal water and wastewater operations and maintenance services of comparable size, complexity, and regulatory environment. Consideration will be given to the relevance of projects completed within the past ten (10) years, demonstrated performance, client references, regulatory compliance, contract duration, and the Proponent's ability to successfully deliver long-term operational services.	20%
Project Understanding and Methodology	The Municipality will evaluate the Proponent's understanding of the scope of services and the quality, completeness, practicality, and risk-awareness of the	20%

	proposed approach. Consideration will be given to the proposed methodology for operational service delivery, maintenance programs, regulatory compliance, DWQMS support, emergency response, customer service and complaint response, financial management and reporting, cost control, asset management support, capital planning support, transition and implementation planning, and continuous improvement initiatives that are integrated into the proposed methodology and directly support the required scope of services. Value-added offerings will not be separately evaluated or scored, but may be considered where they directly support the evaluated methodology, scope of services, cost control, operational efficiency, regulatory compliance, or service delivery approach	
Experience of Personnel Assigned to Provide Services	The Municipality will evaluate the qualifications, certifications, experience, and demonstrated expertise of the key personnel proposed to perform the Services. Consideration will be given to each individual's relevant municipal water and wastewater operations experience, regulatory knowledge, technical expertise, leadership experience, and the suitability of the proposed team to meet the Municipality's operational requirements	20%
Capacity and Resources	The Municipality will evaluate the Proponent's organizational capacity and resources to provide reliable, uninterrupted Services throughout the term of the Agreement. Consideration will be given to the organizational structure, availability of qualified personnel, staffing levels, depth of technical and management resources, recruitment and retention strategies, succession planning, emergency response capability, and the Proponent's ability to maintain service levels over the duration of the Contract.	25%
Fees	The Fees criterion will be scored using the pricing formula set out in Section 4.6. For evaluation purposes, the Proponent's Price will be the total evaluated price submitted by the Proponent, calculated as the estimated annual operating budget plus the proposed management fee and any other recurring annual charges identified in the Fee Proposal. The Municipality may review the Fee Proposal for completeness, transparency, reasonableness, and consistency with the proposed methodology and scope of services. A Proposal may be rejected or clarified if pricing is materially incomplete, unbalanced, unsupported, or inconsistent with the requirements of this RFP.	15%
Total		100%

Note: The proposed annual operating budget is submitted solely for the purpose of evaluating Proposals and will not constitute the approved operating budget under the Agreement. Annual operating budgets will be established in accordance with the terms of the Agreement.

[End of Part 4]

APPENDIX A – REGISTRATION PAGE

PRE-SUBMISSION ONLY – DO NOT INCLUDE WITH PROPOSAL



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 addenda form part of this RFP. Proponents are responsible for reviewing all addenda and incorporating any amendments, clarifications, or changes into their Proposal. Proponents must acknowledge all addenda in Appendix D – Acknowledgement of Addenda.

Please return the completed form **by email to** procurement@redlake.ca.

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

APPENDIX B – SUBMISSION FORM



Request for Proposal Title:

Closing Date and Time:

Please fill out the following form, naming one (1) person to be the proponent'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 Proponent 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 for a period of ninety (90) calendar days from the Submission Deadline. During this period, the Proponent may not withdraw the Proposal or materially alter its pricing or terms except with the Municipality's prior written consent. The Proponent acknowledges that this validity period applies to the Proponent's offer and its availability for evaluation and potential negotiations, if selected, and does not bind the Municipality to accept the Proposal or enter into an Agreement. No legal obligations will arise unless and until a written Agreement is executed by the Municipality and the successful Proponent.

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 3.16 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 Proponent	
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 Sections 3.11 and 3.12 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 Sections 3.11 and 3.12 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. Appendix C must be completed by all Proponents.

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)	

APPENDIX F - SUBCONTRACTOR DISCLOSURE FORM



Project Name	
Project Number (if applicable)	
Name of Proponent	
Contact Name	
Email Address	
Date	

FIRM NAME	DOLLAR AMOUNT
CATEGORY OF WORK	

FIRM NAME	DOLLAR AMOUNT
CATEGORY OF WORK	

FIRM NAME	DOLLAR AMOUNT
CATEGORY OF WORK	

FIRM NAME	DOLLAR AMOUNT
CATEGORY OF WORK	

APPENDIX G – SUBMISSION CHECKLIST

- ☐ Proposal Submission in requested format including:
 - Organization experience
 - Methodology
 - Project team qualifications
 - Mobilization plan
 - Capacity/resources
 - Financial reporting template
 - Capital reporting template
 - Fee proposal
 - Draft agreement
- ☐ Submission Form (Appendix B)
- ☐ Statement of Understanding and Declaration Form (Appendix C)
- ☐ Acknowledgement of Addenda Form (Appendix D)
- ☐ Conflict of Interest Form (Appendix E) – if applicable
- ☐ Subcontractor Disclosure Form (Appendix F) – if applicable