



REQUEST FOR PROPOSAL (RFP) For Water Rate Study

For the Village of Merrickville-Wolford

RFP Deadline: May 31, 2024 at 4:00 p.m.

Proposals to be addressed to:

Kirsten Rahm, Manager of Finance/Treasurer
PO Box 340, Merrickville, ON, K0G 1N0

Alternatively, Proposals may be e-mailed to:

Kirsten Rahm, Manager of Finance/Treasurer
finance@merrickville-wolford.ca

ALL RFQ's SUBJECT TO BUDGET APPROVAL

Proposals are hereby requested for the provision of a water rate study.

Proposals are not formally opened in public; the lowest or any proposal may not necessarily be accepted.

All work is subject to Council budget approval.

Proposals can be submitted by mail or hand delivery, in a sealed envelope, clearly marked with its contents, or e-mailed to the undersigned by the following deadline:

Closing Date: May 31, 2024 at 4:00 p.m.

Kirsten Rahm

Manager of Finance/Treasurer

Village of Merrickville-Wolford

317 Brock Street West, Box 340

Merrickville, ON K0G 1N0

finance@merrickville-wolford.ca

INTRODUCTION

The Corporation of the Village of Merrickville-Wolford
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The Village of Merrickville-Wolford (Village) is a small town/rural Village in Eastern Ontario, with a population of approximately 3067 (2016 Census).

The Village is responsible for the provision of a wide range of services including fire protection, by-law enforcement, emergency management, parks, recreation, local roads and bridges, snow removal, drainage, land-use planning, economic development, library, water and wastewater services to the urban serviced area, and general municipal governance and administration. The water and wastewater systems are currently managed by the Ontario Clean Water Agency (OCWA).

The Village is seeking the services of a consulting firm to complete a Water Rate Study

BACKGROUND

The water and wastewater systems in the Village of Merrickville-Wolford are operated on behalf of the Village by the Ontario Clean Water Agency (OCWA), wherein OCWA operates and maintains the water treatment and distribution systems and the wastewater treatment and collection systems.

OCWA maintains and operates 8.2 kilometres of water distribution mains within the urban boundaries of the Village. Within the network, there are approximately 460 service connections supplying water to residents and various commercial and industrial locations. Water is supplied to the urban core through a network of three wells, a main pump house, and two Clearwell wells. The distribution system is maintained by the high volume pumps at the main pump house.

OCWA operates and maintains the sanitary sewer collection system comprised of 7.6 kilometres of main pipe, 99 manholes, 0.6 kilometers of force main and 1 pumping lift station. The Merrickville wastewater system utilizes an ISAM/SBR treatment system and operates off a SCADA system.

The water and wastewater systems are operated and maintained by OCWA and are 100% funded through user fees (i.e. water and wastewater rates) and do not rely on municipal taxes. All billing services are provided by the Village. All water and wastewater meter reading and water meter maintenance, repairs, stores, inventory, procurement, training, etc. are performed by OCWA.

The Village of Merrickville has various water service types, which include:

- Independent Residential Units
- Multiple Residential Units
- Industrial/Commercial/Institutional Units
- Mix of Residential and Commercial Units

The Village has many dwellings and businesses with mixed uses/water service types, such as businesses with residential apartments on the premises. Many of the buildings in Merrickville are old and have only one meter connection for multiple units.

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SCOPE OF WORK

The Consultant shall undertake a water rate study to assist in determining options for an alternate billing method that would more clearly reflect the usage by individual households, businesses, multi residential buildings and mixed commercial/residential buildings, using a graduated scale to identify a lower usage base rate. The recommended rate structure shall result in no decrease to the stability of current revenue streams. The consultant shall review present water and wastewater usage billing practices and make recommendations for possible changes or improvements. The study will also identify how increased growth/additional hookups would impact the rates going forward. The consultant will determine the capital and operating budget requirements over a 10-year period and recommend a funding strategy to sustain the Village's water and wastewater infrastructure, including reserve fund contributions.

EVALUATION CRITERIA

It must be understood and accepted by any Consultant submitting a proposal that all decisions as to the degree to which a proposal meets the requirements of this RFP are solely within the judgement of the proposal evaluation team.

Evaluation Criteria

In order to be considered for evaluation, proposals shall contain and may be evaluated on the following:

Evaluation Criteria	Available Points
Project Understanding	25
Experience and References	25
Project Manager and Project Team	25
Cost Proposal	25
Total	100

QUALIFICATIONS AND EXPERIENCE OF COMPANY

Provide a brief company profile and recent relevant experience. Provide three (3) similar projects completed by your firm for service delivery reviews, including, as a minimum, three (3) projects completed in the last five (5) years. Provide client references for each project.

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FEES

The Consultant is to provide a total upset limit price exclusive of HST, to complete this assignment in accordance with the services detailed herein in the Consultant's proposal.

The breakdown of fees shall be presented in a table format identifying the proposed work plan, as well as disbursements for each task, if applicable.

Costs for materials for display and distribution for Council meetings are to be included as a disbursement. Costs of newspaper advertisements and rooms for Council meetings will be the responsibility of the Village.

All reasonable and proper expenses incurred by the Consultant shall be reimbursed without any allowance thereon for overhead and/or profit. The following costs shall not be reimbursed:

- Communication expenses including facsimile, local phone and cellular charges;
- Standard PC or computer aided design and drafting equipment; and
- Travel and living expenses unless identified in the proposal or approved in advance.

The Consultant shall provide the per diem cost for any additional public meetings as a separate line item, should they be required.

INSURANCE

The successful Consultant shall indemnify, defend and save harmless the Village of Merrickville-Wolford from and against any liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employee of the Consultant caused by or arising out of performance act, or omission of any terms of the final contracts.

This indemnification shall survive the termination or expiry of the contract.

The successful Consultant shall provide and maintain during the term of the contract, Commercial General Liability insurance which shall include coverage of Professional Liability/Errors and Omissions Insurance in a form acceptable to the Village and subject to limits of not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

The Commercial General Liability insurance policies shall be in the name of the successful Consultant and shall name the Village of Merrickville-Wolford as an additional insured.

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CONFIDENTIALITY/NON-DISCLOSURE OF INFORMATION

It is understood and agreed that all information provided to the Consultant by the Village as part of both the Request for Proposal process and the actual performance of the Contract is personal and confidential information which is protected by the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56. The successful Consultant agrees that during and after the effective period of the Contract, all information provided to the successful Consultant by the Village shall be treated as privileged and confidential and shall not be used by the successful Consultant for any other purpose nor divulged to any third party or any reason whatsoever without the written permission of the Village.

SPECIAL TERMS AND CONDITIONS

Submission of a proposal constitutes acknowledgement the Consultant has read and agrees to be bound by all the terms and conditions of the Request for Proposal.

The Village will not make any payments for the preparation of the response to the Request for Proposal. All costs incurred by a Consultant will be borne by the Consultant.

This is not an offer. The Village does not bind itself to accept the lowest price proposal or any proposal submitted.

The Village has the right to cancel the Request for Proposal at any time and to reissue it for any reason whatsoever, without incurring any liability, and no Consultant will have any claim against the Village as a result of the cancellation or re-issuing of the Request for Proposal.

The Consultant acknowledges that the Village shall have the right to reject any, or all, proposals for any reason, or to accept any proposal which the Village in its *sole unfettered discretion* deems most advantageous to itself. The lowest, or any, proposal will not necessarily be accepted and the Village shall have the *unfettered* right to:

- (i) Accept a non-compliant proposal;
- (ii) Accept a proposal which is not the lowest-cost proposal; and
- (iii) Reject a proposal that is the lowest-cost proposal even if it is the only proposal received.

The Village reserves the right to consider, during the evaluation of proposals:

- (i) information provided in the proposal document itself;
- (ii) information provided in response to enquiries of industry references set out in the proposal;

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- (iii) information received in response to enquiries made by the Village of third parties apart from those disclosed in the proposal in relation to the reputation, reliability, experience and capabilities of the Consultant;
- (iv) the manner in which the Consultant provides services to others;
- (v) the experience and qualification of the Consultant's senior management, and project management;
- (vi) the compliance of the Consultant with the Village's requirements and specifications; and
- (vii) innovative approaches proposed by the Consultant in the proposal.

The Consultant acknowledges that the Village may rely upon the criteria which the Village deems relevant, even though such criteria may not have been disclosed to the Consultant. By submitting a proposal, the Consultant acknowledges the Village's rights under this Section and absolutely waives any right, or cause of action against the Village, by reason of the Village's failure to accept the proposal submitted by the Consultant, whether such right or cause of action arises in contract, negligence, or otherwise.

If a contract is to be awarded as a result of the Request for Proposal, it will be awarded to the Consultant whose proposal, in the Village's opinion, provided the best potential value to the Village and is capable in all respects to fully perform the contract requirements and the integrity to assure performance of the contract obligations based on the objective assessment outlined above.

If the Village decides to award a contract based on a submission received in response to this Request for Proposal, the successful Consultant will be notified of the intent to award in writing by e-mail, and the subsequent execution of a written agreement shall constitute the making of a contract. Consultants will not acquire any legal or equitable rights or privileges whatsoever until the contract is signed by both parties.

In the event of any inconsistency between the RFP and the contract, the contract shall govern.

The Village reserves the exclusive right to determine the qualitative aspects of all proposals relative to the evaluation criteria. Unsuccessful Consultants will be notified by e-mail after the selection process has been completed.

Consultants may not amend or withdraw their proposals after the closing date and time.

Proposals will be evaluated as soon as practicable after the closing time. Timelines to be discussed with the successful bidder after the tender is awarded.

The proposals and accompanying documentation submitted by the Consultant are the property of the Village and will not be returned.

INQUIRIES REGARDING RFP

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All inquiries relative to this RFP shall be directed to Kirsten Rahm, Manager of Finance/Treasurer via email finance@merrickville-wolford.ca
No information provided orally by the Village shall be binding, nor shall it alter the requirements in any way.