



**Request for Proposal (RFP)
RFP-10-2026**

Environmental Department

Assessment of Wet Weather Flows Compared to Dry Weather Flows

Issue Date: Tuesday September 1, 2026

Questions Deadline: Friday, September 18th, 2026, at 3:00 pm

Closing Date: Friday, September 25th, 2026 at 12:00pm

Proposals must be signed, sealed, and clearly marked "**RFP-10-2026 Assessment of Wet Weather Flows Compared to Dry Weather Flows**" will be received until the closing date.

The Municipality of Highlands East reserves the right to accept or reject all or part of any Bid and also reserves the right to accept other than the lowest Bid and to cancel this request for Bids at any time.

All purchases made by the Corporation of the Highlands East are done in accordance with our Procurement Policy as approved by By-law # 2020-68, which covers the acquisition of all goods and services.

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Proposal Advertisement

Contract No. RFP-10-2026

Assessment of Wet Weather Flows Compared to Dry Weather Flows

Part 1: Purpose of Procurement

The Municipality of Highlands East (the “Municipality”) is seeking proposals from qualified Consultants to conduct a comprehensive Dry vs. Wet weather flow assessment of its wastewater collection system. This assessment aims to differentiate dry weather flows from wet weather contributions, evaluate the impacts of wet weather events on the system’s performance, and provide actionable recommendations to improve system efficiency and mitigate issues.

Consultants should have multidisciplinary consulting experience to provide accurate and sufficient services for the assessment of the Highlands East wastewater collection system.

1.1 Background

Situated on the Eastern side of Haliburton County, Highlands East covers 758 square kilometres with over 70 lakes and is the amalgamation of the Townships of Bicroft, Cardiff, Glamorgan, and Monmouth as of 2001.

The municipality is characterized by several small hamlets including Cardiff, Highland Grove, Wilberforce, Tory Hill, and Gooderham which are our settlement areas. The municipality also has a significant amount of both waterfront and rural areas predominately understood to be “cottage country.”

Highlands East has a permanent population of approximately 3,830 and a seasonal population of roughly 13,000.

Highlands East employs 32 FT staff, 10 PT staff and 16 Seasonal/Student Staff. The 2026 annual budget is \$15,031,323 Million.

The wastewater collection system within the scope of this RFP is part of the Cardiff Sewage Works, located within Cardiff Ontario servicing 230 homes, and approximately 500 residents relying on lagoons as the form of treatment.

1.2 Scope of Work

The Consultant shall develop a detailed assessment of ‘Wet weather flows compared to Dry weather flows’ based on the specifications presented in the RFP. The Municipality should receive the assessment by Monday, March 1st, 2027, at 3:30pm.

-Data Collection and Review

- Examine existing flow data, system maps, and historical reports.
- Identify potential inflow and infiltration (I&I) hotspots.

-Flow Monitoring

- Implement a flow monitoring program during dry and wet weather conditions.
- Install temporary flow meters and rain gauges, if necessary, at strategic locations.

-Data Analysis

- Analyze collected flow data to quantify dry weather flows and wet weather contributions.
- Develop hydrographs and I&I estimates for defined catchment areas.

-System Assessment

- Evaluate the system's capacity and performance under varying weather conditions.
- Identify areas prone to overflows, surcharging, or operational challenges.

-Recommendations and Reporting

- Provide recommendations for mitigating wet weather impacts and reducing I&I.
- Deliver a comprehensive report detailing findings, methodology, and suggested corrective actions.
- Upon completion, the consultant shall present the comprehensive report and associated findings to Council for their acceptance and information, and to obtain direction on any recommended next steps.

Additional Studies and Assessment Requirements The selected consultant must address the following conditions as part of the assessment:

1.3 Additional studies

1.3.1 Assessment of Wet Weather Flows Compared to Dry Weather Flows This condition applies where: a) The Authorized System has no Combined Sewers or Partially Separated Sewers; and b) There has been one or more of the following events within the ten (10) year period from January 1, 2012, to December 31, 2021: Sewage treatment plant Overflow, Sewage treatment plant bypass, or Collection System Overflow.

The following requirements do not apply if:

- The Collection System Overflow resulted from emergency overflows at pumping stations caused by power outages or equipment failures; and
- There has been no Sewage treatment plant Overflow or Sewage treatment plant Bypass.

1.3.2 Assessment Requirements: The Owner shall assess 'Wet weather flows compared to Dry weather flows', adhering to the following:

- Evaluate data from the ten (10) year period mentioned above.
- Complete and submit the assessment to the Director by Thursday, April 1st, 2027.

If Wet weather flows during the specified period resulted in Sewage treatment plant bypasses, Sewage treatment plant overflows, or collection system overflows in an average year, the study must include:

- Actions and timelines for meeting Procedure F-5-1 objectives.
- Review of Overflow or Bypass causes, including inflow and infiltration, sewer use, and rainfall event characteristics.
- Sewer and bypass structure inspections.
- Identification of near-term and long-term corrective actions with timelines.

1.3.3 Development

- Develop an Assessment of 'Wet weather flows compared to Dry Weather Flows.
- Prepare and revise the draft in response to feedback received from MECP and staff.
- Prepare and provide a final assessment based on prior feedback.

1.4 Deliverables

- Accurate identification of key inflow and infiltration (I&I) hotspots across the system.
- Establishment of baseline dry weather flow data for all monitored catchments.
- Quantification of wet weather flow contributions and peak flow rates.
- Clear visualization of flow variations via hydrographs, aiding in pinpointing problem periods.
- Assessment of system capacity during storm events and recognition of critical limitations.
- Detection of areas vulnerable to overflows, surcharging, or other operational failures.
- Data-driven prioritization of infrastructure upgrades and maintenance efforts.
- Recommended corrective actions including lining, sealing, or redirecting stormwater inputs.
- Consolidated report providing technical methodology, analytical findings, and next steps.
- Improved long-term planning and investment decisions for system resilience and compliance.

Part 2: Definitions

Agreement: means the legal document submitted by the Proponent in their Bid that binds the Proponent and Owner, subject to the provisions of the Contract.

Consultant: means the Proponent that is successful in this RFP and that enters the Contract with the Owner.

Award: is the notification to a Successful Proponent of acceptance of a Bid which brings a Contract into existence.

Bid: means an offer or submission from a Proponent in the form of a Quotation, Proposal, or Proposal, submitted in response to a solicitation from the Owner.

Conflict of Interest: Is defined as the situation or circumstance, real, or perceived, which could give a Supplier an unfair advantage during a procurement process or compromise the ability of a Supplier to perform its obligations under the Contract.

Contract: means a binding agreement for the purchase or disposal of good and/or services. A Contract may be a fully executed legal agreement, in a form satisfactory to the Owner, and a Purchase Order issued for the Bid Request of the Owner.

Contract Administrator: Owner representative responsible for monitoring the progress of the Contract and ensures it is executed to completion.

Days: means calendar days.

Evaluation Committee: means a group of individuals designated/responsible to make Award recommendation.

Evaluation Criteria: means the benchmark, standard or yardstick against which accomplishment, conformance, performance, and suitability of an individual, alternative, activity, product, or plan is measured to select the best Proponent through a Request for Proposal process. Criteria may be qualitative or quantitative in nature.

Evaluation Matrix: means a tool allowing the Evaluation Committee to rate Proposals based on multiple pre-defined evaluation criteria.

Highest Total Score: means the highest score achieved by a Proponent during the evaluation of a Request for Proposal where the Evaluation Committee has agreed by consensus.

Lowest Compliant Proponent: means the lowest price submitted (excluding HST) which meets the requirements and specifications as set out in the Bid request.

Member Municipality: refers to the Municipality of Highlands East

Municipality: means the Municipality of Highlands East.

Successful Proponent: means a Proponent whose Proposal meets the prescribed requirements and has been identified as the Lowest Compliant Proponent in accordance with the evaluation process.

Submission Deadline: means the closing date and time of the Request for Proposal period. No Proposals will be accepted after the closing date and time.

Proposal(s): means all of the documentation and information submitted by a Proponent in response to the RFP.

Proponent: means an entity that submits a Bid in response to this RFP.

Total Proposal Price: The Proposal price excluding HST that will be evaluated for Award.

Request for Proposal (RFP): means this Request for Proposal issued by the Municipality, and all addenda.

Wastewater Terminology:

Wastewater Lagoon: A wastewater lagoon, also known as a wastewater treatment lagoon or sewage lagoon, is a large, shallow, earthen pond designed to treat wastewater through natural biological and physical processes.

Inflow: Water entering sanitary sewers from inappropriate connections is called inflow.

Infiltration: Groundwater entering sanitary sewers through defective pipe joints and broken pipes is called infiltration.

Flowmeter: A wastewater flow meter is an instrument that is specifically used to measure the volumetric or mass flow rate of wastewater, sewage or industrial effluent.

Rain gauges: A rain gauge is an instrument used by meteorologists and hydrologists to gather and measure the amount of liquid precipitation in a predefined area, over a set period of time.

Hydrograph: A hydrograph is a graph showing the rate of flow (discharge) versus time past a specific point in a river, channel, or conduit carrying flow.

Combined Sewer: A combined sewer system is a wastewater collection system that conveys both sanitary wastewater (from homes and businesses) and stormwater runoff (from rain and snowmelt) through the same pipes to a treatment facility.

STP Overflow: An STP overflow, or Sewage Treatment Plant overflow, is the discharge of wastewater from a sewage treatment plant at a location other than the designated outfall or after the final effluent sampling point.

STP Bypass: A bypass is the intentional diversion of a waste stream from any portion of your treatment facility.

Peak flow rates: In wastewater management, peak flow rate refers to the highest rate of wastewater flow through a system, usually a sewer or treatment plant, at a specific point in time.

Stormwater: Stormwater refers to rainfall or snowmelt that runs off surfaces like rooftops and streets and flows into storm drains, often directly into waterways.

Surcharging: Surcharging occurs when the sewer becomes overloaded due to the infiltration or discharge of clean water from footing drains or sump pumps connected to sewer lines that are designated exclusively for sanitary sewage.

Procedure F-5-1: The main objective of Procedure F-5-1 is to determine the necessary treatment requirements for municipal and private sewage treatment works discharging to surface waters, ensuring effluent quality is suitable for the receiving water body.

Part 3: Proposal Submission Requirements

3.1 Proposal Format and Content

For the Municipality to evaluate Proposals fairly and completely, Proponents should provide all the information requested in the format set out in the RFP. Failure to provide all required information may result in the Proponent being disqualified or scoring poorly in the evaluation.

Proponents are encouraged to submit their Proposal with each of the following sections clearly identified and presented in separate sections.

3.2 Firm Profile and Contact Information

The Proponent should provide a Table of Contents adhering to the format outlined herein.

Profiles should include:

- The complete name and address of the firm.
- Mailing address, email address, and phone number of the individual the Municipality should contact regarding the Proposal.
- Description of the organization.

Executive Summary

The Proponent should provide a general overview of their RFP response.

3.3 Partner, Supervisory, and Staff Qualifications and Experience

The Proponents should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors, and specialists that would be assigned to the engagement.

The Proponent must show evidence they have substantial expertise, resources, and support services available to perform the work consistently, in an expeditious manner and within the required time frames.

3.4 References

Each Proponent must provide references for the firm's organization based on services that were performed in the past three years that are similar to the engagement described in this RFP. Please include the number of years of service, contact name, telephone number and e-mail address of the principal client contact for each reference.

3.5 Financial Proposal

The Financial Component should include an itemized list to complete the project. Costs for individual tasks should be provided and the total cost including all fees and disbursements will become the upset limit of the project which shall not be exceeded without prior authorization from the Municipality. The Proponent shall be responsible for all project costs. Costs for additional items recommended by the Proponent beyond those requested in the RFP shall be identified clearly and priced separately.

Total all-inclusive upset cost to the Municipality for the complete project and the per diem rates for all proposed staff, including mileage costs, and any other fees that may be applicable and summarized.

Proposed Fee Structure

Total All-Inclusive Maximum Price

The fee schedule should include an all-inclusive maximum cost.

The bid should contain all pricing information relative to performing the engagement as described in this RFP. The total all-inclusive maximum price bid is to contain all direct and indirect costs including all out-of-pocket expenses. Changes in wording or presentation suggested or requested by staff during the course of any work will not be considered as additional services.

All-Inclusive Quoted Prices – Indicated by Total Proposal Price, HST, and Total.

Part 4: Instructions for Proponents

4.1 Proposal Timeline

Date Issued	September 1, 2026
Proponent Question Deadline	September 18, 2026
Submission Deadline	September 25, 2026
Evaluation Period	September 28, 2026 – October 09, 2026
Evaluation Committee Consensus Meeting	October 13, 2026
Award	October 16, 2026

This timeline is tentative and may be changed by the Owner at any time without liability, cost, or penalty.

4.2 Interpretation

In this document “**Proposal Documents**” shall include the Purpose of Procurement, Proposal Submission Requirements, Instructions for Proponents, Terms and Conditions, Evaluation and Selection Criteria, Form of Proposal, All Addenda, and any other documents listed in the Proposal.

Should any work or materials be required which are not detailed in this RFP, either directly or indirectly, but which are nevertheless necessary for the proper carrying out of the intent hereof, the Proponent is to understand the same to be implied and required and shall perform all such work and furnish any such material as fully as if they were particularly delineated or described. No after claim will be allowed or entertained for obstructions or work necessary to fully complete the work whereon said Proponent submitted a Proposal.

- The Municipality of Highlands East may hereinafter be referred to as the **Owner**.
- An individual or company submitting a bid for this Proposal may hereinafter be referred to as the **Proponent**.
- The Successful Proponent who executes a Contract with the Owner may hereinafter be referred to as the **Consultant**.

The following terminology applies in the RFP:

The term “**should**” relate to a requirement which the Owner would like the Proponent to address in its Bid.

The terms “**will**”, “**must**”, or “**shall**” describe a procedure that is intended to be followed as a

mandatory requirement. Bids that do not fulfill all mandatory requirements will be rejected as non-compliant.

4.3 Completion of the Proposal Document

Proponents are cautioned that the timing of their submission is based on when the Proposal is received by the Municipality, not when a Proposal is submitted by a Proponent.

The Municipality recommends that Proponents allow sufficient time to submit their proposals and to resolve any issues that may arise. The closing date and time shall be determined by the Municipality's clock.

Proposals must be signed, sealed, and clearly marked with Proposal number "**RFP-10-2026 Assessment of Wet Weather Flows Compared to Dry Weather Flows**". The Proposals must be received by the Municipality of Highlands East by 12:00 p.m., Friday, September 25th, 2026 at the address below:

Municipality of Highlands East
2249 Loop Road
Box 295
Wilberforce, ON
K0L 3C0
Attn: Brittany McCaw, CAO/Treasurer

All entries in the Proposal shall be in English, clear, and legible. All items should be Bid according to any instructions in the Proposal documents, and with entries made from unit price, lump sum, extensions, and totals as appropriate.

The Owner reserves the right to reject any or all Proposals or to accept any Proposal should it be deemed in its best interest to do so. Proposals which are incomplete, conditional, illegible, or obscure, or that contain additions not called for, erasure, alterations (unless properly and clearly made and initialed by the Proponent's signing officer) or irregularities of any kind, may be rejected as informal.

The Proponent or an authorized designate must sign and seal the Form of Proposal document in the spaces provided. If a joint Proposal is submitted, it must be signed and sealed separately on behalf of each Proponent.

4.4 Alteration or Withdrawal of Proposals

An alternate Proposal submitted at any time up to the Submission Deadline shall supersede and invalidate all Proposals previously submitted by the Proponent for this RFP.

A Proponent may withdraw a submitted Proposal at any time until the Submission Deadline. To withdraw a Proposal prior to the Submission Deadline, the Proponent is solely responsible for ensuring that the Proposal is withdrawn.

Notify the Owner of a submission withdrawal by submitting a letter bearing the Proponent's signature to the office of the Chief Administrative Officer and to the attention of the RFP Contact.

The withdrawal of a Proposal prior to the Submission Deadline does not disqualify a Proponent from submitting another Proposal for the same RFP.

4.5 Unbalanced Proposals and Discrepancies

Proposals that contain prices that appear to be so unbalanced that they adversely affect the interests of the Owner, may be rejected.

Wherever the amount Bid for an item does not agree with the extension of the Proposal quantity then the Bid unit price shall govern. The corrected total Proposal amount for a payment item will use the respective unit price.

The Owner may correct any mathematical discrepancies in confirming the correct **Total Proposal Price**. Where an error has been made in transferring an amount from one part of the Proposal to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct and the amount shown after transfer and the **Total Proposal Price** shall be corrected accordingly.

4.6 Inquiries & RFP Contact

Any questions related to this RFP must be directed to:

Patrick Thompson, Environmental Supervisor

pthompson@highlandseast.ca, 613-339-2442 Ext. 1

Proponents and their representatives are not permitted to contact any other employees, officers, agents, elected officials, or other representatives of the Owner, other than the RFP Contact listed above, concerning matters regarding the RFP.

No oral interpretation shall be effective to modify any of the provisions of the Proposal Documents. All requests for interpretation shall be made in writing to the RFP Contact.

Should a Proponent find discrepancies in, or omissions from the Documents, the Proponent shall immediately notify the RFP Contact who may send a written instruction to all Proponents by way of Addenda.

4.7 Contract Award Procedures

The Award of this Contract is subject to the approval authority as defined by the Owner's Procurement Policy.

The RFP Contact shall notify the Successful Proponent within 90 days of the Submission Deadline of the acceptance.

Notice of acceptance of the Proposal will be by email.

4.8 Payment Terms

Payment will be made when all work has been completed to the satisfaction of the Owner.

The Consultant shall be responsible for the proper performance of the work to the extent that the design and specifications permit such performance. The Consultant agrees to correct promptly, at their own expense, any defects or deficiencies in the work. The Owner shall promptly provide the Consultant with written notice of observed defects and deficiencies.

All payments will be made in response to invoices itemized in accordance with the final signed Contract, provided the invoices are based on work described in the scope of the project, consistent with the negotiated deliverables and completed to the Municipality's satisfaction.

For further certainty, if invoices are rendered that are more than the fees quoted in the final signed Contract, payment will not be made unless the additional deliverables have been

negotiated with and accepted in writing by the Municipality in advance of the conduct of the work.

Invoices shall be sent to:

Municipality of Highlands East: Patrick Thompson, Environmental Supervisor,
pthompson@highlandseast.ca

4.9 Warranty

The Consultant warrants that the goods or services delivered by the Consultant to the Owner in connection with the Contract will be performed according to the Consultant's Proposal and the requirements set out in the RFP.

The Consultant also warrants that its employees have the qualifications, experience, knowledge, skills, and abilities necessary to carry out the services and the services will be performed in a competent, efficient, and first-class manner.

4.10 Indemnification

The Consultant shall indemnify, hold and save harmless, the Municipality of Highlands East from and against all claims, losses, damages, costs, actions and other proceedings made, sustained, brought or prosecuted in manner, based upon, occasioned by attributable to any injury, including death, property damage, infringement or damage arising from any act or omission of the Consultant, his employees, officers, volunteers, servants or agents or persons from whom the Consultant has assumed responsibility in the performance or purported performance of this Contract.

4.11 Assignment

Neither party to the Contract shall assign or transfer the Contract without the written consent of the other.

Part 5: Terms and Conditions

5.1 Contract & Agreement

It is expected that the Proponent with the Highest Total Score, if any, will be invited to sign a comprehensive Contract (the "**Contract**") setting out the terms and conditions that will apply to the work.

The Agreement set out in this RFP is the form that the Owner intends to use as the basis for the final Contract with the Successful Proponent. The signed and submitted Proposal documents form the Agreement.

If a Proponent objects to any aspect of the Agreement, the Proponent is strongly encouraged to raise issues or propose changes to the Agreement during the submission of questions process as per the Proponent Questions section.

5.2 Acceptance of Proposal

Proposals shall be irrevocable and valid for acceptance by the Owner for a period of ninety (90) days after the Proposal Submission Deadline.

5.3 Award

It is the Owner's intention to Award to the Proponent with the Highest Total Score, who demonstrates the capability of meeting the requirements or appropriate experience, qualifications, and specifications as described within this document.

The Owner reserves the right to not Award to the lowest or any Proponent if it is determined that the cost of completing the work exceeds budgetary constraints. For multi-year Contracts, the continuation beyond the initial Contract term is contingent on budget approval.

The Owner reserves the right to Award by item, or part thereof, groups of items, or parts thereof, or all items of the Proposal as deemed in the best interest of the Municipality.

All Proposal are prepared at the sole risk and cost of the Proponent. No payments shall be made to any Proponent regarding the preparation and submission of Proposals.

Award of this Contract is subject to appropriate funding acceptable to the Owner.

The Proponent will receive a notice of Intent to Award by email. That notice constitutes the Owner acceptance of the Successful Proponents Bid. The Contract between the Owner and the Successful Proponent shall be executed within 10 days of the Successful Proponent receiving notice of intent to Award.

Notwithstanding and without restricting the generality of the statements above, the Owner shall not be required to Award or accept a Proposal and may choose to either cancel the request for Proposals or recall the Proposals at a later date if:

- Only one Bid has been received as the result of a request for Proposal.
- The Lowest Complaint Proponent exceeds the available project budget for the supplies or services.
- A change in the scope of work or specifications is required.

5.4 Contract Duration

This Proposal provides for a one (1) year Contract term. The Contract initial term will commence upon the date of Contract execution and end September 30th of the following year unless otherwise agreed upon by the Owner and the Consultant.

5.5 Due Diligence

It is understood and agreed that the Proponent has, by careful examination, satisfied itself as to the nature and location of the work, the quality and quantity of services/materials to be encountered, the character of materials, labour and facilities needed in the completion of the work.

5.6 Taxes

Unit and/or lump sum prices should not include the Harmonized Sales Tax.

The Owner shall comply with the Harmonized Sales Tax (HST) legislation as enacted in the Federal Excise Tax Act (EAT), which came into effect on July 1, 2010.

All prices Bid shall include applicable disbursements, insurance, and all other charges of every kind attributable to the work.

5.7 Conflict of Interest

For the purposes of this RFP, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

1. In relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly, or indirectly, that may give it an unfair advantage, including but not limited to
 - Having, or having access to, confidential information in the preparation of its response that is not available to other Proponents.
 - Communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or
 - Engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
2. in relation to the performance of its contractual obligations under a Contract for the work, the Proponents other commitments, relationships, or financial interests
 - Could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or
 - Could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.
3. Any provision provided by the Consultant developing specifications and contract documents will prohibit the Consultant from submitting a Bid on the build.

5.8 Disqualification for Conflict of Interest

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

5.9 Proponent Questions

The Owner will use the following process regarding any Proponent question or other request for clarification regarding any aspect of the RFP:

Proponents must submit requests for clarification or questions to the RFP Contact.

In the communication with the RFP Contact, reference a specific section or page number of this RFP.

Requests for clarification and questions must be submitted prior to Friday, September 18th, 2026, at 3:00 p.m., the Question Deadline. Questions and inquiries submitted after the Questions Deadline will not be addressed.

5.10 Response to Questions

The Owner will make reasonable efforts to provide Proponents with written responses to questions that are submitted in accordance with the Proponent Questions section, subject to the provisions of this section.

Questions and answers will be distributed in numbered addenda to Proponents. In answering a Proponents question(s) in any addenda, the Owner will set out the question(s), but without

identifying the Proponent that submitted the question(s). Also, the Owner may, in its sole discretion:

- edit the question(s) for clarity.
- exclude any question(s) that are either unclear or inappropriate.
- provide a single, consolidated answer to similar questions from various Proponents.
- Where an answer results in any change to the RFP, such answer may be formally documented through the issue of a separate addendum reflecting that change.

5.11 Addenda

The Owner will only amend or supplement the Tender by issuing an addendum. Any amendment or supplement to the Tender made in any other manner will not apply to the RFP.

Proponents shall acknowledge receipt of any addenda. Failing to submit all acknowledged addenda with the submission will result in the Proposal being rejected for non-compliance.

It is the responsibility of the Proponent to have received all Addenda that are issued.

The Proponent is solely responsible to:

- make any required adjustments to their Proposal; and
- acknowledge the addenda by submitting a signed copy of each addendum issued with their proposal submission.

Addenda will be posted on the Municipality's website. www.highlandseast.ca

5.12 Clarification of Proposal

The Owner shall have the right at any time after the Proposal Submission Deadline to seek clarification from any Proponent in respect of that Proponents Bid, without contacting any other Proponent. The Owner shall not be obligated to seek clarification of any aspect of any Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change the Proponents Proposal in any substantial manner. Subject to the qualification in this provision, any written information received by the Owner from a Proponent in response to a request for clarification from the Owner may be considered to form an integral part of the Proponents Proposal, at the Owner's sole discretion.

5.13 Verification of Information

The Owner may:

- verify any Proponents statement or claim made in the Proponents Bid or made subsequently in any subsequent communication by whatever means the Owner may deem appropriate, including contacting persons in addition to those offered as references.
- reject any Proponents statement, claim, or bid, if such statement, claim, or Bid is patently unwarranted or is doubtful; or

- access the Proponents premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and the Owner shall agree on reasonable access terms, including pre-notification, extent of access, security, confidentiality and the allocation and amount of any costs incurred in connection with such access.

5.14 Insurance

Professional Liability insurance and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than **two million \$2,000,000 dollars** per occurrence.

Commercial General Liability insurance including premises and all operations for an amount not less than **five million (\$5,000,000.00) dollars** per occurrence, including the Municipality of Highlands East, as additional insured. This coverage applies to:

- third party bodily injury
- property damage
- products and completed operations.
- contractual liability
- personal injury
- Municipality and Consultant's protective coverage
- non-owned automobile
- and contain a cross liability and severability of interest clause.

The Successful Proponent shall take out and keep in full force and effect throughout the project until completion, and any renewals thereof, **Vehicle Liability Insurance** (for all licensed vehicles and equipment) in a combined amount of not less than **two million (\$2,000,000.00) dollars** per occurrence, against claims for bodily injury and/or property damage including claims against the Successful Proponent under any hold harmless or indemnity provisions of the Contract in respect of motor vehicles owned or leased by the successful Proponent which are required by law to be licensed.

5.15 Workplace Safety and Insurance Board (WSIB) Requirements (if applicable)

WSIB is required to be provided by the Successful Proponent prior to Award and commencement of work.

Note: Workplace law has changed in Ontario. Please note that Independent Operator status letters no longer apply after 2012. All Independent Operators working in Ontario in the construction industry must have workplace safety and insurance coverage from the Workplace Safety and Insurance Board (WSIB).

5.16 Health and Safety

All work shall be carried out in compliance with all governing regulations including the Occupational Health and Safety Act and its regulations. The Consultant shall ensure employees and subcontractors are aware of and comply with such regulations.

5.17 Municipal Freedom of Information and Protection of Privacy Act

The Municipal Freedom of Information and Protection of Privacy Act (Ontario) applies to records in the custody or control of the Owner, and includes any information provided by Proponents in

connection with this RFP. Such information may be subject to requests for access under that Act and can only be withheld from disclosure in specific circumstances.

A Proponent should identify any information in its Proposal that, if disclosed to any other person, would harm that Proponents competitive position. Generally, only specific portions of a Proposal should be identified.

5.18 Ontario/Canadian Laws

The RFP and the Proponents Proposal will be interpreted according to the laws of Ontario and the federal laws of Canada applicable therein.

5.19 Personal Information

Personal Information shall be treated as follows:

Submission of Information – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of individuals who will be assigned to the project unless specifically requested. Should the Owner request such information, the Owner will treat this information in accordance with the provisions of this section and will maintain the information for a period of up to 7 years from the time of collection.

Use – Any Personal Information that is requested from each Proponent by the Owner shall only be used (i) to select the qualified individuals to undertake the project; (ii) to confirm that the work performed is consistent with these qualifications; (iii) for any audit of this procurement process; and (iv) in the case of the Supplier, for Contract management purposes.

Consent – It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to the Owner. If any Personal Information is disclosed to the Owner by a Proponent, the Owner will consider that the appropriate consents have been obtained for the disclosure to and use by the Owner of the requested information for the purposes described herein.

5.20 Debriefing

Proponents are entitled to request a debriefing meeting with the Owner. Such requests must be made to the RFP Contact within 60 Days following the date of posting of a Contract Award notification in respect of the RFP.

Debriefing may be held by telephone, in person, or by email, unless otherwise agreed.

5.21 Bid Protest Procedure

To submit a Bid Protest, the Proponent must:

Provide a detailed description of the Bid Protest, including the desired remedy; and

Provide any additional relevant background information. All Bid Protest documentation must be addressed to:

Municipality of Highlands East
Attention: Brittany McCaw, CAO/Treasurer
2249 Loop Road
Box 295
Wilberforce, ON K0L 3C0

Once a Bid Protest has been received, the office of the CAO/Treasurer shall review the matter and consult with legal counsel when appropriate. The office of the CAO/Treasurer is to complete the review in an appropriate time frame, but generally within 90 days of receiving the Bid Protest. The time frame may be extended based on the complexity of the Protest or extenuating circumstances.

The office of the CAO/Treasurer will then prepare a written decision regarding the matter and will send a copy of that decision to the Proponent that submitted the Bid Protest.

In all cases:

The Owner shall seek to resolve the Bid Protest with the Proponent through consultation (to the extent feasible and reasonable); and

The Owner will accord impartial and timely consideration to the Bid Protest in the matter that is not prejudicial to the Proponents participation in ongoing or future Procurement Processes.

Filing a Bid Protest does not affect a Proponents ability to participate in ongoing or future procurement opportunities with the Owner.

5.22 Trade Agreements

Proponents should note that this procurement process is subject to the requirements of:

- Chapter 9 of the Trade and Cooperation Agreement between Ontario and Quebec
- Chapter 5 of the Canadian Free Trade Agreement

5.23 Accessibility

According to the Accessibility for Ontarians with Disabilities Act (AODA), effective January 1, 2021, all documents published on municipal websites must meet the **Website Content Accessibility Guidelines 2.0 Level AA**. To ensure that these guidelines are met, the Municipality shall request the Consultant provide an AODA compliance report for all public-facing materials.

The Owner is committed to ensuring that accessible goods and services are purchased where accessibility would impact the successful use of the good or service by the public or staff or where a lack of accessibility would have direct impact on the success of an Owner project as required under The Accessibility for Ontarians with Disabilities Act, 2005 O. Reg. 191/11; Integrated Accessibility Standard.

5.24 Ownership

Final design will be the property of the Municipality of Highlands East.

Part 6: Evaluation and Selection Criteria

6.1 Evaluation Criteria

All Proposals will be reviewed to determine if they are compliant.

Submissions will be evaluated against the criteria listed in the document. Failure to satisfy these requirements will result in lower scoring including failing to achieve the minimum required to proceed in the evaluation.

The Proponent should have the necessary skills, knowledge, education, and experience to meet the requirements of this project. Relevant information provided through the Proposal and in any

subsequent demonstrations or interviews will be evaluated in terms of the scoring and criteria below.

Criteria Number	Criteria Description	Points
1	Proposed Work Plan	40
2	Experience and Qualifications	20
3	Quality and Completeness of Proposal	10
4	Financial Proposal	30

Proposals will be evaluated against questions including but not limited to the following.

Criteria 1: Proposed Work Plan (Maximum 40 pts)

Does the Proponent provide the requested information?

Does the structure of the Proposal reflect the requested structure?

Does the Proponent provide an Executive Summary that meets the expectations of the RFP?

Criteria 2: Experience and Qualification (Maximum 20 pts)

Does the Proponent identify the principal supervisory and management staff, including engagement partners, managers, other supervisors, and specialists that would be assigned to the engagement?

Would the experience of the firm meet the requirements of the Owner?

Criteria 3: Quality and Completeness of Proposal (Maximum of 10 pts)

Does the Proponent include resume(s) and experience profile of the Proponent's principal contact person(s) who will be responsible for this Contract?

Do the assigned individuals have appropriate levels of experience to meet the needs of the Owner?

Criteria 4: Financial Proposal (Maximum of 30 pts)

The Financial Proposal for the initial Contract term will be evaluated using the fixed fee formula calculation.

6.2 Selection Process

An Evaluation Committee consisting of Municipality staff will evaluate the Proposals. It is the intention of the Owner to recommend the Proponent with the Highest Total Score for Award.

Proponents should note that Proposals must achieve a minimum of 60% in each criterion in order for the Proposal and pricing to be considered for Award.

6.3 Stages of Evaluation

Stage 1: Mandatory Requirements (pass/fail)

A review of the submitted documents will be undertaken to determine if the submitted Proposal complies with all the mandatory requirements:

- Section 3, Proposal Submission
- Part 7: Form of Proposal
- All Addenda submitted and acknowledged by with Proponent's signature.

Proposals that do not comply with the mandatory requirements shall be disqualified and not be evaluated further.

Stage 2: Criteria Evaluations (70 pts)

Stage 2 will consist of scoring by the Evaluation Committee of each compliant Proposal based on the detailed criteria as displayed in the submitted Proposal. The following is an overview of the categories and weightings for the Stage 2 criteria of the RFP:

For scoring, a scale of 1 to 10 will be used by the Evaluation Committee for each criterion. This score will then be converted into the allocated points and applied to each section as outlined in the Evaluation Criteria.

Score	Description
10	Clearly exceeds all areas within the RFP
9	Clearly exceeds most of the requirements within the RFP
8	Meets and exceeds many of the requirements within the RFP
7	Meets the requirements and exceeds some of the requirements
6	Generally , meets the minimum requirements within the RFP
1-5	Does not generally meet the minimum requirements within the RFP

Stage 3: Pricing (30 pts)

Stage 3 will consist of scoring the Financial Proposal submitted in the Proposal.

The Financial Proposal will be scored according to the requirements detailed in section 3.5, Financial Proposal. Providing detailed pricing information that meets the specifications will earn the Proponent a maximum of **30 points**.

Each Proponent will receive a percentage of the total possible **30 points** allocated to price by dividing the Proponent's price into the lowest Proposal price.

Fixed Fee Formula

Example: If the lowest Proposal price is \$150, that Proponent receives 100% of the Points ($150/150 = 100\%$), or 30 points. A Proponent whose proposal price is \$200 will receive ($150/200 = 75\%$), or 22.5 points.

The Proponent that achieves the Highest Total Score from Stage 2 and 3 will be ranked first. In the event of a tie total score, the Proponent with the lowest cost will be ranked first overall.

Stage 4: Reference Check (pass/fail)

Reference checks will be performed on the Proponent with the Highest Total Score after Stages 1 to 3, prior to the recommendation for Award. References will only be rated as a pass/fail. Whereby references that are considered accurate and relevant based on the size and scope of this project, and prove to validate, to the Municipality's satisfaction, that the Proponent generally met the references expectations will be rated as a pass. The Municipality reserves the right to seek reference information on any Proponent if deemed necessary.

Stage 5: Award

The Evaluation Committee will recommend Award to the Proponent achieving the Highest Total Score as a result of the evaluation of Stages 1 through 4.

Part 7: Form of Proposal

This form must be completed, and returned as part of the RFP submission.

This Proposal is submitted by:

Consultant Information

Name of Firm of Individual (Hereinafter referred to as the Consultant)

Mailing Address

Email

Phone Number

Cell Number

Name and Position of Individual Signing for the Firm

HST Registration Number

WSIB Account Number

To the Mayor and Council Members

I/We, the undersigned declare that no person, firm, or corporation other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this Proposal or in the Contract proposed to be undertaken.

I/We further declare that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a Proposal for the same work and is in all respects fair and without collusion or fraud.

I/We further declare that no member of Council or any other Officer of the Owner is or will become interested directly, or indirectly, as a consultant in the performance of the Contract, or in the supplies, work or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or in any of the monies to be derived therefrom.

I/We have read sections 5.7, 5.8 and declare that no Conflict of Interest exists.

I/We further declare that the several matters stated in the said Proposal are in all respects true.

I/We further declare that I/We have read, understand, and accept the Purpose of Procurement, Proposal Submission Requirements, Instructions to Proponents Terms & Conditions, Evaluation and Selection Criteria, Form of Proposal, and Addenda attached hereto. Each and all of which forms part of this Proposal and hereby offer to furnish all equipment, tools, labour, apparatus; all materials, except as otherwise stated in the Contract; including in every case freight, duty, exchange and harmonized sales tax, effective on the date of the acceptance of the Proposal, and to complete the work in strict accordance with the Purpose of Procurement, Proposal Submission Requirements, Instructions to Proponents Terms & Conditions, Form of Proposal, Addenda, and Contract, hereto attached for the sums calculated in accordance with the Financial Proposal, Proposal Submission Requirements and unit prices set forth in the Proposal.

I/We agree that this offer is to continue open for acceptance until the formal Contract is executed by the Successful Proponent for the said work or until 90 calendar days after the said opening, whichever event first occurs; and that the Owner may, at any time within that period, without notice, accept this Proposal whether any other Proposal has been previously accepted or not.

I/We agree that the awarding of this Contract is based on the acceptance of this Proposal by the Signing Authority of the Owner outlined in the Municipality's Procurement Policy.

I/We hereby agree that notification of acceptance of this Proposal shall be in writing and will be sent by email and if sent in this manner, acceptance shall be deemed to have been made on the date of the email of such notification.

Name of Consultant (Please Print)

Signature of Consultant

Date (day/month/year)

Part 8: Contract Template

Municipality of Highlands East
Proposal No.: RFP-10-2026

Assessment of Wet Weather Flows Compared to Dry Weather Flows

Contract

This Contract made in duplicate on _____
Date (day/month/year)

by and between _____
Hereinafter called the "Consultant"

and **Municipality of Highlands East**
Hereinafter called the "Owner"

Witnesseth that, the party of the first part, for and in consideration of the payment or payments specified in the Proposal for this work, hereby agrees to furnish all necessary tools, equipment, supplies, labour and other means of development and, to the satisfaction of the Owner's Contract Administrator, to do all the work as described in sections: 1.1 Scope of Work, 1.2 Deliverables, and 3.5 Financial Proposal of Proposal RFP-10-2026.

Proposal RFP-10-2026, submission of the signed Form of Proposal, and the Consultants Proposal forms the Agreement for which this Contract is based. The Consultant agrees to furnish all the materials except as otherwise specified, and to complete such works in strict accordance with the specifications of Proposal RFP-10-2026 and the Consultant's Proposal, which are identified and acknowledged in the Purpose of Procurement, Proposal Submission Requirements, Instructions to Proponents, Terms & Conditions, Evaluation Criteria, and Addenda, all of the which are to be read herewith and form part of this present Contract as fully and completely to all intents and purposes as though all the stipulations hereof have been embodied herein.

The Consultant further agrees that they will deliver the whole of the work completed in accordance with the Agreement unless otherwise mutually agreed upon by the Owner and Consultant. This Contract ends on XXXXXXXX. If the Contract is to be extended for subsequent years, Contract renewal will occur one month prior to the end date.

In Consideration Whereas, the Owner agrees to pay to the Consultant for all work done, the stipulated sum or sums submitted in the Proposal. The price of \$XXXX.XX (excluding HST) has been agreed upon by the Owner and the Consultant. This price will be adhered to unless a Change Order is agreed upon by both the Owner and the Consultant.

(This Contract will be revised prior to execution to include any payment schedules provided in the Proponent's Proposal if applicable.)

This Contract Shall ensure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Consultant and on the heirs and successors of the Owner.

In Witness Whereof, the Consultant and the Owner have hereunto signed their names and set their seals on the day first above written, or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

Name of the Consultant (Please Print)
(Authority to bind the Corporation)

Municipality of Highlands East (Please Print)

Signature of the Consultant
(Authority to bind the Corporation)

Municipal Signature

Position held by Consultant

Position held at the Municipality.

This Contract will be mailed by courier to the Successful Proponent upon receiving all documents related to the Pre-Conditions of Award.

Part 9: Supporting Documents