



**RFP 19-34**

Water and Wastewater Rate Study and Financial Plan

## 1.1 Purpose

The purpose of this Proposal is to select a consulting firm to partner with the Town to assist the Town in preparing a long-term financial plan and water and wastewater rate structure to meet regulatory requirements as well as meet the needs of the system users and Town staff.

## 1.2 Definitions

**“Award”** is the acceptance of a Proposal in accordance with this Proposal, as evidenced by the Town’s written notification to the selected Proponent.

**“Budget”** refers to any of several documents approved by the Council from time to time, which detail the amounts of money to be spent within a fiscal period by the Town on various operating expenses or capital projects. Budgets may be approved annually, or with terms of multiple years, or during any year for one or more specific projects or programs.

**“Change Order”** is a written order issued from the Town that changes the scope or specifications of any project.

**“Consultant”** means a person who, by virtue of professional expertise of service is contracted by the Town to undertake a specific task or assignment. Examples include: a planner completing a specific study; an architect or engineer drawing plans for a building or project; a lawyer representing the Town for a particular legal matter; an appraiser providing an opinion of value on an asset; etc.

**“Contract”** means a legal agreement to be entered by the selected Proponent and Town.

**“Council”** means the elected Representative(s) of the people of the Town of South Bruce Peninsula with respect to municipal administration.

**“Evaluation Team”** means the team appointed by the Town.

**“Goods and/or Services”** means those goods and/or services set out in this Proposal sought to be procured by the Town as a result of this Proposal process.

**“Insurance Certificate”** means a certified document issued by an insurance company licensed to operate by the Government of Canada or the Province of Ontario.

**“May”** used in this Proposal document shall be permissive and discretionary but recommended.

**“Proposal”** is a written offer, in a specified form, received from a Proponent in response to a Proposal to provide goods and/or services based on the approved format of the Town containing terms and conditions.

**“Proposal Package”** is the submitted package that includes the Proposal and any documents requested for evaluation.

**“Proponent”** is the Person who submits a Proposal.

**“Shall”** used in this Proposal document is a mandatory requirement that if not met, will result in a Proponent’s disqualification.

**“Should”** used in the Proposal document is a permissive and discretionary request but is recommended.

**“Will”** used in this Proposal document is a mandatory requirement.

**“Town”** means The Corporation of the Town of Saugeen Shores.

**“Town Representative(s)”** has the meaning set out in section 2.5.

## **2. Instructions to Proponents**

### **2.1 Closing Time and Address for Proposal Delivery**

The Proposals must be submitted to the Town at the office of:

Town of South Bruce Peninsula  
315 George St, PO Box 310  
Wiarton, Ontario  
N0H 2T0  
Attn: Lara Widdifield, C.E.T., Director of Public Works

On or before the following date and time (the “Closing Time”):

Time: 3:00 pm local time  
Date: Tuesday, December 3, 2019

<b>Event</b>	<b>Dates, Times &amp; Locations</b>
Proposal release Date	November 8, 2019
Questions from Proponents are due by	November 22, 2019 @ 3:00 pm
Closing Date, Time and Location	December 3, 2019 @ 3:00pm Municipal Office 315 George St, Wiarton, On N0H2T0

## 2.2 Number of Copies

The Proponent should submit two original Proposals accompanied by a digital file containing a PDF version of the Proposal. (Submitted on USB drive)

## 2.3 Late Proposals

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for extension of the Closing Time.

## 2.4 Amendments to Proposals

Proposals may be revised by written amendment, delivered to the location set out in Section 2.1, at any time before the Closing Time but not after. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by section 3.3. Faxed or emailed amendments are permitted, but such amendment may show only the change to the Proposal price(s) and in no event disclose the actual Proposal price(s). A Proponent bears all risk that the Town's equipment functions properly to facilitate timely delivery of any amendment.

## 2.5 Inquiries

All inquiries related to this Proposal should be directed in writing to the person(s) named below (the "Town Representative(s)"). Information obtained from any person or source other than the Town Representative(s) may not be relied upon.

Name: Lara Widdifield, C.E.T.  
Director of Public Works  
Address: Town of South Bruce Peninsula  
315 George St, PO Box 310  
Warton, Ontario  
N0H 2T0  
Email: [lara.widdifield@southbrucepeninsula.com](mailto:lara.widdifield@southbrucepeninsula.com)

The Town reserves the right not to respond to inquiries made after the date mentioned in the previous schedule. Inquiries and responses will be recorded and may be distributed to all Proponents in the form of addenda at the discretion of the Town.

Proponents finding discrepancies or omissions in the Contract or Proposal or having doubts as to the meaning or intent of any provision, should immediately notify the Town Representative(s). If the Town determines that an amendment is required to this Proposal, the Town Representative(s) will issue an addendum in accordance

with section 2.6. No verbal conversation will affect or modify the terms of this Proposal or may be relied upon by any Proponent.

## **2.6 Addenda**

If the Town determines that an amendment is required by this Proposal; the Town Representative(s) will issue a written addendum by posting it on the Public Notices and Proposals page on the Town's active website at <http://www.southbrucepeninsula.com> that will form part of this Proposal. It is the responsibility of Proponents to check the Town Website for addenda. The only way this Proposal may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this Proposal or may be relied upon by any Proponent. By delivery of a Proposal, Proponent is deemed to have received, accepted and understood the entire Proposal, including any and all addenda.

## **2.7 Examining of Contract Documents and Site**

Proponents will be deemed to have carefully examined the Proposal, including all attached schedules, the contract and the site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

## **2.8 Opening of Proposals**

The Town intends to open and evaluate Proposals internally. There will not be a public opening.

## **2.9 Status Inquiries**

All inquiries related to the status of this Proposal, including whether a Contract has been awarded, should be directed to the Town Representative(s).

# **3. Proposal Submission Form and Contents**

## **3.1 Package**

Proposals are to be in a sealed package, marked on the outside with the Proponent's name, title of the Project and Reference Number.

## **3.2 Form of Proposal**

Proponents are required to conform to the conditions listed below and those failing to do so will be disqualified.

- a) The "Form of Proposal", Schedule B as supplied by the Town shall be completed with the contract information and signed with the authorized signature of the Proponent or of a designated official of the organization and submitted in the

Proposal Package. An original sealed document is required in the Proposal Package.

- b) All Proposal information and pricing shall be legibly written in ink or by computer or typewriter.
- c) The Proposal shall not be restricted by a statement added to the Form of Proposal or covering letter or alterations to the Form of Proposal provided by the Town.
- d) The Proponent is required to detail a project timeline that indicates when deliverables will be produced.

### **3.3. Written Proposal Submission Requirements**

#### **Section 1 - Company Profile**

Proponents are to provide information on their company such as, but not limited to, the following:

- Size of company, number of employees both locally and other (i.e. status full time/part time);
- Number of years in business both locally and other;
- Memberships in professional associations;
- Extent of company resources and available outside resources if required;
- The correct legal name of the proposing entity;
- The Principal business and corporate directors of the proposing entity; and
- The name, title, mailing address, e-mail, telephone (land line and cell) and fax number of the person who will be the Town's point of contact.

#### **Section 2 - Approach and Methodology**

Provide a detailed description of the methodology and project management approaches to be used for each of the services proposed by your firm.

#### **Section 3 - Experiences and References**

Proponents are to detail references, within the last 5 years, of their company's relevant past and present experiences as they pertain to the Town's requirements listed in the RFP document.

#### **Section 4 - Team Structure / Staff Qualifications**

Proponents are to provide an Organizational Chart indicating all the project participants. Proponents are to provide the name(s), telephone number(s) and resume(s) of main contact person(s) and key personnel who will be assigned to this project. The assigned person(s) must be the primary point of contact with the Town.

Proponents must also identify the total number of hours for each Consulting team member per major item.

#### Section 5 – Schedule/Work Plan

Provide a schedule/work plan for implementing the project with the objective of completion before March 2020. Identify major milestones and the percentage of completion. Provide for meetings with Town staff to enable the monitoring of progress towards completion of the work plan. Provide for review and refinement of the work plan in discussion with Town staff at the start-up meeting for the project.

Proponents need to be mindful of the time constraints needed for this study. The study needs to be completed by February 25, 2020.

#### Section 6 - Cost Proposal

A two-envelope system for the evaluation of proposals will be used. As such, cost information must be provided in or accompanied by a separate envelope for that purpose or risk being disqualified. Proponents shall provide in their cost proposal hourly rates, estimates of expenses and a total upset price, including HST, with a breakdown of the major items described in the Services Required section.

The cost proposal should summarize the per diem rates for all consulting team members and the total number of hours for each team member per major item along with the total cost for each major item.

#### Section 7 - Ontario Regulation 453/07

Complete the financial plan requirements of Ontario Regulation 453/07 as it relates to the municipal drinking water system as per the Safe Water Drinking Act, 2002.

### 1.1 Signature

The legal name of the person or organization submitting the Proposal should be included on all forms. The Proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- (a) If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;
- (b) If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venture should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the

- partnership or joint venture should provide evidence to the satisfaction of the Town that the person(s) signing have signing authority for the partnership or joint venture).
- (c) If the Proponent is an individual, including sole proprietorship, the name of the individual should be included.

## **2. Background Information**

Formed in 1999, The Town of South Bruce Peninsula (the Town) combines the former Township of Albemarle, Township of Amabel, Town of Wiarton and Village of Hepworth. Covering 532.29 km<sup>2</sup>, The Town of South Bruce Peninsula has a population of approximately 8,416 (Census).

The Town provides a comprehensive range of services to its citizens and visitors including but not limited to transportation services including roads, sidewalks, bridges and highways; corporate and recreation facilities; recreation programs; economic development; building and by-law enforcement services; emergency preparedness; and fire protection. The Town does not provide library, museums, ambulance or EMS services or long-term care facilities. For a complete list of services and departments please visit the Municipal Website at [www.southbrucepeninsula.com](http://www.southbrucepeninsula.com).

The Town is responsible for two local water distribution systems (“Warton” and “Amabel”). Amabel has four separate communities: Amabel-Sauble, Foreman, Huron Woods and Oliphant. There are approximately 1040 connected properties in Wiarton and 395 connected properties in Amabel. There are an additional approximately 110 properties connected, but vacant. Additionally, the Town is responsible for local wastewater distribution with approximately 1,050 individual accounts.

In addition to water, Wiarton has a communal wastewater system with about 920 connected properties. Wastewater services in Amabel are via private septic systems.

To assist with the responsibility for these services, the Town contracts with Ontario Clean Water Agency for provision of and support to much of the services provided.

The Town is responsible for water and wastewater treatment and storage. The Town recovers its costs through flat rate water and wastewater charges to residential customers and metered rate charges to Industrial, Commercial and Institutional (ICI) users.

South Bruce Peninsula collects the charges on behalf of users. Total water and wastewater rates amount to approximately \$1,200 annually for an average residential user and consist of per-unit flat rate fee plus consumption charges



The Town is looking at continuing a full cost recovery model for all existing water and wastewater capital needs which includes the replacement of aged and deficient water and wastewater infrastructure. Notwithstanding the capital plan, the Town is concerned that these expenditures may not be sufficient to maintain the system adequately.

The Town wishes to undertake a study of water and wastewater rates to cover a ten-year period (the “study”) to accomplish the following objectives:

- (1) Ensure cost recovery in operating and capital budgets;
- (2) Provide sufficient resources for replacement and upgrades of capital assets where necessary; and
- (3) Ensure continued stability and sustainability in the rate structure.

It is essential that the study consider the requirements of all relevant and associated regulations.

### **3. Methodology**

The methodology identified in this request for proposal is intended to identify the main tasks of the Consultant in the execution of the study and preparation of the final report.

- 1) Prepare a ten-year consumption forecast:
  - i. Review historic water consumption and wastewater treatment data and assess usage patterns;
  - ii. Consider the impact of the Town’s residential and non-residential growth forecasts and other relevant factors;
  - iii. Quantify and evaluate system losses by comparing meter outflows at wells and inflows at WWTP; and
  - iv. Consider significant flow variations and adjust assumptions in conjunction with Town staff input.
- 2) Prepare a life-cycle asset management plan for water and wastewater infrastructure in accordance with current regulations to address existing and future replacement/rehabilitation needs:
  - i. Meet with Town staff to review inventory records;
  - ii. Review the Town’s existing 10-year capital forecast for water and wastewater works;
  - iii. Assess asset condition in accordance with standard engineering practices; and
  - iv. Review engineering reports, maintenance records, and growth-related works identified in the Town’s Development Charge Background Study in order to

determine the portion of capital works that will be supported through Development Charges as growth related.

- 3) Prepare an analysis of various approaches to finance capital works:
  - i. Consider alternatives to finance the works identified in the asset management plan;
  - ii. Identify annual contributions to Reserve Funds necessary to finance the replacement/rehabilitation of infrastructure;
  - iii. Identify the appropriate scope of work/costs included in the replacement and rehabilitation of water and wastewater infrastructure; and
  - iv. Review this analysis with Town staff prior to proceeding with rate determination.
- 4) Prepare an analysis of operating costs and revenues:
  - i. Identify operating costs over the 10-year planning period;
  - ii. Review allocations between the tax-supported budget and the water and wastewater user-pay budgets; and
  - iii. Assess cost implications arising from the consumption forecast.
- 5) Perform an analysis of rate structures:
  - i. Evaluate various rate structures for reasonableness and impacts on policy issues;
  - ii. In addition to separate rates by system, consider the option of a 'blended rate' approach, including highlighting impacts to the current users from both systems; and
  - iii. Summarize the alternatives and provide a memorandum for review with Town staff.

### Meetings

The Consultant shall meet with Town staff to discuss the overall process and obtain information related to consumption, capital works, finances, and operations. Additionally, the Consultant will meet with Town staff to present analysis and findings for discussion before proceeding at key stages. This entails at least three (3) staff meetings. Meeting can be in person or remote phone meetings.

The Consultant may be required to conduct a working session for Council and/or staff, prior to holding a public meeting to allow Council members to consider the issues and provide feedback.

The Consultant will conduct a public meeting subsequent to the Council working session and the preparation of the draft report. This will involve at least one public presentation, with summary handouts available to interested members of the public.

Town staff will arrange for the meeting(s), give proper notice, and will participate in the meeting(s) with the Consultant.

### Final Report

Subsequent to the public meeting and final consultation with Town staff, the Consultant shall prepare ten (4) bound and one electronic copy of the final report.

The Report shall include the 10-year cost recovery plans prepared as part of tasks outlined above for capital and operating programs from a life cycle perspective. These plans should provide contingencies for variations due to increased capital costs or fluctuations in consumption patterns.

The Report shall include a program to implement proposed water and wastewater rates and must consider any limitations in the existing water and wastewater billing software as well as the Town's financial and human resources.

The Report shall include a comparison of the proposed rates with similar municipalities.

The Report shall include draft by-laws for water and wastewater fees and charges for presentation to Council.

The final report must be concise, understandable to the layperson and well presented. All complex and technical data shall be confined to appendices

## **4. Evaluation and Selection**

### **4.1 Evaluation Team**

The evaluation of Proposals will be undertaken on behalf of the Town by the Evaluation Team. The staff-based Evaluation Team may consult with others including Town staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the Town.

### **4.2 Evaluation Criteria**

The Evaluation Team will compare and evaluate all Proposals to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal, which is most advantageous to the Town, using the following criteria:

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a

comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

<b>Criterion</b>	<b>Weight</b>
Company Profile, Qualifications and Experience	20%
Demonstrated Ability to meet Town Requirements	25%
Proposal Clarity/Presentation	10%
Value Added Services	10%
Municipal References and Transition Plan	10%
<b>Total</b>	<b>100%</b>

### **4.3 Discrepancies in Proponent's Financial Proposal**

If there are any obvious discrepancies, errors or omissions in the Proponent's financial Proposal, the Town shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the Proposal as submitted.

### **4.4 Indemnification and Insurance**

The successful Proponent shall indemnify, defend and save harmless the Town of South Bruce Peninsula from and against any liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employee of the Proponent 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 Proponent 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 Town and subject to limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

The successful Proponent shall provide and maintain during the term of the Contract liability insurance in respect to owned and leased licensed Motor Vehicles subject to a limit not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. Liability insurance coverage shall not be subject to a deductible.

It is understood and agreed that the coverage provided by the policy will not be changed or amended in any way nor cancelled until thirty (30) days after written notice of such change or cancellation shall have been given to all Additional Insured.

At the time of entering into the contract, the successful Proponent shall provide evidence in the form of a Certificate of Insurance of the insurance coverage to the Town in respect to this Contract.

If the contract period extends beyond the term of the insurance policy, the successful Proponent shall provide to the Town a renewed insurance certificate thirty (30) days prior to the policy's expiry date.

#### **4.5 Additional Information**

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Team may make such requests to only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

#### **4.6 Interviews**

The Evaluation Team **may**, at its discretion, invite some or all the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

#### **4.7 Multiple Preferred Proponents**

The Town reserves the right and discretion to divide up the Services; either by scope, geographic area, or other basis as the Town may decide and select one or more Preferred Proponents to enter into discussions with the Town for one or more Contracts to perform a portion or portions of the Services. If the Town exercises its discretion to divide up the Services, the Town will do so reasonably having regard for the Proposal and the basis of Proposals.

In addition to any other provision of this Proposal, Proposals may be evaluated based on advantages and disadvantages to the Town that might result or be achieved from the Town dividing up the Services and entering into one or more Contracts with one or more Proponents.

#### **4.8 Negotiation of Contract and Award**

If the Town selects a Preferred Proponent or Preferred Proponents, then it may:

- (a) Enter into a Contract with the Preferred Proponent(s); or
- (b) Enter into discussions with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s), including financial terms, and such discussions may include:
  - i. Clarification of any outstanding issues arising from the Preferred Proponent's Proposal;

- ii. Negotiation of amendments to proposed work plan and/or scope of the Proposal of the Preferred Proponent
- iii. Negotiation of amendments to the Preferred Proponent's price and/or scope of Services if:
  - The Preferred Proponent's financial Proposal exceeds the Town's approved budget, or
  - The Town reasonably concludes the Preferred Proponent's financial Proposal includes a price that is unbalanced, or
  - A knowledgeable third party would judge that the Preferred Proponent's price materially exceeds a fair market price for services like the Services offered by the Preferred Proponent as described in the Preferred Proponent's Proposal; or
- iv. If at any time the Town reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the Town may then either open discussions with another Proponent or terminate this Proposal and retain or obtain the Services in some other manner.

## **5. Selected Proponent Standard Terms and Conditions of Contract**

The Performance Standard Terms and Conditions form a part of each Proposal and shall apply to the Selected Proponent's contract for the award. The Standard Terms and Conditions are meant to supplement but not supersede the terms and conditions of any competitive Proposal document, contract or agreement. In the event of a conflict or inconsistency, the terms and conditions in this section of the Proposal will govern.

### **5.1 Insurance**

The Selected proponent shall submit the required insurance certificate within seven days of notification for the award.

#### **a) Professional Liability Insurance/Error and Omissions Insurance**

The Professional Liability Insurance/Error and Omissions Insurance shall not be less than Five Million Dollars (\$5,000,000). This insurance shall include protection against claims that might be brought against the Town by an employee or vendor and protective coverage for all sub-contracted operations.

The Selected Proponent shall be required to pay any deductible amounts in connection with all insurance policies.

## **b) Workplace Safety and Insurance**

The Proponent certifies that it is in full compliance with the Workplace Safety and Insurance Act. A copy of a Clearance Certificate from the Workplace Safety and Insurance Board must be submitted by the Proponent upon notification of the award of the contract and prior to commencing work.

## **5.2 Termination of Contract**

Subject to the provisions below, the Contract may be terminated by the Town upon thirty (30) days advance written notice to the Selected Proponent; if any work or service hereunder is in progress, and not completed as of the date of termination, then the Contract may be extended upon written approval of the Town until said work or services are completed and accepted.

- (a) Termination for Convenience – The Town may terminate this Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.
- (b) Termination for Cause – In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Selected Proponent shall not be entitled to termination costs.
- (c) Termination Due to Unavailability of Funds in Succeeding Fiscal Years – If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract, in a subsequent fiscal year, then the Contract shall be cancelled and, to the extent permitted by law, the Selected Proponent shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of supplies or services delivered under the Contract.

## **5.3 Billing and Invoices**

All payments will be made within 30 days from receipt of an approved invoice. Where there is a question of non-performance involved, payment in whole or in part, where non-performance is noted and if any adjustments are required, will be withheld.

## **6. General Conditions**

### **6.1 Proponent's Minimum Qualifications**

Proponents shall demonstrate that they have the resources and capability to provide the materials and services as described herein. Each insurer must provide evidence of long-term financial strength and viability including Financial Statements and AM Best rating. Proponents (brokers and insurers) must provide evidence of municipal experience including familiarity with operations and associated risk as well as demonstrated comprehensive knowledge of legislation governing municipal operations.

## **6.2 No Town Obligation**

This Proposal does not commit the Town in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract, and the Town reserves the right to at any time reject all Proposals, and to terminate this Proposal process.

## **6.3 Proponent's Expenses**

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the Town or its Representative(s) and consultants, relating to or arising from this Proposal. The Town and its Representative(s), agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this Proposal.

## **6.4 No Contract**

By submitting a Proposal and participating in the process as outlined in this Proposal, Proponents expressly agree that no contract of any kind is formed under, or arises from, this Proposal, prior to the signing of a formal written Contract.

## **6.5 Conflict of Interest**

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the Town, its elected or appointed officials or employees. The Town may rely on such disclosure.

## **6.6 Solicitation of Council Members, Town Staff and Town Consultants**

Proponents and their agents will not contact any member of the Town Council, Town staff or Town consultants with respect to this Proposal, other than the Town Representative(s) named in section 2.5, at any time prior to the award of a contract or cancellation of this Proposal.

## **6.7 Confidentiality**

All submissions become the property of the Town and will not be returned to the Proponent. All submissions will be held in confidence by the Town unless otherwise required by law. Proponents should be aware that the Town is a "public body" defined by and subject to the Freedom of Information and Protection of Privacy Act of Ontario.



**Schedule B – Form of Proposal**

(Return all of Schedule B with the Proposal Package Submission)

**Contact Information of the Proponent**

Legal Name of the Proponent or Individual

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Mailing & Courier Delivery Address with Postal Code

---

---

Telephone Number

Fax Number

---

HST Number

---

For Any Questions Regarding the Proposal Name the Contact Person and Their Title

Contact's email address

---

Authorized Signature

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**Submission Label**

Please Complete and attach to submission

-----  
FROM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Please complete above)*

**Deliver to:**

**Lara Widdifield, C.E.T., Director of Public Works**  
The Corporation of  
The Town of South Bruce Peninsula  
315 George St, PO Box 310  
Warton, Ontario  
N0H 2T0

Proposal: 19-34

Water and Wastewater Rate Study and Financial Plan

Closing Date: Tuesday, December 3, 2019; 3:00pm local time