



MUNICIPALITY OF VAL RITA-HARTY

REQUEST FOR PROPOSAL

RFP-2022-003

Consulting and Engineering Services

Design and Construction of Val Rita WTP Upgrade

Date Issued	October 5, 2022
Deadline for Questions	October 21, 2022
Deadline for Submission	November 4, 2022, 2 PM Local Time
Mandatory Site Visit	October 12, 2022, 1 PM Local Time
Project Contact	Jimmy Coté, CAO Municipality of Val Rita-Harty 106 Government Road Val Rita-Harty, Ontario P0L 2G0 Phone: (705) 335-6146 Email: CAO@valharty.ca

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Additional Bid Documents

- Drinking Water Works Permit, Municipal Drinking Water Licence, Permit To Take Water
- Val Rita Drinking Water System 2021 Annual Compliance and Summary Report, OCWA
- Val Rita Water Plant - Treatment System Feasibility Study, A.M. Project Assistants, 2019
- GUDI Assessment, Val Rita Hardy Municipal Water Supply, Harden Environmental Services Ltd, 2018
- Val Rita Waterworks Contract 2, August 1991, TSH (As-constructed drawings)
- Val Rita Water System O. Reg 459/00 Upgrades, March 2004, TSH (For-record drawings)

1 Introduction

The Municipality of Val Rita-Harty, referred to as “the Municipality”, is requesting proposals from qualified professional engineering Consultants to provide design, tendering, and construction contract administration services for major upgrades at the Val Rita water treatment plant (WTP), located at 6 Avenue Des Aulnes, at the intersection with Rue Municipale. Val Rita is on Highway 11, between Kapuskasing and Hearst, within the District of Cochrane.

1.1 BACKGROUND

The Val Rita drinking water system is a Large Municipal Residential System, owned by the Municipality and operated by the Ontario Clean Water Agency (OCWA). The system serves a population of 372 through 145 service connections (2020).

The water treatment process includes pre-chlorination, coagulation, flocculation, gravity filtration, and post chlorination. The WTP, commissioned in 1991, comprises two drilled bedrock wells, each equipped with 1.5 kW well pumps rated at 300 L/min, an Ecodyne Monoplant package water filtration system for iron removal, a 3-cell underground clearwell and chlorine contact chamber with a volume of 423 m³, a high lift pump well with a volume of 181 m³, and five vertical turbine high lift pumps with capacities ranging between 5 L/s and 38 L/s. The system also includes a 1,000 L hydro-pneumatic pressure tank and a 100 kW backup diesel generator.

The WTP operates under the following permits and licenses:

- Municipal Drinking Water Licence (MDWL) No. 298-101 and Drinking Water Works Permit (DWWP) No. 298-201.
- Permit to Take Water (PTTW) No. P-300-9076688999.

The rated capacity of the WTP, in accordance with the MDWL, is 432 m³/day. The maximum capacity of the wells, in accordance with the PTTW, is 300 L/min up to 432 m³/day.

The average day and maximum day demands in 2020 were 129 m³/day and 315 m³/day, respectively.

The groundwater source has high concentrations of iron (up to 3 mg/L) and manganese (up to 0.6 mg/L) as well as high levels of dissolved organic carbon (DOC). The WTP cannot achieve the required level of treatment to reduce manganese to 0.12 mg/L (Canadian Drinking Water Quality MAC) nor to 0.05 mg/L (Ontario Aesthetic Objective). The WTP does not achieve high levels of DOC reduction. High levels of chlorine used for iron and manganese oxidation, combined with low levels of DOC reduction, are causing concern with TMH formation in the drinking water. The WTP equipment and piping are severely corroded in the inadequately ventilated building.

The wells, drilled in fractured bedrock, have been considered non-GUDI based on the bacteriological groundwater quality. Although an assessment completed in 2018 concluded the bedrock source does not have an effective hydraulic connection to surface water, the Municipality has concerns that the groundwater may be vulnerable to surface water influences.

The Municipality has secured funding for this project through the Investing in Canada Infrastructure Program (ICIP): Green Infrastructure Stream.

1.2 PROJECT OBJECTIVES

The main objective is to identify and design a replacement water treatment facility that will produce drinking water that meets all Ontario Drinking Water Quality Standards (O. Reg. 169/03) and achieve the Health Canada MAC and the Ontario Aesthetic Objectives for manganese, iron and hardness. The design must also provide the required level of disinfection and minimize the potential for the formation of THMs and HAAs, to minimize risk to the Val Rita customers, in accordance with O. Reg. 170/03.

The project includes:

- Replacement of the package water treatment unit with a treatment system of the same capacity.
- Addition of softening equipment.
- Addition of UV disinfection for primary disinfection, followed by chlorination for secondary disinfection.
- Replacement of the HVAC equipment to provide adequate ventilation and comply with all applicable codes.
- Electrical upgrades to comply with all applicable codes, and a new PLC, MCCs and SCADA system.
- Structural upgrades to the WTP building. A building expansion can be accommodated on the site. The main entrance is to be moved to the street-side of the building.
- Provision of an office, laboratory and washroom.
- Replacement of the high lift pumps.
- Inspection, cleaning and repairs to the clearwell and associated valves.
- Improvements to site access for large trucks.

The wells, building, clearwell, and exterior generator do not need replacement.

The rated capacity of the WTP does not need to change.

1.3 REFERENCE DOCUMENTS

Attached to this Request for Proposal are the following documents, provided to assist the Consultant in developing an understanding of the project requirements:

- Permit To Take Water, Drinking Water Works Permit and Municipal Drinking Water Licence.
- Val Rita Drinking Water System 2021 Annual Compliance and Summary Report, OCWA.
- Val Rita Water Plant - Treatment System Feasibility Study, A.M. Project Assistants, 2019.
- GUDI Assessment, Val Rita Hardy Municipal Water Supply, Harden Environmental Services Ltd, 2018.
- As-constructed drawings: Val Rita Waterworks Contract 2, August 1991, TSH
- For-record drawings: Val Rita Water System O. Reg 459/00 Upgrades, March 2004, TSH.

Other background documents will be made available to the successful Consultant, including water quality data, wells inspection and testing report, and documents regarding the project funding.

2 Scope of Work

The following work phases need to be completed by the Consultant:

- Field investigations
- Treatment concept development and testing
- Public consultation
- Preliminary and detailed design
- Contractor pre-qualification
- Tendering assistance
- Construction contract administration and inspection
- Warranty period administration and inspection

The following sections identify key aspects (services) for each work phase.

2.1 FIELD INVESTIGATIONS

The following field investigations of the WTP site are to be included in the proposed work plan:

- Utility locates (Quality Level B)
- Topographical survey of the entire WTP property, including all structures and features.
- Geotechnical investigation.

The scope of the field investigations is to be determined by the Consultant based on their plans for the WTP upgrades and should provide the necessary information to support the detailed design.

The Consultant should identify any additional field investigations that are deemed necessary and include them in their proposed scope of work.

The Consultant will be responsible for coordinating and overseeing the field investigations and reviewing the results for incorporation in the design as required.

Costs for the topographic survey and geotechnical investigation are to be included in the Fee Proposal.

2.2 TREATMENT CONCEPT DEVELOPMENT AND TESTING

The scope of work is to include:

- Project kick off meeting and site visit to review existing conditions.
- Develop and assess water treatment concepts/options that can provide the required level of treatment for the existing groundwater quality. This task is to include, but not limited to:
 - Pilot or bench-scale testing of two treatment options to demonstrate the required performance can be achieved. Alternatively, detailed performance data with similar groundwater quality conditions will be considered.
 - Comparative assessment of the two treatment options considering performance, reliability, complexity, space requirements, wastewater production, operation and maintenance requirements, energy efficiency, capital costs, O&M costs, and other factors as appropriate.
 - Draft and final assessment report with recommendation on the preferred water treatment concept.
 - Meeting with the Municipality.

2.3 PUBLIC CONSULTATION

Although there are no requirements to consult under the *Canadian Environmental Assessment Act* or the *Impact Assessment Act*, and there is no legal duty to consult with Aboriginal peoples for this project, public consultation is required by the Municipality. The purpose is to engage the community residents and potentially affected stakeholders to: gain an understanding of the concerns with the drinking water quality, at the early stage of the project; keep the residents informed as the design of the WTP upgrade project is advanced; and offer stakeholders the opportunity to comment on the project.

The scope of work is to include:

- Public and stakeholder consultation plan, to be approved by the Municipality.
- Consultation and information at the concept development stage and when design is approximately 60% complete. These can be assumed to consist of two in-person meetings at the community centre.

2.4 PRELIMINARY AND DETAILED DESIGN

The scope of work for the design phase is to include:

- Preliminary design of the preferred treatment option.
- Preliminary WTP layout and site layout, and preliminary construction phasing plan. The Municipality is considering a building expansion to house the new treatment equipment and use of the existing building for auxiliary purposes. However, it is the responsibility of the consultant to develop a recommended configuration of the WTP upgrades for the Municipality's review and concurrence.
- Design of a temporary power system and water treatment system, as necessary for the implementation of the project without interrupting services to the residents.

- Design drawing submissions when 30%, 60%, 90% complete and when tender ready.
- Construction cost estimates updated with each design submission.
- Technical specifications, in divisional format, submitted in draft at 90% complete stage.
- Tender document, with all required general terms and conditions, following the Municipality's template.
- Tender-ready submission to be provided as two hard copies and pdf.
- Pre-tender cost estimate and Schedule of Items and Prices.
- Design review meetings (3) with the Municipality following the 30%, 60%, and 90% complete design submissions to discuss the project requirements and Municipality's comments.

The Consultant is to assist the Municipality with obtaining the necessary permits and approvals, including:

- Prepare and submit the application to MECP for the Schedule C amendment to the DWWP on behalf of the Municipality. Follow up with the MECP and address technical questions until the Schedule C is received.
- Assist with the preparation and submission of the MECP Director Notification Form following construction.
- Assist with obtaining a Building Permit.

2.5 CONTRACTOR PRE-QUALIFICATION

The Consultant is to conduct a Contractor pre-qualification process to develop a list of qualified General Contractors. The scope of work is to include:

- Prepare a Request for Pre-qualification for general contractors and major sub-contractors (civil/site works, process, mechanical, and electrical).
- Distribute the pre-qualification submission request to construction associations and to a list of potential General Contractors and sub-contractors that will be established in discussion with the Municipality.
- Review the pre-qualification submissions and recommend pre-qualified General Contractors and sub-contractors.

2.6 TENDERING ASSISTANCE

The required scope of work consists of assisting the Municipality with the tendering process. Specifically, the following tasks will be required:

- Assemble the tender documents and issue to the pre-qualified General Contractors.
- Coordinate and attend a bidders' site visit, and prepare and distribute a summary of questions and answers during the site visit.
- Respond to queries during the tender period and prepare addenda as required.
- Review the tender submissions and prepare a tender report with recommendation for award to the Municipality.

2.7 CONSTRUCTION ADMINISTRATION AND INSPECTION

For the proposal, assume that the construction contract will have a duration of 24 months and the active construction period will have a duration of 18 months.

The following tasks must be completed during the construction phase:

- Construction inspection for an average of 10 hours per week for an assumed period of 18 months, with daily inspection reports. A detailed photographic record of the construction progress and conflicts is to be included in the inspection reports, which are to be made available to the Municipality upon request.
- Contract administration and technical support, for an average of 16 hours per week for an assumed period of 24 months, including review of the Contractor's schedule, shop drawing reviews, review of payment applications and recommendations for payment, review of Requests for Information (RFIs), issuing RFQs and preparing Change Orders (CCOs), issuing Site Instructions, etc. Contract administration also includes:
 - Coordinate, attend and chair a pre-construction meeting and monthly construction meetings with the Contractor, including agendas and minutes of meetings.
 - Coordinate and arrange for all field testing.
 - Assist and participate in the testing, commissioning, operator training and trial operation of the WTP upgrades.
 - Prepare the Substantial Performance Certificate.
 - Prepare a deficiency list prior to Substantial Completion, and update as deficiencies are addressed or added.
 - Review the Contractor's equipment operation and maintenance manuals.
 - Conduct a final acceptance inspection to confirm completion, proper operation and compliance with drawings and specifications.
- Preparation of For-record drawings.
- Preparation of an operation and maintenance manual for the upgraded WTP.

2.8 WARRANTY PERIOD ADMINISTRATION AND INSPECTION

The Consultant should base their proposal on 100 hours of contract administration and inspection during a 12-month warranty period, including:

- Inspection and technical support to resolve deficiencies and unfinished work.
- Review and assessment of warranty related issues.
- Final inspection.
- Final Completion Certificate.

3 Project Schedule and Milestones

Project milestones are provided below to meet the Municipality’s schedule. The Consultant is to propose a project schedule reflecting project commencement and utilizing their professional judgement on the staggering of tasks.

Table 1: Milestone Dates

MILESTONE	COMPLETION DATE
Expected Consultant contract award	November 16, 2022
Tender-ready documents submission	December 23, 2023
Construction Substantial Performance	December 2025
End of 1-year warranty period	December 2026

4 Proposal Submission Requirements

A complete Proposal submission shall include:

- Technical Proposal, including the completed Schedule A – RFP Information
- Fee Proposal

4.1 TECHNICAL PROPOSAL

The Consultant is required to prepare a Technical Proposal that will describe the following:

- Project understanding.
- Proposed approach and work plan, addressing the above scope of work.
- Approach to project management, communication and quality control.
- Project schedule in a Gantt chart.
- The firm’s corporate profile.
- Description of at least 3 water treatment plant projects that include design, tendering and construction phase responsibilities, of similar scope and size, completed in the past 5 years. Include the name of key staff and role, and client contacts.

- Listing of the proposed key team members and sub-consultants, including their proposed role, qualifications, expertise, and relevant experience.
- Team organization chart.
- Completed Schedule A – RFP Information

4.2 FEE PROPOSAL

The Consultant is to submit a separate Fee Proposal containing:

- Proposed total pricing, as an upset limit fee and expenses budget for the design phase and separately for the construction phase that will not be exceeded without prior written approval by the Municipality.
- Detailed hours and fee table presenting for each task in the work plan, the hours assigned to each Consultant team member, fees, mileage and other expenses, and Sub-consultant budgets.
- Hourly rates for all proposed team members, to be maintained through 2022 and 2023.
- Assumptions made and exclusions from the proposed work plan and fee proposal.

The Municipality will pay directly for all advertisements and review or permit fees.

4.3 SUBMISSION

4.3.1 Proposal Submission

Proposals can be emailed in a pdf format or delivered as a hard copy to the Municipality.

If the proposal is submitted has a hard copy, it should be delivered in a sealed envelope with the following contents:

- Two original copies of the Technical Proposal in a sealed envelope labelled with the name of the Proponent and marked “Technical Proposal”. No fees shall be included in the Technical Proposal.
- One original copy of the Fee Proposal in a sealed envelope, labelled with the Proponent’s name and marked “Fee Proposal”.

The outside of the sealed Proposal package must be prominently marked with: “RFP-2022-003- Design and Construction of Val Rita Water Treatment Plant Upgrades”. It must include the full legal name and return address of the Consultant and the Proposal Submission Deadline date and time.

Proposals must be delivered to the Municipality office at the following address:

Jimmy Coté, CAO
Municipality of Val Rita-Harty
106 Government Road
Val Rita-Harty, Ontario P0L 2G0

Proposals submitted by e-mail are to be sent as two separate pdf documents labelled:

- Technical Proposal – Val Rita WTP Upgrades

- Fee Proposal – Val Rita WTP Upgrades

Proposals submitted in pdf format are to be e-mailed to: CAO@valharty.ca

Consultants must ensure their proposal is received by the Municipality on or before:

2:00 p.m. local time on November 4, 2022.

Late or faxed submissions will not be accepted.

The onus remains solely with Consultants to instruct courier/delivery personnel to deliver the proposal submissions to the location specified before the closing date and time. Commercial courier envelopes or packages must be clearly marked with the RFP title in order to ensure proper handling of the submission by the Municipality staff. Consultants assume sole responsibility for late deliveries if these instructions are not strictly adhered to.

Proposals submitted in any other manner will be disqualified. Proposals submitted after the Proposal Submission Deadline will be disqualified. Late proposals will be returned unopened to the Consultant.

4.3.2 Site Visit and Questions

Questions on any part of this RFP must be referred to Jimmy Coté, CAO, before October 21, 2022. Only questions submitted by email to CAO@valharty.ca will be considered. Responses to all questions will be provided in writing by e-mail.

A mandatory site visit will be held on October 12, 2022, 1 pm, at the Val Rita WTP.

4.3.3 Amendments and Withdrawals

At any time prior to the Proposal Submission Deadline, a Consultant may amend or withdraw a submitted proposal. The right of a Consultant to amend or withdraw a proposal includes amendments or withdrawals wholly initiated by the Consultant and amendments or withdrawals in response to subsequent information provided by the Municipality. Any amendment should clearly indicate what part of the proposal the amendment is intending to replace. Any amendment or notice of withdrawal must be submitted in the same manner as prescribed in this RFP for the submission of proposals. Any amendment or notice of withdrawal submitted by any other method will not be accepted.

4.3.4 Irrevocable Period

Proposals shall remain irrevocable in the form submitted by the Consultant for a period of 60 days from the Proposal Submission Deadline.

4.3.5 Clarification

The Municipality reserves the right to seek clarification and supplementary information from Consultant after the Proposal Submission Deadline. Any response received by the Municipality from a Consultant shall, if accepted by the Municipality, form an integral part of that Consultant's proposal.

4.3.6 RFP Incorporated into Proposal

All the provisions of this RFP are deemed to be accepted by each Consultant and incorporated into each Consultant's proposal.

4.3.7 Proposal Property of the Municipality

Except where expressly set out to the contrary in this RFP, the proposal and any accompanying documentation submitted by a Consultant shall become the property of the Municipality and shall not be returned.

5 Proposal Evaluation

The Municipality will conduct the evaluation of proposals in two steps. In Step 1, the Municipality will evaluate each proposal based on the non-financial rated criteria as set out below:

Table 2: Technical Proposal Evaluation (80%)

CRITERIA DESCRIPTION	WEIGHT FACTOR
Corporate qualifications, expertise and experience	20
Project understanding	20
Work Plan, Approach and Schedule	30
Proposal completeness and presentation	10

Step 2 will consist of a scoring of the submitted pricing of each qualified proposal. Each Fee Proposal will receive a percentage of the total possible points allocated to price by dividing the lowest proposal price by the consultant's price.

$(\text{Lowest proposal price}) / (\text{Consultant's price}) \times 20 \text{ points} = \text{Pricing Score}$

The evaluation of the Fee Proposal will be undertaken after the evaluation of the Technical Proposal.

The score from Step 2 will be added to identify the top-ranked consultant.

It is the intent of the Municipality to award to the top-ranked Proponent.

If only one proposal is received at the time of closing, the CAO will either open or reject the Proposal. A rejected Proposal will be returned unopened to the Consultant. A decision to reissue the RFP will be made by Council.

The acceptance and award of the Contract and execution of an agreement or contract may be subject to approval by the Council of the Municipality of Val Rita-Harty.

6 General Terms and Conditions

6.1 INSURANCE AND INDEMNIFICATION

The Successful Proponent shall, at its own expense, obtain and maintain until the termination of the contract and provide the Municipality with evidence of:

- Comprehensive general liability insurance on an occurrence basis for an amount not less than Two Million (\$2,000,000) dollars and shall include the Municipality as an "Additional Insured" with respect to the Proponent's operations, acts

and omissions relating to its obligations under this Agreement, such policy to include personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross-liability and severability of interest clauses;

- WSIB Registration and coverage in accordance with the applicable regulatory requirements for the Successful Proponent and any worker that may be dispatched to undertake work on Municipal property, appropriate to the type and quantity of work proposed to be provided – see below for specific proof requirements.

The Successful Proponent shall not commence work until such time as evidence of insurance has been filed with, and approved by, the CAO. The Successful Proponent shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date for the duration of the contract.

The Successful Proponent shall indemnify the Municipality, its Councillors, employees, and/or agents from all damage, damages, losses, costs, claims, demands, actions, suits, or proceedings which may arise, directly or indirectly, as a result of the negligent, or wrongful acts, or omissions, of the Successful Proponent, its employees and/or agents in the performance, or purported performance, of any of its obligations under the Contract, whether or not such claims are initiated by third parties or arise between the parties.

6.2 WORKPLACE SAFETY AND INSURANCE BOARD

The Successful Proponent shall furnish a Certificate from the Workplace Safety and Insurance Board (WSIB). This Certificate shall be furnished prior to commencement of Contract. The Successful Proponent further agrees to maintain that good standing with the WSIB throughout the term of the Contract. The Successful Proponent shall be required to produce a Certificate of Clearance from the Workplace Safety and Insurance Board from time to time during the Contract.

6.3 SAFETY

The Successful Proponent shall comply with Provincial and local statutes, in particular the *Occupational Health & Safety Act* and Regulations. The Successful Proponent shall use a regular system of safety inspections to detect and correct hazardous conditions, safety violations, and unsafe work practices; if applicable.

6.4 ACCESSIBILITY

All information and documents provided during public consultation and all final documents must be accessible according to the Accessibility for Ontarians with Disabilities Act (AODA).

6.5 TAXES

All prices indicated in Proposals shall be quoted in Canadian Dollars. Harmonized Sales Tax (HST) must be shown separately from the price submitted in the Consultant's proposal.

6.6 SUBMISSION REQUIREMENTS

The selected Consultant must be registered to conduct business in Ontario and in compliance with all applicable laws in Ontario and Canada.

No payment will be provided for the preparation and submission of Proposals.

Final selection will be based upon an assessment of the merits of the Proposals submitted.

The Municipality of Val Rita-Harty reserves the right to refuse the lowest or any proposal.

Should a Proponent find discrepancies or omissions from the RFP prior to the closing date, the Municipality of Val Rita-Harty is to be contacted as soon as possible.

6.7 EXECUTION OF AGREEMENT

6.7.1 Selection of Proponent

The Municipality anticipates that a consultant will be selected within 60 days of the Proposal Submission Deadline. Notice of selection to the selected consultant will be in writing. The Consultant will be required to enter into an agreement for professional consulting services with the Municipality using the most recent Consulting Engineers of Ontario (CEO) Client/Engineer Agreement for Professional Consulting Services.

6.7.2 Failure to Enter Agreement

If the selected Consultant fails to execute the Agreement or satisfy any other applicable condition within 10 business days of notice of selection, the Municipality may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Consultant.

6.7.3 Notification to Other Proponents of Award and Debriefing

Once an Agreement is executed between the successful Consultant and the Municipality, the other consultants will be notified by the Municipality in writing of the award of the project to the successful Consultant. If requested in writing by a consultant, the Municipality will provide a debriefing of Municipality's evaluation of that Proponent's proposal.

6.8 PROHIBITED COMMUNICATIONS & CONFIDENTIAL INFORMATION

6.8.1 Prohibited Proponent Communications

Any attempt on the part of any consultant or any of its employees, agents, contractors or representatives to contact any person other than the Municipality's contact with respect to this RFP, will be grounds for disqualification. For clarification and without limiting the generality of the foregoing, no attempt will be made to contact any member of the Municipality's Evaluation Team, elected officials or any expert or other adviser assisting the Municipality's Evaluation Team, or any staff of the Municipality. In such event, and without any liability, the Municipality may, in its sole and absolute discretion, in addition to any other remedies available at law, disqualify the Proposal submitted by the Consultant.

6.8.2 Proponent Not to Communicate with Media or any other Organization

A consultant may not at any time directly or indirectly communicate with the media or any other organization in relation to this RFP or any contract awarded pursuant to this RFP without first obtaining the written permission of the Municipality contact.

6.8.3 Confidential Information of the Municipality

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

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

6.8.4 Municipal Freedom of Information and Protection of Privacy Act

Information provided by a consultant may be released in accordance with the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990, c.M 56, as amended. A Consultant should identify any information in its Proposal or any accompanying documentation for which confidentiality is to be maintained by the Municipality. The confidentiality of such information will be maintained by the Municipality, except where an order by the Information and Privacy Commission or a court requires the Municipality to do otherwise

6.9 TERMINATION

In the event that the Consultant fails to comply with any provision of the Contract or otherwise fails to perform its obligations hereunder in a competent manner satisfactory to the Municipality, the Municipality may give notice in writing to the Consultant of such failure. In the event that the Consultant has not remedied its failure within ten (10) days of the said notice, the Municipality shall be entitled to exercise any one or more of the following remedies:

- The Municipality may terminate the Contract without further notice and exercise its legal rights.
- The Municipality may withhold any payment due to the Consultant hereunder until the Consultant has remedied its failure.

Schedule A RFP Information Form