

APPENDIX C

COLWYN BOROUGH RFP PROPOSAL

TRANSMITTAL LETTER

Borough of Colwyn
221 Spruce St.
Colwyn, PA 19023

Re: Response to Colwyn Borough Municipal Wastewater Systems RFP

Dear Colwyn Borough:

_____ (the “**Respondent**”) hereby submits the attached Proposal in response to the Colwyn Borough Request for Proposals for the Purchase the Wastewater System of the Borough of Colwyn (the “**RFP**”) issued on October 9, 2017, as amended.

The undersigned Respondent hereby unconditionally and irrevocably offers to purchase the Borough of Colwyn Wastewater System for identified wastewater facilities owned and operated by the Borough.

The Respondent, by its undersigned duly-authorized representative, hereby covenants, certifies, represents, and warrants to the Borough of Colwyn (the “**Borough**”) as follows in connection with this Proposal:

1. ***RFP and Appendices Acknowledgement.*** The Respondent acknowledges receipt of the RFP and all Appendices.
2. ***Due Authorization.*** The submittal of the Proposal has been duly authorized by, and in all respects is binding upon, the Respondent.
3. ***Completeness; Warranty as to Proposal Information.*** The Respondent has submitted the initial submission and all required RFP Appendices, and such Appendices are a part of this Proposal. All information and statements contained in the Proposal are current, correct and complete, and are made with full knowledge that the Borough will rely on such information and statements in determining which Proposals are responsive and responsible, and in ultimately selecting the Proposal deemed most advantageous to the Borough and executing the Agreement.
4. ***Proposal Effective Period.*** This Proposal and offer shall remain in effect and irrevocable until 5:00 p.m. Eastern Time on January 31, 2018 (the “**Termination Time**”).
5. ***Agreement Execution.*** If at any time prior to the Termination Time, the Borough should give written notice to the Respondent, at the address specified below, that it is prepared to enter into the Sale Agreement with the Respondent, the Respondent agrees to execute and deliver the

Purchase Agreement to the Borough and within five (5) business days of such notice or delivery of the Purchase Agreement, whichever is later.

6. **Debarment.** Neither the Respondent, nor any other member of the Respondent's project team is currently suspended or debarred from doing business with any governmental entity.

7. **Contract Disclosures.** Respondent warrants and represents that neither Respondent nor any member of Respondent's team has entered into any arrangement with any person or entity involving a finder's fee, fee splitting, firm affiliation or relationship with any broker-dealer, payments to consultants, lobbyists, or commissioned representatives or other contractual arrangements that could present a real or perceived conflict of interest.

8. **No Litigation.** There is no action, suit or proceeding, at law or in equity, before any court or similar governmental body, against the Respondent, wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the ability of the Respondent to perform its obligations under the Purchase Agreement or the purchase contemplated thereby, or which, in any way, would have a materially adverse effect on the validity or enforceability of the obligations proposed to be undertaken by the Respondent, or any agreement or instrument entered into by the Respondent in connection with the purchase contemplated thereby.

9. **Certain Representations.** The Respondent represents and warrants that (1) Respondent has full power and authority to make this offer and submit this Proposal; (2) Respondent has or will have full power and authority to execute and deliver the Purchase Agreement pursuant to the terms hereof; (3) such actions do not and will not violate the terms of any of the Respondent's organizational documents or any agreement binding upon it or the terms of any Applicable Law; (4) no further consent to this offer or Proposal or to the execution of the Purchase Agreement pursuant to the terms hereof is required to be obtained from any other Person or Governmental Authority; and (5) this offer and Proposal constitute, and the Purchase Agreement, if and when executed pursuant to the terms hereof, will constitute duly authorized, valid and legally binding obligations of the Respondent, enforceable in accordance with their respective terms, except as may be limited by bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or transfers, or other laws affecting creditor's rights generally, and subject to general principles of equity (regardless of whether in law or in equity).

10. **Principal Contact.** The principal contact person who will serve as the interface between the Authority and the Respondent for all communications is:

NAME: _____

TITLE: _____

ADDRESS: _____

PHONE: _____

FAX: _____

EMAIL: _____

Submitted by:

Name of Respondent

Name of Designated Signatory

Signature

Title