



The Corporation of the Town of Essex
Request for Proposal RFP-FS-23-001
Development of Master Fire Plan

Date of Issue: February 22, 2023

Closing Information:

Date: March 22, 2023

Time: 3:00:00 PM Local Time

Location: Town of Essex Municipal Offices

33 Talbot Street South

Essex, Ontario N8M 1A8

Request for Proposal RFP-FS-23-001
Development of Master Fire Plan

Table of Contents

1.	Introduction	5
1.1	Background Information	5
1.2	Closing Date and Time	5
1.3	Opening of Proposals	5
1.4	Corporate Contact	5
2.	Proposal Submissions	6
2.1	Proposal Submission Format	6
2.2	Statement of Qualifications	7
3.	Terms and Conditions	8
3.1	Unauthorized Response	8
3.2	Proposals to Remain Open	9
3.3	Proposal Submissions Irrevocable	9
3.4	Materially False, Incorrect or Misleading Information	9
3.5	Acceptance of Proposal	9
3.6	Cancellation	10
3.7	Changes to Contract	10
3.8	Freedom of Information Act	11
3.9	Accessibility for Ontarians with Disabilities Act	11
3.10	Costs Incurred by Proponent	11
3.11	Insurance	11
3.12	Proof of Insurance	12
3.13	The Occupational Health and Safety Act	12
4.	Indemnity	13

Request for Proposal RFP-FS-23-001
Development of Master Fire Plan

5.	Scope of Work	14
5.1	Master Plan Objectives	15
5.2	Scope of Master Plan	16
5.3	Role of Proponent	17
6.	Project Deliverables	18
7.	Schedule	19
8.	Evaluation of Proposals	19
8.1	Scoring Matrix	19
9.	Interviews (Optional) – 30%	20
10.	Conflict of Interest	20
11.	Security	20
12.	Terms of Contract	20
13.	Failure to Perform	21
14.	Litigation with the Town	21
15.	Reservation of Rights	21
16.	Omissions and Discrepancies	21
17.	Harmonized Sales Tax (HST)	22
18.	Procurement Policy By-Law/Governing Law	22
19.	Addenda	22
20.	Method of Submission	24
20.1	Delivery of Proposals	24
20.2	Delivery Label	24
20.3	Submissions by Facsimile or Email	24
20.4	Mandatory Requirements	24

Request for Proposal RFP-FS-23-001
Development of Master Fire Plan

21.	Award of Contract	25
22.	Final Awarding Information	25
23.	Appendix A – Proponent Identification Sheet	26
24.	Appendix B – Proposal Acknowledgement and Addenda Documents Received	27
25.	Appendix C – Occupational Health and Safety Declaration	28
26.	Appendix D – Proponent Delivery Label	29
27.	Appendix E – Proponent Experience and References	30
28.	Appendix F – Qualifications of Proponent and Staff	32
29.	Appendix G - General Contractor Accessibility Agreement	33
30.	Appendix H – Pricing Summary Sheet (Must be returned with Proposal)	34

1. Introduction

1.1 Background Information

The Town of Essex is located in southwestern Ontario, approximately twenty-eight (28) kilometres southeast of the City of Windsor and is one of seven (7) lower-tier municipalities in the County of Essex. The Town of Essex consists of four (4) distinct and unique Centres — Essex Centre, Colchester Centre, Harrow Centre and McGregor Centre. The current population of the Town of Essex is 20,427.

The primary purpose of this project is to develop an inspirational and memorable vision for the delivery of recreation, culture, parks, and facility services that aligns with Council's priorities and reflects the varied needs and desires of the community.

1.2 Closing Date and Time

Proposals shall be submitted prior to or by **Wednesday, March 22, 2023, at 3:00:00 PM local time**. All proposals received after the specified closing date and time will not be considered.

1.3 Opening of Proposals

There will be no public opening of this Request for Proposal.

All proposal submissions at the time of closing will become property of the Town of Essex.

1.4 Corporate Contact

It is the Proponent's responsibility to satisfy themselves with respect to any inquiries, clarification or requests for additional information regarding this Request for Proposal. All inquiries, clarifications or requests for additional information are to be directed solely to the Town's Corporate Contact as set out below through email contact or written facsimile only. The Town assumes no responsibility for oral instruction or suggestion.

Corporate Contact: Jackson Tang, Assistant Manager, Business Services

Fax: 519-776-8811 Email: jtang@essex.ca

Request for Proposal RFP-FS-23-001
Development of Master Fire Plan

Contact with Town of Essex officials or Town of Essex staff other than the above stated corporate contact on this Request for Proposal, from the date of posting this Request for Proposal up to and including the date of awarding the contract, is not permitted and will be considered grounds for disqualification in the quoting and selection process.

Prospective Proponents who wish to submit queries with respect to this Request for Proposal shall do so by submitting such queries **in writing** to the person named as the Official Corporate Contact. Contact in any other manner will be considered grounds for disqualification in the Proposal process.

2. Proposal Submissions

Submissions shall be in a letter form and must, at a minimum, address the scope as set out in this Request for Proposal under Section 2.2, Section 5, Section 6, Section 7, Appendix I and all mandatory requirements as set out in Sub-Section 20.4.

All proponents should carefully review this Request for Proposal for errors or questionable matter. Comments or the need for clarification must be made in writing as requested in this Request for Proposal. Disputes based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Town of Essex as per the terms set out in this Request for Proposal.

The proposal submission should be clear, concise and complete. The Town of Essex shall have the sole, final decision in the selection process.

2.1 Proposal Submission Format

Proposals must be submitted in a sealed envelope by way of hand delivery, courier service, or mail. All Proposals submitted under Request for Proposal RFP-FS-23-001 must be clearly marked as follows:

Request for Proposal RFP-FS-23-001
Development of Master Fire Plan

Development of Master Fire Plan
Request for Proposal RFP-FS-23-001
Attention: Jackson Tang, Assistant Manager, Business Services
Corporation of the Town of Essex
33 Talbot Street South, Essex, Ontario N8M 1A8

Faxed or e-mailed Proposals provided by any Proponent will be a breach of the Request for Proposal and will result in the total rejection of any Proposals received, or to be received from such Proponent in any form, under this Request for Proposal.

All proponents must complete and submit a Proponent Identification Sheet using the format provided as Appendix A to this Request for Proposal. The Proponent Identification Sheet must be duly signed by a person authorized to bind the Proponent organization and affixed with the corporate seal if applicable.

Proponents must also complete and submit an Acknowledgement of Proposal Documents Received by Proponent and Addenda. The Acknowledgement must be duly signed by a person authorized to bind the Proponent organization and affixed with the corporate seal if applicable.

Additionally, please provide an electronic version in a Microsoft Office compatible electronic format on a standard compact disk (CD) or jump-drive. If there is any discrepancy between the electronic version and the original hard copy, the "original" hard copy shall take precedence.

The Town reserves the right to make additional copies of all submissions for its internal review process and to provide such copies to its staff and external advisors, as it deems necessary.

2.2 Statement of Qualifications

Submissions shall be in letter form and must, at a minimum, address all of the following:

Request for Proposal RFP-FS-23-001
Development of Master Fire Plan

- A description of the Proponent's understanding of the required consulting services, and a description of the design approach to be used by the project team;
- A description of the methodology and techniques to be used by the Proponent;
- A summary of the Proponent's project team (with an organizational chart and resumes) and a description of the corresponding experience of the principal staff in completing similar projects;
- Copies of three recent works of a similar nature as per Appendix E;
- Identification of any specialized services or sub-consultant services to be used on this consulting service contract, with corresponding resumes and fees;
- Availability of the firm's resources and the estimated time that each assigned staff person will spend on this project;
- A description of the assistance that the Proponent expects to receive from Town Staff throughout the duration of this contract.
- Total consulting fee to be charged to the Town of Essex to complete all tasks as outlined in Section 5, Scope of Work which will represent the maximum upset fees that shall not be exceeded. The proposed cost estimate is to be inclusive of all professional fees, travel expenses and other out-of-pocket expenses. All overhead and support will be the consultant's responsibility. The Town of Essex may investigate as it deems necessary to determine the ability of the Proponent to perform and the Proponent shall furnish the Town of Essex all such information and data for this purpose as the Town of Essex may request.

The Town of Essex reserves the right to reject any Proposal if the evidence submitted by or investigation of such Proponent fails to satisfy the Town of Essex that the Proponent is qualified to carry out the obligations mentioned in this RFP.

3. Terms and Conditions

3.1 Unauthorized Response

Request for Proposal RFP-FS-23-001
Development of Master Fire Plan

No municipal staff, whether an official, agent or employee, other than the designated Corporate Contact is authorized to speak for the Town with respect to the Request for Proposal document, and any Proponent who uses any information, clarification or interpretation from any other representative does so entirely at the Proponent's own risk.

The Town will not be responsible for any verbal comment or suggestion by any Town staff, appointed or elected official of the Town, or by any Consultant retained by the Town with respect to this Request for Proposal.

3.2 Proposals to Remain Open

Proposals will be held open by the Town for a period of no greater than one hundred and twenty (120) days for full review and awarding. Should the Town require an extension past the one hundred and twenty (120) day period, each submitted Proponent will be notified of the extension.

3.3 Proposal Submissions Irrevocable

The Proposals received from Proponents are to be irrevocable and open for acceptance for a period of not less than one hundred and twenty (120) days after the stated Request for Proposal closing date.

3.4 Materially False, Incorrect or Misleading Information

The Town, without liability, cost or penalty, may at any time, during the Request for Proposal process reject any Proposal submission or disqualify any Bidder, if, in the sole and unfettered discretion of the Town, such Proposal contains materially false, incorrect or misleading information.

3.5 Acceptance of Proposal

The lowest or any Proposal may not necessarily be accepted. The Town of Essex reserves the right to delete any part, or parts from the Proposal without stating reasons. In the event of any deletion, it is agreed that the Proponent will have no claim for loss of potential profit or overhead costs. Proposals containing conditions or that otherwise fail

Request for Proposal RFP-FS-23-001
Development of Master Fire Plan

to conform to the instructions to Proponents will be subject to disqualification or rejection.

3.6 Cancellation

The Town, in its sole and unfettered discretion, reserves the right to change the dates, schedules and deadlines set out in this Request for Proposal or to change the scope of the project, or to cancel the Request for Proposal or the project without stating any reasons therefor.

The Town of Essex reserves the right to cancel the contract at any time if the services are not satisfactory and or, if the specifications or the invoice amounts do not match with the Proposal prices. The contract may be terminated should the winning Proponent fail to fulfill the work in its entirety to the satisfaction of the Town of Essex. In addition, the Town of Essex may suspend the winning proponents bidding privileges for a period of twelve (12) months. The Town may also cancel the contract without cause by means of a fifteen (15) day advanced written notice.

3.7 Changes to Contract

No deviation and/or no alternatives from the Proponent's Proposal, **including all project team members as listed in the Appendix F and all mentioned sub-consultant services**, shall be made by the successful Proponent in the execution of the work, without the written approval of the Town of Essex.

The successful Proponent shall provide the Town with written notice of and await written notice for:

- a) Additional work, materials, services, or things not covered, or specified in this Proposal and a corresponding statement of cost and expense estimates for such additional services and changes in the project schedules (if any); and
- b) Any changes to be made in the requirements that the Proponent may recommend, whether the effect of such change is to increase or diminish the work or scope.

Request for Proposal RFP-FS-23-001
Development of Master Fire Plan

The Town of Essex acting reasonably may require the removal of any approved project team members from the work and the successful Proponent shall promptly replace such individual. In the event of the Town of Essex requires removal of any approved project team members within three weeks of such individual's commencement of the Services, the Town of Essex shall not be responsible for paying the successful Proponent for any services rendered by such members.

3.8 Freedom of Information Act

The Proponent hereby consents to disclosure of its information contained in this Proposal submission, pursuant to The Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990, c. M.56 as amended.

3.9 Accessibility for Ontarians with Disabilities Act

Proponent will provide the Town with documentation indicating that training in accordance with the requirements of Regulation 429/07 has been provided to all of their staff who will be providing goods and services on behalf of the Town of Essex. Refer to Statement C – General Contractor Accessibility Agreement.

Information on accessible customer service training is available online from the Ministry of Community and Social Services at www.accession.ca/index.aspx.

3.10 Costs Incurred by Proponent

Except as expressly and specifically permitted in the Request for Proposal documentation, no Proponent shall have any claim for any compensation of any kind whatsoever, because of participating in this Request for Proposal, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim. All expenses involved either directly or indirectly due to the preparation and submission of a Proposal or bid in response to this Request for Proposal or any work performed in connection thereof shall be borne by the Proponent.

3.11 Insurance

Request for Proposal RFP-FS-23-001
Development of Master Fire Plan

The Proponent shall procure and maintain Comprehensive General Liability insurance in accordance with this section. The Proponent shall file with the Town of Essex, together with the signed contract, prior to the start of any work, a copy of the policy of Comprehensive General Liability Insurance clearly stating that the Comprehensive General Liability Insurance complies with all the requirements of this contract. Insurance is to be obtained from a Company satisfactory to the Town of Essex.

The successful Proponent's policies of Insurance shall cover the Proponent and all sub-contractors and shall name the Town of Essex additional insured. All insurance shall remain in effect for the periods indicated in this contract.

The Comprehensive General Liability Insurance shall:

- a) Have a limit of liability not less than \$2,000,000 inclusive for any one insurance;
- b) Include insurance against liability for bodily injury and property damage caused by vehicles or equipment owned by the Proponent;
- c) Be endorsed to provide that the policies will not be altered, cancelled or allowed to lapse without thirty days written notice to the Town of Essex;
- d) Name the Town of Essex, including its officers and employees while performing their duties on behalf of the Town of Essex, as additional insured under the policy;
- e) Include Professional Errors or Omissions Liability not less than \$2,000,000 per occurrence covering each legal counsel proposed to provide legal services; and
- f) The successful Proponent shall pay for all premiums and expenses incurred with acquiring such insurance.

3.12 Proof of Insurance

Proof of such insurance is to be submitted and filed at the Town of Essex Municipal Office before commencing any work and annually thereafter.

3.13 The Occupational Health and Safety Act

The successful Proponent shall comply with all conditions and regulations of the Occupational Health and Safety Act and all applicable regulations and amendments

thereto, any other Federal or Provincial Statute or Local By-Law concerning safety or any other phase of its work on this contract.

In order to avoid any misunderstanding as to the nature of the work to be performed herein, the Proponent, by executing this Contract, unequivocally acknowledges that they are the "Constructor" within the meaning of the Occupational Health and Safety Act.

The Proponent acknowledges by way of submitting a Proposal that they are the Constructor as defined by the Occupational Health and Safety Act.

The Proponent will agree to take full responsibility for any Health and Safety violations as well as the cost to defend such charges as a result of any violation.

4. Indemnity

The successful Proponent shall indemnify and save harmless the Town of Essex from all losses, damages, expenses, actions, causes of actions, suits, claims, demands and costs whatsoever which may arise either directly or indirectly by reason of any failure, neglect or refusal by the successful Proponent to comply with these specifications, or arising out of the performance or non-performance of the terms of the contract by the successful Proponent and its employees or agents, except to the extent that such liability for damage was caused by any failure, neglect or refusal by the Town to comply with the Contract, or arising out of the performance or non-performance of the term of the Contract by the Town and their employees, agents or contractors.

Without restricting the generality of the foregoing, it is understood and agreed that the Town shall not be liable for damages to any third party for bodily injury or property damage caused by any accident by the successful Proponent or otherwise or while engaged in work for or on behalf of the Town causing either damage or injury through the negligence of the employees of the successful Proponent and whether or not the same shall be by reason of an accident by or with any truck, trailer, motor vehicle or any other vehicle or equipment whatsoever. The successful Proponent hereby covenants

and agrees with the Town to indemnify and save harmless the Town of Essex of and from all claims or damages whatsoever arising or caused by any of the acts or negligence or otherwise of the employees of the successful Proponent referred to in this paragraph, except to the extent that such liability for damage was caused by the negligent act or omission of the Town and their employees, agents or Contractors.

5. Scope of Work

The Town of Essex is soliciting proposals through this Request for Proposal process for the provision of Consulting Services for the development of a new Master Plan for Fire Services.

The Master Plan for Fire Services would be completed in two (2) phases:

Phase 1 – requires the consultant to complete a Community Risk Assessment following the best practices as found in the Office of the Fire Marshal and Emergency Management Technical Guideline OFMEM-TG-02-2019. The risk assessment will identify fire and life safety risks and prioritize to determine which risks to address and how best to address them.

Phase 2 – would see the consultant complete a comprehensive review of the Departments current service delivery program. The analysis will focus on an assessment of current conditions and delivery performance of the department's emergency services including administration, fire prevention and public education, training, fire suppression, apparatus, facilities and staffing. The results of this assessment must then inform recommendations for continuous improvement of the fire service to respond to the factors identified in the Community Risk Assessment. This may include, but not be limited to streamlining of services and rationalization of infrastructure.

Request for Proposal RFP-FS-23-001
Development of Master Fire Plan

5.1 Master Plan Objectives

- A. Prepare a Master Fire Plan for the Town of Essex to address current and anticipated community fire risks over the next ten (10) years
- B. Needs assessment and environmental scan – the consultants will review the existing Fire Master Plan and background information pertinent to development of a Master Fire Plan, identifying trends and patterns that are applicable, analyzing strengths, weaknesses, opportunities, and threats
- C. Community Risk Assessment – based on the background research, the consultants will develop a draft Community Risk Assessment (CRA), that applies all relevant standards and guidelines, including the OFMEM Integrated Risk Management Program (CRA)
- D. Review and analyze relevant documents regarding growth in the Town of Essex for the next ten (10) years
- E. To undertake a scan and review of primary and secondary research that includes the Town of Essex guiding documents and key internal and external stakeholders. Key documents include:
 - Town of Essex Strategic Plan
 - Town of Essex Climate Adaptation Plan
 - Town of Essex Asset Management Policy
- F. Evaluate the current level of service and develop recommendations and an implementation schedule for any changes that may be made to the Fire Department activities in the following areas:
 - i. Fire Prevention and public education
 - ii. Fire Station 3 relocation
 - iii. Staffing Requirements
 - iv. Water supplies
 - v. Administration
 - vi. Training and professional development
 - vii. Fire operations and response, including level of service provided

Request for Proposal RFP-FS-23-001
Development of Master Fire Plan

- viii. Communications
 - ix. Apparatus and equipment
 - x. Maintenance program
- G. Identify potential cost savings and efficiencies that can be used to support existing and/or new services that align with community expectations and requirements.
- H. To enhance the overall community quality of life and place

5.2 Scope of Master Plan

The Municipal Council commissioned a Comprehensive Fire Services Study in 2017. This study resulted in several recommendations for Council's consideration. Upon adoption, the Municipality supported the development and implementation of 86% of the study's recommendations through annual capital budgetary process.

The Successful Proponent must provide, at minimum, the below services:

- A. Digital and printed public consultation surveys
- B. Meetings and consultation with key management staff in the Community Services department
- C. Completion of a community risk assessment based on geographic built assessment and seasonal demographic characteristics of the Town
- D. Ensure that a Council Member Survey is completed
- E. Incorporation of strategies to achieve the Master Plan Objectives, listed above
- F. Staffing level review
- G. Incorporation of previous master plan objectives that have not been accomplished, in accordance with the current Master Fire Plan
- H. Provide a 15-year outlook on Capital Projects (based on Master Plan initiatives and Asset Management Plan)
- I. Preparation of a gap analysis to determine areas of required action in the short-term (1-3 years), medium-term (10 years), and long-term (15 years)

Request for Proposal RFP-FS-23-001
Development of Master Fire Plan

- J. Preparation of an Action Plan to address the gaps, with an approximate (by year) schedule that identifies project implementation priorities over the short-term (1-3 years), medium-term (10 years), and long-term (15 years). This Action Plan will include financial investment/expenditure, construction, and other milestones and strategies to achieve the goals of the Plan.
- K. Preparation of cost estimates for short- and medium-term projects, and for long-term projects to understand the scale of investment required.
- L. All recommendations should foster economical and efficient delivery of services.
- M. Recommended implementation plans will be mindful of the financial constraints of the Corporation.
- N. In person public consultation/information session once the plan is complete
- O. Provide a report to Council and presentation at a Town of Essex Council meeting when complete.
- P. Provide one round of revisions to the plan after presentation to council, should recommended changes be required.
- Q. Pricing must be valid for 120 days from the date of tender closing.

5.3 Role of Proponent

It will be essential for the Proponent to:

- Thoroughly understand the Fire and Rescue Department and its role as it relates to service delivery in the Town of Essex.
- Understand the geography, demographics, and service area of the Town of Essex.
- Thoroughly understand the current service delivery processes of the Departments as it relates to deployment, staffing levels, service standards, technology, service levels and accountability, and budget.
- Guide, manage and monitor the progress of the Project.
- Recommend options for operational improvement.

Request for Proposal RFP-FS-23-001
Development of Master Fire Plan

- Provide expert advice on key decisions and recommendations.

The Proponent shall demonstrate:

- A thorough knowledge and understanding of Fire and Rescue master plans, operational reviews, and process/procedure redesign.
- Expertise and capacity to perform the necessary employee and community engagement, process facilitation, and consultation.
- Several years of experience in working with local governments in Ontario and demonstrated ability to conduct research, facilitate reviews of this nature and write reports and deliver the plans on time and on budget.

6. Project Deliverables

The consultant will be responsible for providing expert advice throughout the project and for the following deliverables (note that Consultants are not limited by the deliverables and may wish to expand upon them):

- Project Coordination – including meetings and status reports to keep the project on schedule and keep identified administration apprised of the process;
- Background Review – includes a review of key issues and existing directions to be considered to develop new Master Fire Plan;
- Community/Administration Input – gathering of stakeholder information and input and using appropriate methods of communication and engagement;
- Process and Meeting Facilitation – leading and facilitating discussion, ensuring that conversations are forward-looking, action oriented and move the participants towards a shared future with established and clear priorities;
- Plan Documentation – including creation of a final plan document (and executive summary) for public review and presentation.

Request for Proposal RFP-FS-23-001
Development of Master Fire Plan

All report materials are to be submitted in digital and hardcopy format and permitted to be used by the Town of Essex as it sees fit. All documentation should contain full references where other reports or documents are used as sources of information.

A presentation of the final version from the successful proponent shall be made to Council.

7. Schedule

The anticipated schedule is listed below:

- Submission Date of Wednesday March 22, 2023, at 3:00:00 PM EST
- Award of Assignment before Mid-July 2023
- Commence Assignment before Mid-August 2023

The above noted date is provided to reflect the anticipated progress of the project and the Town reserves the right to alter the schedule at its sole discretion without incurring additional liability of any kind whatsoever.

8. Evaluation of Proposals

A panel of senior administrative staff will independently evaluate each proposal using an established scoring matrix (below). The Town reserves the right to amend the scoring matrix at its discretion, with any amendments being applied consistently to every proposal received.

8.1 Scoring Matrix

Criteria Score	Maximum
Fee Proposal with breakdown details	30
Experience in respective practice areas, including the qualifications of key personnel	30
Understanding scope of work, approach, methodology, proposal quality, and innovation	30
Project work plan, schedule including earliest start date, dates for critical project milestones, and suggested dates for key meetings and required attendees	10

Criteria Score	Maximum
Total	100

9. Interviews (Optional) – 30%

The purpose of the Interviews will be to allow the Proponent to address the major elements of its Proposal, to obtain any required clarification, and to allow members of the Evaluation Team to interact directly with key representatives of the Proponent’s proposed team so as to validate and to make final adjustments, if required, to the evaluation results of the written Proposal. Not all proponents will be invited for interviews. In advance of the Interviews, Invited Proponent may be required to make a presentation and will be notified in writing of the matters on which clarification will be sought, and the agenda for the meeting. The Proponent will not have the opportunity to modify its written Proposal or otherwise introduce new information during the Interviews. If Interviews are required, only 70% of the total score under Section 8 excluding Fee Proposal will be counted (i.e. $70\% \times 0.7 = 49\%$) and the balance of 30% (i.e. $70\% \times 0.3 = 21\%$) will be counted for the Interviews.

10. Conflict of Interest

Proponents participating in this Request for Proposal process shall disclose, prior to entering into an agreement, any potential conflict of interest. If such a conflict exists, the Town of Essex may, at its discretion, withhold the award of a contract from the Proponent until the matter is resolved.

11. Security

Due the nature of work performed by the Ontario Provincial Police and municipal employees of the Town, the successful proponent and any its employees must be bondable and will be required to submit a police clearance for all employees participating this project. Police clearances must be provided prior to commencing work under this Request for Proposal.

12. Terms of Contract

All the terms and conditions of this Request for Proposals are assumed to be accepted by the Proponent and incorporated into their proposal. The Town of Essex will pay the Proponent its fees based on the completion of milestones as defined within the submitted proposal. The Successful Proponent will provide the Town with a timeline of deliverables with their associated cost including the number of person hours and the amount of fees for each task. The timeline will be mutually agreed upon and appended to the agreement.

13. Failure to Perform

The Town may, without prior notice, take remedial action if the successful Proponent fails to properly carry out its responsibilities to the full satisfaction of the Town. The Town may, after notifying the successful Proponent, undertake alternative means to perform the work during the time the successful Proponent is unable to perform.

14. Litigation with the Town

No Proposal submission will be accepted from any Proponent or any related company who has a claim or has instituted a legal proceeding against the Town or against whom the Town has a claim or has instituted a legal proceeding, without the prior approval of the Town Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this Request for Proposal.

15. Reservation of Rights

Proponents will not have the right to change conditions, terms or prices once a Proposal has not been submitted in writing to the Town, nor shall proponents have the right to withdraw a Proposal once it has been submitted.

16. Omissions and Discrepancies

All proponents should carefully review this Request for Proposal for errors or questionable matter. Should a Proponent find discrepancies in or omissions from the proposal documents including any schedules, drawings or appendices, or should the

Proponent be in doubt as to their meaning, require any further clarification or have any questions pertaining to the Proposal documents, the Proponent must address their concerns in writing to the Corporate Contact as identified under the section herein titled Corporate Contact.

No oral interpretation shall be made to a Proponent as to the meaning of any of the proposal request documents or be effective to modify any of the provisions of the request documents.

Disputes based on any omission or error, or on the content of the solicitation, will be disallowed if these errors or omissions have not been brought to the attention of the Town of Essex as per the Terms set out in this Request for Proposal.

17. Harmonized Sales Tax (HST)

Changes in taxes due to the introduction of the new Harmonized Sales Tax became effective July 1, 2010. Proponents will be required to provide invoices that meet the Town's reporting and information requirements as it pertains to the Harmonized Sales Tax.

18. Procurement Policy By-Law/Governing Law

Proposals will be called, received, evaluated, accepted and processed in accordance with the Town's Procurement and Disposal of Goods and Services By-Law Number 2129, respecting purchasing (copy available upon request). By submitting a Proposal for this project, the Proponent agrees to be bound by the terms and conditions of such By-Law and any amendments thereto, as fully as if it were incorporated herein.

Any Contract resulting from this Request for Proposal shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

19. Addenda

The Town of Essex may, at any time prior to the closing date, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning

Request for Proposal RFP-FS-23-001
Development of Master Fire Plan

or intent of any provision therein. Any addenda issued after the posting of this Request for Proposal will be published on the Town's website at www.essex.ca up to and including the closing date as indicated in Section 1. It is the sole responsibility of the Proponent to review and respond to published addenda issued following the issuance of this Request for Proposal in their submissions.

If addenda are issued prior to three days of closing this Request for Proposal, the closing date of this Request for Proposal may be adjusted accordingly.

The following apply regarding any request for clarification of any aspect of the RFP:

- (a) Proponents must submit requests for clarification by fax or email to the RFP Corporate Contact, or as may otherwise be directed by the RFP Corporate Contact.
- (b) In submitting a request for clarification, a Proponent must include its address, telephone number, facsimile number and email address.
- (c) Where a question relates to a specific section of this RFP, reference should be made to the specific section number and page.
- (d) **Requests for clarification must be submitted on or before March 16, 2023.**

The Town of Essex will provide Proponents with written responses to questions that are submitted in accordance with the above mentioned. Questions and answers will be distributed in numbered Addenda to Proponents by posting such Addenda on the Town's website at www.essex.ca. In answering a Proponent's questions, The Town of Essex will set out the question(s), but without identifying the Proponent that submitted the question(s) and may, in its sole discretion:

- edit the question(s) for clarity;
- exclude questions that are either unclear or inappropriate; and
- answer similar questions from various Proponents only once.

Where an answer results in any change to the RFP, such answer will be formally evidenced through the issue of a separate Addendum for this purpose.

20. Method of Submission

20.1 Delivery of Proposals

- a) Proposals must be submitted in a sealed envelope by way of hand delivery, courier service, or mail;
- b) Delivery of Proposals through a Courier Service shall be the responsibility of the Proponent and shall result in the submission being rejected where:
 - i. The Proposal is delivered to a location other than that stated on the label provided by the Owner;
 - ii. The Proposal Envelope or Package enclosed in the Courier Envelope does not state "Proposal Documents Enclosed" and is not removed from the Courier's Envelope prior to the closing date and time; and/or
 - iii. The Proposal is delivered later than the closing date and time.

20.2 Delivery Label

The Proponent delivery label as supplied in Appendix D, by the Town of Essex, as part of this Request for Proposal and identified in Section 20.4 of the Mandatory Requirements must be affixed to the outside of the Proponent's envelope without any extra covering.

For Courier delivered documents, please ensure that the Proposal response is enclosed within a separate envelope inside the Courier packaging with the Proponent Delivery Label affixed to the exterior as identified above.

20.3 Submissions by Facsimile or Email

Proposal forms submitted and received by facsimile or email from any Proponent will be a breach of this Request for Proposal and will result in the total rejection of any and all Proposals received, or to be received, from such Proponent in any form, under this Request for Proposal.

20.4 Mandatory Requirements

The Proponent is requested to adhere strictly to all requirements and complete all sections of this Request for Proposal including all appendices, statements, and

Request for Proposal RFP-FS-23-001
Development of Master Fire Plan

addenda. Failure to do so may be sufficient cause for rejection of the Proponent's Proposal. Submissions under this Request for Proposal must include the following nine (9) items:

1. Statement of Qualifications as per Section 2.2
2. Appendix A – Proponent Identification Sheet
3. Appendix B – Proposal Acknowledgement and Addenda Documents Received
4. Appendix C – Occupational Health and Safety Declaration
5. Appendix D – Proponent Delivery Label
6. Appendix E – Proponent Experience and References
7. Appendix F – Qualifications of Proponent and Staff
8. Appendix G– General Contractor Accessibility Agreement
9. Appendix H– Pricing Summary Sheet

21. Award of Contract

The successful proponent, once determined, will enter into a standard Purchase Order Contract or Agreement with the Town of Essex. The Proponent and the Corporate Contact will determine, prior to the award of contract, a payment strategy mutually agreeable and acceptable to both parties. The Standard Payment Terms of the Town of Essex are Net 30 days upon satisfactory completion of job and receipt of invoice.

22. Final Awarding Information

The Proponent agrees that by submitting a Proposal in response to this Request for Proposal that the Town has no obligation to reveal any information regarding any Proposal submitted to the Town including the results of the Request for Proposal process or any reason for its decision in the choice of a Proponent or Proponents.

23. Appendix A – Proponent Identification Sheet

(Must be returned with Proposal)

Development of Master Fire Plan

Name of Proponent/Business: _____

Contact Person's Name: (if applicable) _____

Mailing Address: _____

City and Province: _____

Postal Code: _____

Telephone Number: _____

Facsimile Number: _____

Cell Phone Number: _____

Email Address: _____

Signing Authority Name (if applicable): _____

Proponent or Signing Official Signature: _____

I have the authority to bind this Corporation

Corporate Seal (if applicable)

**24. Appendix B – Proposal Acknowledgement and Addenda Documents
Received**

(Must be returned with Proposal)
Development of Master Fire Plan

By affixing my/our signature below, the Proponent or authorized agent, hereby acknowledges and confirms the following four (4) paragraphs:

- a) I/We have received all of the documents noted in the Table of Contents contained in this document and have been provided with all of the details required to permit me/us to submit a Proposal on Request for Proposal number RFP-FS-23-001.
- b) I/We declare that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person submitting a Proposal for the supply of the same services.
- c) I/We declare that I/We have carefully read this document and have satisfied ourselves as to the nature of the services required and do hereby make our Proposal to the Corporation of the Town of Essex for the services described herein.
- d) I/We acknowledge that I/we have received all addendums up to and including the last number itemized below and as issued to this Request for Proposal by the Corporation of the Town of Essex. And further, acknowledge that it is my/our responsibility to ensure that I am in receipt of all addenda issued to this Request for Proposal.

Number of last addendum: _____

Description of last addendum: _____

Signing Authority Name (if applicable): _____

Date of Signature: _____

Proponent or Signing Official Signature: _____

I have the authority to bind this Corporation

Corporate Seal (if applicable)

25. Appendix C – Occupational Health and Safety Declaration

(Must be returned with Proposal)
Development of Master Fire Plan

On behalf of (Legal name of Company): _____

I/We certify that we have a Health and Safety Policy and will maintain a program or prior to commencement of work, implement such a policy as required by the Occupational Health and Safety Act, R.S.O. 1990, c.0.1, as amended through the duration and completion of all work performed under this Request for Proposal.

With respect to the good(s) and or service(s) offered pursuant to this Request for Proposal, including any sub-contracted services, I/We acknowledge the responsibility to, and shall:

- a) Fulfill all of the “contractor” obligations under the Occupational Health and Safety Act and ensure that every employer and every worker performing work on the project complies with the Occupational Health and Safety Act and its Regulations;
- b) Ensure that adequate and competent supervision is provided as per the Occupational Health and Safety Act to protect the health and safety of workers; and
- c) Provide information and instruction to all employees to ensure they are informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness.

I/We agree to take every precaution reasonable in the circumstances for the protection of worker health and safety, as required by the Occupational Health and Safety Act.

Name of Proponent: _____

Signing Authority Name (if applicable): _____

Date of Signature: _____

Proponent or Signing Official Signature: _____

I have the authority to bind this Corporation
Corporate Seal (if applicable)

Request for Proposal RFP-FS-23-001
Development of Master Fire Plan

26. Appendix D – Proponent Delivery Label

(Must be returned with Proposal affixed to the outside of the envelope)

Request for Proposal RFP-FS-23-001

Development of Master Fire Plan

Proponent Return Label:

From: _____

Address: _____

City etc.: _____

Contact: _____

Phone: _____

Deliver To:

The Corporation of the Town of Essex
Attention: Jackson Tang, Assistant Manager, Business Services
33 Talbot Street South
Essex, Ontario N8M 1A8

27. Appendix E – Proponent Experience and References

(Must be returned with Proposal)

Development of Master Fire Plan

The Proponent shall list below, at least three (3) locations where similar services have been performed within the last three to five (3 - 5) years.

Location 1:

Name of Company: _____

Corporate Contact: _____

Phone Number: _____

Date of Completion of Work: _____

Location 2:

Name of Company: _____

Corporate Contact: _____

Phone Number: _____

Date of Completion of Work: _____

Location 3:

Name of Company: _____

Corporate Contact: _____

Phone Number: _____

Date of Completion of Work: _____

Request for Proposal RFP-FS-23-001
Development of Master Fire Plan

Location 4:

Name of Company: _____

Corporate Contact: _____

Phone Number: _____

Date of Completion of Work: _____

Location 5:

Name of Company: _____

Corporate Contact: _____

Phone Number: _____

Date of Completion of Work: _____

Name of Proponent: _____

Signing Authority Name (if applicable): _____

Date of Signature: _____

Proponent or Signing Official Signature: _____

I have the authority to bind this Corporation

Corporate Seal (if applicable)

28. Appendix F – Qualifications of Proponent and Staff

(Must be returned with Proposal)

Development of Master Fire Plan

The Proponent or General Contractor shall list below, the names and experience of all personnel to be employed in this contract. (Attach additional page if insufficient room)

- Staff/Employee Name: _____

Qualification and Experience: _____

- Staff/Employee Name: _____

Qualification and Experience: _____

- Staff/Employee Name: _____

Qualification and Experience: _____

Proponent's Name _____

hereby certify that the information provided in this Statement and in any documents attached is true, correct and complete in every respect.

Signing Authority Name (if applicable): _____

Date of Signature: _____

Proponent or Signing Official Signature: _____

I have the authority to bind this Corporation

Corporate Seal (if applicable)

29. Appendix G - General Contractor Accessibility Agreement

(Must be returned with Proposal)

Master Fire Plan

By signing below, I/We hereby certify the accuracy of the following statement:

I/We hereby confirm that all staff and Sub-Contractors providing goods and services to the public or third parties working on behalf of the Town of Essex have received Accessible Customer Service Training in compliance with Regulation 429/07 Accessible Standards for Customer Service of the Accessibility For Ontarians with Disabilities Act.

Date of Signature _____

Proponent/General Contractor's Name _____

Signing Authority Name (if applicable) _____

Proponent or Signing Official Signature _____

I have the authority to bind this Corporation

Corporate Seal (if applicable)

30. Appendix H – Pricing Summary Sheet (Must be returned with Proposal)

Town of Essex	
Total Cost for “Development of Master Fire Plan” (Please include the breakdown of your quoted total cost in a separate sheet)	CAD\$
Harmonized Sales Tax (13% of Sub-Total)	
Total Project Cost including Harmonized Sales Tax	
Signing Authority Name:	
Date of Signature:	
Signature of Signing Official:	
I have the authority to bind the Corporation Corporates Seal (if applicable)	

Please specify the number of weeks _____ that you need to complete this project.