

# CONSULTING SERVICES FOR MASTER FIRE PLAN

# REQUEST FOR PROPOSAL RFP-2025-03

Submission Deadline: Tuesday, April 29, 2025

no later than 1:00 p.m. EST

# **Table of Contents**

<b>SECTI</b>	ON 1.0 – INFORMATION TO PROPONENTS	3
1.1	Definitions	3
1.2	Introduction	3
1.3	Procurement Policy	3
1.4	RFP Contact	
1.5	Submission Date and Details	3
1.6	Proposal Submission Requirements at Time of Closing	4
1.7	Questions / Clarification	4
	Addenda	
1.9	Withdrawal or Amendment of Proposals	5
	RFP Schedule	
1.11	Irrevocable Period	5
	ON 2.0 – PROJECT TERMS OF REFERENCE	
	Introduction	
	Background	
	Key Project Assessment and Analysis	
2.4	Deliverables of Master Fire Plan	
	Reporting	
	Project Schedule	
	ON 3.0 - PROPOSAL REQUIREMENTS AT SUBMISSION	
	Technical Proposal Requirements	
3.2	Optional Interview and Presentation	
	Evaluation Process	
	Evaluation Team	
	Evaluation Criteria	
	Basis of Selection	
_	ON 4.0 – GENERAL CONDITIONS OF THE RFP PROCESS	_
	General Information	
	Notification and Debriefing	
4.3	Conflict of Interest and Prohibited Conduct	
4.4	Confidential Information	
	Reserved Rights and Limitation of Liability	
4.0 4.7	•	
4. <i>1</i> 4.8	Health & Safety  Compliance with the Accessibility for Ontarians with Disabilities Act, 2005 (AODA)	
_	Default / Non-Performance	
	Governing Law and Interpretation	
	ndix A - Statement of Bidders ndix B - Bid Form	
	ndix C - Reference Form	
	ission I ahel	

#### SECTION 1.0 - INFORMATION TO PROPONENTS

#### 1.1 Definitions

"Addenda or Addendum" means such further additions, deletions, modifications or other changes to any Request for Proposal documents.

"Township" refers to the Corporation of the Township of South-West Oxford.

"Contract" shall mean a written agreement between the Township and another party for the purchase of Supplies, Services, or Construction.

"Proposal" means the response in the form prescribed by this Request for Proposal Document and completed and submitted by a Proponent in response to and in compliance with the Request for Proposal.

"Proponent" means the legal entity submitting a proposal.

"Successful Proponent" means the Proponent whose proposal has been approved by the Township.

#### 1.2 Introduction

The Township of South-West Oxford is seeking the professional services of an experienced and qualified consulting firm to develop a Master Fire Plan for the South-West Oxford Fire & Emergency Services (SWOFES).

Further information regarding the scope of work is included in Section 2.0 - Terms of Reference.

# 1.3 Procurement Policy

This RFP shall be governed by the Township's Procurement Policy Purchasing By-Law (No. 56-2015) and related policies and procedures. The Procurement Policy can be viewed on the Township's website at <a href="https://www.swox.org/en/township-services/bids-and-tenders.aspx">https://www.swox.org/en/township-services/bids-and-tenders.aspx</a>.

#### 1.4 RFP Contact

For the purposes of this procurement process, the "RFP Contact" will be:

Shane Caskanette, Fire Chief / CEMC <a href="mailto:firechief@swox.org">firechief@swox.org</a>

#### 1.5 Submission Date and Details

Proposal submissions must be received in a sealed envelope/package. A submission label has been included in the RFP document for the convenience of the Proponent. The submission label is to be clearly marked as to its contents in the space provided and is to be securely attached to the front of the sealed proposal submission.

Completed submissions can be **Mailed** or **Delivered** (In Person or by Courier) to:

Township of South-West Oxford 312915 Dereham Line Mount Elgin, Ontario N0J 1N0 Attn: Shane Caskanette, Fire Chief / CEMC

#### FAX OR ELECTRONIC EMAIL SUBMISSIONS WILL **NOT** BE ACCEPTED.

Submissions shall be received until 1:00 p.m. EST, on Tuesday, April 29, 2025.

Proponents are solely responsible for ensuring Proposal submissions are received prior to the Closing Date and Time. Failure to submit the Proposal submission on or before the Submission Deadline will result in the Proposal submission being rejected. For the purpose of calculating time; the Township of South-West Oxford clock at the prescribed location for submission shall govern. Proposals received after the due date and time will not be considered and will be returned unopened to the Proponent.

The Township does not accept responsibility for submissions delivered to any other location by the Proponent or its delivery agents. Proponents making submissions near the deadline do so at their own risk.

#### 1.6 Proposal Submission Requirements at Time of Closing

The following must be included with the Proponent's proposal submission. Failure to provide these requirements may result in the Bid being disqualified. All forms submitted must be the original forms and contain original signatures.

- a. One (1) original paper copy, signed and dated;
- b. One (1) digital copy of the proposal submission on a USB stick;
- c. Appendix A Statement of Bidders, signed and dated;
- d. Appendix B Bid Form, signed and dated, and;
- e. Appendix C Reference Form

#### 1.7 Questions / Clarification

Proponents shall promptly examine all of the documents comprising this RFP. If a Proponent needs to address any discrepancies, errors and/or omissions in the Bid Document, or if they are in doubt as to any part thereof, they shall submit questions in writing by email to the RFP Contact.

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the Township of South-West Oxford, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the Proponent and the rejection of the Proponent's Proposal.

#### 1.8 Addenda

If the Township, for any reason, determines that it is necessary to provide additional information relating to the RFP, such notice will be communicated to all Proponents by addenda.

Any oral statement or other representation from any source should not be accepted as binding, unless confirmed through an official written addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Township.

#### 1.9 Withdrawal or Amendment of Proposals

A Proponent will be permitted to withdraw or amend their proposal **prior to the Submission Deadline**, provided such request for withdrawal or amendment is received in writing and approved in writing by the RFP Contact.

A Proponent, having already submitted a sealed Proposal, may submit another sealed Proposal at any time up to the Submission Deadline. The last sealed Proposal received shall supersede and invalidate all other sealed Proposals previously submitted by that Proponent as it applies to this RFP.

#### 1.10 RFP Schedule

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the Township reserves the right to modify or alter any or all dates at its sole discretion by notifying all Proponents.

Deadline for Questions	April 16, 2025	
Deadline for Posting Addenda	April 22, 2025	
Submission Deadline	April 29, 2025 no later than 1:00 p.m. EST	

#### 1.11 Irrevocable Period

Proposals shall remain open and subject to acceptance by the Township for a period of ninety (90) days from closing date.

#### SECTION 2.0 - PROJECT TERMS OF REFERENCE

#### 2.1 Introduction

The Township of South-West Oxford is seeking the professional services of an experienced and qualified consulting firm to develop a Master Fire Plan for the South-West Oxford Fire & Emergency Services (SWOFES).

A Community Risk Assessment (CRA) was developed by staff to comply with the requirement of the *Fire Protection and Prevention Act* O. Reg. 378/18 (FPPA). The CRA and Master Fire Plan will work together to assess community risks and guide evidence-based decision-making to set strategic priorities for SWOFES over the next ten years, ensuring sustainable, efficient, and effective fire protection services.

The CRA will help inform the Master Fire Plan, which will reflect both a review of the current realities and future direction of fire protection services, staffing, programs, stations, vehicles, assets, and processes. The final plan will include clear strategic directions, an implementation schedule, and approximate cost estimates for recommendations.

The Township of South-West Oxford seeks a comprehensive, actionable Fire Master Plan that ensures an efficient, effective, and sustainable fire service for the next decade. Qualified firms are encouraged to submit proposals that demonstrate expertise and a strategic approach to fire service planning.

#### 2.2 Background

The Township of South-West Oxford ("Township") is located in Ontario, Canada, within Oxford County, and has a population of 7,583 (2021 Census). It is predominantly a rural municipality with multiple villages and hamlets.

#### **SWOFES Overview**

- Three (3) Fire Stations: Brownsville, Mount Elgin, and Beachville.
- Serves 7,544 residents across 370 km² of rural land.
- Provides fire suppression, rescue, prevention, education, and administrative services.
- Responded to 240 calls in 2024.
- Part of the Rural Fire Services of Oxford County (RFSOC) consortium.
- Contracts fire dispatch services to the Town of Tillsonburg.

### **Current Staffing**

- 1 full-time Fire Chief (CEMC and Health & Safety Coordinator roles).
- 63 volunteer firefighters (1 District Chief, 2 Captains, 2 Acting Captains, 16 firefighters per station).
- Shared Training Officer and Fire Inspector with the RFSOC group.
- 1 shared Administrative Assistant.

# 2.3 Key Project Assessment and Analysis

The 10-year Fire Master Plan is designed to evaluate current fire protection, prevention, and public education services, address challenges posed by growth, and develop long-term strategies to tackle these challenges. The plan will include a comprehensive analysis of present conditions, forecast future needs, and provide actionable recommendations, implementation timelines and approximate costs.

#### **Current and Forecasted Fire Protection Needs:**

- Current Service Levels: Assess fire protection services, including response times, resource availability, staffing, station locations, water supply, operational effectiveness and legislative compliance.
- **Growth Forecasting**: Consider population growth/decline against rural and urban developments, identifying higher risk areas requiring enhanced fire protection.
- **Emerging Risks:** Identify new risks related to technologies (i.e. AI, EV's, alternative energy Battery Storage Systems, Wind Turbines, Hydrogen, fuel cell power etc.) and climate factors (i.e. increased wildfires) alternative energies.

#### **Prevention and Public Education:**

- **Prevention Programs:** Review and improve current fire prevention programs, including community outreach and fire code compliance.
- **Public Education**: Evaluate and recommend new fire safety messaging strategies, with a focus on vulnerable populations like seniors and children.

#### **Resource Evaluation:**

- **Human Resources:** Assess staffing levels, training, and qualifications of firefighters. Ensure staffing aligns with future community needs.
- **Financial Resources:** Review current fire service budgets and propose funding needs, including for new equipment and staffing.
- **Infrastructure**: Assess fire station conditions, equipment, and the need for infrastructure upgrades, particularly in growing areas.

#### **Key Recommendations and 10-Year Implementation Strategy:**

- Goals and Objectives:
- Action Steps: Specify actions, such as building new stations or acquiring updated apparatus and equipment.
- **Resources**: Detail the human and financial resources required for implementation, including staffing and funding sources.
- **Timelines**: Establish deadlines for each action step and milestone.

#### **Growth and Development Considerations:**

- **Residential and Commercial Areas**: Identify areas with expected growth, such as high-density housing or commercial districts, requiring enhanced fire services.
- **Future-Proofing**: Plan for scalability, considering future technologies like autonomous vehicles and smart cities.

# **Staffing Needs Assessment**

- Identify opportunities to enhance and optimize delivery of fire protection services through partnerships, agreements, and sharing of resources to optimize sustainability and efficiencies.
- **Growth Impact:** Evaluate how growth will affect staffing needs for fire response, EMS, and specialized teams.
- **Training**: Ensure current training programs are adequate for future challenges.
- **Workforce Optimization**: Identify ways to optimize staffing, considering part-time, volunteer, and full-time models.

#### **Project Management and Communication:**

- **Project Director Role:** The project director will ensure coordination between the consultant team and municipal staff, keeping the project on track.
- **Stakeholder Engagement:** Engage with key stakeholders, including staff, council, community groups, and partners, to gather input and ensure community support.
- **Public Consultation:** Use surveys, forums, and focus groups to gather community Council, fire service and other stakeholder feedback on the plan.
- **Monitoring and Evaluation:** Progress Monitoring: Develop a system to track progress against goals, action steps, and timelines.
- Adaptation Mechanism: Allow for adjustments in the plan as challenges or new opportunities arise over the next decade.

#### 2.4 Deliverables of Master Fire Plan

The Fire Master Plan deliverables will provide a comprehensive roadmap for optimizing fire and emergency services. The key deliverables include:

- 1. **Staffing:** Analyze current staffing levels and recommend improvements based on industry standards, best practices, and community needs, ensuring personnel are adequately trained for identified community risks.
- 2. **Level of Service:** Review current service demand, response times, and community firerelated statistics, comparing them with provincial benchmarks, similar municipalities and NFPA standards. Identify areas for improvement and recommend service level targets.
- 3. **Future Demand Modeling:** Assess future community growth and risk factors to forecast how demand for fire services will evolve. Recommend strategies for adapting to these changes through technology, innovation, and continuous improvement.
- 4. **Fire Station Location and Functionality:** Develop a dynamic model for optimal fire station locations and functionality over the next 5, 10, and 20 years. This includes staffing projections, facility requirements, and future response strategies, automatic aid, and fire protection agreement options.

- 5. **Administration:** Assess current administrative processes, records management systems and identify challenges and opportunities to optimize administrative processes and leverage advances in technology to ensure legislative compliance.
- 6. **Apparatus and Equipment**: Review the condition of current fire vehicles and equipment, maintenance and replacement schedules and recommend a long-term acquisition and replacement strategy, and propose cost-saving efficiencies, including environmentally friendly options.
- 7. **Municipal Fire Protection Water Supply:** Review the current status of municipal fire protection water supplies and propose recommendations and strategies to improve or enhance future municipal fire protection water supplies.
- 8. Community Engagement and Public Relations: Develop strategies to improve public awareness of fire safety and engage with stakeholders to ensure the needs and expectations are met.
- 9. **Environmental Sustainability and Innovation**: Recommend sustainable practices, including green building designs for stations and the adoption of eco-friendly equipment, to reduce the environmental footprint of the fire service.
- 10. Training and Professional Development: to assess the training needs and professional standards within Fire and Emergency Services, focusing on improving leadership, training methods, infrastructure, staffing, and the overall training environment and legislative compliance.
- 11. **Fire Prevention, Public Education, and Fire Investigation:** Assess current programs and services to ensure alignment with community needs and circumstances and legislative compliance.
- 12. **Comprehensive Implementation Plan:** Provide an actionable plan with clear timelines, milestones, and performance metrics for implementing the recommendations.

This plan aims to enhance operational efficiency, improve response times, and ensure the fire service is well-equipped for future growth and challenges.

# 2.5 Reporting

The Proponent will not be permitted to substitute senior members of the project team for this assignment without the approval of the Township or unless the project team member is no longer employed by the Proponent. In this case, the Proponent shall nominate an equivalent replacement for the Township's review. The Township shall have the right to reject a proposed replacement. Prior written authorization from the Township for a proposed replacement will be required before the proposed replacement may commence work on the Project.

#### 2.6 Project Schedule

A Project kickoff meeting will occur within two (2) weeks of the Project award to confirm the work plan. The project schedule for the Master Fire plan requires completion of the draft plan by August 31, 2025 and completion of the final plan and presentation to Council by September 30, 2025.

#### SECTION 3.0 - PROPOSAL REQUIREMENTS AT SUBMISSION

#### 3.1 Technical Proposal Requirements

It is important that Proposals clearly provide all the necessary information identified below, so that a thorough assessment of the Proponents' experience, qualifications and capabilities can be made. Responses and substantiating documentation should be direct and grouped together with an index provided to ensure the evaluation team is able to locate particular information.

In the case that contradictory information or information that contains conditional or qualifying statements is provided with respect to a requirement, the Township will, in its sole and absolute discretion, determine whether the response complies with the requirements, and may seek clarification. The contradictory or qualifying information may result in the Proponent receiving a low score for that particular rated criterion.

The technical Proposal **should not exceed twenty (20) pages in length**, excluding project workplan and schedule. The following is a list of the areas in which Proponents should provide information for consideration of their Proposal. These criteria will be scored as per the Evaluation Criteria weightings chart for this RFP. Information should include, but not be limited to, the following:

#### A. Company Profile and Experience of the Proponent

Provide corporate profile, including size of firm, number of years in business under this name or other name, number of employees, area(s) of expertise and services offered.

Demonstrate your knowledge and experience with the services described within this RFP by making specific reference to experience with Master Fire Plan projects of similar size and complexity. Detail three (3) projects completed by your firm over the past five years for similar projects which are comparable size and complexity.

For each project, provide the name of the client; contact information; name of the project; date; duration and project value on the Reference Form - Appendix C.

#### **B.** Team Member Qualifications

Provide the qualifications, recent relevant experience and responsibility of each member of the project team (Project Manager, key team members and sub-consultants).

The proposal shall identify all project team members, including any sub-consultant, by area of responsibility and role in the project including a brief relevant biography for each. Include a summary of their credentials, years they have worked in the specific role being proposed for this project and relevant experience with projects of similar scope. Ensure all relevant disciplines are documented.

#### C. Approach and Methodology and Workplan

Describe the approach and methodology to be followed in completing all aspects of the assignment to achieve the stated project objectives. The approach section of the technical proposal shall outline the Proponent's strategies, assumptions, and concepts for completing this assignment.

# D. Project Work Plan and Timeline

Provide a work plan and timeline, including a breakdown of the major tasks, specific milestones and the level of effort of the individual team members for completion of the Master Fire Plan.

#### E. Financial Proposal

The Proponent shall provide a breakdown of their cost proposal, including all fees and disbursements, to complete this project. All prices shall be quoted in Canadian Funds and shall remain firm for the term of the project.

#### 3.2 Optional Interview and Presentation

At the Township's sole discretion, interviews and presentations may be requested to clarify or otherwise demonstrate the information contained in support of the Proponent's Proposal. The Township reserves the right to request specific team members be in attendance based on assigned responsibilities.

#### 3.3 Evaluation Process

The Township will follow an evaluation-based selection process when considering proposals. Proposals will be evaluated based on the information provided by the Proponent at the time of submission of its Proposal and the evaluation criteria, as specified in the Proposal Document. The evaluation of all Proposals received will be conducted in a structured manner, ensuring fair and consistent assessment and selection of the Successful Proponent.

#### 3.4 Evaluation Team

An evaluation team, consisting of Township employees and members of the South-West Oxford Fire & Emergency Services, will complete all evaluations.

#### 3.5 Evaluation Criteria

Technical Proposal submissions will be evaluated by an evaluation team based on the following categories. The disclosure of the allocated weightings for each category is provided to assist in preparing a proposal that best meets the requirements of the Township. By responding to this RFP, Proponents agree to accept the decision of the evaluation team as final.

Category	Available Points
Technical Proposal	
Experience and Qualifications	30
Methodology and Approach	30
Project Timeline	20
Subtotal - Technical Proposal	80
Financial Proposal	20
Total Available Points	100

#### 3.6 Basis of Selection

The Township intends to recommend the award on the basis of the best overall value to the Township, as determined by the review of the Proposals, pricing and if required, the Proponent's interview and presentation. While cost is an important element in the selection process, it is to be clearly understood that there are other evaluation criteria in the RFP that the Township will consider in evaluating Proposals.

consider in evaluating Proposals. Award recommendation is subject to budgetary restrictions and Council approval.

#### SECTION 4.0 – GENERAL CONDITIONS OF THE RFP PROCESS

#### 4.1 General Information

## 4.1.1 RFP Provisions Incorporated into Proposal

All of the provisions of this RFP are deemed to be accepted by each Proponent and incorporated into the Proponent's Proposal. A Proponent who submits conditions, options, variations or contingent statements inconsistent with the terms set out in this RFP, either as part of its Proposal or after receiving notice of selection, may be disqualified. If a Proponent is not disqualified despite such changes or qualifications, the provisions of this RFP will prevail over any such changes or qualifications in the Proposal.

# 4.1.2 No Incorporation by Reference

The entire content of the Proponent's Proposal should include all documents and content to be considered in evaluation of the Proposal. Any links to websites or other external documents referred to in the Proponent's Proposal, will not be considered to form part of its Proposal.

# 4.1.3 Information in RFP an Estimate Only

Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general scale and scope of the Deliverables. It is the Proponent's responsibility to obtain all the information necessary to prepare a Proposal in response to this RFP.

#### 4.1.4 Proponents to Bear Their Own Costs

The Proponent will bear all costs associated with or incurred in the preparation and presentation of its Proposal, including, if applicable, costs incurred for interviews or demonstrations. The Township will not return the proposal, or any accompanying documentation submitted by a Proponent.

# 4.2 Notification and Debriefing

#### 4.2.1 Notification

The Successful Proponent will be notified of the intent to award in writing, and the subsequent execution of a written agreement shall constitute the making of a contract. Once the agreement is executed between the Corporation of the Township of South-West Oxford and the Successful Proponent, the other Proponent shall be notified by public posting in the same manner that the RFP was originally posted of the outcome of the procurement process.

# 4.2.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification.

Discussions relating to any Proposal submission other than that of the Proponent making the request will be strictly prohibited. The intent of the debriefing information session is to aid the Proponent in presenting a better Proposal in subsequent opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

#### 4.3 Conflict of Interest and Prohibited Conduct

#### 4.3.1 Conflict of Interest

The Proponent declares that no person, firm or corporation with whom or which the Proponent has an interest, has any interest in this RFP or in the proposed agreement for which this proposal is made.

The Proponent further declares that no Township of South-West Oxford, employee or member of Council is, or will become interested, directly or indirectly as a contracting party or otherwise, in the performance of the Contract or be entitled to any portion of the profits to be derived therefrom.

Should the Proponent feel that a conflict of interest or potential conflict of interest exists; the Proponent must disclose this information to the Township prior to the submission of a proposal. The Township may, at its discretion, delay any evaluation or award until the matter is resolved to the Township's satisfaction. The Township may allow a conflict of interest or potential conflict of interest to exist if it is satisfied that there are adequate safeguards in place and if the Township determines that it is in its best interests to do so.

The Township reserves the right to disqualify a proposal where the Township believes a conflict of interest or potential conflict of interest exists.

#### 4.3.2 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the Township.

# 4.3.3 No Lobbying / Collusion

Proponents are prohibited from engaging in conduct which is or could reasonably be considered as any form of political or other lobbying, or as an attempt to influence the outcome of this RFP.

A Proponent shall not discuss or communicate directly or indirectly with any other Proponent, any information whatsoever regarding the preparation of a Proposal. Proponents shall prepare and submit Proposals independently and without communication, knowledge, comparison of information, or arrangement, direct or indirect, with any other Proponent except where submitting as a joint venture and then communication will only be permitted with the Proponents participating in the joint venture.

#### 4.3.4 Past Performance or Past Conduct

The Township may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- a. illegal or unethical conduct as described above;
- b. the refusal of the supplier to honour its submitted pricing or other commitments; or
- c. any conduct, situation, or circumstance determined by the Township, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

## 4.3.5 Litigation

The Township may, in its absolute discretion, reject a Proposal by a Proponent if it:

- a. is a party to litigation with the Township; or
- b. directly or indirectly, including by common ownership or control or otherwise, is related to a party to litigation with the Township, or
- c. intends to use a sub-contractor in respect of this project who is a party to litigation with the Township, or, who, directly or indirectly, including by common ownership or control or otherwise, is related to a party to litigation with the Township.

Party to litigation with the Township includes matters in which the Proponent or prospective Proponent or any of the parties named above, have advised the Township in writing of their intention to commence litigation, or have commenced or have advised the Township of their intention to commence an arbitral proceeding, against the Township.

#### 4.4 Confidential Information

# 4.4.1 Confidential Information of Township of South-West Oxford

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

- a. is the sole property of the Township and must be treated as confidential;
- b. is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- c. must not be disclosed without prior written authorization from the Township; and
- d. must be returned by the Proponent to the Township immediately upon the request of the Township.

# 4.4.2 Municipal Freedom of Information and Protection of Privacy Act

The information submitted in response to the RFP will be treated in accordance with the relevant provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. This will confirm that the Township will not use/disclose the information provided, without proper authorization, and will keep the information in a physically/electronically secure location to which access is given only to staff requiring access.

#### 4.5 Reserved Rights and Limitation of Liability

#### 4.5.1 Reserved Rights of the Township of South-West Oxford

The Township of South-West Oxford reserves the right to

- a. make public the names of any or all Proponents;
- b. make changes, including substantial changes, to this RFP provided that those changes are issued by way of addendum in the manner set out in this RFP;
- c. request written clarification or the submission of supplementary written information in relation to the clarification request from any Proponent and incorporate a Proponent's response to that request for clarification into the Proponent's Proposal;
- d. waive minor informalities and accept Proposals that substantially comply with the requirements of this RFP:
- e. verify with any Proponent or with a third party any information set out in a Proposal;
- f. check references other than those provided by any Proponent;

- g. disqualify a Proponent, rescind a notice of selection, or terminate a contract subsequently entered into if the Proponent has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- h. select any Proponent other than the Proponent whose Proposal reflects the lowest cost or the highest revenue to the Township, or the highest technical score;
- i. cancel this RFP process at any stage;
- j. cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- k. accept any Proposal in whole or in part; or
- I. reject any or all Proposals.

These reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

#### 4.5.2 Limitation of Liability

By submitting a Proposal, each Proponent agrees that

- a. neither the Township nor any of it employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this RFP process including but not limited to costs of preparation of the Proposal, loss of profits, loss of opportunity or for any other claim; and
- b. the Proponent waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the Proposal, loss of profit or loss of opportunity by reason of the Township's decision not to accept the Proposal submitted by the Proponent, to enter into an agreement with any other Proponent or to cancel this RFP process, and the Proponent shall be deemed to have agreed to waive such right or claim.

#### 4.6 Indemnity and Insurance

# 4.6.1 Indemnity and Hold Harmless

The Proponent shall defend, indemnify and save harmless in full the Township and those for who the Township is responsible including but not limited to its elected officials, officers, employees, contractors, sub-contractors and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, administrative proceedings, administrative monetary penalties, applications, causes of action, losses, expenses, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Proponent, its directors, officers, employees, agents, contractors and subcontractors, or any of them or those for whom the Proponent is responsible, in connection with or in any way related to the delivery or performance of this Project. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Proponent.

#### 4.6.2 Insurance

Prior to the commencement of any work, the Successful Proponent must furnish to the Township, at their expense, certificate(s) of insurance satisfactory to the Township, as set forth below. All insurance policies of the Successful Proponent shall be underwritten by an insurer licensed to conduct business in the Province of Ontario.

The certificate(s) for the coverage with the following minimums:

- a. Commercial General Liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence;
- b. Automobile Policy, covering vehicles used in any manner in connection with the performance of this agreement for a limit not less than two million dollars (\$2,000,000).
- c. Professional Liability/Errors and Omissions; the coverage shall be maintained continuously during the term of the agreement and for two (2) years after the termination or expiration of this agreement for a limit not less than two million dollars (\$2,000,000).

The Commercial General Liability policy shall contain:

- (i) the Township of South-West Oxford as additional insured with respect to liability arising in the course of, or in connection with, work performed under the contract;
- (ii) cross-liability and severability of interest clause;
- (iii) non-owned auto coverage;
- (iv) contractual liability (both oral and written); and,
- (v) thirty (30) days' written notice of cancellation, termination or material change.

#### 4.6.3 Workplace Safety and Insurance Act Requirements

All contractors performing work for the Township must comply with the *Workplace Safety and Insurance Act*. The Successful Proponent shall furnish a Workplace Safety and Insurance Board (WSIB) Clearance Certificate <u>prior</u> to commencement of work and agrees to maintain their WSIB account in good standing throughout the contract period.

If the successful Proponent is a self-employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an "independent operator" a letter from WSIB acknowledging independent contractor status and confirming that WSIB coverage is not required must be provided to the Township prior to commencement of work.

# 4.7 Health & Safety

Prior to the commencement of any work, the Successful Proponent must complete the Township of South-West Oxford's Health & Safety Procedure #25 – "Contractor's Responsibilities & Duties – Tendered" is required (available on Township website <a href="https://www.swox.org">www.swox.org</a> – Bids and Tenders)

# 4.8 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005 (AODA)

Pursuant to Section 6 of the Regulation, the proponent shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the goods and services contemplated herein to persons with disabilities. Such training shall be provided in accordance with Section 6 of the Regulation and shall include, without limitation, a review of the purpose of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. For further details, go to <a href="https://www.AccessON.ca">www.AccessON.ca</a>

The proponent shall submit to the Township upon request, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of the contents of training, together with a record of the dates on which training was provided and the individuals to whom training was provided.

In accordance with the Accessibility for Ontarians with Disabilities Act, 2005 Integrated Accessibility Standards Regulation (Ontario Regulation 191/11), the Township requires

documents created for the municipality be provided in a format which is compliant with WCAG 2.0 Level AA requirements.

#### 4.9 Default / Non-Performance

The Township will reserve the right to determine "non-performance" or "poor quality" of service and further reserves the right to cancel any or all of this contract at any time should the Proponent's performance not meet the terms and conditions of the RFP upon thirty (30) days written notification to the Proponent.

"Non-performance" shall mean the failure to meet the complete terms and conditions of this Contract including, but not limited to, the response time. In the event of such cancellation, the Township retains the right to claim damages as a result of such default.

If the Township terminates the Contract, it is entitled to:

- a. withhold any further payment to the Proponent until the completion of the work and the expiry of all obligations under the Contract; and
- b. recover from the Proponent any loss, damage and expense incurred by the Township by reason of the default (which may be deducted from any monies due or becoming due to the Proponent).

# 4.10 Governing Law and Interpretation

These Terms and Conditions of the RFP Process are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.



#### THE TOWNSHIP OF SOUTH-WEST OXFORD

# Appendix A - Statement of Bidders

BIDDER DOCUMENT NAME:	<b>CONSULTING</b>	SERVICES	FOR MASTER	R FIRE PLAN
BID DOCUMENT NUMBER: R	ED_2025_03			

- 1. I/We have reviewed all terms and conditions of all forms included as part of this bid package.
- 2. I/We have read and understand all of the terms and conditions of the forms included as part of this bid package.
- 3. I/We understand that if our bid is successful, all requirements of the successful bidder as outlined in this bid document will be completed by the time and in the format required.

Dated at		_ this	_ day of
	_, 20		
Witness		Signature of Authorized	l Person
		Position	

# Appendix B - Bid Form

# **Instruction to Proponents**

The Proponent shall provide their total Consultant Fee, including all fees and disbursements, to complete this assignment in accordance with the Services detailed herein and in the proponent's proposal. All prices shall be quoted in Canadian Funds exclusive of the Harmonized Sales Tax (HST) or other similar taxes, which should be itemized separately in the designated space on the Bid Form. All prices quoted, unless otherwise instructed in this RFP, shall remain firm for the term of the project.

Full Legal Name of Proponent:		
Address:		
Contact Name and Title:		
Contact Email:		
Phone Number:		
HST Number (9 Digit):		
Description	Consultant Fee	
Professional Consulting Services for a Master Fire Plan		\$
нѕт		\$
Tota	Total Proposal Price	
The Proponent acknowledges and agre RFP Document. The Proponent is reque the addenda numbers in the blank spac	ested to confirm that	at it has received all addenda by listin
Name of Proponent Representative Title o		of Proponent Representative
Signature of Proponent Representative Date		
I have the authority to bind the corpora	ation	

# Appendix C - Reference Form

Provide **three (3)** references for projects of comparable size and complexity. The Township reserves the right to contact the references listed.

Reference # 1			
Name of Client			
Address			
Contact Name and Title			
Phone Number			
Email Address			
Project Description			
Duration of Project			
Project Value			
Name of Client	Reference # 2		
Address			
Contact Name and Title			
Phone Number			
Email Address			
Project Description			
Duration of Project			
Project Value			
	2.5		
Name of Client	Reference # 3		
Address			
Contact Name and Title			
Phone Number			
Email Address			
Project Description			
Duration of Project			
Project Value			

#### Submission Label

Complete the Proponent Name and Address information and then affix this submission label to the front of your sealed RFP submission package to clearly identify the RFP and the vendor information. The Township will not be held responsible for envelopes or packages that are not labeled.

Proposal submissions must be returned to:

Township of South-West Oxford 312915 Dereham Line Mount Elgin, ON N0J 1N0 Attn: Shane Caskanette, Fire Chief / CEMC

**REQUEST FOR PROPOSAL** 

RFP-2025-03

CONSULTING SERVICES FOR MASTER FIRE PLAN

PROPONENT'S NAME:				
ADDRESS:				
ADDITEOU				
	For Township Use Only			
Date Stamp				
	Time Received	Employee Signature		
BIDS RECEIVED AFTER THE CLOSING DATE AND TIME WILL BE REJECTED.				