



**Request for Proposal
(RFP)**

**Master Fire Plan
RFP Fire Department 19-01**

Request for Proposals will be received not later than:

**September 4, 2019
11:00 a.m. Local Time**

Addressed to:
Attn: Bill Balfour, Fire Chief
988 County Road 10,
Millbrook, ON
L0A 1G0

Re: RFP Fire Department 19-01 Master Fire Plan

1.0 Introduction

The Township of Cavan Monaghan invites proposals from qualified proponents interested in providing consulting services for a Master Fire Plan to address current and anticipated community fire risks over the next ten (10) years based on the policies in the Township of Cavan Monaghan's Official Plan. The primary focus of the Master Fire Plan is the fire services related components of the OFMEM (Ontario Fire Marshal Emergency Management) three lines of defense identified throughout our Township.

The requirements for responses to this Request for Proposal (RFP) are described in this document. The proposal must meet all of the requirements outlined. The Township, at its sole discretion, reserves the right to refuse any proposal and to re-issue this RFP.

The project will commence when a contract has been signed and will run for approximately six (6) months.

The Township reserves the right not to accept any proposal and to select individual items specified in the scope of work. All proposals must be on Township forms which are available on the Township website www.cavanmonaghan.net, or by email upon request, or at the Township Municipal Office, 988 County Road 10, Millbrook, ON L0A 1G0. Should the documents be downloaded from the municipal website under Bids and Tenders <http://cavanmonaghan.net/MunicipalServices/BidsandTenders>, please send a confirmation email to bbalfour@cavanmonaghan.net to be registered on the potential proponents' list. Failure to register may result in your proposal being disqualified. All proposals must include the original RFP Fire Department 19-01 Master Fire Plan document as reference in the submitted proposal, inclusive of any addendum.

The following sections are intended to guide the preparation of proposals for the Master Fire Plan.

2.0 Project Costs

The contract between the Township of Cavan Monaghan and the consulting team shall specify the project costs. The cost shall be considered an upset figure which will not be exceeded. The project cost is one of the proposal evaluation criteria.

Please note that:

- a. The cost of advertising and room rentals required for meetings open to the public in the context of any public consultation process will be paid for by the Township of Cavan Monaghan. The Township will be responsible for the preparation and placing of all advertising and providing appropriate meeting facilities.

- b. The cost of any presentation support materials, exhibits and project products will be the responsibility of the consultant team.
- c. The proposal must outline all costs associated with supplying the identified services. The total price must be stated clearly at the outset and the work plan shall clearly identify the person-hours and fees associated with each task. Final selection will be subject to successful contract negotiations with the preferred consultant team.
- d. The Township will pay the consultant for providing the services in accordance with the payment terms set out in the contract, provided that the cost to complete the services as set out in the contract shall be the maximum amount that the Township shall be obliged to pay the consultant, unless otherwise agreed to in writing between the parties in advance of the execution of any work that may be considered beyond the scope of the contract.
- e. The consultant should consider the tax regime prevailing at the time of the contract submission closing date when determining pricing. All prices should be quoted net of applicable taxes and in Canadian funds.

3.0 Background

3.1 Study Area

The Study Area includes all of the Township of Cavan Monaghan.

The Township of Cavan Monaghan is a lower tier municipality located in the County of Peterborough. The Township is made up of the Wards of Cavan, Millbrook and North Monaghan.

The Township is a predominantly agricultural municipality, forming the south west section of Peterborough County. The population of the Township of Cavan Monaghan is approximately 8800 and encompasses a geographic area of approximately 306 square kilometres.

Millbrook is the only serviced settlement area within the Township. Lands within Millbrook are designated to encourage the development of a complete community including residential, commercial, industrial, institutional and recreational land uses. Official Plan policy directs certain commercial uses to the downtown area and other commercial uses to the greenfield area. Larger employment and industrial uses are permitted predominantly in the greenfield area north of the downtown Millbrook.

Unserviced hamlet areas include Bailieboro, South Monaghan, Fraserville, Springville, Five Mile Turn, Mount Pleasant, Ida and Cavan. A variety of land

uses are permitted in the hamlets. The hamlets do, however, tend to be largely residential.

The Township has a number of established employment areas that primarily centre on transportation links. Lands are designated along the Highway 115, Highway 7, County Road 28, Airport Road and North Monaghan Parkway corridors. The Township is also home to the Peterborough Airport.

These lands are generally designated Rural Employment in the Township's Official Plan. The Rural Employment designation is intended to provide opportunities for those uses that, by their nature, may involve outdoor operations and generally provide goods and services to the rural community and businesses, are space intensive use requiring limited water and sanitary services, or are transportation related uses.

3.2 Project Rationale and Context

The Fire Department commissioned a Master Fire Plan in 2010, which was adopted by Council. Since that time there have been changes in the direction of the Township and the planning horizon.

Changes in the Official Plan are currently underway. Seventy percent of planned growth is directed to Millbrook in the new Official Plan, which will include 350 new residential units or equivalents within the existing Millbrook built boundary and 650 new units or equivalents in the adjusted Millbrook boundary. As well, the Official Plan anticipates approximately 115 households in the hamlet areas of Springville, Fraserville, Cavan, Mount Pleasant, Ida, Five Mile Turn, South Monaghan and Bailieboro and 240 units are anticipated in the rural area.

With these changes in direction of future growth, it has necessitated the review of the Department's direction in providing fire protection from its current locations within the Township to ensure that fire services are adequately supplying protection to its residents throughout the entire Township.

The work will form part of the background providing recommendations, directions and costing analysis regarding; future deployment area analysis and requirements; future equipment deployment strategies and apparatus positioning; and the review of existing and future response capabilities and needs of fire services for the next ten (10) years identifying short and long term response capabilities.

3.2 Objectives

1. Prepare a Master Fire Plan for the Township of Cavan Monaghan Fire Department to address current and anticipated community fire risks over the next ten (10) years.
2. Address Fire Suppression activities including aspects of current and future delivery with recommendations and costing for the following;
 - a) Current Facilities review for adequacies
 - b) Administration
 - c) Fire Prevention
 - d) Public Education
 - e) Communications
 - f) Statistical and trend analysis
 - g) Staffing operations and service levels
 - h) Station locations and facilities assessment and resource distributions taking into consideration geography and topography of the Township and current deployment sites.
 - i) Emergency response and future growth
 - j) Apparatus and fleet maintenance (including replacement cycles)
 - k) Forecast Fire Service operational requirements including but not limited to, staffing deployment area locations, Fire Station locations that currently exist and future stations including apparatus requirements for each of the three fire districts.
 - l) Matching resource to risk within the Township.
 - m) Area roadways both future and current that will impact delivery of service.
3. Complete the Master Fire Plan utilizing the following guiding principles;
 - a) Identifies municipal fire risks.
 - b) Identifies deployment capabilities within municipal boundaries, with recommendations and costing that are consistent with Provincial standards of the aforementioned and which provides recommendations to ensure that local needs and circumstances are met.
 - c) It is expected that the chosen firm will apply all relevant standards and guidelines, including the OFMEM Integrated Risk Management Program.
 - d) Provide a service that is equally accessible to the whole community.
 - e) Provide a service that ensures adequate staffing levels can be maintained.
 - f) Provide a service that has appropriate quality assurances and accountability measures incorporated into its function.
 - g) Provide a service that responds to the changing needs and circumstances of the Township of Cavan Monaghan.

The Township will establish a Master Fire Plan Committee (FPC) for this project. The Committee will be made up of Council Member(s), Township Staff and outside agencies as may be required. The Committee may meet monthly with the consulting team to discuss issues, review documents and provide feedback.

4.0 Reference Material

Included but not limited to:

- Township of Cavan Monaghan Master Fire Plan 2010
- Township of Cavan Monaghan Official Plan
- Township of Cavan Monaghan Zoning By-law No. 2018-58, as amended
- Downtown Millbrook Revitalization Plan
- Downtown Millbrook Community Improvement Plan
- Township of Cavan Monaghan Corporate Strategic Plan 2019
- Township of Cavan Monaghan Road Needs Study
- Township of Cavan Monaghan Development Charges By-law
- Township of Cavan Monaghan Parks and Recreation Master Plan 2011
- Fire Department call statistics
- Fire Department current fleet inventory
- Fire Department Policies and Guidelines
- MPAC Data

5.0 Deliverables – End Project

The Respondent shall provide the following:

- One (1) education session with Township Council at the start of the project;
- One (1) Technical Advisory Committee meeting per month;
- Seven (7) bound copies of the final report and a digital copy (in MS Word and searchable PDF format);
- Electronic copies of all power-point presentation suitable for public viewing;
- All materials received from the Township of Cavan Monaghan;
- All project-related written notes and presentation materials prepared by the consultant;
- Final report presented to Council for adoption;
- The successful proponent will report directly to the Fire Chief, Bill Balfour and the Chief Administrative Officer, Yvette Hurley.

6.0 Respondent Information Required in this Request

At a minimum, proposals must:

- Summarize total project costs, including disbursements, an upset limit and clearly indicate a cost quote with all costs pre-HST with taxes listed separately;
- Provide a description of the firm and associated sub –consultant firms;
- Demonstrate the consulting firm’s expertise in the preparation of Master Fire Plans in a rural community in close proximity to a large urban area;
- Provide a summary of the firm’s relevant recent experience and understanding of the Fire Prevention and Protection Act and relevant regulations, including a list of projects completed and underway, three (3) references, and contacts for those references;

- Include a concise statement of the firm's understanding of the project requirements and a discussion of the unique aspects of the firm and their approach to the project;
- Outline the methodology to be employed in undertaking the study, including a broad description of how the firm shall approach the subject;
- Outline the proposed role for each staff member who will be involved in the project, and an indication of the experience of such staff members with similar projects in a similar setting;
- Provide a complete work plan schedule including a labour allocation schedule that depicts the time that each project member shall spend on the various tasks in the project; and
- Describe the resources that will be allocated by the consultant and the resources that will be expected from the Township.
- Harmonized Sales Tax (HST) to be shown separately.

7.1 Insurance and Indemnification

The successful bidder shall, at its own expense, obtain and maintain required insurance until the termination of the contract, and provide the Township with evidence of:

Commercial General Liability insurance on an occurrence basis for an amount not less than Two Million (\$2,000,000) dollars for any negligent acts or omissions by the bidder relating to its obligations under this Agreement.

Such insurance shall include, but is not limited to Bodily Injury and Property Damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile liability, broad form property damage, owners and contractors' protective, products and completed operations, employees as additional Insured, occurrence property damage, contingent employers liability, cross liability and severability of interest clauses.

Such insurance shall add the Corporation of the Township of Cavan Monaghan as an additional insured subject to a waiver of subrogation in favour of the Township with respect to the operations of the bidder. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township. The successful bidder shall indemnify and hold the Corporation of the Township of Cavan Monaghan harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence act or omission whether willful or otherwise by the bidder, its agents, officers, employees or other persons for whom the bidder is legally responsible.

Professional Liability (Errors and Omissions) Insurance coverage shall be obtained to a limit of not less than Two Million (\$2,000,000) on claims made basis. Such coverage shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

The successful bidder shall at their own expense obtain and maintain insurance as stipulated in the contract for the duration of the contract. The bidder shall provide the Township with a letter from their insurance broker confirming their ability to meet the insurance requirement as set out in the contract and that if they are successful they will provide the Township with a certified copy of a liability insurance policy covering public liability and property damage for no less than the minimum amounts within 10 days of notification of acceptance of the contract award. The policy must contain; a “cross liability” clause or endorsement; an endorsement certifying that the Corporation of the Township of Cavan Monaghan and the successful bidder are included as an additional named insured; and, an endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty days prior written notice to the Township of Cavan Monaghan.

7.2 Workplace Safety & Insurance Board

The successful Proponent shall furnish a WSIB Clearance Certificate covering the contract period and indicating their WSIB firm number, account number and that their account is in good standing. This form must be given to the Township prior to commencement of operations. The successful Proponent further 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 premiums 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.

8.0 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 any or all dates at its sole discretion.

Release of RFP:	August 7, 2019
Deadline for Submitting Inquiries:	August 21, 2019
Deadline for Responding to Inquiries:	August 27, 2019

RFP Closes:	September 4, 2019 11:00 am
RFP Public Opening	September 4, 2019 11:10 am
Interviews for short-listed Firms (if required):	September 6, 2019
Final Selection: Report to Council	October 7, 2019

9.0 Submission of Proposals

Each Respondent must submit seven (7) bound copies of the RFP no later than **11:00 a.m. August 1, 2019**, addressed to the Township of Cavan Monaghan as follows

Township of Cavan Monaghan
 988 County Road 10
 Millbrook, ON
 L0A 1G0
 Attention: Fire Chief, Bill Balfour

The outside of the shipping carton/envelope must be clearly marked **RFP Fire Department 19-01 Master Fire Plan** together with the Consultant's name and address.

Any Proposals received after the above deadline will be returned unopened to the Consultant.

10.0 Ownership and Delivery of Materials

The successful consultant agrees that all information and material that constitutes any part of this project, acquired or prepared by the successful proponent pursuant to this contract shall, both during and following the termination of the contract, be the sole property of the Township, including all information and material provided by the Township to the proponent for the purposes of this contract.

Upon the request of the Township, the successful consultant agrees to deliver forthwith to the Township all materials and information specified in the request that is the property of the Township and in the possession or under the control of the successful consultant. No copy or duplicate of any such material or information delivered to the Township shall be retained by the successful consultant and/or supplier team without the prior written approval of the Township. The successful consultant further agrees not to destroy any material or information which is the property of the Township without the Township's prior written approval. This provision survives the expiration or termination of the contract.

11.0 Pre-Submission and Other Information

If any Consultant has questions concerning the request, finds discrepancies or omissions in the solicitation document, or requires clarifications, such matters should be submitted in writing to: Fire Chief, Bill Balfour, 988 County Road 10, Millbrook, ON L0A 1G0

E-mail: bbalfour@cavanmonaghan.net

Lobbying or contact with Township staff, officials or advisers, including Councillors, about this RFP is prohibited and can be considered grounds for disqualification from the process.

All persons or companies who are directly or indirectly involved with private landowners in the Township or adjacent municipalities with regard to the development or potential development of employment lands are deemed to be in a conflict of interest and are ineligible to bid.

The Township reserves the right to request additional data or information after the Proposal date if, in the Township's sole view, such data or information is considered pertinent to aid the review and evaluation process.

The Township reserves the right to supplement, add to, delete from and change this solicitation document. Proponent will be advised by fax or e-mail of any changes that are made.

The Township reserves the right to reject any portion of any Proposal and/or reject all Proposals, to waive any informalities or irregularities in the Proposals, or to re-invite or to re-advertise.

Any amendments and/or questions will be circulated to all registered on the potential bidders list.

12.0 Evaluation Criteria

The following criteria, which are not in any particular order, will be used to determine the ranking of the respondent and proposed system:

Applicable expertise and resources	15%
References	10%
Understanding of the scope of work	25%
Overall quality of proposal	10%
Proposed work Plan	10%
Overall quoted price	20%
Knowledge of the Township	10%
Total	100%

Interviews may be conducted if deemed necessary by the Evaluation Committee.

Evaluation Committee

- The Evaluation Committee may consist of the C.A.O., the Fire Chief, and the Deputy Fire Chief for the Township.
- The Committee will evaluate the submissions based only on the established criteria as presented in the original bid documentation.
- A copy of the completed evaluation forms along with Committee recommendation will be kept in the care and control of the Township Fire Chief in a confidential file and utilized for dispute resolution if necessary.
- The Fire Chief shall prepare a recommendation to Council.

13.0 General Information for Respondents

Sub-Contracting

The selected consultant, who has been approved by the Council of the Township, shall be considered to be the prime contractor and shall keep the operation totally under their control and shall not assign, transfer or sub-contract any portion without the written approval of the Township. The consent of the Township for such assignment or sub-contracting shall not relieve the prime contractor from completion of the project in accordance with the terms of the contract.

Where a consultant submits a joint proposal or proposes a partnership arrangement, the consultant must assume the lead or prime contractor position. As such, the consultant will have the overall responsibility for completing the project as proposed.

Contract Amendments and Revisions

No amendment or revision to a contract shall be made unless the amendment is in the best interest of the Township and approved by the Township.

No amendment that changes the price of a contract shall be agreed to without a corresponding change order describing the change in requirement or scope of work.

Amendments to a contract are subject to the identification and availability of sufficient funds in appropriate accounts within the Township's Council approved budget including authorized revisions.

Payment

Payment Terms shall be thirty (30) days net from the date when a progress invoice is received by the Township of Cavan Monaghan.

Payment for all the work specified in the proposal is included in the Contract Price. No separate measurement or payment will be made for individual items. The payment provided shall be deemed to include full compensation for the supply of information and materials.

Project Meetings

General

The Fire Chief will schedule meetings throughout progress of the project with written notice of each meeting, preside at meetings, record minutes to include significant proceedings and decisions, reproduce and distribute copies of minutes after each meeting to participants and parties affected by meeting decisions.

Pre-project Meeting

- 1) The Consultant shall be prepared to discuss the following subjects, as a minimum:
 - a) Project Schedule
 - b) Consultant's Project Representative
 - c) Progress Payment Procedures
 - d) Project Changes and Clarification Procedures
- 2) Attendees will include:
 - a) Township Representatives
 - b) Consultant's Office / Representatives
 - c) Subcontractors' representatives if applicable
 - d) Others as appropriate

Approval

All RFP's are subject to Purchasing Policy By-law No. 2019-12 and any amendments thereto. Notwithstanding the provisions of this By-law, the Municipality shall have the absolute discretion in awarding contracts and retains the right to reject any or all Bids. The decision of the Township shall be final. The Purchasing Policy and RFP documents are available for download on the municipal website www.cavanmonaghan.net under Bids and Tenders. The successful consultant shall not make any claims for additional costs or expenses due to the delay in, or cancellation of the award of this RFP, due to the approval process.

Access to Information

The disclosure of information received relevant to the issue of a bid solicitation or the award of contracts emanating from bid solicitations shall be made by the appropriate offices in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, as amended.

All records and information pertaining to tenders, proposals and other sealed bids, which reveal a trade secret or scientific, technical, commercial, financial, legal or other human resources information supplied in confidence implicitly or explicitly, shall remain confidential if the disclosure could reasonably be expected to:

- i. Prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organizations;
- ii. Result in similar information no longer being supplied to the Township where it is in the public interest that similar information continues to be so supplied;
- iii. Result in undue loss or gain to any person, group, committee or financial institution or agency; or
- iv. Result in information whose disclosure could reasonably be expected to be injurious to the financial interests of the Township.

Response Form – A - Identification of Respondent

Name of Firm:

Address:

City

Province

Post Code:

Tel:

Fax:

Email:

Name of Person signing for Firm:

Position of Person signing for Firm:

Signature:

Date:

Person signing must be authorized to sign on behalf of the Company/Individual represented, and to bind the Company/Individual to statements made in response to this contract.

Do not remove any page from this quotation document.
Failure to return all pages with your bid may invalidate your bid.

Response Form – B - Contract

Re: Contract for the Master Fire Plan for the Township of Cavan Monaghan

The undersigned has examined the scope of the project described herein and is fully informed as to the nature of the work and the conditions related to its performance.

I/WE declare that I/WE have carefully examined addenda no.* _____ to no. * _____ and hereby acknowledge the same to be part and parcel of any contract to be let for all work therein described.

I/We hereby propose to furnish all necessary machinery, tools, apparatus and other means required to do all the work, furnish all materials and to complete the work herein described in strict accordance with the plans, therefore, and in conformity with the requirements of the specifications and supplemented specifications as may be provided by the Owner for the performance of said Work.

This submission constitutes a valid and irrevocable offer which will remain open for acceptance by the Township for no less than sixty (60) days following the closing date.

All amounts are in Canadian funds.

- To be completed by respondent.

Signature

Date

Person signing must be authorized to sign on behalf of the Company/Individual represented, and to bind the Company/Individual to statements made in response to this contract.

Response Form – C - References

References – Must be completed and returned with submission

References: State names, addresses and telephone numbers and email addresses of clients for whom your company has performed similar services:

1. Name: _____

Address: _____

Telephone: _____ Email: _____

2. Name: _____

Address: _____

Telephone: _____ Email: _____

3. Name: _____

Address: _____

Telephone: _____ Email: _____

References will be used as part of the evaluation process

Response Form – D - Fee Proposal

Master Fire Plan costs within scope described in RFP Fire Department 19-01 Master Fire Plan, for the Township of Cavan Monaghan.

Stage 1: Information Collection		
Estimated number of meetings:		
Cost: \$	HST: \$	Total: \$
Stage 2: Analysis and Recommendations		
Estimated Number of Meetings:		
Cost: \$	HST: \$	Total: \$
Materials for Presentation:		
Stage 3: Preparation of Master Fire Plan		
Estimated Number of Meetings:		
Materials for Presentation:		
Cost: \$	HST: \$	Total: \$
Stage 4: Approval		
Estimated Number of Meetings:		
Materials for Presentation:		
Cost: \$	HST: \$	Total: \$

Hourly rate for additional services considered out of scope:

Name of Person Signing

Position of Person Signing

Signature

Date

Person signing must be authorized to sign on behalf of the Company/Individual represented, and to bind the Company/Individual to statements made in response to this contract and must have a full understanding of the responsibilities and work to be completed in RFP Fire Department 19-01 Master Fire Plan for the Township of Cavan Monaghan.