



**Request for  
Proposals For  
Renovations to the Shelburne & District Fire Department Fire Station**

Request for Proposals No.: **2021-02**

Issued: **September 21, 2021**

Submission Deadline: **October 15, 2021, 4:00 p.m.**

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## TABLE OF CONTENTS

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<b>PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS</b> .....	<b>3</b>
1.1 Invitation to Proponents.....	3
1.2 RFP Contact.....	3
1.3 Type of Contract for Deliverables .....	3
1.4 RFP Timetable .....	3
1.5 Submission of Proposals .....	4
<b>PART 2 – EVALUATION, NEGOTIATION and AWARD</b> .....	<b>6</b>
2.1 Stages of Evaluation and Negotiation.....	6
2.2 Stage I – Mandatory Submission Requirements .....	6
2.3 Stage II – Evaluation .....	6
2.4 Stage III – Pricing .....	6
2.5 Stage IV – Ranking and Contract Negotiations.....	7
<b>PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS</b> .....	<b>8</b>
3.1 General Information and Instructions .....	8
3.2 Communication after Issuance of RFP .....	9
3.3 Notification and Debriefing.....	10
3.4 Conflict of Interest and Prohibited Conduct.....	10
3.5 Confidential Information.....	11
3.6 Procurement Process Non-binding .....	12
3.7 Governing Law and Interpretation.....	12
<b>APPENDIX A – FORM OF AGREEMENT</b> .....	<b>14</b>
<b>APPENDIX B – SUBMISSION FORM</b> .....	<b>19</b>
<b>APPENDIX C – PRICING FORM</b> .....	<b>22</b>
<b>APPENDIX D – RFP PARTICULARS</b> .....	<b>23</b>
A. THE DELIVERABLES .....	23
B. MATERIAL DISCLOSURES.....	24
C. MANDATORY SUBMISSION REQUIREMENTS .....	24
D. MANDATORY TECHNICAL REQUIREMENTS.....	24
E. PRE-CONDITIONS OF AWARD .....	24
F. RATED CRITERIA .....	25

# PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

## 1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Shelburne & District Fire Department (SDFD) to prospective proponents to submit proposals for **the Design and Build for the Shelburne & District Fire Department (SDFD) Fire Station**, as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The SDFD Fire Station provides a wide variety of services to the community. Built in 1982 the building was originally built to house the SDFD. Over the years, few major renovations have been completed resulting in issues with:

- meeting today’s accessibility standards
- providing sufficient usable space for staff

To address these concerns, renovations to the SDFD Fire Station are needed. The general scope of the works is as follows:

- Improvements to the existing space to create a more inviting space
- Improvements to the existing space to include space for firefighter decontamination

Information about the SDFD, including the SDFD’s Purchasing Policy, can be found by contacting the SDFD at 519-925-5111 or [sdfd@sdfd.ca](mailto:sdfd@sdfd.ca).

## 1.2 RFP Contact

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the SDFD, other than as outlined in Section 3.2.1, 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.

## 1.3 Type of Contract for Deliverables

The selected proponent will be requested to enter direct contract negotiations to finalize an agreement with the SDFD for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the SDFD and the selected proponent. It is the SDFD’s intention to enter into an agreement with only one (1) legal entity.

## 1.4 RFP Timetable

Issue Date of RFP	September 20, 2021
Optional Site Visit	Prior to October 5, 2021
Deadline for Questions	October 11, 2021
Deadline for Issuing Addenda	October 11, 2021
Submission Deadline	October 14, 2021
Rectification Period	1 week
Anticipated Ranking of Proponents	October 21, 2021
Contract Negotiation Period	10 calendar days
Anticipated Execution of Agreement	November 1, 2021

The RFP timetable is tentative only and may be changed by the SDFD at any time. For greater clarity, business days mean all days that the SDFD Office is open for business.

Site Visit Details:

Scheduled site visits will be accepted until October 4, 2021

## 1.5 Submission of Proposals

### 1.5.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted at:

The Shelburne & District Fire Department  
114 O'Flynn Street  
Shelburne, ON  
L9V 2W9

### 1.5.2 Proposals to be Submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.

### 1.5.3 Proposals to be Submitted in Prescribed Format

Proponents should divide their proposals into two, separate, sealed envelopes:

- a) Technical Envelope – The first envelope should contain one (1) hard copy of all information related to the proponent's technical submission, including the Submission Form (Appendix B), and all responses to the rated criteria requirements.
- b) Pricing Envelope – The second envelope should contain one (1) hard copy of the proponent's completed Pricing Form (Appendix C).

Both envelopes should be contained in one sealed package, which should be prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the proponent, and with the Submission Deadline.

If there is a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal will prevail.

### 1.5.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

### **1.5.5 Withdrawal of Proposals**

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. The SDFD is under no obligation to return withdrawn proposals.

[End of Part 1]

## **PART 2 – EVALUATION, NEGOTIATION AND AWARD**

### **2.1 Stages of Evaluation and Negotiation**

The SDFD will conduct the evaluation of proposals and negotiations in the following stages:

### **2.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which proposals comply with all mandatory submission requirements. An administrative representative of the SDFD will open both envelopes to conduct this review but will re-seal the Pricing Envelope. The Pricing Envelope will not be reviewed by the evaluation committee until after Stage II.

If a proposal fails to satisfy all the mandatory submission requirements, the SDFD will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the SDFD issues a rectification notice to the proponent.

The mandatory submission requirements are set out in Section C of the RFP (Appendix D).

### **2.3 Stage II – Evaluation**

Stage II will consist of the following two sub-stages:

#### **2.3.1 Mandatory Technical Requirements**

The SDFD will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP (Appendix D) have been met. Questions or queries on the part of the SDFD as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

#### **2.3.2 Rated Criteria**

The SDFD will evaluate each qualified proposal based on the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix D). Only proposals that meet the thresholds set out in that section will proceed to Stage III – Pricing.

### **2.4 Stage III – Pricing**

Stage III will consist of the opening of the Pricing Envelope and a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in the Pricing Form (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

## 2.5 Stage IV – Ranking and Contract Negotiations

### 2.5.1 Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter direct contract negotiations to finalize the agreement with the SDFD. In the event of a tie, the selected proponent will be selected by way of coin toss.

### 2.5.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter a contract on the part of the SDFD or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the SDFD and the selected proponent. Negotiations may include requests by the SDFD for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the SDFD for improved pricing or performance terms from the proponent.

### 2.5.3 Time Period for Negotiations

The SDFD intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the SDFD invites the top-ranked proponent to enter negotiations. A proponent invited to enter direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), provide requested information in a timely fashion and conduct its negotiations expeditiously.

### 2.5.4 Failure to Enter into Agreement

If the pre-conditions of award listed in Section E of the RFP (Appendix D) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the SDFD may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the SDFD elects to cancel the RFP process.

### 2.5.5 Notification of Negotiation Status

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

## **PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Proponents to Follow Instructions**

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

#### **3.1.2 Proposals in English**

All proposals are to be in English only.

#### **3.1.3 No Incorporation by Reference**

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

#### **3.1.4 References and Past Performance**

In the evaluation process, the SDFD may include information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with the SDFD or other institutions.

#### **3.1.5 Information in RFP Only an Estimate**

The SDFD and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. 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.

#### **3.1.6 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.

#### **3.1.7 Proposal to be Retained by the SDFD**

The SDFD will not return the proposal, or any accompanying documentation submitted by a proponent.

#### **3.1.8 Trade Agreements**

Proponents should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade are subject to that trade agreement but that the rights and obligations of the parties will be governed by the specific terms of this RFP.

### **3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract**

The SDFD makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The SDFD may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

## **3.2 Communication after Issuance of RFP**

### **3.2.1 Proponents to Review RFP and Submit Questions**

Proponents should promptly examine all documents comprising this RFP, and may direct questions or seek additional information in writing by using the Biddingo link or by emailing the following on or before the Deadline for Questions set out in the RFP Timetable:

Ralph Snyder, Fire Chief  
[rsnyder@sdfd.ca](mailto:rsnyder@sdfd.ca)

No such communications are to be sent via any other method than set out above. The SDFD is not responsible for any information obtained by any other means. The SDFD is under no obligation to provide additional information.

It is the responsibility of the proponent to seek clarification on any matter it considers to be unclear. The SDFD is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

### **3.2.2 All New Information to Proponents by Way of Addenda**

This RFP may be amended only by addendum in accordance with this section. If the SDFD, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by 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 SDFD. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

If the SDFD determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the SDFD may extend the Submission Deadline for a reasonable period.

### **3.2.4 Verify, Clarify and Supplement**

When evaluating proposals, the SDFD may request further information from the proponent or third parties to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D of the RFP (Appendix D). The SDFD may revisit and re-evaluate the proponent's response or ranking based on any such information.

### 3.3 Notification and Debriefing

#### 3.3.1 Notification to Other Proponents

Once an agreement is executed by the SDFD and a proponent, the other proponents may be notified directly in writing and will be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process.

#### 3.3.2 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. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

#### 3.3.3 Procurement Protest Procedure

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with any applicable trade agreement or other applicable bid protest procedures. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome.

### 3.4 Conflict of Interest and Prohibited Conduct

#### 3.4.1 Conflict of Interest

The SDFD may disqualify a proponent for any conduct, situation, or circumstances, determined by the SDFD, in its sole and absolute discretion, to constitute a Conflict of Interest, as defined in the Submission Form (Appendix B).

#### 3.4.2 Disqualification for Prohibited Conduct

The SDFD may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered if the SDFD determines that the proponent has engaged in any conduct prohibited by this RFP.

#### 3.4.3 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

#### 3.4.4 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 pursuant to this RFP without first obtaining the written permission of the RFP Contact.

### **3.4.5 No Lobbying**

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

### **3.4.6 Illegal or Unethical Conduct**

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the SDFD; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

### **3.4.7 Past Performance or Past Conduct**

The SDFD 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 SDFD, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

## **3.5 Confidential Information**

### **3.5.1 Confidential Information of the SDFD**

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

- (a) is the sole property of the SDFD 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 SDFD; and
- (d) must be returned by the proponent to the SDFD immediately upon the request of the SDFD.

### **3.5.2 Confidential Information of Proponent**

A proponent should identify any information in its proposal, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the SDFD. The confidentiality of such information will be maintained by the SDFD, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as

necessary, be disclosed, on a confidential basis, to advisers retained by the SDFD to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

### 3.6 Procurement Process Non-binding

#### 3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor the SDFD will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

#### 3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the SDFD by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

#### 3.6.3 Non-binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the SDFD to enter into an agreement for the Deliverables.

#### 3.6.4 Cancellation

The SDFD may cancel or amend the RFP process without liability at any time.

### 3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision)
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and

- (c) 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.

[End of Part 3]

APPENDIX A  
FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR

This agreement made in duplicate this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

*Contract:*  
Reference No. Renovations to SDFD Firehall  
02-2021

BETWEEN:

The Shelburne and District Fire Department

(the "Owner")

AND:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(NAME AND OFFICE ADDRESS OF CONTRACTOR)

(the "Contractor")

**The Owner and the Contractor agree as follows:**

- |  |     |   |
|--|-----|---|
| <b>Article 1 The Work Start / Completion Dates</b> | 1.1 | The <i>Contractor</i> will perform all <i>Work</i> and provide all labour, equipment and material and do all things strictly as required by the <u><i>Contract Documents</i></u> .  |
|  | 1.2 | The <i>Contractor</i> will commence the <i>Work</i> in accordance with the <u><i>Notice to Proceed</i></u> . The <i>Contractor</i> will proceed with the <i>Work</i> diligently, will perform the <i>Work</i> generally in accordance with the construction schedules as required to complete the <i>Work</i> on or before _____. |
|  | 1.3 | Time shall be of the essence of the <i>Contract</i> .   |

APPENDIX A  
FORM OF AGREEMENT

- Article 2 Contract Documents**
- 2.1 The "Contract Documents" consist of the documents listed or referred to in Schedule 1, entitled "Schedule of Contract Documents", which is attached and forms a part of this Agreement, and includes all additional and amending documents issued in accordance with the provisions of the Contract Documents. All the Contract Documents shall constitute the entire *Contract* between the *Owner* and the *Contractor*.
- 2.2 The *Contract* supersedes all prior negotiations, representations, or agreements, whether written or oral, and the *Contract* may be amended only in strict accordance with the provisions of the Contract Documents.
- Article 3 Contract Price**
- 3.1 The price for the *Work* ("Contract Price") shall be the sum in Canadian dollars.
- 3.2 The Contract Price shall be the entire compensation owing to the *Contractor* for the *Work* and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the *Work*.
- Article 4 Payment**
- 4.1 Subject to applicable legislation and the provisions of the Contract Documents, the *Owner* shall make payments to the *Contractor*.
- Article 5 Rights and Remedies**
- 5.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 5.2 Except as specifically set out in the Contract Documents, no action or failure to act by the *Owner*, or *Contractor* shall constitute a waiver of any of the parties' rights or duties afforded under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the *Contract*.

APPENDIX A  
FORM OF AGREEMENT

**Article 6 Notices**

6.1 Communications among the *Owner*, the and the *Contractor*, including all written notices required by the *Contract Documents*, may be delivered by hand, or by email, or by pre-paid registered mail to the addresses as set out below:

The *Owner*:

Shelburne And District Fire Department

Email: sdfd@sdfd.ca

Attention: Fire Chief

The *Contractor*:

Email: \_\_\_\_\_

Attention: \_\_\_\_\_

6.2 A communication or notice that is addressed as above shall be considered to have been received

1.1.1 immediately upon delivery, if delivered by hand; or

1.1.2 immediately upon transmission if sent by email and received; or

1.1.3 after 5 *Days* from date of posting if sent by registered mail.

6.3 The *Owner* or the *Contractor* may, at any time, change its address for notice by giving written notice to the other at the address then applicable.

6.4 The sender of a notice by email assumes all risk that the email is received.

**Article 7 General**

7.1 This *Contract* shall be construed according to the laws of Ontario.

7.2 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.

APPENDIX A  
FORM OF AGREEMENT

- 7.3 The headings included in the Contract Documents are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the Contract Documents.
- 7.4 A word in the Contract Documents in the singular includes the plural and, in each case, vice versa.
- 7.5 This agreement shall ensure to the benefit of and be binding upon the parties and their successors, executors, administrators, and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first written above.

*Contractor:*

\_\_\_\_\_  
(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

\_\_\_\_\_  
(AUTHORIZED SIGNATORY)

\_\_\_\_\_  
(AUTHORIZED SIGNATORY)

*Owner:*

\_\_\_\_\_  
(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

\_\_\_\_\_  
(AUTHORIZED SIGNATORY)

\_\_\_\_\_  
(AUTHORIZED SIGNATORY)

APPENDIX A  
FORM OF AGREEMENT

(INCLUDE IN LIST ALL DOCUMENTS INCLUDING, IF ANY, SUPPLEMENTARY GENERAL CONDITIONS, SUPPLEMENTARY SPECIFICATIONS, SUPPLEMENTARY STANDARD DETAIL DRAWINGS.)

**Schedule 1 Schedule of Contract Documents**

The following is an exact and complete list of the Contract Documents, as referred to in Article 2.1 of the Agreement.

- 8. Agreement, including all Schedules;
- 8. Supplementary General Conditions (if any, insert title and edition date);
- 8. General Conditions;
- 8. Supplementary Specifications (if any, insert title and edition date);
- 8. Specifications;
- 8. Supplementary Standard Detail Drawings (if any, insert title and edition date);
- 8. Standard Detail Drawings;
- 8. Executed Request for Proposal, including all Appendices;
- 8. The following Addenda:

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( ADDENDA, IF ANY )

## APPENDIX B – SUBMISSION FORM

### 1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	

### 2. Acknowledgment of Non-binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the SDFD and the proponent unless and until the SDFD and the proponent execute a written agreement for the Deliverables.

### 3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in the completed Pricing Form (Appendix C).

### 4. Non-binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in the Pricing Form (Appendix C). The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

## 5. Addenda

The proponent is deemed to have read and considered all addenda issued by the SDFD prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line:\_\_\_\_\_ . If this section is not completed, the proponent will be deemed to have received all posted addenda.

## 6. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

## 7. Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the SDFD in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships, or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

For the purposes of section (a)(i) above, proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the SDFD within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

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### 8. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the SDFD to the advisers retained by the SDFD to advise or assist with the RFP process, including with respect to the evaluation this proposal.

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Signature of Witness

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Signature of Proponent Representative

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Name of Witness

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Name of Proponent Representative

---

Title of Proponent Representative

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Date

I have the authority to bind the proponent.

## APPENDIX C – PRICING FORM

### 1. Instructions on How to Complete Pricing Form

- (a) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for Harmonized Sales Tax (HST).
- (b) Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

### 2. Evaluation of Pricing

Pricing is worth 25 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each proponent will receive a percentage of the total possible points allocated to price for the bid, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

### 3. Pricing Form

1. Price for Fire Station Renovation	\$
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## **APPENDIX D – RFP PARTICULARS**

### **A. THE DELIVERABLES**

The Shelburne & District Fire Department requires professional services to direct and oversee the renovation project of the Fire Station as shown in Criterium Jansen Engineers drawing, Professional services required will entail the following:

#### **Phase I – Existing Conditions Assessment**

- Review existing site conditions of the facility.
- Assess existing electrical and mechanical systems servicing the area to determine system upgrades that are required.
- Determine structural elements to ascertain flexibility of re-design of space.
- Consult with various agencies such as Municipal Chief Building Official / Planner, and others as required.

#### **Phase II – Plan Development**

- Successful proponent will receive Criterium Jansen Engineers AutoCAD drawing.
- Develop working construction drawings and review with the Fire Chief
- Make any changes to demolition and construction plans and budget as requested by the SDFD
- Upon final acceptance of the plans by SDFD staff, prepare the required final construction drawings as required

#### **Phase III – Administration of the Work**

- Successful proponent to follow the responsibility Schedule set out in the Criterium Jansen Engineers drawing.
- Provide qualified tradespeople and sub trades to complete the work.
- Oversee the construction ensuring completion of the project within the identified timeframe
- Oversee the construction to ensure a high quality of execution of the work in accordance with the contract
- Liaise with SDFD staff for the coordination of renovation space.
- Submit final as-built plans in digital format to the SDFD upon completion of the work

### **GENERAL DESIGN REQUIREMENTS**

- Demolish existing elements as required, including drop ceiling
- Supply and install strapping, insulation, and drywall.
- Supply and install new wall partitions including:
  - Steel stud and drywall, painted
- Supply and install new drop ceiling as required
- Supply and install new electrical outlets and lighting as required
- Supply and install new flooring as required
- Supply and install new accessible fixtures and features as shown and required

## **Design Drawing (attached)**

The basic design of this project has been completed. The SDFD is looking for the proponents to provide further innovative ideas to this design.

## **Completion Date**

This project must be completed prior to **February 1, 2022**

## **B. MATERIAL DISCLOSURES**

N/A

## **C. MANDATORY SUBMISSION REQUIREMENTS**

### **1. Submission Form (Appendix B)**

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

### **2. Pricing Form (Appendix C)**

Each proposal must include a Pricing Form (Appendix C) completed according to the instructions contained in the form.

### **3. Other Mandatory Submission Requirements**

N/A

## **D. MANDATORY TECHNICAL REQUIREMENTS**

The mandatory technical requirements that apply to this RFP, if any, are set out below.

## **E. PRE-CONDITIONS OF AWARD**

The selected proponent will be required to provide to the SDFD, within seven (7) days following written notification of award:

- a) A valid Certificate of Insurance naming SDFD as an additional insured for the coverage and amounts stated in the Form of Agreement.
- b) Valid Workplace Safety and Insurance Board Clearance Certificate, as outlined in the Form of Agreement.

Notification of award will be sent via email to the email address provided.

## F. RATED CRITERIA

The following sets out the categories, weighting, and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category or who do not receive an overall score of 75% of available points for rated criteria will not proceed to the next stage of the evaluation process.

<b>Rated Criteria Category</b>	<b>Weighting (Points)</b>	<b>Minimum Threshold</b>
i. Experience and Qualifications	20	N/A
ii. Schedule	10	N/A
iii. Design Excellence and Creativity	30	N/A
iv. Local to SDFD Response Area	15	N/A
<b>Total Rated Criteria (must score 56 out of 75 points to proceed to Stage III)</b>	<b>75</b>	<b>75%</b>
<b>Pricing (See Appendix C for details)</b>	25	N/A
<b>Total Points</b>	100	N/A

### **i. Experience and Qualifications**

Each proponent should provide the following in its proposal:

- (a) brief description of the proponent.
- (b) a description of its knowledge, skills and experience relevant to the Deliverables.

### **ii. Schedule**

The schedule will be rated on the overall duration of the project and the start date with the most points going to the soonest start date and shortest duration.

### **iii. Design Excellence and Creativity**

Design excellence and creativity will be rated based on the proponent's ideas and suggestions for their design. SDFD is looking for innovative designs, building materials, colours, accents, etc. This can be communicated in a drawing, sketches, or a written narrative.