



RFP-DEV-02-2017

Provisions for design and installation of Cadzow Park Playground

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INFORMATION TO PROPONENTS

1. Scope of Project

Design and install playground equipment at Cadzow Park located in the Town of St. Marys

2. Date of Proposal Submission

One (1) original proposal and three (3) copies of the proposal shall be submitted in a sealed, opaque envelope addressed as follows:

RFP-DEV-02-2017
Ray Cousineau, Facilities Supervisor

Proposals must be submitted under the following instructions.

PROPOSAL CLOSING DATE: March 2, 2017
TIME: 2:00 p.m., local time
LOCATION: Town of St. Marys
Operations Centre Front Desk
408 James Street South
St. Marys, Ontario N4X 1B6

Submissions received by the date and time of closing will be opened immediately following the time of Tender closing.

3. Site Visit

There is a mandatory site visit at Cadzow Park, 217 Park Street East on February 16 at 1:00 p.m. The site visit is expected to take thirty (30) minutes. Proponents not in attendance at the site visit will be disqualified from the selection process.

4. Project Contact

Ray Cousineau
Facilities Supervisor
Town of St. Marys
(519) 284-2340 ext. 637
rcousineau@town.stmarys.on.ca

5. Introduction

The Town of St. Marys boasts a generous compliment of community and recreation amenities for a population of 6,700. The Town of St. Marys has a variety of playgrounds with varying degrees of accessible features for children in St. Marys. The new vision for Cadzow Park is to create a marque playground at one of the Towns oldest parks. The new vision first step is to create a new playground to replace the existing playground system. The Town does not have a master plan in place that speaks to the level of accessibility required at each of

its municipal playgrounds. With that being said, the playground must meet current legislative standards while providing accessible features to the participants.

6. Project Objectives

A new playground should be inviting and welcoming for everyone. It should challenge children physically, stimulate their creativity, encourage cooperation and most of all be fun. The Town would like to see two proposals, the first proposal should be a natural looking playground and the second proposal should be a more modern/conventional playground.

The following items must be included in the design:

- Saucer swing
 - Rotating Climber
 - Protective Surfacing – 75 to 80 % engineered wood chips and 20 to 25% poured in place rubber
 - Connecting Path – a stone dust pathway from the parking lot area and surrounding the playground site for ease of access
-
- All play equipment shall be supplied and installed in accordance with the current CSA standards for play spaces and Annex H.
 - Age appropriate equipment, accessibility and inclusivity are key aspects for consideration within the proposal. The successful applicant shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, AODA 2005.

Existing Playground features are to be dismantled for the town and town staff will remove from site. This includes the 2 swing sets and playground equipment.

7. Completion Date

To ensure that the Town can have a ribbon cutting as part of Canada 150 celebration, we need to have this portion completed no later than June 05, 2017.

8. Customization

A creative, unique design that stimulate kids creativity, encourage cooperation and fun.

9. Project Structure

Ray Cousineau (Facility Supervisor) and Grant Brouwer (Director of Building & Development) will be the Town's main contacts for this project. All correspondence will be through these two individuals.

10. Agreement Value

The budget rests at \$140,000.00 + HST. Which, as previously described, should include the preferred play equipment components listed within Project Objectives.

11. Submission Format

- a. Forms to be submitted with the Proposal must be completed in their entirety in hard copy. All entries shall be clear and legible and made in a non-erasable medium and signed in ink.
- b. Submissions may be mailed, couriered or hand-delivered to the appropriate location. The Corporation will not accept electronic or digitally transmitted submissions. Delivery of Tender through a third party courier service shall be at the risk of the Proponent and must be arranged in due time for the Tender to arrive at the specified location before the Tender closing time. Failure of a third party courier to submit the Tender prior to the Tender closing time will result in the disqualification of the Tender, and will be at no fault of the Corporation.
- c. Proposals must include and repeat the same headings as listed and topic sequence:
 - 1) Experience, Qualifications, Project Management
 - a) Provide an overview of the company history including past project samples. State the length of existence and types of services offered. Identify the technical details that make the Proponent uniquely qualified for this work.
 - b) Information is required of the makeup of staff including skills and qualifications of the project team. Show where these people will be physically located during the project phase. Identify key individuals that will be working on the project by name and title.
 - 2) Budget and Cost
 - a) The Proponent will provide a materials and cost list with this submission of all project components. Be specific when listing materials to allow for a clear and concise comparison analysis.
 - 3) Design Concept
 - a) Provide a projected design of a natural playground and a second design of modern playground
 - b) Realizing that the design concept may be altered pending further consultation from the public, consideration will be given if the elements listed within the RFP were implemented into the preliminary design; where you able to incorporate creative features into the overall design. Each submission will include 5- 11x 17 full colour copies as well as 1-24x36 full colour copy
 - 4) References
 - a) List three professional references of clients you have worked with in the last five years on poured-in-place projects similar to this RFP. Extensive, mutually satisfactory experience working with municipalities for designing, building or overseeing construction of playgrounds.
 - 5) Warranty

- a) What term of warranty is being proposed; what does the warranty cover; are you able to guarantee the finished product by the deadline; was a recommended maintenance plan included.

12. Disqualification

The Corporation reserves the right to reject any or all proposals. Failure of the Proponent to satisfy any term or condition of this RFP may result in the rejection of said Proposal. Further, any incomplete proposals, qualified proposals, proposals not properly signed/dated, proposals received after the closing date/time, proposals completed in pencil, proposals with incomplete calculations, and proposals lacking required information will be rejected as incomplete.

13. Examination of Documents

Each Proponent must satisfy himself or herself by a personal study of the RFP documents, by calculations, and by personal inspection of the site, respecting the conditions existing or likely to exist in connection with the proposed work. There will be no consideration of any claim, after submission of Proposals, that there is a misunderstanding with respect to the conditions imposed by this RFP. Prices must include **all incidental costs** and the Proponent must be satisfied as to the full requirements of the RFP.

14. Proposal Withdrawal or Replacement

Any Proposal may be withdrawn prior to the scheduled time for Proposal Closing by submitting written notice to the RFP contact. Replacement Proposals are welcome until the Proposal Closing.

15. Proposal Evaluation

All submissions must be in compliance with the requirements of the RFP process in order to be considered for evaluation.

Even though Proposals are received based on furnishing product which may meet the minimum requirements indicated, it is not intended that this alone shall limit the award but that other factors shall be considered together with any related experience the Corporation may or may not have had.

All qualified Proposals will be reviewed and evaluated by the selection committee.

It will be the responsibility of the selection committee to initially read, review and evaluate each Proposal. The selection committee may “short list” those Proposals that are most feasible for further consideration.

Proponents may be required to make an oral presentation in support of the proposal.

16. Proposal Selection

For the purpose of evaluation, the following criteria will be utilized to score each Proponent's Proposal.

Category	Description	Points
Experience, Qualifications, Project Management	The Evaluation Team will consider the Proponents demonstrated experience on similar projects, key personnel and references where applicable. Proponents should include the features of their services that give them a competitive advantage.	10
Budget and Cost	Materials and cost list. HST must be shown separately.	30
Design Concept	Did the concept meet the requirements of the RFP	40
References	List of previous clients/professional references	10
Warranty	What type of warranty or guarantee will be offered on the product or service?	10

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals. The evaluation matrix will allow the Town to narrow the selection to the four (4) highest scored proposals. The Town will then seek public input to select the winning design pending Council Approval.

17. Proposal Award Procedure

All Proposals shall be final and binding on the Proponent for a period of 60 (sixty) days from the closing date and may not be altered by any subsequent offerings, discussions, or commitments unless the Proponent is requested to do so by the Corporation.

The Corporation will notify the Successful Proponent of the award. The Successful Proponent agrees to execute a Professional Service Agreement to undertake work within 10 business days of the date of notification of Award.

GENERAL CONDITIONS

1. Workplace Safety and Insurance Act

The Proponent shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing as part of an executed Professional Service Agreement. In addition, the Clearance Certificate must be submitted with final invoice before payment is made. The Successful Proponent agrees to maintain their WSIB account in good standing throughout the agreement period.

If the Proponent 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 Corporation at time of execution of the agreement.

2. Indemnification

The Successful Proponent shall indemnify and hold harmless the Corporation, its officers and employees from and against any and all liabilities, claims, demands, loss, cost, expenses, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the project attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by any acts or omissions of the Proponent, its officers, agents, employees or other persons for whom the Proponent is legally responsible.

3. Liability Insurance

The Successful Proponent shall, at its own expense obtain and keep in force during the term of the Agreement the following insurance requirements.

- a) Commercial General Liability insurance satisfactory to the Corporation and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to and include but not be limited to:
 - A limit of liability not less than \$5,000,000 per occurrence with an aggregate of not less than \$10,000,000
 - The Corporation shall be added as an additional insured with respect to the operations of the Named Insured
 - The policy shall contain a provision for cross liability in respect of the Named Insured
 - Non-owned automobile coverage with a limit of \$2,000,000 and shall include contractual non-owned coverage
 - Products and completed operations coverage
 - Broad Form Property Damage
 - Contractual Liability
 - The policy shall provide 30 days prior notice of cancellation

- b) A standard Automobile Policy with liability limits no less than \$5,000,000 in respect of each owned or leased licensed vehicle.

4. Occupational Health and Safety Act

The Proponent's attention is drawn to the regulations issued by the Ministry of Labour for the Province of Ontario under the Occupational Health and Safety Act. The Proponent acknowledges that they will comply with the Act, and all applicable regulations related to the contracted work. For construction related agreements, the Proponent agrees to assume the role of the Constructor under said Act as it relates to the completion of this agreement.

5. Construction Lien Act

The provisions of The Construction Lien Act, R.S.O. 1990,c.C.30, as amended shall be fully complied with by the Successful Proponent. A ten percent (10%) hold back of the entire amount of the agreement price will be applied by the Corporation until all of the conditions and obligations of the Act have been fully completed.

6. Freedom of Information

The Corporation is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, as amended ("MFIPPA") with respect to, and protection of, information under its custody and control. Accordingly, all documents provided to the Corporation by the Proponent pursuant to this document may be available to the public unless the party submitting the information requests that it be treated as confidential.

Any specific scientific, technical, commercial, proprietary, intellectual or similar confidential information, the disclosure of which could cause them injury or damage may be identified as confidential. Proponents are encouraged to place all such details and information within a separate section of their submission. Complete Proposals are not to be identified as confidential.

7. Accessibility for Ontarian's with Disability Act, 2005

The Proponent's attention is drawn to the regulations issued by the Ministry of Economic Development, Employment & Infrastructure for the Province of Ontario under the *Accessibility for Ontarians with Disabilities Act*. The Proponent acknowledges that they will comply with the Act as it relates to the completion of this project.

8. Addenda

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of the RFP will be posted as a RFP Addendum on the Corporation's website.

Amendment and changes to this Proposal prior to the closing date and time stated herein will only be in the form of written Addenda and said Addenda will be issued by the Corporation. Addenda will be posted on the Corporation's website at [Town of St. Marys Tenders](#). It is the Proponents sole responsibility to check this website regularly to inform itself of any posted Addenda. The Corporation makes no promise or guarantee that Addenda will be delivered by any means to any Proponent. By submitting a Proposal in response to the Request for Proposal, the Proponent acknowledges and agrees that addenda shall be posted on the Corporation website and it is the sole responsibility of the Proponent to check the website for said addenda. Addenda will not be released less than seventy-two (72) hours

prior to the close of the Proposal. Any submission that does not acknowledge receipt of addenda shall be considered as incomplete and will be disqualified.

9. References

Proponents shall provide three (3) references from firms where similar services have been performed within the last five years. References will be equal in complexity and service requirements as outlined in this Proposal.

10. Sub-Contracts

The Proponent shall ensure that all sub-contractors are bound by all the terms and conditions of the Professional Service Agreement.

Proponents are required to provide information on primary subcontractors and suppliers who will be retained for the performance of this Agreement.

11. Assignment of Agreement

The Successful Proponent shall not assign transfer, convey, sublet or otherwise dispose of this agreement or his/her right, title or interest therein, or his power to execute such agreement, to any other person, company or corporation, without the previous consent, in writing, of the Corporation's officials, which consent shall not be unreasonably withheld.

12. Night, Sunday, and Holiday Work

Work during the night, on Sundays or on Statutory Holidays shall not be permitted without the written permission of the Corporation.

13. Extra Work

No work shall be regarded as extra work, unless it is ordered in writing by the Corporation and with the agreed price for the same specified in said order, provided said price is not otherwise determined by the Proposal.

14. Delay in Execution of Work

The Successful Proponent agrees that in case all the work called for under the agreement is not finished or completed within the date of completion, damages will be sustained by the Corporation, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Corporation will sustain in the event of and by reason of such delay and the parties hereto agree that the Successful Proponent will pay to the Corporation the sum of One Thousand Dollars (\$1,000.00) per day for liquidated damages for each and every calendar days delay in finishing the work beyond the date of completion prescribed, and it is agreed that this amount is an estimate of actual damage to the Corporation which will accrue during the period in excess of the prescribed date of completion.

The Corporation may deduct any amount under this paragraph from any monies that may be due or payable to the Successful Proponent on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternate that may be available to the Corporation.

15. Laws and Regulations

The Successful Proponent shall apply and pay for all necessary permits, licenses, approvals and consents required for the execution of the work.

The Successful Proponent shall give the required notices and comply with the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction which are, or become, in force during the period for which services are performed in accordance with the Professional Service Agreement.

16. Protection of Property

The Successful Proponent will be responsible for any damage that may occur relative to the execution of all operations arising from this Agreement. Any damage done to the surrounding property must be made good to the satisfaction of the Corporation of the Town of St. Marys.

The Successful Proponent shall maintain adequate fire protection at the site, portable fire extinguishers, etc., to the satisfaction of the Corporation.

Temporary safeguards and protection shall be provided to adequately guard against injuries to the public.

17. Cancellation

If the Proponent should neglect to execute the work properly or fail to perform any provision of this Award, the Corporation, after three (3) business days written notice to the Proponent, may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the Proponent. Continued failure of the Proponent to execute the work properly shall result in a termination of Agreement.

The Corporation reserves the right to immediately terminate the Agreement at its own discretion, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.

The Corporation shall provide written notice of termination.



Form of Proposal

1. Proponent Information

Company Name (hereinafter called the "Proponent"): _____

Mailing Address): _____

Email Address: _____

Phone Number: _____ Alt Number: _____

Website: _____ WSIB Account #: _____

HST Account #: _____ Years in Service: _____

Proponent's Representative: _____

Authorizing Signature, Authority and Title: _____

2. Acknowledgement to Receipt of Addenda

This will acknowledge receipt of the following addenda and, that the fee includes the provision set out in such addenda. Please list the addenda number and the date received by the Proponent.

Example: Addenda #1 received November 2, 2014

- 1) Addenda #1
- 2) Addenda #2
- 3) Addenda #3

Check here if NO Addenda received

THE PROPONENT DECLARES:

1. No person, firm or corporation, other than the Proponent, has any interest in this Proposal or in the proposed agreement for which this Proposal is made and to which it relates;
2. This Proposal is made by the Proponent without any connection, knowledge or comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a Proposal for the same service, and is in all respects fair and without collusion or fraud;
3. No member of the Municipal Council or any other officer of the Corporation will become interested directly or indirectly as a contracting party without disclosing his interest and otherwise complying with the *Municipal Conflict of Interest Act*, RSO 1990;
4. The content and requirements of this Proposal document have been read and understood.
5. That if this Proposal is accepted, the Proponent agrees to furnish an approved surety bond for the proper fulfilment of the agreement and to execute the Professional Service Agreement in duplicate within ten (10) days after being notified so to do. In the event of default or failure on the Proponent's part to do so, the undersigned agree that the Corporation shall be at liberty to retain the proposal deposit to the use of the Corporation, and to accept the next lowest or any Proposal or to advertise for new Proposals or to carry out the works in any other way deemed best and the Proponent also agrees to pay to the said Corporation the difference between this Proposal and any greater sum which the Corporation may expend or incur by reason of such default or failure, or by reason of such acting, as aforesaid, on the Corporation's part including the cost of any advertising for new Proposals and to indemnify and save harmless the said Corporation and its officers from all loss, damage, cost, charges and expenses which they may suffer or be put to by reason of any such default or failure on the Proponent's part.
6. All prices are quoted in Canadian funds.

A duly completed copy of the Proponent Information, Reference List and Sub-Contractor Form as stated herein is attached hereto.

DATED _____

SIGNATURE OF WITNESS _____

SIGNATURE OF AUTHORIZING PROPONENT _____

3. Proponent's Experience and References

Please provide three (3) references of accounts that your firm has provided similar service within the last five years. References will be equal in complexity and services requirements as outlined in this Proposal.

The Corporation reserves the right to contact any and all references. The Corporation defines a reference as any reference supplied within a Proposal submission, in addition to any others known to the Corporation.

Project title, type of work, year completed	Client	Contact Name & Phone Number



4. Sub-Contractors

Below is a list of all primary subcontractors and suppliers who will be retained for the performance of this Agreement.

Name and Address	Work to be sub-contracted	Value of work contracted