



Corporation of the Township of Champlain
REQUEST FOR PROPOSAL

RFP NO. REC2021-01

Supply and Installation of Playground Equipment
410 Front Road, West Hawkesbury, ON

ISSUE DATE: April 13, 2021

CLOSING DATE: April 29, 2021

CLOSING TIME: 3:00 p.m.

Local Time in Champlain, Ontario, Canada

If you notice errors or omissions in the requested work, please inform us and we will prepare an addendum to the RFP.

Proposal Submission
FOR THE SUPPLY AND INSTALLATION OF
PLAYGROUND EQUIPMENT

You are invited to submit a Proposal for the Supply and Installation of Playground Equipment at Parc Miner Park.

You will find hereto a description of Miner Park in order to assist you in the preparation and submission of your proposal.

The closing date for the proposal has been established for **Thursday, April 29, 2021, at 3:00p.m.** (local time), at the following address:

Township of Champlain
948 Pleasant Corner Road East
Vankleek Hill, Ontario
K0B 1R0

The proposal must be addressed to the following person and mention “**RFP No. REC2021-01 Supply and Installation of Playground Equipment**” must appear on the sealed envelope.

Mrs. Lisa Burroughs
Director of Parks and Recreation

RFPs submitted by fax or electronically will not be accepted.

Specific to this RFP, questions can be sent via email to: lisa.burroughs@champlain.ca
until 3 p.m. on Thursday, April 22, 2021.

THE LOWEST OR ANY PROPOSAL WILL NOT NECESSARILY BE ACCEPTED

INSTRUCTIONS

The Township of Champlain, here in after referred to as the Township, invites Request for Proposals (RFP) for:

SUPPLY AND INSTALLATION OF PLAYGROUND EQUIPMENT

RFPs not submitted in strict accordance with these instructions or not complying with the requirements laid down in the documents may be rejected.

1. GENERAL

The Township's Parc Miner Park is located at 410 Front Road in West Hawkesbury, Ontario. The purpose of this RFP is to select a fully accessible playground unit for the park. The installation of the playground unit is also part of this RFP. The area to locate the unit or units, features four (4) hydro poles for a no boards outdoor skating rink operated during the winter, one (1) shed for water well pump, trees, and flat grassed land. The area is a "Blank Canvas". The unit or units and associated activities shall cover the needs of all children regardless of abilities.

The land is owned and maintained by the Town of Champlain.

Proponents may supply two (2) separate designs with in the same tender package.

2. DEFINITIONS

The following definitions apply:

In this RFP, the Agreement and the Agreement Documents, unless expressly provide otherwise, the following definitions shall apply:

- a) **"Addendum"** and **"Addenda"** means a written addendum or addenda issued with respect to this RFP;
- b) **"Agreement"** means the Contract arising upon the acceptance of a Proposal and award of the Contract by the Township in accordance with the RFP, irrespective of when notice of acceptance of a Proposal is received by a Proponent;
- c) **"Agreement Documents"** means all of the following documents:
 - The signed and executed Contract;
 - This RFP and any Addenda that form part of this RFP; and
- d) **"Business Day"** means any day other than a Saturday, Sunday, public holiday or other day on which banks in Ontario are authorized or required Procurement to be closed;
- e) **"Closing Time"** means the deadline by which to submit Proposals for this RFP as set out in the RFP Notice, as may be amended by Addendum or other written notice of the Township;
- f) **"Contract Documents"** shall be synonymous with Agreement Documents;

- g) **“Default”** means any act or event of default as contemplated in the RFP Documents; and without restricting or limiting the rights and privileges of the Township to any broader interpretation, any default of or in respect of a term, covenant, warranty, condition or provision of the Contract, or a liability caused, by an officer, director, partner, employee, Subconsultant or agent (or an officer, director, partner or employee of a Subconsultant or agent) of the Proponent shall constitute a default by the Proponent;
- h) **“Disbursements”** means those costs, expenses and disbursements necessary for, as well as incidental to, the provision of Services pursuant to, or required by, the Contract which include, but are not limited to, software rights and licences and other intellectual property rights, plans, sketches, drawings, graphic representations, licences, fees, permits and approvals, mileage, accommodations, telephone and other communication device charges (including long distance charges), transportation and fuel charges, postage and courier charges, all printing, binding, photocopying, paper document reproduction and other related expenses and all other things and incidentals necessary for completing the Services in accordance with the Contract. All anticipated and foreseeable Disbursements are to be accounted for in the Total Contract Price. No additional Disbursements will be paid by the Township, except as otherwise specified in the Contract or as otherwise expressly agreed to in advance and in writing by the Township;
- i) **“Evaluation Team”** means a team consisting of members of the Township’s staff and, where considered appropriate by the Township, independent consultants, who will perform the evaluation of each of the Proposals and make such reports and recommendations to the award of this RFP as they consider appropriate;
- j) **“Form of Proposal”** means the Form of Proposal set out in Schedule C to this RFP comprising of two (2) parts namely, the Form of Proposal – Part 1: Play Feature Specifications and Cost and the Form of Proposal – Part 2: Supplier Information and Company Seal
- k) **“Goods”** means any item of tangible personal property or computer software and, without limiting the generality of the foregoing, includes deeds and instruments relating to or evidencing the title or right to such personal property, or a right to recover or receive such property;
- l) **“Project”** means all Work and Services required to complete the works, as contemplated by this RFP and all Addenda thereto;
- m) **“Proponent”** means any person submitting a Proposal in response to this RFP;
- n) **“Proposal”** means a proposal submission made by a Proponent in response to this RFP;
- o) **“Purchaser”** means The Corporation of the Township of Champlain and includes any of its designated employees, officials or agents who are engaged to represent the Township in their capacity and also includes an employee designated to exercise a discretion on behalf of the Township;
- p) **“RFP”** means this Request for Proposals including the RFP Notice, the Instructions to Proponents, the Proposal Submission Information, Schedule A – Proponent Information, Schedule B – Specification Form, Schedule C – Form of Proposal (Part 1 & 2) and any other Appendices and all Addenda.
- q) **“Services”** means a service of any description whether commercial, industrial, trade, or otherwise and includes, without limitation:

- all professional, technical and artistic services, and the transporting, acquiring, supplying, storing and otherwise dealing in works and goods, as contemplated by this RFP;
 - all consulting services identified in the Contract and those not identified in the Contract but necessary and prudent, in accordance with industry standards for such Projects, to properly and fully complete the Project and perform the undertakings contemplated in the Contract; and
 - all incidentals necessary for proper, diligent and satisfactory execution of the Services and the fulfillment of all other contractual obligations and undertakings of the Proponent under the Contract.
- r) **“Subconsultant”** is a person or entity having a direct contract with the Proponent to perform a part or parts of the Services or to supply Goods and/or Services with respect to the Project, upon the prior approval of the Township.
- s) **“Taxes”** means applicable taxes, duties, levies and like payables required by any taxing, excise or customs authority and all other charges, including but not limited to Harmonized Tax or other applicable sales or value added taxes, customs or excise taxes or duties, including a levy or duty imposed as a Special Import Measure to which any work or supply of services or materials may be subject.
- t) **“Total Contract Price”** means the fully inclusive, all-in total contract price, constituting the aggregate sum of all compensation whatsoever quoted by and receivable by a Proponent in its Proposal with respect to the Services contemplated by this RFP and, unless expressly and specifically agreed in writing by the Township otherwise, shall be the maximum compensation and consideration receivable by the Proponent under the Contract or otherwise for providing all Services, including incidentals, contemplated under the Contract. The Total Contract Price shall include, without limitation, all professional fees, consulting fees, staff time, sub-consulting fees and other Service fees, all Disbursements, costs, expenses, Taxes other than HST, allowances and charges whatsoever, all items and incidentals to be provided pursuant to the RFP and anything properly included as a best practice.
- u) **“Township”** means The Corporation of the Township of Champlain and includes any of its designated employees, officials or agents who are engaged to represent the Township in their capacity and also includes an employee designated to exercise a discretion on behalf of the Township.
- v) **“Work”** means the total performance and related services required to complete the Project and includes all incidentals necessary for proper and satisfactory execution of the Work and the fulfillment of all contractual obligations and undertakings. Where for any reason the Township elects to terminate work on the Project (or otherwise discontinue such work for an indefinite period) before final completion, the Work and Project shall be deemed to be limited to that portion of the same as has been completed up to and including the time of termination.

3. RFP DOCUMENTS

- Interested suppliers may obtain the documents online at www.champlain.ca.
- The lowest or any Proposal will not necessarily be accepted.
- Facsimile and electronic tender submissions will **NOT** be accepted.
- Duration of offer must be a minimum of sixty (60) days.

The closing date for submissions is **3:00 p.m. local time, Thursday, April 29, 2021** and proposals must be received at the Township of Champlain Municipal Office, 948 Pleasant Corner Road, Vankleek Hill, Ontario. Closing time will be determined as shown on the clock within the Town Hall office general reception area.

4. PROPOSAL RECEIPT BY PURCHASER

Every Proposal received will be date/time stamped at the location referred to in the RFP and a receipt will be provided upon request.

A Proponent should allow sufficient time in the preparation of its Proposal to ensure its Proposal is received by on or before the Proposal Submission Deadline.

5. AMENDMENT OF PROPOSAL

A Proponent may amend its Proposal after submission, but only if the Proposal is amended and resubmitted before the Proposal Submission Deadline.

The Proponent must provide notice to the Contracting Authority in writing and replace its Proposal with a revised Proposal, in accordance with the requirements of this RFP.

The Purchaser has no obligation to return amended Proposals.

6. DISCREPANCIES OR OMISSIONS

Proponents that find discrepancies or omissions in the specifications or other documents or having any doubts concerning the meaning or intent of any part thereof, should immediately request in written form, either by email or mail, clarification from the Township. Upon receipt of the written request for clarification, the Township will send written instructions or explanations to all parties registered as having returned the Acknowledgement Letter.

No responsibility will be accepted for oral instructions.

Proponents are responsible to verify that they have received a complete package of proposal documents. Alterations or amendments to any of the proposal documents shall only be effective by written notice from the Township. Amendments to the proposal documents in the form of an addendum shall become part of the Proposal Documents.

Proponents shall be responsible to ascertain that they have received all addendums.

All Proposals submitted by the Proposal Submission Deadline shall become the property of the Purchaser and will not be returned to the Proponents.

7. PROPOSALS WILL NOT BE OPEN PUBLICLY

Proponents are advised that there will not be a public opening of this RFP. The Purchaser will open Proposals at a time subsequent to the Proposal Submission Deadline.

8. NO PUBLICITY OR PROMOTION

No Proponent, including the Preferred Proponent, shall make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any arrangement entered into under this RFP without the prior written approval of the Purchaser.

In the event that a Proponent, including the Preferred Proponent, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, the Purchaser shall be entitled to take all reasonable steps as may be deemed necessary by the Purchaser, including disclosing any information about a Proponent's Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

9. BID IRREGULARITIES

All bids received by the Township of Champlain are governed by its Procurement By-law #2019-57 and its amendments, which in part provides staff with guidance in determining the validity of all Bids.

10. EXAMINATION OF CONTRACT DOCUMENTS

The Proponent shall be deemed to have satisfied himself/herself as to the sufficiency of the RFP for the product and the prices stated on the RFP Form. These prices shall cover all obligations under the RFP, and all matters necessary for the proper supply of the product and service.

11. NO GUARANTEE OF VOLUME OF WORK OR EXCLUSIVITY OF AGREEMENT

The information contained in the RFP constitutes an estimate and is supplied solely as a guideline to Proponents. Such information is not guaranteed, represented, or warranted to be accurate, nor is it necessarily comprehensive or exhaustive.

Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP. Quantities described are estimates only and may not be relied on by the Proponents. Estimates are intended to be used by the Purchaser for the purpose of evaluating the Proposals.

The Agreement executed with the Supplier will not be an exclusive Agreement for the provision of the Deliverables. The Purchaser may contract with others for the same or similar Deliverables to those described in this RFP.

12. PROOF OF ABILITY

The Proponent shall be competent and capable of supplying the product and providing the service. The Township may request proof of ability.

13. FAILURE TO ENTER INTO AN AGREEMENT

In addition to all of Purchaser's other remedies, if the Preferred Proponent fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) Days of notice of selection, the Purchaser may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent.

14. NOTIFICATION TO OTHER PROPONENTS OF OUTCOME OF RFP PROCESS

Once the Successful Proponent and Purchaser execute the Agreement, the other Proponents will be notified in writing by email of the outcome of the RFP process, including the name of the Suppliers(s), and the award of the Agreement.

15. REQUEST FOR PROPOSAL SUBMISSIONS

Proposal submissions must include, but not limited to the following:

- Schedule A – Proponent Information

- Schedule C – Form of Proposal Part 1 and 2
- One (1) searchable and not locked soft copy (i.e. USB) of the Proposal including all Schedules.
- Each proposal and any attachments must be submitted in a sealed envelope clearly marked: **“Request for Proposal for the supply and installation of PLAYGROUND EQUIPMENT”**

RFPs submitted by fax or electronically will not be accepted.

Proposals may be rejected for one or more of the following reasons:

- Proposals arriving after the closing time and date as specified in this document;
- Proposals received in a form other than the forms supplied;
- Proposals not completed in ink or by type;
- Proposals containing any other form of alteration, including but not limited to include: strike-out, white-out, without initials;
- Proposals not properly signed, witnessed, and/or sealed; and/or
- Proposals that have not acknowledged addendums (if any).

The Township reserves the right to accept any proposal or reject any or all proposal and waive formalities as the interests of the Township may require. Proposals shall remain open for acceptance by the Township for a period of sixty (60) calendar days after the closing date.

16. WITHDRAWAL OF PROPOSALS

A proposal submitted in accordance with the instructions in the proposal documents may be withdrawn prior to the date and time of the close of Proposals. Proposals not withdrawn before the date and time of closing shall be irrevocable and remain open for acceptance by the Township.

17. NEGOTIATION

The Township may award the RFP on the basis of Proposals received without discussion. The Township reserves the right to enter into negotiations with the selected proponent(s).

If the Township cannot negotiate an acceptable agreement with the successful proponent the Township may terminate negotiations and being negotiations with the next selected proponent.

No proponent shall have any rights against the Township arising from negotiations.

18. PROPOSAL EVALUATION

The Township reserves the right to accept or reject any and all Proposals and to waive irregularities and informalities at its discretion.

The Township reserves the right to accept a proposal other than the lowest price proposal without stating reasons.

By the act of submitting its proposal, the proposal waives the right to contest in any proceedings or action the right of the Township to award the purchase contract to any proponent in its sole discretion.

The Purchaser will conduct the evaluation of Proposals in the following four (4) stages:

Stage Number	Title of Evaluation Stage
Stage I	Mandatory Requirements
Stage II	Rated Requirements
Stage III	Pricing
Stage IV	Cumulative Score

STAGE I – REVIEW OF MANDATORY REQUIREMENTS

Stage I will consist of a review to determine which Proposals comply with all of the mandatory requirements.

Proposals which do not comply with all mandatory requirements, may subject to the express and implied rights of the Purchaser, be disqualified and not be evaluated further.

STAGE II – RATED REQUIREMENTS

Stage II will consist of a scoring, by the Purchaser, of each qualified Proposal on the basis of rated requirements.

Rated requirements will be evaluated and Proponents must achieve the minimum score, as noted, in order for the Proponent to move into Stage III of the evaluation. Proposals failing to meet the minimum score requirement for a rated requirement will be disqualified and not evaluated further.

STAGE III – PRICING

Stage III will consist of an evaluation and scoring of pricing submitted by Proponents as set out in Schedule C.

STAGE IV – CUMULATIVE SCORE

At the conclusion of **Stage III**, all scores will be added and, subject to satisfactory reference checks and the expressed and implied rights of the Purchaser, the highest scoring Proponent(s) will become the Preferred Proponent(s).

Reference checks will be performed to confirm or clarify information provided within the Proponent's Proposal. The reference checks themselves will not be scored, however the Purchaser may adjust rated requirements scoring related to the information obtained during the reference check.

STAGE I – REVIEW OF MANDATORY REQUIREMENTS (PASS/FAIL)

A Proposal must include the following mandatory Documents:

Documents	Titles
Schedule A	Proponent Information
Schedule C	Form of Proposal
	Statement of Compliance with CSA Z614 and Surface Impact Certificate.

Other than inserting the information requested on the mandatory submission forms set out in this RFP, a Proponent may not make any changes to any of the forms. Any Proposal containing any such changes, whether on the face of the form or elsewhere in its Proposal, may be disqualified.

Schedule A – Proponent Information is included in this RFP

Schedule C – Form of Proposal is included in this RFP

Signed Statement of Compliance

A signed statement from the manufacturer indicating full compliance with CSA Z614 Children’s Play Spaces and Equipment Standard for layout and components offered. Surface impact certificate is required.

Proof of Insurance

By signing the Form of Proposal, the Proponent agrees, if selected, to carry insurance as outlined in this RFP. The selected Proponent must provide proof of such insurance coverage in the form of a valid certificate of insurance naming the Township as additional insured prior to the execution of the Agreement by the Purchaser.

Stage II – Evaluation of Rated Requirements (90 points)

Proposals that are deemed compliant in Stage I Mandatory Requirements will qualify to be evaluated further.

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

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

Proponents are permitted to submit two different configurations and fee submissions. Please clearly identify each submission.

Stage II - Rated Requirements

The response to each rated requirement should:

- Be submitted in a complete and clear manner.
- Demonstrate the Proponents understanding of the Purchaser's business needs and should provide a detailed answer to the information requested.
- Be provided in the same sequential order as set out below.

The following is an overview of the point allocation and minimum score requirements, if any, for the rated requirements of this RFP (N/A denotes – not applicable):

Rated Requirement Components	Point Allocation
Play Value: (Innovation, accessibility, appeal to a variety of ages, quality of play elements, quantity of play elements)	[25]
Appearance: (Visual impacts, suitability to site, creativity, functionality, circulation patterns, etc.)	[25]
Proposed Schedule: - Submission of Project Schedule; - The plan must indicate how the successful proponent will meet or exceed the expected timeframe for project completion.	[15]
Serviceability, Durability and Warranty: (higher points will be awarded to a proposal that can provide playground equipment that will have lower requirements for maintenance and operation, warranty duration and coverage)	[25]
TOTAL AVAILABLE POINTS FOR RATED REQUIREMENTS:	[90]
Financial Submission: Based on lowest fee	[10]
TOTAL CUMULATIVE SCORE	[100]

Stage III – Financial Submission

A score of up to **10 points** will be provided based on the lowest proponent's fee submission. Marks will be awarded based on a pro-rated system.

Stage IV – Cumulative Score

In evaluating submissions, the Township, at its discretion, may request clarification of any aspect of any submission at any time.

The successful Proponent will be selected based on the highest cumulative scores between Stage II and Stage III.

19. DISCUSSIONS WITH PREFERRED PROPONENT

Purchaser expects that the Agreement will be executed substantially in the form in which it appears in this RFP.

The Preferred Proponent will have up to **15 Days** after being notified of the award to sign the Agreement.

After identifying the Preferred Proponent, if any, the Purchaser may attempt to finalize the terms and conditions of the Agreement with the Preferred Proponent, or it may, in its sole discretion, prior to making the award, issue a purchase order to the Preferred Proponent, on terms satisfactory to the Purchaser, as an interim measure.

The Purchaser shall at all times be entitled to exercise its rights under Section 4.6.

For certainty, the Purchaser makes no commitment to the Preferred Proponent that the Agreement will be executed. The Preferred Proponent acknowledges that the commencement of any discussions does not obligate the Purchaser to execute the Agreement.

20. ACCEPTANCE OF PROPOSAL

Acceptance of a proposal shall be communicated by written notice from the Director of Parks and Recreation to the successful proponent. Such acceptance shall bind the successful proponent to execute a purchase agreement with the Township.

21. INQUIRIES

Direct all inquiries regarding the Request for Proposals to the Municipalities contact in the notice page.

22. INSURANCE REQUIREMENTS

The Township of Champlain's Procurement Policy (By-Law #2019-59) outlines insurance requirements that are standard for procurement for goods, services or construction on behalf of the Township.

The successful Proponent shall provide the Township with an insurance certificate as follows:

Commercial General Liability

Commercial General Liability, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than \$5, 000, 000 per occurrence, an aggregate limit of not less than \$10, 000, 000 within any policy year with respect to completed operations and a deductible of not more than \$5,000. The policy shall include an extension for a standard provincial and territorial form of non-owned automobile liability policy. This policy shall include but not be limited to:

- a. Name the Owner as an additional insured
- b. Cross-liability and severability of interest
- c. Blanket Contractual
- d. Products and Completed Operations
- e. Premises and Operations Liability
- f. Personal Injury Liability
- g. Contingent Employers Liability

- h. Work performed on Behalf of the Named Insured by Sub-Contractors
- i. Broad Form Property Damage
- j. 30 days' notice of cancellation
- k. Attached Machinery

Coverage shall include shoring, blasting, excavation, underpinning, demolition, pile driving, caisson work and work below ground surface including tunneling and grading.

Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2,000,000.00 per occurrence or such greater amount as the Township may from time to time request, in respect of the use or operation of licensed vehicles owned or leased by the Proponent for the provisions of services;

Non-Owned Automobile Liability Insurance in standard form having an inclusive limit of not less than \$2,000,000.00 per occurrence or such greater amount as the Township may from time to time request, in respect of the use or operation of vehicles not owned by the Proponent for the provisions of Services.

Professional Liability (Errors and Omissions)

Insurance coverage shall be obtained to a limit of not less than \$2 million. If such insurance is written on a claim-made basis, the policy shall contain a twenty-four (24)-month extended reporting period or shall be maintained for a period of two (2) years subsequent to conclusion of services provided under this Agreement. The Township shall be added as an additional Insured. This insurance shall be non-contributing with apply as primary and not as excess of any insurance available.

Liability Insurance

No Services will be delivered until the Purchaser is in receipt of a satisfactory certificate, as set out below or as per the insurance broker's instructions. The following are sample provisions only and may not be appropriate in all cases. As such, these provisions need to be customized for each specific procurement and the limitations of liabilities/amounts set out below ascertained from the appropriate sector insurance broker. For example, errors and omissions insurance may be required in some cases.

23. IDEMNIFICATION

The successful Proponent shall defend, indemnify and save harmless the Township, their elected officials, officers, employees, and agents from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest, or damages of every nature and kind whatsoever, including, but not limited to, bodily injury or damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the Proponent, their officers, employees, agents, or others to whom the Proponent is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Proponent in accordance with this agreement and shall survive this agreement.

24. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

In accordance with MFIPPA, this is to advise that any personal information proponents provide is being collected under the authority of the Municipal Act and will be used exclusively in the selection process. All Proposals submitted become the property of the Township. Proponents

are reminded to identify in their proposal material any specific scientific, technical, commercial proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete Proposals are not to be identified as confidential. The information contained in this proposal document may be utilized by the proponent solely for the purpose of preparing a proposal for submission to the Township. Any other use of the information for any other purpose is not authorized by the Township.

25. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)

The Township will accommodate the needs of all proponents under the Accessibility for Ontarians with Disabilities Act (AODA) throughout all stages of the RFP and selection process.

PREVIEW

SCHEDULE A – PROPONENT INFORMATION

Proponents are requested to respond to this Request for Proposals as instructed subject to the provisions contained herein.

Supply and Installation of Playground Equipment at Parc Miner Park

Name of Proponent:

Mailing Address: _____

City: _____ Province: _____

Postal Code: _____ Tel: _____

Email: _____

Contact Person: _____

Title: _____

HST Registration No: _____

SCHEDULE B – SPECIFICATION FORM

The Township of Champlain is requesting Proposals for the supply and installation of Playground Equipment.

SCOPE OF WORK

Background

The Township of Champlain Parc Miner Park is located at 410 Front Road in West Hawkesbury, Ontario. The purpose of this RFP is to select a fully accessible playground unit for the park. The installation of the playground unit is also part of this RFP. The area to locate the unit or units, features four (4) hydro poles for a no boards outdoor skating rink operated during the winter, one (1) shed for well pump, trees, and flat grassed land. The area is a “Blank Canvas”. The unit or units and associated activities shall cover the needs of all children regardless of abilities.

The land is owned and maintained by the Town of Champlain.

Proponents May Supply Two (2) Separate Designs with in the Same Tender Package

Playground Equipment Design – General

The Township of Champlain is inviting experienced playground equipment proponents to submit proposals for the supply and installation of new playground equipment. Proponents should make their designs inviting to the Township of Champlain while appealing to the broadest demographic of playground/park users.

NOTE: The Township of Champlain will undertake some aspects of this project in cooperation with the winning proponent to achieve the highest level of Play Unit while staying with in the proposed budget.

Accessibility and inclusivity are key aspects for consideration within this RFP.

“Fit” for appearance, design and colour are also key aspects for consideration within this RFP.

Playground Equipment Design - Specific

In developing a specific design for the playground unit, proponents shall abide by the following conditions:

1. **Site Design** – The protective area is approximately 30 feet x 40 feet. The playground unit should be situated in a new wood-chipped style play area however proponents may suggest other energy-absorbing surfaces. Wood structural members are not acceptable. Plastic border material shall be used as the material for the enclosure of the protective surface.

The area of the new play unit shall be at the discretion of the proponent. AutoCAD drawings of the site are not available. Site photo is included in Appendix A. The shape of the playground area will be a rectangle; but will take into consideration the preferred equipment’s space needs.

2. **Playground Safety Surfacing** - The playground unit and all associated accessories will have surfacing that meets or exceeds code.

A protective surfacing to be of Engineered Wood Fibre (EWF) or approved equivalent meeting the requirements and depth required under CSA Z614-14 – Children’s Playground and Equipment.

FibraMat wear mats (with beveled edges – AODA compliant), or equivalent product, shall be installed under all swings, slide exits, and sliding poles (if applicable), as per manufacturer’s specifications.

3. **Playground Area** - The supply and installation of the play surface is part of this RFP. The Township will remove the existing playground unit and swing set (located away from the proposed location of the new play structure).

The prep work of the area will be prepared by the Township of Champlain in co- operation and under the direction of the winning proponent. The Township will be using municipal owned equipment and staff and at no cost to the proponent prepare the site / remove the soil needed to proceed and install drainage tile around the perimeter. The Township of Champlain will obtain clearance and locates for the project.

4. **Playground Foundations** – Proponents are to specify the foundation type(s) for the play structure however suitable base material will include a minimum of 80mm of clear granular stone to be underlain and covered by FibarFelt, or approved equivalent (needle-punched 100% non-woven geotextile fabric), installed as per manufacturer’s recommendations.

5. **CSA Standards** - All playground equipment shall be supplied and installed in accordance with current CSA standards for play spaces.

6. **Accessibility / Inclusivity** – Playground equipment that is accessible to the widest range of user abilities is a target. Playground equipment that fosters inclusive play among the widest range of abilities is a target. Access to play components for users of varying levels of ability is a target.

7. **Users** - The playground unit/equipment shall be designed for the combined user groups of 18 months to 5-year-old and 6- to 12-year-old.

8. **Play Features** - The playground unit design shall include at a minimum the following:

- a) One (1) swing set
- b) One (1) creative playground with slide
- c) Two (2) ground level play activities
- d) One (1) physical component such as hand rings or bars

9. **Vandalism** - The playground equipment shall be very durable and provide minimal opportunity for vandalism. All fasteners shall be vandal resistant.

10. **Colour Selection** - The colour of the playground equipment shall be selected by the Town from the manufacturer’s standard colour palette.

11. **Theme** – No theme is indicated within this RFP. The proponent is free to use their imagination.
12. **Maintenance Kit** - A maintenance kit shall be provided to the Town. The maintenance kit shall be in a storage case equipped with hand tools necessary to undertake routine maintenance. The maintenance kit will also include an assortment of spare hardware / fasteners, equipment inventory, maintenance manual, required specialty tools and touch-up paint.
13. **Inspection** – The Town will require upon completion a “certificate for use” from either a qualified third party or the manufacturer that the unit or units meet all CSA standards.
14. **Site Conditions** - Proponents are asked to recognize that site conditions may include compacted soil, roots, rock or other debris. The contractor, by submitting a bid proposal agrees not to submit any claim specific or otherwise for compensation of any kind due to any adverse site conditions.

General Conditions

1. The proponent will not be responsible for all service locates that are required to complete the work, the Township of Champlain will obtain and provide necessary paperwork and clearance in accordance with all terms and conditions of this RFP.
2. Under their construction works, the contractor will be held to limited and minor responsibilities for rectification of damage to the site including excessive rutting, curbing, sidewalks, trees, fences, contamination of existing surfaces, etc.. All damage repairs to existing grass area, ditch etc. will be mutually agreed upon during site meetings with the successful Proponent.
3. It is the responsibility of the contractor to satisfy himself/herself by examination of the site of any existing conditions and materials which may be encountered on the site. The contractor must review and be satisfied of all locate work and marker stakes.
4. No work in excess of the amount of the contract and as shown on the drawings and in the specifications is to be carried out without written authority from the Township of Champlain representative. Any work which is carried out without such authority will be entirely at the Contractor's own risk and expense.
5. The contractor is responsible for protection and security of materials stored on site.
6. Commencement of work implies acceptance of surfaces and conditions. No claim for damages or resulting in extra work due to site conditions will be accepted by the Town once approval on pre-site work is obtained.
7. Dispose of all rubbish and surplus materials and the contractor will leave the site in a neat and presentable condition.
8. The Contractor shall be responsible for the preparation and implementation of a traffic management and control plan as specified in the Ontario Traffic Control Manual Book 7 for roadway work operations, as per the Ontario Ministry of Transportation.

The Contractor shall supply all labour, sign, delineators, etc., set and maintain required detours at work sites, conforming to the latest edition of the manual of Uniform Traffic Control Devices.

Where blocking of access is unavoidable, the Contractor shall notify the residents affected, give 24 hrs notice and shall work to keep the period of inconvenience to a minimum.

No work shall be performed on major arterial roads during Rush Hour Traffic (7 a.m. – 9 a.m. and 3 p.m. – 6 p.m.) without the written consent from the Township.

The Contractor's traffic control plans must meet all the requirements of the Ontario Ministry of Labour and the Occupational Health and Safety Act.

The Township of Champlain, reserves the right to suspend any on-going works that do not meet the requirements outlined in the Contract.

9. All work must meet the approval of the Township's representative (or designate). Otherwise the Township representative (or designate) may request the work be changed or removed at the Contractors expense.
10. The worksite must be enclosed by a 6 feet tall fence for the duration of construction. All fencing must be removed after the completion. Where this is not adequately performed, a representative of the Township may engage such forces as are necessary to complete the hoarding at the successful proponent's expenses.
11. The Township of Champlain will not be responsible in any way whatsoever for project material or the Contractor's equipment when placed at the site or during construction. The Township will assume responsibility for the project only after completion in all detail, the Contractor has vacated the site, and acceptance has been made by the Town.
12. The Contractor shall not, without the written consent of the Township of Champlain, make any assignment or any subcontract for the supply of the equipment offered by the Proponent.
13. The Contractor whose Proposal is accepted shall be required to meet the delivery and completion of the installation date, as specified or the order may be cancelled at the option of the Township of Champlain.
14. The equipment must include a minimum fifteen (15) year warranty for all play structures. The successful Proponent shall detail all applicable warranties available for the play structures specifically outlining any inclusions and exclusions.

DRAWING ATTACHED

The Appendix attached form an integral part of the RFP. Proponents must reference the drawings and take into consideration the details and specifications of these drawings for purposes of bidding and for construction.

- **Appendix A – aerial view of 410 Front Road outlining limits of construction**

COMPLETION DATE

Completion date for the Parc Miner Park playground equipment shall **be before August 31st, 2021** unless otherwise approved by the Township of Champlain. Coordination with other Contractors and site work may be required. By accepting the contract, the successful proponent agrees to coordinate their work with Township staff and any site contractor and shall provide the necessary documentation in terms of insurance, WSIB coverage, and schedules.

The following is a summary of the key dates for this RFP process:

RFP Timetable	
Event	Date
Issue Date of RFP:	April 13, 2021
Proponent Deadline for Questions:	3:00:00 p.m. on April 22, 2021
Proposal Submission Deadline:	3:00:00 p.m. on April 29, 2021
Anticipated Agreement start date:	June 2021

Note – all times specified in this RFP timetable are local times in Vankleek Hill, Ontario, Canada.

Purchaser may change the RFP timetable in its sole and absolute discretion at any time prior to the Proposal Submission Deadline.

In the event a change is made to any of the above dates, the Purchaser will post any such change on MERX™.

The Purchaser may amend any timeline, including the Proposal Submission Deadline, without liability, cost, or penalty, and within its sole discretion.

In the event of any change in the Proposal Submission Deadline, the Proponents may thereafter be subject to the extended timeline.

SCHEDULE C - FORM OF PROPOSAL

PROPOSAL SUBMISSION

- Proponents shall submit sufficient information to clearly explain all details of the proposal submitted.
- Proponents should be clear and concise in their submissions to ensure important aspects of their proposal is not overlooked or misunderstood by the Department of Parks and Recreation and the Evaluation Team.
- Proponents may submit up to two (2) separate proposals for independent evaluation and consideration within the same tender package.
- Proponents should consider the identified needs of the site when developing their submission(s).

FORM OF PROPOSAL

The price shall be in Canadian funds and include duties, royalties, handling, levies, transportation, delivery, payroll preparation, overhead, profit and any & all other charges.

According to the RFP specifications, pricing is to be submitted to provide for the following:

Township of Champlain, Vankleek Hill, ON and shall be good for the duration of sixty (60) days from date of proposal opening.

PRICE

The maximum supply and installation budget for the Township of Champlain Parc Miner Park playground equipment shall be \$68,000 (excluding HST). Contingencies should be included in the \$68,000.

Proposals that exceed this budget may be disqualified.

Confidential Proposals with the words “ **Request for Proposal for the supply and installation of PLAYGROUND EQUIPMENT**” marked on the sealed envelope will be received at the Champlain Municipal Office (Town Hall) 948 Pleasant Corner Road East, Vankleek Hill, ON K0B 1R0 up to **3:00 p.m. local time on Thursday April 29, 2021** for:

SCHEDULE C - FORM OF PROPOSAL PART 1

SUPPLY AND INSTALLTION DATE TO BE NO LATER THAN August 31st, 2021

PART 1: Play Feature Specifications:

Specification	Minimum Required	# Proponent proposes to provide
Swing set	One (1)	
Creative playground with slide	One (1)	
Ground level play activities	Two (2)	
Physical component such as hand rings or bars	One (1)	
Plastic Border around perimeter of play area	One (1)	
Surface	Quantity to meet or exceed CSA standards	
	EQUIPMENT	\$
	INSTALLATION	\$
	OTHER (please specify)	\$
	HST	\$
	TOTAL COST	\$

SCHEDULE C - FORM OF PROPOSAL PART 2

SUPPLIER INFORMATION:

Company Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ Province: _____

Postal Code: _____ Tel: _____

Email: _____

I(We) _____ have carefully examined all Proposal Documents relating thereto, including, without limitation, and agree thereto and to all of the terms, covenants, and provisions thereof. I (We) have read and understood the Township of Champlain's Procurement Policy (2019-57).

THE PROPOSED PRICE IS SET OUT IN THE FORM OF PROPOSAL

The Proponent declares that the Proposed price includes H.S.T. and Delivery.

The Proponent agrees, if this Proposal is accepted, to execute and deliver a formal contract and to supply any additional materials and equipment and to execute any additional work or to delete any work as may be required in accordance with the provisions of the Contract Documents and that the prices applicable to additions to the work, or deletions therefrom shall be determined in accordance with the Contract Documents.

SCHEDULE C: PART 2 - SUPPLIER INFORMATION Continued...

The Proponent hereby represents, warrants and covenants to and with the Township of Champlain as follows:

1. That no person, firm, or corporation other than the Proponent has any interest in this Proposal or in the proposed Contract for which the Proposal is made.
2. That this Proposal is made without any connection, comparison of figures, or arrangement with, or knowledge of, any other person, firm or corporation, making a Tender for the same work and in all respects this Proposal is fair and submitted without collusion or fraud.
3. That no member of Council or employee of the Township is or will become interested, directly or indirectly, as a contracting party, partner, shareholder, surety or otherwise in the performance of the Contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the monies to be derived therefrom.

Signature of Authorized Person

Print Name

Title

Date (ddmmyy)



(company seal)

APPENDIX A - Aerial view of 410 Front Road outlining limits of construction

