



**The Corporation of the
Township of Elizabethtown-Kitley**

**REQUEST FOR PROPOSALS
DESIGN & INSTALLATION
of
PLAYGROUND EQUIPMENT**

Prepared by: The Township of Elizabethtown-Kitley
Closing Date: **March 29, 2024, at 12:00 noon**

Township of Elizabethtown-Kitley
6544 New Dublin Road
R.R.#2 Addison, Ontario
K0E 1A0

The Township reserves the right to reject any or all the submissions made and is not bound to accept the submission with the lowest costs.

General

The Township of Elizabethtown-Kitley is seeking the services of a qualified, professional Commercial Playground Equipment Company to design, supply and install playground equipment at Eleanor Fulford Park located at 1217 Eleanor Fulford Crescent. Consideration will be given to proposals that encourage family interaction with multiple play areas/units instead of one or two large, structures/play units, as well as the number of users it can accommodate.

This park is seeing increased use and would be an ideal playdate gathering spot. We welcome your ideas of encouraging a fun place to gather with some options other than what is seen in every modern-day neighbourhood park.

Services to be Provided

The successful Proponent will be required to provide the following:

- a. Propose options that comply with CAN/CSA-Z614-14, standards for Kids Playground Equipment. Proposals shall not be limited to one play structure or apparatus.
- b. Supply and Installation of the approved equipment, including site preparation based on the existing conditions of each location, safety surface boarder and safety surface.
- c. Equipment must be age appropriate for 2–12 year-old children.
- d. Safety surface shall be engineered wood fiber.
- e. Installation to be completed for Summer 2024.

Deliverables

Proposals shall include:

1. Contact information, including:
 - Business name, address, and telephone number
 - Name of primary contact person, their address, telephone number, and email address
2. A brief description of the company, including but not limited to their history, clients, and related projects.
3. An outline of services to be provided (work plan)

4. A minimum of three references, including contact name and telephone number
5. A maximum of two (2) options for each location will be accepted.
6. Each option shall include examples (pictures), and layout of the proposed equipment.
7. Proposals should include an estimated timeline of the various aspects of each stage of the project.
8. Provisional Items must be identified separately and not included in the total fee required to complete the work.
9. All prices shall be in Canadian funds.
10. All applicable taxes will be included in the price submitted but should be listed separately.

Information

This park is approximately 2.16ac, with about 175ft frontage and 375ft depth from front to back lot line.

This was once a very picturesque neighbourhood park filled with trees randomly spaced throughout the park. The trees were all removed a few years ago due to emerald ash borer destruction. Seedlings were planted in 2023 to start to rebuild the natural shade within the park. The southern edge of the park has a ditch that remains very wet throughout much of the year.

There is a swing set that will remain and a small old play structure that at this point is undecided if it's worth saving.



Figure 1 Older photo, swings are top right within the park.

Instructions to Proposals

All questions or clarifications pertaining to this Request for Proposal, should be submitted via email to:

Jennifer Wood, Recreation and Operations Coordinator
Township of Elizabethtown-Kitley
Email: recreation@ektwp.ca
Phone: 613-345-7480, ext. 238

The deadline for questions and clarifications is **4:00 pm on March 25, 2024**. If required, addenda will be issued to all proponents.

It shall be understood and acknowledged that while this Request for Proposal includes certain requirements and specifications, there could be other minor items or details that have not been specified in this document that may be required in order to complete the

RFP REC2022-01 Design and Installation of Playground Equipment

work. Any omission, error, or misinterpretation of these requirements within the proposal does not relieve the successful bidder of the responsibility of providing the goods or services required in order to complete the project.

“Proposal” shall mean this Request for Proposal and all addenda completed and returned in accordance with the instructions detailed in this document. If a Proponent discovers any inconsistency, discrepancy, ambiguity, error, or omission in this Request for Proposal, they must notify the Township, in writing as soon as practical. It is the responsibility of the proponent to seek clarification on any matter that they consider unclear before submitting a proposal. The Township is not responsible for any misunderstandings related to this Request for Proposal on the part of the bidder.

Minor inquiries or clarifications may be completed by phone to the above referenced contact. Should the inquiry be determined to be of a non-minor nature, the inquiring firm will be asked to make the request in writing and addenda, or written clarification may be issued to all bidders if the Township feels it is necessary based on the inquiry. The Township is not liable for any costs associated with the preparation and/or submission of the proposal or any other costs that the submitting firm may incur prior to the awarding of the contract.

Tentative Schedule

Request for Proposal issued: February 11, 2024

Deadline for questions and/or clarification: March 25, 2024

Closing Date/Time for submissions: March 29, 2024

Report to Council with Recommendation: April 15, 2024

Initial Consultation with the Township: Week of April 18th, 2024

Submissions for Proposals

Submissions marked ‘**Township of Elizabethtown-Kitley RFP REC 2024-02 – Playground Equipment**’ will be received via email to the Recreation and Operations Coordinator until **12:00 noon local time on March 29, 2024**. Submissions must be sent to recreation@ektp.ca.

Any proposal received after the indicated closing date and time will not be accepted.

Submissions shall be presented at the next regular council meeting after closing.

The Declaration page (appendix ‘A’) must be completed and accompany the submission.

Proposals that do not comply with the instructions and requirements outlined in this document may be disqualified. Proposals that are incomplete, conditional, unclear, or qualified may be rejected.

Your signed proposal submission shall be taken as your statement that you understand and agree to comply with all the requirements and conditions outlined in the proposal documents. Your signed proposal submission confirms that you have checked and verified the pricing submitted and that you have not omitted any items from the proposal and will be bound by law to supply the services as specified and the prices you have proposed. The Township of Elizabethtown-Kitley is not obligated to accept the lowest price, highest graded or any proposal submitted.

Withdrawal of Submissions

Proponents may only withdraw their submissions provided the request is received by the Recreation and Operations Coordinator, in writing signed by an authorized agent of the bidder, prior to the indicated closing date and time of this Proposal. If more than one proposal is received under the same name for this Proposal and no withdrawal notice has been filed, the submission contained within the envelope bearing the latest date and time stamp shall be considered the intended proposal and all other submissions shall be considered withdrawn.

Reserved Rights of the Township

The Township reserves the right, in its sole discretion to:

1. Issue an award for the work in whole or in part.
2. Refrain from making an award if it determines that to be in its best interest, or not make an award to the highest scored compliant bidder, or any bidder, if it is determined by the Township that the costs of completing the work exceeds budgetary constraints.
3. Make public the names of any or all bidders;
4. Reject a bidder's proposal on the basis of:
 - a. A financial analysis of the actual costs of the proposal based on all the factors including quality, service, experience, price and transition costs;
 - b. Information provided through contact with references/
 - c. The bidder's past performance on previous contract;
 - d. Information provided by the bidder pursuant to the Township exercising its clarification rights under this Request for Proposal;
 - e. Other relevant information that may result from this process.
5. Waive formalities and accept proposals which substantially comply with the requirements of the Request for Proposal;
6. Check references other than those provided by the bidder.
7. Disqualify any bidder who has engaged in conduct which is prohibited by this Request for Proposal;
8. Make changes, including substantial changes, to this Request for Proposal provided those changes are communicated to all respondents by way of addenda;
9. Cancel this Request for Proposal at any stage;
10. Cancel this Request for Proposal and issue a new Request for Proposal for the same or similar deliverables;
11. If a single proposal is received, reject the proposal of the sole respondent and cancel the process or enter into direct negotiations with the sole respondent; or
12. Reject any or all proposals in its absolute discretion.

These reserved rights are in addition to any other expressed or other rights which may be implied in the circumstances. The Township shall not be liable for any expense, cost, or loss suffered by any bidder or any other third party resulting from the Township exercising any of its rights under this request for Proposal process.

Waiver

The Township does not accept responsibility for any information or any errors or omissions which may be contained in this Request for Proposal, or the data, materials or documents disclosed or as provided to the bidders pursuant to this Request for Proposal. The Township makes no representation or warranty, either expressed or implied, in fact or in law with respect to the accuracy or completeness of this Request for Proposal or such data, materials or documents. The Township shall not be responsible for any actions, costs, losses, or liability whatsoever arising from any bidder's reliance or use of this Request for Proposal or any other technical or historical data, materials or documents provided by the Township. The bidder is responsible for obtaining its own independent financial, legal, accounting, and technical advice with respect to any information included in the Request for Proposal or in any data, materials, or documents provided or required by the Township.

Freedom of Information

All information supplied to the Township becomes the property of the Township and is subject to the provision of the Municipal Freedom of Information and Protection of Privacy Act. Please note the name and contact information of each bidder, along with the total proposal amount may be made public. Disclosure of any other information will be made in accordance with the Act. The bidder must identify any information in its proposal that is submitted in confidence.

No Collusion

In participating in this Request for Proposal, the bidder will not discuss or communicate, directly or indirectly, with any other bidder or any servant, agent or representative thereof, respecting the preparation or presentation of their proposal. Each bidder's proposal shall be submitted without any connection, knowledge, comparison of figures or arrangements with any other bidder or servant, agent or representative thereof and each bidder will be responsible to ensure that its participation in this process is conducted fairly and with collusion or fraud.

Conflict of Interest

The bidder shall clearly identify that he/she has a conflict of interest with respect to other work and/or other clients as they relate to the Township in its Proposal if such conflict exists.

Misunderstandings and Disputes

In all cases of misunderstandings and disputes, verbal arrangements will not be considered, but the bidder must produce written authority to support their contentions and shall advance no claim in the absence of such written authority, or use, or attempt to use any conversation with any parties against the Township or in prosecuting any claim against the township.

Cancellation

Failure by the successful bidder to comply with all terms, conditions, and general provisions of this Request for Proposals to the satisfaction of the Township shall be just cause for the

cancellation of the project award. The Township shall then have the right to award this project to any other bidder, or to re-issue the Request for Proposal.

Default

In the event that the successful bidder fails to properly, promptly, and fully carry out the work required by these documents, The Township reserves the right to notify the successful bidder to discontinue all work under this project, to advertise for new proposals or carry out the work in any way as the Township may, at its sole discretion, deem best.

Indemnification

The bidder will indemnify and save harmless the Township, its employees, agents, successors, and assigns, from and against all actions, claims and demands whatsoever which may be brought against or made upon the Township and against all losses, liability, judgements, claims, costs, demands or expenses which the Township may sustain, suffer, or be put to resulting from or arising out of the bidder's failure to exercise reasonable care, skill or diligence in the performance or rendering of any work or service required hereunder to be performed or rendered by the bidder. Without limiting the generality of the foregoing, the bidder hereby agrees to well and truly save, keep harmless and fully indemnify the Township, its employees, agents, successors and assigns, from and against all actions, claims and demands whatsoever which may be brought against or made upon the Township, its successors and assigns, for the infringement of or use of any intellectual property rights including any copyright or patent arising out of the reproduction or use in any manner of any plans, designs, drawings, specifications, information, negatives, data, material, sketches, notes, documents, memoranda, or computer software furnished by the bidder in the performance of this contract.

Claims and Costs

All costs and expenses incurred by the bidder relating to the proposal submission and any negotiations with the Township will be borne by the bidder. The Township is not liable to pay such costs or expenses or reimburse or compensate the bidder under any circumstances, including the rejection of any or all other proposals. The Township will not accept responsibility for any delays or costs associated with any review or approval process. No bidder shall have any claim for any compensation of any kind whatsoever as a result of participating in this Request for Proposal and by submitting a proposal, the bidder shall be deemed to have agreed that it has no claim. The bidder hereby releases and waives any claims for damages, including any claims for damages for fundamental breach, relating to this Request for Proposal.

Non-Assignment

It is mutually agreed and understood that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of their engagement or their right, title or interest therein, or their power to execute and engagement, to any other person, firm, consultant or corporation without the previous written consent of the Township.

Ownership of Submitted Material

The proponent (by responding) releases all rights to the proposal which, on acceptance by the Township, becomes the property of the Township.

Insurance

The successful bidder shall maintain and pay for Comprehensive General Liability Insurance. The coverage shall include premises and all operations liability to be performed by the bidder, his/her employees, and/or agents. This insurance coverage shall be subject to limits of not less than two million dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof for any one occurrence.

In addition, the successful bidder shall carry Professional Liability Insurance in the amount of not less than two million dollars (\$5,000,000.00) per occurrence.

The insurance policies shall not be altered, cancelled, or allowed to expire or lapse, without thirty (30) days prior written notice to the Township. Bidders shall clearly identify in their proposal the insurance requirements as outlined above. The bidder will be entirely responsible for the cost of any deductible that is maintained in any insurance document.

Workplace Safety and Insurance Board Coverage

The successful bidder must have valid Workplace and Safety Insurance Board Coverage and will be required to submit a current Clearance Certificate within seven (7) days of award of the contract for the provision of services.

Evaluation and Award

An evaluation committee consisting of selected municipal staff will review all proposals received by the deadline. Once the proposal evaluations are complete, a report will be submitted to Council outlining the results and a recommendation of the preferred submission. In evaluating each proposal, the following criteria will be used to score and rank the bidders' proposals:

1	Clarity, simplicity, and precision of proposal	10%
2	Qualifications & Experience <ul style="list-style-type: none"> • Sector specific experience of the company • Past project references 	10%
3	Technical Solution/Design <ul style="list-style-type: none"> • All anticipated aspects of the project are addressed, as outlined in the RFP • Completeness of design and equipment; including materials, quality, and warranty • Proposal is cost and time effective in its use of the Municipalities resources • Overall appeal and play value 	30%
4	Creativity <ul style="list-style-type: none"> • Innovation of design • Value added propositions and recommendations 	20%
5	Project Methodology <ul style="list-style-type: none"> • Quality assurance standards and practices • General understanding of the scope of work • Acceptable proposed schedule 	20%
6	Cost – within the indicated budget for each location	10%

APPENDIX 'A' - DECLARATION

I, _____

Of _____

DECLARE that no person, form of Corporation, other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this quote or in the Contract proposed to be taken.

I FURTHER DECLARE that this Quote is made without any connections, knowledge, comparison of figures or arrangement with any other company, firm or person making a Quote for the same work and is in all respects fair and without collusion or fraud.

I FURTHER DECLARE that no member of the Township Council, or any Officer of The Township of Elizabethtown-Kitley is or will become interested, directly or indirectly, as a contracting party or otherwise, in the performance of the Contract, or in the supplies, work or business to which it relates or any portion of the profits thereof, or any such supplies to be used therein or in any of the monies to be derived there from, unless he/she first declares an interest in this Contract to the Director of Public Works prior to the opening of the Quotes.

I FURTHER DECLARE that all matters stated in the said quote are in all respects true.

Company

Company Representative (print)

Company Signature

Date

Witness (print)

Signature