



The Corporation of the Town of Essex

Request for Proposal RFP-CS-23-002

Design, Supply and Install Playground Equipment

Date of Issue: April 19, 2023

Closing Information:

Date: May 17, 2023

Time: 3:00.00 PM Local Time

Location: Town of Essex Municipal Offices

33 Talbot Street South

Essex, Ontario N8M 1A8

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1. Introduction

1.1 Background Information

The Town of Essex is located in southwestern Ontario, approximately twenty-eight (28) kilometres southeast of the City of Windsor and is one of seven (7) lower-tier municipalities in the County of Essex. The Town of Essex consists of four (4) distinct and unique Centres — Essex Centre, Colchester Centre, Harrow Centre and McGregor Centre. The current population of the Town of Essex is 20,427.

The Town of Essex is seeking proposals from qualified proponents to design, supply and install playground equipment located at Stanton Park, which is a Neighbourhood Park on Stanton Court in Essex, Ontario.

2. Proposal Process

2.1 Non-Mandatory Site Visit

A non-mandatory site meeting is scheduled for **May 04, 2023, at 1:00 PM local time**. The site visit will be at Stanton Park, which is a neighborhood park on Stanton Court in Essex, Ontario.

Proponents are responsible for their own transportation to the said location.

2.2 Closing Date and Time

Proposals shall be submitted prior to or by **May 17, 2023, at 3:00:00 PM local time**. All proposals received after the specified closing date and time will not be considered.

2.3 Opening of Proposals

There will be no public opening of this Request for Proposal. All proposal submissions at the time of closing will become property of the Town of Essex.

2.4 Corporate Contact

It is the Proponent's responsibility to satisfy themselves with respect to any inquiries, clarification or requests for additional information regarding this Request for Proposal. All inquiries, clarifications or requests for additional information are to be directed solely to the Town's Corporate Contact as set out below through email contact or written facsimile only. The Town assumes no responsibility for oral instruction or suggestion.

Corporate Contact: Jackson Tang, Assistant Manager, Business Services

Fax: 519-776-8811 Email: jtang@essex.ca

Contact with Town of Essex officials or Town of Essex staff other than the above stated corporate contact on this Request for Proposal, from the date of posting this Request for Proposal up to and including the date of awarding the contract, is not permitted and will be considered grounds for disqualification in the quoting and selection process.

Prospective Proponents who wish to submit queries with respect to this Request for Proposal shall do so by submitting such queries in writing to the person named as the Official Corporate Contact. Contact in any other manner will be considered grounds for disqualification in the Proposal process.

3. Proposal Submissions

Submissions shall be in letter form and must, at a minimum, address the scope as set out in this Request for Proposal under Section 8 and all mandatory requirements as set out in sub-section 20.4.

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All proponents should carefully review this Request for Proposal for errors or questionable matter. Comments or the need for clarification must be made in writing as requested in this Request for Proposal. Disputes based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Town of Essex as per the terms set out in this Request for Proposal.

The proposal submission should be clear, concise and complete. The Town of Essex shall have the sole, final decision in the selection process.

3.1 Proposal Submission Format

Proposals must be submitted in a sealed envelope by way of hand delivery, courier service, or mail. All Proposals submitted under Request for Proposal RFP-CS-23-002 must be clearly marked as follows:

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Attention: Jackson Tang, Assistant Manager, Business Services
Corporation of the Town of Essex
33 Talbot Street South, Essex, Ontario N8M 1A8

Faxed or e-mailed Proposals provided by any Proponent will be a breach of the Request for Proposal and will result in the total rejection of any Proposals received, or to be received from such Proponent in any form, under this Request for Proposal.

All proponents must complete and submit a Proponent Identification Sheet using the format provided as Appendix A to this Request for Proposal. The Proponent Identification Sheet must be duly signed by a person authorized to bind the Proponent organization and affixed with the corporate seal if applicable.

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Proponents must also complete and submit an Acknowledgement of Proposal Documents Received by Proponent and Addenda. The Acknowledgement must be duly signed by a person authorized to bind the Proponent organization and affixed with the corporate seal if applicable.

Additionally, please provide an electronic version in a Microsoft Office compatible electronic format on a jump-drive or USB flash drive. If there is any discrepancy between the electronic version and the original hard copy, the “original” hard copy shall take precedence.

The Town reserves the right to make additional copies of all submissions for its internal review process and to provide such copies to its staff and external advisors, as it deems necessary.

3.2 Alternative Proposal

Each proponent is allowed to submit **no more than** three different proposals which must be completed and submitted separately in three different sealed envelopes as per Section 3.1.

4. Terms and Conditions

4.1 Unauthorized Response

No municipal staff, whether an official, agent or employee, other than the designated Corporate Contact is authorized to speak for the Town with respect to the Request for Proposal document, and any Proponent who uses any information, clarification or interpretation from any other representative does so entirely at the Proponent’s own risk. The Town will not be responsible for any verbal comment or suggestion by any Town staff, appointed or elected official of the Town, or by any Consultant retained by the Town with respect to this Request for Proposal.

4.2 Proposals to Remain Open

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Proposals will be held open by the Town for a period of no greater than ninety (90) days for full review. Should the Town require an extension past the ninety (90) day period, each submitted Proponent will be notified of the extension.

4.3 Proposal Submissions Irrevocable

The Proposals received from Proponents are to be irrevocable and open for acceptance for a period of not less than ninety (90) days after the stated Request for Proposal closing date.

4.4 Materially False, Incorrect or Misleading Information

The Town, without liability, cost or penalty, may at any time, during the Request for Proposal process reject any Proposal submission or disqualify any Bidder, if, in the sole and unfettered discretion of the Town, such Proposal contains materially false, incorrect or misleading information.

4.5 Acceptance of Proposal

The lowest or any Proposal may not necessarily be accepted. The Town of Essex reserves the right to delete any part, or parts from the Proposal without stating reasons. In the event of any deletion, it is agreed that the Proponent will have no claim for loss of potential profit or overhead costs. Proposals containing conditions or that otherwise fail to conform to the instructions to Proponents will be subject to disqualification or rejection. A single contract may be assigned for the entire Scope of Work.

4.6 Cancellation

The Town, in its sole and unfettered discretion, reserves the right to change the dates, schedules and deadlines set out in this Request for Proposal or to change

the Scope of Work, or to cancel this Request for Proposal without stating any reasons therefor.

4.7 Changes to Contract

No deviation from the Proponent's Proposal shall be made by the successful Proponent in the execution of the work, without the written approval of the Town of Essex.

The Proponent shall provide the Town with written notice of and await written notice for:

- Additional work, materials, services, or things not covered, or specified in this Proposal and a corresponding statement of cost and expense estimates for such additional services and changes in the project schedules (if any); and
- Any changes to be made in the specifications that the Proponent may recommend, whether the effect of such change is to increase or diminish the work or scope.

4.8 Freedom of Information Act

The Proponent hereby consents to disclosure of its information contained in this Proposal submission, pursuant to The Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990, c. M.56 as amended.

4.9 Accessibility for Ontarians with Disabilities Act

The selected Proponent shall comply with all applicable provisions of the Accessibility for Ontarians with Disability Act.

4.10 Costs Incurred by Proponent

Except as expressly and specifically permitted in the Request for Proposal documentation, no Proponent shall have any claim for any compensation of any kind whatsoever, because of participating in this Request for Proposal, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim. All expenses involved either directly or indirectly due to the

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preparation and submission of a Proposal or bid in response to this Request for Proposal or any work performed in connection thereof shall be borne by the Proponent.

4.11 Insurance

The Proponent shall procure and maintain Comprehensive General Liability insurance in accordance with this section. The Proponent shall file with the Town of Essex, together with the signed contract, prior to the start of any work, a copy of the policy of Comprehensive General Liability Insurance clearly stating that the Comprehensive General Liability Insurance complies with all the requirements of this contract. Insurance is to be obtained from a Company satisfactory to the Town of Essex.

The successful Proponent's policies of Insurance shall cover the Proponent and all sub-contractors and shall name the Town of Essex additional insured. All insurance shall remain in effect for the periods indicated in this contract.

The Comprehensive General Liability Insurance shall:

- Have a limit of liability not less than \$5,000,000 inclusive for any one insurance;
- Include insurance against liability for bodily injury and property damage caused by vehicles or equipment owned by the Proponent;
- Be endorsed to provide that the policies will not be altered, cancelled or allowed to lapse without thirty days written notice to the Town of Essex;
- Name the Town of Essex, including its officers and employees while performing their duties on behalf of the Town of Essex, as additional insured under the policy; and
- The Proponent shall pay for all premiums and expenses incurred with acquiring such insurance.

4.12 Proof of Insurance

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Proof of such insurance is to be submitted and filed at the Town of Essex Municipal Office before commencing any work and annually thereafter.

4.13 Employment Insurance and Workplace Safety and Insurance Act

The Proponent shall, at all times, pay or cause to be paid any assessment or compensation required to be paid pursuant to the Workplace Safety and Insurance Act. The Proponent shall, at the time of entering into a contract with the Town, provide to the Town satisfactory proof that all assessments or compensation payable to the Board have been paid and the Town may, at any time during the performance or upon the completion of such contract, require a further declaration that such assessments or compensations have been paid.

A current and valid Certificate of Clearance shall be submitted upon confirmation of a Proponent being awarded and accepting the job. The Proponent, during the term of the contract, is to provide the Town with any renewed or updated Certificate of Clearance. The Town will not accept responsibility for obtaining from or on behalf of a Proponent a current Certificate of Clearance. The Proponent clearly understands and agrees that it is their responsibility to maintain and provide a Certificate of Clearance in good standing to the Town throughout the full term of the contract.

The Proponent clearly understands and agrees that they are not, nor is anyone hired by the Proponent, covered by the Town of Essex under the Workplace Safety and Insurance Board, the Unemployment Act, or any Act, whether Provincial or Federal, in respect of the Proponent, their employees and operations, and shall upon request furnish the Town of Essex with such satisfactory evidence that they have complied with the provisions of any such acts.

If the Proponent fails to do so, the Town of Essex shall have the right to withhold payments of such sum or sums of money due to them that would be sufficient

to cover their default and the Town of Essex shall have the right to pay same. Information on coverage under the Workplace Safety and Insurance Act can be obtained directly from the Workplace Safety and Insurance Board. The Town of Essex is not to be deemed the employer or the supplier of the Proponent's personnel under any circumstances whatsoever.

4.14 The Occupational Health and Safety Act

The successful Proponent shall comply with all conditions and regulations of the Occupational Health and Safety Act and all applicable regulations and amendments thereto, any other Federal or Provincial Statute or Local By-Law concerning safety or any other phase of its work on this contract.

In order to avoid any misunderstanding as to the nature of the work to be performed herein, the Proponent, by executing this Contract, unequivocally acknowledges that they are the "Constructor" within the meaning of the Occupational Health and Safety Act.

The Proponent acknowledges by way of submitting a Proposal that they are the Constructor as defined by the Occupational Health and Safety Act.

The Proponent will agree to take full responsibility for any Health and Safety violations as well as the cost to defend such charges as a result of any violation.

5. Clarification of Proponent's Proposal

The Town of Essex shall have the right at any time after the closing time to seek clarification from any Proponent in respect of the Proponent's Proposal, without contacting any other Proponent. The Town of Essex shall not be obliged to seek clarification of any aspect of any Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change the Proponent's Proposal in any substantive manner. Subject to the qualification in this provision, any written information received by

the Town of Essex from a Proponent in response to a request for clarification from the Town of Essex may be considered to form an integral part of the Proponent's Proposal, in the Town of Essex's sole discretion.

6. Indemnity

The Proponent shall indemnify and save harmless the Town of Essex from all losses, damages, expenses, actions, causes of actions, suits, claims, demands and costs whatsoever which may arise either directly or indirectly by reason of any failure, neglect or refusal by the Proponent to comply with these specifications, or arising out of the performance or non-performance of the terms of the agreement by the Proponent and its employees or agents, except to the extent that such liability for damage was caused by any failure, neglect or refusal by the Town to comply with the Contract, or arising out of the performance or non-performance of the term of the Contract by the Town and their employees, agents or Proponents .

Without restricting the generality of the foregoing, it is understood and agreed that the Town shall not be liable for damages to any third party for bodily injury or property damage caused by any accident by the Proponent or otherwise or while engaged in work for or on behalf of the Town causing either damage or injury through the negligence of the employees of the Proponent and whether or not the same shall be by reason of an accident by or with any truck, trailer, motor vehicle or any other vehicle or equipment whatsoever. The Proponent hereby covenants and agrees with the Town to indemnify and save harmless the Town of Essex of and from all claims or damages whatsoever arising or caused by any of the acts or negligence or otherwise of the employees of the Proponent referred to in this paragraph, except to the extent that such liability for damage was caused by the negligent act or omission of the Town and their employees, agents or Proponents.

7. Protection of Property

The Proponent shall be held responsible by the Town for all damage caused by the Proponent and employees, or sub agents of the Proponent, including damage to subsurface or surface utilities, properties, pavement, sidewalks, curbs, buildings, homes or structures adjacent to or in the general area of the work, through any other cause relating to the work mentioned in this Request for Proposal. Additionally, the Proponent will be required to make good all such damage at his own expense to the satisfaction of both the owner and the Town of Essex.

The Proponent shall conduct the work at all times, with the safety of employees on the job and the safety of the public in mind. All work shall be done in accordance with recognized safe working practices and all Government requirements applying to the work.

The Town will not in any manner be answerable or accountable for any loss or damage that shall or may happen to the said work, or any part of parts thereof respectively, or for any of the materials or other things used and employed in finishing and completing the work or any injury to any person or persons, either workers or the public, or for any damage to the adjoining property. The successful bidder will properly guard and make good all damages which may arise or be occasioned by any cause connected with the contract, or the work done by the successful bidder, and will indemnify and keep the Town of Essex against the same, until the completion of the work required.

8. Scope of Work

The Town of Essex is seeking proposals from qualified proponents to design, supply and install playground equipment located at Stanton Park, which is a Neighbourhood Park on Stanton Court in Essex, Ontario.

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The Proponent is required to prepare and provide a proposal providing all necessary documents:

- a) The proponent shall submit up to three (3) different designs of a municipal playground with the requirements contained in this scope of work.
- b) All materials, supplies, labour, equipment, and deliverables of a public playground layout to meet age group (2- to 12-year-old) and to provide as many features as suitable for the aforesaid age group.
- c) With the exclusion of the optional pathway, a fixed budget of \$244,300.31 inclusive of all applicable taxes and contingency (\$216,194.97 +H.S.T.) has been approved for all work with the exclusion of the optional concrete pathway. **Any money exceeding this approved budget is not permitted and the proposal will be rejected.**
- d) The Town of Essex is committed to providing accessible playgrounds and this proposal is expected to have a wide array of accessibility features. It is incumbent on the proponent to provide a detailed breakdown on the accessibility components added into the playground design and explain how the components are accessible.
- e) The Town of Essex would like to see accessible components for people with disabilities including, but not limited to, mobility, vision, hearing, sensory, etc.
- f) The playground shall include an area for quiet retreat.
- g) The design shall include an area with accessible motion, with no transfer required.
- h) Designs with a swing set shall include an inclusive swing capable of independent transfer.
- i) The design shall include a variety of ground level play options, which will also promote social interaction.

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- j) Any playground designs must include wheelchair ramps without transfer stations. These ramps are not permitted to have a “ramp to nowhere” and must include playground features that a person in a wheelchair can access.
- k) Designs shall include shaded areas.
- l) Designs shall include a variety contrasting colours.
- m) Curb and Curb Base: The proponent is responsible to install a one-hundred and fifty-three-millimeter barrier curb around the perimeter of the playground and must be at the same top elevation as the poured in place soft surface. The Concrete to be thirty (32) megapascals with seven percent air entrainment and full depth half inch fiberboard expansion joint. The concrete barrier curb shall be sixteen (16) centimeters in thickness and thirty point five (35.5) centimeters in depth. The curb base must be excavated to depth of six hundred and fifty (650) millimeters from top of curb. The curb base shall be compacted to a ninety-five (95%) percent standard proctor density. The proponent shall supply and place base granular A to a minimum depth of three hundred (300) millimeters compacted to ninety-five (95%) percent standard proctor density. A defined cut-out area may be required to connect a sidewalk to the playground area.
- n) Sidewalk: The Proponent is to provide an optional price for an installed sidewalk from Stanton Court to the playground. Sidewalk shall be 130mm thick concrete to 32 megapascals with 150mm granular A base. Granular shall extend 150mm outside of the poured concrete, on both sides. Topsoil and seed, as specified throughout this document, to be placed afterward in line with the top of concrete sidewalk.
- o) All damaged areas are to be restored with high quality topsoil free of weeds and seeded with high quality hydro seed.

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- p) The non-mandatory site visit is the sole responsibility of the Proponent and is encouraged to attend.
- q) Work to include site preparation/restoration and installation of all playground equipment and ground base for completion on or before the July 1st, 2023; (Note: Should this deadline date not be a realistic date for completion, please explain your reasons why and provide an alternative completion date).
- r) All playground equipment designs must comply with the most current published editions of the following safety standards:
- Accessibility for Ontarians with Disabilities Act (AODA);
 - The International Standard Testing Methods applicable to Standard Consumer Safety Performance Specification for Playground Equipment for Public Use;
 - U.S. Consumer Product Safety Commission (CPSC) Handbook for Public Playground Safety;
 - CAN/CSA-Z614-14 Children's Play Spaces and Equipment
- s) Construction to be steel with powder coat paint finished membrane, or equivalent, which complies with no less than the following list of ASTM performance standards:
- Mandrel Bending;
 - Cross Hatch Adhesion;
 - Impact;
 - Weather ability including Humidity Resistance and Salt Spray Resistance;
 - Overbake Resistance; and
 - Pencil Hardness.
- t) Hardware and Fasteners to be fully treated to be temper resistant and to resist corrosion.

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- u) The successful proponent must provide, upon completion of the project, tool kit for all playground features. The proponent must also include manuals for all features including, which includes parts and maintenance.
- v) Plastic coated materials/equipment shall comply with no less than the following list of ASTM performance standards:
 - Tensile Strength;
 - Heat Distortion Temperature;
 - Low Temperature Impact
 - Tear Strength
 - Flex Modulus
- w) The base to be poured-in-place rubber surface made from recycled materials so the Town of Essex may partake in the Kal Tire Replay Fund grant for rubber surfaces. The recommended mixing ratio for the polyurethane binder and rubber crumb must be a minimum of eighty percent (80%) rubber to twenty percent (20%) binder. Please provide original documentation from manufacturer showing specifications supporting the above-mentioned ratio.
- x) Poured-in-place surfacing system shall have been marketed by name within Canada for at least (10) years.
- y) The installation of the playground and surface must be validated by a factory authorized representative. The Town of Essex will have a third-party inspection/certification completed prior to final payment. Should this inspection fail to meet the specifications required in the scope of work, the proponent must make the appropriate reparations prior to final payment. The Town of Essex will cover the cost of the first third party inspection for certification; however, any additional third-party testing due to failure to meet the scope of work will be at the expense of

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- the Proponent. Note: the same inspection company must be used for re-inspections.
- z) The proposal must indicate the distribution of top-coat materials (i.e., if EPDM is used, how much of the surface is EPDM and how much is regular topcoat).
 - aa) The Proponent must have successfully completed a minimum of ten (10) playgrounds of similar size and scale within the last three (3) years.
 - bb) The direct surface subcontractor must have worked on a minimum of ten (10) playgrounds of similar size and scale within the last three (3) years.
 - cc) Must have product tested by: TUV SUD America Inc. Product Safety Services. ASTN F-1292-13 Impact Attenuation report (Detroit Testing Laboratory, Inc.) for 12' fall height protection.
 - dd) The Proponent will submit a construction report at every stage of the site construction. Including but not limited to pre site conditions, site prep, footings, curb installation, play equipment installation, subbase, protective surface installation, and final site details. The reports will be emailed to the Manager of Parks and Facilities for comments, the reports will include as many pictures as needed and a brief description of events.
 - ee) A copy of a current aerial view of site location and the approximate location of the playground is enclosed (Appendix G).
 - ff) The Proponent is required to submit their proposal for their conceptual design, supply and install of the playground equipment to include all the requirements under this scope of work, with all-inclusive pricing containing labour, materials, equipment, permits, site preparation, demolition, installation, delivery, on site set-up, supervisor, etc. and all applicable taxes based on this firm budget price.

9. Contract Performance

- a) No services within the service agreement will be subcontracted without the Town's prior consent; the Town reserves the right to reject the use of any subcontractor.
- b) Regular communication will occur between Town representatives and a representative of the Proponent. In addition meetings may be called from time to time to review issues or concerns that either party may have related to service levels or for clarification on contractual requirements.
- c) A representative of the Proponent will ensure service levels and standards as outlined in the service agreement are met, by conducting regular inspections and the review and implementation of industry best practices and standards. The Proponent will be responsible to log these inspections and will be required to send them to the Manager of Parks and Facilities as required.

10. Evaluation of Proposals

A panel of senior administrative staff will independently evaluate each proposal using an established scoring matrix (below). The Town reserves the right to amend the scoring matrix at its discretion, with any amendments being applied consistently to every proposal received.

- a) Experience with Similar Projects
Corporate experience and past performance are measures of the extent to which a Proponent has recently performed the same or similar work and are important in assessing the probability of future successful performance. The Proponent shall include in their proposal evidence of past performance; and demonstrate the extent, depth, and quality of recent corporate experience in the same or similar work. Please describe

the experience and performance of key personnel to be assigned to the Project regardless of their past association with the current proponent firm. This is the opportunity to emphasize the strengths of the individuals on the team, to recognize their past responsibilities, commitments, and achievements.

b) Understanding of Project Scope and Proposal Quality

The proposal must include an introduction that clearly and succinctly shows the Proponent understands the objectives of and the reasons for this project. It should describe the specific project goals and technical requirements, highlighting those that are of particular significance or present challenges to the project and the delivery of services. The proposal must demonstrate that the Proponent understands the technical requirements, the required resources, and any special technical considerations associated with the project, as well as any constraints or local conditions that would affect the likelihood of the objectives being met.

Further, the proposal should detail the approach the Proponent will use to overcome such challenges and to ensure the project goals and objectives are achieved.

c) Design, Age appropriateness and Features

The Proponent shall describe the design, scope and details of services offered to meet the objectives of this Project. The explanation must include a detailed work plan based on the Scope of Work, Section 8. The work plan must incorporate all requirements of this Request for Proposal, showing the methods proposed, how the work will be conducted, and all individuals responsible for each component of the Project and the potential challenges of the Project and how these challenges will be

overcome. The Proponent shall provide a schedule for the proposed Project within their proposal. The Project schedule will be sufficiently detailed so Town of Essex may fully understand the schedule for field work, significant delivery dates, meeting times and comment periods allocated for Town of Essex.

The Proponent shall also submit its own quality assurance plan providing a description of the strategies proposed to ensure that the proposed Project work plan provides meaningful, technically sound results that will meet the objective of the Project in an efficient manner.

d) Accessible Features and Equipment

The Town of Essex will have a focus on Accessibility of the playground, so it is imperative that the proponent provide examples and a description on all equipment that has accessibility features.

e) Public Consultations

Top ranked playground designs will proceed to a public consultation process where the design concepts will be put on the Town of Essex website and the public will have the ability to rate the playgrounds. Only those designs that have a mathematical opportunity to be the successful design will be posted on the website.

f) Scoring Matrix

Criteria Score	Maximum
Proposal Fee	10
Experience with Similar Projects	10
Understanding of Project Scope and Proposal Quality	15
Design, Age Appropriateness and Features	25

Accessible features and Equipment Warranties	25
Public Opinion	15
Total	100

11. Conflict of Interest

Proponents participating in this Request for Proposal process shall disclose, prior to entering into an agreement, any potential conflict of interest. If such a conflict exists, the Town of Essex may, at its discretion, withhold the award of a contract from the Proponent until the matter is resolved.

12. Terms of Contract

The contract is expected to be completed on or before **July 01, 2023**. Should this deadline date not be a realistic date for completion, please explain your reasons why and suggest an alternative completion date.

13. Failure to Perform

The Town may, without prior notice, take remedial action if the successful Proponent fails to properly carry out its responsibilities to the full satisfaction of the Town. The Town may, after notifying the successful Proponent, undertake alternative means to perform the work during the time the successful Proponent is unable to perform.

14. Litigation with the Town

No Proposal submission will be accepted from any Proponent or any related company who has a claim or has instituted a legal proceeding against the Town or against whom the Town has a claim or has instituted a legal proceeding, without the prior approval of the Town Council. This applies whether the legal

proceeding is related or unrelated to the subject matter of this Request for Proposal.

15. Reservation of Rights

Proponents will not have the right to change conditions, terms or prices once a Proposal has not been submitted in writing to the Town, nor shall proponents have the right to withdraw a Proposal once it has been submitted.

16. Omissions and Discrepancies

All proponents should carefully review this Request for Proposal for errors or questionable matter. Should a Proponent find discrepancies in or omissions from the proposal documents including any schedules, drawings or appendices, or should the Proponent be in doubt as to their meaning, require any further clarification or have any questions pertaining to the Proposal documents, the Proponent must address their concerns in writing to the Corporate Contact as identified under the section herein titled Corporate Contact.

No oral interpretation shall be made to a Proponent as to the meaning of any of the proposal request documents or be effective to modify any of the provisions of the request documents.

Disputes based on any omission or error, or on the content of the solicitation, will be disallowed if these errors or omissions have not been brought to the attention of the Town of Essex as per the Terms set out in this Request for Proposal.

17. Harmonized Sales Tax (HST)

Changes in taxes due to the introduction of the new Harmonized Sales Tax became effective July 1, 2010. Proponents will be required to provide invoices that meet the Town's reporting and information requirements as it pertains to the Harmonized Sales Tax.

18. Procurement Policy By-Law/Governing Law

Proposals will be called, received, evaluated, accepted and processed in accordance with the Town's Procurement and Disposal of Goods and Services By-Law Number 2129, respecting purchasing (copy available upon request). By submitting a Proposal for this project, the Proponent agrees to be bound by the terms and conditions of such By-Law and any amendments thereto, as fully as if it were incorporated herein.

Any Contract resulting from this Request for Proposal shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

19. Addenda

The Town of Essex may, at any time prior to the closing date, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein. Any addenda issued after the posting of this Request for Proposal will be published on the Town's website at www.essex.ca up to and including the closing date as indicated in Section 2. It is the sole responsibility of the Proponent to review and respond to published addenda issued following the issuance of this Request for Proposal in their submissions.

If addenda are issued prior to three days of closing this Request for Proposal, the closing date of this Request for Proposal may be adjusted accordingly.

The following apply regarding any request for clarification of any aspect of the RFP:

- (a) Proponents must submit requests for clarification by fax or email to the RFP Corporate Contact, or as may otherwise be directed by the RFP Corporate Contact.

- (b) In submitting a request for clarification, a Proponent must include its address, telephone number, facsimile number and email address.
- (c) Where a question relates to a specific section of this RFP, reference should be made to the specific section number and page.
- (d) **Requests for clarification must be submitted on or before May 11, 2023.**

The Town of Essex will provide Proponents with written responses to questions that are submitted in accordance with the above mentioned. Questions and answers will be distributed in numbered Addenda to Proponents by posting such Addenda on the Town's website at www.essex.ca. In answering a Proponent's questions, The Town of Essex will set out the question(s), but without identifying the Proponent that submitted the question(s) and may, in its sole discretion:

- edit the question(s) for clarity;
- exclude questions that are either unclear or inappropriate; and
- answer similar questions from various Proponents only once.

Where an answer results in any change to the RFP, such answer will be formally evidenced through the issue of a separate Addendum for this purpose.

20. Method of Submission

20.1 Delivery of Proposals

- a) Proposals must be submitted in a sealed envelope by way of hand delivery, courier service, or mail;
- b) Delivery of Proposals through a Courier Service shall be the responsibility of the Proponent and shall result in the submission being rejected where:

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- c) The Proposal is delivered to a location other than that stated on the label provided by the Owner;
- d) The Proposal Envelope or Package enclosed in the Courier Envelope does not state "Proposal Documents Enclosed" and is not removed from the Courier's Envelope prior to the closing date and time; and/or
- e) The Proposal is delivered later than the closing date and time.

20.2 Delivery Label

The Proponent delivery label as supplied in Appendix D, by the Town of Essex, as part of this Request for Proposal and identified in Section 20.4 of the Mandatory Requirements must be affixed to the outside of the Proponent's envelope without any extra covering.

For Courier delivered documents, please ensure that the Proposal response is enclosed within a separate envelope inside the Courier packaging with the Proponent Delivery Label affixed to the exterior as identified above.

20.3 Submissions by Facsimile or Email

Proposal forms submitted and received by facsimile or email from any Proponent will be a breach of this Request for Proposal and will result in the total rejection of any and all Proposals received, or to be received, from such Proponent in any form, under this Request for Proposal.

20.4 Mandatory Requirements

The Proponent is requested to adhere strictly to all requirements and complete all sections of this Request for Proposal including all appendices, statements and addenda. Failure to do so may be sufficient cause for rejection of the Proponent's Proposal. Submissions under this Request for Proposal must include the following seven (7) items:

- i. Proposal Submissions as set out in the Scope of Work & Evaluation of Proposals
- ii. Appendix A – Proponent Identification Sheet
- iii. Appendix B – Proposal Acknowledgement & Addenda Documents Received
- iv. Appendix C – Occupational Health and Safety Declaration
- v. Appendix D – Proponent Delivery Label
- vi. Appendix E – Proponent Experience and References
- vii. Appendix F – General Contractor Accessibility Agreement

21. Award of Contract

The successful proponent, once determined, will enter into a standard Purchase Order Contract or Agreement with the Town of Essex. The Proponent and the Corporate Contact will determine, prior to the commencement of work, a payment strategy mutually agreeable and acceptable to both parties. The Standard Payment Terms of the Town of Essex are Net 30 days upon satisfactory completion of job and receipt of invoice.

22. Final Awarding Information

The Proponent agrees that by submitting a Proposal in response to this Request for Proposal that the Town has no obligation to reveal any information regarding any Proposal submitted to the Town including the results of the Request for Proposal process or any reason for its decision in the choice of a Proponent or Proponents. Proposals are received in confidence subject to the disclosure requirements of the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990, c.M56 as amended. The confidentiality of such information will be maintained by the Town of Essex, except as otherwise required by Law or by Order of a Court or Tribunal.

23. Appendix A – Proponent Identification Sheet
(Must be returned with Proposal)

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Name of Proponent/Business:_____

Contact Person's Name: (if applicable)_____

Mailing Address:_____

City and Province:_____

Postal Code:_____

Telephone Number:_____

Facsimile Number:_____

Cell Phone Number:_____

Email Address:_____

Signing Authority Name (if applicable):_____

Proponent or Signing Official Signature:_____

Corporate Seal (if applicable)

24. Appendix B – Proposal Acknowledgement & Addenda Documents Received

(Must be returned with Proposal)

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By affixing my/our signature below, the Proponent or authorized agent, hereby acknowledges and confirms the following four (4) paragraphs:

- a) I/We have received all of the documents noted in the Table of Contents contained in this document and have been provided with all of the details required to permit me/us to submit a Proposal on Request for Proposal number RFP-CS-23-002.
- b) I/We declare that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person submitting a Proposal for the supply of the same goods and services.
- c) I/We declare that I/We have carefully read this document and have satisfied ourselves as to the nature of the goods and services required and do hereby make our Proposal to the Corporation of the Town of Essex for the goods and services described herein.
- d) I/We acknowledge that I/we have received all addendums up to and including the last number itemized below and as issued to this Request for Proposal by the Corporation of the Town of Essex. And further, acknowledge that it is my/our responsibility to ensure that I am in receipt of all addenda issued to this Request for Proposal.

Number of last addendum: _____

Description of last addendum: _____

Signing Authority Name (if applicable): _____

Date of Signature: _____

Proponent or Signing Official Signature: _____

I have the authority to bind this Corporation

Corporate Seal (if applicable)

25. Appendix C – Occupational Health and Safety Declaration

(Must be returned with Proposal)

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On behalf of (Legal name of Company): _____

I/We certify that we have a Health and Safety Policy and will maintain a program or prior to commencement of work, implement such a policy as required by the Occupational Health and Safety Act, R.S.O. 1990, c.0.1, as amended through the duration and completion of all work performed under this Request for Proposal.

With respect to the good(s) and or service(s) offered pursuant to this Request for Proposal, including any sub-contracted services, I/We acknowledge the responsibility to, and shall:

- a) Fulfill all of the “contractor” obligations under the Occupational Health and Safety Act and ensure that every employer and every worker performing work on the project complies with the Occupational Health and Safety Act and its Regulations;
- b) Ensure that adequate and competent supervision is provided as per the Occupational Health and Safety Act to protect the health and safety of workers; and to
- c) Provide information and instruction to all employees to ensure they are informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness.
- d) I/We agree to take every precaution reasonable in the circumstances for the protection of worker health and safety, as required by the Occupational Health and Safety Act.

Name of Proponent/General Contractor: _____

Signing Authority Name (if applicable): _____

Date of Signature: _____

Proponent or Signing Official Signature: _____

I have the authority to bind this Corporation
Corporate Seal (if applicable)

26. Appendix D – Proponent Delivery Label

(Must be returned with Proposal affixed to the outside of the envelope)

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Proponent Return Label:

From: _____

Address: _____

City etc.: _____

Contact: _____

Phone: _____

Deliver To:

The Corporation of the Town of Essex
Attention: Jackson Tang, Assistant Manager, Business Services
33 Talbot Street South
Essex, Ontario N8M 1A8

27. Appendix E – Proponent Experience and References

(Must be returned with Proposal)

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The Proponent shall list below, the last ten (10) locations where similar size and scale has been performed by this company within the last three (3) years.

Location 1:

Name of Company: _____

Corporate Contact: _____

Phone Number: _____

Date of Completion of Work: _____

Location 2:

Name of Company: _____

Corporate Contact: _____

Phone Number: _____

Date of Completion of Work: _____

Location 3:

Name of Company: _____

Corporate Contact: _____

Phone Number: _____

Date of Completion of Work: _____

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Location 4:

Name of Company: _____

Corporate Contact: _____

Phone Number: _____

Date of Completion of Work: _____

Location 5:

Name of Company: _____

Corporate Contact: _____

Phone Number: _____

Date of Completion of Work: _____

Location 6:

Name of Company: _____

Corporate Contact: _____

Phone Number: _____

Date of Completion of Work: _____

Location 7:

Name of Company: _____

Corporate Contact: _____

Phone Number: _____

Date of Completion of Work: _____

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Location 8:

Name of Company: _____

Corporate Contact: _____

Phone Number: _____

Date of Completion of Work: _____

Location 9:

Name of Company: _____

Corporate Contact: _____

Phone Number: _____

Date of Completion of Work: _____

Location 10:

Name of Company: _____

Corporate Contact: _____

Phone Number: _____

Date of Completion of Work: _____

Name of Proponent/General Contractor: _____

Signing Authority Name (if applicable): _____

Date of Signature: _____

Proponent or Signing Official Signature: _____

I have the authority to bind this Corporation

Corporate Seal (if applicable)

28. Appendix F - General Contractor Accessibility Agreement

(Must be returned with Proposal)

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By signing below, I/We hereby certify the accuracy of the following statement:

I/We hereby confirm that all staff and Sub-Contractors providing goods and services to the public or third parties working on behalf of the Town of Essex have received Accessible Customer Service Training in compliance with Regulation 429/07 Accessible Standards for Customer Service of the Accessibility For Ontarians with Disabilities Act.

Date of Signature _____

Proponent/General Contractor's Name _____

Signing Authority Name (if applicable) _____

Proponent or Signing Official Signature _____

I have the authority to bind this Corporation

Corporate Seal (if applicable)

29. Appendix G - Photo

