
REQUEST FOR PROPOSAL**Supply and Install Playground Equipment, Rubberized Safety
Surfacing and Accessible Access from gravel parking lot to
Playground at Lovely Day Park****File # ADM-02-21**

Please submit completed proposal electronically to jkavanagh@ramara.ca with the tender number in the subject line

CLOSING

DATE:	July 6, 2021
TIME:	12:00 p.m.
PUBLIC OPENING:	Via Zoom
LOCATION:	Township of Ramara Administration Building 2297 Highway 12 P.O. Box 130 Brechin, ON L0K 1B0

LATE SUBMISSIONS WILL NOT BE ACCEPTED

The Township of Ramara reserves the right to accept or reject all or any submission.

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PART I – INFORMATION TO RESPONDENTS

1. INTRODUCTION

1.1. PURPOSE

The Request for Proposal is for the removal of current playground structure, supply and installation of playground equipment, rubberized safety surfacing and accessible access from gravel parking lot to playground at Lovely Day Park as described in APPENDIX E (Playground Drawing area) in this RFP.

The Township of Ramara seeks a playground manufacturer that will remove the old playground set and to supply and install equipment for the creation of an accessible and inclusive playground. Respondents to this proposal are asked to provide the Township of Ramara with proposals for a play area that is accessible and inclusive and fits within the space detailed in APPENDIX E. At a minimum, the play equipment should include accessible swings.

Respondents to this proposal are asked to provide the Township of Ramara proposals for safety surfacing in playground area and accessible access from parking lot to playground area.

Submissions must include electronic drawing with components labelled and shown at an appropriate metric scale, showing the footprint of the proposed structures, descriptions of individual features and all required safety and non-encroachment zones. Respondents will submit at least two (2) full colour 3-D drawings (axonometric) from different viewpoints to illustrate components and the entire structure (11" x 17" page size) as well as catalogue descriptions of individual play components.

In addition to the basic requirements of the proposal, respondents may attach additional electronic pages of separate correspondence detailing further information that would enhance their proposal, or descriptions of any value added services they may offer.

1.2. SCOPE OF WORK

The Township of Ramara is seeking proposals from qualified play equipment manufacturers for the design, supply, and installation of IPEMA certified accessible play equipment, rubberized safety surfacing and accessible access at Lovely Day Park. This includes the removal of the old playground. Respondents will be expected to provide detailed layouts of all playground equipment, safety surfacing and sidewalk including all details related to the preparation of play areas, and any other specific area requirements. Respondents will also be

required to provide a third party play inspection pass in compliance with CAN/CSA/Z614-07.

1.3. LOCATION AND DESIGN

Lovely Day Park is located in the Township of Ramara at 72 Creighton St S. This playground will be located south and west of the existing pavilion. The play equipment envisioned includes accessible swings. Respondents to this tender can follow this suggested play equipment or propose something different as long as it qualifies as accessible or partially accessible and fits within the area indicated on the plans in APPENDIX E. As well, any roof material must match the existing colour of the existing pavilion.

The Township is seeking playground designs that include varying challenges for children aged 18 months to 12 years, as well as for children with varying mental and physical abilities. Respondents must conform as closely as possible to the indicated size. Suppliers are encouraged to use creative methods of fulfilling the recommendations of CAN-CSA-Z614-07, or latest revision. Resilient surfacing or the play area will be rubberized (Everplay or equivalent).

Proposals to remove old playground and supply and install playground equipment, rubberized safety surfacing and access as detailed in this RFP are to be tailored to the proposed budget of \$125,000, exclusive of HST. The Township will accept alternative playground layouts from a single supplier for consideration in this location.

The Township is interested in an installation that maximized play value, provides a diversity of play equipment, is as low-maintenance as possible, and corresponds to our available budget.

2. FORM OF PROPOSAL

All proposals must include the forms provided and clearly marked with “**Proposal for Supply and Install of Playground Equipment and Rubberized Safety Surfacing – File ADM – 02 – 2021**”

Any questions regarding this proposal should be directed by e-mail to Josh Kavanagh, Manager of Infrastructure, jkavangh@ramara.ca. No questions will be accepted after June 30th at 4:30 p.m.

It will be the Respondent’s responsibility to clarify any questions before submitting a proposal. A written addendum issued by the Township of Ramara is the only means of changing, amending or correcting this RFP. In the process of responding to this RFP, the Respondent should not utilize any information obtained outside this protocol.

PART II – STANDARD TERMS AND CONDITIONS

3. DEFINITIONS

The following definitions apply to the interpretation of the Request for Proposal;

- a. **“Respondent”** means a person or entity that is submitting a tender in response to the Tender Process.
- b. **“Contractor”** means the successful Respondent to this Request for Proposal, which enters into a written contract with the Township to perform the services outlined in this document.
- c. **“Contract”** means an agreement to be signed between the Township and the successful Respondent pursuant to the tender process.
- d. **“Contract Administrator”** means a person authorized or appointed by the Township to act on behalf of the Owner in any particular capacity.
- e. **“Closing Time”** Time and Date of Tenders has the meaning ascribed thereto in Part I and Part II of these Instructions to Respondents.
- f. **“OPS”** means the current Ontario Provincial Standards published by the Ontario Standards organization.
- g. **“RFP”** means “Request for Proposal.”
- h. **RFP Documents** means the documents listed in Part III – Specifications.
- i. **“Work”** means the work to be performed by a Consultant pursuant to a Contract issued as a result of this tender as described in the Contract Documents and includes, but is not limited to, the work generally described in Part III – Specifications.
- j. **“Township”** means the Corporation of the Township of Ramara.

2. FREEDOM OF INFORMATION

All submissions to the Township become the property of the Township and such are subject to the *“Municipal Freedom of Information and Protection of Privacy Act.”*

3. BRIBERY/FRAUD

Should any Respondent or any of their agents give or offer any gratuity or attempt to bribe any employee of the Township, or to commit fraud, the Township shall be at liberty to cancel the prospective Respondent’s submission or contract.

4. PURCHASING PREFERENCE

No preference will be given to any business for goods and/or services provided to the Township and/or Commission.

5. INSURANCE

The Successful Respondent(s) shall maintain and pay for Comprehensive General Liability Insurance with an insurer acceptable to the Township. The coverage shall include premises and all operations liability to be performed by the Respondent. This insurance coverage shall be subject to limits of not less than **Two Million Dollars (\$2,000,000.00)** inclusive **per occurrence** for bodily injury, death and damage to property including loss of use thereof for any one occurrence.

The policy shall include **the Corporation of the Township of Ramara** as an additional insured in respect of all operations performed by or on behalf of the Respondent.

The Respondent(s) shall be entirely responsible for the cost of any deductible that is maintained in any insurance document.

The Insurance Policy shall not be altered, canceled or allowed to expire or lapse, without thirty (30) days prior written notice to the Township.

The Liability Insurance shall not contain any exclusion of limitations in respect of shoring, underpinning, rising or demolition of any building or structure, pile driving, caisson work, collapse of any structure or land from any cause.

Where applicable the Respondent(s) shall carry standard automobile and non-owned automobile liability insurance and shall protect them against all liability arising out of the use of owned or leased vehicles, used by the Respondent(s), its employees or agents. The limits of the liability for both owned and non-owned vehicles shall not be less than **Two Million Dollars (\$2,000,000.00)** per occurrence.

6. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

The successful Respondent(s) shall supply a Certificate from the WSIB prior to the start of the contract indicating that all of the assessments the Respondent(s) or subcontractor(s) is liable to pay under *Workplace Safety Insurance Board Act* or successor legislation have been paid and they are in good standing with the Board.

Effective January 1, 2013, Bill 119 legislates that all Contractors and Sub-Contractors categorized under class G: construction, shall have WSIB account and clearance coverage prior to commencing any contract.

Alternatively, if the successful Respondent(s) is an Independent Operator and is not categorized under Class G: Construction, the Respondent(s) shall submit a letter, from the WSIB, confirming that s/he has Independent Operator Status under

the WSIB Act for work to be carried out for the Township. If the Respondent(s) does not have Independent Operator Status, the Respondent shall;

- Complete an Independent Operator Status Questionnaire upon being awarded the contract; and,
- Fund all costs associated with any appeal of a determination by WSIB that the Respondent is not an Independent Operator; and,
- Provide proof of Employer's Liability Insurance (provided either by WSIB or the Contractor's insurance provider).

The Respondent(s) acknowledges and agrees that the Township is not hiring an employee(s) to perform the work associated with this Tender. As such the Township reserves the right to terminate all Contracts associated with this Tender if all appeals have been exhausted and the Respondent(s) are determined by WSIB or court or tribunal of competent jurisdiction to be an employee. Any and all monies to be paid to the Respondent(s) shall be returned regardless of the extent of work that has been completed to that point, and all material and documents associated with the Tender, as well as Township property, shall be returned to the Township. The Respondent(s) acknowledges and agrees that any work completed to the date the appeal process has been completed, and an unfavorable determination is made will be provided to the Township for free and without any expectation of compensation. The risk associated with completing any work while there is an appeal process underway is entirely born by the Respondent(s).

7. ACCESSIBILITY

The Respondent(s) shall comply with the provisions of the *Accessibility for Ontarians with Disabilities Act 2005*, S.O. 2005, chapter 11 and the Regulations with regard to provision of the goods and/or services contemplated herein, including, without limitation, section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, as amended. The Respondent(s), when applicable, shall ensure that its employees, agents, volunteers and representatives receive training regarding the provision of the goods and services to person with disabilities. The Respondent(s) acknowledges that the Corporation of the Township of Ramara, in deciding to purchase goods or services through its procurement process, is required to consider the accessibility for persons with disabilities, when applicable and practical to do so.

8. HEALTH & SAFETY

All work performed under this contract must be carried out in accordance with the terms and conditions of the Ontario Occupational Health and Safety Act (OHSA), applicable Regulations, applicable standards, and other applicable legal requirements.

Unless otherwise stated, the successful Respondent, for the purposes of the OHSA, shall be designated as the 'Constructor' for this project. The constructor

has complete control of the work on behalf of the Township and is responsible for regulatory compliance and safe work procedures on the job site.

Any requirement for a Notice of Project to be submitted to the Ministry of Labour (MOL) is the sole responsibility of the constructor.

The Constructor further acknowledges and agrees that any breach or breaches of the OHSA, applicable Regulations, Standards, *Environmental Protection Act* (EPA), other legal requirements, and/or their own Health & Safety Policies and Procedures whether by the Constructor or any of its subcontractors may result in:

- The termination of the contract,
- The immediate removal of the Constructor and/or sub-contractor's equipment from the site,
- The forfeiture of all sums owing the constructor/or sub-contractor by the Township.

9. PRICING AND PAYMENT

Prices submitted on the attached proposal sheet(s) shall be net prices, in Canadian dollars, all costs must be included in the unit cost of the item (i.e. minimum order charge, shipping, administrative costs, etc). Freight on board (FOB) destination shall include duty, custom clearance, exchange and all other charges. The respondent's prices shall include the design, supply delivery and installation of the play equipment and resilient safety surfacing, and third party inspection "pass".

Harmonized Sales Tax (H.S.T.) is applicable and is shown on submission form.

10. SCHEDULE

- (A) Release of RFP: June 10, 2021
- (B) Submission of Proposal: July 6, 2021
- (C) Recommendation of Award: July 26, 2021
- (D) Commencement of Services: TBD
- (E) Project Completion: November 30, 2021

The Township reserves the right to alter the scheduling of items "C" to "E." Respondents are asked to designate one contact person to whom any additional information deemed to be relevant to the proposal may be communicated.

PART III – SPECIFICATIONS

1. SCOPE OF SERVICES

The Township of Ramara is seeking proposals from qualified play equipment manufacturers for the design, supply, and installation of IPEMA certified accessible play equipment at Lovely Day Park. This includes the removal of the

old playground, installation of rubberized safety surfacing and accessible access to make it accessible under the 2005 Accessibility act. Respondents will be expected to provide detailed layouts of all playground equipment and all details related to the preparation of play areas, and any other specific area requirements. Respondents will also be required to provide a third party play inspection pass in compliance with CAN/CSA/Z614-07.

2. SPECIFICATIONS

Respondents shall include a minimum of one (1) playground design, utilizing the area and size identified for the installation. Please note the play area shown on the attached drawing (Appendix E). Proposals should be designed to conform as closely as possible to the proposed size or smaller.

The Successful respondent may be requested by the Township to make minor revisions to the design (including but not limited to colour selection, certain proposed components and orientation) at no extra cost.

3. MANDATORY STANDARDS

- a. Play equipment manufacturing and installation must comply with CAN/CSA-Z614-97 – Children’s Playspaces and Equipment or latest revision. Proposals are to include layout design drawings of structures, showing all safety setbacks (fall zones, non-encroachment zones, etc), within proposed play area dimensions. Proposals that do not meet minimum safety requirements will be disqualified.
- b. All play equipment shall be IPEMA Certified. Respondents are to submit evidence of this certification in the form of the IPEMA-issued Certificate of Compliance, listing each proposed component.
- c. An independent safety inspection ‘PASS’ report shall be completed for the equipment and surfacing by a CPRA – Canadian Playground Certified Inspector certifying compliance with CAN/CSA-Z614-07.

4. SITE WORK

The successful respondent is responsible for the following items of site work:

- The coordination of all aspects of play equipment and safety surfacing supply and installation, including removal of old playground.
- The coordination to locate all underground services prior to the commencement of the project and provide a copy of all utility locates to the Manager of Infrastructure, in advance of commencing site works.
- The successful respondent shall notify the Manager of Infrastructure a minimum of Five (5) working days in advance of entering the work site to arrange to meet on-site to confirm removal and installation schedule, construction access routes and current site and access conditions, play area location and equipment orientation, etc. The installer is to point out and record any existing site damages prior to entering the site, so as to avoid any possible repair charges they are not responsible for.

- Any disruption to the park lands shall be the responsibility of the successful respondent and shall be repaired to the satisfaction of the Manager of Infrastructure and prior to the Township's acceptance of the site.
- It is the responsibility of the successful respondent to ensure that all components are completely installed and inspected to meet the standards of CAN/CZA-Z614-07 or latest revision and to the satisfaction of the Manager of Infrastructure prior to the Township's acceptance of the site.

5. SITE PROTECTION

Due care and attention shall be given to the project to ensure that the surrounding area is protected from damage and that residents are protected from hazards resulting from the activity of the work for this proposal.

6. CLEAN UP

The successful respondent shall ensure that during construction and upon project completion, the successful respondent is responsible for ensuring that all parkland and construction access points are clean and free from deleterious materials.

7. COMPLETION

7.1. FINAL INSPECTIONS

Prior to the acceptance of the play equipment by the Township, the successful respondent shall submit a detailed Safety Inspection which has been completed by an independent third party playground safety inspector. This inspection shall be coordinated and completed with the Manager of Infrastructure and Township staff as deemed necessary. There shall be no costs to the Township associated with the third party re-inspections. It is the successful respondent's responsibility to meet all items which prevent the approval of the third party play inspection. The play area shall be fenced until their party play inspection 'PASS' has been achieved and report supplied to the Township of Ramara, Manager of Infrastructure. Fencing is to be removed by the successful respondent upon "PASS" rating of third party play inspection.

7.2. FOLLOWING CONSTRUCTION COMPLETION

Supply a Maintenance Kit consisting of maintenance manual, touch up paint, fasteners and any necessary tools required by tamper proof fasteners, for each playground structure and a metric scale as-built drawing illustrating all equipment, required setbacks and non-encroachment zones. All facets of this work are to be under warranty for a minimum period of one (1) years after acceptance by the Township of Ramara. The warranty shall extend to the complete operation of systems, materials, workmanship including all restoration. The Respondent agrees to repair or replace any defects occurring within the warranty period, free of expense to the Township of Ramara.

8. PROPOSAL EVALUATION

Submissions will be evaluated based on respondents who have conformed with all aspects to the RFP and who are capable of performing the Contract requirements and the integrity and reliability, which will assure good faith performance.

The Township of Ramara shall consider each submission and after such consideration, shall have the right to do one or more of the following:

1. Require any/all of the respondents to attend individual interview(s)/presentation(s) to clarify their submission.
2. Develop a short list and conduct negotiations with all short listed respondents.
3. Examine/test products contained in the proposals.

8.1 Criteria

It is the intention of the Township of Ramara to provide the maximum, play benefit for the stated prescribed cost and not to award based upon bottom-line price. With this in mind, the objective of respondents should be to provide value to the intended user group by proposing the best playground and array of creative play elements with high play value for local residents.

Each proposal will be evaluated based on the following factors listed for compliance with RFP requirements.:

- a. **50%** - Best value for the Township
- b. **25%** - Demonstrated play value of the proposed equipment including accessible and inclusive design.
- c. **25%** - Maintenance warranty and service, including timely availability of parts for future repairs and retrofitting.

SUBMISSION FORMAT & CONTENTS

Respondents must complete the following information:

- I. Complete APPENDIX A - Respondent Information Form**
- II. Complete APPENDIX B – Proposal Pricing Form**
- III. Complete APPENDIX C – Respondent Ability and Experience Form**
- IV. Complete APPENDIX D – Declaration of Accessibility Compliance Form.**
- V. APPENDIX E – PLAYGROUND DESIGN**

Failure to complete the above may result in disqualification of the proposal submission.

APPENDIX A - RESPONDENT INFORMATION FORM

RESPONDENTS must complete this form and include with their submission. Please ensure all information is legible.

Company Name	
Contact Name	
Address (Including postal code)	
Office Phone #	
Toll Free#	
Cellular#	
Fax#	
E-Mail Address	
Website	
HST Account #	

I certify that all prices in SCHEDULE I constitute the Official Proposal Bid

NAME:

(PRINT)

AUTHORIZED SIGNATURE:

DATE:

APPENDIX B – PROPOSAL PRICING FORM

We, the undersigned, having carefully examined the site of the proposed work and the Specifications and Addenda for the Proposed Supply and Installation of Playground Equipment and Safety Surfacing at Lovely Day Park, and hereby agree to furnish all materials require in conformity with the said documents for the following sum of:

Lovely Day Park				
ITEM #	DESCRIPTION OF WORK	UNIT	UNIT PRICE	EXTENDED
1.0	Remove current playground structure. Design, supply and install play equipment, plus meeting requirements described in the body of the RFP document.	Lump Sum	\$ /l.s	\$
2.0	Supply and install safety surfacing	Lump Sum	\$ /l.s	\$
3.0	Install accessible access that would provide accessibility from parking area to playground	Unit Price	\$	\$
4.0	Provide "PASS" of third part inspection of completed play equipment, including 'drop' tests for CSA compliance.	Lump Sum	\$ /l.s	\$
			Subtotal	\$
			HST	\$
			Total	\$

APPENDIX C – ABILITY AND EXPERIENCE FORM

The Respondent shall provide below three (3) separate customers **other than the Township** having purchased a similar size and design of goods and/or services as specified herein for a previous three (3) year period from the issuance of this document.

REFERENCE #1	
Customer	
Contact Name & Phone Number	
Date of Purchase	
Description of Goods or Services Provided	
REFERENCE #2	
Customer	
Contact Name & Phone Number	
Date of Purchase	
Description of Goods or Services Provided	
REFERENCE #3	
Customer	
Contact Name & Phone Number	
Date of Purchase	
Description of Goods or Services Provided	

REFERENCE RELEASE FORM

I _____ (authorized signatory for the submitting firm) authorize the Township to contact the person and/or organization listed on the ABILITY & EXPERIENCE FORM, for the purpose of obtaining information relating to the Respondent

The Township reserves the right to call references if in its sole discretion finds a need to do so. The Township reserves the right to check other references other than listed herein.

APPENDIX D - DECLARATION OF ACCESSIBILITY COMPLIANCE FORM

Company Name: _____

Contact Name: _____

Title: _____

Date: _____

I acknowledge that I am required to comply with Section 6 of Ontario Regulation 429/07 (Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*). I confirm that my employees, agents, volunteers and representatives who are required to receive training under the Act have completed the required. I will provide to The Corporation of the Township of Ramara any further documentation that confirms this training upon its request.

I will indemnify the Corporation of the Township of Ramara from and against any costs, expenses, fines, penalties, damages or losses that may arise or may be incurred as a result of my failure to comply with these requirements.

I declare that I have read, understood and will meet all enacted accessibility standards as amended from time to time.

I further declare that if applicable I will undertake to ensure any sub-contractors hired by _____ (insert company name) for the completion of work contracted by the Township of Ramara will also comply with the above requirements.

Authorized Signature
I have authority to bind the corporation.

Date

APPENDIX E - PLAYGROUND DRAWING AREA

