



Request for Proposals RFP No. PRC 02-2020 Hither Green Park Nature Inspired Playground Project

Issue Date: December 17, 2020

Closing date and time:

Proposals must be received before 2:00 pm Pacific standard time on February 1, 2021. An electronic submission is allowed.

Submission address:

Proposals can be submitted to the Parks and Recreation Department in a sealed envelope marked RFP No. PRC 02- 2020 Hither Green Park Playground Development addressed to:

**Rick Daykin, Manager, Parks & Facilities
Corporation of the Township of
Esquimalt 1151 Esquimalt Road.
Victoria, BC V9A 3N6**

OR

submitted electronically by email to:

**Rick Daykin, Manager, Parks & Facilities
rick.daykin@esquimalt.ca**

Proposal results:

Proposals will not be opened publicly. Results will be communicated to all bidders.

Addenda: It is solely the responsibility of the bidder to ensure that it has obtained, prior to the closing date and time, any addenda issued by the Township of Esquimalt. Addenda will be posted on Esquimalt's website.

Contact person: All inquiries related to this Request for Proposal are to be directed, in writing, to the following person. Information obtained from any other source is not official and should not be relied upon:

Rick Daykin, Manager, Parks & Facilities
Email: rick.daykin@esquimalt.ca

Esquimalt Parks &
Recreation
1151 Esquimalt Road
Esquimalt, B.C. V9A 3N6
www.esquimalt.ca

TABLE OF CONTENTS

	<u>Page</u>
1.0 PROJECT OVERVIEW.....	3
2.0 PROJECT SCOPE AND DELIVERABLES.....	3
3.0 SCHEDULE.....	4
4.0 SELECTION PROCESS AND AWARD.....	5
5.0 GENERAL INSTRUCTIONS.....	5
 APPENDIX	
A References	13
B Hither Green Park Site Plan	14

Hither Green Park Nature Inspired Playground Project

1.0 Project Overview

The Township of Esquimalt is seeking proposals from qualified playground suppliers interested in providing premium nature inspired playground equipment, timber borders and engineered wood fiber surfacing for Hither Green Park, located at 1030 Bewdley, in the Township of Esquimalt.

The Township intends to enter into a contract with a qualified and responsible firm for the design, supply and installation of nature inspired play equipment, borders and surfacing and the removal & disposal of old play equipment, borders and surfacing.

Any firm (hereinafter “Contractor” or “Vendor”) desiring to be considered to provide such proposed services shall submit proposals in accordance with the instructions and format of the attached Request For Proposals (RFP) documents.

2.0 Project Scope and Deliverables

Proponents are required to submit detailed information on the requirements herein. This information will help with the evaluation process.

Submit up to 2 different nature inspired playground designs as part of this Request For Proposal. Minimum size of the coloured print designs must be 11” X 17”.

The playground equipment for this park must establish high quality standard playground equipment that is nature inspired. A natural playground is a play environment that consists of elements and textures from the earth such as trees, logs, tree stumps, boulders, and plants instead of a traditional steel playground structure. These natural landscapes lend themselves to providing opportunities for children to play, explore, imagine, and be challenged by the natural elements. The play equipment must meet or exceed the current CSA play structure standards (CAN/CSA– Z614) and provide innovative and exciting play opportunities for a range of preschool to school age children (ages 2 – 5 (tots) and 5-12 years).

Equipment should be composed of materials that are fire and vandal-resistant and components and parts that can be easily replaced.

Supply and install engineered wood fiber surfacing to a depth of twelve (12) inches .

Supply and install a stacked 6x6 timber border system to retain the wood fiber surfacing at a depth of 12 inches

The playground area is approximately 34m in length x 7m wide

The successful Proponent is responsible for the provision of an On-Site Supervisor for the duration of the playground installation period for the playground.

Work includes the required excavation and construction work associated with the installation of the equipment borders and surfacing.

The successful Proponent is responsible for the installation of construction fencing and construction signage in advance of any work to protect the public from entering the site.

The successful proponent will be responsible for BC 1 underground utility checks

The Proponent will be responsible for all materials, equipment, and labour costs associated with the design, preparation and installation of the playground equipment, borders and fall protection surfacing.

All equipment must be produced with products that meet, or exceed, national and international guidelines and standards for safety and quality.

Pricing shall be held for 90 days after the closing date of this RFP. A developer plans to install underground utilities through this park and work cannot commence until the utilities are fully installed. If this work is not complete before the playground installation begins, a second request to hold pricing for an additional 90 days will be sought.

PROJECT BUDGET

The total available budget for the works described above is \$175,000 (including freight charges and all applicable taxes).

3.0 Schedule

Proposals: received before 2:00 pm Pacific standard time on February 1, 2021.

Public Evaluation/Engagement Process: February 2021

Contract Award: March 2021

Project Completion: October 1 2021

4.0 Selection Process and Award

Request for Proposals is a method of procurement permitting discussions with responsible Contractors and revisions to proposals prior to award of a contract. The Evaluation Committee may conduct discussions with any Contractor who submits an acceptable or potentially acceptable proposal. Contractors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Evaluation Committee shall not disclose any information derived from one proposal to any other Contractor.

The Township of Esquimalt's intent is to enter into a contract with the Proponent who has the highest overall scoring results from the evaluation process.

Design proposals will be voted on by the general public and evaluated by an Evaluation Committee. The Evaluation Committee shall have sole power and discretion to determine the qualifications, responsibility and capabilities of Contractors, the reasonableness of price, and other factors. Any decision in this respect shall be binding. Proposals will be evaluated in a closed session.

The following criteria will be used by staff to evaluate the proposals received.

1.	Match to Program Objectives & Project Scope	10 points
2.	Quality of Equipment proposed	20 points
3.	Innovation and Play Opportunities	30 points
4.	Capital Purchase Price	40 points

The Township reserves the right to reject any or all proposals, and to request written clarification of proposals and supporting materials.

Interviews may be conducted with one of more responsible entities that have submitted proposals in order to clarify certain elements, if such information cannot be satisfactorily obtained over the telephone or via e-mail.

5.0 General Instructions

5.1 A Proposal will not be considered if it is deemed to be incomplete in any fashion or unsigned by the appropriate authority.

5.2 Any Proposal received after the hour and date specified will not be considered and will be returned unopened.

5.3 Telephoned, and faxed Proposals will not be accepted.

5.4 Modification of a Proposal after RFP closing date will result in non-acceptance of the proposal.

5.5 It is the responsibility of the Proponent to thoroughly examine these documents and satisfy itself as to the full requirements of this RFP.

5.6 While the Township has used considerable effort to ensure an accurate representation of information in this RFP, the information contained herein is supplied solely as a guideline for Proponents. The information is not guaranteed to be accurate, nor is it necessarily comprehensive or exhaustive. The Township will assume no responsibility for any oral information or suggestion(s).

5.7 Proponents are solely responsible for their own expenses in preparing a response and for subsequent negotiations, if any. If The Township elects to reject all responses, The Township will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the response, loss of any anticipated profit in connection with any final contract, or any other matter whatsoever.

5.8 All documents, reports, proposal submissions, working papers or other materials submitted to The Township shall become the sole and exclusive property of The Township and as such, are subject to Freedom of Information Legislation. To request documentation confidentiality, proponents must submit a covering letter, with their proposal, detailing the specifics of their request.

5.9 Except as expressly and specifically permitted in these General Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

5.10 The Proponent warrants that the Proponent is not employed by The Township, nor is an immediate relative of such an employee, if the goods or services to be supplied under this Proposal are intended to be supplied to the department in which such employee works.

5.11 If the Proponent is a company, the Proponent warrants that none of its officers, directors or employees with authority to bind the company is an immediate relative of employees of The Township, if the goods or services to be

supplied under this proposal are intended to be supplied to the department in which such employee works.

In this section “Immediate Relative” means a spouse, parent, child, brother, sister, brother-in-law, or sister-in-law or a municipal employee.

5.12 If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councillor, officer or employee of The Township with respect to the Proposal, whether before or after the submission of the Proposal, The Township shall be entitled to reject or not accept the Proposal.

5.13 The key personnel named in the Proponents RFP response, shall remain in these key positions throughout the project. In the event that key personnel leave the firm, or for any unknown reason are unable to continue fulfilling their role, the Proponent must propose a suitable replacement, and obtain written consent from The Township. Acceptance of the proposed replacement is at the sole discretion of The Township.

5.14 Any and all addendums to this RFP opportunity will be forwarded to all prospective Proponents. It is the sole responsibility of participants to ensure they have provided accurate contact information to receive all addendums prior to RFP closing.

5.15 Proponents responding to this competitive process agree to the terms and conditions of the Proposal opportunity as issued by The Township. Submissions shall not contain any alterations to the posted document other than entering data in the spaces provided or including attachments as necessary. Participants who alter the document as issued may be disqualified from this competition.

5.16 The successful proponent must possess an inter-municipal or non-resident business licence and will be required to provide evidence of same.

5.17 The Proponent must be registered and remain in good standing, throughout the terms of this contract with the WorkSafe BC and will be required to provide evidence of same.

5.18 RELEASE AND INDEMNIFICATION

- i) The Contractor hereby releases the Township, its officers, employees, agents and assigns from all costs, losses, damages and disbursements including, but not limited to, those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Contractor, its officers, servants, agents and sub-contractors in connection with their performance of the Services under this Agreement except to the extent such loss arises directly out of the negligence of the Township.
- ii) The Contractor shall take all precautions reasonably necessary to ensure the safety of the Contractor's personnel and all persons employed, contracted or sub-contracted by the Contractor to perform the Services.
- iii) The Contractor shall be responsible for any applicable WorkSafe BC assessments relating to any work under this Agreement. The Contractor must remain in good standing with WorkSafe BC and comply with all Workers' Compensation Board legislation in the Province of British Columbia.
- iv) The Contractor hereby agrees to indemnify and save harmless the Township from and against all costs, losses and damages (including, but not limited to, any and all third party claims, economic loss, damage to property, injuries and death) arising from any errors, omissions or negligent acts of the Contractor, its officers, servants, agents and sub-contractors in the performance of the Services under the Agreement.
- v) The Contractor's release and indemnification provisions herein shall survive the expiration or termination of the Term of this Agreement.

5.19 INSURANCE

- i) The Company shall obtain, and maintain at all times, insurance in the following manner and amounts:
 - a) Comprehensive general liability providing coverage for a minimum of \$5,000,000 per occurrence, against liability for bodily injury or death and/or damage to property on an all-risk basis. The Township of Esquimalt shall be listed as an "Additional Insured" under this Policy;
 - b) Motor vehicle insurance for public liability providing for a minimum of \$2,000,000 covering use or operation of all motor vehicles and trailers owned, leased, hired or controlled

by the Company and used or operated in the performance of the contract;

- ii) If the Contractor hires a sub-contractor to perform any work related to the Services, the Contractor shall, in turn, cause such sub-contractor to obtain Commercial General Liability insurance on the same terms as outlined in 5.19 (i) above. Such insurance shall name the Township as an additional insured and shall include coverage for all operations required for the Contractor's work under this Agreement, including, but not limited to, excavation, blasting, shoring, underpinning and pile driving.
- iii) The foregoing insurance requirements shall not in any way reduce the Contractor's obligations to release and indemnify the Township as outlined in Clause 5.18 "Release and Indemnification".
- iv) Such policy shall include:
 - a) The Township and its officers, employees, officials, agents, representatives and volunteers as Additional Insured
 - b) Cross liability and a waiver of subrogation or recourse against The Township
 - c) Thirty (30) days prior written notice of cancellation or reduction in coverage in favour of The Township, to be delivered by registered mail to the attention of Ian Irvine (Risk Manager) at the Esquimalt Municipal Hall, 1229 Esquimalt Rd.
 - d) The Proponent shall be responsible for any deductibles or reimbursement clauses within the policy.
 - e) The Proponent shall provide The Township with a Certificate of Insurance prior to the commencement of the Proponent programs and within two weeks of the expiry date of the policy to evidence renewal of the policy and continuous coverage.
The Township shall be under no obligation to verify that the coverage outlined is adequate for the needs of the Proponent.
 - f) All Proposals shall be irrevocable to remain open for acceptance for at least (60) sixty days after closing time, whether or not another Proposal has been accepted.

5.20 COMPLIANCE WITH LAWS AND RESOLUTION OF DISPUTES

The Contractor shall comply with all applicable federal, provincial, municipal and regulatory laws, statutes, regulations, or bylaws. This Agreement and all disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it shall be governed by the laws of the Province of British Columbia.

5.21 WORKERS' COMPENSATION BOARD

- i) The Contractor shall be deemed to be the Prime Contractor within the meaning of the Part 3 Division 3, Section 118 (1) of the Workers' Compensation Act [RSBC 1996] Chapter 492. The Contractor shall have a written safety program in place that meets the requirements of Part 3 of the Workers' Compensation Act and Part 3 of the WCB OHS Regulation.
- ii) The Contractor's attention is drawn to Part 20 of the WCB OHS Regulation. Prior to commencing construction work, the Contractor shall furnish the Workers' Compensation Board with the written notice of project as required by the above-mentioned regulations with a copy to the Township. The notice shall state that the Contractor is the Prime Contractor.
- iii) The Contractor shall ensure that all Workers' Compensation Board safety rules and regulations are observed during the performance of this contract, not only by the Contractor but also by all sub-contractors, workers, material suppliers and others engaged in performance of this contract.
- iv) In addition, the Contractor is to complete a copy of the Form 30M33, issued by the Workers' Compensation Board relating to the operation of equipment or work being done in proximity to overhead power lines.
- v) Photocopies of the notice and the completed 30M33 form are to be delivered to the Township.
- vi) The Contractor shall indemnify the Township and hold the Township harmless from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person employed on the work by the Contractor, by its sub-contractors or by any other person doing or contracting to do all or any part of the work of this contract or arising out of or in any way related to a failure to observe safety rules, regulation and

practices of the Workers' Compensation Board, including any penalties levied by the Workers' Compensation Board.

5.22 BEST OFFER

- i) The Township will notify the successful Proponent that its Proposal has been selected as the Best Offer.
- ii) A contract is formed only when the owner issues a purchase order to the selected Proponent who has submitted the Best Offer.

5.23 OWNERSHIP OF MATERIALS AND COPYRIGHT

- i) Any drawings, audio-visual materials, plans, models, designs, specifications, software, reports and other similar documents or products produced by the Contractor for the benefit of the Township as a result of the provision of the Services (the "Material") may be used by the Township in any manner that the Township deems necessary.
- ii) All materials shall be transferred and delivered by the Contractor to the Township without further compensation forthwith following the expiration or sooner termination of the Agreement, provided that the Township may, at any time or times prior to the expiration or sooner termination of this Agreement, give written notice to the Contractor request in delivery by the Contractor to the Township of all or any part of the materials in which event the Contractor shall forthwith comply with such request. Unless otherwise directed by the Township, all materials created electronically must be provided in an electronic format acceptable to the Township.
- iii) The Contractor hereby transfers ownership in and to the Materials and assigns to the Township and patent or copyright in the Materials. The Contractor agrees that title to the Materials is to be considered to have been transferred, and any copyright in the Materials is to be considered to have been assigned by the Contractor to the Township upon its creation.
- iv) The Contractor hereby irrevocably waives, in favour of the Township, the Contractor's moral right in respect to the Materials.

The Contractor shall obtain in writing, from any other source used, all required approvals, assignments, waivers, including waivers of moral rights, releases of interest and acknowledgments necessary to transfer ownership to and patent or copyright in the Materials to the Township.

- v) The Contractor hereby represents and warrants that any portion of the Materials produced by the Contractor shall not infringe any patent or copyright of any other industrial or intellectual property rights including trade secrets.

APPENDIX A

References

All bidders shall supply 3 (three) names, addresses, telephone numbers and names of municipalities to contact as performance references or current accounts.

Municipality Name: _____
Address: _____
City: _____
Telephone Number: _____
Person to Contact: _____

Municipality Name: _____
Address: _____
City: _____
Telephone Number: _____
Person to Contact: _____

Municipality Name: _____
Address: _____
City: _____
Telephone Number: _____
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