

RFP – Play structure for Memorial Park upgrade.



Request for Proposal

Play Structure Replacement

Issue Date: October 13, 2020

Closing Location:

Nor-Val Arena
3351 park drive, Armstrong, BC, V0E 1B0

Closing Date and Time:

Proposals shall be received by email to the General Manager prior to:
4:00 pm, November 6, 2020

Inquiries and Clarification:

Any questions should be directed in writing no later than, 4:00 pm, October 26, 2020 to:

Lars Larsen General Manager
Phone: 250-546-9456 (ext. 203)
Email: llarsen@icesports.com

Inquiries and answers will be recorded and posted no later than 4:00 pm, October 28, 2020 on parks and Recreation website www.asprd.com and BC Bid Website.

Proponents are solely responsible for ensuring that they have all the information available on this RFP, and should therefore check the ASPRD website regularly up to the closing date and time of this RFP.

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1. INTRODUCTION

1.1 Purpose and Intent

The intent of this Request for Proposal (“RFP”) is to establish an agreement with a qualified contractor to supply a new play structure as specified herein.

If awarded, the term is a one (1) time installment commencing in 2020.

1.2 Definitions

Throughout this Request for Proposals, the following definitions apply:

“**Commission**” means the Armstrong/Spallumcheen Parks and Recreation Commission.

“**Contract**” means the written Agreement from this Request for Proposals executed by ASPRD and the successful Proponent;

“**shall**” or “**mandatory**” means a requirement that shall be met in order for a Proposal to receive consideration;

“**Proponent**” means a playground service provider that submits, or intends to submit, a Proposal in response to this Request for Proposals;

“**Proposal**” means this Proponent’s response to this RFP; and

“**RFP**” means the Request for Proposals document.

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2. GENERAL TERMS & CONDITIONS

2.1 SCOPE

Contractor agrees to furnish all labor, equipment, material and services necessary for complete performance of the work contracted for except as otherwise provided for on the face of the Purchase Order.

2.2 PAYMENT

Payment shall be based on the Parks and Receptions funds (forming part of the Proposal form). Any discrepancies or new additions must be submitted by the Contractor for review by the General manager

Upon completion of the works, the Contractor shall submit an invoice specifying payment items as outlined in Proposal Form - #. (where # references the year)

2.3 INDEPENDENT CONTRACTOR

Contractor is an independent Contractor and all persons employed by Contractor to perform its obligations shall be the employees or servants of the Contractor and not of the Commission.

2.4 TERMINATION

The Commission may, in its absolute discretion, stop the Work and terminate this Contract at any time.

2.5 ASSIGNMENT

Contractor agrees not to sub-contract, assign or transfer this agreement, in whole or in part without the prior written consent of the Commission.

2.6 SAFETY

Contractor agrees, while on the Commission's premises, to observe such safety rules or training requirements as the Commission shall prescribe as necessary for the protection of the Commission and Contractor personnel and property and as are necessary to comply with all laws, ordinances and regulations applicable in the jurisdiction of the place of the Work, and to limit smoking and the use of fire to such locations and occasions as are designated by a representative of the Commission.

2.7 APPLICABLE LAW

The Contractor shall in all respects be governed by and construed in accordance with the laws of the Province of British Columbia.

2.8 INDEMINIFICATION

Contractor shall indemnify and hold the Commission harmless from and against any and all experiences, actions, causes of action, damages, claims and demands arising out of, or in any way connected with the performance of this Contract.

2.9 LIENS

Contractor shall take all necessary and proper steps to ensure that no claims for lien will be filed against the Work or the property of the Commission. Contractor agrees that it will at its own expense cause any such lien or claim to be released and discharged.

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2.10 INSURANCE & BUSINESS LICENCE

Contractor shall maintain WorkSafe BC coverage (WCB) in compliance with the laws of the Province of British Columbia, a valid Commission of Armstrong business license (if any work is completed within Commission boundaries) and insurance in types and amounts as defined on the attachment entitled Insurance Requirements. Prior to commencing any Work the Contractor shall forward proof of such requirements to Attn: General Manager Armstrong Spallumcheen Parks and Recreation Commission – phone 250-546-9456 ext. 203 or email: llarsen@icesports.com

2.11 LOCAL CONDITIONS

The Contractor shall by personal inspection, examination, calculations or tests, or by any other means, satisfy himself with respect to the local conditions to be encountered and practicability of the work and of the methods of procedure. No verbal agreements or conversation with any officer, agent or employee of the Commission, either before or after the execution of the bid document, shall effect or modify any of the terms or obligations herein contained.

2.12 FREEDOM OF INFORMATION & PROTECTION ACT

Contractor acknowledges that the Armstrong Spallumcheen Parks and Recreation Commission is subject to the Freedom of Information and Protection of Privacy Act (British Columbia) and that this contract (including its schedules) and any records provided to the Armstrong Spallumcheen Parks and Recreation Commission may be subject to public disclosure under that Act.

3. STIPULATED TERMS & CONDITIONS

3.1 Intent to Submit

It is recommended that Proponents complete and return the Intent to Submit **[Appendix B]** if they are planning on submitting a Proposal. Any posted addenda will be emailed directly to proponents who have submitted the Intent to Submit.

3.2 Mandatory Requirements

The Commission has requirements that are deemed as Mandatory when submitting a Proposal to this RFP. These Mandatory requirements are identified below. Failure to comply with these Mandatory requirements may result in disqualification of the Proposal.

Mandatory Requirement	Proponent's Check List
Proposals shall be received prior to 4:00 pm on November 6 ,2020 the ("closing date and time").	<input type="checkbox"/> Yes <input type="checkbox"/> No
[Appendix A] Form of Proposal shall be signed by an authorized signatory in a position to legally bind the Proponent to statements made in response to this Request for Proposals.	<input type="checkbox"/> Yes <input type="checkbox"/> No

3.3 Proposal Closing Date and Delivery Instructions

It is the sole responsibility of the Proponent to submit their Proposal to the Commission prior the closing time of 4:00 pm, November 6, 2020. Proposals received after the closing time will not be considered. Proposals may be delivered by one of the following (2) methods:

By hand/courier delivery: Proponents should submit one (1) original hard copy. The Proposal should be enclosed and sealed in an envelope/package clearly marked: "RFP – Memorial park playground upgrade

- " and delivered and addressed to the General Manager, Armstrong/Spallumcheen Parks and Recreation Commission, 3351 Park Drive, Armstrong, BC, V0E 1B0.
- **By Email:** llarsen@icesports.com

ASPRD will not be liable for any delay of delivery for any reason including technological delays, spam filters, firewalls, job queue, file size limitations, etc.

Late Proposals will not be considered. It is the Proponent's sole responsibility to ensure they allow themselves enough time to submit their Proposal.

3.4 Signature

In order for a Proposal to be entitled for consideration, a person authorized to sign on behalf of the Proponent, and to bind the Proponent to statements made in response to this Request for Proposal shall sign the Form of Proposal **[Appendix A]**.

3.5 Inquiries and Clarification

Any questions or clarifications related to this RFP shall be directed in writing no later than 4:00 pm, October 26, 2020 to:

Lars Larsen; General Manager
Email: llarsen@icesports.com

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To ensure consistency and quality of information, answers to questions relevant to the interpretation of this RFP will be issued as an addendum and will be posted on the ASPRD website: www.asprd.com distributed to Proponents who have submitted the Intent to Bid form [Appendix B]. The decision to issue or not issue an addendum is entirely at the sole discretion of the Commission.

Proponent(s) should monitor the website regularly to ensure that it has the most updated information and any addenda issued. All addenda will be posted by no later than 4:00 pm October 28, 2020.

Proponents finding discrepancies or omissions in the RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the Commission's contact person as identified above.

3.6 Addenda

Each addendum will be incorporated into and become part of the RFP Document. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the Commission.

3.7 Examination of Documents

Proponents will be deemed to have carefully examined the RFP, including all attached Appendices prior to preparing and submitting a Proposal with respect to any and all facts, which may influence a Proposal submission.

3.8 Proponent Costs of Proposal

ASPRD shall not be liable for any costs incurred in responding to any ASPRD RFP, including the costs of Proposal preparation relating to the RFP and quoting process.

3.9 Error in Proposal

No Proposal shall be altered, amended, or withdrawn after the closing date and time of the RFP. Negligence on the part of the Proponent in preparing the Proposal confers no right for withdrawal of the Proposal after it has been opened.

While ASPRD has made considerable efforts to ensure an accurate representation of information in each respective RFP, the information contained in the RFP is supplied solely as a guideline for the Proponent and is not necessarily comprehensive or exhaustive. Nothing in a ASPRD RFP is intended to relieve the Proponent from forming their own opinions and conclusions in respect of the matters addressed in the RFP.

3.10 Withdrawal of Proposals

The Proponent may withdraw their Proposal at any time prior to the closing time by submitting a written withdrawal letter to ASPRD General Manager as identified in Section 3.5 and the Proposal will be returned.

3.11 No Armstrong Spallumcheen Parks and Recreation Commission Obligation

This RFP is not intended to create a legally binding bidding process. No legal obligation for the procurement of services will be established until ASPRD selects a suitable Proponent and a written contract has been executed. ASPRD is not bound to enter into a Contract with any Proponent.

3.12 Right to Cancel the RFP Process

ASPRD reserves the right in its sole discretion to postpone or cancel this RFP process at any time if:

- Only one Proposal is received.
- A suitable Proponent has not been selected.
- Approval is not granted by Parks and Recreation Commission
- Contract execution requirements have not been completed within a reasonable time as solely determined by ASPRD

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And, upon cancellation of the RFP ASPRD may in its discretion, elicit offers from other parties (whether such parties have responded to this RFP).

3.13 Irrevocability of Proposals

At the appointed closing time, all Proposals become irrevocable. By submission of a Proposal, the Proponent agrees that should its Proposal be selected, the Proponent will enter into a Contract with ASPRD. Proposals shall be irrevocable and shall remain open for acceptance by ASPRD for at least sixty (60) calendar days after the RFP “closing date and time”. ASPRD may elect to extend the Proposal validity duration beyond (60) calendar days with written notice to the Proponents.

3.14 Ownership of Proposals

All Proposals submitted, other than any Proposals withdrawn prior to the opening of Proposals or any late Proposals, become the property of the ASPRD and will not be returned to Proponents.

3.15 Form of Contract

The Contract between the successful Proponent and ASPRD shall be in the form outlined by the Commission.

3.16 Opening of Proposals

Proposals will not be opened in public.

3.17 Municipal Policies

In response to changing environmental practices along with regulations and legislation adopted or enacted by the Regional District of North Okanagan or the Government of British Columbia or the Government of Canada, ASPRD shall have the right from time to time to unilaterally amend the provisions of Appendix "C" hereto and upon receipt of notice of such amendments, the Contractor shall thereafter complete the service in accordance with Schedule "C" as amended.

ASPRD has a unilateral right to amend the provisions of Schedule "C" which shall include the right to increase or decrease the type of work required.

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4. SCOPE OF WORK

4.1 Required Services

The successful Proponent will need to adhere to the scope and frequency of work outlined in the Operating Specifications [APPENDIX C]. The successful Proponent will need to supply their own equipment to provide the required materials.

Any work completed in a manner not acceptable to the General Manager will be redone at no expense to ASPRD.

The Contractor and its employees shall, at all times, exercise good public relations in the performance of duties outlined in this contract.

4.2 Form of Proposal [APPENDIX A]

The Proposal & Reference Submission Form shall be signed by an authorized signatory in a position to legally bind the Proponent to statements made in response to this RFP. Price Proposals shall be provided on the Form of Proposal provided and should exclude GST. At least three customer references shall be provided.

4.3 Intent to Bid [APPENDIX B]

The Intent to Bid form should be submitted if the Proponent wishes to receive direct notification of any addenda information and the Commission's responses to any inquiries received in accordance with the provisions of this RFP.

5. Evaluation Criteria

Proposals received by the "closing time" will be screened for compliance with the mandatory requirements as stated in Section 3.2 (Mandatory Requirements) of this RFP. At its sole discretion, ASPRD reserves the right to determine compliance. Non-compliant Proposals will be rejected. After a Proposal has passed the Mandatory Requirements, the Proposal will be evaluated based on price.

After a Proposal has passed the Mandatory Requirements, the following factors may be taken into consideration when making the purchasing decision and assessing best buy:

1. 15 % Project understanding.
2. 15 % Experience.
3. 25 % Methodology and Deliverables.
4. 10 % Innovative ideas.
5. 35 % Fee Proposal.

Any award of a Contract will be subject to satisfactory references checks in the sole opinion of ASPRD. ASPRD will not enter into any Contract with any Proponent whose references are found to be unsatisfactory.

APPENDIX A: Form of Proposal

In order to be entitled to consideration, a person authorized to sign on behalf of the Proponent, and to bind the Proponent to statements made in response to this Request for Proposals, shall complete and sign **[Appendix A]** Form of Proposal.

Through submission of this Proposal we agree to all of the terms and conditions of the Request for Proposals and agree that any inconsistent provisions in our Proposal will be as if not written and do not exist. We have carefully read and examined the Request for Proposal document including all appendices and have conducted such other investigations as were prudent and reasonable in preparing the Proposal. We agree to be bound by statements and representations made in our Proposal.

I/We hereby offer to provide the noted services to the Armstrong Spallumcheen Parks and Recreation Commission upon the terms and conditions set out and/or referred to herein, and including any addenda acknowledge as received. In submitting a Proposal, the Proponent acknowledges and agrees that it has read, understood and agreed to all terms and conditions described in this Request for Proposal document including all appendices.

Legal Name of Proponent (and doing business as name, if applicable). (Print or type)	
Address:	
Name of Authorized Representative (Print or type)	
Title:	
Telephone:	
E-Mail:	
Signature of Authorized Representative:	
Date:	

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APPENDIX A: Form of Proposal (Continued)

Proposed Price:

2020 Price for Memorial park playground upgrade as specified in Appendix C Price \$_____

Customer References:

ORGANIZATION NAME	CONTACT PERSON	ADDRESS	PHONE

APPENDIX B: Intent to Bid



Request for Proposals

Play Structure Upgrade

Please complete this form and return it by email to:

Armstrong Spallumcheen Parks and Recreation Commission
PO box 88
Armstrong, BC V0E 1B0
Telephone: 250-546-9456 (ext. 203)

llarsen@icesports.com

Failure to return this form may result in no further communication regarding this Request for Proposal.

Company Name: _____
Address: _____

Contact: _____
Telephone: _____
Fax: _____
Email: _____

I have received a copy of the above noted Request for Proposal.

- Yes, I will be responding to this Request for Proposal.
 No, I will not be responding to this Request for Proposal.

I understand that if I do not submit a response, this will not affect our Company's status as a potential supplier or service provider in the future. I also understand that if I do not return this form our company may not receive any further notices with regard to this Request for Proposal

Signature _____

Title _____

Date _____

APPENDIX C –Specifications

General

1. Contractor will be responsible for supplying and delivering the play structure and oversee installation with the local installer. Conform to all safety specifications related to federal and provincial standards.
2. Contractor will follow defined outline of existing playground (total area 17.4m x 17.8m) (tot play structure not bigger than 8m x 7m including protective zone) and (main play structure not bigger than 15m x12m including protective zone.)
3. Provide playground equipment that will be used by ages 18 months – 12 yrs. old.
4. Allow purchase of structures in 2020 and possibly deliver to site in the early spring of 2021 with secured pricing for 2020.
5. Source and deliver Engineered Woodfibre footing.
6. Include 2 spring rider motion toys, 1 sensory panel and 1 stand alone spinner toy in proposal.
7. Must include a minimum of 4 slides on main structure and minimum of 1 slide on tot play structure
8. Must include some sort of obstacle course / climbing wall that is attached to main structure.
9. Allow for custom colors on individual playground pieces.