

## **REQUEST FOR PROPOSALS (RFP)**

**Date: September 13, 2017**

**To: Open Invitation to Professional Playground Specialists**

**From: Town of Deep River Recreation Department**

**Re: Professional Design Services for Deep River Unity Playground (Accessible) Playground**

### **I. GENERAL INFORMATION & SCHEDULE**

This Request for Proposals (RFP) invites responses from qualified, experienced professional playground contractors to develop a universally accessible Accessibility for Ontarians with Disabilities Act (AODA) compliant playground design at Deep River Unity Park. This new playground will replace and expand the existing playground at 1 Ridge Road, one of the Town of Deep River's anchoring park facilities.

Questions concerning this RFP must be made via email per the schedule outlined below. Responses to all submitted questions will be posted on the Town of Deep River's website at [www.deepriver.ca](http://www.deepriver.ca)

Issue Date: September 13, 2017

Mandatory Site Visit: Monday, September 25, 2017

Questions Due: Monday, October 2, 2017

Submissions Due: Tuesday, October 10, 2017

Inquiries/submissions to: Christine Armstrong - Recreation Program Coordinator  
The Corporation of the Town of Deep River  
100 Deep River Rd, P.O. Box 400, Deep River, Ontario  
[carmstrong@deepriver.ca](mailto:carmstrong@deepriver.ca)  
(613) 584-2000 x 103

## **PROJECT DESCRIPTION**

The purpose of this project is to construct a universally accessible (UA) playground at 1 Ridge Rd which is a neighbored park located near our downtown core. Playground equipment in this location is intended primarily for the adjacent residential community and the Community School, which is accessible within walking distance. The neighbourhood is made up of both young families and elderly households who also want to utilize the playground with their grandchildren. The proposed playground will replace an existing, outdated, wooden playground. The new playground design will be 'barrier free' and feature areas of play offering unique play features, musical components, an outdoor class room, accessible rest areas with rehabilitation equipment, nature-based equipment, and garden/landscape experiences for both children, adults and seniors. The Town of Deep River will remove the existing equipment.

The term "universally accessible (UA) playground" is often used to describe a playground that offers caregivers and their children full use of all areas, regardless of ability. Deep River has limited access to play facilities that are universally accessible to children, adults, and families. A regional UA playground will represent and support the diversity of our community, providing a platform for people to engage socially, physically, creatively and playfully. Everyone deserves the right to access our public parks and playgrounds with equal opportunity. The construction of a UA playground will increase the access thereby making our community stronger. The UA playground design should incorporate the principles of universal design, defined as the design of products and environments to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design.

### **The UA principles are:**

#### **1. Equitable Use**

The design is useful and marketable to people with diverse abilities.

#### **2. Flexibility in Use**

The design accommodates a wide range of individual preferences and abilities.

#### **3. Simple and Intuitive Use**

Use of the design is easy to understand, regardless of the user's experience, knowledge, language skills, or current concentration level.

#### **4. Perceptible Information**

The design communicates necessary information effectively to the user, regardless of ambient conditions or the user's sensory abilities.

## 5. Tolerance for Error

The design minimizes hazards and the adverse consequences of accidental or unintended actions.

## 6. Low Physical Effort

The design can be used efficiently and comfortably with a minimum of fatigue.

## 7. Size and Space for Approach and Use

Appropriate size and space is provided for approach, reach, manipulation, and use regardless of user's body size, posture, or mobility.

Conceptually, components in the areas of play may include a music garden, quiet space, accessible stage, raised sand bed, early childhood area, accessible junior and senior play structure with natural components and dramatic play, adult recreation & rehabilitation, large-scale slide built into land (if the opportunity exists), gardening opportunities for all, all accessible swings, and accessible pathways. Conceptually and physically, these areas will be connected by natural, accessible landscape to the extent possible.

The Town of Deep River's preference is to construct the new playground over one season as a single-phased project.

All existing trees and walkways need to be considered in proposal. All proposals must clearly indicate how any removals and or addition for all trees or walkways will be handled. Exempt from the scope of work is the pathway starting at the lower parking lot leading to the park space.

All disturbed turf areas around the project area will be required to be fully restored. Where grass has been damaged or removed restoration must be completed using basic sod.

Within the base area, 80mm of clear granular stone is recommended to be covered by landscape filter fabric to form the drainage base for the protective playground surface. Details of sub-grade treatment must be outlined in all bid submissions. The area allocated for play equipment is currently flat with sandy loam soil conditions. There are no known obstructions for normal digging conditions. **The installer will be responsible for obtaining the appropriate Utility Locates before digging may commence.**

The area for the proposed playground site, represented above, is approximately 70'x90', or 6300 SF.

This project must be in compliance with the National Standard of Canada Children's Play spaces and the AODA.

In addition, this project will realize strategic action items within the Corporation of the Town of Deep River's Strategic Priorities, available at <http://www.deepriver.ca/projects-strategic-plan/>

The available budget for this project is \$139,200.00 (HST included) and includes contingency

### **General Requirements**

The following should be considered as minimum standards in proposing play structures. Alternatives may be considered where it is believed such alternatives exceed function and durability of specific materials. Onus will be on the supplier to demonstrate superiority of alternative materials/methods presented.

### **Handicapped Accessibility**

All proposals shall provide a high degree of handicapped accessibility. To this end, alternatives could be ramps, transfer point, oversized decks or accessories accessible to those with limited mobility. In addition, special resilient surfaces to allow handicapped accessibility may be required at all or part of the structure as recommended by the contractor. The contractor will be responsible for installation of specialized surfaces recommended to enhance handicapped accessibility in addition to or as a substitute for the wood fibre base material specified normally. The contractor will provide details of any specialized surface and co-ordinate its installation with the play structure and other base materials provided. As an example, co-ordination details will be required to accommodate handicapped accessible attributes such as ramps where they meet the protective surface perimeter in the case of both the wood fibre base and other optional specialized surface specified by the bidder. Costs for special surface treatments, as required, will be given in the budget formula.

### **Finish**

All painted, coated and treated surfaces shall be indicated as to method of finish paint application and a brand name or rust inhibitive paint. Colour scheme of structure(s) to be noted on the graphic presentations. Colour selection options in addition to those recommended should also be noted.

### **Hardware**

All hardware should be vandal-resistant. Where applicable fasteners, clamps, bolts and nuts should be stainless steel.

### **Stairs**

All stairs shall contain double handrails to comply with Canadian Standards Association (CSA) guidelines. Materials shall be coated metal and strong enough to resist bending, sagging or bouncing.

## **Components**

The use of the following components or materials is discouraged:

- Rope
- climbing chain nets creating pinch points (coated chain eliminating pinch points are acceptable)
- Rubber tires and components
- Balance beams
- Movable clatter bridges (stationary arch type are acceptable)
- All play structure equipment components should be constructed of steel or of plastic where theme play features are specified. Alternatives using wood will not be accepted

The use of plastic panels to demonstrate a theme is acceptable, however use of plastic panels should be minimized in order to maintain sight lines and avoid areas of concealment to maintain high standards of safety and visibility.

Where plastic panels, roofs or components are used data should be presented demonstrating fire retardant capabilities and qualities in order to minimize potential vandalism. Use of plastic components should consider durability and ongoing maintenance.

## **Base Material**

All bases will be required to be excavated to an appropriate depth and filled with a sub-base. **Engineered wood fibre material or similar alternative** will be considered as a minimum requirement for the protective playground surface material. In this regard the bidder will be asked to calculate the required volume of surface material to create a safe surface depth.

The base will be constructed on grade. Current site is a sand base from the old playground structure. The Supplier will be required to remove this excess material from the site to the necessary depth. Construction disturbance should be minimized and contained to the area of the base. The supplier will be responsible for reinstatement of all area disturbed beyond the area of the base and perimeter as a result of construction.

## **Ramps**

The supplier will provide all ramps in compliance with the Accessibility Ontario Disabilities Act

## **CSA Guidelines**

All proposals submitted will certify by way of written confirmation that all equipment and installations will adhere to CSA guideline CSA Z614-07, A National Standard of Canada Children's Play spaces and Equipment document and subsequent amendments.

## **Warranty**

Written description of warranty on all items supplied including all base materials will accompany all proposals.

## **Completion Date**

Bidders will be required to provide a proposed schedule including start dates, duration of project and final completion dates.

## **Construction Disturbance**

The installer(s) constructing the play structure and base area on behalf of the supplier on site shall take all reasonable precautions to avoid any damage to turf areas, pathways, trees, fences, benches, tables or any other park amenity or generally all parks property. Failure to exercise reasonable care with resultant damage will cause the Town to seek compensation from the supplier for reinstatement of said damages.

## **RFP SUBMISSION**

1) Qualifications Detail consisting of:

a) Cover letter including statement of understanding & approach to this project; the statement should describe the applicant's understanding of the project and the special skills and innovative thinking that the team would bring to the project;

b) Attachment A (provided in this RFP): Signed by a representative of lead contractor attesting that all terms, conditions and procedures outlined in this RFP are understood and have been followed;

c) Accessibility Declaration Acknowledgement Form; Signed by a representative of the lead contractor accepting to comply with all accessibility Standards under the Accessibility for Ontarians with Disabilities Act;

d) Proposed list of sub-contractors

e) Specific Project Experience: Descriptions detailing completed, similar or relevant project experience that the applicant has executed. Include graphic representation. Links to similar or relevant projects are encouraged;

f) List of References: Provide a minimum of three client references with which the applicant has provided similar design/build services within the last ten years. Include the name and telephone number of the contact person and a description of the role and services provided to that contact.

## 2) **Technical Proposal**

Consisting of:

- a) A description of the approach to be taken toward completion of the project, an explanation of any variances to the proposed scope of work as outlined in the RFP, and any insights into the project gained as a result of developing the proposal;
- b) A scope of work that includes steps to be taken, including any products or deliverables;
- c) A proposed schedule that indicates project start date, project milestones and overall time for completion;

**-Expedited schedules will receive a higher ranking;**

- d) Any other information deemed necessary to address the requests of this RFP.

## 3) **Cost Proposal**

Consisting of:

- a) A composite schedule by task of direct labor hours;
- b) A maximum budget amount inclusive of all fees and expenses.

Responses to this RFP must be received per the schedule outlined on Page 1 to be considered. Proposals must be submitted in both digital (PDF) and printed formats. Provide one print copy of the proposal in addition to the digital file, which may be emailed or submitted on a USB. Applicants will receive a confirmation email once their proposal is received. Please ensure that the document is easily printable in an 8.5x11 format (drawings may be 11" x 17").

Additional requirements are as follows:

- Applicants are solely responsible for ensuring that proposals arrive on time.
- Faxed proposals WILL NOT be accepted.
- Late replies WILL NOT be considered.

Proposals and questions should be submitted to Christine Armstrong, Recreation Program Coordinator at [carmstrong@deeperiver.ca](mailto:carmstrong@deeperiver.ca)

Proposals may be mailed, e-mailed or delivered to: Christine Armstrong, Recreation Program Coordinator, Corporation of the Town of Deep River, 100 Deep River Rd, P.O. Box 400, Deep River, Ontario, K0J 1P0.

## **PROPOSAL EVALUATION**

The Request for Proposal is intended to provide a framework for the Town of Deep River to evaluate each proposal and determine which submission most closely addresses the Municipalities needs. All proponents are encouraged to provide any additional information or innovative approaches not specifically outlined in the context of this RFP.

Proposals will be evaluated on the basis of information provided by the proponent at the time of the submission as well as by the Town of Deep River checking references that reveal the previous experience of the proponent. Proponents are advised that only complete submissions will be reviewed and evaluated.

- 1.) Cost – 50%
- 2.) References- 10%
- 3.) Innovation – 15 %
- 4.) Design relating to the requirements of the RFP – 25 %

## **TERMS & CONDITIONS**

### **Communications**

It is extremely important that all respondents are given clear and consistent information. Therefore, all respondents are required to submit any questions related to this project or RFP process via email. Responses to all submitted questions will be posted on the Town of Deep River's website at: [www.deepriver.ca](http://www.deepriver.ca) Questions concerning this RFP must be received via email per the schedule outlined on page 1. Inquiries received after this date will not be considered or answered. Respondents should not communicate with any Town of Deep River department or employee during the submission process except as described above. In addition, no communications should be initiated by a respondent to any Town Official or persons involved in evaluating or considering the statement of qualifications.

Communication with any parties for any purpose other than those expressly described herein may cause an individual firm, or team to be disqualified from participating



### **General Compliance with Laws**

The successful proponent shall comply with all applicable laws, by-laws, regulations, ordinances, notices and orders whether Federal, Provincial, Municipal or otherwise, at any time in effect during the currency of this contract, and all rules and requirements of the Police and Fire departments, or other governmental authorities, and procure all CSA approvals, if required. The Contractor shall comply with all aspects of the latest revision of the Occupational Health & Safety Act. The successful proponent shall obtain and pay for all necessary permits and licenses, and shall not do or suffer to be done anything in violation of any such laws, ordinances, rules or requirements. If the attention of the successful proponent is called to any such violation on the part of the successful proponent, or of any person employed or engaged by the successful proponent, the successful proponent shall immediately desist from and correct such violation

### **Commercial General Liability Insurance**

Commercial General Liability, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than \$2,000,000.00 each and every occurrence, with no aggregate limit, within any policy year with respect to completed operations. The policy shall include an extension for a standard provincial and territorial form of non-owned automobile liability policy. This policy shall include but not be limited to:

- (a) Name the Municipality as an additional insured
- (b) Cross-liability and severability of interest
- (c) Blanket Contractual
- (d) Products and Completed Operations
- (e) Premises and Operations Liability
- (f) Personal Injury Liability
- (g) Contingent Employers Liability
- (h) Owners and Contractors Protective
- (i) Broad Form Property Damage
- (j) The policy shall include 30 days' notice of cancellation.

### **Installation Floater**

The Contractor shall, throughout the term of the contract, obtain and maintain an Installation Floater written on a "All Risk" perils basis of an amount not less than

\$ 140,000.00 Coverage applies while property is in transit to the installation site, while stored at a temporary location, awaiting installation at the work site, during loading and unloading as well as the course of installation until completed.

### **Contractor's Equipment Floater**

The contractor shall provide and maintain during the term of this Agreement. Coverage will be provided, on a broad form basis, for construction machinery, equipment, tools and stock that will be used by the Contractor in the performance of the work. The coverage will also include rental expense. Coverage is to be carried from the date of commencement of the work until one year after the date of Substantial Performance of the Work.

### **Indemnification**

Without limiting any other obligation of the proponent under this Contract or otherwise, the proponent hereby agrees to indemnify and save harmless the Corporation of the Towns of Deep River, its elected officials, officers, employees, servants, agents and others for whom the Corporation is in law responsible, from and against any liability, loss, claims, demands, damages, fines and penalties, costs and expenses (including consulting fees), investigatory and legal expenses, and any other actions or causes of actions, suits, caused by or attributed to any willful or negligent act, omission, delay, or allegations thereof on the part of the proponent, its officers, employees, subcontractors, agents, licensees, assignees, invites or other persons engaged in the performance, non-performance or attempted performance of the work pursuant to this Contract or anyone else for whom the proponent is in law responsible.

Should the Town be made a part to any litigation commenced by or against the proponent, then the proponent will protect, indemnify and hold the Town harmless and will promptly pay all costs, expenses, and legal fees (on a solicitor and own client basis) incurred or paid by the Corporation in connection with such litigation upon demand. The proponent will also promptly pay upon demand all costs, expenses and legal fees (on a solicitor and own client basis) that may be incurred or paid by the Town in enforcing the terms, covenants and conditions in this Contract.

### **Damage Claims**

The proponent shall protect the Work, the Owner's property, and any surrounding private property from damage, and shall be responsible for any damage that may arise as the result of his operations under the Contract.

### **Environmental Concerns**

In order to contribute to waste reduction and to increase the development and awareness of environmentally sound purchasing, the successful proponent will ensure that wherever possible, terms of reference are amended to provide for expanded use of durable products, reusable products.

### **Licenses and Approvals (where required)**

The successful proponent shall, at their own expense, be responsible for maintaining and keeping all municipal and any other licenses, or approvals, necessary to permit them, their employees, or company, to carry out the requirements of the agreement.

### **Non Performance**

The Town reserves the right to determine non-performance or poor quality of goods and/or services, and further reserves the right to cancel the contract. The opinion of the Town of Deep River in this regard shall be final in all instances.

### **Accessibility**

The Town is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

Regulations enacted under the Act apply to every designated public sector organization and other third parties that provide goods and services to the members of the public.

The contractor, and all sub-contractors hired by the contractor in the completion of its work, will meet or exceed compliance with all applicable regulations under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

It is the contractors' responsibility to ensure they are fully aware of, and meet all requirements under the Accessibility Act.

## **Other terms**

Costs for preparing the Statement of Qualifications in response to this request are solely the responsibility of the respondent. The Town of Deep River reserves the right to accept or reject any or all Statement(s) of Qualifications, with or without cause, and to waive immaterial defects and minor irregularities in responses. All decisions related to this solicitation by the Town will be final. The Town reserves the right to request clarification of information submitted and to request additional information of one or more respondents. All materials submitted in response to this RFP will become the property of the Town upon delivery. This solicitation in no way obligates the Town of Deep River to award a contract.

Equal Opportunity: the selection of contractor shall be made without regard to race, colour, sex, age, religion, national origin, or political affiliation.

It will be necessary for responding parties to comply fully with the terms and conditions outlined in this document if they are to be considered. A letter attesting that the respondent has read, understands, and followed all procedures is a part of this RFP must be included as part of the final submittal (see Attachment A).

**ATTACHMENT A**

Understanding of RFP Procedure, Terms and Conditions

This page to be returned with qualifications submission

I acknowledge that I have read and understand all procedures and requirements of the above reference RFP and have complied fully with the general terms and conditions outlined in the RFP.

Representative's Printed Name: \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

<b>BID PRICE – DEEP RIVER UNITY PLAYGROUND</b>	
Lump sum bid price	
Sub-Total	\$
13% H.S.T.	\$
<b>TOTAL COST FOR DEEP RIVER UNITY PLAYGROUND</b>	<b>\$</b>
Installed/Completion Date from Receipt of Order: (Assuming Receipt of Order Date on or before November 30, 2017)	
Working Days:	
We also agree that all plans, construction drawings, warranties and certificates of CSA adherence will be forwarded at the time of submitting proposal.	
<b>Company Name:</b>	<b>Date</b>

**ACCESSIBILITY DECLARATION  
DECLARATION OF ACCESSIBILITY COMPLIANCE**

<b>COMPANY NAME:</b>	
<b>PRINT NAME:</b>	
<b>TITLE:</b>	<b>DATED:</b>

I/ we acknowledge that as a Contractor of the Town of Deep River we are bound to comply with all accessibility Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as amended from time to time.

I/we declare that I/we have read, understand and will meet or exceed all enacted accessibility Standards as amended from time to time.

I/we further declare that I/we will undertake to ensure all sub-contractors hired by us in completion of our work will also comply with the above Standards.

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Dated**

## REFERENCES

The following references have been supplied with similar goods/services as proposed to the Corporation of the Town of Deep River

Proponents are required to provide three (3) references listing contracts similar to the project described in this proposal and undertaken within the past three (3) years.

1. Name of the Firm/Organization: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_ Contract Value: \_\_\_\_\_

Contract Description: \_\_\_\_\_

\_\_\_\_\_

2 Name of the Firm/Organization: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_ Contract Value: \_\_\_\_\_

Contract Description: \_\_\_\_\_

\_\_\_\_\_

3 Name of the Firm/Organization: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_ Contract Value: \_\_\_\_\_

Contract Description: \_\_\_\_\_

\_\_\_\_\_

The Town reserves the right to check additional references and sources to those supplied by the Proponent.

NOTE: This document must be completed and will form a part of the selection process.

## LIST OF SUB CONTRACTORS

All components and installation used to provide services or supply playground equipment, accessory components, base perimeter, base surfacing material or labour being sub contracted by the principle play equipment supplier must be indicated below. All sub contracted companies and personnel are bound by the specifications noted in this Request for Proposal.

Component:	
Product Names:	
Company Name Supplying Product:	
Company will Supply:	
Installation:	
Product	
Company Address:	
City:	Postal Code:
Company Contact Person:	Title:
Telephone Number:	Fax No.
Component:	
Product Names:	
Company Name Supplying Product:	
Company will Supply:	
Installation:	
Product	
Company Address:	
City:	Postal Code:
Company Contact Person:	Title:
Telephone Number:	Fax No.



Component:	
Product Names:	
Company Name Supplying Product:	
Company will Supply:	
Installation:	
Product	
Company Address:	
City:	Postal Code:
Company Contact Person:	Title:
Telephone Number:	Fax No.
Component:	
Product Names:	
Company Name Supplying Product:	
Company will Supply:	
Installation:	
Product	
Company Address:	
City:	Postal Code:
Company Contact Person:	Title:
Telephone Number:	Fax No.

**VENDOR NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**TELEPHONE NO.:** \_\_\_\_\_

**REQUEST FOR PROPOSAL**

**DELIVER UNOPENED TO:**

The Corporation of the Town of Deep River  
Christine Armstrong - Recreation Program Coordinator  
100 Deep River Rd, P.O. Box 400,  
Deep River, Ontario  
K0J 1P0

**RFP # PARKS 2017-01 DEEP RIVER UNITY PLAYGROUND**

**CLOSING DATE: Tuesday, October 10, 2017 at 4:00 pm local time**

**SUBMISSION LABEL:**

Please complete the additional information (Vendor Name, Address, Contact name and Phone number) and then attach this label on the outside of YOUR bid submission envelope(s) to clearly identify the submission and the vendor information.