



**REQUEST FOR PROPOSAL
for the provision of service for the**

**Replacement of the Rotary Park Playground
and Play Surface Area**

Proposal Information No. CSD 17-09

Issue Date: September 27, 2017

Site Visit: Mandatory by appointment

Closing Date: October 23, 2017 @ 12:00 noon local time

Opening Date: October 23, 2017 @ 2:30 pm, Minden Hills Boardroom

Address: Township of Minden Hills
7 Milne Street, PO Box 359
Minden, ON
K0M 2K0

Attention: Mark Coleman, Director of Community Services

**Last Day for
Inquiries:** Friday October 20, 2017

Proponent Information

Name/Company: _____

Address: _____

**LATE PROPOSALS WILL NOT BE ACCEPTED.
THE LOWEST OR ANY PROPOSAL MAY NOT NECESSARILY BE ACCEPTED.**

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1.0 GENERAL CONDITIONS

1.1 Proposal Handling

The handling of the Proposal document(s) will be in accordance with the Township of Minden Hills Policy No. 17 governing the procurements of goods and services, and this Proposal document.

1.2 Proposal Submission Mandatory Requirements

All Proposals must be completed in hard copy and submissions must include all Appendices attached to the RFT document. All entries shall be clear, legible, in a non-erasable medium and signed (where applicable). Entries must be made for unit price, lump sum, extensions and totals as appropriate. All items shall be submitted according to instructions contained within the Proposal Documents.

- Appendix A - Submission Requirements
- Appendix B – Equipment Availability and Project Deadline
- Appendix C - Detailed Criteria
- Appendix D - Experience, References & Contingencies
- Appendix E - Suppliers & Subcontractors
- Appendix F – Proponent Information
- Appendix G - Declaration Form
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- Appendix I - Health & Safety Declaration
- Appendix J - Price, Detail & Warranty Schedule
- Appendix K - Guarantee of Performance/Cancellation Acknowledgement
- Appendix L - Agreement Acknowledgement
- Appendix M - Contractor Performance Report
- Appendix N - Delivery Notice

Proposals must be submitted in a sealed envelope with Appendix N - Delivery Notice, completed and affixed to the outside. Proposals can be submitted by mail, placed in the municipal drop box located at the Administration building, hand delivered to the front counter of the Finance Department, the 2nd floor front counter or electronically as specified in the Proposal Document.

Bids received after the official closing time will not be considered during the selection process.

Electronically transmitted submissions (facsimile, e-mail, etc.) will not be accepted for this Proposal.

It is the responsibility of the Proponent to ensure they comply with this procedure. The Township is not responsible for submissions which are not properly marked and/or delivered to any other location, other than that specified herein.

Proposals that are not submitted in the requested format or are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, alterations incorrectly submitted, or irregularities of any kind may be rejected as per the Township's Procurement Policy.

1.3 Definitions

“**Bidder/Contractor**” Refers to any eligible entity providing a Proposal.

“**Corporation/Owner/Township**” Refers to the Township of Minden Hills.

“**Form of Proposal/Proposal**” Refers to this document and its processes.

“**Successful Bidder**” Refers, in the event of an award, to the selected Bidder.

1.4 Proposal Closing

Proposals must be received by the Township of Minden Hills on/before **12:00 noon local time on October 23, 2017**.

In the event that an emergency, staff labour disruption or inclement weather forces the suspension of services of the Township, by closing of the office, the Request for Proposal shall become due on the next business day at 11:00 am, local time, after the original closing date and time.

A Proposal received prior to suspension of services (closing of the office) may be withdrawn and replaced by a new Proposal Package submission and due before the amended closing date and time. Call 705-286-1260 ext. 313 for information in the event of a suspension of service for any additional information.

1.5 Proposal Opening

A public opening will be held in the Township Administration Office at 7 Milne Street in Minden (meeting room to be determined) on **October 23, 2017 at 2:30pm**. The Successful Proponent will be notified when Council considers the Proposal results at their Committee of the Whole Council meeting scheduled for **November 9, 2017** or within 3 business days from receiving council approval, whichever is shortest.

1.6 Withdrawal or Alteration of Proposals

A Proponent who has submitted a Proposal may submit a further Proposal at any time up to the specified time and date for the Proposal closing. The last Proposal received shall supersede and invalidate all Proposals previously submitted by that Proponent for this contract.

A Proponent may withdraw or alter the Proposal at any time up to the specified time and date for Proposal closing by submitting a letter bearing the Proponent’s signature to the authorized representative who will mark thereon the time and date of receipt and will place the letter in the Proposal box. The Proponent’s name and the contract number shall be shown on the envelope containing such letter. Emails, facsimiles (faxes), or telephone calls will not be accepted.

Proposals withdrawn under this procedure cannot be reinstated.

1.7 Examination of Proposal Documents

Each Proponent must satisfy himself/herself by a personal study of the Proposal documents, by calculations, and by personal inspection of the site, respecting the conditions existing or likely to exist in connection with the proposed goods/services. There will be no consideration of any claim, after submission of Proposals, that there is a misunderstanding with respect to the conditions imposed by this request for Proposal.

Prices bid must include all incidental costs and the Proponent must be satisfied as to the full requirements of the Proposal. No extra work will be entertained without prior Township approval. Should the Proponent require more information or clarification on any point, it must be obtained prior to the submission of the Proposal.

1.8 Omissions, Discrepancies and Interpretations

Should a Proponent find omissions from or discrepancies in any of the Proposal Documents, or should the Proponent be in doubt as to the meaning of any part of such documents, the Proponent should notify the designated person and office without delay. If the designated person considers that a correction, explanation or interpretation is necessary or desirable, an addendum will be issued to all who have received Proposal Documents.

No oral explanation or interpretation will modify any of the requirements or provisions of the Proposal Documents.

1.9 Addenda

If required by the Township, addenda will be distributed to all Proponents registered as a document taker for this bid. Addenda will be distributed using the latest contact information as provided by the Bidder. It is the Proponent's responsibility to notify the Township of any changes to their contact information.

If the Proposal was acquired via the Township website it is the Proponent's responsibility to check the Township website at www.mindenhills.ca for addenda. It is any and all Proponents ultimate responsibility to ensure all addenda have been received.

All Proponents should check the Township website or contact the Township directly as per section 2.11 – Inquiries, prior to submitting their Proposal.

Proponents are required to acknowledge receipt of all addenda by signing the Acknowledgement of Receipt included on the addenda form. Failure to submit all addenda unless otherwise directed on the addenda form, will constitute an automatic rejection.

1.10 Acceptance or Rejection of Proposal

The Township reserves the right to reject any or all Proposals and to waive formalities as the interests of the Township may require without stating reasons therefore. Notwithstanding and without restricting the generality of the statement immediately above, the Township shall not be required to award and accept a Proposal:

- a) When only one (1) Proposal has been received as result of the Proposal call;
- b) Where the lowest responsive and responsible Proponent substantially exceeds the estimated cost of the goods/services;
- c) When all Proposals received fail to comply with the specifications or Proposal terms and conditions;
- d) Where a change in the scope of work or specifications is required the lowest or any Proposal will not necessarily be accepted. The acceptance of a Proposal will be contingent upon an acceptable record of ability, experience and previous performance.

The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent by reason of the acceptance or the non-acceptance by the Township of any Proposal or by reason of any delay in the acceptance of a Proposal except as provided in the Proposal document.

Each Proposal shall be open for acceptance by the Township for a period of thirty (30) calendar days following the date of closing.

Where the Proposal document does not state a definite delivery/work schedule and a submitted Proposal is based on an unreasonable delivery/work schedule, the Proposal may be rejected.

1.11 Proposal Award Procedures

Unless stated otherwise the following procedures will apply:

The Township will notify the Successful Proponent that their Proposal has been accepted, within thirty (30) calendar days of the Proposal closing or within 3 business days from receiving council approval, whichever is shortest.

Notice of acceptance of Proposal will be by telephone, email and/or by written notice. The Successful Proponent shall confirm acknowledgement of awarded Proposal notice.

Immediately after acceptance of the Proposal by the Township, the Successful Proponent shall provide the Township with any required documents within fourteen (14) calendar days of the date of notification of award or as otherwise specified in this Proposal document or by the Township.

Commencement and completion dates may be altered if mutually agreed to by the Township of Minden Hills and the Successful Bidder.

1.12 Indemnification

The Successful Proponent shall indemnify and hold harmless The Township, its officers, council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon The Township and against all loss, liability, judgments, claims, suits, demands or expenses which The Township may sustain, suffer or be put to resulting from or arising out of the Successful Proponents' failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service required

hereunder to be performed or rendered by the Successful Bidder, its agents, officials and employees.

1.13 Ability and Experience of Bidder

It is not the purpose of the Township of Minden Hills to award this contract to any Proponent who does not furnish satisfactory evidence of possessing the ability and experience in this class of work and sufficient capital and plant resources to ensure acceptable performance and completion of the Proposal.

The following criteria will be utilized by the Township, through references provided in Appendix D – Experience, References & Contingencies, to determine whether a Proponent is qualified to undertake the award;

- The Proponent's ability and agreement to supply the goods/services.
- The Proponent's ability to work effectively with the Townships' staff and other representatives.
- The Proponent's history with respect to providing satisfactory results and acceptable cooperation.

The Township may reject the lowest or any submissions, if after investigation and consideration, the Township concludes, in its opinion, that the Proponent is not able to supply the goods/services in a manner satisfactory to the Township.

1.14 Variation of Quantities

The Township of Minden Hills reserves the right to adjust quantities. Quantities shown are approximate, are not guaranteed to be accurate and shall be used as a basis for comparison only. No additional compensation will be allowed for any adjustment which may decrease quantities identified in this Proposal.

1.15 Occupational Health & Safety

The Successful Proponent must comply with all requirements set out in the *Occupational Health & Safety Act, R.S.O. 1990* and all other regulations that apply to the job at hand. The following language, requirements and conditions shall be included in all agreements with selected Proponents (and sub-selected Proponents) engaged by or on behalf of the Corporation of the Owner:

Where applicable under the Occupational Health and Safety Act (OHSA) (R.S.O.1990 C. 0.1) and regulations, made under that statute:

- a. Selected Proponents acknowledge that they have read and understood the Occupational Health and Safety Act (OHSA) (R.S.O. 1990 C. 0.1) and regulations, made under that statute.
- b. The selected Proponent shall comply with all health and safety requirements established by the Occupational Health and Safety Act and regulations, the Owner and any applicable industry standards. The selected Proponent agrees to assume full responsibility for the enforcement of same.

- c. The selected Proponent shall participate in a pre-project meeting to verify its full understanding of the major contractual requirements and expectations in the area of health and safety before the start of any work.
- d. The selected Proponent shall understand that its performance will be monitored and that their overall performance will be a major consideration for future contracts with the Owner. The frequency and detail of ongoing project monitoring will be dependent upon the nature of the work and safety precautions specified.
- e. The selected Proponent shall allow access to the work site on demand to representatives of the Owner.
- f. The Owner will take all action necessary to support the selected Proponents health and safety efforts and to ensure that the Owner owned and controlled environments in the vicinity of the project are free from hazards.
- g. The selected Proponent acknowledges and agrees that any breach or breaches of health and safety requirements, whether by the selected Proponent or any of its sub-selected Proponents may invalidate the contract.
- h. The selected Proponent acknowledges and agrees that any damages or fines that may be assessed against the Owner by reason of a breach or breaches of the OHSA by the selected Proponent or any of its sub-selected Proponents will entitle the Owner to set off the damages so assessed against any monies that the Owner may from time to time owe the Proponent under this contract or any other contract whatsoever.
- i. The selected Proponent shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or omitting physical agent and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the Occupational Health and Safety Act and shall provide appropriate Material Safety Data Sheets for these substances used for the performance of the required work, all prior to the performance of said work.
- j. Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the successful selected Proponent shall ensure that the requirements of the Occupational Health and Safety Act and associated regulations are complied with.
- k. The selected Proponent shall follow Workplace Hazardous Materials Information Systems (WHMIS) requirements and ensure all employees are given required training and support.
- l. The selected Proponent shall have a clearly defined safety plan/rescue plan for its workers involved in hazardous activities.
- m. The selected Proponent agrees at all times to comply with Occupational Health and Safety Standards in the workplace and further agrees to adhere to Health and

Safety Standards set out in applicable statutes and regulations and to comply with written Health and Safety Policies of the Owner.

- n. Selected Proponents with known poor safety records or with inadequate qualifications or equipment will not be considered for award.
- o. Worker safety is given first priority in planning, pricing and performing the Work;
- p. Its officers and supervisory employees have a working knowledge of the duties of a Constructor and Employer under the Act and the provisions of the Regulations applicable to the Work, and a personal commitment to comply with them;
- q. Workers employed to carry out the Work possess the knowledge, skills and protective devices required by law or recommended for use by a recognized industry association to allow them to work in safety;
- r. Its supervisory employees carry out their duties in a diligent and responsible manner with due consideration for the health and safety of the workers; and
- s. All subcontractors employed by the Successful Proponent to perform part of the Work and their employees are properly protected from injury while carrying out their associated duties.

1.16 Workplace Safety Insurance Board (WSIB)

Refer to Appendix A – Submission Requirements regarding WSIB requirements for this Proposal.

Where WSIB applies, as per Appendix A – Submission Requirements, all Proponents must indicate WSIB coverage by providing their certificate number, or indicate exemption from coverage.

The Successful Proponent shall provide proof of coverage and shall maintain this coverage throughout the length of the contract. If exempt from coverage, proof of exemption, in the form of a letter from WSIB indicating that coverage is not required must be provided to the Township within five (5) business days of being awarded the contract, or prior to commencement of the contract, whichever is shortest.

The Successful Proponent may request an extension, providing valid and reasonable claims for the request. Requests for an extension shall be made in writing or by email to the Department Head. Failure to meet the extension date as approved by the Township may result in the cancellation of the contract. Refer to Section 1.25 – Cancellation of Contract.

1.17 Insurance Requirements

All Proponents will acknowledge their ability to provide proof of insurance in accordance with this Proposal document, identified in Appendix A – Submission Requirements.

The Successful Proponent shall provide proof of insurance, in the form of a proof of insurance certificate, indicating liability insurance with a *minimum coverage of five million dollars (\$5,000,000)*, with the Corporation of the Township of Minden Hills added as an

additional insured party.

Rotary Park Playground Proposal

The Successful Proponent shall, at all times prior to commencing construction until total completion, effect, maintain and keep in force, at its sole cost and expense the following coverages:

Commercial General Liability insurance applying to all operations of the Successful Proponent which shall include coverage for bodily injury or death, broad form property damage, products and completed operations liability, owner's & contractor's protective liability, blanket contractual liability, contingent employer's liability, non-owned automobile liability and shall include cross liability and severability of interest clauses. Such policy shall be written with limits of not less than FIVE MILLION DOLLARS (\$5,000,000.00) exclusive of interest or costs, per occurrence and shall include the Township of Minden Hills as an additional insured.

Professional liability insurance in an amount not less than Five Million Dollars (\$5,000,000) per claim. Such insurance shall provide coverage for all errors and omissions made by the professional in the rendering of, or failure to render, professional services in connection with the Contract. Upon completion of the work the policy shall remain in force for twelve (12) months.

Successful Bidder must confirm that any property damage, personal injury or bodily injury resulting from an error or omission is considered an insurable loss whether coverage is under the General liability policy or the Professional Liability Policy.

Broad Form (All Risk) Builder's Risk insurance shall have limits of not less than the full contract price of the work or equal to one hundred (100%) percent of the full (new) replacement cost of this project (i.e. buildings/contents).

"Broad Form" (all risk) covering Construction Equipment used by the Successful Bidder for the performance of the Work including costs to cleanup and restore property damaged by sudden and accidental escape of pollutants and shall be in a form acceptable to the Municipality and shall not allow subrogation claims by the Insurer against the Municipality.

Automobile Liability insurance for all licensed vehicles owned, rented and/or leased by or on behalf of the Successful Proponent or its contractor(s) while on any business connected with the Successful Proponents Work to a limit of not less than Two Million Dollars (\$2,000,000) per occurrence in respect of bodily injury, death and damage to property including loss of use thereof. The Successful Proponent shall obtain proof of insurance from its subcontractors for the vehicles they own, rent and/or lease.

The certificate must be provided to the Township within five (5) business days of being awarded the contract, or prior to commencement of the contract, whichever is shortest. It is expected by the Township that the Certificate(s) of Insurance will provide confirmation that all insurance requirements as stated under Section 1.17 have been met.

The Successful Proponent may request an extension to provide the Township with the requested Certificate(s) of Insurance, providing valid and reasonable claims for the request. Requests for an extension shall be made in writing or by email to the Department Head.

Failure to meet the extension date as approved by the Township may result in the termination of the contract.

Insurance must remain in effect for duration of the project as per the terms of this Proposal. It will be the responsibility of the Proponent to provide the Township with any and all renewal certificates during this period.

1.18 Limited Liabilities

The Township's liability under this Proposal shall be limited to the actual goods/services ordered and provided.

1.19 Proponent Expense

Any expenses incurred by the Proponent in the preparation of the Proposal submission are entirely the responsibility of the Proponent and will not be charged to the Township.

1.20 Protection of Work & Property

The Successful Proponent shall provide continuous and adequate protection of all goods from damage and shall protect the Owner's property from injury or damage arising until delivery of the goods/services. The Successful Proponent shall make good any such damage or injury.

1.21 Regulation Compliance and Legislation

The Successful Proponent shall ensure all goods/services provided in respect to this Proposal are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation.

1.22 Accessibility

The Successful Bidder, and any of its employees, must ensure that the goods/services provided are accessible to all potential users, including older people and people with disabilities. Where feasible, it should:

- Be technically accessible, in that it is possible for all users to access all information and functionality;
- Be equally usable, in that it is not prohibitively difficult or time consuming for users with disabilities to carry out normal tasks;
- Be capable of being adapted or configured by individual users to meet their specific needs and preferences;
- Be capable of interfacing with appropriate, widely available assistive technologies employed by users.

Refer to Appendix H - Accessibility Regulations for Contractors for information about accessibility principles and guidelines from the *Accessibility for Ontarians with Disabilities*

Act, 2005 (AODA), Accessibility Standard for Customer Service (ASCS) and the Integrated Accessibility Standards Regulation (IASR).

1.23 Agreement

The Township reserves the right to cancel the awarding of any Proposal in the event that both parties are unable to agree to the terms of the contract within ten (10) days, or the commencement of the project, whichever is shortest. Please also refer to Appendix L – Agreement Acknowledgement.

In the event that your Proposal is accepted by Council and confirmed by a letter from the Township, the Proposal and the acceptance by Council shall constitute a binding contract between the Successful Proponent and the Township, and the Successful Proponent shall complete the work as described in accordance with the provisions, specifications and conditions outlined in the Proposal documents and shall be binding upon the heirs, executors, administrators, successors and assigns of the Successful Bidder.

1.24 Assignment of Contract

The Successful Proponent shall not assign transfer, convey, sublet or otherwise dispose of this contract or his/her right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the Township's officials, which consent shall not be unreasonably withheld.

1.25 Cancellation of Contract

The Township reserves the right to immediately terminate the Contract awarded to the Successful Bidder, or part thereof, at its own discretion, including but not limited to such items as non-compliance, non-performance, late deliveries, inferior quality, pricing problems, etc.

Construction Type Services:

It is agreed by the Parties to the Contract that in case all the work called for under this contract is not completed by the date specified, or as extended at the discretion of the Township, a loss or damage will be sustained by the Township. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss damage which the Township will suffer in the event of and by any reasons of such delay and the Parties hereto agree that the Successful Proponent will pay to the Township, the sum of **Five Hundred dollars (\$500.00)**, as liquidated damages for each and every calendar days delay in achieving completion of the work beyond the date prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Township, which will accrue during the period in excess of the prescribed date for completion.

The Township may deduct any amount under this paragraph from any monies that may be due or payable to the Successful Proponent on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or alternative that may be available to the Corporation.

The Successful Proponent shall not be assessed with liquidation damages for any delay caused by Acts of God or of the Public Enemy, Acts of the Province or of any Foreign State,
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Fire, Flood, Epidemics, Quarantine, Restrictions, Embargoes, Labour Disruptions, Strikes, Lockouts or delays due to such causes, then the time of delivery shall be extended for a period of time equal to the time lost to such delay.

The Township shall not be liable to the Successful Proponent for loss of anticipated profit on the cancelled portion or portions of the work.

1.26 Governing Laws

This Proposal and subsequent contract/agreements will be interpreted and governed by the laws of the Province of Ontario.

1.27 Freedom of Information

Any personal information required on the Proposal Form is received under the authority of the *Municipal Freedom of Information and Protection of Privacy Act, 1989, RSO, 1990 (Act)*. This information forms an integral component of the Proposal submission.

All written Proposals received by the Township become a public record once a Proposal is deemed complete by the Township. All information contained in the Proposal document is available to the public, including personal information.

Questions about collection of personal information and the *Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56*, as amended, should be directed to:

Clerk, Township of Minden Hills
7 Milne Street, PO Box 359
Minden, ON
K0M 2K0
Telephone (705) 286-1260

The Clerk has been designated by the Township of Minden Hills Council to carry out the responsibilities of the Act.

1.28 Contractor Performance Evaluation

Contractor performance is critical to the success of Township Projects. To this end, the Township has adopted a Contractor Performance Evaluation system, by which the Contractor's performance will be ranked at the end of the term of contract, or more frequently if deemed necessary.

The Township's Director of Community Services will complete the ranking. Once the ranking has been completed, a meeting will be set up by the Township, with the Contractor to discuss the overall ranking for performance. From this ranking will stem a recommendation to either allow the consultant to bid on future projects, place the Contractor on a two (2) year probation or to suspend the Contractor from bidding on any future contracts.

In the event of a dispute over the final ranking, the Contractor will have twenty (20) days in which to appeal the decision. A copy of the Performance Evaluation form has been

attached to this Proposal (Appendix M – Contractor Performance Report)

1.29 Proposal Package Submissions Information Release to Other Contractors

The number of Proposals received and the names of the Contractors are confidential and shall not be divulged prior to the public Proposal opening.

2.0 Specific Conditions

2.1 Award

It is the intention of the Township to award this Proposal to only one (1) qualified Proponent. The lowest or any Proposal may not necessarily be accepted.

2.2 Multiple Submissions

Proponents wishing to offer more than one (1) submission for consideration must complete a separate Proposal document for each separate offer and clearly identify each submission as a separate offer.

2.3 Delivery & Execution of Work

2.3.1 Proponents are advised that the deadline for project completion as indicated on Appendix B - Equipment Availability and Project Deadline, for the completed goods/services including all specified attachments, is December 22, 2017.

Project extensions (if required and approved by the Director of Community Services) shall not exceed June 30, 2018.

Failure by the Successful Proponent to meet the delivery schedule may cause the Township additional expense, the cost of which may be deducted from the Successful Proponent's invoice for the completed goods/services.

Prior to delivery, the Successful Proponent shall coordinate a specific date, time and location with the Director of Community Services or designate(s).

It is the Successful Proponent's responsibility to ensure delivery to the agreed upon location.

The Successful Proponent is responsible for any inspections and/or permits required.

2.4 Pre-Start Meeting

Prior to commencing the work, the Successful Proponent, Director of Community Services or designate(s), shall meet for a Pre-Start meeting.

The Pre-Start Checklist must be signed by an authorized representative of the Successful Proponent and designate for the Owner, prior to the start of any work being undertaken.

The Successful Proponent is responsible for any inspections and/or permits required.

2.5 Manufacturer's Specifications

Proponents shall include with their Proposal submission the full manufacturers' specifications and literature, which fully describe the item(s) being offered, including any optional equipment.

2.6 Warranty

The Proposal submission shall include a brief summary covering materials and workmanship on Appendix J – Price, Detail & Warranty Schedule. Additional warranty and/or guarantee information may be included separately.

If the product needs to be returned to the supplier for warranty work, it will be at full cost to the Successful Proponent. Warranty work will be performed at the closest dealer.

2.7 Equivalent

Where applicable, the Township has specified certain product(s) and/or brand names throughout this document for a number of the components utilized in the good/service. In some instances, the Township would be willing to consider an equivalent for the specified item. "Equivalent" would mean an equivalent product, design, manufacturer, etc. that, in the opinion of the Township is an "acceptable" alternative. The determination of the item to be an "acceptable" equivalent will be at the sole discretion of the Township and will be identified in Appendix C – Detailed Criteria.

Where a product, design, manufacturer, etc. has been stipulated and, there is no alternative option, Proponents must submit based on the specified item and, without substitution.

2.8 Harmonized Sales Tax (HST)

HST is applicable to the item(s) listed, however, is not to be included in the submitted unit cost. Please Proposal all prices "HST Extra".

2.9 Terms of Payment

- 2.9.1** Payment will be made in response to the Successful Proponent's invoice to the Township. The Township will not pay in part or in full until the goods/services are received. Possession will not be taken until the unit(s) meet(s) all specifications and is approved by the Director of Community Services or their designate(s).

Unless otherwise stated herein, the Township's normal terms of payment will be net thirty (30) calendar days from the receipt of goods/services or the date of invoice, whichever occurs later. Invoices shall be forwarded to the attention of:

Accounts Payable
Township of Minden Hills
7 Milne Street, PO Box 359
Minden, ON
K0M 2K0
accountspayable@mindenhills.ca

2.10 Proposal Selection

2.10.1 Evaluation Stages and Total Evaluation Points Available

The Township of Minden Hills will conduct the evaluation of Proposals in three (3) stages as follows:

Stage 1 – RFP Review (pass/fail)

A review will be undertaken to determine if the submitted Proposal complies with all the mandatory requirements (inclusion of all Appendices and compliance with the submission requirements and deadline).

Proposals that do not comply with the mandatory requirements may, subject to the reserved rights of the Township of Minden Hills and the Township's Procurement Policy, be disqualified and not evaluated further.

Stage 2 – Rated Criteria (80 points)

Stage 2 will consist of a scoring by the review committee of each qualified Proposal on the basis of the Proponent's ability to provide equipment and adhere to the project timeline as specified in Appendix B, the detailed criteria as specified in Appendix C – Detailed Criteria, and follow up of the information provided in Appendix D – Experience, References & Contingencies.

The following is an overview of the categories and weightings for the Stage 2 Criteria of the RFT:

Criteria	Maximum Points
Ability to Provide in Stock Equipment and meet Project Deadline (Appendix B)	10
Ability to meet Detailed Criteria requirements (Appendix C)	48
Ability & Experience of Proponent(Appendix D)	22
Total Points	80

At the end of this stage, the top 3 Proponents (where applicable) will be short-listed to move on to Stage 3.

Stage 3 – Evaluation and Pricing (70 points)

Stage 3 will consist of a scoring of the pricing submitted on Appendix J – Price, Detail & Warranty Schedule. The evaluation of the price/cost shall be undertaken only after the first

two (2) stages have been completed. Only those Proponents who move forward from Stage 2 will be scored here.

Each Proponent will receive a percentage of the total possible **70** points allocated to price by dividing the Proponent's price into the lowest Proposal of the short-listed Proponents.

For example, if the lowest Proposal price is \$120.00, that Proponent received 100% of the points ($120/120 = 100\%$), or **70** points. A Proponent who Proposals \$150 receives 80% of the possible points ($120/150 = 80\%$) or **56** points. A Proponent who Proposals \$240 receives 50% of the possible points ($120/240 = 50\%$) or **35** points.

Proponents should be aware that this is a "gated process". Proposals will be initially evaluated on non-price based criteria first. From there, the highest scoring Proposals will be chosen to have their pricing evaluated in order to arrive at a total aggregate score for the best solutions.

2.10.2 Total Evaluation Points Available

Overall, a Proponent may receive a maximum of **150** Evaluation points as follows:

Criteria	Maximum Points
Stage 1 - Compliance with Submission Requirements	Pass/Fail
Stage 2 - Rated Criteria	80
Stage 3 - Pricing	70
Total	150

2.11 Inquiries

Inquiries concerning the Proposal specifications general Proposal process are to be directed to:

Shannon Prentice
Deputy Clerk/Administrative Assistant
(705) 286-1260 ext. 313
sprentice@mindenhills.ca

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of the Request for Proposal will be circulated as outlined in section 1.9 of this document, as a Request for Proposal Addendum to all registered document takers who have received the Request for Proposal document from the Township.

Inquiries must be received no later than **three (3)** business days prior to the closing date, on or before 12:00 noon, local time; otherwise a response may not be provided.

3.0 Proposal Specifications

3.1 Overview

The Township of Minden Hills is seeking proposals from qualified Contractors for the supply and installation of Playground Equipment, suitable for children ages two (2) to twelve (12) year olds, and Surfacing to replace the existing play space at Rotary Park, located at 7 Rotary Park Road, Minden Hills ON, K0M 2K0. This is a publicly accessible play space which serves residents and visitors from the surrounding region of Haliburton County. The park is susceptible to high water events occurring from seasonal flooding of the Gull River. The current playground equipment is in need of replacement. The play surface area needs to be relocated within the park to an area of higher grade ground and secured with a perimeter retaining wall to help mitigate potential future high water events.

3.2 Scope of Work

In combination with allotted municipal and insurance funding, the total amount available for this project before taxes is in the range of \$50,000.00. The proposed play space is not to exceed this budget amount but is encouraged to make the most efficient use possible of this total allotment. There are specific requirements that must be met in regards to accessibility, and these requirements are detailed in the related proposal sections as follows.

3.3 Proposal Requirements

The proposal shall include but is not limited to:

- All mandatory appendices, as per the RFP document.
- A timeline of the supply and installation process. **NOTE:** Providing playground equipment that is in stock and/or readily available in order to complete the project no later than December 22, 2017 is preferred.
- A set of full colour renderings of the complete design/layout with equipment depicted for each proposal option.
- A 'to-scale' layout overview drawing showing each piece of equipment in relation to one another and within the play space including measurements of the surfacing area and no encroachment zones.
- A detailed and itemized list of the equipment being proposed and an indication of which pieces of proposed equipment meet accessibility requirements as laid out in ANNEX H of CAN/CSA-Z614. This itemized list shall include pricing for each piece of equipment/material.
- The name, location and contact information for the installing company (if different than the proponent company).

3.4 Proponent Experience

Proponents shall submit a report that will accompany Appendix D – Experience, References & Contingencies, that outlines and defines their technical competence, experience on similar projects, proven performance, and availability of dedicated, experienced personnel for the duration of the project, ability to perform within time

constraints, location and/or local knowledge, professional independence/ integrity and managerial ability. This report may be used by the Township in assessing the Proponent's ability and experience for the project.

3.5 Proponent Responsibilities

The Successful Proponent shall be responsible for the supply and installation of proposed playground equipment, play surface area and retaining wall to the play area identified by the Township.

The Successful Proponent shall supply, upon completion of the installation, one copy of all special requirement tools (if applicable) which allow for the regular maintenance of the installed equipment including the regular, routine tightening/inspection of any nuts, screws, bolts or fittings.

The Successful Proponent shall supply and install site signage as required under the CAN/CSA-Z614.

The Successful Proponent shall be responsible for the cost of removal and disposal of any garbage or waste materials resulting from the supply/ installation process.

The Successful Proponent/Installer shall be responsible for ensuring that the site is safe and secure during construction. It will be required that safety construction fencing be placed around the construction area during all aspects of the installation/ construction. This barrier is not to be removed until a satisfactory pre-use inspection has been completed with a report indicating that the play space meets all current CAN/CSA-Z614 standards and is safe for use.

3.6 Township Responsibilities

The Township will, at their expense, remove and dispose of all currently existing play space equipment and complete the pre-site preparation of the area. This will include the excavation and levelling of the space to be prepared for the installation of the equipment and surfacing to the desired specifications of the proponent/ installer.

The Township will construct accessible walkways from the parking and picnic shelter areas to/from the playground area.

3.7 Utilities

The Proponent will be responsible for arranging, prior to digging, locates of underground service, overhead wires, etc.) that may be affected or should be known to the Proponent for the Proposal.

3.8 Pricing Requirements

All costs associated with the labour, equipment, materials to supply, deliver, prepare and install an accessible play space for the 2 year to 12 year old age category.

Each Proponent can, at their discretion, submit up to **TWO (2) DIFFERENT**

proposal options. The two different proposals can be contained within the same sealed submission envelope with the different options being labeled “OPTION A” and “OPTION B”.

3.9 **Separate Components, Township Reserves the Right to Exclude**

Proponents shall submit prices for the total project, separating each component as per Appendix J – Price, Detail & Warranty Schedule and shall include labour, equipment, materials, permits, installation and clean-up, travel and disposal fees.

The Township reserves the right to exclude any component of the Project in the awarding of the Proposal.

3.10 **Site Visit**

A site visit is mandatory prior to submitting a proposal and may be scheduled by contacting Mark Coleman, Director of Community Services directly at 705-286-1936 ext. 201 or by email at mcoleman@mindenhills.ca.

3.11 **General Instructions**

For each Specification item listed, you are required to indicate your compliance of each item. Please do so as follows:

You are able to provide the item as specified - indicate **YES** in the Proponent's Compliance box.

You are not able to provide the item as specified - indicate **NO** in the Proponent's Compliance box.

Where an item allows for an “Alternative” to the specified item, you may indicate **YES** to the item as specified or you may provide your **alternative item** in the Proponent's Compliance box.

Where minimums are called for, the item must meet or exceed the capacity, size or performance as specified, unless an alternative is allowed. This specification may list only the major details for the specification items. Therefore, it is the Proponent's responsibility to deliver fully equipped items with compatible components to provide dependable efficient service.

APPENDIX "A"
Submission Requirements
****MANDATORY COMPLETION****

All Proponents are required to successfully meet the mandatory requirements described in the following table and **submit with this Proposal**, proof of meeting these requirements. Failure to meet the requirements under this Appendices will constitute in an automatic rejection.

Specification	Mandatory/ Optional/NA	Proponent's Compliance (see also WSIB & Insurance Acknowledgement below)
1 WSIB Account #: _____ OR Check here if exempt from WSIB coverage as described in section 1.16 of this document: _____	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
2 Insurance requirements as described in section 1.17 of this document	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
2 Product/Workmanship Warranty as described in section 2.5 of this document.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
3 Site Visit as described in section 3.9 of this document.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
4 One (1) additional hardcopy of the completed Proposal document submitted. (NOTE - One (1) hardcopy is mandatory).	Preferred	Yes <input type="checkbox"/> No <input type="checkbox"/>

WSIB and Insurance Acknowledgement

By signing below, I _____, acknowledge that
Name of individual

_____ has the ability to provide the requested WSIB, or proof
Name of company

of exemption of coverage, and Insurance certificate(s) in accordance with this Proposal document.

 Signature

 Date

APPENDIX "B"
Equipment Availability and Project Deadline
****MANDATORY COMPLETION****

10 Points

It is the Township's intention to have the playground equipment and surface area installed and completed in 2017.

Proponents shall provide playground equipment that is in stock and/or readily available in order to complete the project no later than December 22, 2017.

Specification	Mandatory/ Optional	Proponent's Compliance (see also Acknowledgement below)
Ability to provide requested playground equipment that is in stock OR Earliest Date Available: _____	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
Ability to complete the project no later than December 22, 2017.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>

By responding yes to both questions in this appendix and by signing below, I
 _____, acknowledge that

Name of individual

_____ has the ability to provide the requested

Name of company

playground equipment that is in stock and/or readily available in order to complete the project no later than December 22, 2017.

 Signature

 Date

APPENDIX “C”

Detailed Criteria

****MANDATORY COMPLETION****

2 Points for each mandatory item for a total of 48 Points

The intent of this project is to create a play space that is inclusive and accessible to current industry standards. The new play space will be a key part of the play environment that is being created at Rotary Park. As such, the space shall:

Specification		Mandatory/ Optional	Alternative Permitted	Proponent’s Compliance	Comments
1	Foster the full development of the child’s motor, sensory and social skills.	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	
2	Provide excitement and challenge.	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	
3	Provide for and encourage a full range of play activities: i) Quiet and passive, ii) Active and physical: running, crawling, climbing, sliding, swinging, balancing, iii) Social, iv) Imaginative, v) Solitary to group.	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	
4	Provide good “flow” between play components.	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	
5	Provide a place for gathering and conversation.	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	
6	Be constructed primarily of modern playground materials and NOT wood.	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	
7	Consideration of colour patterns that are consistent throughout the space and structures.	Mandatory	Yes	Yes <input type="checkbox"/> No <input type="checkbox"/>	
The following standards and design requirements shall be addressed within the design of the proposed play space:					
8	The equipment, materials, design, layout and entire space shall be IPEMA CERTIFIED to recent CAN/CSA-Z614 standards – National Standard of Canada (approved February 2015).	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	
9	All aspects of the play space shall conform to the Accessibility for Ontarians	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	

	with Disabilities Act, 2005. Ontario Regulation 191/11 – Integrated Accessibility Standards for Outdoor Play Spaces. Section 80.18 and 80.20.				
10	The equipment, materials, design, layout and entire space shall conform to Annex H of the CAN/CSA-Z614 – Children’s play spaces and equipment that are accessible to persons with disabilities.	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	
11	Both accessible ‘Ground Level Play Components’ and accessible ‘Elevated Play Components’ shall be included in the proposal with the elevated play components making up a portion of the main composite play feature and being connected to the ground by a ramp in at least one location. It is desired that transfer stations are not used as the sole accessible access to the elevated play features.	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	
12	Accessible play features are to be located in a manner that allows users to be inclusively involved in play with other users and not isolated to an area apart from the rest of the play features.	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	
13	The play space proposal will have components suitable for use for the 2yr-12yr age range categories.	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	
14	After installation, a ‘pre-use inspection’ is to be completed by a trained and certified playground inspector providing a written report to the Township indicating that the space has been inspected, meets the most current CAN/CSA-Z614 standards and is safe for use.	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	

Play space minimum requirements:

15	The proposed play space including all components, protective surfacing zones and no encroachment zones must fit within an area no larger than 100 ft. (30.5m) long by 65 ft. (19.8m) wide.	Mandatory	Yes	Yes <input type="checkbox"/> No <input type="checkbox"/>	
16	Surfacing is to be engineered wood fiber throughout the entire play space so as to allow uninterrupted access from one play structure to another.	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	
17	A 6" x 6" pressure treated timber retaining wall surrounding and securing the entire play surface area 12" above grade.	Mandatory	Yes	Yes <input type="checkbox"/> No <input type="checkbox"/>	
18	Six (6) single axis swings, two of which are to be of accessible swing seat design, 2 of which are to be enclosed or 'bucket' seats and two of which are to be regular swing seats.	Mandatory	Yes	Yes <input type="checkbox"/> No <input type="checkbox"/>	
19	A main composite play structure which incorporates multiple play features within it.	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	
20	Two spring toys which are designed to be accessible and, if budget allotment allows, to be usable by more than two users at a time.	Mandatory	Yes	Yes <input type="checkbox"/> No <input type="checkbox"/>	
21	A double slide so as to allow a user to slide alongside a caregiver or friend.	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	
22	A climbing component.	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	
23	Upper body equipment.	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	
24	A sliding pole.	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	

APPENDIX "D"
Experience, References & Contingencies
****MANDATORY COMPLETION****

Three (3) references and a contingency plan **must** be provided in the table below for the purpose of assessing the Proponent's ability and experience.

The Proponent **shall also submit, with this document**, a brief **summary** that outlines and defines their technical competence, experience on similar projects, proven performance, and availability of dedicated experienced personnel for the duration of the project, ability to perform within time constraints, location and/or local knowledge, professional independence/integrity and managerial ability.

A maximum of 22 Points may be awarded.

References	
1	<p>Reference No.1 Name: Contact Name & Title: Phone No.: Term of Contract: Nature of Contract:</p> <hr/> <p>Reference No.2 Name: Contact Name & Title: Phone No.: Term of Contract: Nature of Contract:</p> <hr/> <p>Reference No.3 Name: Contact Name & Title: Phone No.: Term of Contract: Nature of Contract:</p>
Contingency Plan	
2	<p><i>Please provide details on a contingency plan to be implemented by the Successful Proponent in the event of service and/or delivery disruptions due to emergency situations i.e. Spills, fire or other potentially hazardous occurrences.</i></p>

APPENDIX "E"
Suppliers & Subcontractors
****MANDATORY COMPLETION****

Please provide information on the suppliers and/or subcontractors as it will apply to your Proposal submission. If there are none, please submit N/A.

Suppliers
Supplier No.1 Name: Contact Name & Title: Address: Phone No.: Nature of goods/services supplied:
Supplier No.2 Name: Contact Name & Title: Address: Phone No.: Nature of goods/services supplied:
Contractors
Subcontractors No. 1 Name: Contact Name & Title: Address: Phone No.: WSIB: Insurance: Nature of Work to be Subcontracted:
Subcontractors No. 2 Name: Contact Name & Title: Address: Phone No.: WSIB: Insurance: Nature of Work to be Subcontracted:

APPENDIX "F"

Proponent Information

****MANDATORY COMPLETION****

Information provided must be legible and made in a non-erasable medium.

	Proponent's Contact Individual	
	Office Phone #	
	Toll Free #	
	Cellular #	
	Fax #	
	E-mail address	
	Website	
	HST Account #	
	1 st Emergency Contact Name	
	1 st Emergency Contact Phone #	
	2 nd Emergency Contact Name	
	2 nd Emergency Contact Phone #	

APPENDIX "G"
Declaration Form

****MANDATORY COMPLETION****

For the provision of:	Replacement of the Rotary Park Playground and Play Surface Area
As supplied by:	_____
	Firm Name

	Mailing Address City Prov. Postal Code

To:	Township of Minden Hills 7 Milne Street, PO Box 359 Minden, ON K0M 2K0
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The Proponent Declares:

1. No person(s), firm or corporation, other than the Bidder, has any personal interest in this Proposal or in the award for which this Proposal is made;
2. No member of Council, no officer or employee of the Township is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or in any portion of the profits thereof, or in any of the monies to be derived, there from;
3. This Proposal submission is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a Proposal submission for the same and is in all respects without collusion or fraud;
4. By signing this submission, I confirm I have read and understood the content and requirements of this Proposal document.

LOWEST OR ANY PROPOSAL NOT NECESSARILY ACCEPTED

Dated at _____ this _____ day of _____, 2017

PRINT NAME OF WITNESS

PRINT NAME OF BIDDER

SIGNATURE OF WITNESS

SIGNATURE OF BIDDER

By my signature, I hereby confirm I am a principal, or have been duly authorized by the principal/board, to sign on behalf of the above named.

APPENDIX “H”
Accessibility Regulations for Contracted Services

****MANDATORY COMPLETION****

In accordance with *Ontario Regulation 429/07, Accessibility Standards for Customer Service Sect. 6*, every provider of goods and services shall ensure that every person who deals with members of the public or participates in the developing of the service providers policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained on the following:

1. How to interact and communicate with persons with various types of disability
2. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person
3. How to use equipment that is available on the premises that may help in the provision of goods or services
4. What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services
5. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities.

Contracted employees, third party employees, agents and others that provide customer service on behalf of Township of Minden Hills must meet the requirements of Ontario Regulation 429/07 with regard to training.

Accessibility Training:

[The Accessibility for Ontarians with Disabilities Act, 2005 \(AODA\)](#) [Accessibility Standard for Customer Service](#) (ASCS) and the [Integrated Accessibility Standards Regulation](#) (IASR) requires all contractors and their employees who provide goods, services or facilities on behalf of the Township to receive training on these standards and on the Human Rights Code as they pertain to persons with disabilities.

The online [Serve-Ability](http://curriculum.org/sae-en/) (<http://curriculum.org/sae-en/>) e-course includes the Province's ACSC and IASR training. It is easily available to contractors for free.

Training Records:

Contractors must keep records of all training, including dates when training was provided, the number of employees who received training and individual training records for their business. Contractors are required to make this information available to the Township and/or the Province upon request.

Accessible Procurement:

Under the General Requirement of the IASR, the Township is required to incorporate accessibility criteria, features and designs when procuring or acquiring goods, services, self-service kiosks or facilities, including written materials, web content and the delivery of

programs, except where it is not practicable to do so. Contract specifications and evaluation include these criteria, features and designs where applicable.

More information on these subjects can be found on our website at www.mindenhills.ca and can also be found from the Accessibility Standard for Customer Service and Integrated Accessibility Standards Regulation, through [AccessON](#), and available from the Ministry of Economic Development, Employment & Infrastructure's website – link provided below: (<http://www.mcass.gov.on.ca/en/mcass/programs/accessibility/ado.aspx>).

If you have questions please do not hesitate to contact your Contracting Authority.

Acknowledgement

I _____, confirm that I have read, understand and meet the requirements outlined in Appendix H - Accessibility Regulations for Contracted Services and the on-line Serve-Ability e-course.

I further agree that all required training information will be provided to the Township if requested.

Signature

Date

APPENDIX "I"
Health & Safety Declaration Form
****MANDATORY COMPLETION****

All work performed under this Contract must be carried out in accordance with the terms and conditions of the *Occupational Health & Safety Act, R.S.O. 1990*, as amended and any other applicable legislation.

Failure to comply with Safety Regulations, as set out above and in section 1.15 of this document, may result in the immediate cancellation of this contract.

I acknowledge that I understand my responsibilities under the *Occupational Health & Safety Act, R.S.O. 1990*, as amended, and agree that all workers under my employment will comply with this Act and all other applicable regulations.

Date

Proponent (please print)

Signature (Authorized Agent)

Company Name

APPENDIX "J"
Price, Delivery & Warranty Schedule
****MANDATORY COMPLETION****

1) Details of Goods/Services to be provided:		
<u>Proposal No. CSD 17-09:</u> Replacement of the Rotary Park Playground and Play Surface Area		
2) <u>Cost:</u> for the supply and installation of Playground Equipment and Play Surface area as specified herein.	Option A	Option B
Components:		
Playground Unit	\$	\$
Play Surface Area	\$	\$
Retaining Wall	\$	\$
Swings	\$	\$
Spring toys	\$	\$
H.S.T.	\$	\$
TOTAL COST	\$	\$
3) <u>Warranty Details:</u> (provide a brief statement of term and coverage for manufacturer's warranty if applicable. Additional material may be submitted separately.)		

Bidder: _____ **Date:** _____

Signature: _____

APPENDIX "K"
Guarantee of Performance/Cancellation of Contract
****MANDATORY COMPLETION****

Construction Type Services:

It is agreed by the Parties to the Contract that in case all the work called for under this Contract is not completed by the date specified, or as extended at the discretion of the Township, a loss or damage will be sustained by the Township. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss damage which the Township will suffer in the event of and by any reasons of such delay, the Parties hereto agree that the Successful Proponent will pay to the Township, the sum of **Five Hundred dollars (\$500.00)**, as liquidated damages for each and every calendar days delay in achieving completion of the work beyond the date prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Township, which will accrue during the period in excess of the prescribed date for completion.

The Township may deduct any amount under this paragraph from any monies that may be due or payable to the Successful Proponent on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or alternative that may be available to the Corporation.

Acknowledgement

I _____, confirm that I have read, understand and agree to the requirements outlined in Appendix K – Guarantee of Performance/Cancellation of Contract.

Signature

Date

APPENDIX "L"
Agreement Acknowledgement
MANDATORY COMPLETION

In the event that the Township of Minden Hills wishes to enter into a Contract Agreement with the Successful Proponent for the provision of the Replacement of Rotary Park Playground and Play Surface Area, upon final approval from Council.

The following Proposal document items will form part of the agreement document:

Contract Term, Proposal document including all appendices, Scope of Work, Health and Safety, Workplace Safety Insurance Board (WSIB), Insurance Requirements, Cancellation of Contract, Limited Liabilities, Protection of Work & Property, Regulation Compliance and Legislation, Accessibility, Assignment of Contract, Cancellation of Contract, Contract Liquidated Damages, Terms of Payment, Warranty, Appendices A, B, C, D, E, F, G, H, I, J, K & L.

The Successful Proponent hereby acknowledges, by signing below, that any information included in the Proposal submission, including the Proposal document, Form of Proposal, Appendices and/or other submission requirements, will become public information and form part of the completed Contract Agreement. The Township encourages the use of business/professional information only in all Proposal submissions. It is acknowledged that the agreement will be reviewed and agreed upon by both parties prior to signing.

In the event that a Contract Agreement is not required and your Proposal is accepted by Council and confirmed by a letter from the Township, the Proposal and the acceptance by Council shall constitute a binding contract between the Proponent and the Township, and the successful Proponent shall complete the work as described in accordance with the provisions, specifications and conditions outlined in the Proposal documents and shall be binding upon the heirs, executors, administrators, successors and assigns of the successful Bidder.

Acknowledgement

I _____, confirm that I have read, understand and agree to the requirements outlined in Appendix K – Agreement Acknowledgement.

Signature

Date

APPENDIX "M"

Contractor Performance Report



THE TOWNSHIP OF MINDEN HILLS
DEPARTMENT

CONTRACTOR PERFORMANCE REPORT

SECTION I: CONTRACTOR INFORMATION			SECTION II: PROJECT DATA			
TENDER NUMBER			TENDER TITLE			
CONTRACTOR			DESCRIPTION OF PROJECT			
ADDRESS	PHONE	PROMISED WORKING DAYS	ACTUAL WORKING DAYS	ACTUAL START DATE	ACTUAL COMPLETION DATE	
SITE SUPERINTENDENT			CONTRACT AWARD AMOUNT		CONTRACT COMPLETION AMOUNT	
BRIEF DESCRIPTION OF WORK:						

SECTION III: NUMERICAL RATING		RANKING KEY:	
A- Administration/Management/Supervision	RANKING		
1. Supervision and decision making, compliance with contract requirements		<p style="text-align: center;"><u>Below Standard Point Range: 1 to 5</u></p> <p>In order to achieve a below standard ranking, the Contractor will have, on several or repeated occasions, been in contravention of the requirements of the contract. For example, they may, on a regular basis, not follow the direction of the Township Inspector or fail to resolve issues brought forward to by the Township Inspector in a timely manner. They have on occasion been confrontational to the Township Inspector, Staff or disrespectful to the Public.</p> <p style="text-align: center;"><i>Any safety issues will be ranked below standard</i></p> <p style="text-align: center;"><u>Standard Point Range: 5 to 10</u></p> <p>A Standard Ranking means that the Contractor has fulfilled all of the duties and requirements of the contract in a timely and efficient manner. They follow the direction of the Township Inspector, appropriately and conscientiously. They are professional in all dealings with their staff, Township Staff and the Public. They resolve issues quickly and repetitive problems do not often occur. Their equipment and work methods are conducted safely.</p> <p style="text-align: center;"><u>Above Standard Point Range: 10 to 15</u></p> <p>This ranking is used when the contractor has exceeded expectations. When their work methods are above reproach and their dealings with public and staff are without issue.</p>	
2. Coordination and communication with own workers and subcontractors			
3. Submission of documents, reports, schedules, invoices			
4. Adequacy and timeliness and ability to maintain progress schedules			
5. Public safety and traffic control			
6. Compliance with WSIB provisions			
7. Maintenance of employee safety standards			
8. Coordination and cooperation with Inspector and Township Staff			
9. Compliance with Ministry of Labour regulations			
10. Relations with general public, other agencies & adjacent contractors			
TOTAL			
B - Quality of Work		<p style="text-align: center;"><u>Standard Point Range: 5 to 10</u></p> <p>A Standard Ranking means that the Contractor has fulfilled all of the duties and requirements of the contract in a timely and efficient manner. They follow the direction of the Township Inspector, appropriately and conscientiously. They are professional in all dealings with their staff, Township Staff and the Public. They resolve issues quickly and repetitive problems do not often occur. Their equipment and work methods are conducted safely.</p>	
1. Adherence to plans and specifications and requirements of the contract			
2. Standards of Workmanship ability to resolve issues			
3. Completion of final work and deficiencies			
TOTAL			
C - Progress of Work		<p style="text-align: center;"><u>Above Standard Point Range: 10 to 15</u></p> <p>This ranking is used when the contractor has exceeded expectations. When their work methods are above reproach and their dealings with public and staff are without issue.</p>	
1. Completion of project within allotted time and budget			
2. Scheduling and execution of schedule, delivery of timely service			
3. Efficient delivery of materials and supplies and/or equipment			
4. Operation and use of equipment, attention to WSIB & MOL regulation			
5. Efficient use of personnel			
TOTAL			
D - Equipment		<p style="text-align: center;"><u>Above Standard Point Range: 10 to 15</u></p> <p>This ranking is used when the contractor has exceeded expectations. When their work methods are above reproach and their dealings with public and staff are without issue.</p>	
1. Condition, safety and reliability			
2. Maintenance, downtime due to maintenance issues			
TOTAL			
GRAND TOTAL (A+B+C+D)			
Overall Performance Rating: (Please circle)	Below Standard Points Totaling 20-120	Standard Points Totaling 121-220	Above Standard Points Totaling 221-300

APPENDIX "N"

Delivery Notice

****MANDATORY COMPLETION****

Complete and affix this delivery notice to your Proposal submission envelope.

**RFT No. CSD 17-09 Replacement of the Rotary Park
Playground and Play Surface Area**

Deliver To:

Township of Minden Hills
7 Milne Street, P.O. Box 359
Minden, ON
K0M 2K0

Attention: Shannon Prentice

Proponent's Company Name:

Received By: _____ at the Municipal Office,

On the _____ day of _____, 2017 at _____ am/pm

From: _____
(Name of Person or Organization Delivering Documents)

**THIS DELIVERY NOTICE IS TO BE AFFIXED TO THE OUTSIDE OF THE
SEALED SUBMISSION**