

TOWNSHIP OF SEVERN

# Request for Proposal



## COLDWATER PLAYGROUND

PW RFP 2019-006

Date Issued: 1/17/2019

Deadline for Questions: 4:00 PM 2/5/2019

Deadline for Proposals: 12:00 PM 2/12/2019

Township of Severn  
1024 Hurlwood Lane  
Orillia, ON

# CONTENTS

- CONTENTS..... 2
- OVERVIEW..... 4
- SECTION 1: Instructions to Respondents ..... 5
  - 1.1 Context..... 5
  - 1.2 Our timeline ..... 5
  - 1.3 How to contact us ..... 5
  - 1.4 Developing and submitting your Proposal..... 5
  - 1.5 Pricing Information ..... 6
  - 1.6 Address for submitting your Proposal ..... 6
  - 1.7 Our RFP Process Conditions ..... 6
  - 1.8 Later changes to the RFP or RFP process ..... 6
  - 1.9 Respondents Examination of Conditions ..... 7
  - 1.10 Required Information..... 7
  - 1.11 Site Meeting ..... 7
- SECTION 2: Our Requirements..... 8
  - 2.1 Scope of Work..... 8
  - 2.2 Measurements ..... 8
  - 2.3 Demolition ..... 8
  - 2.4 Site Preparation ..... 8
  - 2.5 FibarDrain or Approved Equivalent ..... 8
  - 2.6 FibarFelt or Approved Equivalent ..... 8
  - 2.7 FibarMat or Approved Equivalent..... 8
  - 2.8 Surface ..... 8
  - 2.9 Playground Unit ..... 9
  - 2.10 Other ..... 9
  - 2.11 Hours of Work ..... 10
  - 2.12 Insurance..... 10
  - 2.13 Indemnity ..... 10
  - 2.14 Occupational Health and Safety Act and WSIB ..... 10
  - 2.15 Accessibility..... 10
- SECTION 3: Our Evaluation Approach ..... 11
  - 3.1 Evaluation Model ..... 11
  - 3.2 Optional evaluation process and due diligence ..... 12
- SECTION 4: Our Proposed Contract ..... 12
  - 4.1 Proposed Contract ..... 12
- SECTION 5: RFP Process Conditions ..... 14
  - 5.1 Preparing a Proposal ..... 14
  - 5.2 Offer Validity Period..... 14

5.3	Deadline for Questions .....	14
5.4	Addenda .....	15
5.5	Submitting a Proposal .....	15
5.6	Alteration, Withdrawal of Proposals.....	15
5.7	Third Party Information .....	15
5.8	Verify, Clarify, and Supplement .....	16
5.9	Evaluation .....	16
5.10	Negotiations.....	16
5.11	Debriefing.....	16
5.12	Notification of Outcome .....	16
5.13	Issues and Complaints.....	17
5.14	Point of Contact .....	17
5.15	Conflict of Interest .....	17
5.16	Ethics .....	17
5.17	Costs of Participating .....	17
5.18	Ownership of Documents .....	18
5.19	Confidential Information.....	18
5.20	Municipal Freedom of Information and Protection of Privacy Act.....	18
5.21	Elimination .....	18
5.22	Reserved Rights and Privilege Clause .....	18
5.23	Interpretation and Governing law .....	19
5.24	Disclaimer.....	19
Appendices.....		20

# OVERVIEW

## What we need

The Township of Severn's Public Works Department is looking to replace the Coldwater Playground with a new creative play space. The Work is a design / build type project and will generally consist of design, supply, and install playground unit; remove existing sand under the playground unit and swing set, replace the sand with Engineered Wood Fibre (EWF); and provide borders for the entire play space. The Coldwater Playground is located at 11 Michael Anne Drive, Coldwater ON.

## What's important to Us

The Township is looking for credible suppliers who have the capability and experience to design, supply, and install the playground unit no later than **June 28, 2019**.

## Why should you bid?

This is an opportunity to provide the Township of Severn with your expertise in supplying a playground unit for ages 2-12.

## About the Township

The Township of Severn "Township" is a diverse blend of rural, small urban and vacation lifestyles. Founded on January 1, 1994 through the restructuring of Simcoe County, the Township is comprised of the former Village of Coldwater, Townships of Orillia and Matchedash, as well as portions of the former Townships of Tay and Medonte. The Township's current population is 13,477.

# SECTION 1: Instructions to Respondents



## 1.1 Context

- a. The Request for Proposal (RFP) is an invitation to suitably qualified suppliers to submit a Proposal for the Coldwater Playground.
- b. The RFP is a two-step, open competitive procurement process. The RFP sets out the step-by-step process and conditions that apply.
- c. Lowest or any Bid may not necessarily accepted.



## 1.2 Our timeline

- a. Here is our timeline for the RFP.

<b>Steps in RFP process:</b>	<b>Date:</b>
Deadline for Questions:	2/05/19
Deadline for Answers:	2/08/19
<b>Deadline for Proposals:</b>	<b>12:00 PM 2/12/19</b>
Unsuccessful Respondents Notifications:	3/01/19
Respondents Debriefs:	Week of 3/04/19
Anticipated Start Date:	5/01/19



## 1.3 How to contact us

- a. All enquiries must be directed to our Point of Contact listed below. We will manage all external communications through our Point of Contact.

Name: Patricia J. Harwood

Title/Role: Manager of Recreation & Facilities

Email address: pharwood@townshipofsevern.com



## 1.4 Developing and submitting your Proposal

- a. Take time to read and understand the RFP. In particular, develop a strong understanding of our Requirements detailed in Section 2.
- b. If anything is unclear or you have a question, ask us to explain. Please do so before the Deadline for Questions. Email our Point of Contact.
- c. Your Proposal should be submitted in a straight forward format with no more than twenty (20) pages excluding appendices. Please format your Proposal using the evaluation elements described in Section 3.
- d. The RFP is a “two envelopes” process. The first envelope must contain two (2) original hard copies of the Proposal; excluding detailed cost breakdown, delivered in a sealed opaque envelope with the provided Technical Submission Label firmly affixed. The second envelope must contain one (1) original hard copy of the Response Form and a detailed cost breakdown delivered in a sealed opaque envelope with the provided Financial Submission Label firmly affixed.

- e. The Response Form will be provided in a Fillable PDF document that you can download from the bidding system we used to release the RFP.
- f. Check that you have provided all information requested and sign the declaration at the end of the Response Form.
- g. Having done the work, don't be late. Please ensure you get your Proposal to us before the Deadline for Proposals!

## 1.5 Pricing Information

- a. Respondents must clearly state the Total Bid Price exclusive of HST on the Response Form.
- b. In addition to the Total Bid Price, Respondents shall provide in the financial portion of their Proposal, a detailed breakdown of the fees according to the major tasks of the work plan.
- c. Respondents are to consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in the Proposal to manage such risks and contingencies.
- d. Prices should be tendered in CAD. Unless otherwise agreed, the Township will arrange contractual payments in CAD.
- e. If a Respondent offers a price that is substantially lower than other Proposals (an abnormally low price), the Township may seek to verify with the Respondent that the Respondent is capable of fully delivering the intent of the project.



## 1.6 Address for submitting your Proposal

- a. Please send or deliver Proposal to the following address:
  - Mailing: P.O. Box 159, Orillia, Ontario, L3V 6J3
  - Courier: 1024 Hurlwood Lane, Severn, Ontario, L3V 0Y6
- b. Proposals sent by facsimile machine or electronic mail and submissions after the Deadline for Proposals will not be accepted.



## 1.7 Our RFP Process Conditions

- a. The RFP is intended to solicit non-binding proposals for consideration by the Township.
- b. In submitting a Proposal the Respondent agrees that their offer will remain open for acceptance by the Township for **45** days from the Deadline for Proposal.
- c. The RFP is subject to the RFP Process Conditions described in Section 5.



## 1.8 Later changes to the RFP or RFP process

- a. If, after publishing the RFP, we need to change anything about the RFP, RFP process, or want to provide additional information; we will publish addenda on the bidding system we used to release the RFP, typically no later than forty-eight (48) hours prior to Deadline for Proposals.
- b. Addenda, if required, shall hereby form part of the RFP documents.
- c. Respondents shall acknowledge receipt of any addenda on the location provided in the Response Form.

## **1.9 Respondents Examination of Conditions**

- a. Respondents shall visit the site(s) of the Work and carefully investigate all conditions potentially affecting the Work and how it is to be completed, with respect to site access, working area, storage areas, local features, including private property and utilities, as well as any other conditions that may influence the undertaking and/or pricing of the Work.

## **1.10 Required Information**

- a. Respondents shall include a full list of subcontractors in their Proposal, showing the value of work to be sublet to each.
- b. All warranties, specification sheets, and colour samples where applicable shall be included with the Proposal. Deficiency repair during the warranty period are to include labour and material at no additional expense to the Township.
- c. The proposal shall clearly indicate the number of weeks anticipated for delivery from the date of signed order.

## **1.11 Site Meeting**

- a. There will be no Mandatory Site Meeting.
- b. Respondents may undertake their own investigations as referenced in “Respondent’s Examination of Conditions”.

# SECTION 2: Our Requirements

## 2.1 Scope of Work

- a. This RFP relates to the purchase of a creative playground unit, replacement of the existing sand with Engineered Wood Fibre (EWF) and provide borders for the entire play space at 11 Michael Anne Drive, Coldwater ON. A map of the site and photos of existing equipment is available in Appendix 'A'
- b. To assist in establishing order of magnitude, the approved budget for this project is \$150,000.00 including applicable taxes and contingencies.
- c. The successful Respondent shall deliver at 11 Michael Anne Drive, Coldwater ON;

## 2.2 Measurements

- a. Approximate total area for both the playground unit and swing set is 55 feet x 80 feet.
- b. Approximate total area for playground only is 55 feet x 68 feet.
- c. Approximate total area for the swing set is 55 feet x 12 feet.

## 2.3 Demolition

- a. The successful Respondent will remove existing playground unit, re-cycle and/or haul to approved waste removal facility.
- b. The successful Respondent will remove existing sand under playground unit. Sand removal will be only from underneath and around support structure of existing swing set (installed 2011) to depth required for new surface material.
- c. The Township will provide a location for existing sand disposal. It is anticipated that the location for disposal will be approximately 25 km's from the site.

## 2.4 Site Preparation

- a. The subgrade material is to be compacted prior to the installation of the geotextile fabric.

## 2.5 FibarDrain or Approved Equivalent

- a. Minimum flow rate of 10 gpm/ft.
- b. Needle-punched 100% non-woven geotextile sleeve encasing a monofilament nylon mesh.
- c. Installed as per Manufacturer's Specifications.

## 2.6 FibarFelt or Approved Equivalent

- a. Felt shall be needle-punched 100% non-woven geotextile fabric that separates the Engineered Wood Fiber from existing soil below.
- b. Installed as per Manufacturer's Specifications.

## 2.7 FibarMat or Approved Equivalent

- a. Mats will be 3' x 3' x 1.5" with beveled edges (AODA compliant) on all sides where required.
- b. Installed as per Manufacturer's Specifications.

## 2.8 Surface

- a. The successful Respondent will remove existing sand and haul away to approved location.

- b. Protective surfacing to be Engineered Wood Fibre (EWF) or approved equivalent, and any matting.
- c. Requirements, to the depth required under CSA Z614-14 – Children’s Playspaces and Equipment and any Amendments thereafter. Drainage to be included.
- d. Recycled wood from used pallets shall not be accepted.
- e. Depth and quantity to conform to listed references.

## 2.9 Playground Unit

- a. Creative Playground Unit must not have; any wood components and no roof.
- b. Creative Playground Unit must have as a minimum; one slide, one climbing feature, one play panel at ground level that is accessible.
- c. Be appropriate for age group 2-12 years of age
- d. State play area capacity, elevated play activities and ground level play activities
- e. Meets CSA Standard: CSA Z614-14 and/or any amendments thereafter.
- f. Meets the Accessibility for Ontarians with Disabilities Act
- g. Meets International Play Equipment Manufacturer’s Association (IPEMA) Certification
- h. Meets the following ASTM Standards:
  - ASTM F1487.93 - Standard Consumer Safety Performance Specification for Playground Equipment for Public Use
  - ASTM F1292 - Attenuation of Surfacing Materials within the use of Zone of Play Equipment
  - ASTM F1951 - Accessibility of Surface Systems Under and Around Playground Equipment
  - ASTM F2075 – Engineered Wood Fibre for Use as a Playground Safety Surface Under and Around Playground Equipment
- i. Footings and Fastening details to be submitted. Direct buried or stringer installation.
- j. Playground unit drawings are to be in colour; layout showing CSA and AODA compliance, side views from each side of proposed unit and any/all pertinent information.
- k. Final Colours to be determined by the Township.
- l. Borders to be provided.
- m. Touch-up paint, additional hardware fasteners to be included for minor repairs.

## 2.10 Other

- a. Installation by successful Respondent.
- b. Expected delivery and install to be completed by **June 28, 2019** or sooner pending site conditions.
- c. Site visit is required to determine access to the property, layout and to obtain exact measurements of the area.
- d. Any and all construction materials to be re-cycled or taken to an approved waste removal facility.
- e. Rental of any or all equipment and certified operator to be included.
- f. Hoarding, signage of equipment and work area to be completed daily.
- g. Site visit is recommended to determine access to the property, layout and to obtain exact measurements of the area.

- h. Pricing includes post site clean-up to the satisfaction of the Township of Severn.
- i. The successful Respondent shall be responsible for obtaining locates (ON1Call).
- j. Signature of authorized person.
- k. The successful Respondent shall report any other repairs or abnormalities found on the project.

### **2.11 Hours of Work**

- a. Working hours are to be between 7:00 a.m. and 5:00 p.m., Monday through Friday.

### **2.12 Insurance**

- a. The successful Respondent shall take out and keep in force for the Contract period, a comprehensive policy of public liability and property damage insurance acceptable to the Township providing insurance coverage in respect of any one accident to the limit of at least \$2,000,000.00 exclusive of interest and cost, against loss or damage against bodily injury to, or death of one or more persons and loss of or damage to property and such policy shall name the Township of Severn as an additional insured thereunder and shall protect the Township against all claims for all damage or injury including death to any person or persons and for damage to any property of the Township or any other public or private property resulting from or arising out of any act or omission on the part of the successful Respondent or any of his servants or agents during the execution of the Contract.
- b. The Contractor shall forward a certified copy of the policy or certificate thereof to the Township upon acceptance of the Proposal, and shall include the Township of Severn as an "Additional Name Insured".
- c. The policy must contain a Cross Liability clause or endorsement and an endorsement to the effect that the policy or policies will not be altered, cancelled, or allowed to lapse without 30 days prior written notice to the Township.

### **2.13 Indemnity**

- a. The successful Respondent hereby indemnifies and save harmless the Township against any and all claims and/or liability arising out of any personal injury, death or property damage resulting from or arising out of any act or omission on the part of the successful Respondent or any of his servant or agents during the execution of the Contract including without limitation the cost of defending against such claims.

### **2.14 Occupational Health and Safety Act and WSIB**

- a. The successful Respondent will be required to sign a copy of the Township of Severn Contractor's Liability form. A copy of this form is available in Appendix 'B'.
- b. The successful Respondent shall furnish the Township with evidence from the Workplace Safety and Insurance Board stating that all dues and assessments payable under the Workplace Safety and Insurance Act with respect to his/her employees or operations has been complied with.
- c. Workplace Safety and Insurance Board coverage is required regardless if the Contractor is sole owner or operator.

### **2.15 Accessibility**

- a. The successful Respondent shall be compliant with the "Accessible Customer Service Standard" of Ontario Regulation 429/07 made under the "Accessibility for Ontarians with Disabilities Act" (AODA) 2005. Applicable policies and proof of employee training shall be provided upon request.

# SECTION 3: Our Evaluation Approach

## 3.1 Evaluation Model

- a. The **Technical** portion of the proposal should be submitted in a straight forward format with the evaluation criteria clearly identified to facilitate our review.
- b. The following evaluation criteria outline the area of importance that will be considered in determining the successful Respondent. Proposal submissions should satisfy all criteria points wherever possible. Respondents will be evaluated based on the following weighted evaluation factors:

Criteria	Description	Weighting
Mandatory	Proposal meets safety requirements of CSA Z614-14 and any amendments thereafter	Pass / Fail
Play Value: 30%		
Quality of Play	Degree of play element challenge, amount of attraction for range of abilities / age groups	10
Quantity of Play	Number of play elements and interactions	10
Variety of Play	Mix of motor and cognitive activities, differing degrees of motor challenges for range of abilities / age groups	10
Design: 25%		
Creativity	Originality in design and play elements	10
Accessibility	Integration of inclusive / accessible aspects with play elements	5
Visual Appeal	Suitability for surrounding community and degree of visual impact	5
Circulation Patterns	Opportunity for informal play on, around, or through play elements	5
Life Cycle Cost: 15%		
Materials	Vulnerability of play element material and design to repeated stress, environmental deterioration, vandalism, etc. LEEDS points if any.	10
Service Life	Number of years' service life expected before replacement	5
Fee Factor: 30%		

- c. The scoring system will be "points" assigned to each criteria component according to the degree (extent) to which the Proposal solution meets stated requirements. This is illustrated below:
  - 5 points: Fully Meets
  - 4 points: Meets, with minor gaps (no compromise required)
  - 3 points: Meets, with moderate gaps (some compromise required)
  - 2 points: Partially meets (significant gaps, compromise required)
  - 1 point: Does not meet

- d. The Fee Factor will be evaluated based on the lowest responsive fee. For example: Respondent 'A' is \$100,000, Respondent 'B' is \$120,000, and Respondent 'C' is \$200,000; their respective scoring would be as follows:
  - Respondent 'A' = 100% (5 Points)
  - Respondent 'B' = 83.3% (4.2 Points)
  - Respondent 'C' = 50.0% (2.5 Points)
- e. The successful Respondent will be selected based on the highest score.

### 3.2 Optional evaluation process and due diligence

- a. In addition to the above, we may undertake the following process and due diligence in relation to shortlisted Respondents. The findings will be taken into account in the evaluation process. Should we decide to undertake any of these we will give shortlisted Respondents reasonable notice.
  - other checks against the Respondent e.g. company website
  - interview Respondents
  - test products

## SECTION 4: Our Proposed Contract

### 4.1 Proposed Contract

- a. The following is the Proposed Contract that we intend to use for the purchase and delivery of the Requirements.
- b. The Response Form contains a section for you to accept the Proposed Contract in full.

#### FORM OF AGREEMENT

#### AGREEMENT FOR THE COLDWATER PLAYGROUND

THIS AGREEMENT (the "Agreement"), is effective as of the March XX, 2019

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF SEVERN** (the "Township")

AND:

\_\_\_\_\_ (the "Supplier")

WHEREAS:

- A. The Township issued **RFP** for the provision of **PW 2019-006 Coldwater Playground**.
- B. The Supplier was the successful Respondent and has agreed to provide the Requirements in accordance with the Contract.

NOW THEREFORE, in consideration of their respective agreements set out below, the parties covenant and agree as follows:

That, the Supplier for and in consideration of the payment specified in his Proposal for the Requirements, hereby agrees to furnish all necessary plant, labour and materials, except as otherwise specified, and to complete the said Requirements in strict accordance with the Contract Documents, all of which are to be read herewith and form part of this present Agreement as fully and completely to all intents and purposes as though all the stipulations thereof have been embodied therein.

The Supplier further agrees that he will deliver the whole of the Requirements completed in accordance with the Agreement.

IN CONSIDERATION WHEREOF, the Township agrees to pay to the Supplier for the Requirements, the stipulated lump sum or sums in the Proposal as enclosed herein. Holdbacks and Payment terms to be as stipulated in the Contract Documents.

THIS AGREEMENT SHALL, ensure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Supplier and on the heirs and successors of the Township.

IN WITNESS WHEREOF the parties hereto have executed the Agreement effective as of the date first written above.

**THE CORPORATION OF THE TOWNSHIP OF SEVERN**

**[INSERT LEGAL NAME OF SUPPLIER]**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Name:

Name:

Title:

Title:

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Name:

Name:

Title:

Title:

We have authority to bind the corporation.

I/We have authority to bind the corporation.

# SECTION 5: RFP Process Conditions

In managing this procurement the Township will endeavour to have open and honest dealings with everyone who is Involved in the process. For a full description of our Public Purchasing Code of Ethics, please refer to the Purchasing By-Law available at [www.townshipofsevern.com](http://www.townshipofsevern.com)



## 5.1 Preparing a Proposal

- c. By submitting a Proposal the Respondent accepts that it is bound by the RFP Process Conditions.
- d. Respondents are to use the Response Form provided and include all information requested by the Township in relation to the RFP.
- e. Respondents will:
  - consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in its Proposal to manage such risks and contingencies
  - document in its Proposal all assumptions and qualifications made about the delivery of the Requirements, including any assumption that the Township or a third party will deliver any aspect of the Requirements or incur any cost related to the delivery of the Requirements
  - if appropriate, obtain independent advice before submitting a Proposal
  - satisfy itself as to the correctness and sufficiency of its Proposal, including the proposed pricing and the sustainability of the pricing
- f. There is no expectation or obligation for Respondents to submit a Proposal in response to the RFP solely to remain on any prequalified or registered consultants list. Any Respondent on such a list will not be penalized for failure to submit a Proposal.

## 5.2 Offer Validity Period

- a. Proposals are to remain valid and open for acceptance by the Township for the Offer Validity Period.



## 5.3 Deadline for Questions

- a. Respondents shall examine the RFP and any documents referenced in the RFP and any other information provided by the Township. If there is any perceived ambiguity or uncertainty, Respondents should seek clarification before the Deadline for Questions.
- b. All requests for clarification must be made by email to the Point of Contact. The Township will endeavour to respond to requests in a timely manner, but not later than the Deadline for Answers, if applicable.
- c. If the Township considers a request for clarification to be of sufficient importance, the question and answer may be posted on the bidding system used to release the RFP. The Township will not disclose the Respondent's identity.
- d. Respondents must indicate any information that is commercially sensitive in its request for clarification. The Township will attempt not to publish such commercially sensitive information. However, the Township may modify a request to eliminate such commercially sensitive

information, and publish this and the answer where the Township considers it of sufficient importance.

#### 5.4 Addenda

- a. The RFP may be amended only by addenda. If the Township, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all Respondents by addenda. Each addendum forms an integral part of the RFP and may contain important information, including significant changes to the RFP.
- b. If the Township determines that it is necessary to issue an addendum after the Deadline for Answers, the Township may extend the Deadline for Proposals.
- c. Respondents are responsible for obtaining all addenda issued by the Township.



#### 5.5 Submitting a Proposal

- a. Respondents are responsible for ensuring that its Proposal is received by the Township at the correct address on or before the Deadline for Proposals. The Township will acknowledge receipt of each Proposal.
- b. The Township intends to rely on the Respondent's Proposal and all information provided by the Respondent (e.g. correspondence and negotiations). In submitting a Proposal and communicating with the Township, Respondents should check that all information it provides to the Township is true, accurate, complete and not misleading in any material respect.
- c. Where the Township requires the Proposal to be delivered in hard and soft copies the Respondent is responsible for ensuring that both the hard and soft copies are identical.
- d. Where the Township stipulates a "two envelope" process the following applies:
  - Respondents must ensure that all financial information and pricing components of their Proposal are provided separately from the remainder of their Proposal (i.e. separate sealed envelope and/or separate soft copy file)
  - the pricing information must be clearly marked 'Financial' to ensure that the pricing information cannot be viewed when the package containing the other elements of the Proposal is opened

#### 5.6 Alteration, Withdrawal of Proposals

- a. A Respondent who has already submitted a Proposal may submit a further Proposal at any time up to the Deadline for Proposals. The last Proposal received shall supersede and invalidate all Proposals previously submitted by that Respondent for the RFP.
- b. A Respondent may withdraw their Proposal by submitting a letter bearing signature provided the letter is received by the Township prior to the Deadline for Proposals.



#### 5.7 Third Party Information

- a. Respondents shall ensure that all references provided in its Proposal agree to provide a reference.
- b. The Township may collect additional information, except commercially sensitive pricing information, from any relevant third party (such as a reference or a previous or existing client not disclosed in the Proposal) and may use that information as part of its evaluation of the Respondent's Proposal.



## 5.8 Verify, Clarify, and Supplement

- a. The Township may, at any time, request written verification / clarification or the submission of supplementary written information from any Respondent or third party and incorporate any such information into the evaluation of the Respondent's Proposal.



## 5.9 Evaluation

- a. The Township may convene an evaluation panel comprising members chosen for their relevant expertise and experience. In addition, the Township may invite independent advisors to evaluate any Proposal, or any aspect of any Proposal.
- b. The Township may assess a Respondent's Proposal on the basis of financial analysis determining the actual cost of the Proposal when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established).
- c. In its evaluation of the Proposal, the Township may take into account any of the following additional information:
  - the results from reference checks, site visits, product testing and/or any other due diligence
  - any matter that materially impacts on the Township's trust and confidence in the Respondent
  - any relevant information that the Township may have in its possession



## 5.10 Negotiations

- a. The Township may invite a Respondent to enter into negotiations with a view to contract. Where the outcome is unsatisfactory the Township may discontinue negotiations with a Respondent and may then initiate negotiations with another Respondent.
- b. The Township may initiate concurrent negotiations with more than one Respondent. In concurrent negotiations the Township will treat each Respondent fairly, and:
  - prepare a negotiation plan for each negotiation
  - advise participating Respondents that concurrent negotiations will be carried out
  - hold separate negotiation meetings with participating Respondents



## 5.11 Debriefing

- a. Respondents may request a debriefing after receipt of a Notification of Outcome. All requests must be by email to the Point of Contact and must be made within thirty (30) days of such notification.
- b. Debriefing may be provided by letter, email, phone or at a meeting. The intent of the debriefing is to aid the Respondent in presenting a better Proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.



## 5.12 Notification of Outcome

- a. The Township will inform all unsuccessful Respondents of the name of the successful Respondent, if any, no later than thirty (30) days after the date the Agreement is executed.

- b. The Township may make public the name of the successful Respondent and any or all unsuccessful Respondents. Where applicable, the Township will publish an Award Notice on the bidding system used to release the RFP.



### 5.13 Issues and Complaints

- a. A Respondent may, in good faith, raise with the Township any issue or complaint about the RFP, or the RFP process at any time.
- b. The Township will consider and respond promptly and impartially to the Respondent's issue or complaint. Both the Township and Respondent agree to act in good faith and use their best endeavours to resolve any issue or complaint that may arise in relation to the RFP.



### 5.14 Point of Contact

- a. All enquiries regarding the RFP must be directed by email to the Point of Contact. Respondents must not directly or indirectly approach any representative of the Township, or any other person, to solicit information concerning any aspect of the RFP.
- b. Only the Point of Contact is authorized to communicate with Respondents regarding any aspect of the RFP. The Township will not be bound by any statement made by any other person.
- c. The Township may change the Point of Contact at any time. The Township will provide notification by way of addenda.
- d. Where a Respondent has an existing contract with the Township then business as usual communications will continue. Respondents must not use business as usual contacts to lobby the Township, solicit information, or discuss aspects of the RFP.

### 5.15 Conflict of Interest

- a. Respondents must complete the Conflict of Interest declaration in the Response Form and must immediately inform the Township should a Conflict of Interest arise during the RFP process. A material Conflict of Interest may result in the Respondent being disqualified from participating further in the RFP process.

### 5.16 Ethics

- a. Respondents must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of the Township in relation to the RFP.
- b. Respondents must not engage in collusive, deceptive or improper conduct in the preparation of their Proposal or in any discussions or negotiations with the Township.
- c. Such unethical behaviour will result in the Respondent being disqualified from participating further in the RFP process.
- d. The Township reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Respondents to the appropriate authority and to give that authority all relevant information.

### 5.17 Costs of Participating

- a. Respondent will bear its own costs associated with the preparation and presentation of its Proposal and any negotiations.

## 5.18 Ownership of Documents

- a. All documents forming the Proposal will, when delivered to the Township, become the property of the Township. Proposals will not be returned to Respondents at the end of the process.
- b. Ownership of Intellectual Property rights in the Proposal remain the property of the Respondent or its licensors. However, the Respondent grants to the Township a non-exclusive, non-transferable, perpetual license to retain, use, copy and disclose information contained in the Proposal for any purpose related to the RFP process.



## 5.19 Confidential Information

- a. The Township and Respondent will each take reasonable steps to protect Confidential Information.
- b. The Township and Respondent may each disclose Confidential Information to any person who is directly involved in the RFP process on its behalf, such as officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors, but only for the purpose of participating in the RFP.

## 5.20 Municipal Freedom of Information and Protection of Privacy Act

- a. Respondents are advised that the Township is governed by Ontario's Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA") and information submitted to the Township in response to the RFP may be subject to disclosure under MFIPPA. Respondents should identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Township and is advised to consult with their own legal advisors regarding the appropriate way to identify such information.
- b. The Township will make reasonable efforts to safeguard confidential information, subject to its disclosure requirements under MFIPPA or any disclosure requirements imposed by law or by order of a court or tribunal.
- c. Respondents are advised that their Proposal will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Township to advise or assist with the RFP process, including the evaluation of the Proposal.



## 5.21 Elimination

- a. Bid irregularities will be addressed in accordance with the Purchasing By-Law available at [www.townshipofsevern.com](http://www.townshipofsevern.com). Refer to Schedule C - Bid Irregularities.
- b. The Township may exclude a Respondent from participating in the RFP if the Township has evidence of any of the following, and is considered by the Township to be material to the RFP:
  - the Respondent has made a false declaration
  - there is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent
  - there is a performance issue in a historic or current contract delivered by the Respondent
  - the Respondent is in bankruptcy, receivership or liquidation



## 5.22 Reserved Rights and Privilege Clause

- a. The Township reserves the right to accept or reject any and all Proposals, in whole or in part.

- b. The Township reserves the right to neither accept nor award to any Respondent, inclusive of its sub-contractor(s), a Contract with who the Township is in litigation.
- c. The Township reserves the right to cancel the RFP process at any stage and/or issue a new RFP for the same or similar deliverables.
- d. The Township reserves the right to make any material change to the RFP (including any change to the timeline, Requirements or Evaluation Approach) on the condition that Respondents are given a reasonable time within which to respond to the change.
- e. The Township reserves the right to waive formalities and accept Proposals that substantially comply with the requirements of the RFP, if in the opinion of the Township, the non-compliance does not affect the Proposal in any material way.
- f. These reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.



### 5.23 Interpretation and Governing law

- a. The RFP Process Conditions are intended to be interpreted broadly and independently with no particular provision intended to limit the scope of any other provision.
- b. The RFP Process Conditions are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Township.
- c. The RFP process is to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.



### 5.24 Disclaimer

- a. The Township will not be liable in contract, tort, equity, or in any other way whatsoever for any direct or indirect damage, loss or cost incurred by any Respondent or any other person in respect of the RFP process. Particularly with respect to the award of a contract, failure to award a contract or failure to honour a Proposal submitted in response to this RFP.
- b. This RFP process is not intended to create and will not create a formal, legally binding procurement process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation; this RFP will not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract.
- c. Nothing contained or implied in the RFP, RFP process, or any other communication by the Township to any Respondent shall be construed as legal, financial or other advice.

Appendix 'A'







## OCUPATIONAL HEALTH AND SAFETY PROGRAM

Form No.:	2D	EFFECTIVE DATE:	July 2011
Form Name:	Contractor Health & Safety Responsibility Agreement	REVISION DATE:	April 2016

### CONTRACTOR HEALTH and SAFETY RESPONSIBILITY AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between \_\_\_\_\_ (the "Contractor"), and THE CORPORATION OF THE TOWNSHIP OF SEVERN (the "Township").

IN CONSIDERATION of the sum of two (\$2.00) dollars paid by each of the parties to the other (the receipt of which is acknowledged by each party) the parties covenant and agree as follows:

1. The Contractor shall employ only orderly, trained, competent and skillful people to do the work and the Contractor's employees shall be fully covered under the Workplace Safety and Insurance Act by the Contractor and shall provide an up-to-date Clearance Certificate from the Workplace Safety and Insurance Board. All subcontractors must be approved in writing by the Township before commencing any work and the Contractor is responsible for ensuring that their employees comply with terms of this Agreement.
2. The Contractor acknowledges and accepts all risk arising or pertaining to the ownership, possession, use or operation of its equipment in completing its services, whether in whole or in part, whether directly or indirectly, by an act or omission or negligence of the Contractor, or for those whom it is in law responsible.
3. The Contractor shall indemnify and save harmless the Township from any and all claims, demands, actions, losses or property damage arising directly or indirectly from the ownership, possession, use or operation of its equipment in completing its services, whether in whole or in part, whether directly or indirectly, by an act or omission or negligence of the Contractor, or for those whom it is in law responsible. Contractor shall protect and hold Township harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by Township in connection with such litigation. The indemnities contained in this Agreement shall not be prejudiced by and shall survive the termination of this Agreement.
4. Contractor shall, during any time in which it is providing services to the Township take out and keep in full force and effect property damage and public liability insurance in which the limits of public liability and property liability shall not be less than two million (\$2,000,000) dollars per occurrence, the whole at the Contractor's sole cost and expense. All policies shall be written with insurance companies qualified to do business in the Province of Ontario and shall name the Township as an additional insured and a certificate acknowledging same must be provided to the Township.
5. The Contractor shall abide by and shall ensure that each of the Contractor's employees and sub-contractor's employees (if applicable) abide by the Occupational Health and Safety Act of Ontario and regulations. The Contractor will also be able and willing at such times as recommended by the Township to provide additional precautions as deemed necessary by the Township for safe-guarding employees and equipment. The Contractor further acknowledges and agrees that any violation of Safety rules or regulations is justification for the immediate termination of its Contract with the Township, without any further obligation on the part of the Township.



## OCCUPATIONAL HEALTH AND SAFETY PROGRAM

<b>Form No.:</b>	<b>2D</b>	<b>EFFECTIVE DATE:</b>	<b>July 2011</b>
<b>Form Name:</b>	<b>Contractor Health &amp; Safety Responsibility Agreement</b>	<b>REVISION DATE:</b>	<b>April 2016</b>

### CONTRACTOR HEALTH and SAFETY RESPONSIBILITY AGREEMENT

6. The Contractor shall, at its own expense, obtain and maintain in good standing all permits and licenses required by any authorities having jurisdiction over the business of the Contractor. The Contractor shall also comply with all federal, provincial and municipal governmental laws and regulations which are applicable to its business, and in particular, those affecting health and safety, workers' compensation and environmental matters.
7. This Agreement shall be constructed and enforced in accordance with the laws of the Province of Ontario and the parties agree to attorn to the jurisdiction of the Courts of that Province.
8. This Agreement embodies the entire agreement of the parties with regard to the matter herein, and no other agreement shall be deemed to exist, except as entered into in writing by both parties to this Agreement.
9. The Contractor shall not assign this Agreement or any part of it and may not employ or retain anyone as a subcontractor or otherwise, to perform any part of its obligations under this Agreement without the prior written consent of the Township.
10. No contracted work offers will be granted by the Township unless this Agreement terms and conditions are fully accepted and agreed upon by the parties to the satisfaction of the Township.

Accepted this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**CONTRACTOR**

**THE CORPORATION OF THE TOWNSHIP OF SEVERN**

by: \_\_\_\_\_  
(authorized signing officer)

by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

Witness: \_\_\_\_\_  
(witness required if Contractor is not a Corporation)