



Corporation of the City of
NEW WESTMINSTER

REQUEST FOR PROPOSAL

NWRFP-11-32

Hume Park Playground Upgrade

On Site Orientation/Information Meeting

Thursday, September 29, 2011
Playground Site Upper Hume Park
525 Kelly Street, New Westminster
9:00 am, Local Time

Closing Time:

Tuesday, October 25, 2011
3:00 PM, Local Time, Vancouver BC

Closing Location:

Main Reception Desk
City of New Westminster
511 Royal Avenue,
New Westminster, BC, V3L 1H9

Further requests for information :

Purchasing: Heather Rossi

Intermediate Buyer
Telephone: 604-515-3781
Facsimile: 604-527-4509
Email: hrossi@newwestcity.ca

COMPANY NAME			
Address:			
(including Postal Code)			
Contact Name:			
Telephone number:			
Facsimile number:		Email:	
Signature: by officer with express authority to enter into contract			Dated

CORPORATION OF THE CITY OF NEW WESTMINSTER

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CORPORATION OF THE CITY OF NEW WESTMINSTER**1.0 DEFINITIONS**

“Services Agreement” “Agreement” “Contract” means the contract for services that will be issued to formalize with the successful Proponent through negotiation process with the City based on the proposal submitted and will incorporate by reference the Request for Proposals, any addenda issued, the Proponent’s response and acceptance by the City.

“City” “Owner” means City of New Westminster.

“Consultant” “Contractor” “Project Manager” means the person(s) firm(s) or corporation(s) appointed by the City to carry out all duties, obligations, work and services first contemplated in the Request for Proposals and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both **“Consultant” “Contractor” “Project Manager”** and **“Proponent”** are complimentary in terms of duties, obligations, and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution, and performance of the Project Management Services.

“Proponent” means responder to this Request for Proposals.

“Proposal” means the submission by the Proponent.

“RFP” “Request for Proposals” shall mean and include the complete set of documents, specifications, drawings, and addenda incorporated herein, and included in this Request for Proposals.

“Services” means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP.

“Supply” “Provide” shall mean supply and pay for, and provide and pay for.

“Shall” “Must” “Will” “Mandatory” mean a requirement that must be met.

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2.0 PROPOSAL INSTRUCTIONS

One (1) electronic and three (3) hard copies of the Proposal (only one colour copy required), including one signed and initialled copy of this Request for Proposal, are to be submitted and clearly marked on the outside envelope or box as follows:

NWRFP-11-32 Hume Park Playground Upgrade

The City of New Westminster will receive Proposals at the location and time indicated on the title page of this Request for Proposal. The clock at the MAIN RECEPTION DESK is the official clock.

It is the Proponent's responsibility to ensure that the City receives its Proposal **prior** to the stated Closing Time. The City does not accept facsimile, electronic mail, or other unsealed submissions. The City **will not consider** late proposals.

It is the responsibility of each proponent to seek clarification on any matter relating to this proposal. Requests for clarification must be made in writing to Heather Rossi, Intermediate Buyer, City of New Westminster, email: hrossi@newwestcity.ca.

The City will respond to enquiries that it considers relevant to this RFP, which the City will determine in its sole discretion. The City or Purchasing Manager will only respond to those written queries received at least ninety-six (96) hours prior to the Closing Date and Time.

The City's representative will not answer enquiries directly. The City will record enquiries and post replies on the City's website at [City of New Westminster | Bid Opportunities | Business | Request for Bids & Proposals - Open](#) along with any additional information and addenda to this RFP.

It is solely the responsibility of the Proponent to check the City's [website](#) regularly for all information related to this RFP. The Proponent shall acknowledge any Addenda in its Proposal. Failure to acknowledge any Addenda may result in disqualification of the Proponent.

The City accepts no responsibility for any information provided by its employees or agents that is not in writing in accordance with this section. The City cautions Proponents that information obtained from any other source is not official and may be inaccurate.

Proposals shall be irrevocable for a period of sixty (60) from date of closing. Successful Proposals submitted may become part of contracts for services. The Proponent has not nor will not copyright the Proposal and offers it for any purposes of the City.

3.0 MANDATORY INFORMATION MEETING

The City has arranged a Mandatory Information Meeting and Site Viewing for all Proponents on **Thursday, September 29, 2011 at 9:00 am at Playground Site Upper Hume Park, 525 Kelly Street, New Westminster.**

To be eligible to submit a Proposal for this RFP, Proponents must attend the Mandatory Information Meeting. **Failure to attend the Mandatory Information Meeting will result in disqualification of the Proponent.**

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4.0 INTRODUCTION

The City is inviting interested companies or “supplier/installer teams” to submit a proposal for the removal of existing playground equipment, including disposal, full replacement including design, supply, and installation of New Playground Equipment in Upper Hume Park in New Westminster, as described in this Request for Proposal Document.

5.0 KEY CONTENT

The following are considered key content that should be included as part of the Proponent’s submitted Proposal. The City may not consider any Proposal that does not include all of the key content.

1. a brief outline of the Proponent’s understanding of the project;
2. a work plan approach and methodology to successfully accomplish this assignment;
3. the cost to complete the project with an explanation of basis of the fee proposal;
4. an estimate of project related disbursements; the Proponent may not add overhead costs to disbursements;
5. the names of three references of clients who have undertaken similar work. The City may contact the references to assess the performance of the Proponent;
6. a statement of commitment to undertake the project, provide the staff, and support necessary to complete the project on time and on budget. The City is seeking the services of a playground supply and installation firm/team that can start immediately upon contract award.

6.0 ADDENDA

- 6.1 Should addenda to the Request for Proposal documents be required for any reason, it is the City’s intention not to issue addenda during a period three (3) days prior to the Proposal Closing date and time.
- 6.2 Proponents are responsible for checking the City’s website for any addenda or other information relating to this Request for Proposal.
- 6.3 All Addenda become part of the Proposal documents. Proponents are responsible for including any adjustment costs in their Proposal. The Proponent must acknowledge receipt of any Addenda in their Proposal.
- 6.4 Failure to acknowledge any Addenda may result in disqualification of the Proponent.

7.0 GENERAL CONDITIONS

7.1 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

All documents submitted to the City of New Westminster become the property of the City, and as such, the City advises Proponents that parts, or all, of their Proposals may be subject to the provisions of British Columbia's *Freedom of Information and Protection of Privacy Act (FOIPP)* and *Community Charter*. Proponent’s who wish to ensure particular parts of their Proposals are protected from disclosure under the FOIPP Act should specifically identify any information or records provided with their proposals that constitute a) trade secrets, and b) that are supplied in confidence, and c) the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing categories may be subject to disclosure to third parties. Please refer to the Freedom of Information and Protection of Privacy Act for further information.

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7.2 OWNERSHIP OF PROJECT DOCUMENTATION

All proposals submitted and subsequent related documents and information shall remain the property of the City of New Westminster and shall be provided to the City at any time during the Project and within a period of two (2) years after completion of the Project.

7.3 CONFIDENTIALITY OF CITY INFORMATION

Proponents must not disclose any information acquired about the City during this RFP process unless authorized in writing by the City, and this obligation will survive the termination of this RFP process. The awarding of any contract or the reaching of any agreement for the provision of services to the City will not permit any Proponent to advertise a relationship with the City without the City's prior written authorization.

7.4 PROPONENT'S EXPENSES

Proponents shall be solely responsible for their own expenses in preparing a proposal and subsequent negotiations with the City, if any. If the City elects to reject all proposals, the City will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

7.5 LIMITATION OF DAMAGES

Further to the preceding section, the Proponent, by submitting a proposal, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

7.6 ACCEPTANCE OF PROPOSAL

The City reserves the right to accept or reject any or all proposals received in response to this RFP. The City is under no obligation to proceed with the RFP and, should it decide to abandon the same, it may, at any time, invite further Proposals for the provision of the Services or enter into discussions or negotiations with any party of the provision of such services.

The City at its sole discretion, at any time, may choose to terminate this RFP process.

No contractual, tort, or other legal obligations are created or imposed on the City, or any other individual, officer or employee of the City by the RFP documentation or by submission or consideration by the City of any Proposal.

7.7 THE PROPONENT ACKNOWLEDGES AND AGREES THAT:

1. Other City officers (except those stated on the Title page), City employees and elected officials will not be contacted directly or indirectly regarding this Request for Proposal;
2. This RFP is not a call for Tenders but is intended to invite Proponents to submit detailed Proposals by which the City's objectives, as stated herein, can be met, following which the City will enter into further negotiations with the successful Proponent for the provision of the required services;
3. The City has the absolute right to accept or reject any Proposal for any reason, to negotiate with any Proponent or Proponents and to evaluate the Proposals in accordance with all information submitted by the Proponents and to abandon the RFP at any stage, for any reason;
4. There shall be no obligation on the part of the City of New Westminster neither to receive further information, whether written or oral, from any Proponent nor to disclose the nature of any Proposal received. If the City accepts a Proposal, following negotiations with the City, the Proponent will be required to execute a formal Contract to provide the services, in a form acceptable to the City;

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5. The City of New Westminster shall not be obligated in any manner whatsoever until a written agreement has been duly executed relating to an approved proposal.
6. In submitting a proposal, the proponent acknowledges and agrees that it has read, understood, and agreed to all terms and conditions described in the RFP and they have the necessary experience, skills, and ability to provide effectively the Services.

7.8 COMPLIANCE WITH LAWS AND REGULATIONS

Any successful Proponent must be prepared, at no extra cost, to give all the notices, and obtain all the licenses and permits required to provide the services in the City of New Westminster and to comply with all Federal Provincial and Municipal laws applicable to the services or the performance of the contract, including those of WorkSafe BC.

7.9 CLIENT / SERVICE AGREEMENT

The successful Proponent will be required to enter into a contract with the City of New Westminster, based on the Contract for Services attached in Appendix F.

7.10 SUBCONTRACT AND ASSIGNMENT

In the event of any proposed sub-contracting arrangement (which includes a joint Proposal submitted by two bodies having no formal corporate links), the responsibility for the submission of a Proposal, any subsequent negotiation, and the administration of any resulting contract for service will be that of the first Proponent named on the title page.

Under no circumstances may any part of an executed contract resulting from this Request for Proposal be sub-contracted or assigned to another firm, person, or company without the prior written authorization of the City of New Westminster.

7.11 INSURANCE

The successful Proponent will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Contract term, the following insurance with insurers licensed in British Columbia in forms acceptable to the City:

- a) Automobile Liability Insurance with a liability limit of two million dollars (\$2,000,000);
- b) Commercial Comprehensive General Liability Insurance protecting the City, for an amount of five million dollars (\$5,000,000) naming the City as additional insured;

7.12 PERMITS AND LICENSES

The successful Proponent is required to obtain a City of New Westminster Business license prior to commencement of work.

7.13 INDEMNITY

Notwithstanding the provision of insurance coverage by the City, the Consultant hereby agrees to indemnify and save harmless the City, its successor(s), assign(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions, and causes of action (collectively referred to as "claims") that the City may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Consultant, servant(s), agent(s) or employee(s) under this agreement, excepting always that this indemnity does not apply to the extent, if any, to which the claims are caused by errors, omissions or the negligent acts of the City, its other consultant(s), assign(s) and authorized representative(s) or any other person.

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7.14 ACTING IN CONFLICT

Any contract for service, which results from this RFP process, will include a term prohibiting the service provider(s) from acting for any party whose interests are in conflict with those of the City, unless specific prior waiver of that term has been given in writing by the City in each instance.

7.15 CONFLICT OF INTEREST

By submitting a proposal, the Proponent warrants that neither it nor any of its officers, directors, employees or subcontractors, has any financial or personal relationship or affiliation with any elected official or employee of the City of New Westminster or their immediate families which might in any way be seen or perceived (in the City's sole and unfettered discretion) to create a conflict of interest.

7.16 MEDIATION

The parties agree that, both during and after the performance of their responsibilities under the Service Agreement, each of them shall make bona fide efforts to resolve any disputes arising between them by amicable negotiations and provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate those negotiations.

The parties further agree to use their best efforts to conduct any dispute resolution procedures herein as efficiently and cost effectively as possible. The parties agree to attempt to resolve all disputes arising out of or in connection with this Service Agreement, or in respect of any legal relationship associated with it or from it by mediated negotiation with the assistance of a neutral person appointed by the British Columbia International Commercial Arbitration Centre administered under its Commercial Mediation Rules.

If the dispute cannot be settled within thirty (30) calendar days after the mediator has been appointed, or such other period agreed to in writing by the parties, the dispute shall be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to its rules. Place of arbitration shall be Vancouver, British Columbia, Canada.

7.17 FORCE MAJEURE

Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the first party's failure to perform, or, delay in performing, any of its obligations contained in this agreement where such failure or delay is caused by circumstances beyond the first party's control or which make performance commercially impractical including but not limited to labour disruptions, fire, flood, storm, or, other natural disaster, accident or governmental regulations, or, restrictions of any kind but excluding financial incapacity.

7.18 TERMINATION OR CANCELLATION

Either party may terminate or cancel the Services contract upon seven (7) days written notice. In the event of such termination or cancellation by either party, the successful Proponent shall, within the 60 day notice period, pass over all files to an alternate firm or firms as instructed by the City and shall, under the authority and direction of the City, provide all information and other information relating to the Services that may either be in privilege or held in files and shall not hinder the process of early settlement of or, resolution to, any outstanding matters concerning the Services.

7.19 LAW

The proposal and any resultant award shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed the proper law thereof.

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7.20 LITIGATION

In addition to any other provision of this RFP, the City may, in its absolute discretion, reject a proposal if the Proponent, or any officer or director of the proponent, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a proposal under this section, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its consultants and representatives and whether the City's experience with the proponent indicates a risk the City will incur increased staff and legal costs in the administration of the contract if awarded to the Proponent.

7.21 LIVING WAGE POLICY

Effective January 1, 2011, the City of New Westminster became a "Living Wage Employer". As such, the City has established a Living Wage Policy that requires all firms that are contracted by the City to provide services on City premises, to pay their employees, who perform said service on City property, a Living Wage as calculated by the Living Wage for Families Campaign. The figure for 2011 for the Lower Mainland is \$18.81, assuming no benefits are provided by the employer.

In order to determine an employee's hourly rate with benefits the Living Wage for Families has created a Living Wage Calculator to assist with this determination. Please access the following website to determine your compatibility. <http://livingwageforfamilies.ca/calculator/>

The City includes in all its competitive bid documents a Declaration referencing the City's expectations with regards to compliance of the Policy. **Completion and submission of the Declaration is required prior to Contract award**

In evaluating submissions, the City intends to rely on the Declaration provided by a Respondent and shall have no obligation or duty to investigate the truthfulness of the Declaration. Please review the City's Living Wage Policy for further information.

http://www.newwestcity.ca/business/living_wage_employer.php

8.0 BACKGROUND

8.1 The Parks, Culture and Recreation Department of the City of New Westminster is inviting interested companies or supplier/installer teams to submit a proposal for the removal of existing playground equipment, including disposal, full replacement including design, supply, and installation of New Playground Equipment in Upper Hume Park in New Westminster. The City is taking this approach as opposed to working directly with a specific playground design consultant, to encourage creative design proposals while adhering to the City's explicit criteria, specifications, and specific design guidelines. In doing so, the intent is to ensure as much of the allocated project funding as possible is put into the actual playground equipment. The playground was updated once prior in the past eight (8) years, and as such the equipment to be removed/replaced at this time is very target specific. A complete redesign is not required at this time. The City hopes that individual suppliers or teams can adequately complete the full scope requested herein.

8.2 The existing playground is located adjacent to an outdoor swimming pool, water splash park, tennis courts, lacrosse box and multi-use sports field area in upper Hume Park (see aerial photograph in Appendix A). The playground itself was last upgraded in spring 2003 when all but

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the existing swings and central “Play Tower Element” were replaced and upgraded within an overall redesign of the full play space. It is the Play Tower Element that this RFP is specifically now focussed on as it has become old, does not meet the current safety criterion and standards, and now offers limited play value while occupying a significant central portion of the main active play area for the 5-12 year old age grouping.

- 8.3** The design consultant for the last upgrade was the firm of Richard Findlay Landscape Architect Inc. The construction work was performed largely by the City’s own forces, with the aid of the main supplier of the prior equipment Habitat Systems Inc. Plans for the current layout as completed in 2003 are attached (Appendices C and D) and CADD format (Appendix E) will also be provided to the proponent’s to serve as base information for this scope requested herein.
- 8.4** As result of community consultation and end-user feedback reported directly to City staff, funding has recently been allocated to address the concerns of staff and users alike and should allow this central “landmark element” of the play space to be updated with a completely new play element(s). The hope is to provide a new landmark element or key identifier for the overall play space and assist in the general theme of the greater playground and park.

9.0 PROJECT BUDGET

- 9.1** The City has established a project budget for of \$100,000.00 inclusive of taxes. This budget amount includes demolition and removal of the existing structure, design of new element(s), supply and installation of new element(s), and any required works in the safety surface augmentation and access route remediation.

10.0 SUMMARY OF WORK

- 10.1** The successful Contractor will design, supply, and install the new playground element(s).
- 10.2** The successful Contractor will remove the existing play structure according to accepted methods.
- 10.3** The successful Contractor must salvage the following equipment from the demolition work planned to the Existing Tower and safely transported to the Queens Park Maintenance Yard – all costs to be borne by the proponents and included in their response to this RFP document.
- a) The stainless steel slide complete with any fastenings/anchoring posts and associated hardware;
 - b) The plastic tube slide complete with any fastenings/anchoring posts and associated hardware;
 - c) The mild steel rung ladder stairs and wooden side rails complete.
- 10.4** The safety surfacing “in-situ” is to remain. It can be stockpiled on site and is expected to be saved from any contamination as resulting from the proposed scope outlined in this RFP document. If proponents feel it is easier to remove and supply new safety surfacing, this will be allowed and all costs associated with removals and replacement shall be included in the RFP submission.

11.0 TECHNICAL SPECIFICATIONS FOR PLAY EQUIPMENT

- 11.1** Required Playground Equipment – the apparatus itself to replace the current ‘Play Tower’ must include multi-level decks, be as high as possible still meeting Canadian Safety Standards for fall height safety with no changes to current safety surfacing anticipated. If proponents need to increase fall safety height and resultant safety surfacing build-ups, **this must be clearly identified and fully covered in their response to the RFP.** The structure must have roofs of

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differing variety with play panels offering different play experiences and interesting overall aesthetics.

11.2 Age Target Requirements/Play Value:

- a) This structure is intended for the 5-12 year old age category. As such all aspects of this proposed apparatus/equipment must be targeted specifically for this age group;
- b) This equipment must offer a minimum of 15 different play “stations” or elements and play value is to be maximized. A written statement from the supplier on the offered play value must be included in the Response submission;
- c) This equipment must have 2 slides, one of which must be a “tube slide”;
- d) This equipment must have multiple climbers;
- e) This equipment must have balancing aspects;
- f) This equipment must have a variety of escape routes for imaginative play;
- g) This equipment must have a minimum of one overhead strength/grasp component, this element may also be a “stand alone” element;
- h) This equipment must have a minimum of one cargo net;
- i) This equipment must have a minimum of one slide pole;
- j) This equipment can be in several distinct pieces as long as it **all** fits within the current footprint allocated and delineated by the other surrounding play apparatus and meets the CSA layout standards.

11.3 Material Requirements

- a) The City prefers a wooden structure for this location but will not rule out any responses to this RFP as may be proposed with metal components. More important to the City is that the appropriate play value is fully maximized for the Budget outlined. The City is well aware of any potential long-range capital savings that metal components may offer over time and that metal components will likely have higher initial capital costs.

11.4 Vandalism

- a) The City has experienced vandalism on several playground sites in recent years. As result, the City requests proponents to address specifically how their proposed equipment is designed to minimize opportunities for vandalism. **A written statement from the supplier on the specific vandalism deterrents inherit in their proposed equipment must be included in the Response submission.**

11.5 Colours

- a) The City does not prefer any colours at this time. Selections will be made from the standard colour palette of the individual manufacturers proposed. Respondents are encouraged to review the Existing Playground and select/recommend their preferred colour theme with a statement of explanation. Proponents shall show clearly the preferred colour selections on any rendered drawing submissions.

11.6 Warranty

- a) Proponents must provide a full written warranty on complete supply and installation for a **minimum** period of two (2) years from date of completion/acceptance of full installation by City.

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12.0 APPLICABLE STANDARDS, CERTIFICATION AND TRAINING

- 12.1** All playground equipment must meet the Children’s Playspaces and Equipment Standard CAN/CSA-Z614-08 – a National Standard of Canada. The equipment should also comply with ASTM F1487-01 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.
- 12.2** A recognized and approved equipment manufacturer that is a member in good standing with IPEMA – The International Playground Equipment Manufacturers’ Association, shall manufacture all equipment.
- 12.3** Certified CPRA/CPSI qualified installers shall install all equipment. The City will request proof of certification from the successful proponent as a submittal upon award.
- 12.4** The proposed equipment shall be cognizant of the Children’s Playspaces and Equipment Standard CAN/CSA-Z614-08 – a National Standard of Canada-**Annex H (informative) on Access to Playspaces for Persons with Disabilities**. The City recommends that some of the equipment be accessible and requests Proponents to identify clearly all aspects of their proposed equipment that is compliant with this ‘informative’ to the Standard. Proponents are further asked to clarify any special measures undertaken to improve access and accessibility to their proposed equipment overall, within the site’s greater context.

13.0 MATERIALS AVAILABLE TO PROPONENTS

- 13.1** The City will provide the following information to the proponents:
- a) Appendix A – an aerial photograph providing immediate play area surrounds and context;
 - b) Appendix B – photographs of the Existing Tower Element with slides and platforms from several angles;
 - c) Appendix C – Existing Playground Layout Plan from 2002 as prepared by Richard Findlay Landscape Architect Inc. This is a construction document and not an “as-built” record drawing. As such, proponents are reminded to verify the accuracy of the document and make any changes necessary to reflect the true condition of the play space as it may be affected by the scope of this RFP document. The City makes no claims with respect to the accuracy of the information provided, and further it remains the sole responsibility of the individual proponents to reflect the existing conditions accurately, so as to fully describe and execute their proposed equipment installation;
 - d) Appendix D – Existing Playground Sub-Drainage Plan from 2002 as prepared by Richard Findlay Landscape Architect Inc. This is a construction document and not an “as-built” record drawing. As such, proponents are reminded to verify the accuracy of the document and make any changes necessary to reflect the true condition of the play space as it may be affected by the scope of this RFP document. The City makes no claims with respect to the accuracy of the information provided, and further it remains the sole responsibility of the individual proponents to reflect the existing conditions accurately, so as to fully describe and execute their proposed equipment installation;
 - e) Appendix E – a stripped down version of Appendices C and D in CADD format (.dwg) and in .pdf format, to allow an accurate starting point for your work. Please note that all proprietary information to RFLA Inc. must be removed from this file and may not be reproduced or re-used in any form without prior written consent from RFLA Inc.

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14.0 PROJECT SCHEDULE

- 14.1 The project must be 100% completed for spring 2012 – not later than April 15th, 2012.
- 14.2 The City will award the project on or before December 1, 2011 and the demolition and removals phase of the construction can commence after the issuance of the Notice to Proceed. The City reminds Proponents of the weather window under which this project must be completed, and are expected to manage all inclement weather conditions and special construction measures as part of their response to this RFP. **No extensions to the project timeline will be provided as result of weather delay impacts** and no additional funding will be allocated.

15.0 PRICE BREAKDOWN – PLAYGROUND EQUIPMENT SUPPLY

- 15.1 The Total Base Bid shall be the aggregate of the amounts inserted for items listed within the Base Bid category. Each of these amounts shall truly represent the value of the work proportionate to the Total Base Bid.
- 15.2 Proponents shall base the Base Bid prices on descriptions and units as described in this Request for Proposal and shall be all found, including the proportionate amount of General Requirements, overhead and profit.

Item	Description	Price
1.0	All preparatory works including control fence, demolition, salvage, excavation and any associated mobilization and site access costs	\$
1.1	All design work and drawing preparation for New Playground Equipment	\$
1.2	Supply of New Playground Equipment including freight	\$
1.3	Complete Installation of New Playground Equipment	\$
1.4	All associated access route and landscape remediation costs – soiling, sodding, seeding across full site property as required	\$
	Subtotal	\$
	Harmonized Sales Tax	\$
2.0	Total Base Price	\$

15.3 The Proponent agrees and confirms to 100% completion date of _____ (specify date).

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16.0 SUBMISSION REQUIREMENTS

- 16.1** Drawings – Proponents must submit with their Proposal plan drawings showing site layout, context, based on original plans (provided in Appendices) clearly showing all equipment components, model numbers, relevant dimensions and required safety zone offsets. These drawings must be in CADD generated format and shall be no smaller than an 11” x 17” hardcopy format.
- 16.2** 3D Drawings – The City expects that Proponents will submit 3 dimensional drawings or images in computerized format to accurately show the proposed equipment from a minimum of two (2) different views. These drawings must be in CADD generated format and shall be no smaller than an 11” x 17” hardcopy format. Photographs are also acceptable.
- 16.3** CD Rom - a complete computer disk must be submitted with the full response to the RFP in Adobe (.pdf) format including all written documentation, applicable colour pages, any submitted photos, sketches, drawings, or support documentation so this may be circulated within various City departments during the evaluation process.
- 16.4** Proponents must include a detailed schedule clearly showing how the project timeline will be fulfilled, allocating appropriate time for demolition and removals phase; component ordering; transport from the manufacturer's facilities to the Lower Mainland; supply and complete installation; and lastly, any remediation requirements as may be required for the scope outlined.

17.0 SUBCONTRACTORS

- 17.1** The Proponent confirms that following is a list of all the subcontractors who will be employed for the Work. No other subcontractors will be employed unless prior written approval is received from the City.

Name of Subcontractor	Item of Work
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

18.0 PROPOSAL EVALUATION AND SELECTION

- 18.1** The City of New Westminister will evaluate all submitted valid Proposals. The City will disqualify Proponent(s) that fail to meet a minimum requirement for qualifications, experience, and methodology from the process prior to cost considerations. The object of the evaluation and selection process is to identify the Proposal that, in the City’s opinion offers the best value for the products and/or services requested.
- 18.2** The City is not obligated to accept the lowest or any Proposal, and may reject all submissions.

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- 18.3** The City may award the Contract to the Proponent whose submission, in the City's sole discretion, provides the best overall value to the City for the work. In evaluating the overall value to the City for the work in respect of each submission received, the City, in addition to price, will have in mind its critical goals of obtaining a high quality product in accordance with the schedule established under the Request for Proposal documents.
- 18.4** In evaluating overall value, the City may consider, without limitation, price, qualifications and past experience of Proponents, availability of necessary work forces and other resources, proposed methodology and schedule for completing the work, and the past performance of Proponents on similar projects in respect of quality of work, timeliness of work, costs of contract administration to the owner of the project, and costs associated with claims for extras in respect of the project. In this regard, considerations other than price may be of greater weight in the City's evaluation of submissions received.
- 18.5** The City, in assessing best value:
- a) May not necessarily accept the lowest or any Proposal and may, in its sole discretion, accept any Proposal and may waive any minor informality or irregularity in Proposals received;
 - b) Has no obligation to receive further information, whether written or oral, from any Proponent, not to disclose the nature of any Proposals received;
 - c) May negotiate changes to the scope of work with any one or more Proponents without having any duty or obligation to advise any other Proponent(s) or to allow them to vary their Proposal(s) due to changes to the scope of work.
- 18.6** Proposals will be evaluated based on the following criteria:
- a) Play Value – variety creativity, challenge, age appropriateness;
 - b) Expertise and Qualifications of Supplier Team;
 - c) Quality/Durability of Components – warranty and maintenance;
 - d) Appearance and Theme – colour fit with existing play space ;
 - e) Budgeted Price-demolition/removals, supply and installation;
 - f) Completeness of proposal.
- 18.7** Proposed project teams must be capable of completing all identified tasks; the City will not consider partial submissions.
- 19.0** **REFERENCES**
- 19.1** **NOTE: Failure To Provide References Will Result In Disqualification**
- 19.2** All proponents must submit three (3) local British Columbia character references clearly identifying-name, full contact information and time of last installation for this reference. The City will contact all references
- 19.3** All proponents shall submit three (3) project references. These projects shall be of similar value and should clearly outline their role with at least two (2) pictures or graphic images showing the constructed project.