

REQUEST FOR PROPOSAL

PW 17-18

**SUPPLY & INSTALLATION
PLAYGROUND EQUIPMENT
Brookshire Meadows Parkland**

**DATE OF ISSUE:
May 10 2017**



**SUBMISSION/CLOSING DATE:
May 25, 2017 at 2:00:00 p.m. local
time**

CITY OF QUINTE WEST

QUESTIONS/CONTACT:

Janet Powers, AMCT
Purchasing Supervisor
Email: purchasing@quintewest.ca

CLOSING LOCATION:

City of Quinte West
7 Creswell Drive
2nd Floor Reception
Trenton, ON
K8V 6X5



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PART I –PROJECT SPECIFIC INFORMATION/REQUIREMENTS

1. INTRODUCTION

- 1.1 The City of Quinte West is situated on the shores of the beautiful Bay of Quinte serving as the gateway to the world famous Trent Severn Waterway, and is just 90 minutes east of Toronto on Highway 401. Quinte West was formed through the amalgamation of the former municipalities of Trenton, Sidney, Murray and Frankford.
- 1.2 The City of Quinte West is accepting proposals for the supply and installation of accessible creative play equipment for one of their City parks (Brookshire Meadows). The budget allotted for this play equipment is \$55,000. Respondents are asked to provide detailed proposals describing how they would design the park for optimum results for this location. Preference will be given to a “Natural Theme” for the play equipment. A general map of the area is attached.
- 1.3 The City will prepare the site, supply and install the protective surface material in compliance with the site plans and specifications supplied by the successful vendor. The site plans must show perimeter boundaries, placement of play equipment, no-encroachment zones, depth of excavation and protective surfacing requirements.

2. SCOPE OF PROJECT

Responsibilities of the Supplier:

1. Site plan and specifications of site preparation for playground equipment to be supplied.
2. Supply and installation of playground equipment.
3. Ensure installation of equipment meets CSA Standards & conforms to third party pre-use inspection
4. Project must be completed in 6 - 8 weeks from the date of the purchase order.

Responsibilities of the City:

1. Site preparation as per supplier specifications.
2. Supply and backfill of protective surface.
3. Inspection of playground equipment and base to conform to C.S.A. Standards.

3. SPECIFICATIONS

1. Playground equipment for Brookshire Meadows Park shall be designed for structures that accommodate both age groups, 18 months to 12 years of age & two bay swing set including (2) belt (1) tot seat (1) accessible swing within the adjoining space . The components of play experiences shall be appropriate and challenging to the size and development and play needs of a child. The play



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space shall provide a variety of opportunities for each age group separately in an adjoining space. The design of the play area and equipment shall meet the requirements of Annex "H" outlined in the C.S.A. (Z614-07) Standards.

2. Playground equipment shall be constructed of steel and/or plastic components only. Metals that are prone to rust or corrosion shall be painted, galvanized or otherwise treated with non-toxic materials. Plastics shall be able to withstand structural integrity and performance after prolonged exposure to sunlight.
3. Playground equipment shall be fastened / welded to a prefabricated form or stringer foundation designed to reduce frost heave.
4. The Manufacturer or designer shall provide information about maintenance items to be checked and outline regular preventive maintenance measures.
5. Playground equipment shall be installed following the manufacturer's instructions and procedures by a C.S.A. certified installer and must conform to C.S.A. Standards. Detailed instructions, designs and complete parts list must be provided.
6. Playground equipment shall be subject to a third party inspection by a C.S.A. certified inspector.
7. Playground equipment shall be clearly stamped as C.S.A. approved and date stamped.
8. A full manufacturer's warranty and supplier guarantee against defect of workmanship and materials for a minimum of five (5) years must be provided.
9. Must adhere to the City Contractor's Policy.
10. Project must be completed within eight (8) weeks from the date the purchase order is issued.

4. TENTATIVE SCHEDULE

- 4.1 Release of Tender Documents: May 10, 2017
- 4.2 Site Meeting – none scheduled
- 4.3 Closing Date: May 25, 2017 at 2:00:00 p.m. local time
- 4.4 Award of Contract: On or before May 31, 2017
- 4.5 Date for Project Completion: 8 weeks from receipt of purchase order



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5. BID DEPOSIT

A bid bond or certified cheque in an amount not less than ten (10) percent of the total bid amount, made payable to The Corporation of the City of Quinte West must accompany all bids. All bid deposits will be returned to the respective bidders within fifteen (15) working days after the Proposals have been opened except that of the two high scorers which shall be retained by the Owner until the accepted Contractor has fully executed the Contract and provided the City will all required documentation and securities as prescribed.

6. EVALUATION SCORING MATRIX

Criteria	Possible Points
1. Quality & Completion of Submission: <ul style="list-style-type: none"> • is pricing completed and understandable • is concept well described and easy to understand • have all issues been identified addressed • Is the submission easily understood • Demonstrated knowledge of the requirements of this RFP 	10
Overall Design and Appeal <ul style="list-style-type: none"> • All proposals received will be evaluated and compared to others. Items to be considered include but are not limited to: quality of materials to be used; ongoing maintenance requirements and associated costs for all components; quantity of components and design interest; sustainability and environmental considerations • The evaluation committee will at their sole discretion have the right to choose that which in their opinion is most appealing and provides the best overall solution. 	60
2. Miscellaneous <ul style="list-style-type: none"> • Sample schedule start to completion • Plan of work/methodology • Proposed product availability • Compliance with all rules, regulations and standards pertaining to playground structures • Operational safety • Life expectancy of system proposed • Ease of maintenance procedures • Parts and Service availability for all components • Customer service, availability of repair technicians etc. • Accessibility 	30
4. Ability to Meet Scheduled Completion Date – within 8 weeks of purchase order being issued.	5
5. Qualifications and Experience <ul style="list-style-type: none"> • Provide a company profile • A minimum of three (3) references for similar projects completed. Contact information should be current. 	20



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Criteria	Possible Points
<ul style="list-style-type: none"> Service Program ; where do technicians work from; what is standard turn around time for service etc. Access to all labour, material and equipment required to complete the task 	
5. Committee satisfaction that the product proposed will satisfy the requirements of the RFP	5
. Value Added: <ul style="list-style-type: none"> Any additional "value added" equipment and/or service offered at no additional costs will score 1 bonus point for each item. Maximum of 5 Must be considered added value for the City's purposes by the evaluation team 	5
6. Cost/Fee Structure/Comparative Value: Lowest cost will score 20. All others will score a percentage based on comparison.	20

7. INSURANCE AND INDEMNIFICATION REQUIREMENTS

The successful bidder shall at its own expense obtain and maintain until the termination of the contract, and provide the City with evidence of the following within ten days of notification of intent to accept.

Comprehensive general liability insurance on an occurrence basis for an amount not less than Five Million (\$5,000,000) dollars for any negligent acts or omissions by the bidder relating to its obligations under this Agreement. Such insurance shall include, but is not limited to Bodily Injury and Property Damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile liability, broad form property damage, owners and contractors' protective, products and completed operations, employees as additional Insured, occurrence property damage, contingent employers liability, cross liability and severability of interest clauses;

The successful applicant shall agree to all times indemnify and save harmless the City and its respective councilors, officers, employees, agents, contractors and other users from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Successful Applicant, the Successful Applicant's permitted connection with the submission or the Contract.

Additional Insured Such insurance shall add the Corporation of the City of Quinte West as an additional insured but only with respect to the operations of the bidder. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the City.



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Automobile liability insurance with respect to owned or leased vehicles (in excess of 30 days) used directly or indirectly in the performance of the Services covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000, inclusive for each and every loss.

Cancellation, Lapse, Material Change The policies shown above will not be cancelled, permitted to lapse or materially changed unless the insurer notifies the City in writing at least thirty (30) days prior to the effective date of cancellation, expiry or change. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonably require.

Claims Handling

For the purpose of this paragraph “claim” or “claims” shall mean those claims for damages or loss resulting from the performance of work under the contract and made against the City and/or the Contractor by persons not involved in the performance of the work, e.g.: property owners, pedestrians, motorists.

The Contractor shall, upon receiving notice of a claim, respond promptly in a respectful manner to the claimant and notify the City Representative of the particulars of the claim. Within thirty (30) days after receiving notice of a claim the Contractor will conduct an investigation and resolve the claim and, if unsuccessful, the City may then appoint an independent adjuster to investigate the claim.

The City will make its best efforts to settle any claims not settled within thirty (30) days by the Contractor based on the independent adjuster's report. All costs of the settlement and the adjuster are to be paid by the Contractor and may be taken by the City from monies due the Contractor.

Prior to the release of holdback monies, the Contractor and the City Representative will confirm to the City that there are no unresolved claims remaining and, if they are unable to do so, then the City will be entitled to retain monies it deems sufficient to pay for claims and associated costs, including legal costs on a solicitor-client basis, from the holdback amount.

In the event that the City and/or the Contractor are served with a Statement of Claim, the Contractor and/or the Contractor's insurer shall assume the defense of any such action, including the City's defense, and ensure that the City Representative is kept appraised of the status of the legal proceedings in any such action.



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8. WORKPLACE SAFETY AND INSURANCE BOARD

The successful Contractor will be required to produce a Certificate of Clearance from the Workplace Safety and Insurance Board prior to commencement of work and from time to time during the contract and/or prior to final payment. With the implementation of WSIB's electronic registration and accessibility to that information, if you have named the Corporation of the City of Quinte West in your profile, we will access that information online to determine compliance.

The successful Contractor further agrees to maintain that good standing throughout the contract period. The Contractor shall at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the Workplace Safety and Insurance Act and upon failure to do so, the City may pay such assessment or compensation to the Workplace Safety and Insurance Board, and the Contractor shall forthwith reimburse the City. The City may at its option deduct such expenses from any monies owed to the Contractor.

If the successful Contractor is an Independent Operator they must provide documentation to that effect as issued by the Workplace Safety and Insurance Board.

9. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005

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

(b) Contracts for the acquisition of goods and services shall include the following elements:

- That the Vendor shall comply with the Accessibility Standards for Customer Service, O. Reg. 429/7 (appendix A) ("Regulation"), under The Accessibility of Ontarians with Disabilities Act, 2005 (AODA)
- That the Vendor shall ensure that its employees are trained on providing accessible customer services. Any training or training resources must conform to the legislated requirements under the Act; and
- That the Vendor shall maintain records of the training, including dates when training was provided, the number of employees who received the training and individual training records. Where requested by the City, the person, business or organization shall provide written proof, as well as any documentation regarding training policies, practices and procedures to the City.



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10. PERMITS & FEES

Where required, permits normally issued by the municipality will be issued at no charge by the City of Quinte West, however, it is the responsibility of the successful Contractor to complete and submit any application(s) and provide all necessary documentation for same.

Any other permits and/or fees are the responsibility of the successful Contractor unless otherwise agreed.

PART 2 – GENERAL CONDITIONS

DEFINITIONS

Change Order – A written amendment to the Contract prepared by the Consultant/Owner and signed by the Owner and the Contractor stating their agreement upon a change in the Work, the method of adjustment or the amount of the adjustment in the Contract Price if any and the extend of the adjustment in the Contract Time if any.

City/Municipality – City of Quinte West

Construction – Includes erection, alteration, repair, dismantling, demolition, structural maintenance, painting, land clearing, earth moving, grading excavating, trenching, digging, boring, drilling, blasting, or concreting, the installation of any machinery or plant, and any work or undertaking in connection with a project.

Constructor – A person who undertakes a project for an Owner and includes an Owner who undertakes all or part of the project by himself or by more than one employer.

Consultant – A person or entity engaged by the Owner and identified as such in the Agreement. The Consultant is the Architect, the Engineer or entity licensed to practise in the province of the Place of the Work. The term Consultant means the Consultant or the Consultant's authorized representative.

Contract – The undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the Contract Documents and represents the entire agreement between the parties.

Contractor – The person or entity identified as such in the Agreement. The term Contractor means the Contractor or the Contractor's authorized representative as designated to the Owner in writing.

Employer – A person who employs one or more workers or contracts for the services of one or more workers and includes a Contractor or Subcontractor who undertakes with an Owner, Constructor, Contractor, or Subcontractor to perform work or supply services.



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Must, Mandatory or Required – Identifies a requirement that shall be met in order for a RFT/RFT to receive consideration. Failure to comply will result in rejection of the submission.

Owner – The person or entity identified as such in the Agreement. The term Owner means the Owner or the Owner's authorized agent or representative as designated to the Contractor in writing, but does not include the Consultant.

Place of Work – The designated site or location of the Work identified in the Contract Documents.

Project – The total construction contemplated of which the Work may be the whole or a part.

Should or Desirable – Identifies a requirement having a significant degree of importance to the objectives of the RFT.

Specifications – That portion of the Contract Documents, wherever located and whenever issued, consisting of the written requirements and standards for Products, systems, workmanship, quality, and the services necessary for the performance of the Work.

Subcontractor – A person or entity having a direct contract with the Contractor to perform a part or parts of the Work at the Place of the Work.

Supplier – A person or entity having a direct contract with the Contractor to supply Products.

Volunteer – A person who performs a job or provides a service and who receives no pay for that job or service.

GC 1 – CLARIFICATION

All information, instructions, terms, conditions, provisions and specified requirements of the RFP are deemed to be accepted by the Contractor and incorporated in their proposal submission.

GC 2 – COST OF PARTICIPATION

The City assumes no responsibility or liability for any cost incurred by the respondent in the preparation or submission of a bid, site inspections, demonstrations, or any other services that may be requested as part of the evaluation process.

GC 3 - COLLUSION

The bidder declares that this quotation is made without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a quotation for the same goods and services, and is in all respects fair and without collusion or fraud.



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GC 4 - DELAYS OR CANCELLATION

The Corporation of the City of Quinte West shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any respondent prior or subsequent to or by reason of the acceptance or the non-acceptance by the City of Quinte West of any proposal submission or by reason of any delay in the acceptance of an RFP save as provided in the Contract.

GC 5 - QUESTIONS AND ANSWERS PRIOR TO THE CLOSING DATE

- i. It is the respondent's responsibility to clarify interpretation of any item on the specifications and/or other proposal documents. **All questions relating to the proposal must be in writing** and delivered, faxed or emailed as directed below. No verbal interpretation will be effective to modify any component of the proposal or any contract. *Please note that no questions or contact are to be directed to anyone other than the above contact or her designate. Any attempt on the part of any Contractor or any of its employees, agents, contractors or representatives to contact any other Contractor or any employee, agent or representative thereof other than shown below, with respect to this bid solicitation or the preparation or presentation of their respective submission, will be grounds for disqualification.* Questions must be received no later than **forty-eight hours prior to the closing date and time** in order to provide sufficient time to prepare an addendum (if necessary). Questions received after that time may not be acknowledged or answered. Contact the following **in writing**:

Janet Powers, Manager of Purchasing&Risk Management/Deputy Clerk
email purchasing@quintewest.ca (preferred method)
Fax: 613-392-0714

- ii. Any inquiry or clarification which results in a modification to the proposal will be issued as an addendum by the Manager of Purchasing/Risk Management or their designate, and posted to the bids and tenders section of the City's website. All parties registered as "plan takers" will receive an email notification that an addendum has been issued and is available to download from the website. Alternatively, arrangements may be made for correspondence via fax.
- iii. The submission of a proposal shall be deemed proof that the bidder has satisfied himself as to all the provisions of the RFP, all conditions which may be encountered, what goods and services he will be required to supply, or any other matter which may enter into the carrying out of supply of goods and services referred to in the RFP, and no claims will be entertained by the City based on the assertion by the bidder that he was uninformed as to any of the requirements of the proposal call.
- iv. Should a bidder discover any errors or omissions in the proposal document, they shall notify the Owner prior to the closing date and time so that amendments may be made if necessary and appropriate direction given to all bidders.



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GC 6 – ADDENDA

- i. When it becomes necessary to revise, delete, substitute or add to the bid documents after release, the Manager of Purchasing/Risk Management or their designate will issue an addendum.
- ii. Notification of addendum will be sent by email to all registered plan takers. It is the responsibility of anyone participating in the competitive process to ascertain that they are aware of all addendum issued and acknowledge same on the form provided in the bid document. Where a supplier is unable to supply an email contact, the information may be forwarded by fax upon request.
- iii. The City's website is www.quintewest.ca and it will be the bidder's responsibility to check the website for updates. Purchasing information is found under the Business Section>> Bids and Tenders.
- iv. All bidders must acknowledge addendum in the body of the bid document in the space provided. Failure to do so may result in rejection.

GC 7 - THE OCCUPATIONAL HEALTH AND SAFETY ACT

The successful Contractor shall conduct the work in accordance with the most recent edition of the Occupational Health and Safety Act of Ontario and all applicable Regulations, Codes, Standards and Guidelines.

GC 8 - ADVERTISING

No advertising or other rights will form part of this contract.

GC 9 - LAWS AND REGULATIONS

The Contractors are assumed to have made themselves familiar with and will abide by all Federal, Provincial, Municipal and Local Laws, rules and regulations which in any way affect the work including the Development Charges Act, 1997, and no plea of misunderstanding will be considered on account of ignorance thereof. If the Contractor should discover any provisions in the drawings, specifications or contract that are contrary to or inconsistent with any law, rule or regulation, they shall at once report it to the City's Representative, in writing.

GC 10 - SUB-CONTRACTING

The selected respondent, who has signed a contract with the City, shall be considered to be the prime contractor and shall keep the operation totally under their control and shall not assign, transfer or sub-contract any portion without the written approval of the City. The consent of the City for such assignment or sub-contracting shall not relieve the prime contractor from completion of the project in



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accordance with the terms of the contract. Where a respondent submits a joint proposal or proposes a partnership arrangement, the respondent must assume the lead or prime contractor position. As such, the respondent will have the overall responsibility for completing the project as proposed.

GC 11 - SUBMITTING A PROPOSAL RESPONSE

11.1 All proposals must be submitted in a sealed envelope to the attention of:

Janet Powers, Manager of Purchasing/Risk Management
City of Quinte West Municipal Office
7 Creswell Drive, 2nd Floor Reception
Trenton, ON
K8V 6X5

USE RETURN “LABEL” (page) PROVIDED IN THIS RFP PACKAGE

(Tape or glue it to the front of your submission)

- 11.2 For ease of identification of information required in all competitive bid processes, standard information forms are included herein. Please complete and incorporate these forms in to your RFP response package.
- 11.3 The RFP return “label” (page) as provided in this RFP package **should** be affixed (taped or glued) to the outside of your submission. Failure to do so could result in loss, misdirection, or opening of the contents of the submission prior to the official opening, all of which would result in rejection of your bid submission. In any event your name, address, and proposal identification must be clearly shown on the outside of your package.
- 11.4 Faxed or other electronically transmitted bids **will not** be accepted.
- 11.5 All bids will be issued from and received back at the Municipal Office located at 7 Creswell Drive, Trenton Ward of the City of Quinte West.
- 11.6 Proposals will be date and time stamped when received. Late bids will not be considered. Local time is in accordance with the electronic punch clock located in the 2nd floor reception area of the Municipal Center and will be deemed to be taken as conclusive. (HR.:MIN.:SEC.) The person receiving the document on behalf of the City will initial in the appropriate area and ensure that the document remains confidential and is directed to the Manager of Purchasing or their designate.
- 11.7 Late bids will be returned.
- 11.8 The number of bids received and the names of respondents are confidential, and shall **not** be divulged prior to the opening.



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GC 12 - WITHDRAWAL PROCEDURE

- i. The bidder who has submitted a response may request that the bid be withdrawn. Adjustments or corrections to a bid already submitted will not be allowed. The withdrawal will be allowed if the request is made by mail, fax or in person, directly to the Manager of Purchasing/Risk Management or their designate, before closing time, and only if verification of source is possible. Telephone requests will not be considered.
- ii. The withdrawal of a bid does not disqualify a bidder from submitting another bid on the same contract provided it is submitted prior to closing date and time.

Withdrawal requests received after the RFP closing time will not be allowed.

GC 13 - PROPOSAL OPENING

There is no formal public opening.

GC 14 - INFORMAL OR UNBALANCED PROPOSALS

- i. Initially all responses will be checked by the Manager of Purchasing/Risk Management or their designate to ensure that the standard mandatory criteria have been met. Non-compliance with any of the following **WILL** result in rejection of the bid.
 - a) bid form must be signed as necessary;
 - b) the correct bid form, if provided, must be used;
 - c) the bid envelope has been time and date stamped prior to the contract closing time;
 - d) the bid deposit, if required, is included with submission;
 - e) surety consent is included if called for;
 - f) RFPs must be legible, written in ink or typewritten. Submissions written in pencil will be rejected. The authorized officer signing the RFP must initial erasures, corrections or strikeouts.
 - g) the bid is free of restrictions or alterations
- ii. Proposals that contain prices which appear to be so unbalanced as likely to affect adversely the interests of the City may be rejected.
- iii. Whenever a proposal in the amount proposed for an item does not agree with the extension of the estimated quantity and the proposed unit price, the unit price shall govern and the amount shall be corrected accordingly.



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If there is an error or incomplete material on any other portion of the bid, then the decision as to whether or not to accept or reject the submission shall be at the discretion of the Dept. Head or their designate and the Manager of Purchasing/Risk Management. That decision will be based upon the following considerations:

- a) Is the intention of the bidder clear?
- b) Has the bidder made a conscientious attempt to comply with the bid requirements?
- c) Is it fair to all bidders to accept the RFP or has the bidder gained an unfair advantage?

GC 15- UNIT PRICING

If the amount bid for a unit price item does not agree with the extension of the estimated quantity and the bid unit price, or if the extension has not been made, the unit price shall govern and the total price shall be corrected accordingly.

If both unit price and total price are left blank, then both shall be considered as zero.

GC 16 - PROPOSAL ACCEPTANCE PERIOD

It is understood that, in submitting a proposal, each Contractor agrees that their proposal may be subject to acceptance up to sixty (60) working days after closing date for proposals.

GC 17 - NO ACCEPTABLE BID OR EQUAL BIDS RECEIVED

- i. Where bids are received in response to a bid solicitation but exceed budget; are not responsive to the requirement; or do not represent fair market value; a revised solicitation may be issued in an effort to obtain an acceptable bid unless Subsection (13.2 of the purchasing policy) applies
- ii. The Dept. Head and the Manager of Purchasing/Risk Management jointly may waive the need for a revised bid solicitation and enter into negotiations with the highest scoring Contractor under the following circumstances:
 - The total cost of the lowest responsive bid is in excess of the funds appropriated by City Council for the project or the highest responsive bid revenue is less than approved in departmental estimates where reserved bid amounts exist; and
 - The Dept. Head and the Manager of Purchasing/Risk Management agree that the changes required to achieve an acceptable bid will not change the general nature of the requirement described in the bid solicitation



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In the case of building construction contracts, where the total cost of the lowest responsive bid is in excess of the appropriation made by City Council, negotiations shall be made in accordance with the guidelines established by the Canadian Construction Association.

The City of Quinte West has the right to cease negotiations and reject any offer.

GC 18- EQUAL BIDS

If two equal bids are received, the following items will be taken into consideration:

- i. Prompt payment discount
- ii When delivery is an important factor, the bidder offering the best delivery date will be given preference
- iii A bidder in a position to offer better after sales service, with a good record in this regard shall be given preference.
- iv .A bidder with an overall satisfactory performance record shall be given preference over a bidder known to have an unsatisfactory performance record or no previous experience with the City
- v. All other things being equal, preference will be given to the vendor whose place of business is local, in order of City, Province & Country

If (i) through (v) do not break the tie, equal bidders shall be entered into a draw. The names of the tied bidders shall be placed in a container and the RFP to be awarded shall be drawn by a member of council. The time and location of the draw shall be set by the Manager of Purchasing/Risk Management or their designate, and the bidders shall be notified in order that they may be present

GC 19 - STANDARD EVALUATION CRITERIA

In the RFP process, the lowest cost will not necessarily be successful. All elements of the evaluation criteria, including those listed below and the project specific criteria in the front end of this document, will be evaluated, assigned a score and ranked. The highest scoring Contractor will be awarded providing the project moves forward. The following criteria are standard for all competitive bids issued by the City.

- Cost. The availability of City funds to complete the task
- The Dept. Head/Designate being satisfied with the submission.
- The required expertise, including professional qualifications and experience.
- A demonstration of a thorough knowledge and understanding of the scope of work.



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- A demonstration of specific related experience relative to the nature of the proposal call.
- Past performance with other municipalities preferably in the Ontario marketplace, in providing similar product/service. Where Contractors have completed similar work for the City during the preceding five years, take into account past performance, quality of work received, and staff time invested in obtaining compliance with specifications.
- All other things being equal, the percentage of local content, including supplies, materials and sub-contractors from the City.
- Ability and experience to perform in accordance with the Terms of the Proposal Call. (The City reserves the right to reject any offer based on products that have not demonstrated proven satisfactory performance through field trials or actual use by the Customer or a comparable business. Whether a product meets this requirement shall be the sole decision of the City)
- Compatibility with other goods and services of the City.
- If requested, the respondent agrees that he will furnish a copy of his latest financial statement within four (4) calendar days after being requested to do so by the City.

GC 20 - CONTRACT AWARD/CONTRACT EXECUTION AND PERFORMANCE

- i. No proposal shall be accepted from any person or corporation who, or which, has a claim or has instituted a legal proceeding against the City or against whom the City has a claim or has instituted a legal proceeding with respect to any previous contract.
- ii. The Contractor acknowledges and agrees that nothing contained herein, in the proposal documents or elsewhere, no act done or expense incurred by it in the preparation and submission of this proposal, no trade or industry custom or practice, and no representation or assurance that may have been made or given to it by or on behalf of the City, shall in any manner legally bind the City, in any circumstances, to accept this proposal, the lowest proposal, only a proposal submitted in compliance with the requirements of the proposal documents, or any proposal at all. The Contractor further acknowledges and agrees that the City shall have complete and unrestricted liberty in this regard and may reject any or all proposals or may accept any proposal in whatever manner, at whatever proposal price, on whatever terms and for whatever reasons as the City, in its absolute discretion, considers to be in its own best interests, all without liability or obligation of any kind to the Contractor.



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- iii. The successful Contractor has ten (10) working days from official notification to produce evidence of appropriate insurance, performance surety's if applicable, executed contract or agreement etc. to the Manager of Purchasing/Risk Management or their designate. Under no circumstance will the successful bidder commence work until the appropriate documentation has been submitted and acknowledged by the City. Non-compliance will result in a stop work order. Failure to submit compliant required documentation may lead to forfeiture of the bid deposit and the next highest scoring Contractor will be offered the job.
- iv. If the terms of the Notice of Intent to Accept are not provided in that the Contractor fails to provide the items within the specified time, the Department Head with the Manager of Purchasing/Risk Management or their designate may grant additional time to fulfill the necessary requirements or may recommend one of the following:
- That the contract shall be awarded to the next highest scoring Contractor
 - That the contract shall be cancelled

In either of the above cases, the deposit cheque of the successful bidder shall be forfeited.

- v. If the next best responsible bidder fails, or declines to execute the contract if awarded to him/her, their deposit shall also be forfeited.

The Corporation of the City of Quinte West shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any respondent prior or subsequent to or by reason of the acceptance or the non-acceptance by the City of Quinte West of any proposal or by reason of any delay in the acceptance of a proposal save as provided in the Contract.

GC 21- AGREEMENT

The City may require that the selected Contractor executes a standard agreement (contract) for consulting services. The Contractor agrees, if requested to do so by the City or anyone acting on the City's behalf, within 60 days, after the date of opening proposals, to execute and return to the City an agreement within ten (10) days after being so requested.

GC 22 - CONTRACT AMENDMENTS AND REVISIONS

No amendment or revision to a contract shall be made unless the amendment is in the best interest of the City.

No amendment that changes the price of a contract shall be agreed to without a corresponding change order describing the change in requirement or scope of work.



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Amendments to a contract are subject to the identification and availability of sufficient funds in appropriate accounts within City council approved budget including authorized revisions.

GC 23 - PRICING & PAYMENT

Each invoice or progress payment certificate submitted must be accompanied by documentation/tickets for any material disposed of at a licensed landfill site.

Payment may be made 30 days after delivery pursuant to the Bidder submitting an invoice, contract requirements being completed and work being deemed satisfactory.

Where progress payment terms are specified, the City will accept billing for 100 percent of the actual value of each element of the work performed in each month and accepted by the City.

Where required by the Construction Lien Act appropriate monies (10%) will be held back until 45 days after the substantial completion of the work and receipt of appropriate documentation. In addition, two and a half percent (2.5 %) of the total of each payment certificate will be deducted and retained by the Owner as warranty surety for a one year period. (Note: This is in addition to the mandatory 10% as stipulated under the Construction Lien Act.)

Payments made hereunder, including final payment shall not relieve the company from its obligations or liabilities under the contract.

Acceptance by the company of the final payment shall constitute a waiver of claims by the company against the City, except those previously made in writing in accordance with the contract and still unsettled.

The City shall have the right to withhold from any sum otherwise payable to the company such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

GC 24 - HARMONIZED SALES TAX

All applicable taxes are to be stated as a separate line item in the pricing component.

GC 25 - EXERCISE OF CONTRACT RENEWAL OPTIONS

Where a contract contains an option for renewal, the Dept. Head or their designate may exercise such option provided that all of the following apply:

- The supplier's performance in supplying the goods, services or construction is considered to have met the requirements of the contract



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- The Dept. Head has determined that the exercise of the option is in the best interest of the City.
- Funds are available in appropriate accounts within City Council approved budget including authorized revisions to meet the proposed expenditure.
- When a specific timeframe for a renewal option is not written in the original bid document, the renewal period shall not exceed the original contract duration.

GC 26 - DISCLOSURE OF BID INFORMATION

The Contractor acknowledges that submission of a bid for the proposal will be deemed by the City to be the Contractor's consent to the City releasing publicly in any format, the **awarded Contractor's name and total bid price (if applicable)**, in written public reports to council, and the posting on the City's website. Unit pricing will be held in confidence.

The disclosure of information received relevant to the issue of a bid solicitation or the award of contracts emanating from bid solicitations shall be made by the appropriate offices in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, as amended.

All materials submitted in response to this RFP shall become the property of the City and may be appended to the executed agreement.

GC 27 - FORCE MAJEURE

- a) If the successful Contractor is delayed in delivery by labour disputes, strikes, lock-outs, fire, or by any cause of any kind whatsoever beyond the successful Contractor's control then the time of delivery shall be extended for a period of time equal to the time lost due to such delays, at no cost penalty.
- b) No such delivery time extension shall be made for delays unless written notice of same is given to the City within seven (7) days of its commencement. Where it is the case of a continuing cause of delay only one claim shall be necessary.

GC 28 - ASSIGNMENT

Neither this Proposal nor the right to receive payment hereunder may be assigned or transferred without the prior express written consent of the City and any attempted assignment shall be void and of no force or effect against the City.

GC 29 SUB-CONTRACTS

The successful Contractor shall not, without the written consent of the Buyer, make any assignment or sub-contract for the provision of any services hereby proposed.



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GC 30 - SIGNED BID TO BE CONSIDERED AN OFFER

The submission of a signed proposal response to the City shall be deemed to constitute an “Offer” which may be accepted, at the option of the City by issuance of a Purchase Order. Upon such acceptance the terms, conditions and specifications herein set forth shall be confirmed and binding upon the City and the Contractor. Upon acceptance of the proposal, both parties hereto agree to do everything necessary to ensure that the terms of this agreement take effect.

GC 31 - CONFIDENTIALITY

All information regarding terms, conditions, financial and/or technical aspects of the proposal, which in the Contractor's opinion, is of a proprietary or confidential nature, should be clearly marked “Confidential” at each relevant item or page. All information marked confidential will be held in strict confidence and shall not be revealed to another party without the Contractor's consent except as may be required by any applicable Law. Similarly, information about the City obtained by the Contractor and declared confidential by the City shall not be disclosed unless authorized by the City. It is agreed that these reciprocal obligations of confidentiality will survive the termination of any contract that may arise between the City and a successful Contractor.

GC 32 - DEFAULT BY COMPANY

If the company: commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the company makes a general assignment for the benefit of its creditors; then, in any such case, the City may, without notice, terminate the contract.

If the company: fails to comply with any request, instruction or order of the City; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with skill and diligence; or assigns or sublets the contract or any portion thereof without the City's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the City may, upon expiration of ten days from the date of written notice to the company, terminate the contract.

Any termination of the contract by the City, as aforesaid, shall be without prejudice to any other rights or remedies the City may have.

If the City terminates the contract, it is entitled to:

- take possession of all of the work in progress, materials and construction equipment then at the project site (at no additional charge for the retention or



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use of the construction equipment), and finish the work by whatever means the City may deem appropriate under the circumstances;

- withhold any further payments to the company until the completion of the work and the expiry of all obligations under the Correction of Defects Clause;
- recover from the company loss, damage and expense incurred by the City by reason of the company's default (which may be deducted from any monies due or becoming due to the company, any balance to be paid by the company to the City.)

GC33 - DISPUTE RESOLUTION

Wherein the spirit of this procedure is to promote a sense of fairness and transparency, in the event of possible dissatisfaction, the following process will be followed in order:

- i. The vendor would be required to submit in writing to the Manager of Purchasing/Risk Management, a notice clearly stating contract details and nature of perceived problem.
- ii. The Manager of Purchasing/Risk Management would respond to same in writing, and attempt to provide the information requested.
- iii. Should the vendor still not be satisfied, a meeting between the vendor, Manager of Purchasing/Risk Management and appropriate Dept. Head or their designate will be scheduled to further discuss the issues and debrief the vendor with regards to their bid submission evaluation. (Information regarding the scoring of other Contractors is confidential and will not be discussed)
- iv. If articles (i –iii) does not lead to a resolution, the decision may be referred to Council if deemed appropriate.



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PART 3
CITY OF QUINTE WEST
HEALTH AND SAFETY POLICY

PREVIEW
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The Contractors Responsibilities Standard H-S-46 is provided by the City of Quinte West as a broad overview, and all suppliers of goods or services to the City of Quinte West will be expected to work with the Health and Safety Co-ordinator to provide necessary information specific to each job awarded.

POLICY STATEMENT

The City of Quinte West is aware of its responsibility as an employer to provide a safe and healthy workplace for all workers, including contract workers. The intent of this policy and procedure is to provide guidelines to be followed when an outside service provider is hired to perform work on City of Quinte West premises. This applies both to contractors required on an “as needed” basis, as well as those hired for major construction projects.

GUIDELINES

- When an outside contractor is required for the provision of services and a tender/quote is not required as outlined in the City of Quinte West Purchasing Policy, the Department Head will be responsible for ensuring that the City of Quinte West Health and Safety Requirements for Contractors as outlined in “Contractors Responsibilities Standard H-S-46”, are met. If the required information is not already on file for that particular contractor (H-S-46-6), it shall be obtained prior to the work being done.
- Where a tender is required for the provision of services by an outside contractor, as outlined in the City of Quinte West Purchasing Policy, the staff member responsible for the contract will ensure that the Health and Safety Program Requirements for Contractors, as outlined in Contractors Responsibilities Standard H-S-46, are included in the tender document.
- When the job is a “construction project” as defined by the Occupational Health and Safety Act, the responsible staff member will determine who is to act as the “constructor” for the project. A Notice of Project must be completed by the constructor and submitted to the Ministry of Labour if the total cost of materials and labour for the project is expected to exceed \$50,000 and/or as prescribed by Section 6 of the Regulations for Construction Projects.
- Volunteers performing work at a City work-site must be under the direction of either a City of Quinte West staff member or a contractor for the City of Quinte West. They must be qualified to do the work and are expected to comply with the Occupational Health and Safety Act and its regulations as well as relevant City health and safety policies.
- Whether or not the job is a construction job, the staff member hiring the contractor is responsible for providing appropriate information to the contractor regarding any designated substances, WHMIS controlled substances, or hazards specific to the work-site.



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Note: The substances which are designated in Ontario as requiring special precautions to control worker exposure are: asbestos, acrylonitrile, arsenic, benzene, coke oven emissions, ethyleneoxide, isocyanates, lead, mercury, silica, vinyl chloride, and x-rays.

PRE-JOB MEETING

When the job is a “construction project” or there are significant health and safety risks involved, a “Pre-construction” meeting will be held using the “Pre-construction Form H-S-46-3”. Depending on the scope of the job, the meeting may involve, but is not limited to: contractor representatives/supervisors, volunteers, the department head and/or supervisor, the Health and Safety Coordinator, and the department safety committee representative.

Topics for the meeting will include, but are not limited to, the following:

- An overview of the scope of the work
- A review of all known and potential hazards in that work area
- A review of the WHMIS controlled and/or designated substances present at the work-site and those to be brought by the contractor to the work-site. The contractor must provide copies of the appropriate Material Safety Data Sheets at this time. Confirmation of when the work will be done, including the necessity to do any work after normal working hours
- Confirmation that contractor workers have required licences, certificates and/or training as specified in Form H-S-46
- Review of work-site emergency procedures, including notifying the contractor of all incidents and obligations using Form H-S-46-2
- Confirmation that the contractor will comply with:
 - 1) All applicable requirements of the Occupational Health & Safety Act and Regulations, including proof of awareness training for supervisors and workers
 - 2) Any applicable City of Quinte West safety policies
 - 3) Requests by City staff regarding compliance with Health and Safety requirements during the completion of the work

MISCELLANEOUS INFORMATION

- City staff will report any contravention by the contractor of the Occupational Health and Safety Act and its Regulations of which they are aware, to the department head. The department head will report same to the management staff of the Contractor Company and request the unsafe work practice stop immediately. If the unsafe work



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practice poses an immediate and serious risk to either City or contractor employees, the staff member may direct the contractor to stop work until further notice.

- A valid Certificate of Clearance from the Workplace Safety and Insurance Board must be provided as stated in “Insurance” portion of this document. It is the contractor's responsibility to ensure that the Certificate of Clearance is valid and remains current throughout the project;
- It is the responsibility of the contractor to provide any personal protective equipment for their own workers and to ensure that it is worn when required by the Occupational Health and Safety Act and its regulations. The Contractor must also supply their own tools and equipment, all of which must be properly maintained and in good repair;
- The City has the right to issue a warning and/or order to stop work if there are any violations of the contract by the contractor(s), including any violations by the contractor(s) of the Occupational Health and Safety Act, City health and safety programs, policies and rules. Written warnings can be given to contractors using the Health & Safety Inquiry/investigation Form H-S-21-2;
- Before being awarded the contract, the successful bidder may be required to provide appropriate information with regards to its health and safety practices. The staff member in charge of the contract may be asked to confirm in writing that this information has been provided and that it is acceptable.
- For all construction projects, a Notice of Project form must be completed and submitted to the Ministry of Labour by the constructor if the total cost of labour and materials for the project is expected to exceed \$50,000 and/or as prescribed by Section 6 of the Regulations for Construction Projects;
- For all construction projects, the constructor will post the name of their company, address and telephone number, and the address and phone number of the nearest Ministry of Labour office, as required by section thirteen (13) of the Regulations for Construction Projects.
- The Contractor must provide a list of any designated substances and/or WHMIS controlled materials that will be brought onto the work-site, as well as material safety data sheets for same;
- The Contractor must notify the City staff member in charge of the contract of any sub-contractors they hire. The Contractor assumes responsibility for ensuring that their sub-contractors comply with applicable Health and Safety regulations;
- The Contractor is responsible for the Health and Safety of all of its employees, sub-contractors, volunteer workers, visitors or business associates while on City of Quinte West property. The Contractor agrees to provide appropriate training and instruction to its employees working on the job, as required by the Occupational



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Health and Safety Act and its regulations, and ensure the same has been provided to its sub-contractors on the job.

The following are some of the safety rules, which must be adhered to, including but not limited to the following:

1. Provide competent supervision to all employees
2. C.S.A. approved hard hats and safety footwear, as outlined in the Occupational Health and Safety Act (OHSA) and Construction Regulations 213/91 sect. 21-26, must be worn at all times on construction sites, and on other jobs as required by the appropriate regulation. Other personal protective equipment including hearing protection and eye protection must be worn as required by the appropriate regulation.
3. Traffic safety vests are to be worn as required by the OHSA and construction regulations 213/91 sect. 69.
4. Smoking in enclosed workplaces is prohibited except in designated areas as posted.
5. Before cutting or welding work is started, the area must be inspected and flammable material removed from the area. When using a burning torch or welder, proper safeguards, including having a fire extinguisher readily available at the site. Fireproof screens must be used where necessary to prevent personnel from sparks and/or arc flash damage to the eyes. Butane lighters are not permitted near welding sites.
6. Drugs or alcohol are not allowed on City work-sites. Anyone observed to be under the influence of drugs or alcohol will be asked to leave the work-site.
7. Cylinders of compressed gas must be handled and transported in accordance with OHSA and regulation 213/91 sect. 122-124.
8. All ladders and scaffolds shall be erected, maintained and dismantled, and used in compliance with the OHSA and its regulations 213/91. An engineer's Certificate of Design must be provided to the City staff member responsible for the contract for all scaffolding to be erected, if the height of such scaffolding exceeds fifteen metres. See regulation 213/91 sections 78-84, 125-136, & 143-149
9. Confined space work must be carried out in accordance with the OHSA and its regulations.
10. When work is being carried out on machinery/equipment, the machine must be shut off and locked out/tagged or otherwise prevented from accidental starting, in accordance with the OHSA and its regulations. The Contractor is responsible for providing appropriate locks/tags for use by its employees. (QW H-S-24)



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It is the responsibility of the Contractor to maintain good housekeeping and material storage standards in the work area at all times. No dumping of debris, waste etc., is permitted on City property other than in designated containers. The contractor must inform the staff member responsible for the contract prior to disposal of any liquid waste from the site. At the conclusion of the job, the area must be left clean and tidy and all unused materials removed from the

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**PART V
RESPONSE FORMS**

Note: These forms are standard for quick easy identification of standard information required.

Please provide, on your own stationery or letterhead, a detailed proposal submission that will provide sufficient information to facilitate comparison and evaluation to other submissions.

Detail any items that you consider to be value added or benefits of acceptance of your proposal over others



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RESPONDENT IDENTIFICATION

RESPONDENT:

Company Name

Address

Telephone Number

Fax Number

Email Address

Name of Person Signing

Position of Person Signing

Signature

Person signing must be authorized to sign on behalf of the Company/Individual represented, and to bind the Company/Individual to statements made in response to this contract.



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ACKNOWLEDGMENT OF ADDENDUM

I/WE declare that I/WE have carefully examined all addendum and hereby acknowledge the same to be part and parcel of any contract to be let for all work therein described

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

Addendum No. 5 _____

(to be completed by Contractor only if addendum are issued)

Failure to acknowledge all Addenda issued may result in the bid being rejected.

SIGNATURE: _____ POSITION _____

NAME OF FIRM _____

(COMPANY SEAL)



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DECLARATION OF ACCESSIBILITY COMPLIANCE

COMPANY NAME:	
PRINT NAME:	
TITLE:	DATED:

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

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

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

Authorized Signature

Dated

Printed Name



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REFERENCES – MUST BE COMPLETED AND RETURNED WITH SUBMISSION

References: State names, addresses and telephone numbers of clients for whom your company has recently performed similar services. Additional pages may be added if necessary.

Reference No. 1	
Company Name:	
Project Name and Year Completed	
Contact Person:	
Position of Contact Person:	
Telephone/Fax:	
Email:	
Reference No. 2	
Company Name:	
Project Name and Year Completed	
Contact Person:	
Position of Contact Person:	
Telephone/Fax:	
Email:	
Reference No. 3	
Company Name:	
Project Name and Year Completed	
Contact Person:	
Position of Contact Person:	
Telephone/Fax:	
Email:	

References may be used as part of the evaluation process



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"NOTICE OF 'NO-BID'"

Purchasing Division/Corporate & Financial Services 7 Creswell Drive, Trenton, ON K8V 6X5	Phone: 613-392-2841 x 4450 or 4480 Fax: 613-392-0714 Email: purchasing@quintewest.ca
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It is important to the Municipality to receive a reply from all potential respondents. There is no obligation to submit a RFP, quotation or RFP; however, if you are registered as a plan taker and then choose not to bid, completion of this form will assist the Municipality in determining the type of goods or service you are interested in bidding on in the future and may identify potential problems with our process.

INSTRUCTIONS

If you are unable, or do not wish to bid on this RFP/RFP/quotation please complete the following portions of this form. State your reason for not bidding by checking the applicable space(s) or by explaining briefly in the space provided. It is not necessary to return any other bid documents. Just return the completed form by fax or email as shown above.

Company Name:		
Name and Position of Individual Responding:		
1.	We do not manufacture/supply this commodity	
2.	We do not manufacture/supply to this specification	
3.	Unable to quote competitively	
4.	Cannot handle due to present workload	
5.	Quantity/job too large	
6.	Quantity/job too small	
7.	Cannot meet delivery/completion requirements	
8.	Licensing Restrictions	
9.	Agreements with distributors/dealers do not permit us to sell direct	

A. Other reasons/additional comments:



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RETURN "LABEL" (to be glued or taped to outside of return envelope)
CONFIDENTIAL BID DOCUMENTS ENCLOSED
DO NOT OPEN

Deliver To:
 Attn: Janet Powers, Mgr. of Purchasing/Risk
 City of Quinte West, 2nd Floor Reception
 7 Creswell Drive,
 Trenton, ON
 K8V 6X5

Submitted By (Insert company Name)		
OFFICE USE ONLY		
Received By: (Name of City Staffer)		
Date/Time:		
Date & Time as per electronic punch time clock at 2nd floor reception		
IF LATE – NAME AND SIGNATURE OF PERSON DELIVERING	(Print Name)	(Signature)