



REQUEST FOR PROPOSALS

RFP 2023 – 04

July 24, 2023

**Replacement Playground Equipment
Supply and Install – Centennial Park**

City of Duncan, Engineering Department
Attention: Brian Murphy, Director, Public Works and Engineering
City of Duncan, 200 Craig Street
Duncan, BC V9L 1W3

Submission Deadline: August 17, 2023 at 2:00 p.m. Pacific

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RFP 2023-04
REPLACEMENT PLAYGROUND EQUIPMENT
SUPPLY AND INSTALL – CENTENNIAL PARK

DEFINITIONS

“**CONTRACTOR or CONSULTANT**” means the Proponent whose Proposal has been accepted by the City of Duncan and is awarded a contract by the City of Duncan to carry out the Work.

“**CoD**” means the City of Duncan.

“**PROPONENT**” means the responder to this RFP.

“**PROPOSAL**” means a proposal to carry out the Work submitted by a Proponent in response to this RFP.

“**RFP**” means this Request for Proposal.

“**WORK**” means and includes anything and everything required to be done for fulfillment and completion of the project in accordance with this RFP and Proposal.

1.0 - INTRODUCTION

1.1 PURPOSE

This Request for Proposals (the “RFP”) is an invitation by the City of Duncan (the “CoD”) to prospective Proponents to submit proposals for the supply and turnkey installation of playground equipment for the City’s Centennial Park Playground, in line with the available budget and with additional add-on options that would include accessible play elements.

Due to an unfortunate act of vandalism, the previously existing play structure in Centennial Park was lost to fire, and the CoD is pursuing replacement play equipment of a comparable size and scope. Furthermore, the CoD will evaluate additional add-on options for enhancing the playground with new play elements, with a particular focus on accessible play.

The previously existing play structure was installed in 2010 and has a replacement value of \$40,000 to \$50,000 (still under insurance review).

2.0 - INSTRUCTIONS TO PROPONENTS

2.1 SUBMISSION OF PROPOSALS

The Proposals and their envelopes should be clearly marked with the name and address of the Proponent and the RFP program title. The sealed envelope should be addressed to the project contact:

**Brian Murphy, Director, Public Works and Engineering
City of Duncan
200 Craig Street
Duncan, BC V9L 1W3
250-746-6126**

Alternately, electronic proposals may be submitted to:

bmurphy@duncan.ca

Proposals should be received on or before the **Closing Time** of:

**TIME: 2:00 p.m. Pacific
DATE: August 17, 2023**

It is the Proponent's sole responsibility to ensure its Proposal is received at the mailing or email address set out above by the Closing Time. Hard copies (3) of the Proposal to the above address are invited (not required) to follow before or after the Closing Time.

Proponents wishing to make changes to their Proposals after submission but prior to the Closing Time may do so by submitting the revisions by fax, email or hard copy. It is the Proponent's sole responsibility to ensure the revisions are received by the CoD prior to the Closing Time.

2.2 INQUIRIES

Proponents shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the above listed project contact. If there are any changes, additions, or deletions to the Proposal scope, conditions, or closing date, Proponents will be advised by means of an Addendum issued by CoD. All Addenda are to become part of the Proposal Documents and receipt of Addenda should be acknowledged by the Proponent in the submission.

Verbal discussion between CoD Councillors or staff and a Proponent shall not become a part of the RFP or modify the RFP unless confirmed by written Addendum.

3.0 - GENERAL TERMS OF PROPOSAL PROCESS

3.1 PROPOSAL PREPARATION COSTS

All expenses incurred by the Proponent in preparation and submission of this Proposal are to be borne by the Proponent, with the express understanding that no claims for reimbursements against CoD will be accepted. CoD shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that could lead to acceptance of the Proposal and award of a contract.

3.2 PROPOSAL EVALUATION

CoD recognizes that “Best Value” is the essential part of purchasing a product and / or service and therefore CoD may prefer a Proposal with a higher price, if it offers greater value and better serves CoD’s interests, as determined by CoD, over a Proposal with a lower price. Appendix “A” contains the information regarding how Proposals will be evaluated. The evaluation team will not be limited to the criteria listed in Appendix A, and the evaluation team may consider other criteria that the team identifies as relevant during the evaluation process. However, any criteria considered will be applied evenly and fairly to all Proposals.

CoD, at its sole discretion, reserves the right to:

- Reject any or all Proposals whether complete or not;
- Reject any Proposal it considers not in its best interests;
- Waive any minor irregularity or insufficiency in the Proposal submitted;
- Not be liable for misunderstandings or errors in the Request for Proposals;
- Issue addenda to the Request for Proposals;
- Contact references provided by the Proponents;
- Retain independent persons or contractors for assistance in evaluating Proposals;
- Request points of clarification to assist CoD in evaluating Proposals;
- Negotiate changes with the successful Proponent; and
- Withdraw the Request for Proposals.

3.3 PROPOSAL PRESENTATION

CoD reserves the right to request one or more of the Proponents, whose submissions are of particular interest to CoD, to make oral presentations to CoD.

3.4 PROPOSAL CONFIDENTIALITY AND PROPRIETARY INFORMATION

All submissions become the property of CoD and will not be returned to the Proponent. CoD will consider all Proposals submitted as confidential but reserves the right to make copies of all Proposals received for its internal review and for review by its financial, accounting, legal, and technical consultants.

Proponents should be aware that CoD is a “public body” as defined in and subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

If the Proponent believes any of the information requested in this RFP and provided by them is confidential, then they should identify it as such and provide a rationale as to why it should not be released under “Freedom of Information” legislation.

The rationale for keeping information confidential under this legislation includes:

- a) Trade secrets of the Proponent;
- b) Financial, commercial, scientific or technical information, the disclosure of which could reasonably be expected to result in material financial loss or gain or could reasonably be expected to prejudice the competitive position of the Proponent; or
- c) Information the disclosure of which could be reasonably expected to interfere with contractual or other negotiations of the Proponent.

3.5 CONFLICT OF INTEREST

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with CoD, its elected or appointed officials or employees, any property ownership direct or indirect in the jurisdiction. CoD may rely on such disclosure.

3.6 NO COLLUSION

Except as otherwise specified or as arising by reason of the provision of the contract documents, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the Proposal.

3.7 LITIGATION

Proponents who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against CoD in connection with any contract for works or services, may be considered ineligible Proponents. Receipt of Proposals from such Proponents may be disqualified from the evaluation process.

3.8 NO CONTRACT

This RFP is not a tender and does not commit CoD in any way to select a preferred Proponent. By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on CoD by this RFP or submissions prior to the completed execution of a formal written Contract.

3.9 ACCEPTANCE OF PROPOSAL

The acceptance of a Proposal will be made in writing from CoD and will be addressed to the successful Proponent at the address given in the submitted Proposal. Following acceptance and approval to proceed with the Proposal, the Proponent is expected to enter into a contract with CoD to perform the works or services set out and agreed upon in the Proposal.

The agreement that the successful Proponent will be expected to execute with CoD will contain terms similar to those contained in the MMCD Standard Client Consultant Agreement provided in Appendix B. The agreement attachments will include the entire Request for Proposal, the Proponent's total Proposal submission and any mutually agreed upon modifications, changes or negotiated adjustments.

3.10 PROPOSAL CONTENT

Content to be included in the Proposal, but not limited to:

- Full name, address and telephone number of the submitting office of the Proponent and where applicable, the name, address and telephone number of any branch office, affiliate or sub-consultant(s) that will be involved in the project.
- Primary Contact / Project Manager: The Proposal should identify the proposed project manager who will be the single point of contact, responsible for direct interaction with CoD. State his/her position and professional discipline. Describe the work to be performed by the project manager, his/her qualifications and substantive experience directly related to the proposed Work.
- References: The Proposal should provide no less than three (3) project references that are relevant to the proposed Work. The references should be from a third party who can provide information about the performance of the Proponent in delivering services for the experience cited.

3.11 SUBCONTRACTORS

The Proposal shall include the company name of all sub-contractors and sub-consultants proposed to be used in the performance of the Work with a description of the work they would be performing.

The sub-contractors and sub-consultants listed in the Proposal may not be changed without the written consent of CoD. If CoD so requires, the Proponent shall be prepared to confirm to CoD the competence of sub-contractors and sub-consultants prior to acceptance of the Proposal.

3.12 PROPOSAL CONTENT & INNOVATION

The Proponent should address in the Proposal submission all the information as requested in the RFP documentation. The Proponent is also encouraged to include innovative, alternative or unique solutions to the Proposal subject that may, along with other things, indicate cost initiatives, improved environmental impacts, better public relations and/or project acceptance, reduced risk, improved management or

administrative efficiencies, etc. Any alternative Proposals submitted should include all the requirements of the original RFP with costs identified for comparative purposes.

3.13 WORKERS COMPENSATION ACT

The Proponent, and any proposed sub-contractors and sub-consultants, should provide a WorkSafe BC (Workers Compensation Board) Registration Number in the Proposal and shall at the time of signing a contract agreement, provide proof of payment of claims in good standing with WorkSafe BC.

4.0 - SCOPE OF WORK AND SCHEDULE

4.1 STATEMENT OF UNDERSTANDING

In their own words, the Proponent must show that they have an understanding of what the Work involves and what is required to complete the project. It is the Proponent's responsibility to demonstrate that they possess the required knowledge, understanding and capacity to carry out the Work as outlined in this RFP.

4.2 PRICING AND EXTRA WORK

Pricing must be held for a minimum of 60 days. 90 days is preferred.

4.3 SCHEDULING

Proponents should provide an anticipated delivery timeline for the proposed playground equipment including sufficient time for the City's review of the proposed elements and options and a planned public input opportunity.

4.4 SCOPE OF WORK

The Proponent must provide a Proposal that includes the following:

- Sufficient drawings, renderings, etc. to satisfactorily portray the proposed play elements, including for potential public input;
- Dimensions and installation requirements; and
- Layout drawings (play structure, existing play elements, and additional options) – as-built drawings for the current Centennial Park playground are attached.

Proposed play equipment and pricing for:

1. A replacement play structure suitable to replace the destroyed play structure in size and scope. Pricing to be within \$40,000 to \$50,000 for equipment, with shipping and installation additional (each listed separately).

The original play structure was a BigToys EarlyWorks Custom (photo attached) for 18 months to 12 years.

Any accessible play elements of the proposed replacement play structure should be highlighted by the Proponent.

2. Proponents are invited to identify options for additional add-on play elements to enhance and expand on the replacement play structure and the other existing play elements in Centennial Park:
 - These optional add-on elements can be connected to the proposed replacement play structure or can be stand-alone, separate play elements. The proposed new play elements should be consistent with the theme of the proposed replacement play structure and the other remaining play elements in the playground.
 - These optional elements must give particular consideration to accessible play.
 - It is recommended that each optional additional element be approximately \$10,000 or less; however, slightly more costly elements may be considered, particularly if highly suitable for accessible play.
 - The proposal should provide separate line items for each option. Each option must be listed in a manner that any one option can be selected independently of any other option.
 - Shipping and Installation costs must be listed separately for each optional element.

Assumptions

- The site will be clean and ready for installation – no remediation work will be required by the supplier.
- All playground equipment should be assumed to be installed in a woodchip play area. Assume that no additional woodchips will be required.
- Note that local organizations or community groups may wish to provide volunteer assistance with the installation of the replacement play structure and any new playground elements. Installation services from the Proponent may not be selected by the City in this case, or may only be required for some aspects of the proposal.

4.5 PROPONENT EXPERIENCE

Proponents must provide information from recent and relevant project examples.

Quality and project experience will be a factor in the evaluations.

Note that the proposal evaluations also have a sustainability component which can also include local/regional employment.

Short-listed play equipment proposals are anticipated to be made public in order to solicit public input. The results of public input will form a significant factor in the final award.

4.6 DRAWINGS

Document Type	Preferred File Format
Written Documents	Microsoft Word 2010
Spreadsheets	Microsoft Excel 2010
Technical Drawings	Autodesk AutoCAD 2019 (or newer)
Non-technical Graphics	.jpg, .jpeg, .png, Adobe pdf
Database	Microsoft Access 2007
Drawings, Maps and Spatial Data	Individual Plan drawings/maps must be supplied in both digital PDF and paper hard copy. Drawing/map source data must be delivered in ESRI ArcGIS shape file or Autodesk Spatial Data File (sdf) NAD 83, UTM Zone 10N projection and accurately overlay onto the City’s existing base mapping. Core attributes and label names must be defined or included in the source data feature class tables with attribute domains created to constrain field values (where possible). From the final map series, a set of symbology layer files must be rendered for all map themes. All digital data are to be delivered on media compatible with the City’s computer equipment.

5.0 - COMMUNICATIONS

Regular updates to CoD project manager are required throughout the project.

6.0 - FEES AND DISBURSEMENTS

The proposal shall provide a schedule of fees and disbursements as to adequately perform the Work and satisfy the Work Plan and Final Deliverables.

SUPPLIERS WHO ARE SUPPLIER MEMBERS OF CANOE PROCUREMENT GROUP OF CANADA MUST PROVIDE CANOE PROCUREMENT GROUP PRICING (if advantageous). NOTE THE CITY RESERVES THE RIGHT TO NEGOTIATE AND AWARD DIRECTLY TO A CANOE PROCUREMENT GROUP MEMBER OUTSIDE OF THIS RFP PROCESS.

Fee estimates must include all applicable taxes, but listed as separate items.

NOTE TO ALL BIDDERS: The City of Duncan may negotiate with a prospective supplier to adjust or alter some of the requested scope and duties prior to signing a contract.



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July 24, 2023

APPENDIX "A"

Request for Proposal Evaluation Form

APPENDIX “A”

REQUEST FOR PROPOSAL EVALUATION FORM

Proponent’s Name: _____			
Project Title: Playground Equipment Supply & Install – Centennial Park 2023			
Evaluation Date: _____			
Evaluator: _____			
Step 1:		YES	NO
Basic Attributes	Proposal received prior to closing		
	Sub-consultant list submitted		
	Project Manager identified		
	Proposed schedule included		
	Reference List		
	Fee schedule (overall) included		
	Complete proposal as requested		
Step 2:		Assigned Points	Points
Proponent	Quality & Project References	10	
Proposal & Public Input	Results of Public Input	30	
	Accessible Play Elements (within budget)	30	
	Sustainability including local / regional employment	5	
Price	Points for Price = (lowest cost Proposal divided by Proposal being evaluated) x (% weight)	25	
Total Score	Proponent + Proposal + Price Scores	100	

Note: Scoring for Price may be calculated using the overall fee schedule, or a comparison of hourly rates for a senior engineer / project manager role, or a combination of both approaches.



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APPENDIX "B"

Photos and As-Built Drawings of Previously Existing Centennial Park Play Structure