



City of Greater Sudbury

Contract CDD18-88 Request for Proposal For the Playground Revitalization Project Phase 1

**Issued By the
Purchasing Section
Assets, Finance, & Fleet Division
Corporate Services Department
on Behalf of
Leisure Services Section
Community Development Department**

**Agnes Beck
Acting Chief Procurement Officer**

Issue Date: Tuesday, July 4th, 2018

**Cost for Document Pick-Up:
\$11.30 (\$10.00 plus HST)
Non Refundable**

**The official point of contact
for this Bid Solicitation is:
Leigh Lesar, Purchasing Coordinator**

Notice of Procurement – Contract CDD18-88

Description of the Procurement:

The City of Greater Sudbury is seeking proposals from qualified playground equipment manufacturers for the design, supply and installation of twelve (12) Play structures.

Procuring Entity Contact Information:

The City of Greater Sudbury, c/o Purchasing Section, 2nd Floor, Tom Davies Square, 200 Brady Street, Sudbury, ON P3E 3L9 (address of the "City's Purchasing Section" referenced in this Notice).

Documentation:

Unless otherwise stated herein, all capitalized terms in this Notice derive their meaning and usage from the City's Purchasing By-law, which is available on the City's website at <https://www.greatersudbury.ca/city-hall/by-laws/>.

Goods or Services to be Procured:

As part of Phase One of the City's Playground Revitalization program, the City has identified twelve (12) sites to be completed in 2018 as per the terms and conditions set out in the Contract pursuant to this Bid Solicitation. For estimated quantities, please refer to the Proposal documentation.

Information Meeting

An optional information meeting has been scheduled to take place on Wednesday, July 11th, 2018 at 1:00 p.m., in Committee Room 13A, Main Floor, Tom Davies Square, 200 Brady Street, Sudbury. Attendance is not mandatory however proponents are encouraged to attend.

Brief Description of Conditions for Participation:

Bidders shall meet the following mandatory requirements:
None

Bidders must fully review the proposal documentation for the full description of all mandatory requirements for this procurement. Failure to meet the mandatory requirements shall result in **automatic rejection** from the Bid Solicitation.

Bid Submission Address and Closing Date:

Bids shall be submitted in a sealed envelope or package using the completed address label sheet provided by the City to the City's Purchasing Section **no later than 1:30pm (our time) on Wednesday, July 25th, 2018**. It is the sole responsibility of the Bidder to ensure that its submission was received by City's Purchasing Section. **Submissions received late will be automatically rejected.**

Opening of Bid Submissions:

Bids will be opened at the City's Tender opening meeting on the closing date provided above at 2:30pm on the 1st Floor in Committee Room C-13A at Tom Davies Square, 200 Brady Street, Sudbury. Results will be posted to the City's Tender web page <http://www.greatersudbury.ca/business/tenders-purchasing/tenders/> within three (3) business days of the Tender opening.

Communications with the City:

All communications with the City for this Bid Solicitation shall be in writing through the official point of contact, **Leigh Lesar, Purchasing Coordinator**. Verbal communications are not binding on the City.

Bidders shall not contact any other persons including Members of Council, City employees or consultants retained by the City for this Bid Solicitation, which may result in disqualification from bidding on the current and any future Bid Solicitations.

Bidders must review the Tender documentation and promptly report to the City and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency or omission contained in the tender documentation. To facilitate comprehensive responses, Bidders are encouraged to email their questions or clarification requests as soon as possible and by **12:00 noon, Wednesday, July 18th, 2018** to tenders@greatersudbury.ca or by fax to (705) 671-8118. Nothing in this notice obligates the City to respond to any question or clarification request.

Notice of Subjection to Agreement(s):

This procurement is subject to Chapter 5 of the Canadian Free Trade Agreement (CFTA)

Timeline for Delivery of Goods or Services / Duration of the Contract:

Proponents are to provide their lead time for delivery and installation of the playground equipment in which they are providing a bid.

Delivery and installation of all playground equipment and protective surfacing should be started on or after September 30th, 2018 and should be completed on or before October 31st, 2018.

Procurement Method:

Request for Proposal.

The City's selection of Supplier(s) for this Bid Solicitation will be based on an evaluation against set criteria rather than price alone.

Negotiations may occur where Bids received in response to a Bid Solicitation exceed the Council Approved Budget or if the Lowest Compliant Bids from two or more Bidders are identical in Total Acquisition Cost or unit price.

The procurement will not involve electronic auction.

Language:

Submissions are required to be submitted in English only.

Table of Contents

| | | |
|------|--|----|
| 1 | Part 1 – Introduction..... | 6 |
| 1.1 | Description of Goods and Services Being Procured | 6 |
| 1.2 | General Conditions, Specifications and Drawings..... | 6 |
| 1.3 | Schedule / Delivery | 6 |
| 1.4 | Prequalification..... | 6 |
| 2 | Part 2 – Information for Proponents | 6 |
| 2.1 | Closing Date and Opening of Proposals | 6 |
| 2.2 | Information Meeting..... | 7 |
| 2.3 | Evaluation of Proposals | 7 |
| 2.4 | Communications and Official Point of Contact..... | 7 |
| 2.5 | Addendum and Notice | 8 |
| 2.6 | Errors and Omissions | 8 |
| 2.7 | Quantities..... | 9 |
| 2.8 | Clarification of Proposals Following Bid Close..... | 9 |
| 2.9 | Irrevocability of Proposals | 9 |
| 2.10 | Validity of Proposals | 9 |
| 2.11 | Reserved Rights | 9 |
| 2.12 | Disqualification of Proponents..... | 10 |
| 2.13 | Award..... | 10 |
| 2.14 | Bid Deposit..... | 10 |
| 2.15 | Amounts All Inclusive..... | 11 |
| 2.16 | Taxes, Duties and Freight | 11 |
| 2.17 | Substitutions | 12 |
| 2.18 | Materials/Equipment | 12 |
| 2.19 | Costs Incurred By Proponents..... | 12 |
| 2.20 | Background Studies and Information | 12 |
| 2.21 | Intentionally Left Blank | 12 |
| 2.22 | Withdrawal of Proposals..... | 13 |
| 2.23 | Limit on Liability | 13 |
| 2.24 | Debriefing..... | 13 |

| | | |
|------|--|----|
| 2.25 | Anti-Idling | 13 |
| 2.26 | Fair Wage Policy..... | 13 |
| 2.27 | Application of Municipal Freedom of Information and Protection of Privacy Act..... | 14 |
| 2.28 | Conflict of Interest | 14 |
| 2.29 | Alternate Proposals | 14 |
| 3 | Part 3 – Submission Requirements | 15 |
| 3.1 | Submission Requirements | 15 |
| 4 | Part 4 – Terms and Conditions..... | 16 |
| 4.1 | Contract | 16 |
| 4.2 | Payment Terms | 16 |
| 4.3 | Permits, Licences and Approvals | 16 |
| 4.4 | Exclusivity Clause | 17 |
| 4.5 | Cancellation/Suspension/Termination | 17 |
| 4.6 | Performance Guarantee | 17 |
| 4.7 | Workplace Safety and Insurance Board | 17 |
| 4.8 | Insurance | 18 |
| 4.9 | Indemnification | 19 |
| 4.10 | Set-Off..... | 19 |
| 4.11 | Ownership of Deliverables..... | 19 |
| 4.12 | Salvage Goods..... | 20 |
| 4.13 | Confidentiality | 20 |
| 4.14 | Accessibility | 20 |
| 4.15 | Applicable Law | 20 |
| 4.16 | Assignment..... | 20 |
| 4.17 | Occupational Health and Safety | 21 |
| 5 | Part 5 – Definitions and Interpretation | 22 |
| 5.1 | Definitions | 22 |
| 5.2 | Interpretation | 22 |
| 6 | Part 6 – Schedules | 22 |

1 Part 1 – Introduction

1.1 Description of Goods and Services Being Procured

The City of Greater Sudbury is seeking proposals from qualified playground equipment manufacturers for the design, supply and installation of twelve (12) Play structures. The twelve sites identified for phase one are as follows:

- Hillcrest Playground, Hillcrest Crescent., Sudbury
- Sixth Ave. Playground, 2015 Sixth Ave., Lively
- Côté Park, 215 Edward Ave., Chelmsford
- Selkirk Park, Selkirk St., Sudbury
- Pinecrest Tot Lot, Swanson Court, Val Caron
- Howard Armstrong Sports Complex, 4040 Elmview Dr., Hanmer
- Penman Park, Penman Ave., Garson
- Place Hurtubise Playground, 1966 LaSalle Blvd., Sudbury
- East St. Tot Lot, East St., Coniston
- Lakeview Playground, 420 Sunday St., Sudbury
- Lonsdale Playground, 811 Lonsdale Ave., Sudbury
- St. Joseph Playground, St. Joseph St., Sudbury

1.2 General Conditions, Specifications and Drawings

The Work shall be carried out in accordance with the Specifications and Drawings attached to this Bid Solicitation. All Work shall further be completed in accordance with the *Building Code Act, 1992* and any regulations thereunder.

1.3 Schedule / Delivery

Proponents are to provide their lead time for delivery and installation of the playground equipment in which they are providing a bid.

Delivery and installation of all playground equipment and protective surfacing should be started on or after September 30th, 2018 and should be completed on or before October 31st, 2018.

The City reserves the right to award this project to more than one (1) bidder.

Time will be of the essence with respect to the provision of the Services described herein.

1.4 Prequalification

This Bid Solicitation is not subject to prequalification.

2 Part 2 – Information for Proponents

2.1 Closing Date and Opening of Proposals

Proposals shall be submitted to the Purchasing Section, 2nd Floor, Tom Davies Square, 200 Brady Street, Sudbury **no later than 1:30pm (our time) Wednesday, July 25th, 2018.** Proposals should be submitted in a sealed envelope or package using the completed address label sheet provided. The Proposals will be opened at a tender opening meeting which may be attended by the Proponents. Results will be posted to the City's tender Web Page at: <http://www.greatersudbury.ca/business/tenders-purchasing/tenders/>.

Proposals will be opened by the Purchasing Section at the tender opening meeting, the same day and at the same address at 2:30 p.m., on the 1st Floor in committee room C-13A. The names of Proponents having submitted a Proposal in response to this Bid Solicitation shall be posted to the City's tender webpage within three business days of the opening.

2.2 Information Meeting

An optional information meeting has been scheduled to take place on **Wednesday, July 11th, 2018, at 1:00 p.m.**, in Committee Room C-13A, Main Floor, Tom Davies Square, 200 Brady Street, Sudbury. Attendance is not mandatory however proponents are encouraged to attend.

2.3 Evaluation of Proposals

Proposals meeting the mandatory requirements will be evaluated and scored by an evaluation team selected by the City in accordance with the following criteria and weightings:

| Description | Points |
|--|---------------|
| Price | 30 |
| Play Value | 30 |
| Accessibility | 20 |
| Park Design | 20 |
| Delivery Lead Time/installation schedule | 10 |
| Proponent's Experience, References, Qualifications | 10 |
| Warranty | 10 |
| Total | 130 |

2.4 Communications and Official Point of Contact

The official point of contact for this Bid Solicitation is **Leigh Lesar, Purchasing Coordinator** and all communications with the City during the procurement process shall be through the official point of contact. Proponents shall not contact any other persons including Members of Council, City employees or consultants retained by the City regarding this Request for Proposal. In accordance with the City's Purchasing By-law, a Proponent may be disqualified from bidding on the current and any future Bid Solicitations where the Proponent, its employees or anyone involved in preparing its Proposal engages in any form of communication, discussion or lobbying of any form with Members of Council, City employees or consultants retained by the City to seek to influence the outcome of the procurement process or the award.

All communications with the official point of contact shall be in writing. Verbal communications will not be binding on the City. Proponents shall review the Bid Solicitation and shall promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency or omission contained therein.

To facilitate comprehensive responses, Proponents are encouraged to email their questions or clarification requests as soon as possible and **no later than 12:00 noon, Wednesday, July 18th, 2018** to tenders@greatersudbury.ca or by fax to (705) 671-8118. Nothing herein shall obligate the City to respond to any question or clarification request.

2.5 Addendum and Notice

The City may, at its discretion, amend or supplement the documents for the Bid Solicitation by addendum at any time prior to the closing date for receipt of Proposals. Changes to the Bid Solicitation documents shall be made by addendum only. Such changes made by addendum shall be supplementary to and an integral part of the Bid Solicitation. In the event of any conflict or inconsistency in the wording or any issue of interpretation, addenda, when issued, shall, to the extent of such conflict or inconsistency, take priority over the original wording in the documents and any wording in prior addenda.

Addenda will be posted on the City's tender web page. While the City will endeavor to provide notification of the issuance of an addendum to prospective Proponents who have registered as a plan taker with the City, the City assumes no liability for the notification and it is the responsibility of each Proponent to monitor the City's tender web page and determine whether any addenda have been issued by the City.

Upon the issuance of any addendum the City shall provide at least five business days between the issuance of the addendum and the closing date for the receipt of Proposals. If a Proponent has already submitted its Proposal to the City and an addendum is subsequently issued by the City the Proponent shall resubmit prior to the closing date for receipt of Proposals the addendum acknowledgment form acknowledging all addenda issued by the City. The addendum acknowledgment form shall be delivered in person or sent either by facsimile at 705-671-8118 or by email to tenders@greatersudbury.ca. Failure to resubmit the addendum acknowledgment form may result in disqualification of the Proponent in accordance with Schedule B of the City's Purchasing By-law. If a Proponent wishes to change its Proposal as a result of the issuance of an addendum by the City then it shall have reference to Section 2.20 - "Withdrawal of Proposals".

Where the City chooses to respond to a question from a Proponent or wishes to provide additional information which is not intended to amend the Bid Solicitation (for example: questions of an administrative nature) the City may do so through the issuance of a notice to Proponents. Notices shall be made available in the same way as addenda as stated above but shall not require any acknowledgment by Proponents.

2.6 Errors and Omissions

The City shall not be held liable for any errors or omissions in any part of this Bid Solicitation. While the City has used considerable effort to ensure an accurate representation of information in this Bid Solicitation, the information contained is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in the Bid Solicitation is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed herein.

2.7 Quantities

While the City has made every effort to ensure that quantities stated in the Bid Solicitation are accurate, the City assumes no liability for any inaccuracy and the Successful Proponent shall be paid based on "the actual quantities". Stated quantities are approximate and are provided for the purpose of comparing competing Proposals only.

2.8 Clarification of Proposals Following Bid Close

The City reserves the right to request additional information from any Proponent in order to clarify the contents of its Proposal. Requests for clarification shall be in writing with the official point of contact indicated in Section 2.4.

For clarity, nothing herein shall require the City to request a clarification from any Proponent and if a clarification is requested nothing shall require the City to request such clarification from all Proponents.

2.9 Irrevocability of Proposals

Subject only to Section 2.20, Proposals shall be irrevocable and shall remain in effect and open for acceptance by the City for ninety (90) days after the closing date for receipt of Proposals.

2.10 Validity of Proposals

The process for determining procedural compliance of Proposals will be in accordance with schedule "B" to the City's Purchasing By-Law, attached hereto.

2.11 Reserved Rights

The City reserves the right, in its sole discretion, to reject any or all Proposals and to award to a Proponent submitting a Proposal which is not necessarily the lowest.

Without restricting the generality of the statement above, the City shall not be required to award or accept any Proposal and may, in its sole discretion, and at any time, choose to cancel the Bid Solicitation. Thereafter, the City may take such steps as it deems fit, in its sole discretion, and may, without limitation and without any liability for so doing, issue one or more revised Bid Solicitations for the Work, complete the Work with its own forces, negotiate with any Proponent or take no further steps.

The City reserves the right to waive any issues of non-compliance that it deems, in its sole discretion, to be non-material, trivial or insignificant. Where the City exercises its right to waive herein it may accept the Proposal as submitted or may require the Proponent to correct such issue provided that there shall be no change in the Proposal price.

Where Proposals received exceed the Council Approved Budget for the Work, the City reserves the right to negotiate with the Proponent providing the Best Value where, in the City's sole discretion, the changes required to achieve an acceptable Proposal are of a minor nature and will not change the general nature of the Work. No Proponent shall have any rights against the City arising from such discussions or negotiations.

2.12 Disqualification of Proponents

The City, in its sole discretion, may exclude a Proponent from eligibility to submit Proposals or a submitted Proposal may be summarily rejected and returned to a Proponent where one of the following circumstances has occurred:

- a) The Proponent is or has been involved in Litigation with the City, its elected officials, officers or employees;
- b) The Proponent has failed to pay an amount owed to the City when due and owing;
- c) There is documented evidence of poor performance, non-performance or default by the Proponent in respect to any Contract;
- d) The Proponent has withdrawn its Proposal on a previous Bid Solicitation after Proposals have been opened by the City;
- e) The Proponent is in breach of section 7 of the Purchasing By-Law (official point of contact);
- f) The Proponent has been determined to be in non-compliance with the terms of the City's Fair Wage Policy as adopted pursuant to By-Law 2007-298 or as amended;
- g) The Proponent or its personnel has demonstrated abusive behaviour or threatening conduct towards City employees, their agents or representatives;
- h) The Proponent has been convicted of a criminal or quasi-criminal offence including but not limited to fraud or theft; or,
- i) The Proponent has been convicted of an offence pursuant to the *Occupational Health and Safety Act*, as amended, where the circumstances of that conviction demonstrate a disregard on the part of the Proponent for the health and safety of its workers or the general public.

For the purposes of this Section 2.12, Proponent shall be deemed to include any related entity and any partner, principal, director or officer of such Proponent as well as any other legal entity with one or more of the same partner(s), principal(s), director(s) or officer(s).

2.13 Award

If the City chooses to award the Bid Solicitation, the award shall be to the Proponent having submitted the Proposal which provides the Best Value for the City as determined by the scoring of the Proposals in accordance with the evaluation criteria contained in Section 2.3. The City reserves the right, in its sole discretion, to award the Bid Solicitation in whole or in part to one or more Proponents. The Award of this Bid Solicitation is conditional upon the allocation of sufficient funds by the Council for the City of Greater Sudbury.

2.14 Bid Deposit

Each Proponent shall submit with their Proposal, **a Bid Deposit in the amount of \$3,500.00 for each playground location bid**, in the form of a bank draft or certified cheque or irrevocable letter of credit or money order.

Note: For each playground that a proponent submits a proposal, a separate bid deposit "must" be submitted with the other submission requirements.

Should the Proponent withdraw its Proposal before ninety (90) days have elapsed from the closing date of the Bid Solicitation, fail to execute a Contract within fourteen (14) calendar days of receipt or fail to comply with any submission or other requirements within fourteen (14) calendar days of receipt of notification of the award, the City shall be at liberty to accept any other Proposal or issue a new Bid Solicitation or carry out the Work in any other way as the City may deem appropriate, in its sole discretion. The Proponent further agrees to pay to the City the difference between its Proposal and any greater sum which the City may incur or for which it may become liable as a result of such failure including the cost of advertisement for a new Bid Solicitation and to fully indemnify and save harmless the City, its elected and unelected officials, officers, employees and agents from all loss, liability, costs, charges or expense whatsoever which it, they or any of them may suffer or incur by reason of any such default or failure.

2.15 Amounts All Inclusive

Unless otherwise stated herein, the price or prices submitted by the Proponent shall be in full compensation for all items including but not limited to labour, equipment, materials, mobilization, demobilization, tipping fees, income taxes, overhead and profit and permit costs excepting only applicable taxes which shall be identified separately in the Proposal. Any items omitted therefrom which are clearly necessary for the completion of the Work shall be considered part of the Work and included in the price submitted, notwithstanding that it may not be directly specified in the Bid Solicitation.

2.16 Taxes, Duties and Freight

Harmonized Sales Tax ("H.S.T.") applies to all goods and services purchased by the City, unless such goods or services are specifically exempted. H.S.T. is calculated at the applicable rate and is payable by the City at the time payment is made for the purchase. Proponents will be required to register for purposes of the tax, collect the tax on their taxable supplies to the City and remit to governmental authorities as required by legislation. The successful Proponent(s) will be required to provide the City with their H.S.T. registration number. The H.S.T. amount will be identified separately on the Bid form. The total Contract price shall be inclusive of all government sales taxes, including H.S.T., custom duties and excise taxes applicable with respect to the Contract, and shall be paid by the Proponent unless otherwise provided by statute.

All invoices and progress billings issued to the City must contain adequate information and supporting documentation as specified by legislation and regulations for the purpose of input tax credits and/or rebates in respect of the H.S.T. payable or paid by the City. The successful Proponent, if and when required, will provide any necessary documentation that the City would require to support H.S.T. recovery claims.

Prices for any Goods shall be F.O.B. destination shown and shall include all fees, tariffs, charges, surcharges and/or expenses associated with the delivery of any kind.

2.17 Substitutions

Wherever possible generic specifications have been used to describe goods or services or the term “brand name” or “equivalent” to ensure that there are fair and equitable opportunities for all Proponents.

Where, pursuant to the Bid Solicitation, the Proponent is required to supply a product or group of related products designated by trade or supplier’s name followed by the words “or approved equal” or similar terminology, the Bid Solicitation shall be based only upon supplying the product or group of products so designated, which shall be regarded as the standard of quality required by the specifications.

No request for a substitution shall be made by a Proponent prior to award of the Bid Solicitation. Subsequent to the Award, substitutions shall be made only with the prior written approval of the City, which approval shall be at the sole discretion of the City. No price shall be based on a presumed acceptance by the City of a substitute item or supply.

2.18 Materials/Equipment

Unless otherwise stated by the City, Goods of any type offered to the City hereunder shall be new and unused, of good quality and free from defects in workmanship, material and design. Receipt by the City of any Goods shall not waive any of the Proponent’s obligations herein and any defective Goods shall be returned and replaced at the Proponent’s sole risk and expense.

Unless otherwise stated, Goods supplied shall comply with all applicable specifications and industry standards, whether or not such specifications or standards are referenced in this Bid Solicitation (for example CSA, ESA, UL, etc...).

2.19 Costs Incurred By Proponents

All expenses involved with the preparation and submission of Proposals to the City, or any Work performed in connection therewith shall be the responsibility of the Proponent. No payment will be made for any Proposal received or for any other effort required or made by the Proponent prior to commencement of Work as defined by the Bid Solicitation.

2.20 Background Studies and Information

Background studies and information such as soils reports or environmental studies are prepared for design purposes, and when provided to the Bidder, are for information purposes only. Bidders shall rely on their own investigation and interpretation of this information, and draw their own conclusions as to how this will affect their bidding and construction techniques.

2.21 Intentionally Left Blank

2.22 Withdrawal of Proposals

A Proponent may request that his or her submitted Proposal be withdrawn, up until the expiry of the time for submission of Proposals for a particular Bid Solicitation. A Proponent wishing to withdraw from a particular Bid Solicitation must execute an appropriate withdrawal form, signed by a principal of the Proponent, or provide a letter from the Proponent, signed by a principal, withdrawing the Proposal. The Agent shall then return the withdrawn Proposal unopened to the Proponent. The completed withdrawal form, specific to the time of return, shall then be signed by the Agent and kept with the other Proposals until the opening of Proposals.

The withdrawal of a Proposal in accordance with this section shall not disqualify a Proponent from submitting another Proposal for the same Bid Solicitation.

2.23 Limit on Liability

The Proponents agree that, if the City is found to be liable for any act or omission in respect of, without limitation, the administration of the procurement process or award by it of this Bid Solicitation, the total liability and aggregate amount of damages recoverable against the City for any matter or relating to or arising from any act or omission by the City, whether based upon an action or claim in contract, warranty, equity, negligence or otherwise, shall be limited to the Proponent's cost of preparing its Proposal.

2.24 Debriefing

Proponents may, within sixty (60) business days of being informed that they have been unsuccessful in relation to this Bid Solicitation, make a written request to the official point of contact for a debriefing and the City shall arrange a debriefing meeting to discuss the details of the particular Proponent's submission.

Where a Proponent is dissatisfied subsequent to the debriefing meeting, he or she may, within ten (10) business days of the date of the debriefing meeting, file a formal written complaint to the City's Purchasing Agent which complaint shall be investigated and a written response provided within sixty (60) business days of receipt of the formal written complaint.

2.25 Anti-Idling

The City endeavors to be an environmentally responsible municipal government. We encourage contractors performing Work on behalf of the City to avoid, whenever possible, unnecessary engine idling.

2.26 Fair Wage Policy

For all new building and renovation construction over \$160,000.00, the City of Greater Sudbury Fair Wage Policy must be adhered to. The City's Fair Wage Policy and the Provincial Wage Schedule for Zone 24 Sudbury can be found on our tender website:

<http://www.greatersudbury.ca/business/tenders-purchasing/fair-wage-policy/>

2.27 Application of Municipal Freedom of Information and Protection of Privacy Act

By submitting a Bid, the Proponent agrees that any and all information contained in its Bid will be treated in accordance with the relevant provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). Section 10 of MFIPPA extends protection in certain circumstances to records which reveal a trade secret or scientific, commercial, financial or labour relations information. The Information and Privacy Commissioner (IPC) has held that unit pricing, quantities and extended prices arising out of competitive procurement are records that a municipality may not refuse to disclose pursuant to section 10 of MFIPPA. Accordingly, the City reserves the right to disclose pricing information, including quantities and unit, extended and total pricing, and the Proponent, in submitting its Bid, hereby consents to such disclosure.

2.28 Conflict of Interest

Proponents shall immediately disclose to the official point of contact any potential or real conflict of interest whether direct or indirect in nature as it may relate to the City, its elected officials, officers, employees and/or the present Bid Solicitation. Where, in the City's opinion, a significant conflict of interest is found to exist and cannot be sufficiently mitigated, the City reserves the right to disqualify the Proponent from participating in the Bid Solicitation.

2.29 Alternate Proposals

Proponents may wish to submit one or more proposals representing an alternative to the requirements of the Bid Solicitation. Such alternatives will be considered, provided that they comply with the essential requirements of the Bid Solicitation and contain sufficient details to allow comparison to the base submission. Alternatives that are not compliant with the requirements of the Bid Solicitation will not be considered and will be rejected. Proponents shall submit any alternate proposal in the same envelope or package as their base proposal and shall clearly note the alternative proposal as an "alternate proposal". Proponents shall use the bid forms provided by the City for the submission of any alternate proposals. For clarity, a Proponent shall not be required to submit any additional Bid Deposit or Performance Guarantee in relation to their alternate proposal.

3 Part 3 – Submission Requirements

3.1 Submission Requirements

In addition and subject to the requirements of Schedule “B” of the City’s Purchasing By-Law attached hereto which should be carefully reviewed by Proponents, Proponents shall comply with the following submission requirements:

- a) The Proponent should submit **four (4) copies** of its Proposal using the proposal forms attached to this Bid Solicitation which shall contain a signature of the person submitting the Proposal or the person duly authorized by a corporate entity to submit a Proposal on its behalf. At least one copy of the Proposal should be marked as the **“original”**.
- b) Proponents must submit with their proposal, a bid deposit(s) as noted in Item 2.14.
- c) **Proponents should also submit an electronic copy of their Proposal on a USB key in Adobe PDF format.** Please save your completed file as **CONTRACT #_YOURCOMPANYNAME**
- d) Ensure the **Addendum Acknowledgement Section** has been completed if any addendums have been issued. Failure to complete this section when addendums have been issued may render your Proposal as non-compliant.
- e) Complete and submit the **Declaration of Accessibility Compliance Form**.
- f) Complete and submit the **Reference Form**.
- g) The Proponent should provide a response to all submission requirements as per **the Terms of Reference of the RFP**.
- h) When preparing your Proposal submission, please refer to Schedule ‘B’ of CGS Purchasing By-Law 2014-1, to ensure compliancy of your submission.

4 Part 4 – Terms and Conditions

4.1 Contract

Following the award of the Bid Solicitation, the City shall notify the successful Proponent(s) that its Proposal has been accepted. Where applicable, the contract will be delivered to the successful Proponent(s) in person or by mail.

The successful Proponent(s) will be issued a **Purchase Order** upon award and shall provide the Services in accordance with the terms and conditions of this Bid Solicitation for the amounts Bid.

The successful Proponent(s) shall have fourteen (14) calendar days from receipt of the document to execute and return same to the City. Failure to execute and return the contract within the specified time may result in legal action, the disqualification of the Proponent from future Bid Solicitations, the forfeiture of any Bid Deposit, the award by the City to another Proponent and/or the issuance of a new Bid Solicitation.

4.2 Payment Terms

Unless otherwise specified, the terms of payment for all invoices relating to this Bid Solicitation are net thirty (30) days and the successful Proponent shall only invoice the City for Goods, Services and/or Construction provided in accordance with the Bid Solicitation or as may be mutually agreed in writing between the parties. Invoices shall include the Contract number for the Bid Solicitation and any purchase order number, where applicable. Failure to reference the Contract number and/or Purchase Order number, where applicable, may result in the delay or non-payment of invoices.

For Bid Solicitations that involve Improvements as defined in the *Construction Lien Act*, the Proponent shall follow all steps required by such legislation and payment(s) by the City shall be made in accordance with the provisions thereof.

Where the City is of the opinion, in its sole discretion, that there are issues of quality, defects, non-conformance or non-performance, the City, in addition to other legal rights it may have, reserves the right to withhold payment in an amount appropriate given the nature of the issues until such issues have been rectified to the City's satisfaction.

4.3 Permits, Licences and Approvals

Unless otherwise stated, the successful Proponent shall be responsible for applying for, obtaining and maintaining, at its own cost (excepting building permit fees, municipal site plan approval or committee of adjustment application fees) all necessary permits, licences, consents and approvals relating to the provision of the Work in accordance with the Contract and shall not do or cause to be done anything in violation of any such permits, licences, consents and approvals. If the attention of the successful Proponent is called to any such violation on the part of the successful Proponent, or of any person employed or engaged by the successful Proponent, the successful Proponent shall immediately, at its sole expense, cease such action and correct the violation. Further, upon completion of the Work, the Proponent must furnish final certificates of approval by the inspecting authority, where applicable and required.

4.4 Exclusivity Clause

The City makes no guarantee of the value or volume of the Services to be purchased from the successful Proponent. The Bid Solicitation will not result in an exclusive Contract for the provision of the described Services. The City may contract with others for the same or similar Services to those described in this Bid Solicitation or may obtain same or similar Services internally.

4.5 Cancellation/Suspension/Termination

The City, in its sole discretion and at any time during the term of the Contract hereunder, reserves the right, upon notice in writing to the successful Proponent, to immediately cancel or delete any portion of the Work that is the subject of this Bid Solicitation and the Proponent agrees to such cancellation or deletion without any claim whatsoever because of such cancellation or deletion.

The City, in its sole discretion and at any time during the term of the Contract hereunder, reserves the right, upon thirty (30) days notice in writing to the successful Proponent, to suspend or terminate the Contract entered into hereunder and the Proponent agrees to such suspension or termination without any claim whatsoever because of such suspension or termination.

The City may immediately terminate the Contract by notice in writing without any liability for doing so where, the City, in its sole discretion, determines that the successful Proponent has failed to supply the Goods, Services and/or Construction that are the subject of this Bid Solicitation, has supplied Goods, Services and/or Construction that are not in strict compliance with the requirements of this Bid Solicitation or has failed to comply with any terms or conditions of the Contract between the parties.

4.6 Performance Guarantee

The Bid Deposit provided by the successful Bidder pursuant to section 2.12 – Bid Deposit shall be retained and shall serve as a performance guarantee for the duration of the Contract.

Upon the breach by the successful Bidder of any of the terms or conditions of the Contract, the City may, at any time, use all or part of the performance guarantee on account of the damages or losses suffered or incurred by the City. The use of performance guarantee shall not in any way limit the City's ability to collect additional amounts owing from the successful Bidder.

4.7 Workplace Safety and Insurance Board

Prior to commencement of any Work herein, the successful Proponent shall provide to the City a Certificate of Clearance from the Workplace Safety and Insurance Board. The successful Proponent shall maintain its good standing and shall provide to the City current Certificates of Clearance throughout the duration of the Contract.

4.8 Insurance

For the duration of this Contract, the successful Proponent shall, at its expense maintain in effect, with an insurer licensed in Ontario the following insurance coverages and policies:

- (a) Comprehensive General Liability insurance on an occurrence basis for an amount **\$2 Million (\$2,000,000) dollars**. Any Aggregate limit shall be equal to or greater than the amount of minimum requirements stated above, for the Comprehensive General Liability policy. Such policy shall include non-owned automobile liability, personal injury, broad form property damage, contractual liability, tenants legal liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
- (b) Automobile Liability Insurance for an amount of **\$2 Million (\$2,000,000) dollars** of standard wording covering motor vehicles owned, leased or operated by or on behalf of the Service Provider in connection with the Services to be provided under this Agreement.

Each policy of insurance shall provide that the policy shall be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to the City. To the extent applicable, the policies herein shall include the City as an additional insured with respect to the successful Proponent's operations, acts and omissions relating to its obligations under the Contract. Each policy of insurance shall contain either no deductible amount or a deductible amount which is reasonable considering the financial circumstances of the successful Proponent. The successful Proponent shall be responsible to pay all deductible amounts. Each policy of insurance shall also provide that neither the successful Proponent nor the insurer shall cancel, materially change or allow the policy to lapse without first giving the City thirty days prior written notice. No policy shall contain any provision which would contravene the obligations of the successful Proponent hereunder or otherwise be to the detriment of the City.

Within 14 calendar days of being advised of the award the successful Proponent shall provide or cause to be provided to the City a certificate of insurance completed by its insurer, in the City's standard form, which shows that the policy or policies placed and maintained by it complies with the requirements of this Bid Solicitation. Upon request by the City, the successful Proponent shall forthwith provide full copies of the insurance policies required herein. The City's standard Certificate of Insurance form can be obtained at:
<http://www.greatersudbury.ca/business/tenders-purchasing/certificate-of-insurance-for-contractors/>.

The successful Proponent shall not commence work until satisfactory evidence of insurance has been filed with and approved by the City. No review or approval of any such insurance certificate by the City shall derogate from or diminish the City's rights or the successful Proponent's obligation contained in this Contract. The successful Proponent shall further ensure that evidence of the continuance of said insurance is filed with the City prior to each policy renewal date for the duration of the contract.

If at any time the City is of the opinion that the insurance taken out by the successful Proponent is inadequate in any respect, it shall forthwith advise the successful Proponent and the successful Proponent shall forthwith take out additional insurance satisfactory to the City. The taking out of insurance shall not relieve the successful Proponent of any of its obligations under this Bid Solicitation or limit its liability hereunder.

If there is an Umbrella or Excess Liability policy, the certificate of insurance must clearly identify which underlying liability policy is affected by the umbrella or excess limits. No review or approval of any such insurance certificate by the City shall derogate from or diminish the City's rights or the successful Proponent obligation contained in this agreement.

The types of insurance, limits and deductibles shown above are for 'standard' situations only. If the successful Proponent is involved in contracting for an unusual situation that has higher than normal risk, it is the responsibility of the successful Proponent to purchase proper insurance coverage and higher limits of insurance as stated herein.

No policy shall contain any provision which would contravene the obligations of the successful Proponent hereunder or otherwise be to the detriment of the City.

4.9 Indemnification

The successful Proponent shall indemnify and save harmless the City, its elected and unelected officials, officers, employees and agents (the "Indemnified Parties") from and against all costs (including, without limitation, legal fees, disbursements and administrative costs), claims, actions, losses, injuries, expenses, damages, fines, judgments or recoveries suffered by or made, brought or recovered against the Indemnified Parties, or any of them, resulting from any act or omission, willful misconduct or errors of the successful Proponent, its directors, officers, employees, agents, assigns or anyone for whom at law the successful Proponent is responsible in connection with the Work provided, purported to be provided or required to be provided hereunder unless the injury, loss or damage is caused solely by the negligence of the Indemnified Parties while acting within the scope of their respective employment, roles or duties.

4.10 Set-Off

During the term of the Contract the City reserves the right to set-off any indebtedness of the successful Proponent to the City, regardless of how such indebtedness arises, against amounts owed to the successful Proponent hereunder.

4.11 Ownership of Deliverables

Unless otherwise stated and to the extent permitted by law any deliverables required of the successful Proponent hereunder shall be the exclusive property of the City. The City shall own all rights of copyright and such deliverables shall not be used, copied or modified by anyone without the prior written permission of the City.

4.12 Salvage Goods

If the Work herein involves the removal or replacement of any Goods, material or equipment that may be of some continuing value, such Goods, material or equipment shall remain the property of the City unless otherwise stated herein and the successful Proponent shall return or provide such Goods, material or equipment to a location as determined by the City.

4.13 Confidentiality

The successful Proponent agrees that all personal information that it acquires knowledge of as a result of the Work will be used, retained, protected, disclosed and disposed of in accordance with all applicable municipal, provincial and federal laws and regulations governing the collection, use, retention, disclosure and disposal of such information, including but not limited to the *Municipal Freedom of Information and Protection of Privacy Act*. The successful Proponent shall not at any time before, during or after completion of the Work, use or disclose any personal or confidential information communicated to it or acquired by it in the course of carrying out the Work for any purpose other than the completion of the Work herein, in accordance with applicable law or as specifically agreed in writing by the City.

4.14 Accessibility

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.

Regulations enacted under the Act apply to the City and third parties that provide Goods and Services to members of the public. The successful Proponent and any subcontractors hereunder will meet or exceed compliance with all applicable regulations under the *Accessibility for Ontarians with Disabilities Act, 2005* and it is the successful Proponent's responsibility to ensure it is fully aware of, and meets all requirements.

4.15 Applicable Law

The successful Proponent shall comply and ensure compliance with all applicable laws, regulations, rules and by-laws of the federal, provincial and municipal governments. This Bid Solicitation and any Contract entered into between the parties hereunder shall be governed and construed in accordance with the laws of the province of Ontario. Any legal proceedings shall be commenced before the Superior Court of Justice in the District of Sudbury.

4.16 Assignment

The successful Proponent shall not assign, transfer, convey or otherwise dispose of its Contract or its right, title or interest therein, or its power to execute such Contract to any other person, firm or corporation without the prior written consent of the City which consent may be withheld or granted subject to conditions, in the City's sole discretion.

4.17 Occupational Health and Safety

The successful Bidder acknowledges that it has read, understood and shall at all times comply and take all necessary steps to ensure compliance by its workers and any subcontractors with all applicable federal, provincial or municipal legislation relating to occupational health and safety, all applicable regulations thereunder and any and all applicable industry standards and guidelines (the "Health & Safety Requirements") pertaining to the Work. The successful Bidder for this Bid Solicitation shall be the Constructor for the purposes of the *Occupational Health and Safety Act* (the "OHSA"), any regulations thereunder and any applicable industry standards and guidelines pertaining to the Work and shall meet all applicable requirements including but not limited to registration as a "constructor" and filing of a Notice of Project as may be required.

Without limiting the generality of the foregoing, the successful Bidder shall be responsible for taking every precaution reasonable in the circumstances for the protection of all workers associated with the Work, whether employed by the successful Bidder, the City, or a third party. The successful Bidder shall be solely and exclusively responsible for controlling the site of the Work and shall take all necessary steps to effectively direct and supervise the Work to ensure conformity with the Health & Safety Requirements.

The successful Bidder shall ensure that it has implemented and maintains a comprehensive safety program in relation to the Work including but not limited to having written policies and procedures relating to health and safety aspects of the Work, training on the Health & Safety Requirements, standards and guidelines and monitoring and enforcement of its safety program.

Upon request, the successful Bidder shall provide the City with its health and safety policies and program for control and supervision of the Work by the Constructor. The successful Bidder agrees that the receipt and/or review by the City of any health and safety policies, procedures or programs of the successful Bidder shall not constitute an approval as to the content of such policies, procedures or programs and it shall be the responsibility of the successful Bidder to ensure that such documents meet the Health & Safety Requirements.

The successful Bidder shall be responsible for the selection of its subcontractors and shall be solely responsible for the means, methods, techniques, sequences and procedures and for coordinating the Work and ensuring that foreseeable health or safety hazards are known by its own employees and the employees of any subcontractor as well as the employees of the City or any other third parties required to be at or on the project. The successful Bidder shall ensure that all of its employees and the employees of any subcontractor are qualified to perform the Work and are trained in the Health & Safety Requirements. The City or its authorized representatives shall have access to the site of the Work at all times for the purposes of determining compliance with the requirements of the Bid Solicitation and it is understood and agreed that the City shall not be performing any supervisory or inspection function with respect to the Health & Safety Requirements or controlling the Work at the site of the Work.

Prior to commencing any Work hereunder and in addition to the requirements above the successful Bidder shall ensure that it obtains **CGS EHS Rules – Contractor is the Constructor**

The City of Greater Sudbury has partnered with NORCAT to manage the training records as required by each contract. Contractors may submit their training records to the Registration Office at NORCAT. Training records can be physically brought into NORCAT at 1545 Maley Drive in Sudbury or, if more convenient e-mailed to: records@norcat.org to be uploaded on behalf of the clients but will not show as fully compliant until the service fee is paid in person at the NORCAT facility. The fee for this service is \$20 per individual per year and records may be updated as often as necessary within the year at no additional cost. These records of training will be uploaded onto the individual's NORCAT Safety Wallet Smart Card. City of Greater Sudbury personnel will be scanning the NORCAT Safety Wallet Smart Card periodically to ensure compliance with the training outlined in the contract documents.

5 Part 5 – Definitions and Interpretation

5.1 Definitions

“City” means the municipal corporation of the City of Greater Sudbury;

“Work” shall include all Goods, Services and/or Construction described in this Bid Solicitation and any Goods, Services and/or Construction necessarily incidental to those described as required for the proper delivery or provision Goods, Services and/or Construction;

5.2 Interpretation

- (a) Terms herein which are undefined herein shall, where applicable, have the meaning ascribed to them in the City's Purchasing By-law, as amended from time to time.
- (b) All references to amounts in this Bid Solicitation shall be in Canadian dollars unless another currency is specifically requested herein.

6 Part 6 – Schedules

6.1 Schedule 1

- **Schedule B to By-Law 2014-1 of the City of Greater Sudbury**
- **Certificate of Insurance – Sample (to be provided by successful Proponent only)**

6.2 Schedule 2

- **Terms of Reference/Scope of Work**

6.3 Schedule 3

- **Proposal Bid Form**
- **Declaration of Accessibility Form**
- **Reference Form**
- **Experience and Qualification Form**
- **Label Sheet**



City of Greater Sudbury

Contract CDD18-88 Request for Proposal For the Playground Revitalization Project Phase 1

6.1 Schedule 1

- **Schedule "B" to By-Law 2014-1 of the City of Greater Sudbury**
- **Certificate of Insurance – Sample (to be provided by successful Proponent)**

Schedule "B"

to By-Law 2014-1 of the City of Greater Sudbury

Page 1 of 3

Unless indicated otherwise by the Agent in writing, where time is provided pursuant to this Schedule such time shall commence upon written notification being sent by the Agent.

| | Irregularity | Response |
|---|---|---|
| 1 | Late Bid. | Automatic rejection. Bid not to be accepted at the counter. If accepted (for example: received by mail) such Bid shall not be opened or read publicly and shall be returned to the Bidder. |
| 2 | Unsealed Submission Package | Automatic rejection. |
| 3 | Failure to attend or have a representative in attendance at a Mandatory Information Meeting within the prescribed time period. | Automatic rejection where such meeting is specified as mandatory in the Bid Solicitation. |
| 4 | Any other irregularities. | Automatic rejection. The Agent and the applicable SMT Member in consultation with the City Solicitor shall have authority to waive other irregularities or grant 4 business days to initial or correct such other irregularities determined by them to be trivial or insignificant. |
| Bid Deposit and Performance Guarantee (Where Required) | | |
| 5 | No Bid Deposit, performance guarantee or agreement to bond or insufficient Bid Deposit, Performance Guarantee or agreement to bond. | Automatic rejection. |
| 6 | Failure to execute agreement to bond (Surety's Consent). | Automatic rejection. |
| 7 | Failure to execute Bid Bond by Bidder or Bonding Company. | Automatic rejection. |

Schedule "B"
to By-Law 2014-1 of the City of Greater Sudbury

Page 2 of 3

| Bid Documents and Execution | | |
|------------------------------------|--|--|
| 8 | All required sections of Bid documents not completed. | Automatic rejection unless, in the opinion of the Agent and the applicable SMT Member in consultation with the City Solicitor, the incomplete nature is trivial or insignificant in which case 4 business days shall be provided to complete the required sections. |
| 9 | All required Bid documents not submitted | Automatic rejection unless, in the opinion of the Agent and the applicable SMT Member in consultation with the City Solicitor, the bid document not provided contains information which is trivial or insignificant in which case 4 business days shall be provided to submit the document(s). |
| 10 | Qualified Bids (Bids qualified or restricted by an attached statement). | Automatic rejection unless, in the opinion of the Agent and the applicable SMT Member in consultation with the City Solicitor, the qualification or restriction is trivial or not significant. |
| 11 | Bids received on documents other than those provided or specified by the City. | Automatic rejection unless in the opinion of the Agent and the applicable SMT Member in consultation with the City Solicitor, the intention of the Bidder is clear and the Bid documents do not materially deviate from those provided by the City. |
| 12 | Bids Containing Clerical Errors, which are trivial or insignificant. | Four (4) business days to correct and initial errors. The determination of what constitutes trivial or insignificant errors shall be made in the opinion of the Agent and the applicable SMT Member in consultation with the City Solicitor |
| 13 (a) | Bids completed and/or signed in erasable medium. | Automatic rejection. |
| (b) | Failure to include a signature of the person authorized to bind the Bidder in the space provided in the Bid documents. | Automatic rejection. Where the Bidder has provided a signature that does not appear to be an original signature (for example: a photocopy) the Bidder shall be provided with 4 business days to provide an original signature. |

Schedule "B"

to By-Law 2014-1 of the City of Greater Sudbury

Page 3 of 3

| Bid Documents and Execution | | |
|------------------------------------|---|--|
| 14 (a) | Uninitialled changes to the Tender documents, other than unit prices, which are trivial or insignificant; | Four (4) business days to initial changes. The determination of what constitutes trivial or insignificant uninitialled changes shall be made in the opinion of the Agent and the applicable SMT Member in consultation with the City Solicitor. |
| (b) | Unit prices in the Schedule of Prices have been changed but not initialled and the Contract totals are consistent with the price as changed; | Four (4) business days to initial change in unit price. |
| (c) | Unit prices in the Schedule of Prices which have been changed but not initialled and the Contract totals are inconsistent with the price as changed; | Automatic rejection. |
| (d) | Unit price extension which is not consistent with the unit price. | The Agent will update the extended price based on the stated unit price. (No change shall be made to the stated unit price.) The Bidder shall be provided 4 business days to initial the changes as made by the Agent. |
| 15 | Other mathematical errors which are not consistent with unit prices or where an error has been made transferring an amount from one part of the submission to another | The Agent shall correct the error(s) or update with the amount shown before transfer, and shall update the ensuing totals accordingly. The Bidder shall have 4 business days to initial corrections as made by the Agent |
| 16 | Bids, in which all necessary Addenda have not been acknowledged. | Automatic rejection unless in the opinion of the Agent and the applicable SMT Member in consultation with the City Solicitor, the addendum (addenda) does not significantly impact the bid, in which case the Bidder will be provided 4 business days to formally acknowledge the addendum (addenda) with no change or amendment permitted to the financial Bid. |

Sample - Certificate of Insurance - Contractors

This is to certify that the insured,
named below is insured as described
below.

| | | | | | | |
|--|---|--|-----------------------------------|--|--|--|
| Name of Insured | | | | | Telephone Number (Area Code) | |
| Insured's Address | | | City | | Postal Code | |
| Contract Title and Number To Which This Certificate Applies | | | | | | |
| Full Description of Work | | | | | | |
| LIABILITY | INSURER'S NAME | POLICY NUMBER | EFFECTIVE DATE yr mo day | EXPIRY DATE yr mo day | LIABILITY LIMITS(Bodily Injury & Property Damage- Inclusive) | DEDUCTIBLE |
| Commercial General Liability | | | | | \$ | \$ |
| Umbrella/Excess Follow Form Auto Follow Form Liability | | | | | \$ | \$ |
| Commercial General Liability | Includes: Occurrence Basis, including Personal Injury, Property Damage, Broad Form Property Damage (including Completed Operations), Contractual Liability, Non-Owned Auto Liability, Operations Performed by Sub-Contractors, Employees As Additional Insureds, Products-Completed Operations, Contingent Employers Liability, Cross Liability Clause and Severability of Interest Clause. | | | | | |
| CHECK WHICH OF THE FOLLOWING ARE INCLUDED IN THE COMMERCIAL GENERAL LIABILITY POLICY: | | | | | | |
| CCDC Compliance | | Total Pollution Exclusion | | Standard Pollution Exclusion | | Limited Pollution Coverage (120 Hour) |
| Hot Process Roofing Exclusion / Restriction | | | Off-Premise Welding Exclusion | | Off-Premise Welding Limit \$ | |
| CHECK WHICH OF THE FOLLOWING ARE INCLUDED IN THE COMMERCIAL GENERAL LIABILITY POLICY: (When NOT Performed By Sub-Contractors) | | | | | | |
| Underpinning Coverage | | <input type="checkbox"/> Pile Driving Coverage | | <input type="checkbox"/> Demolition Coverage | | <input type="checkbox"/> Blasting Coverage |
| Collapse | | | | | | |
| The CITY OF GREATER SUDBURY has been added as an additional insured to the above policies but only with respect to their interest in the operations of the Named Insured. | | | | | | |
| OTHER POLICIES | INSURER'S NAME | POLICY NUMBER | EFFECTIVE DATE yr mo day | EXPIRY DATE yr mo day | LIMITS OF COVERAGE | |
| Motor Vehicle Liability "All vehicles owned or operated by the insured" | | | | | \$ | |
| Builder's Risk | | | | | \$ | |
| Environmental Impairment Liability | | | | | \$ | |
| Asbestos Abatement | | | | | \$ | |
| Mold Remediation | | | | | \$ | |
| Professional Liability | | | | | \$ | |
| Watercraft | | | | | \$ | |
| Other | | | | | \$ | |
| This certifies that the policies of insurance described above have been issued by the undersigned to the Insured named above and are in force at this time. | | | | | | |
| If cancelled or materially changed in any manner that would affect the CITY OF GREATER SUDBURY as outlined in coverage specified herein for any reason, so as to affect this certificate, thirty (30) days prior written notice with the exception of motor vehicle liability being fifteen (15) days prior written notice, by registered mail or facsimile transmission will be given by the insurer(s) to: | | | | | | |

CITY OF GREATER SUDBURY, ATTENTION: RISK MANAGEMENT / INSURANCE OFFICER
200 BRADY STREET, P.O. BOX 500, STATION A, SUDBURY, ON, P3A 5P3 FAX: (705) 673-0344

This certificate is executed and issued to the aforesaid City of Greater Sudbury, the day and date herein written below.

| | | | |
|---|--|--|---------------------------|
| Name and Address of Insurance Company or Broker (completing form) | | Telephone Number with Area Code | Fax Number with area code |
| Name of Authorized Representative or Official (Please Print) | | Signature of Authorized Representative or Official | Date (Year, Month, Day) |



City of Greater Sudbury

Contract CDD18-88 Request for Proposal For the Playground Revitalization Project Phase 1

6.2 Schedule 2

- **Terms of Reference**

**Contract CDD18-88
Request for Proposal
For the Playground Revitalization Project
Phase 1**

Terms of Reference

Overview

In 2016, the City of Greater Sudbury initiated a review of its 189 playground structures as per the direction of City Council. As a result, the City identified 58 playground sites that were ranked in poor condition, meaning replacement was required within a five year period.

City staff presented Council with a Playground Revitalization strategy. The strategy included design principles for Neighbourhood and Community parks. The full report is available at:

<http://agendasonline.greatersudbury.ca/index.cfm?pg=feed&action=file&attachment=20871.pdf>

As part of the 2018 municipal budget process, Council received and approved a business case for the Playground Revitalization strategy. Council approved an investment of \$2,320,000 to revitalize 58 playgrounds rated in poor condition. The United Way Centraide North East Ontario has pledged to match the City's investment in playgrounds.

As part of Phase One of the City's Playground Revitalization program, the City has identified twelve (12) sites to be completed in 2018. In the spring of 2018, the City conducted a series of neighbourhood meetings to gather additional input on the features and desired enhancements of the twelve locations.

The City of Greater Sudbury is seeking proposals from qualified playground equipment manufacturers for the design, supply and installation of twelve (12) Play structures. The twelve sites identified for phase one are as follows:

- Hillcrest Playground, Hillcrest Crescent., Sudbury
- Sixth Ave. Playground, 2015 Sixth Ave., Lively
- Côté Park, 215 Edward Ave., Chelmsford
- Selkirk Park, Selkirk St., Sudbury
- Pinecrest Tot Lot, Swanson Court, Val Caron
- Howard Armstrong Sports Complex, 4040 Elmview Dr., Hanmer
- Penman Park, Penman Ave., Garson
- Place Hurtubise Playground, 1966 LaSalle Blvd., Sudbury
- East St. Tot Lot, East St., Coniston
- Lakeview Playground, 420 Sunday St., Sudbury
- Lonsdale Playground, 811 Lonsdale Ave., Sudbury
- St. Joseph Playground, St. Joseph St., Sudbury

The specific design parameters of each of the twelve locations can be found in *Appendix A*.

Project Budget

The City of Greater Sudbury will be investing an average of \$70,000 per playground location identified. Costs associated with work to be done by others (removal of existing equipment, fencing, etc.) is part of the budget.

Partial payment(s) for playground equipment will only be made once the equipment has been delivered to the site(s).

Detailed Design and Equipment Section

Vendor will be responsible for the design, manufacture, supply and installation of the new playground equipment.

All vendors' designs must meet all applicable ASTM, CPSC, and CSA Standards (CSA Standard Z614-07) for playground equipment and indicate compliance within the proposal. In addition, all manufacturers must be IPEMA certified and provide IPEMA certification within the proposal. Proponents are to specify any additional provisions in their design for the safety of all users.

Playground designs must compliment and be reflective of the existing landscape and be noticeable from a distance.

Proponents must satisfy themselves on the conditions of each site (eg. Soil condition, etc).

Designs should include a variety of equipment that enables group, pair and individual play. They can consist of: play structures, standalone pieces, play panels (interactive and innovative), pods of opportunity with connecting pathways, play indicators, as well as calming and resting areas.

All equipment shall be new and be of the manufacturer's make and model of the last two (2) years.

Play structures must be installed with a solid stringer system.

Proponents are limited to two design options; please label Option A and Option B.

Equipment choices should provide a variety of play activities and stimulating movement including but not limited to:

- climbing
- swinging
- coordination
- spinning
- developing fitness and upper body strength
- agility
- imagination
- social interaction and group play
- balancing
- jumping

Playground designs must meet the Integrated Accessibility Standards Regulation, Ontario Regulation 191/11 and the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) with respect to outdoor play spaces. Playground designs are to consider all persons, including seniors and those with disabilities (such as physical, developmental, visual and auditory). Designs should not include enclosed slides or crawl tubes.

Each of the twelve (12) locations has specific design parameters developed through public consultation; This (**Detailed Scope**) can be found in *Appendix A*.

Design Guideline Principles for Neighbourhood and Community Parks

Through the Playground Revitalization strategy, the City of Greater Sudbury has developed design guidelines principles for neighbourhood and community parks. The applicable design standards for this Request for Proposal are detailed in Appendix B. Proponents are will be evaluated on their ability to meet the design principles.

Colour Scheme

If colour is a feature of play equipment (posts, top caps, panels, desks, etc.) and components of the Owner shall have the ability to modify specified colours from the proposed design after the contract is awarded. If the price of the equipment in the Proposal is subject to the colours of the proposed design, this must be indicated in the Proposal.

Protective surfacing:

Proponent must provide specifications for surfacing and indicate the type of surfacing proposed to be installed at each location bid.

Proponent must provide evidence that the surfacing product demonstrates longevity in Northern Canadian climates similar to that of the City of Greater Sudbury.

All Proponents must provide evidence that the surface product meets ASTM, CPSC and CSA standards for playground safety surfacing. In addition, all Proponents must provide third party test results for both GMAX and HIC compliance with their proposal.

The successful proponent is to ensure proper compaction is attained (30% - 40% compaction) at compacted depth 300mm.

Proponents must provide certification for a minimum 12' fall height inside all safety zones.

Include detailed product information, including but not limited to:

- accessibility/ transferability
- drainage
- slip resistance
- liquid absorption
- fire code rating
- complexity of installation
- environmentally friendliness
- bacteria, fungi, and mildew growth rate

Materials

All products proposed and supplied must be new and free from defects which impair strength or durability or which are visible.

All features must be properly wrapped and secure in place while in transport to the playground construction site or to the site designated by the City of Greater Sudbury.

Delivery of Playground equipment shall be F.O.B. Destination, to each Playground in Sudbury.

The City of Greater Sudbury reserves the right to reject or refuse and request replacement components if defective in any manner before or after installation.

Maintenance Data, Operating Instructions and Special Tools

The successful Proponent shall submit two sets of detailed instructions of all playground equipment as well as maintenance manuals and complete manufacturers parts list.

The successful proponent will also supply touch up paint for all playground equipment and PVC repair paint; 10% extra of each bolt, washer and any other hardware utilized for all playground equipment and one (1) of any special tools necessary for assembly and maintenance.

Landscaping

All grounds affected by construction must be restored to its original state.

All pathways and walkways must meet the Integrated Accessibility Standards Regulation, Ontario Regulation 191/11 and the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) with respect to outdoor play spaces.

Locates

The successful proponent(s) must ensure that locates are performed for location prior to digging. The costs of the locates will be borne by the successful proponent(s).

Installation

Exact installation location at each park to be confirmed upon award of contract. Bids are to allow for installation of equipment anywhere within boundaries of said Park".

Proposal Submissions Requirements

Submitted proposals must provide information with respect to the following:

Company Profile, Experience and Qualifications: (Mandatory)

- Provide synopsis of company.
- Demonstrated related experience of projects of similar size. Provide a minimum of three (3) projects of similar scope and budget.
- Provide the qualifications and experience of the lead person and all staff who will be assigned to this project and include a curriculum vitae (resume) for each.

Design: (Mandatory)

- Compliance with applicable CSA standards, including the age appropriate standards.
- Each of the 12 locations, having a different Play value (detailed scope), must demonstrate the required opportunities, as per descriptions in Appendix A.
- Each of the 12 locations must include for one (1) inclusive play component using Universal Design Principles, allowing for/promoting inclusive play
- Provide information/demonstrate design originality, appearance, play value, safety, durability and accessibility.
- Demonstrate efficient use of space within and between new and existing play elements; Playground layout should be designed to optimize the visual access into and within the play areas for security purposes. This is to include for relationships to and proximity to existing play equipment and surrounding park functions (i.e. parking, baseball fields, etc.)
- Equipment must be designed of durable/tamper resistant materials
- Equipment durability should be such that finishes and connector systems are of low maintenance.
- Equipment should be designed for ease of repair and /or replacement of components
- Provide information regarding maintenance/operational requirements (daily, weekly, monthly, seasonal, etc.)

Proposed Schedule: (Mandatory)

- Detail delivery schedule of playground equipment and installation from receipt of purchase order for each playground bid.

Drawings: (Mandatory)

- Provide conceptual drawings in both hardcopy and Digital PDF format showing plan view of equipment in playground area, in 11 x 17 format, as detailed in appendix A, including a minimum of one (1) elevation, isometric or perspective view. Drawings must clearly show all dimensions of playground equipment, deck heights, distance to surrounding structures, wheelchair accessibility, etc.
- Drawings must clearly indicate the intended activity zones of each piece of equipment proposed, including any anticipated flow or relationship between play area activity
- Must also show layout/orientation/circulation of new components in relation to existing/remaining components on site and in relation to the surrounding park features and entrances
- Drawings must clearly label each component of the design including assigned number of children for each piece of equipment, location of stringers/footings, etc.

Surfacing: (Mandatory)

- Proponent must provide specifications for surfacing and indicate the type of surfacing proposed to be installed at each location bid.
- Proponent must provide evidence that the surfacing product demonstrates longevity in Northern Canadian climates similar to that of the City of Greater Sudbury.

Warranty: (Mandatory)

Detail all applicable warranties available for playground equipment specifically outlining warranty inclusions and exclusions.

Product Name, Model Number and Related Information (Mandatory)

All submissions must clearly specify each product by name, model/manufacturer number

Price (Mandatory)

Provide **unit pricing** for the following:

- each individual piece of proposed playground equipment and quantities, as applicable
- Excavation costs
- Footing costs
- Landscaping costs (Protective surfacing costs)
- Training, special tools, etc.
- List balance of any other project costs

The unit pricing as submitted must total the project cost as outlined on the Proposal Bid Form.

Provide unit and extended pricing for each design proposed. Price to include for all of the above defined scope

APPENDIX A: Site Locations, Detailed Scope and Budget Parameters

Ward One: Hillcrest Playground



Park Designation: Neighbourhood Park

Park Size: 0.5 Hectares

Park amenities: All previous benches and play equipment to be removed by CGS prior to install of proposed play structure

Park Description: Located on an East/West access, Hillcrest park is surrounded on 3 sides by residential properties and a rock face on the fourth. Expected visit times for this park are 15-60 minutes.

CPTED analysis:

Lighting: No lighting provided

Lines of Sight: Minimal lines of site to existing playground from either east or west access points. Multiple hiding spots. Medium to heavy foliage cover conditions.

Accessibility: Crusher dust path runs along the east/west access to the park. Existing ground cover is sand surrounding play structures and grass along perimeter of park property lines, providing minimal AODA considerations for the general public.

Ward One: Hillcrest Playground (continued)

Remaining Playground Equipment

All existing equipment to be removed (to be done by others)

Demographics (2016):

65+: 175/1088
20-64: 740/1088
13-19: 70/1088
6-12: 60/1088
0-5: 45/1088

Results from Neighbourhood Huddle:

Playground Structure and Equipment Design Parameters

Target Age group: mixed

The playground equipment should provide the following activities, but not be limited to:

- a) Climbing- investigate opportunity to modify rock face for low risk climbing
- b) Swinging
- c) imagination
- d) Physical Fitness

Style of desired Play structure

Theme: Ship

Amenities desired:

Benches
Garden/Flowers
Mutt Mitt Dispensers

WARD TWO: Sixth Avenue Playground



Park Designation: Community Park

Park Size: 0.9 Hectares

Park amenities: 6th Avenue has two tennis courts, a basketball court and above ground skate park. Field house is also present on site with two un-programmed grassed fields, a swing set and one playground climbing piece.

Park Description : Insulated on all four sides by roadways, 6th avenue has expected visit times in the 45-120 minutes. 4 schools are within close proximity to the park, as well as a seniors center, a seniors residence, a library and three churches.

CPTED analysis:

Lighting: Proximity to street provides some indirect lighting

Lines of Sight: Good lines of site to existing playground from all directions; limited foliage.

Accessibility: Crusher dust path runs along the North/South access to the park. Sidewalk access from 6th Avenue. Limited parking available by fieldhouse. Ground cover is pea gravel.

Noise: Site separated from residential area by 5th and Main St. This park provides space for both organized sports as well as casual use.

Remaining Playground Equipment

All West playground equipment to be removed (swing bay, climbing Octopus and play structure).
Removal to be done by others. East playground equipment to remain.

Demographics (2016):

65+: 165/692
20-64: 395/692
13-19: 40/692
6-12: 35/692
0-5: 40/692

Results from Neighbourhood Huddle:

Playground Structure and Equipment Design Parameters

Target Age group: mixed

The playground equipment should provide the following activities, but not be limited to:

- a) Climbing
- b) Swinging
- c) Balance
- d) Spinning

Style of desired Play structure

Fitness

Amenities desired:

Shaded rest areas
Picnic areas
Mutt Mitt Dispensers

WARD THREE: Cote Park



Park Designation: Community Park / Regional Park

Park Size: 2.6 Hectares

Park amenities: Three (3) tennis courts, Balfour Arena, an outdoor hockey rink, skate park, baseball diamond, youth center and approximately five (5) pieces of playground equipment.

Park Description : Cote Park represents a gathering place for Chelmsford, capable of holding multiple, simultaneous activities, both organized and of an unplanned nature.

CPTED analysis:

Lighting: In Park lighting provided for ball field and arena

Lines of Sight: Good lines of site to existing playground from all directions; limited foliage.

Accessibility: Crusher dust path runs along the North/South access to the park, as well as several diagonal crusher dust pathways. Ground cover is pea gravel.

Noise: Site is well separated from residential areas. This park provides space for both organized sports as well as casual use.

Remaining Playground Equipment

One swing bay and rock wall to be left onsite; all other equipment removed. Removal to be done by others.

Demographics (2016):

65+: 105/522

20-64: 305/522

13-19: 25/522

6-12: 45/522

0-5: 35/522

Results from Neighbourhood Huddle:

Playground Structure and Equipment Design Parameters

Target Age group: mixed

The playground equipment should provide the following activities, but not be limited to:

- a) Jumping
- b) Balance
- c) Physical Fitness
- d) Co-ordination

Style of desired Play structure

Fitness

Amenities desired:

Shaded rest areas

Bicycle rack

Benches

WARD FOUR: Selkirk Park



Park Designation: Neighborhood Park

Park Size: 10.4 Hectares

Park amenities: Disc Golf course, baseball diamond, gazebo, play structure and swing set.

Park Description : Selkirk Park sits in between two suburban communities on a large parcel of land; size of the land becomes a prohibitive element to community on its southern edge as playground sits at the north end. Park is capable of holding multiple, simultaneous activities, both organized and of an unplanned nature. Three (3) schools are within close proximity to the park

CPTED analysis:

Lighting: No in Park lighting. Some spillage occurs from adjacent street lighting

Lines of Sight: Good lines of site to existing playground from most directions; dense foliage Exists along perimeter and West end of Park.

Accessibility: Selkirk trail accessible from parking lot. Several Crusher dust path runs diagonal across the park.

Noise: Site is well separated from residential areas. This park provides space for both organized sports as well as casual use.

Remaining Playground Equipment

All existing equipment to be removed from site. Removal to be done by others.

Demographics (2016):

65+: 50/325

20-64: 220/325

13-19: 5/325

6-12: 20/325

0-5: 30/325

Results from Neighbourhood Huddle:

Playground Structure and Equipment Design Parameters

Target Age group: 5-12

The playground equipment should provide the following activities, but not be limited to:

- a) Climbing
- b) Swinging
- c) Jumping
- d) Sliding

Style of desired Play structure

Traditional

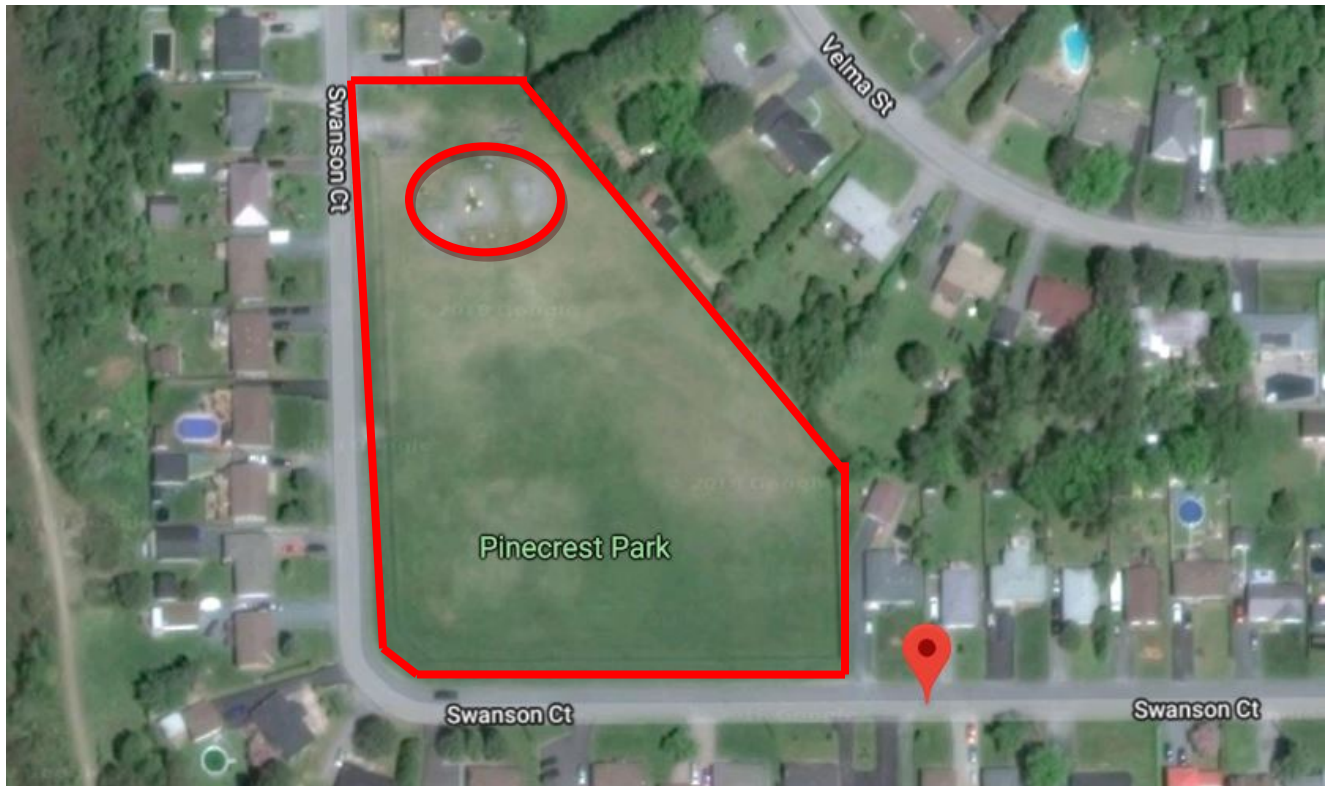
Amenities desired:

Garden/Flowers

Picnic areas

Benches

WARD FIVE: Pinecrest Tot Lot



Park Designation: Neighborhood Park

Park Size: 1.3 Hectares

Park amenities: Disc Golf course, baseball diamond, gazebo, play structure and swing set.

Park Description : Pinecrest Park sits in the middle of a suburban community. Park is sufficiently large enough to hold multiple, simultaneous activities, both organized and of an unplanned nature. 1 school is within close proximity to the park

CPTED analysis:

Lighting: No in Park lighting. Some spillage occurs from adjacent street lighting

Lines of Sight: Good lines of site to existing playground from all directions; minimal foliage

Accessibility: Green space

Noise: Site is buffered from residential areas by street fronts. This park currently provides space for casual play use.

Remaining Playground Equipment

All existing equipment to be removed. Removal to be done by others.

Demographics (2016):

65+: 65/373

20-64: 225/373

13-19: 40/373

6-12: 15/373

0-5: 20/373

Results from Neighbourhood Huddle:

Playground Structure and Equipment Design Parameters

Target Age group: mixed

The playground equipment should provide the following activities, but not be limited to:

- a) Climbing
- b) Swinging
- c) Agility
- d) Physical Fitness

Style of desired Play structure

Fitness

Amenities desired:

Shaded rest areas

Garden/Flowers

Benches

WARD SIX: Howard Armstrong Recreation Centre



Park Designation: Community Park / Regional Park

Park Size: 30.2 Hectares

Park amenities: Soccer fields, Exterior Basketball court, splashpad, hiking trails, two (2) play structures and swing set.

Park Description : HARC sits adjacent to several suburban communities; Due to its large size its naturally buffered from close proximity to any residential areas. Park is sufficiently large enough to hold multiple, simultaneous activities, both organized and of an unplanned nature. One (1) school is within close proximity to the park

CPTED analysis:

Lighting: Soccer fields are lit.

Lines of Sight: Good lines of site to existing playground from all directions; minimal foliage

Accessibility: Green space

Noise: Site is buffered from residential areas by street fronts. This park currently provides space for casual play use.

Remaining Playground Equipment

All existing equipment to be removed. Removal to be done by others.

Demographics (2016):

65+: 75/607

20-64: 390/607

13-19: 40/373

6-12: 40/607

0-5: 55/607

Results from Neighborhood Huddle:

Playground Structure and Equipment Design Parameters

Target Age group: 5-12

The playground equipment should provide the following activities, but not be limited to:

- a) Climbing
- b) Balance
- c) Agility
- d) Co-ordination

Style of desired Play structure

Fitness

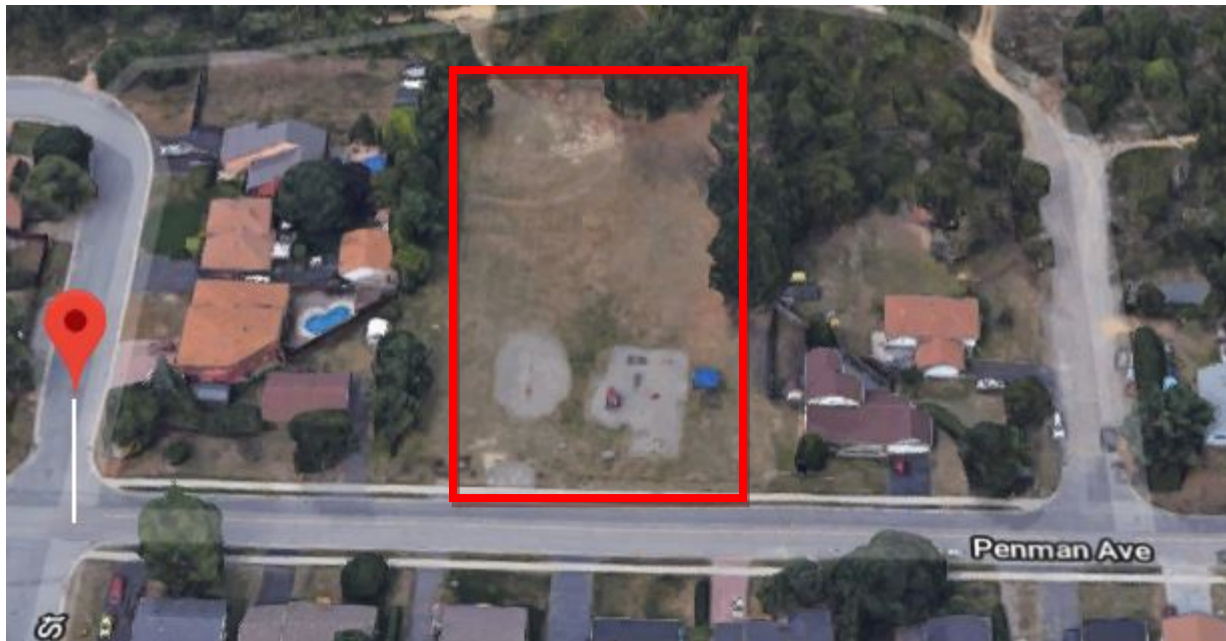
Amenities desired:

Shaded rest areas

Picnic areas

Benches

WARD SEVEN: Penman Park



Park Designation: Neighborhood Park

Park Size: 0.5 Hectares

Park amenities: bench, picnic table, swing set and play structure.

Park Description : Penman Park sits in a suburban community; some residual green space available for unscheduled play activities. 1 school is just outside the 800M radius

CPTED analysis:

Lighting: some ambient spill off from street lights.

Lines of Sight: Good lines of site to existing playground from all directions; minimal foliage along perimeter

Accessibility: Green space

Noise: Site is buffered from residential areas by street fronts and foliage. This park currently provides space for casual play use.

Remaining Playground Equipment

Play structure to be removed; All existing equipment to remain (Rocker Lady bug, interactive wall, teeter totter, digger and climbing pole). Removal to be done by others.

Demographics (2016):

65+: 165/1313

20-64: 790/1313

13-19: 120/1313

6-12: 135/1313

0-5: 105/1313

Results from Neighborhood Huddle:

Playground Structure and Equipment Design Parameters

Target Age group: mixed

The playground equipment should provide the following activities, but not be limited to:

- a) Climbing
- b) Swinging
- c) Jumping
- d) Spinning

Style of desired Play structure

Fitness

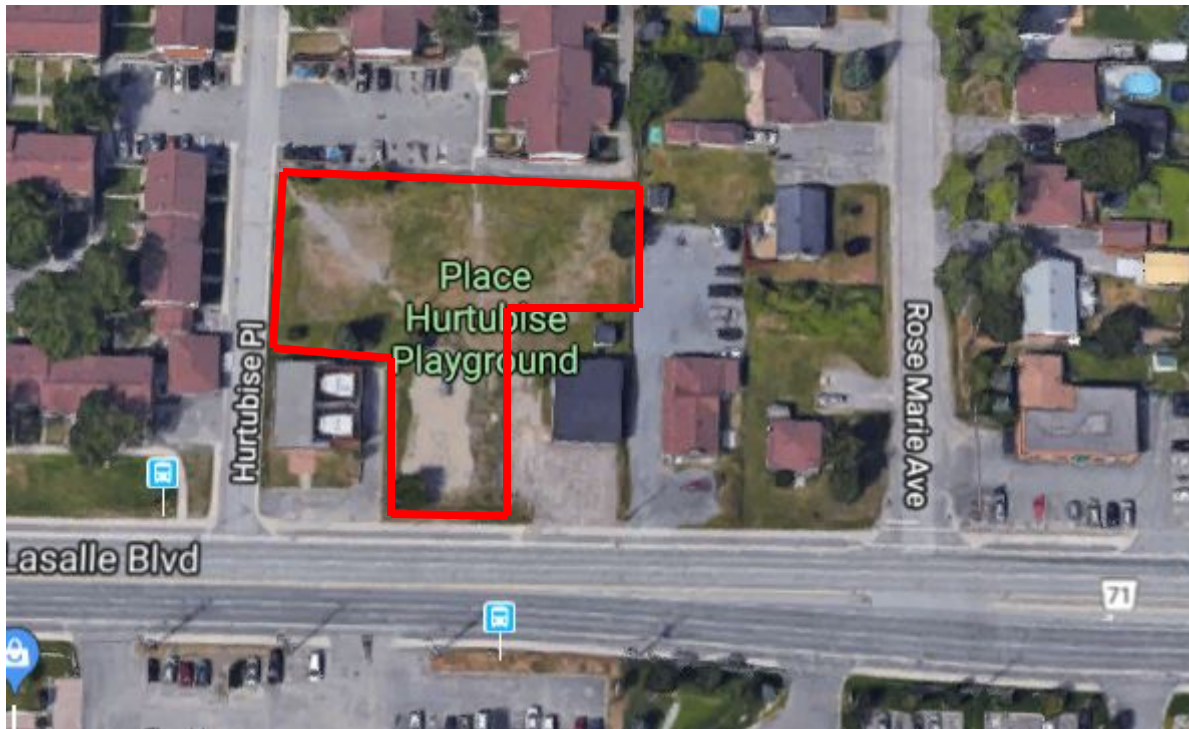
Amenities desired:

Shaded rest areas

Picnic areas

Benches

WARD EIGHT: Place Hurtubise Playground



Park Designation: Neighborhood Park

Park Size: 0.3 Hectares

Park amenities: bench, picnic table, swing set and play structure.

Park Description : Hurtubise Playground sits directly on an arterial road; small residual green space available for unscheduled play activities. 2 schools sit within an 800M radius

CPTED analysis:

Lighting: some ambient spill off from street lights.

Lines of Sight: Good lines of site to existing playground from all directions; minimal foliage along perimeter

Accessibility: Green space

Noise: Site is buffered from residential areas by street fronts and driveways. This park currently provides space for casual play use.

Remaining Playground Equipment

All existing equipment to be removed (Play structure and swing bay). Removal to be done by others.

Demographics (2016):

65+: 25/525

20-64: 270/525

13-19: 55/525

6-12: 75/525

0-5: 105/525

Results from Neighborhood Huddle:

Playground Structure and Equipment Design Parameters

Target Age group: mixed

The playground equipment should provide the following activities, but not be limited to:

- a) Climbing
- b) Swinging
- c) Co-ordination
- d) Agility

Style of desired Play structure

Equal mix of Traditional/Themed/ Fitness

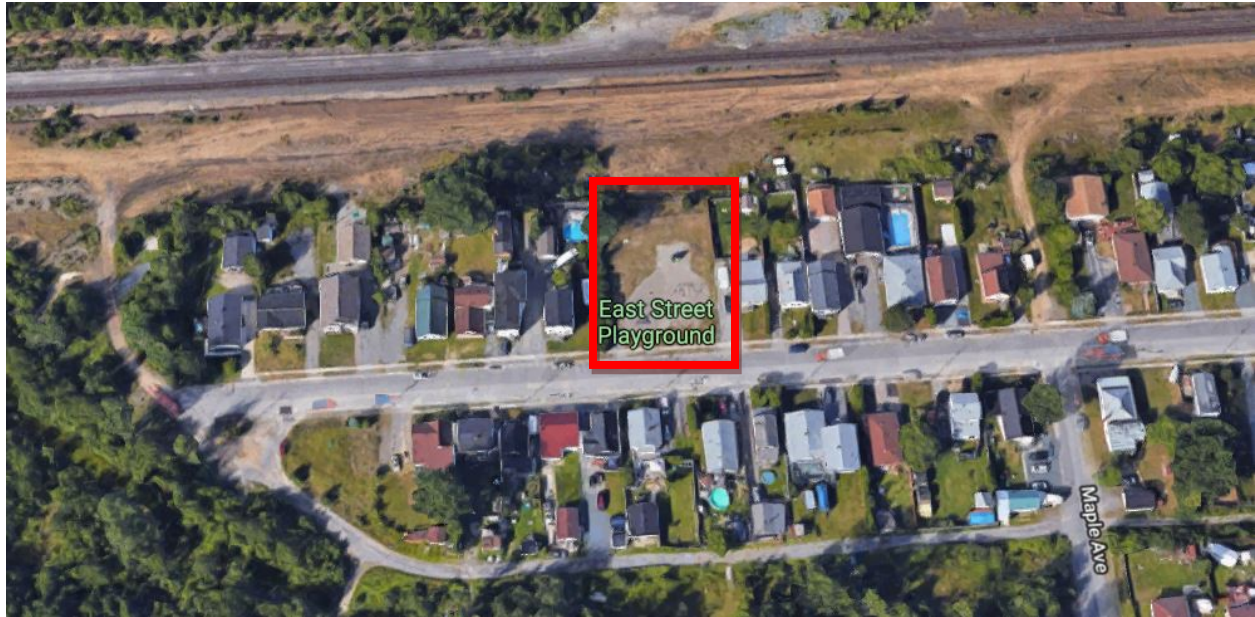
Amenities desired:

Shaded rest areas

Benches

Bike Racks

WARD Nine: East St. Tot Lot



Park Designation: Neighborhood Park

Park Size: 0.1 Hectares

Park amenities: bench, picnic table, swing set and play structure.

Park Description : East ST Playground is surrounded by suburbs on three sides and railroad tracks on the 4th; small residual green space available for unscheduled play activities. No schools or library or community center sit within an 800M radius

CPTED analysis:

Lighting: some ambient spill off from street lights.

Lines of Sight: Good lines of site to existing playground from all directions; minimal foliage along perimeter

Accessibility: Green space

Noise: Site is buffered on the east side with foliage. This park currently provides space for casual play use.

Remaining Playground Equipment

All existing equipment to be removed (Play structure climbing bars and swing bay) except for slide. Removal to be done by others.

Demographics (2016):

65+: 90/642

20-64: 405/642

13-19: 65/642

6-12: 45/642

0-5: 30/642

Results from Neighborhood Huddle:

Playground Structure and Equipment Design Parameters

Target Age group: mixed

The playground equipment should provide the following activities, but not be limited to:

- a) Climbing
- b) Swinging
- c) Sliding-
- d) Physical Fitness

Style of desired Play structure

Fitness

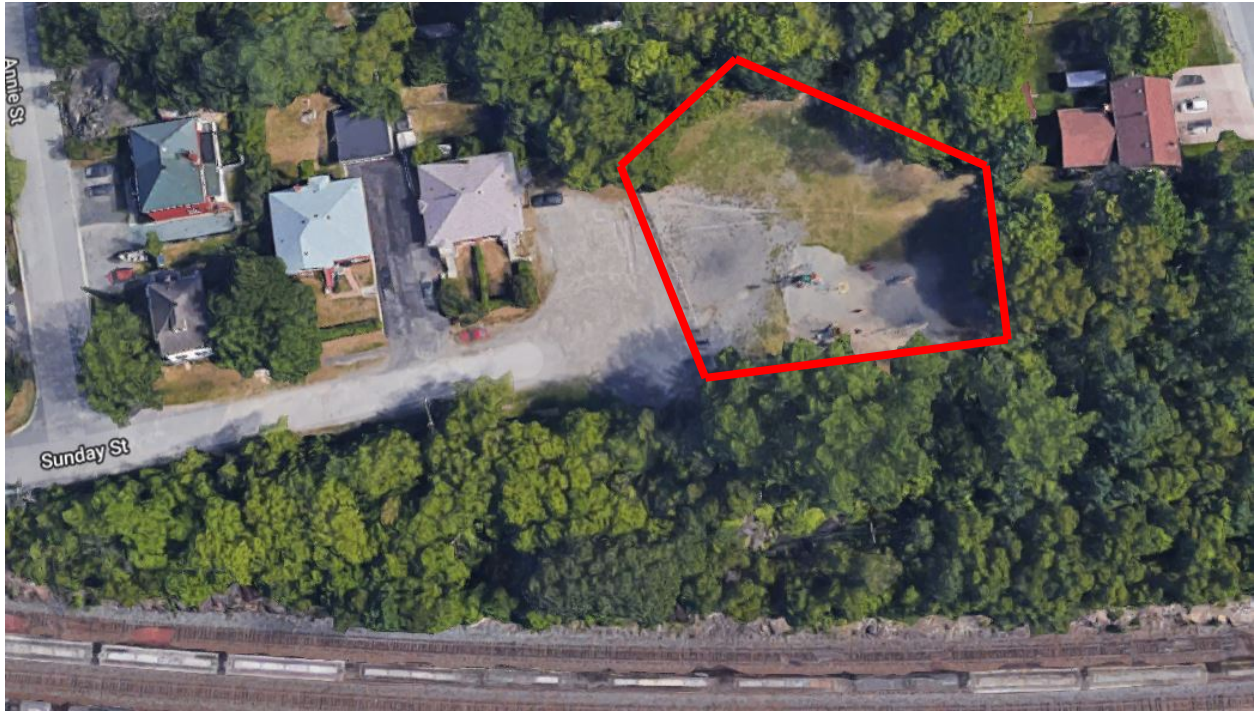
Amenities desired:

Shaded rest areas

Picnic areas

Benches

WARD TEN: Lakeview Playground



Park Designation: Neighborhood Park

Park Size: 0.3 Hectares

Park amenities: bench, slide, climbing structure, swing set and play structure.

Park Description : Lakeview Playground sits at the end of a dead end road. Relatively hard to find, Lakeview is restricted on its fourth boundary by train tracks. One (1) school sits within an 800M radius

CPTED analysis:

Lighting: some ambient spill off from street lights.

Lines of Sight: Good lines of site to existing playground from all directions; dense foliage along 3 perimeter boundaries

Accessibility: Green space

Noise: Site is buffered from residential areas by street fronts and foliage. This park currently provides space for casual play use.

Remaining Playground Equipment

Swing bay and play structure to be removed; climbing structure, digger and swing wheel to remain

Demographics (2016):

65+: 60/390

20-64: 275/390

13-19: 25/390

6-12: 5/390

0-5: 15/390

Results from Neighborhood Huddle:

Playground Structure and Equipment Design Parameters

Target Age group: mixed

The playground equipment should provide the following activities, but not be limited to:

- a) Physical Fitness
- b) Swinging
- c) Jumping
- d) Balance

Style of desired Play structure

Fitness

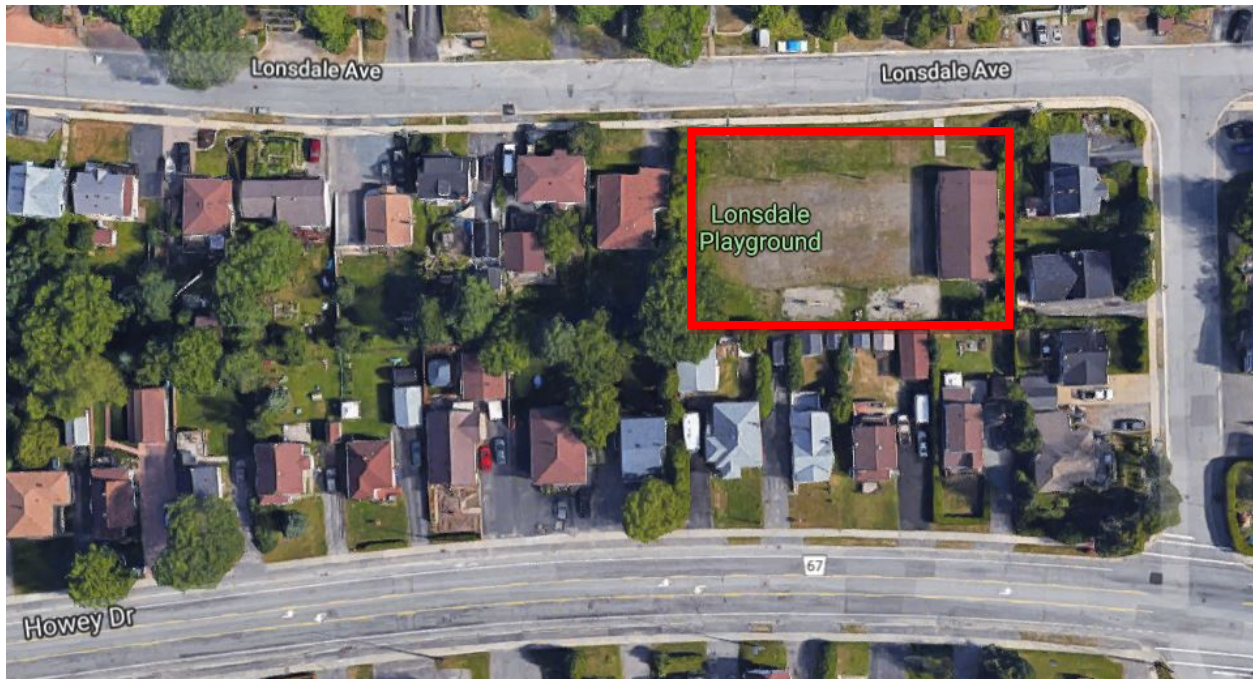
Amenities desired:

Shaded rest areas

Benches

Garden/Flowers

WARD ELEVEN: Lonsdale Playground



Park Designation: Neighborhood Park

Park Size: 0.3 Hectares

Park amenities: Fieldhouse, tot play structure, spring toy, slide

Park Description : Lonsdale Playground sits surrounded by residential development; small residual green space available for unscheduled play activities. No schools sit within an 800M radius

CPTED analysis:

Lighting: some ambient spill off from street lights.

Lines of Sight: Good lines of site to existing playground from all directions; minimal foliage along perimeter

Accessibility: Green space

Noise: Site is buffered from residential areas by a lower elevation off of the roadway, foliage on the east side and residential garages on the south. This park currently provides space for casual play use.

Remaining Playground Equipment

Tot play structure and spring toy remain on site.

Demographics (2016):

65+: 120/700

20-64: 430/700

13-19: 55/700

6-12: 35/700

0-5: 55/700

Results from Neighborhood Huddle:

Playground Structure and Equipment Design Parameters

Target Age group: 5-12

The playground equipment should provide the following activities, but not be limited to:

- a) Climbing- multiple tiers of deck
- b) Swinging
- c) Sliding- multiple heights and lengths of slide desired
- d) Social Interaction

Style of desired Play structure

Themed: castle

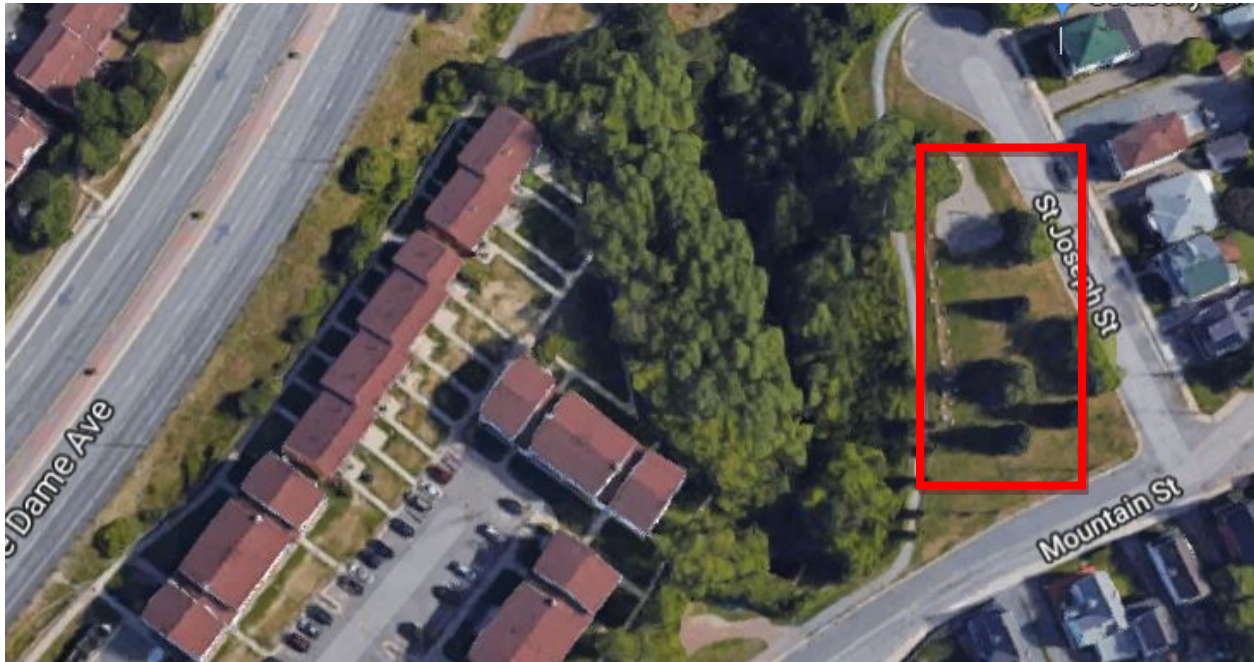
Amenities desired:

Shaded rest areas

Benches

Water fountain

WARD TWELVE: St. Joseph Playground



Park Designation: Neighborhood Park

Park Size: 0.2 Hectares

Park amenities: bench, swing set and play structure.

Park Description : One (1) school sits just outside of an 800M radius

CPTED analysis: Lighting: some ambient spill off from street lights.

Lines of Sight: Good lines of site to existing playground from all directions; dense foliage along west perimeter boundary

Accessibility: Green space

Noise: Site is buffered from residential areas by street fronts and foliage. This park currently provides space for casual play use.

Remaining Playground Equipment

All existing equipment to be removed

Demographics (2016):

65+: 120/829

20-64: 460/829

13-19: 65/829

6-12: 80/829

0-5: 95/829

Results from Neighborhood Huddle:

Playground Structure and Equipment Design Parameters

Target Age: Mixed use

The playground equipment should provide the following activities, but not be limited to:

- a) Climbing
- b) Swinging
- c) Spinning
- d) Jumping

Style of desired Play structure:

Fitness

Amenities desired:

Shaded rest areas

Benches

Bike rack

Appendix B: Design Principles for Neighbourhood & Community Parks

Neighbourhood Park Design Principles

Definition: A Neighborhood Park's primary purpose is to meet the recreational needs of its immediate neighborhood. This could include a playground, passive space with benches, paths, informal natural areas, or other options. By nature, a neighborhood park's use is fluid and should change over time to adapt to neighborhood growth.

Additional Characteristics: Limited non-organized sport group activities are encouraged where various age groups can play simultaneously, with emphasis on the youth. A neighborhood park is built and designed typically for 20 minute to one hour experience.

Facilities and Features: Safe pedestrian access. May contain play equipment, room for casual play, shaded rest areas. May also contain open space, natural areas, walking paths and other features.

Size: Typically 0.2 – 1 hectare.

Playground Equipment Area: Ideally, the equipment installed within a play area a minimum size of 20' x 60'. Typically ground surface is sand. Where budget allows, wood chips or engineered wood fiber could be considered.

Playground Equipment: Focus on independent equipment. If space allows, a small play structure may be considered, pending on the availability of similar structures in the area. Play equipment geared to ages 2 to 12. A minimum of one slide (independent or incorporated in to play equipment) to be included. Equipment should encourage adventure and fitness while incorporating and blending into the park's natural setting. Accessibility features such as active play and sensory components to be incorporated.

Swings: A minimum of one swing bay recommended with a minimum of one belt swing and one infant swing. Considerations should be made for accessible and intergenerational swings, pending on availability of these types of swings at other parks in the area.

Seating: A combination of seating should be provided including 6' perforated metal benches anchored to 4' wide concrete slabs as well as 6' picnic tables anchored to 5' concrete slabs. A maximum of two units should be provided, in any combination of the above.

Open Space: The opportunity should exist for a flat grassed open space 15' x 20' in dimensions for supplementary, unorganized play.

Shelters: Where budgets allow, neighborhood parks are suitable locations for small covered shelters, such as 10' x 20' wood or metal gazebos, either on 7'6" footings or a 5" tapered, brush finished concrete slab. As passive space and use of the park is considered acceptable, these structures provide focal points for small neighborhood gatherings.

Bike Racks: Bike racks should be provided to encourage an alternative to vehicular travel and to encourage healthy means of transportation.

Community Park Design Principles

Definition: A Community Park's primary purpose is to provide the space and supportive facilities needed for active recreation in the community. A Community Park is characterized by sports fields and/or other sports facilities, but often includes opportunities for other uses such as play equipment, paths, picnic areas, or natural areas. A Community Park will often meet nearby residents' needs for a park in their neighborhood (and so is understood to play a dual role as a neighborhood park for that area). However, distinct from a Neighborhood Park, a Community Park is designed to serve the active recreational needs of the wider community.

Additional Characteristics: A Community Park would service various ages, with emphasis on organized sport group activities and potential protection of natural areas. Community Parks are built and designed typically for a two to three hour experience.

Facilities and Features: Facilities for active recreation such as sports fields, hard courts, outdoor rinks, field houses, beaches, picnic areas, paths, natural areas. Safe pedestrian and bicycle access, access by public transit, and sufficient parking.

Size: Typically 2 to 10 hectares.

Service Standard: 1.5 ha per 1000 residents, within 1600m without crossing a major barrier

Playground Equipment Area: Ideally, the equipment installed within a play area be a minimum size of 50' x 100'. Common ground surface is sand. Ideally wood chips or engineered wood fiber surfacing to be used, pending available budgets. Synthetic surfaces may be considered where utilization and budgets allow.

Playground Equipment: A combination of play structures and independent equipment. Play equipment geared to ages 2 to 12. A minimum of two slides (independent or incorporated in to play equipment) to be included. Equipment should encourage adventure and fitness while incorporating and blending into the park's natural setting. Accessibility features such as active play and sensory components to be incorporated. Play structures must include accessibility features. Themed playgrounds to be considered where suitable for the local area/community. Opportunities for adult fitness equipment should be considered.

Swings: A minimum of two swing bays recommended with a minimum of one belt swing and one infant swing. Accessible and/or intergenerational swings to be included.

Seating: A combination of seating should be provided including 6' perforated metal benches anchored to 4' wide concrete slabs as well as 6' picnic tables anchored to 5' concrete slabs. A minimum of two units should be provided, in any combination of the above. Additional bleacher seating may be required to support organized play surfaces and courts.

Open Space: The opportunity should exist for a flat grassed open space 20' x 40' in dimensions for supplementary, unstructured play. This would meet the needs for unorganized use to compliment that of the existing fields and courts organized use by way of spectators or by existing neighborhoods. Simultaneous multiple programming, multiple use of Community Parks should be pursued to encourage not only exercise but also to strengthen community bounds as social nexus points. This concept is supported by CPTED principles as being an effective means to combat vandalism and other undesirable activities.

Shelters: Community Parks are suitable locations for small to medium covered shelters, (10' x 20' to 20' x 40') ideally made of metal materials.

Bike Racks: Bike racks should be provided to encourage an alternate to vehicular travel and to encourage healthy means of transportation.

**Contract CDD18-88
Request for Proposal to Provide
Cable Services for Pioneer Manor Long Term Care Facility
Terms of Reference**

**Contract CDD18-88
Request for Proposal
For the Playground Revitalization Project
Phase 1**

6.3 Schedule 3

- **Proposal Bid Form**
- **Addendum Acknowledgement Form**
- **Declaration of Accessibility Form**
- **Reference Form**
- **Label Sheet**

**Contract CDD18-88
Request for Proposal
For the Playground Revitalization Project
Phase 1**

Proposal Bid Form

| Ward/Playground | Description | Option A | Option B |
|----------------------------------|---|-----------------|-----------------|
| Ward 1/-Sixth Avenue | Design, Supply & Installation of Playground Equipment | \$_____ | \$_____ |
| Ward 2/Hillcrest | Design, Supply & Installation of Playground Equipment | \$_____ | \$_____ |
| Ward 3/ Cote Park | Design, Supply & Installation of Playground Equipment | \$_____ | \$_____ |
| Ward 4/Selkirk Park | Design, Supply & Installation of Playground Equipment | \$_____ | \$_____ |
| Ward 5/Pinecrest Tot Lot | Design, Supply & Installation of Playground Equipment | \$_____ | \$_____ |
| Ward 6/Howard Armstrong | Design, Supply & Installation of Playground Equipment | \$_____ | \$_____ |
| Ward 7/Penman Park | Design, Supply & Installation of Playground Equipment | \$_____ | \$_____ |
| Ward 8/ Place Hurtubise | Design, Supply & Installation of Playground Equipment | \$_____ | \$_____ |
| Ward 9 / East St. Tot Lot | Design, Supply & Installation of Playground Equipment | \$_____ | \$_____ |
| Ward 10 / Lakeview | Design, Supply & Installation of Playground Equipment | \$_____ | \$_____ |
| Ward 11 / Lonsdale | Design, Supply & Installation of Playground Equipment | \$_____ | \$_____ |
| Ward 12 / St. Joseph | Design, Supply & Installation of Playground Equipment | \$_____ | \$_____ |

Note 1: Indicate NO BID for those playground(s) that you are not bidding on.

Note 2: Proponents must provide detailed price breakdown for each option. Refer to page 34.

I have read, acknowledge and understand all terms, conditions and requirements contained in this proposal:

Company Name: _____

Address: _____

Telephone: _____ **E-Mail:** _____ **Company**

Name And Position Of Person Signing: _____
(Please Print)

Signature: _____ **Date:** _____

"I have the authority to bind the Corporation/Company/Partnership"

Please ensure that an original signature (ink) is provided with the original Proposal document. A photocopy of the signature will not be accepted on the document marked as the Original. Failure to provide original signatures on the document marked original will result in the rejection of your Proposal

LOWEST OR ANY PROPOSAL NOT NECESSARILY ACCEPTED.

**Contract CDD18-88
Request for Proposal
For the Playground Revitalization Project
Phase 1**

Addendum Acknowledgement Form

Refer to Item 16 of Schedule 'B' of Purchasing By-Law 2014-1 (attached). Failure to complete this form when addendums have been issued may render your Proposal as non-compliant. Please ensure you complete this form if an addendum(s) has been issued.

If awarded the contract, the Proponent agrees to complete the work in accordance with the Instruction to Proponents and Proposal Specifications, and the following Addenda:

Addendum No. ____, dated _____ 2018. Addendum No. ____, dated _____ 2018.

Addendum No. ____, dated _____ 2018. Addendum No. ____, dated _____ 2018.

Company Name: _____

Signature: _____

"I have the authority to bind the corporation/company/partnership.

**Contract CDD18-88
Request for Proposal
For the Playground Revitalization Project
Phase 1**

Declaration of Accessibility Compliance

Company Name: _____

Print Name: _____

Title: _____ **Date:** _____

I/ we acknowledge that as a Contractor/Consultant of the City of Greater Sudbury 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

Date

**Contract CDD18-88
Request for Proposal
For the Playground Revitalization Project
Phase 1
Reference Form**

Provide a minimum of three (3) references of similar projects. The City reserves the right to contact these references. The City also reserves the right to use their own experience with a current or previous contractor that has done work for the City. The City will consider the quality of the delivery of services or supplies.

1) Name of Client Organization: _____
Address: _____
Contact Name: _____ Title: _____
Telephone Number: _____ Email Address: _____
Name of contract & number of Clients _____
Brief description of the scope project _____

Duration of contract _____ Number of Playgrounds: _____

2) Name of Client Organization: _____
Address: _____
Contact Name: _____ Title: _____
Telephone Number: _____ Email Address: _____
Name of contract & number of Clients _____
Brief description of the scope project _____

Duration of contract _____ Number of Playgrounds: _____

3) Name of Client Organization: _____
Address: _____
Contact Name: _____ Title: _____
Telephone Number: _____ Email Address: _____
Name of contract & number of Clients _____
Brief description of the scope project _____

Duration of contract _____ Number of Playgrounds _____

Company Name: _____

Signature: _____

"I have the authority to bind the Company/Corporation/Partnership."

**Contract CDD18-88
Request for Proposal
For the Playground Revitalization Project
Phase 1
Qualifications Form**

Please list the project lead and all team members, who will be involved with this project, their position and submit curriculum vitae (resume) for each.

| | NAME | POSITION |
|-----|-------------|-----------------|
| 1. | <hr/> | <hr/> |
| 2. | <hr/> | <hr/> |
| 3. | <hr/> | <hr/> |
| 4. | <hr/> | <hr/> |
| 5. | <hr/> | <hr/> |
| 6. | <hr/> | <hr/> |
| 7. | <hr/> | <hr/> |
| 8. | <hr/> | <hr/> |
| 9. | <hr/> | <hr/> |
| 10. | <hr/> | <hr/> |



Request for Proposal

Return To:

**City of Greater Sudbury
C/O Purchasing
200 Brady Street,
2nd Floor, Tom Davies Square
Sudbury, ON
P3E 3L9**

**Contract CDD18-88
Request for Proposal
For the Playground Revitalization Project
Phase 1**

Proponent Name: _____

Address: _____

For City Use Only

Date and Time Received:

Note: This address label/sheet must be affixed to the front of your sealed Proposal envelope or package submission. The Purchasing section will not be held responsible for envelopes or packages that are not labeled.