

# Parks, Recreation & Culture

## REQUEST FOR PROPOSALS

Supply and Install Playground Equipment, Valley Gate  
RFP50207

Release date: July 27, 2018

Proposals will be received up to  
3:00:00 pm local time on Tuesday, August 21, 2018

Contact: Michael Hatfield  
Procurement Officer  
Municipality of East Hants  
Telephone: (902) 883-7098, Ext 232  
Email: [mhatfield@easthants.ca](mailto:mhatfield@easthants.ca)



**EAST HANTS**  
**We live it!**

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## 1. INSTRUCTIONS TO PROPONENTS

### 1.1. Introduction

- 1.1.1. The Municipality of East Hants (East Hants) wishes to install playground equipment suitable for the age groups of 18 months to 5 years and 5 years to 12 years at a location within the Municipality and in accordance with the Statement of Requirements in Section 2.
- 1.1.2. East Hants has a maximum budget \$48,000.00 before taxes, excluding the provisional third swing bay, for this project and wishes to get the best value possible for this installation within that maximum amount. To this end, East Hants is seeking competitive proposals from the marketplace to identify a Contractor to design and build this playground (the "Services").
- 1.1.3. It is possible that some of the site work will be in progress during the time this competition is open.

### 1.2. Definitions

- 1.2.1. **Proponent:** An individual or company who submits a proposal.
- 1.2.2. **Successful Proponent:** the proponent whose proposal is selected for award.
- 1.2.3. **Independent Contractor:** a Proponent, successful or otherwise, is considered to be an Independent Contractor, not an employee of East Hants.

### 1.3. Proposal Deadline

- 1.3.1. Proposals will be received up to **3:00:00 pm** local Nova Scotia time on **August 21, 2018** at the address listed below:

Municipality of East Hants  
Box 230, Suite 170  
15 Commerce Court  
Elmsdale, NS B2S 3K5

Attention: RFP50207

- 1.3.2. Proposals must be received at the Reception & Payments counter on the first floor of the Lloyd E. Matheson Centre and must have the time and date indicated on it by East Hants staff to confirm receipt prior to the stated Proposal Deadline. Please allow sufficient time to be served by staff.

### 1.4. Proposal Submission

- 1.4.1. Proponents shall submit their proposal as three physical copies and one electronic copy in Portable Document Format (PDF), submitted on either a disk or USB key.
- 1.4.2. All copies submitted by the Proponent, including electronic copies, must be identical in terms of content. East Hants will not accept any responsibility for differences, omissions or errors in a Proponent's proposal and may reject any proposal where East Hants determines, in their sole opinion, such differences are material to understanding the Proposal.
- 1.4.3. The proposal shall be sealed in an envelope and shall be labeled:  
  
"RFP50207 - Supply and Install Playground Equipment, Valley Gate"
- 1.4.4. When sending by courier or other means where the label may be obscured, the Contractor must ensure the Competition Number is visible on the outer packaging.

## 1.5. Inquiries

- 1.5.1. All questions or requests for additional information or clarifications regarding this Request for Proposals shall be in writing, by email only, to the attention of:  
  
Michael Hatfield  
Procurement Officer  
Municipality of East Hants  
Email: [mhatfield@easthants.ca](mailto:mhatfield@easthants.ca)
- 1.5.2. East Hants will provide clarifications and additional information, if required, by way of Addenda.
- 1.5.3. Inquiries and questions will be accepted up until **August 14, 2018 at 3:00 pm** local Nova Scotia time.
- 1.5.4. Proponents are solely responsible to ensure that any such inquiries are received by East Hants as described above. East Hants will not be responsible if a Proponent acts based on information received in any other way than an approved Addendum or communication, in writing, from the representative named in this section.

## 1.6. Proposal Acceptance (Privilege Clause)

- 1.6.1. All Proposals become the property of East Hants once submitted.
- 1.6.1. Late Proposals will be rejected and will be returned unopened. Faxed Proposals will not be accepted. Emailed Proposals will not be accepted. Incomplete Proposals may be rejected.
- 1.6.2. Any Proposal that does not include all of the information required in this RFP may be considered incomplete and may be rejected. For greater clarity, this may include, without limitation, recommendation letters, references, insurance submissions, financial information requirements, or any information on which East Hants has stated it may evaluate the Proposal.
- 1.6.3. This document and Request for Proposal process does not constitute a call for Tenders.
- 1.6.4. Proponents undertake any expenditure related to the submission of a Proposal at their own risk.
- 1.6.5. This Request for Proposals neither expresses nor implies any obligation on the part of East Hants to enter into a contract with any party submitting a response or responses.
- 1.6.6. East Hants may include evaluation criteria within this Request for Proposal document to be used as a guideline for Proponents. East Hants reserves the right to deviate from the evaluation criteria where it is in the best interests of the Municipality. Without limiting the generality of the foregoing, decisions to deviate from the evaluation criteria may be made based on budgetary and/or service delivery considerations having regard to all of the Proposals received and the needs of East Hants.
- 1.6.7. East Hants reserves the right to reject all or any Proposals, and to not accept the lowest Proposal. East Hants may accept any Proposal or any portion of any Proposal that may be considered to be in the best interests of East Hants. East Hants reserves the right to reject any and all Proposals that, in its sole discretion, are not in the best interests of East Hants.



- 1.6.8. East Hants reserves the right to waive formality, informality or technicality in any Proposal. This includes the right to accept a Proposal that is not strictly compliant with the instructions in the Request for Proposals document.
- 1.6.9. East Hants reserves the right to amend this Request for Proposal document at any time before the Request for Proposal's closing date and will issue an addendum in the event of a change.
- 1.6.10. East Hants reserves the right to negotiate, after the Request for Proposal's Proposal Deadline, with any Proponent and to finalize service arrangements in the best interests of East Hants.
- 1.6.11. In applying this privilege clause, East Hants shall not be bound by trade or custom in dealing with and/or evaluating the responses to the Request for Proposals.
- 1.6.12. East Hants reserves the right to interpret any and all aspects of this Request for Proposals as may be most favourable to East Hants.
- 1.6.13. Should a Proponent find any discrepancies, errors, or omissions in this RFP, or if a Proponent is unsure as to the meaning of anything in this RFP, they are to advise East Hants in writing; East Hants may, in its sole discretion, respond to such written inquiry, to all Proponents, in an addendum.
- 1.6.14. The Proponent is responsible for all costs associated with preparing and submitting this Proposal. This includes, without limitation, any and all costs, fees, expenses (travel, accommodations or meals) or other incidentals related to preparing, printing, binding, transporting, presenting, defending, or clarifying the Proposal.
- 1.6.15. It is the responsibility of the Proponent to be sure they understand the requirements prior to submitting a Proposal and before the deadline for questions has passed.
- 1.6.16. East Hants may cancel the RFP process at any time, for any reason, in its sole discretion. In the event that an RFP process is cancelled, East Hants will not be obligated to pay any costs, damages, or claims of any type to any Proponent or potential Vendor or Proponent.
- 1.6.17. In providing a Proposal, the Proponent warrants that their Proposal is in all respects fair and is provided without collusion or fraud. No representative of the company from which a Proposal is to be provided may extend entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee of East Hants. Proponents must also advise East Hants, in writing, of any potential conflict of interest that may affect, or appear to affect, the RFP process, including the influence of award.
- 1.6.18. Proponents shall indemnify and save harmless East Hants, its officers and its employees from and against all claims, demands, losses, damages and costs of any kind based upon injury or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Proponent or their servants in the preparation of their Proposal and/or in the course of delivering Services.
- 1.6.19. Proponents are advised that no commitment to purchase Goods or Services shall exist until the successful Proponent is advised by East Hants, in writing, of an award. If an award is made, the method of procurement may be, at East Hants's discretion, Procurement Card, Purchase Order, or other method of contract East Hants may identify.
- 1.6.20. This process and the procurement of Goods and Services, if any, resulting from this RFP process will be subject to the [\*Atlantic Provinces Terms and Conditions, Goods and Services\*](#) and the terms and conditions noted herein. Where there is a conflict between the *Atlantic Provinces Terms and Conditions, Goods and Services* and this document, this document shall prevail.



1.6.21. East Hants does not bind itself to accept any Proposal, but may accept any Proposal, in whole or in part, or discuss with any Proponent different or additional terms to those described in this RFP or in such Proponent's Proposal. East Hants may:

- reject any or all of the Proposals;
- accept any Proposal;
- if only one Proposal is received, choose to accept or reject it;
- not to accept the lowest bid price; or
- alter the schedule, RFP process, or any other aspect of the RFP, as it may determine in its sole and absolute discretion.

1.6.22. Proponents are advised that East Hants is governed by Nova Scotia's *Freedom of Information and Protection of Privacy Act (FOIPOP)* and any information submitted to East Hants in response to this RFP may be subject to disclosure under *FOIPOP*. Proponents may identify any confidential information in their Proposals or any accompanying documentation and are advised to consult with their own legal advisors regarding the appropriate way to identify such information. East Hants will make reasonable efforts to safeguard confidential information, subject to its disclosure requirements under *FOIPOP* or any disclosure requirements imposed by law or by order of a court or tribunal. Proponents are advised that their Proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by East Hants to advise or assist with the RFP process, including the evaluation of Proposals. Proponents are further advised that East Hants may make public the names of any or all Proponents and intends to publish the name of the successful Proponent and the total value of any contract entered into with the successful Proponent. If a Proponent has any questions about the collection and use of information pursuant to this RFP, questions are to be submitted to the RFP Contact.

1.6.23. One or more of the following trade agreements may apply to this solicitation:

- Atlantic Canada Procurement Agreement
- Canada Agreement on Free Trade

1.6.24. In submitting a Proposal, the Proponent has accepted the reservation of rights (privilege clause) as set out herein and agrees to be bound by same. Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for compensation of any kind whatsoever as a result of participating in this RFP and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

1.6.25. Submitting a Proposal shall be deemed proof that the Proponent was aware of and understood the requirements, the terms and conditions, and all other provisions of the RFP. East Hants will not be liable for claims made by a Proponent that they were uninformed or unaware of the requirements, terms or conditions of this RFP.

## 1.7. Proposal Openings

1.7.1 East Hants will proceed with private openings for this RFP. Proponents will be advised of their status in the RFP once a determination of award has been made.

## 1.8. Proposal Validity

1.8.1. Proposals shall remain valid for acceptance for a period of sixty (60) days from the Proposal Deadline or such additional time as may be mutually agreed upon in writing.

## 1.9. Cost

1.9.1. The Proponent is responsible to ensure that their proposal clearly describes Total Price to provide the Services, with separate lines for the supply and installation of the playground including two swing bays and for a third provisional swing bay which East Hants may purchase if additional funds



can be acquired. The Price must include, without limitation, all costs associated with the design of the playground, the materials and labour necessary to construct it, delivery, loading and unloading, tariffs and duty (if applicable), currency exchange (if applicable), overhead and profit, and any other costs the Proponent may incur and for which they may wish to be reimbursed.

- 1.9.2. This work is being conducted with public funds and therefore may be subject to access to information requests. In order to operate in a fair and transparent manner, the name of the Successful Proponent and the lump sum price provided by the Successful Proponent may be made public after award. However, East Hants believes the disclosure of individual unit costs or rates may be harmful to the competitiveness of Proponents and therefore will not publish or provide unit rates related to this or any competition, nor will they release any Proposal, or part thereof, without consulting the Proponent first, unless required to in law.

#### 1.10. Proposal Requirements

- 1.10.1. The background, nature of the required Services, and other details which the Proposal must address are described in Section 2, Statement of Requirements. East Hants has tried to clearly describe what it wants to achieve in requesting these Services, its service expectations, and the level of support we may expect from the Successful Proponent during the term of the Service delivery.
- 1.10.2. The Proponent must clearly and concisely describe in their proposal how they propose to deliver the Services, including, but not limited to, a clear description of the equipment they will supply and install (including manufacturer, manufacturer's part numbers, quantities, and product information), how they will maintain safety and security on the site during construction, conformance to applicable standards and guidelines, lead-time, materials and equipment they will use to complete the Services, clean-up, the theme or intent of the equipment chosen (if any), warranty, and any other information the Proponent wishes East Hants to know.
- 1.10.3. The terms for manufacturers' Warranty will vary. Ideally, we prefer warranties that are valid for a minimum of 15 years but will consider all warranty terms.
  - 1.10.3.1. Please provide a summary table that shows the product number, manufacturer, description, and the applicable warranty period.
  - 1.10.3.2. Summarize the warranty (if any) provided by the installer; and
  - 1.10.3.3. Summarize any factors which will limit an applicable warranty.
- 1.10.4. The Proponent may provide a concept image which illustrates an approximation of the completed playground or sufficient brochures and descriptions to describe the expected result. It is important that it is clear which equipment from the brochure will be included.
  - 1.10.4.1. All items listed or illustrated in the brochure, unless struck out, must be included in the price.
  - 1.10.4.2. Describe the hangers which will be used for the swings, including their life expectancy and any maintenance they will require.
  - 1.10.4.3. Please provide a datasheet for the bench proposed as part of the design.
  - 1.10.4.4. Please include a description or alternative image showing how the Provisional third swing bay would form part of your design, if approved.
- 1.10.5. While the number of play items included in the quotation is important in determining value, it is only one consideration. East Hants will consider the overall quality, sense of fun, durability, finish and expected longevity of the equipment quoted.
- 1.10.6. The Proponent must include examples and references that describe their experience in supplying and installing play equipment. Such examples must show pictures of existing installations where the budget is similar to that which East Hants has provided.



- 1.1.1. Proponents are encouraged to review the location prior to submitting a proposal. East Hants will not compensate any Proponent who claims they were unaware of site conditions which were clearly present has the Proponent completed a site visit.
- 1.10.7. Proponents must complete and submit with their proposal Appendix A, the Pricing Form, Appendix B, The Proposal Summary, and Appendix C, Safety Questionnaire.
- 1.10.8. In addition, the Proponent must complete any table, Schedule or Appendix identified in the RFP. The Proponent may include any tables or attachments it feels will help clarify their proposals above the minimums identified in the RFP document.
- 1.10.9. The proposal shall include a schedule indicating any stages proposed for the Services, together with the time required to complete each stage. The schedule shall indicate milestone dates and dates that items are to be delivered to East Hants.
- 1.10.10. East Hants may, without creating an obligation to any Proponent, request clarifications, additional information, supporting documentation not otherwise supplied, up to including a request for a meeting or presentation, for any proposal or from any Proponent, prior to award.
- 1.10.11. The Proponent is responsible for all costs associated with preparing and submitting this proposal. This includes, without limitation, any and all costs, fees, expenses (travel, accommodations or meals) or other incidentals related to preparing, printing, binding, transporting, presenting, defending, or clarifying the proposal.
- 1.10.12. It is the responsibility of the Proponent to be sure they understand the requirements prior to submitting a Proposal and before the deadline for questions has passed.
- 1.10.13. To qualify for award, a Proponent be registered with the Workers' Compensation Board of Nova Scotia (WCBNS), regardless of the size of the company or its usual status with WCBNS. The Proponent is required to provide a Clearance Letter with their Proposal, except where:
  - 1.10.13.1. A Proponent is not currently registered, but intends to register as a condition to providing the Services; and
  - 1.10.13.2. The Proponent confirms in Appendix B that they have inquired with WCBNS and have determined they will be able to obtain such coverage.
- 1.10.14. In addition to the clauses herein, the successful Proponent will also have to comply with the terms and conditions specified in Section 3. Failure to comply with these conditions may result in the rejection of the Proponent's proposal or the cancellation of award.

#### 1.11. Proposal Evaluation

- 1.11.1. If a Proponent wishes to provide more than one option for this project, they must submit each option as a separate proposal (meeting all of the submission requirements), in a separate envelope, and East Hants will evaluate each proposal on its own merits.



- 1.11.2. East Hants will review each proposal and will each proposal based on the criteria listed in the table below. East Hants will, in their sole discretion, award points to each proposal as they deem appropriate. The points awarded to each proposal will be tabulated to determine a total for the Proposal Document.

Criteria	Available Points
<b>Proposal Document</b>	
Playground Equipment ( <i>materials, features, fun, quality, warranty, theme or intent</i> )	/60
Installation and Schedule ( <i>installation plan, schedule, safety and site security</i> )	/20
Examples ( <i>representative of the budget, show quality and consideration, demonstrate fun</i> )	/10
<b>Sub-Total</b>	<b>/90</b>
Price Rating	/10
<b>Total</b>	<b>/100</b>

- 1.11.3. When evaluating the proposals, East Hants will assign points for Price based on the following formula:

(Lowest proposal Total Price divided by Proponent's proposal Total Price) multiplied by the Available Points

- 1.11.4. The Total Price will include the Provisional third swing bay. The budget number provided does not include the Provisional third swing bay.
- 1.11.5. The Proponent having achieved the highest combined score when the score for the Proposal Document is added to the score for Cost will be considered for award.
- 1.11.6. Award is subject to approval by Council or the CAO. Over budget proposals will not be considered; concerns about budget must be addressed in the period for Inquiries.



## 2. SERVICES DESCRIPTION

### 2.1. General

- 2.1.1. The Municipality of East Hants requires the services of a qualified firm to supply and install playground equipment (the "Services") at the following Location, in the area specified for "playground and swings" in Exhibit 1:

**Lot 18-1 South Uniacke Road, Mount Uniacke, NS**

- 2.1.2. As this is a new park development, the property will be substantially cleared and grubbed prior to the installation of the playground equipment and the area where the playground is to be installed will be left relatively level.

- 2.1.3. Other work is planned for the site (driveway, parking lot, basketball court, trails), but East Hants cannot predict which elements may be completed by the time the Contractor is ready to install their equipment, nor can they predict how busy the site will be at that time.

2.1.3.1. The Contractor must work with the other contractors on site to determine a mutually satisfactory schedule of the work. The other contractors on site have been given the same instruction.

2.1.3.2. The Contractor is responsible for their own site works and may not direct the other contractors on the site to complete any work.

2.1.3.3. The Contractor will be responsible, at their own cost, to reinstate of any areas damaged as a result of their operations.

- 2.1.4. The playground equipment will be directed toward children between 18 months and 5 years and those between 5 and 12 years of age. The playground equipment is therefore to include many appropriate sensory and ground components.

- 2.1.5. The approximate size of the playground area is described in Exhibit 1. The protective surface is to be pea gravel over filter fabric surrounded by earth berm containment. The Contractor must provide materials to construct their berm; however, if there is sufficient material on the site, the Contractor may, with East Hants' permission, use such material to construct some or all of their berm.

2.1.5.1. The minimum sub-base and minimum drainage requirements are described in Exhibit 2. The drainage pipe will empty onto the South East slope of the property.

2.1.5.2. The contractor responsible for Site Preparation and Final Site Works will complete any landscaping up to, but not including, the berm.

- 2.1.6. East Hants does not believe a natural playground is suited to this location, but will consider hybrid systems with natural elements.

2.1.6.1. The playground must include two swing bays, one containing two baby swings (belted toddler) and one containing two regular swings appropriate to the remaining age groups.

2.1.6.1.1. If the Provisional swing bay is required in the Contract, it must contain two regular belt swings.

2.1.6.1.2. The swing bays do not have to be connected but can be.

2.1.6.1.3. Swing hangers must have bearings, bushings or other means of reducing friction acceptable to East Hants.

2.1.6.2. East Hants are open to any configuration of equipment, but want to maximize the number and quality of elements available on the finished playground. While the playground elements,

except as specified, do not have to be accessible, consider incorporating step ladders or stairs to provide at least one access point for smaller children to get to upper sections of playground equipment, if so equipped, should the budget allow.

- 2.1.6.3. East Hants would like to see some sensory and ground components suitable to children with mobility and cognitive issues.
- 2.1.7. Footing for playground equipment to be "sled System" footings and subject to the following:
  - 2.1.7.1. A layout drawing showing the footing shall be provided for East Hants Representative for review prior to installation. Layout of all equipment is subject to review and approval of the East Hants Representative.
  - 2.1.7.2. All sled materials including welded joints are to be primed. A minimum of 80% of each post must sit directly on the skid and be secured with a continuous bead of weld around 80% of the circumference of the posts.
  - 2.1.7.3. The skid shall be constructed of a minimum of 5" channel and must be continuously welded along complete joint when joining pieces. Provide one 3/8" drainage hole at 1" from post bottom to release of any moisture which may collect inside hollow posts.
  - 2.1.7.4. Swings shall be placed in concrete footings or embedded in rock, as appropriate to the site; sled system is not acceptable for swings.
  - 2.1.7.5. Any posts accommodating decks which are greater than 5'11" in height and not connected to the ground with a minimum of 3 elements, must be placed in concrete. Provide one 3/8" drainage hole at 1" from post bottom to release of any moisture which may collect inside hollow posts.
- 2.1.8. There must be at least one bench included in the playground, installed in such a way as to prevent theft.
- 2.1.9. The scope of the Services include all of the work necessary to make a complete job of supplying and installing the playground equipment at the Location specified. The equipment must be installed to meet any applicable standards, at minimum ASTM-1487-07, the CPSC Handbook for Public Playground Safety (325), CSA-Z614-14 and, where applicable, components must be IPEMA certified.
- 2.1.10. Only new equipment and materials may be supplied. The Contractor must carefully examine all components before assembly to ensure there are no defects or damage and must replace any components which are defective or damaged.
- 2.1.11. The Contractor is responsible for all aspects of the supply and installation of equipment and materials related to this project. The Contractor will be responsible for all transportation matters, including, without limitation, offloading, storage, customs clearance and payment of taxes and duty, unpacking, and waste disposal.
- 2.2. **Project Schedule**
  - 2.2.1. The intent is to have the Site Preparation completed sufficiently to allow the Contractor to commence installation beginning mid-September 2018.
  - 2.2.2. The Contractor must complete all Services by October 31, 2018 and otherwise comply with the Schedule presented in their installation plan.
- 2.3. **Material Declarations**
  - 2.3.1. Picture provided in Exhibit 1 is supplied for reference only.



2.3.2. The Contractor may not charge for, nor will they be compensated for any work associated with a Provisional Item which is not supplied or installed.

2.3.3. All construction waste, debris and demolition waste must be disposed of at the Waste Management Centre (WMC) located in Georgefield, NS.

- Tipping fees for this waste, when properly identified at weigh in, will be waived; and
- The Contractor is responsible to separate materials for disposal and to dispose of the waste in the appropriate disposal location at the WMC.

#### 2.4. East Hants Representative

2.4.1. The East Hants Representative for these Services is Evan MacDougall, Manager of Parks Development and Operations. East Hants may, through the Representative or their designate, supply either verbal or written instructions to a Contractor with respect to the Services to be completed.



### 3. TERMS AND CONDITIONS

The following terms and conditions will apply to the performance of the Services, regardless of the method used to contract the Services.

#### 3.1. PERFORMANCE

The primary measure of performance will be that the equipment and the site, once the equipment is fully installed, meets or exceeds the applicable standards. The Contractor will supply an inspection report, completed and signed by a Canadian Playground Safety Institute (CPSI) playground inspector or installer verifying the completed structures and site conform to the requirements.

East Hants will inspect the completed playground installation prior to full payment to determine if, in their sole opinion, the completed installation fulfills the design requirements specified in the Contractor's plans. The Contractor will be required to make any changes so that the installation meets the standards or fulfills the design.

The second measure of performance will be how the equipment and site look once installation is fully completed. East Hants expects the equipment and site works, regardless of the requirements of the standards, to be sturdy, safe, of good quality, fun, and suitable to the purpose. Equipment or site works defects will need to be corrected once identified by East Hants. The finished product must look new, must be reasonably level and straight (unless the design otherwise requires) and must be assembled properly.

The third measure of performance will be durability. The Contractor must select products and perform the Services in such a way to:

- Provide a durable product that will stand up to use by the age group specified;
- That will not wear or degrade to create an unsafe condition; and
- That will remain operational when used by the specified age group in the specified environment for a number of years. This would be represented by the warranty provided by the manufacturer and any additional warranty offered by the installer and specified herein.

To this end, the Contractor will provide a minimum of one year warranty on workmanship and materials, in addition to any component warranties provided by the manufacturers of the components or by the Contractor. The Contractor shall supply East Hants with any information they will need to be able to enforce a manufacturer's warranty.

East Hants expects that any Contractor capable of performing the Services will perform them to a very high standard of quality and safety. East Hants will monitor performance and work with the Contractor to help the Contractor meet or exceed East Hants' expectations. Where the performance of a Service is not satisfactory to East Hants, the Contractor may be required to repair or re-perform the Services (or part thereof) to the satisfaction of East Hants, at no additional cost, before payment is made.

The Contractor must provide a schedule of when they expect to complete the Services for approval by East Hants.

If any part of the Services is found to be deficient or not in accordance with the standards specified in this document, East Hants may, at its sole discretion:

- require the Contractor to re-perform the Services or make any required corrections to the work, at its own expense; or
- if the Contractor cannot or will not make such corrections or re-performance, or if the proposed delay in making such corrections or re-performance may compromise health, safety, or the ability of East Hants to perform the business of the Municipality in any way, East Hants may choose either to engage a third party to correct the Services. The cost of such action will be deducted from any monies owing to the

Contractor until the entire amount is offset or, where there is not an amount to offset, the Contractor must repay any remaining costs back to East Hants in the form of credits of payments already made; and

- if the Services are not being performed to the satisfaction of East Hants, East Hants may remove the Contractor from the Services and engage a third party to complete the remaining Services. In such case, East Hants shall only be responsible for hours and materials used up to the point the Services were taken out of the Contractors' hands.

Unsatisfactory performance may result in the termination of the agreement.

### 3.2. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Municipality of East Hants, its officers, members of municipal council, employees and volunteers from and against any liabilities, claims, expenses, demands, loss, cost, damages, actions, suits or other proceedings made, sustained, brought, prosecuted or threatened to brought or prosecuted that are based upon, occasioned by or attributed to any bodily injury to or death of a person or damage to or loss of property caused by any acts or omissions on the part of the Contractor, its officers, employees, students, agents, volunteers or those for whom you are responsible arising out of this Agreement.

### 3.3. INSURANCE

The Contractor shall, without limiting its obligations or liabilities, have and maintain throughout the duration of the agreement, the following insurance in order to remain in compliance with the terms of this agreement:

- Commercial General Liability (CGL) insurance on an occurrence basis with a minimum limit of \$2,000,000 for bodily injury including death, personal injury and property damage including loss of use, and shall include, but not be limited to the following clauses: Blanket contractual liability; Owners' and contractors' protective liability; Broad form property damage; Hostile fire; Tenant's legal liability; Non-owned automobile liability; Contingent employer's liability; and Products and completed operations liability. In addition:
  - The property damage and/or bodily injury deductible for such insurance must be stated on the Certificate of Insurance
  - Such insurance shall have a general aggregate of not less than \$2,000,000.
  - Such insurance shall contain both cross-liability and severability of interest clauses.

Automobile insurance with a minimum limit of \$2,000,000.

- The property damage and/or bodily injury deductible, if applicable, must not be more than \$1,000 per occurrence.
- Insurance on the equipment and materials used to complete the Services, if any. East Hants will not be responsible in any way for lost, damaged or stolen equipment however or by whomever caused.

The Contractor shall provide a Certificate of Insurance evidencing all insurances required in this agreement in a form acceptable to East Hants.

- The Certificate must list the competition number and the description of the Services being performed under the agreement.
- The Contractor must provide a new certificate each time the insurance is renewed, preferably 10 days before the expiry of the insurance.
- The Certificate for CGL must list the Municipality of the District of East Hants as an additional insured.



- The Certificate must provide for 30 days' written notice of cancellation or material change. Any changes to coverage must be in accordance with the requirements of this Agreement or otherwise acceptable to East Hants.

The Contractor shall be entirely responsible for the materials, supplies and equipment used to complete the Services until East Hants accepts the Services or work product, in writing. East Hants will not be responsible, in any way, for lost, stolen or damaged materials, supplies, equipment, or completed, but not yet accepted, Services or work product.

In the case where the Contractor will use subcontractors to perform some or all of the Services, the subcontractor must obtain and, when required to by East Hants, provide proof of insurance coverage equal to that required of the Contractor under this Agreement.

### 3.4. TERMINATION

In addition to any other clauses within the Agreement with respect to termination and without limiting the foregoing, East Hants may terminate the Services of a Contractor if the Services are not, in East Hants' sole opinion, satisfactory. For greater clarity, East Hants may terminate a Contractor when:

- There have been significant or repeated delays in completing the Services which East Hants can document and which have exceeded three instances during the term of the agreement for Services; or
- Where the Services have not been performed according the schedule provided by the Contractor; or
- The quality of the Service is not to East Hants' satisfaction and, upon this being identified, the Contractor either cannot or does not improve the Service level in the next subsequent performance of the Services or cannot or will not re-perform the Service if so directed; and
- East Hants has made reasonable efforts to communicate its needs to the Contractor and has provided clear direction on its standards of quality as evidenced herein.

The Contractor must take care, in performing the Services, not to inconvenience members of the public.

Should there be site conditions or other unexpected situations which are found by the Contractor during the Term, the Contractor must inform East Hants immediately so such conditions may be assessed and so East Hants may provide guidance on how to proceed. Any increase in planned costs must be approved, in writing, by East Hants prior to such increased costs being incurred. If East Hants issues instructions which may affect the scope of the Services and may result in an increase to cost, the Contractor must advise East Hants and wait for approval from East Hants before proceeding.

### 3.5. SAFETY

Prior to the commencement of any Services and any time the conditions or the scope of the Services may change, the Contractor, with the cooperation of East Hants where necessary, must:

- Perform a hazard assessment and provide East Hants with a copy;
- Have a plan for addressing all known hazards and provide East Hants with a copy;
- Post any required warning signs or install any necessary guards or barriers;
- Locate and mark any municipal or other services such as water, sewer, electrical, communications, etc. that may be affected by the Services as identified in the hazard assessment. East Hants is responsible for any fees associated with location of services;





- Locate and confirm clearances from nearby structures and overhead obstructions; and
- Identify and remove of any other potential hazards which might result in damage or harm to public property or individuals.

The Contractor must take reasonable precautions in completing the Services, including, without limitation, the use of appropriate personal protective equipment (PPE) and high visibility clothing by them and their staff. The Contractor is responsible for traffic control, if so required to complete the Services safely.

The Contractor is responsible to manage their employees, including, without limitation, training, ensuring their licenses, if any, are up to date, the availability and use of personal protective equipment, manage behaviour, and to monitor and enforce safe work practices.

### **3.6. RESPONSIBILITY FOR DAMAGE**

The Contractor shall repair and restore to its original condition any material or surface damaged by their operations.

### **3.7. CONFIDENTIALITY**

Information provided by East Hants is to be treated as confidential and is not to be disclosed to any third party without the written permission of East Hants except as necessary to perform the Services.

### **3.8. COMPLIANCE**

The Contractor shall comply with all applicable Federal, Provincial and Municipal regulations and other authorities having jurisdiction.



## Appendix A - Pricing Form

Proposal submitted by: \_\_\_\_\_

The Proponent will supply and install the Playground Equipment as described in their proposal for the following lump sum Prices. The Proponent must provide prices for all items included in the Pricing Form, including items marked "Provisional". East Hants will evaluate the Proposals based on the Total Price in the Pricing Form but East Hants is not obligated to complete the work associated with a Provisional Item.

Description	Lump Sum Price
Supply and Install Playground Equipment, including Two Swing Bays	
Provisional: Supply and Install Third Swing Bay	
<b>Total Price, exclusive of Harmonized Sale Tax (HST)</b>	

Price shown will be exclusive of Harmonized Sales Tax (HST).

The Proponent hereby agrees complete the supply and installation of the equipment for the lump sum Price, inclusive of, without limitation, all fees, expenses or costs for which the Proponent may wish to be reimbursed, except HST.

Name of Firm submitting Proposal: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title (Printed)

\_\_\_\_\_  
Date



## Appendix B – Summary of Proposal

### 1. Contact information for Proponent:

Name of Primary Proponent Firm	
Address	
Phone Number (office)	
Fax Number	
Primary Project Contact Name	
Email Address for Primary Contact	
Cell Phone Number for Primary Contact	

### 2. Mandatory Inclusions. Failure to include any of the following may result in the rejection of your Quotation.

#### Inclusions Required

- Written proposal responding to requirements of Section 1.10.
- Concept rendering (1.10.4.)
- Appendix A, Pricing Form;
- Appendix B, (this form);
- Appendix C, Safety Questionnaire
- References (other than East Hants)

### 4. By signing below the Bidder agrees that:

- The Proponent has read and understands the requirement of this RFP and agrees to abide by the terms and conditions.
- The Proponent has read and understands the following addenda: Addendum \_\_\_\_\_ to \_\_\_\_\_ (if any). Failure to acknowledge an addendum containing information pertinent to the Services may be cause to reject a Proponent's proposal.
- The Proponent has read, understands and will, if awarded the work, comply with insurance requirements specified in Part 3.
- The Proponent will, if awarded the work, obtain and will maintain for the duration of the contract Workers' Compensation Board of Nova Scotia workplace insurance coverage (attach Letter of Good Standing if available).



- e. The Proponent hereby agrees that the work proposed in Section 2 will be completed by the date stated for the lump sum Price indicated on the Pricing Form, inclusive of, without limitation, all fees, expenses or costs for which the Proponent may wish to be reimbursed, except HST.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title (Printed)

\_\_\_\_\_  
Date



## Appendix C - Safety Questionnaire

Company Name:	Date
Company Address:	Phone No.
	E-mail:
Description of work:	

### SAFETY CERTIFICATION

1. In addition to WCBNS workplace insurance, are you currently Safety Certified through WCBNS (<http://www.wcb.ns.ca/Workplace-Injury-Insurance/WCB-Safety-Certified.aspx>)? If yes, please provide your Certificate of Recognition (COR) with your submission.

☐ YES ☐ NO

Note: Out-of-province companies may submit a current and valid Certificate of Recognition (COR) from their province of origin, or from another recognized safety association which uses an external audit element, for consideration.

### SAFETY PERFORMANCE

2. Does your company have any non-compliance or outstanding issues with the Nova Scotia Labour and Advanced Education or any other provincial jurisdiction, such as stop work orders, pending charges/prosecutions, or recent (within the last year) convictions or fines? If yes, please attach a note with details, including the current status or resolution.

☐ YES ☐ NO

### SAFETY PROGRAM

3. How many employees do you have? \_\_\_\_\_
4. Does your company have a written health and safety policy signed by management (5+ employees)?

☐ YES ☐ NO ☐ N/A

5. Does your company have a Joint Occupational Health and Safety Committee (20 + employees)?

☐ YES ☐ NO ☐ N/A

6. Does your company have written safety procedures, manuals and safe work practices applicable to the scope of the work to be performed, including clearly defined safety responsibilities for supervisors and workers?

☐ YES ☐ NO

7. Does your safety policy require sub-contractors to meet the same standard of safety that you maintain? Do you require them to maintain WCB coverage, insurance and safety programs in accordance with legislation?

☐ YES

☐ NO

☐ N/A

If "N/A" is checked, please explain (e.g. do not have sub-contractors)\_\_\_\_\_

8. Describe your company process for communicating your safety policies, procedures and known hazards? Please check all applicable methods

YES	PROCESS
<input type="checkbox"/>	Tool box meetings
<input type="checkbox"/>	Handbooks
<input type="checkbox"/>	Website
<input type="checkbox"/>	E-mail communications

Other:\_\_\_\_\_

9. Do you provide safety training to your employees, as it relates to the work being performed for the Municipality, that is documented?

☐ YES

☐ NO

10. Does your company have an incident reporting process that includes tracking, investigating and reporting incidents?

☐ YES

☐ NO (refer to Municipality's Incident Reporting Program)

11. How do you correct unsafe behaviour? (e.g. disciplinary policy or process)

\_\_\_\_\_  
\_\_\_\_\_

12. Does your company have a preventative maintenance program for tools and machinery where applicable?

☐ YES

☐ NO

☐ NA

If no, please explain why below:

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13. Please be advised that during the tendering process, or at any time during the contracted work, East Hants may request copies of policies, training records, procedures, etc. as proof that the answers on this questionnaire are true. Do you agree to provide this information if requested?

☐ YES

☐ NO

I, \_\_\_\_\_ (printed contractor name) confirm the information provided is true and correct as of the date of this submission. I will report any changes to this information prior to accepting award of any work as well as changes that occur during the performance of the services.

Upon award, I agree to provide a list of contact information of all supervisors that will be used on site, as well as any safety representative or persons responsible for job site safety.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Contractor's Signature



Exhibit 1: Layout





## Exhibit 2:

