Request for Proposal No. 1451

Playground Equipment for Harewood Centennial Park

Issue Date: July 3, 2013

Closing Location
Purchasing Department
2020 Labieux Road
Nanaimo, BC V9T 6J9

Closing Date and Time
Proposals must be received at the Purchasing Department prior to:
3:00 p.m. (15:00 hrs) Pacific Time, Wednesday, July 24, 2013

Contact Person for Technical Enquiries
Kirsty MacDonald, Parks & Open Space Planner
Email: Kirsty.macdonald@nanaimo.ca

Deadline for Questions
Inquiries after July 18, 2013 Pacific Time will only be answered at the discretion of the City if time permits.
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Drawing: Layout Plan L2
SECTION 1.0 INTRODUCTION

1.1 The City of Nanaimo (the “City”) requests Proposals for the supply and delivery of Playground Structure(s), geotextile cloth and safety surfacing for the Harewood Centennial Park. The Playground Structure(s) and geotextile will be delivered to Central Stores, located at the Public Works Yard, 2020 Labieux Road, Nanaimo, B.C., V9T 6J9. The safety surfacing will be delivered directly to Harewood Centennial Park playground located at 740 Howard Ave., Nanaimo B.C. approximately two (2) weeks after receipt of Playground Structure(s) by the City.

1.2 Delivery is required October 2013.

1.3 Installation is not part of this Contract.

1.4 Drawing ‘Layout Plan L2’ is for information only and may or may not be accurate and is supplied to show Proponents the layout and Playground Structure(s) proposed for the Park.

1.5 The City would like Proponents to submit a Proposal with a design concept and Playground Structure(s) similar to what is identified in drawing ‘Layout Plan L2’ and are also asked to submit two (2) alternate designs using their ideas and Playground Structure(s) suggestion which is suitable for the targeted age that is stated. The City may choose the design concept and Playground Structure(s); it believes provides best play value to the City, taking into consideration the evaluation criteria of the RFP.

SECTION 2.0 REQUIREMENTS AND SPECIFICATIONS

2.1 All Proponents’ Proposals must meet “C.S.A. Compliant Children’s Play Spaces and Equipment” National Standard of Canada intended for use by children age 2 years to 12 years and the CSA safety standard for safety surfacing.

2.2 Proponents are asked to submit a Proposal with a design concept and Playground Structure(s) similar to what is identified in drawing ‘Layout Plan L2’ and are also asked to submit two (2) alternate designs using their ideas and Playground Structure(s) suggestion which is suitable for the targeted age that is stated in the document and Drawing.

2.3 The preferred design will include:
   (a) Stainless steel hardware; and
   (b) Plastic coated cable or galvanized chain; and
   (c) Adherence to any and all current CSA or other safety standards for projects of this nature.

2.4 Delivery is required in October 2013.

2.5 Packaging: All Playground Structure(s) components and geotextile are to be crated and/or strapped down onto pallets for safe handling. Proponents are to take this into consideration when submitting a price proposal.
2.6 The Playground Structure(s) and geotextile will be delivered to Central Stores, Public Works, 2020 Labieux Road, Nanaimo, BC. Delivery must be by a flat deck with curtain sides or “china top”. Twenty-four (24) hours notice is required prior to delivery of Playground Structure(s). Please contact the person below prior to delivery:
   Gord Durkop, Supervisor – Central Stores & Services Centre
   Phone: (250) 756-5309
   Email: gord.durkop@nanaimo.ca

2.7 Safety surfacing will be delivered directly to Harewood Centennial Park located at 740 Howard Ave., Nanaimo, B.C approximately two (2) weeks after the Playground Structure(s) is received by Central Stores. The successful Proponent will co-ordinate the delivery of safety surfacing with the City’s Project Manager:
   Vic Cooper, Trades Supervisor
   Phone: (250) 755-7513
   Email: vic.cooper@nanaimo.ca

2.8 Installation is not part of this Contract.

2.9 Clear and concise instructions and procedures for the installation of each play equipment structure to be provided upon issuance of a Purchase Order to the successful Proponent.

2.10 The City may purchase additional playground components for Harewood Centennial Park and may purchase additional safety surfacing and geotextile for relocated Playground Structures A & B and swings as identified in drawing ‘Layout Plan L2’. Nothing in this document or the Contract shall constitute a guarantee of any such purchase.

SECTION 3.0 INSTRUCTIONS TO PROPONENTS

3.1 Request for Proposal Terminology
   The following terms will apply to this Request for Proposal and to any subsequent Contract. A submission in response to this RFP indicates acceptance of all the following terms:
   (a) “City” means the City of Nanaimo.
   (b) “Contract” means the acceptance of a Proponent’s Proposal by issuance of a City Purchase Order and the Contract documents consist of the documents identified in Section 4.0, Clause 4.2.
   (c) “must” “mandatory” “shall” means a requirement that must be met in order for a Proposal to receive consideration.
   (d) “Park” means the Harewood Centennial Park.
   (e) “Playground Structure” or plural thereof means the playground equipment offered by the Proponent.
   (f) “Proponent” or plural thereof means an individual or company that intends to submit a Proposal in response to this Request for Proposal.
   (g) “Proposal” means the complete Proposal document submitted in accordance with the terms and conditions of this Request for Proposal.
   (h) “RFP” means this Request for Proposal.
   (i) “Supplier” means the successful Proponent to this Request for Proposal who enters into a Contract with the City.
3.2 **Closing Date & Time & Delivery Instructions**

Proposals are to be sent by courier or hand delivered in a sealed envelope or package and should be clearly labeled with the Proponents name and address, RFP No. and Title and must be received by the Purchasing Department prior to 3:00 p.m. (15:00 hrs), Pacific Time, Wednesday, July 24, 2013 (the “closing date & time).

Proposals should include three (3) hard copy of the Proposal and one (1) electronic copy on CD/DVD or USB flash drive. It is the Proponent’s sole responsibility to ensure the hardcopy contains the same information as the electronic copy. The City of Nanaimo will not be liable for any discrepancy between the hard copy submission and the electronic copy.

Proposals received by facsimile or electronically will not be considered.

Proposals received after the “closing date & time” will not be considered.

It is the Proponent’s sole responsibility to ensure they allow themselves enough time to submit their Proposal to the Purchasing Department. The wall clock in the Purchasing Department Office is the official time piece for the receipt of all Proposals received by courier or hand delivered.

3.3 **Proposal Covering Letter**

The Proposal Covering Letter must be signed by a person authorized to sign on behalf of the Supplier and to bind the Proponent to statements made in response to this Request for Proposal. The Proponent should ensure its Proposal includes a cover letter substantially similar in content to the Sample Proposal Covering Letter provided in Appendix ‘A’. Proposals that do not contain a Proposal Cover Letter with an authorized signature will be rejected.

3.4 **Receipt Confirmation Form – Appendix ‘B’**

For any further distributed information about this Request for Proposal, please return this form by fax to 250.756.5327 or email to purchasinginfo@nanaimo.ca. Proponents are to note all subsequent information will also be posted on BC Bid website at www.bcbid.gov.bc.ca and the City of Nanaimo website at www.nanaimo.ca. The City will attempt to send information directly to Proponents that have returned the Receipt Confirmation Form, but it is the responsibility of the Proponents to ensure that all information has been received.

3.5 **Inquiries**

It is the responsibility of all Proponents to thoroughly examine these RFP documents and satisfy themselves as to the full requirements of this RFP. Inquiries are to be in written form only and emailed to the attention to the contact person below. Inquiries after July 18, 2013 Pacific Time will only be answered at the discretion of the City if time permits.

**Specification Inquires**

Attn: Kirsty MacDonald, Parks & Open Space Planner  
Phone: (250) 755-7506  
Email: kirsty.macdonald@nanaimo.ca

**Proposal Process Inquiries**

Silvia Reid, SCMP, Buyer  
Phone: (250) 756-5318  
Email: silvia.reid@nanaimo.ca
Information obtained from any other person or source is not official and are not to be relied upon. Inquiries and responses will be recorded and may be distributed to all Proponents at the City's option and will be distributed in the form of written addenda issued by the Purchasing Department.

If the City determines that an addendum is required to this RFP, the City’s Purchasing Department will issue an addendum and such an addenda will be posted on the BC Bid website at www.bcbid.gov.bc.ca, the City of Nanaimo website at www.nanaimo.ca. While the City will attempt to send information to Proponents who have returned the Receipt Confirmation Form, it is the sole responsibility of the Proponent to check for amendments on the BC Bid and City of Nanaimo websites issued up the “closing date & time”.

3.6 Addenda
Each addendum will be incorporated into and become part of the RFP document. No addendum of any kind to the RFP is effective unless it is contained in a written addendum issued by the City’s Purchasing Department.

3.7 Liability for Errors
While the City has used considerable efforts to ensure information in this RFP is accurate, the information contained in this RFP 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.

3.8 Proponent’s Expenses
All costs associated with the preparation and submission of the Proposal, including any costs incurred by the Proponent after the “Closing Time”, will be borne solely by the Proponent.

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

3.10 Changes to Proposal Wording
The Proponent will not change the wording of its Proposal after closing and no words or comments will be added to the Proposal unless requested by the City for the purposes of clarification.

3.11 Acceptance of Proposals
(a) The City is not bound to award to any Proponent or to the lowest priced qualified Proponent. The awarding of the RFP (if any) will be made upon all the evaluation criteria disclosed in this RFP and shall be in the City’s sole discretion, based upon the best overall value to the City.

(b) Neither acceptance of a Proposal nor execution of a Contract will constitute approval from any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statue, regulation or by-law.
3.12 **Privilege Provisions**
The City reserves the right to:
(a) Reject any and all Proposals, including without limitation the lowest priced Proposal, even if the lowest priced Proposal conforms in all aspects with the RFP; or  
(b) Accept a Proposal which is not the lowest priced, even if the lowest priced Proposal conforms in all aspects with the RFP; or  
(c) Award a Contract in full, in part, or to split an award with more than one Proponent on the basis of Proposals received, as it deems appropriate and in the City’s best interests; or  
(d) To reject Proposals which are incomplete, conditional or obscure or erasures or alterations of any kind; or  
(e) To reject any or all Proposals at any time prior to execution of a Contract; or  
(f) To waive minor informalities, irregularities or other deficiencies in any Proposal; or  
(g) To accept a Proposal which does not conform strictly to the requirements of the Proposal documents; or  
(h) Amend or revise the RFP by addenda up to the specified closing date and time; or  
(i) To assess the ability of the Proponent to perform the Contract and reject any Proposal where, in the City’s sole estimation, the personnel and/or resources of the Proponent are insufficient; or  
(j) To award a Contract to the Proponent other than the one with the most points, if, in the City’s sole determination, another Proposal is determined to be the “Best Value” to the City, taking into consideration the price and evaluation criteria of the RFP.

Under no circumstances shall the City be obligated to award a Contract solely on the basis of proposed price. No Proponent shall have any claim for any 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.

3.13 **Right to Cancel the RFP Process**
The City reserves the right in its sole discretion to postpone or cancel this RFP process at any time and may in its discretion, elicit offers from other parties (whether or not such parties have responded to this RFP) or engage in another procurement process, including re-issuing a similar RFP or negotiating with any party if:
(a) Only one Proposal is received; or  
(b) A suitable Proponent has not been selected; or  
(c) At any time prior to entering into a Contract with the successful Proponent; or  
(d) Approval is not granted by the City of Nanaimo Council, or Director of Finance  
(e) All Proposal(s) received are over budgetary expectations.

3.14 **Litigation Clause**
The City may, in its absolute discretion, reject a Proposal submitted by Proponents if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in a legal action against the City, its elected or appointed officers and employees in relation to:
(a) Any other Contract for works or Services; or  
(b) Any matter arising from the City’s exercise of its powers, duties or functions under the Local Government Act for another enactment within five years of the date of this Request for Proposal.
In determining whether to reject a Proposal under this clause, the City will consider whether the litigation is likely to affect the Proponent’s ability to work with the City, its consultants and representatives and whether the City’s experience with the Proponent indicates that the City is likely to incur increased employees and legal costs in the administration of this Contract if it is awarded to the Proponent.

3.15 Withdrawal of Proposals
Proponents may withdraw their Proposal at any time prior to the RFP “closing date & time” by submitting a written withdrawal letter to the Purchasing Department via email: purchasinginfo@nanaimo.ca, attention: Silvia Reid, Buyer.

3.16 Proposal Validity
Proposals shall be irrevocable and shall remain open for acceptance by the City for at least sixty (60) calendar days after the RFP “closing date and time”. The City may elect to extend the Proposal validity duration beyond sixty (60) calendar days with written notice to the Proponents.

3.17 Working Language of the City
The working language of the City is English and all responses to this Request for Proposal must be in English.

3.18 Debriefing
At the conclusion of the Request for Proposal process, all Proponents will be notified. Unsuccessful Proponents may request a debriefing meeting with the City.

3.19 Opening of Proposals
Proposals will not be opened in Public.

SECTION 4.0 GENERAL TERMS AND CONDITIONS

4.1 Acceptance of Terms
All the terms and conditions of this RFP are assumed to be accepted by the Proponent and incorporated in its Proposal, except those revisions that are proposed or requested in the Proposal and accepted by the City.

4.2 Contract / Contract Documents
The City’s preferred form of Contract is the City of Nanaimo’s official Purchase Order and the Contract documents which consist of:
- The successful Proponent’s Proposal response submission;
- The following referenced sections of the RFP 1451 document:
  - Section 2.0 Requirements and Specifications
  - Section 4.0 General Terms and Conditions
- Proposal Covering Letter;
- All amendments and attachments
- The City’s official purchase order; and
- Those parts not referenced above but agreed upon by both Parties.

The City is not obligated to any Proponent in any manner until a City of Nanaimo Purchase Order has been issued and signed by an authorized person of the City.
4.3 **Error in Pricing**
In the case of conflict between unit pricing and any extended totals, unit pricing will govern.

4.4 **Conflict of Interest**
By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict.

4.5 **Currency, Taxes and Pricing**
(a) All prices are in Canadian currency, exclusive of the Provincial Sales Tax (PST) and the Goods and Services Tax (GST). Applicable taxes are shown as a separate line item.
(b) All prices for Playground Structure(s), geotextile and safety surfacing include packaging of Playground Structure(s) and geotextile, FOB destination 2020 Labieux Road, Nanaimo, BC V9T 6J9, delivery of safety surfacing to 740 Howard Ave., Nanaimo BC, unloading at destination(s), insurance, insurance, all tariffs, excise taxes, custom duties and all other items necessary for the supply and delivery of the requirements of this RFP.

4.6 **Payment**
Payments to the successful Proponent:
(a) Will be made subject to inspection of Playground Structure(s).
(b) Net thirty (30) days from invoice date and detailed invoice.

4.7 **Invoice Discrepancies**
The City reserves the right to reject and/or return invoices containing discrepancies for correction and/or re-invoicing.

4.8 **Infringement**
The successful Proponent warrants that the Products described herein, and the sale or use of them will not infringe on any patent and the successful Proponent covenants that it will defend at its own cost and expense, every action which may be brought against the City or those selling or using purchased products for any alleged infringement of any patent by reason of the sale or use of such articles. The successful Proponent agrees to pay all costs, damages, fines and profits recoverable in any such action or to indemnify the City from such costs, damages, fines, and profits claimed from the City in any such action.

4.9 **Deficiencies/Inspection**
All Playground Structure(s) are subject to inspection by the City. The City shall have a reasonable time to inspect and to accept the Playground Structure(s). The City reserves the right to reject any Playground Structure(s) that do not comply with the specifications or which are found to be defective materially or in workmanship or damaged during transit. Rejected Playground Structure(s) shall be removed by and at the expense of the Supplier, including transportation cost both ways. After notification of rejection the Supplier shall promptly remove the goods and bear all risk in relation of rejected products.
The City may hold back from payments otherwise due to the Supplier, as determined by the City, on account of deficient or defective Playground Structure(s). This holdback may be held, without interest, until replacement Playground Structure(s) is received or such deficiency or defect is remedied.

4.10 Applicable Laws
The Supplier agrees to comply with all applicable laws and regulations affecting this Proposal document in any manner and agree to take further steps as may be necessary to effect such compliance.

4.11 Laws of British Columbia
Any Contract resulting from this Request for Proposal will be governed and will be construed and interpreted in accordance with the Laws of the Province of British Columbia.

4.12 Assignment/Sub-Contracting
Any Contract resulting from this RFP process may not be assigned or sub-contracted by the Supplier without the City’s prior written consent.

4.13 Indemnity
The Supplier shall indemnify and save harmless the City of Nanaimo including without limitation, the City of Nanaimo Mayor, its Council Members, agents, servants and employees from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the City at any time where the same are based upon or arise out of anything tortuously done or omitted to be done by the Supplier or the designated employees.

4.14 Breach of Contract
(a) If the Supplier breaches any terms or conditions of the Contract, or becomes insolvent, enters voluntary or involuntary bankruptcy or receivership proceedings or makes an assignment for the benefit of creditors, the City shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of both) to terminate the Contract by written notice to the Supplier, whereupon the City shall be relieved of all further obligations hereunder except the obligation to pay to the Supplier such part of the Playground Structure(s) received and inspected by the City.
(b) Cancellation shall be in writing and shall not result in any penalty or other charges to the City.

4.15 Minimum Rate of Pay
“Minimum rate of pay for work performed under this Contract or under sub-contract shall be as classified in the current Agreement between the City of Nanaimo and the Canadian Union of Public Employees, Local No. 401”.

4.16 Dispute Resolution
In the event of a dispute arising between the City and the successful Proponent as to their respective rights and obligations under the Agreement, both parties agree to resolve the dispute by:
(a) Frank and open negotiations whereby both parties use their best efforts to resolve the dispute by mutual agreement including the most Senior Management of both parties.
(b) If, after thirty (30) calendar days, the dispute is not resolved, both parties agree to appoint a mediator to resolve the dispute. All costs to be split equally.

(c) If, after the mediation process is complete and the dispute is not resolved, the parties shall proceed to arbitrations following the rules of procedures as per the British Columbia International Commercial Arbitration Centre located in Vancouver, BC. All costs, with the exception of legal fees, shall be borne equally.

4.17 **Ownership of Proposal and Freedom of Information and Privacy Protection Act**

All Proposals, including attachments and any documentation, submitted to and accepted by the City in response to this RFP become the property of the City and are subject to the Freedom of Information and Privacy and Protection Act.

4.18 **Time of the Essence**

Time shall be of the essence of this Contract.

**SECTION 5.0 EVALUATION CRITERIA AND PROCESS**

5.1 **Evaluation Team**

Evaluation of Proposals will be by a team formed by the City, which may consist of one or more persons. The City reserves the right and at its sole discretion to choose the evaluation team members.

The evaluation team may, at its sole discretion seek clarification or additional information on any Proposal when it is in the best interest of the City to do so. The evaluation team may consider such clarifications or additional information in evaluating Proposals.

5.2 **Mandatory Requirements**

Proposals not meeting all mandatory criteria identified in Clause 5.2 will be rejected without further consideration. Proposals that do meet all the mandatory criteria will then be evaluated against the desirable criteria.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Mandatory Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The Proposal must be received at the closing location by the specified closing date and time.</td>
</tr>
<tr>
<td>2.</td>
<td>The Proposal must not be submitted electronically or by facsimile.</td>
</tr>
<tr>
<td>3.</td>
<td>The Proposal must be in English.</td>
</tr>
<tr>
<td>4.</td>
<td>A Proposal Covering Letter substantially similar in content to the sample Proposal Covering Letter provided in Appendix ‘A’ signed by a person authorized to sign on behalf of the Supplier and to bind the Proponent to statements made in response to this RFP.</td>
</tr>
</tbody>
</table>

5.3 **Desirable Criteria**

The evaluation team will evaluate and score Proposals based on the Proponents response to Section 6.0 Proposal Response Requirements and Sequence.
<table>
<thead>
<tr>
<th>Desirable Criterion</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Company Profile and Timeline</strong></td>
<td>10</td>
</tr>
<tr>
<td>For this evaluation criterion the evaluation team will give particular reference to the Proponents response to Section 6.0 (6.2)</td>
<td></td>
</tr>
<tr>
<td><strong>Play Value</strong></td>
<td>35</td>
</tr>
<tr>
<td>For this evaluation criterion the evaluation team will give particular reference to the Proponents response to Section 6.0 (6.3)</td>
<td></td>
</tr>
<tr>
<td><strong>Durability</strong></td>
<td>15</td>
</tr>
<tr>
<td>For this evaluation criterion the evaluation team will give particular reference to the Proponents response to Section 6.0 (6.4)</td>
<td></td>
</tr>
<tr>
<td><strong>Overall Cost</strong></td>
<td>30</td>
</tr>
<tr>
<td>For this evaluation criterion the evaluation team will give particular reference to the Proponents response to Section 6.0 (6.5)</td>
<td></td>
</tr>
<tr>
<td><strong>Optional Interview</strong></td>
<td>10</td>
</tr>
<tr>
<td><strong>Total Points</strong></td>
<td>100</td>
</tr>
</tbody>
</table>

After an initial review and evaluation of all the Proposals the City may, at its option, conduct interviews/presentation with one or more highest ranking Proponent(s). Alternatively, if in its sole discretion the City determines there is a clear leading Proponent, the City retains the right to bypass the interview process and proceed directly to award.

The City’s intent is to award the Contract to the Proponent with the highest overall score. Notwithstanding the foregoing, the City reserves the right to award the Contract to the Proponent other than the one with the most points, if, in its sole determination, another Proposal is deemed to provide Best Value to the City, taking into consideration the evaluation criteria of the RFP.

Preference shall be given to Suppliers located within the Regional District of Nanaimo where quality, service and price are equivalent.

### 5.4 Negotiation Delay

It is the intent of the City to ensure that the City has the flexibility it needs to arrive at a mutually agreeable final Contract. Negotiations may be held with the potential Supplier including, but not limited to, matters such as minor price adjustments, minor changes to the specifications/requirements. It is not the intent of the City to allow for new or significantly altered Proposals. The City is not obligated to any Proponent in any manner until the Contract has been executed and signed by an authorized agent of the City.

### SECTION 6.0 PROPOSAL RESPONSE REQUIREMENTS AND SEQUENCE

6.1 The City requests that you include the following minimum information in your Proposal in the same sequence of topics as listed below to ensure your Proposal receives full consideration. All pages should be consecutively numbers. All items below are important to the City.

(a) A Proposal Cover Letter substantially similar in content to the Sample Proposal Covering Letter provided in Appendix ‘A’ signed by a person authorized to sign on
behalf of the Supplier and to bind the Proponent to statements made in response to this RFP.

(b) A table of contents of your submission of all major headings identified below.

(c) Your Proposal submission in the same sequence of topics as listed below, 5.2 – 5.5 for each concept offered.

6.2 Company Profile and Timeline – 10%
(a) Provide a letter of introduction (maximum 2 pages) with an overview of your company profile. Include business name, length of time in business, customer base in British Columbia/Canada and describe previous experience in the design of Playground Structure(s) for Parks.
(b) Provide a minimum of three (3) references, that the City may contact. References of customers who have purchased the same type of Playground Structure(s) is preferred.
(c) Proponents should clearly indicate delivery timeline in calendar days from receipt of City of Nanaimo’s purchase order.

6.3 Play Value (includes but not limited to variety, creativity, physical challenge, social and mental development, and sensory equipment) – 35%
(This information is required for each design concept.)

1) Details of design proposed such as pictures, models, scale drawings, etc.
2) Details of overall sizes and dimensions of the Playground Structure(s).
3) Specify materials and itemize all Play Structure(s) components as well as specify the number of activity stations and expected play value.
4) Details of construction method and materials (such as footings, fasteners, etc.)
5) Reference to all applicable safety standards(s) the design, Playground Structure(s) and safety surfacing complies with.
6) Safety features of the proposed design and Playground Structure(s).
7) Safety surfacing volume and depth required for each concept/design.
8) One (1) set of plan drawing to scale for each design concept is required. Plan drawing to clearly illustrate no-encroachment zones, clearances and required protective surfacing zone and depth. Perspective or illustrate drawings may also be submitted. Playground Structure(s) colours should be specified for all components. Itemized list of playground components for each concept offered.
9) Playground layout drawing(s) for each concept offered including measurements.
10) Descriptive literature.

6.4 Durability (includes but not limited to warranty, maintenance requirements, availability of replacement parts, quality of workmanship) – 15%
(This information is required for each design concept.)

1) Details of all materials used for the Playground Structure(s) proposed;
2) Specify materials and itemize all play Structure components as well as specify the number of activity stations and expected play value.
3) Complete parts list for all replaceable parts for the proposed Playground Structure(s).
4) Warranty information for Playground Structure(s) offered. Specify warranty coverage and state your procedure for handling warranty claims and any associated costs that the City may occur.
5) Maintenance information on Playground Structure(s) offered.
6.5 **Overall Cost – 30%**

All prices are in Canadian currency. All prices include F.O.B. destinations as specified in the RFP document (freight shown separately), packaging of Playground Structure(s), geotextile, safety surfacing, unloading at specified locations, insurance, all tariffs, excise taxes, custom duties and all other items necessary for the supply and delivery of the requirements of this RFP.

**For each concept offered provide the following:**

1) Unit price for each Playground Structure; and
2) Lump sum price for geotextile; and
3) Lump sum price for safety surfacing; and
4) Delivery Costs for Playground Structure(s), geotextile and safety surfacing; and
5) List all other charges that may apply; and
6) Show Sub Total; and
7) Show all applicable taxes as a separate line item; and
8) Total Cost to the City.
Appendix ‘A’ Sample Proposal Covering Letter

Letterhead or Proponent’s name and address

Date

City of Nanaimo
455 Wallace Street
Nanaimo, BC V9R 5J6

Attn: Silvia Reid, Buyer

Subject: RFP No. 1451 Playground Equipment for Harewood Centennial Park
List any amendment nos. and dates

The enclosed Proposal is submitted in response to the above-referenced Request for Proposal.

Through submission of this Proposal we agree to all of the terms and conditions of the Request for Proposal and offer supply and delivery the Playground Structure(s), geotextile and safety surfacing outlined in the attached Proposal and to enter into a Contract at the stated prices and fulfill all requirements of the Contract documents. Prices are in Canadian currency.

We have carefully read and examined the RFP and have conducted such other investigations as were prudent and reasonable in preparing the Proposal. We agree to be bound by statements and representations made in this Proposal and to any Agreement resulting from the Proposal.

I understand and agree that it is my responsibility to seek clarification to items I do not understand or that are susceptible to more than one interpretation. I understand that oral representations made by any City representative are not valid unless documented in writing by the City.

The person signing this RFP declares that they are the duly authorized signing authority with the capacity to commit their firm/company to the conditions of this Proposal.

________________________________________
Authorized Signature

Name: ____________________________
(Please Print) Phone#: ____________________________

Title: ____________________________ E-mail: ____________________________

Fax #: ____________________________

Legal name of Supplier: ____________________________ Date: ____________________________
APPENDIX ‘B’ RECEIPT CONFIRMATION FORM

Request for Proposal No. 1451

Playground Equipment for Harewood Centennial Park

Closing Date & Time: Prior to 3:00 P.M. (15:00hrs) Pacific Time, Wednesday, July 24, 2013

For any further distributed information about this Request for Proposal, please return this form by fax or email as soon as possible to:

Silvia Reid, SCMP
Buyer
Email: purchasinginfo@nanaimo.ca Fax: 250.756.5327

COMPANY NAME: ____________________________________________________
STREET ADDRESS: ____________________________________________________
CITY/PROVINCE: ____________________________________________________
POSTAL CODE: ______________________________________________________
PHONE NUMBER: _____________________________________________________
FAX NUMBER: _______________________________________________________
PHONE NUMBER: _____________________________________________________
CONTACT PERSON: ____________________________________________________
TITLE: ______________________________________________________________
EMAIL ADDRESS: _____________________________________________________

Proponents: Please note all subsequent information will also be posted on the BC Bid and City of Nanaimo websites. The City will attempt to send information directly to those Proponents that have returned this form, but it is the responsibility of the Proponents to ensure that all information has been received.