

Request for Proposals (RFP)



For the Design, Supply, Delivery and Installation of a
Playground Structure and Parking Area

Request for Proposal No.: **NMTA-2024-03**

Issued Date: **March 28, 2024**

Submission Deadline Date: **April 22, 2024, 10:00 a.m. CST**

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PART 1 - INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposal (RFP) is an invitation by Northern Municipal Services (NMS), on behalf of the Resort Subdivision of Ramsey Bay, to prospective proponents to provide submissions for the provision of the design, supply, delivery and installation of playground structures and a parking area as further described in the RFP Particulars (Appendix A).

1.2 RFP Contact

Direct any questions regarding this competition to:

NMS@gov.sk.ca, Subject: RFP NMTA-2024-03

Attention: Erik Trenouth

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of NMS, other than the RFP contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's submission.

Inquiries and their responses may be posted on the website sasktenders.ca at the sole discretion of NMS, without revealing the source of the inquiry.

1.3 Type of Agreement for Deliverables

The selected proponent will be requested to enter into direct negotiations to finalize an agreement with NMS for the provision of the deliverables. Proponent(s) choosing to participate in this RFP process should be prepared to accept the terms and conditions of the final agreement, subject to changes that may be mutually agreed upon in the negotiation process.

1.4 RFP Timetable

Issue Date of RFP	March 28, 2024
Deadline for Questions	April 12, 2024, 5:00 p.m. CST
Deadline for Issuing Addenda	April 15, 2024, 5:00 p.m. CST
Submission Deadline	April 22, 2024, 10:00 a.m. CST
Anticipated Execution of Agreement	April 30, 2024, 5:00 p.m. CST

The RFP timetable is tentative and may be changed by NMS at any time.

1.5 Submissions

1.5.1 Proponents must submit by email.

NMS does not assume any responsibility for delayed or rejected submissions. Proponents acknowledge that all risks associated with submissions are their sole responsibility, and that late submissions, regardless of the reason, will be rejected.

If there are multiple submissions received from a proponent, the last email copy submitted will prevail.

Submission by email:

One electronic copy in .pdf or .doc(x) format, which includes the RFP reference number and closing date, are to be forwarded to:

nms@gov.sk.ca

The subject line of the email should contain the competition reference number, competition title and company name (example: RFP NMTA-2024-03-Title-Company Name).

One email, including attachments, should not be larger than 25MB or it may not be successfully transmitted. It is recommended to send one email, however, if sending multiple emails, provide clear instructions on how the submission is intended to be integrated.

Email submissions with links to a cloud-based storage system (i.e. Dropbox, Google Drive, OneDrive) will not be accepted.

Executable file formats such as .exe will not be accepted. The preferred file formats are .pdf and .doc(x).

The received time in the recipient's email inbox will be the recorded date and time of submission. NMS will provide confirmation of email receipt to proponents. If no confirmation email is received, please contact 306-420-8055.

Prior to closing, NMS will maintain confidentiality of email submissions subject to NMS officials opening an email for the purpose of identification.

For more information, refer to the document *Guidelines for Proponent Submissions via Email on SaskTenders*.

1.5.2 Submissions to be Received on Time

Submissions must be received at the email address set out above on or before the submission deadline. Submissions received after the submission deadline will not be accepted.

Onus and responsibility rests solely with the proponent to submit its submission to the exact email address indicated in this RFP on or before the submission deadline. NMS does not accept any responsibility for submissions submitted to any other email address by the proponent or its delivery agents. Proponents are advised to make submissions well before the deadline. Proponents making submissions near the deadline do so at their own risk.

1.5.3 Amendment of Submissions

Proponents may amend their submissions prior to the submission deadline by submitting the amendment to the email address set out above. Any amendment should clearly indicate the RFP title and number, and which part of the submission the amendment is intended to amend or replace.

1.5.4 Withdrawal of Submissions

At any time prior to the execution of a written agreement for provision of the deliverables, a proponent may withdraw a submission. To withdraw a submission, a notice of withdrawal must be received by the RFP contact and should be signed by an authorized representative of the proponent. NMS is under no obligation to return withdrawn submissions.

[End of Part 1]

PART 2 - EVALUATION AND NEGOTIATION

Stages of Evaluation and Negotiation

NMS will conduct the evaluation of submissions and negotiations in the following stages:

1. Mandatory Requirements
2. Evaluation of Submission
3. Ranking and Negotiations
4. Best and Final Offer (BAFO)
5. Negotiations

2.1 Stage 1 - Mandatory Requirements

NMS will review submission components for administrative deficiencies and compliance with mandatory requirements.

2.1.1 Administrative Deficiencies

NMS may at its discretion offer a rectification process to all proponents to correct administrative deficiencies in their submissions. Proponents may be notified of any administrative deficiencies and be provided with a specific time period to address any administrative deficiencies. Proponents failing to respond within the stated time period (Section 1.4) will be assessed on the initial submission or eliminated from the process at NMS's discretion.

This process is not intended to address omissions or changes to the substantive aspects of submissions but may include failure to submit forms or information that are not evaluated as part of the rated criteria.

2.1.2 Mandatory Requirements

NMS will review to determine which submissions comply with all of the mandatory requirements. If a submission fails to satisfy any mandatory requirement, NMS will not evaluate such submissions further.

NMS may eliminate mandatory requirements unmet by all proponents.

2.2 Stage 2 - Evaluation of Submission

NMS and the Ministry of Parks, Culture and Sport will evaluate each qualified submission on the basis of the rated criteria as set out in Appendix A.

The term "requirement" or "specification" (or similar term used in this RFP) is used for convenience only and is not intended to imply that any submission that does not exactly match or meet such a "requirement" or "specification" will necessarily be disqualified. Instead, as part of the evaluation process, proponents, goods and services will be evaluated based on the extent to which, and how well, they are able to satisfy the intent, fit for purpose and substance of the "requirements" or "specifications" contained in this RFP.

2.2.1 Pricing

Scoring of the submitted pricing will be in accordance with the price evaluation set out in Appendix A.

2.3 Stage 3 - Ranking and Negotiations

2.3.1 Ranking of Proponents

All scores from previous stages will be added together and the proponents will be ranked based on their total scores.

2.3.2 Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into an agreement on the part of NMS or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. Negotiations may include requests by NMS for supplementary information from the proponent to verify, clarify or supplement the information provided in its submission or to confirm the conclusions reached in the evaluation, and may include requests by NMS for improved pricing or performance terms from the proponent.

2.3.3 Time Period for Negotiations

NMS intends to conclude negotiations and finalize the agreement with the top-ranked proponent(s). A proponent invited to enter into direct negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

2.3.4 Failure to Enter into Agreement

NMS may at any time at its sole discretion, discontinue negotiations with the top-ranked proponent(s) and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until NMS elects to cancel the RFP process.

2.3.5 Interview/Presentation (Optional)

Top-ranked proponent(s) may be required to attend an interview or make a presentation to the evaluation team. The interview can include a presentation. Materials prepared by the top-ranked proponent for the interview/presentation shall be provided to the evaluation team.

The interview/presentation is intended to verify that the proposed approach meets all of the requirements and provides the evaluation team some exposure to the designated service team. The interview/presentation may also be used to clarify any portion of the written submission, if required.

The evaluation team will ask questions about the contents of the submission or presentation for clarification purposes. Clarifications made by the proponent during the interview/presentation will become part of the proponent's submission and may be included in any contract negotiations.

2.3.6 Reference Checks (Optional)

Reference checks may be completed for the proponent and/or their proposed resources and sub-contractors.

During reference checks, NMS reserves the right to contact any of the proponent's customers who NMS believes may be able to provide information about the proponent that would be pertinent to this RFP. NMS reserves the right to conduct reference checks at any time during the RFP process.

2.4 Stage 4 - Best and Final Offer (BAFO)

2.4.1 Initial Ranking of Proponents

All scores from previous stages will be added together and the proponents will be ranked based on their total scores.

2.4.2 BAFO Process

During the BAFO process, NMS will provide each of these proponents with any additional information and will seek further information and submission improvements from each proponent. After the expiration of the negotiation period, each proponent will be invited to revise its initial submission and submit its BAFO to NMS.

This process is typically used to address the following: confirming assumptions under which their submission was developed; conducting whatever due diligence is deemed reasonable and necessary under the circumstances; proposing revisions to their submission based upon the results of any activities discussed previously; and, provide more specific details in areas to be identified by NMS.

2.4.3 Evaluation of BAFO and Final Ranking of Proponents

Each BAFO will be re-evaluated and may be re-scored according to the evaluation criteria that will be provided in the BAFO process. A final ranking and decision may be made based on the new or additional information secured during this process. The top-ranked proponent based on the evaluation of each BAFO will receive a written invitation to enter into a final round of negotiation to finalize the agreement with NMS.

2.4.4 Option not to Engage in BAFO

After the completion of Stage 3, NMS may choose not to engage in the negotiations and BAFO process and may proceed directly to agreement negotiations with the top-ranked proponent(s).

2.5 Stage 5 - Negotiations

2.5.1 Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into an agreement on the part of NMS or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. Negotiations may include requests by NMS for supplementary information from the proponent to verify, clarify or supplement the information provided in its submission or to confirm the conclusions reached in the evaluation, and may include requests by NMS for improved pricing or performance terms from the proponent.

2.5.2 Time Period for Negotiations

NMS intends to conclude negotiations and finalize the agreement with the top-ranked proponent(s). A proponent invited to enter into direct negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

2.5.3 Failure to Enter into Agreement

NMS may at any time at its sole discretion, discontinue negotiations with the top-ranked proponent(s) and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until NMS elects to cancel the RFP process.

[End of Part 2]

PART 3 - TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their submissions in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a submission should reference the applicable section numbers of this RFP.

3.1.2 Submissions in English

All submissions are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the proponent's submission should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's submission but not attached may not be considered to form part of its submission. If proponents wish to reference websites or external documents, they should obtain the approval of the RFP contact prior to the submission date. Proponents are responsible for ensuring that all external content that is referenced is accurate and are to provide notice to NMS of any changes that may arise after submission. NMS may, at any time, require a proponent to provide a hard copy of some or all of the external content referenced.

3.1.4 References and Past Performance

In the evaluation process, NMS may consider information provided by the proponent's references and may also consider information independently obtained by NMS about the proponent or its submission in the course of NMS's own due diligence, including any previous dealings or experience, if any, with a proponent. NMS may contact any of the proponent's customers who NMS believes may be able to provide information about the proponent that would be pertinent to this RFP.

3.1.5 Information in RFP Only an Estimate

NMS and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a submission in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its submission, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Submission to be Retained by NMS

NMS will not return the submission or any accompanying documentation submitted by a proponent.

3.1.8 Trade Agreements

Proponents should note that procurements falling within the scope of one or more of:

- *The New West Partnership Trade Agreement.*
- *The World Trade Organization Agreement on Government Procurement.*
- *Chapter 19 of the Canada – European Union Comprehensive Economic and Trade Agreement, including its incorporation by reference into the Agreement on Trade Continuity between the United Kingdom of Great Britain and Northern Ireland and Canada.*
- *Chapter 15 of the Comprehensive and Progressive Agreement for Trans-Pacific Partnership.*
- *Chapter 5 of the Canadian Free Trade Agreement.*

are subject to those trade agreements, but that the rights and obligations of the parties will be governed by the specific terms of this RFP.

3.1.9 No Guarantee of Volume of Work or Exclusivity of Agreement

NMS makes no guarantee of the value or volume of work to be assigned to the successful supplier(s). The agreement to be negotiated with the selected proponent(s) will not be an exclusive contract for the provision of the described deliverables. NMS may contract with others for goods and services the same as or similar to the deliverables or may obtain such goods and services internally.

3.1.10 Evaluation Committee

Evaluation of submissions will be by a committee formed by NMS.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP and may direct questions in writing or seek additional information to the RFP contact on or before the deadline for questions. No such communications are to be directed to anyone other than the RFP contact. NMS is under no obligation to provide additional information, and NMS is not responsible for any information provided by or obtained from any source other than the RFP contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. NMS is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If NMS, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Any information obtained in a method other than an addendum should not be relied upon. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by NMS.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If NMS determines that it is necessary to issue an addendum after the deadline for issuing addenda, NMS may extend the submission deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating submissions, NMS may at its sole discretion request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in a submission. The response received by NMS shall, if accepted by NMS, form an integral part of the proponent's submission. NMS may consider information independently obtained by NMS about the proponent or its submission in the course of NMS's own due diligence, including any previous dealings or experience by it or others, if any, with a proponent.

3.2.5 Time Disputes

In the event of a dispute regarding time, NMS's time clock will govern.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement is signed by NMS and a proponent, the other proponents will be notified. Proponents may be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process.

3.3.2 Debriefing

Proponents who provide a submission may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be made in writing to the RFP contact within thirty (30) calendar days of such notification. The intent of the debriefing information session is to aid the proponent in presenting a better submission in subsequent procurement opportunities.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

NMS may disqualify a proponent or take any other action it deems appropriate in its sole discretion, for any conduct, situation or circumstances, determined by NMS, in its sole and absolute discretion, to constitute a conflict of interest.

For the purposes of this RFP, "conflict of interest" includes any situation or circumstance where, in relation to a NMS procurement competition, a participating proponent has an unfair advantage, a perception of an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including:

- (a) having, or having access to, information in the preparation of its submission that is not available to other proponents, but such does not include information a proponent may have obtained in the past performance of a contract with a public entity, including NMS, that is not related to the creation, implementation or evaluation of this or a related procurement competition.
- (b) communicating with any person with a view to influencing preferred treatment in this procurement competition (including but not limited to the lobbying of decision makers involved in this procurement competition).

- (c) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive procurement competition or renders that competition non-competitive, less competitive, or unfair.
- (d) All proponents should advise NMS in writing whether it has any actual, potential or perceived conflict of interest, and if so, the nature of each conflict of interest. A proponent may, in the sole discretion of NMS, be disqualified from this RFP process if a proponent is found to have a conflict of interest.

3.4.2 Disqualification for Prohibited Conduct

NMS may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into, or take such other action it may deem appropriate if NMS, in its sole and absolute discretion, determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.3 Prohibited Proponent Communications

Proponents should not engage in any communications that could constitute a conflict of interest.

3.4.4 Proponent Not to Communicate with Media

Proponents should not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP contact.

3.4.5 No Lobbying

Proponents should not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful supplier(s).

3.4.6 Employee Submissions

NMS employees (as a proponent or a proposed resource) may be ineligible to enter into an agreement.

3.4.7 Illegal or Unethical Conduct

Proponents are not to engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents are not to engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of NMS; deceitfulness; providing submissions that contain misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.8 Past Performance or Past Conduct

NMS may prohibit a proponent from participating in this or future procurement processes based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above.
- (b) the refusal of the proponent to honour its submitted pricing or other commitments.
- (c) any conduct, situation or circumstance determined by NMS, in its sole and absolute discretion, to have constituted an undisclosed conflict of interest.
- (d) or otherwise outlined in the CFTA.

3.5 Confidential Information

3.5.1 Confidential Information of NMS

All information provided by or obtained from NMS in any form in connection with this RFP either before or after the issuance of this RFP:

- (a) is the sole property of NMS and must be treated as confidential.
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent agreement for the deliverables.
- (c) must not be disclosed without prior written authorization from NMS.
- (d) must be returned by the proponent to NMS immediately upon the request of NMS.

3.5.2 Confidential Information of Proponent

Submissions will be accepted in confidence, as they contain financial, commercial, scientific, technical and/or labour relations information, except as may be otherwise provided herein. The confidentiality of such information will be maintained by NMS, except as otherwise required by law or by order of a court or tribunal, or by regulatory order of the Government of Saskatchewan, including but not limited to, the Crown Investment Corporation of Saskatchewan and other agencies or ministries of government including its boards, commissions or panels. Proponents are particularly advised that NMS is subject to legal requirements that may require disclosure of submission information including, without limitation, under *The Freedom of Information and Protection of Privacy Act* (Saskatchewan). Notwithstanding the foregoing, NMS reporting requirements may result in the public disclosure of the agreement to the successful supplier(s).

Proponents are advised that their submissions will, as necessary, be disclosed, on a confidential basis, to advisers retained by NMS, and/or to Crown corporations (as defined in *The Crown Corporations Act, 1993*) and NMS agencies or ministries, including its boards, commissions or panels, to advise or assist with the RFP process, including the evaluation of submissions. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP contact.

3.6 Procurement Process Non-binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A – based tendering law duties or any other legal obligations arising out of any process contract or collateral contract.
- (b) neither the proponent nor NMS will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a submission provided in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective proponents for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between a proponent and NMS by this RFP process. A legal relationship will not arise until the successful negotiation and execution of a written agreement.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in submissions will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the submissions and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of NMS to enter into an agreement for the deliverables.

3.6.4 Effect of this RFP

This RFP process does not in any way restrict or limit NMS's pre-existing rights to engage in commercial negotiations with any proponent or to procure the deliverables from any successful supplier through any other process. Without limiting the generality of the foregoing, NMS may:

- (a) choose whether to evaluate any submission.
- (b) modify this RFP or RFP process, including any technical, commercial or contractual terms.
- (c) re-issue this RFP, either in the same form, or with modifications.
- (d) begin or end negotiations with any proponent for some or all of the deliverables.
- (e) reject any submission.
- (f) abandon its plans to obtain any of the deliverables.
- (g) invite anyone (including any proponent) to give it an offer to provide some or all of the deliverables under any terms.
- (h) at any time before executing the agreement, NMS may do the following:
 - i. require the proponent to submit further information not requested in this RFP to verify the proponent's ability to perform the deliverables, including financial data, references to support assertions of past relevant experience, information about the deliverables, and proof of the proponent's legal capacity to perform the agreement.
 - ii. inspect the proponent's equipment and facilities that will be used to perform the agreement to verify the proponents' technical or commercial capacity to perform the agreement.
- (i) cancel the RFP process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision).
- are non-exhaustive and must not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations.
- are to be governed by and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A - RFP PARTICULARS

A. DELIVERABLES

Northern Municipal Services (NMS), Ministry of Government Relations, on behalf of the Resort Subdivision of Ramsey Bay, as part of the District, a legally incorporated municipality under *The Northern Municipalities Act, 2010* in the Province of Saskatchewan, is conducting a Request for Proposals (RFP) for the design, supply, delivery, and installation of playground structures and a parking area located at the Weyakwin Lake (Ramsey Bay) Recreation Site in Saskatchewan.

A.1 PROJECT REQUIREMENTS

See Appendix E – Playground and Parking Area Map for general layout of the project area.

- **Playground equipment and surfacing:**
 - supply, delivery and installation of playground surfacing, which can include such things as sand or pea gravel.
 - supply, delivery and installation of pre-fabricated play structures that include freestanding play feature components that comply with all related standards as listed in Section A.4 Standards Compliance.
- **Playground parking area:**
 - accommodate approximately five to seven vehicles adjacent to the playground building envelope.
 - one cement curb stop to mark each parking space.
 - proper contouring and ground preparation for drainage.
 - gravel surface cover.
 - parking area must be setback at least 6' from the surveyed road boundary and the playground envelope.
 - access must be from Beaver Crescent.
- **Playground building envelope:**
 - the maximum space available to construct the playground is an area of 80 x 80 feet / 6400 ft². See Appendix E – Playground and Parking Area Map for the playground lease area, playground building envelope and playground parking area.
 - clear and prepare the playground building envelope. The ground is currently a mix of brush and stumps with uneven terrain.
 - supply, delivery and installation of two courses of 6" x 6" border surrounding the playground building envelope that meets the following specifications:
 - the border is secured by rebar and anchoring pins.
 - border pieces must be screwed together at the butt ends to avoid separation and future trip hazards (if applicable).
 - the length of any single piece of the border must be a minimum of 6 feet in length for above-grade courses.
 - all joints must be overlapped a minimum of 3' by the top course.
- **Flexibility:**
 - NMS is flexible on the type and layout of the playground structures and playground

building envelope shape. Proponents' proposals should allow NMS to assess the design capabilities and creativity of the proponents, with a design that maximizes the allowable space. NMS may require component or configuration modifications based on a submission from a proponent.

- If colour options are available, those should be presented and NMS will determine colour selection before the order is placed with the successful supplier.
- **Timeline:**
 - All building materials will be supplied and delivered to the Weyakwin Lake (Ramsey Bay) Recreation Site and the assembly and installation of the playground structures and playground parking area will be completed on or before October 31, 2024.

A.2 NMS RESPONSIBILITIES

NMS will be responsible for the following:

- Allowing for on-site storage of materials.
- Designating and describing the location for installation.
- Deploying a designated playground inspector to inspect the installed playground structure and determine completion of work.
- Applying for a Work Authorization Permit from the Ministry of Parks, Culture and Sport.

A.3 SUCCESSFUL SUPPLIER RESPONSIBILITIES

The successful supplier will be responsible for the following:

- Following the Ministry of Parks, Culture and Sport's *Policy for Contractors Working in Parks* (Appendix G)
- Working with NMS, obtain any contractor forms or work permits required by the Ministry of Parks, Culture and Sport.
- Ensuring that installations will meet conditions specified in the Ministry of Parks, Culture and Sport Work Authorization permit.
- Locating all existing underground services. Underground services are to be adequately protected by the successful supplier and/or exposed to prevent damage during construction.
- The preparation of areas including excavations and surfacing prior to installation of the playground structure.
- Supplying their own power.
- Transporting all required equipment, machinery and tools to site.
- Delivering, unloading and loading of playground structure components.
- All work is to be completed under completely dry or frozen ground conditions. If surface moisture is such that roads will be damaged or rutting will occur, work must be halted until conditions improve.
- Any trees that must be removed and are suitable for use as firewood by the park are to be salvaged.
- Any fill material that is sourced from outside the recreation site must be free of weeds and debris.
- All debris generated as a result of this work must be disposed of at an approved facility.
- Replacing any items damaged through delivery to the site or through installation, to the satisfaction of NMS at no additional cost.

- Keeping the premises clean of debris as a result of the assembly and installation during assembly and installation.
- Removing of all excess building materials, tools, equipment and debris after installation, ensuring the playground and parking area are ready for use.
- Ensuring delivery and installation of all project requirements in Section A.1 takes place on or before October 31, 2024.

A.4 STANDARDS COMPLIANCE

The successful supplier will be responsible for compliance with the following:

- Design, assembly and installation of all components of the playground structure must meet the Canadian Standards Association's Standard for Children's Playspaces and Equipment (CAN/CSA-Z614-14), using equipment and materials certified by the International Play Equipment Manufacturers Association (IPEMA).

B. MATERIAL DISCLOSURES

- (a) Ramsey Bay is located approximately 160km north of Prince Albert, 14km off the paved Highway 2 down a maintained gravel road.
- (b) Ground is currently a mix of brush and stumps with uneven terrain.
- (c) There is no power available on site.
- (d) Trucks can deliver directly to the playground parking area.
- (e) The playground parking area must be used as the staging area for construction.

C. MANDATORY REQUIREMENTS

The mandatory requirements are listed in Appendix C -Mandatory Requirements and Submission Form.

D. RATED CRITERIA

The following is an overview of the categories and weighting for the rated criteria of the RFP.

Rated Criteria Category	Weighting (Points)
D.1 Proponent Profile, Experience and Qualifications	25
D.2 Proposed Approach and Project Plan	60
D.3 Design Specifications	60
D.4 Product Warranty	20
D.5 Value Add-Ons	10
D.6 Safety Plan	20
D.7 Pricing	5
Total Points	200

Generally, submissions that receive less than 70% of the points may be rejected after the evaluation of the written submission. The evaluation team will determine how many submissions, if any, will be short-listed.

Any submission ranked at the lower-end of the scale in any of the criteria may be rejected.

D.1 Proponent Profile, Experience and Qualifications

- D.1.1** Provide a brief introduction and overview of your company and its partnerships, particularly as they are related to this RFP, including your capability and qualifications to provide the deliverables. Provide an indication of the location of your head office and any sub-offices.
- D.1.2** Details of any and all subcontracting or partnership arrangements proposed by the proponent specifically relating to the provision of Services as described herein. Outline the nature of the proposed involvement and the nature of the relationship.
- D.1.3** Provide an overview of two (2) successful projects of similar size and scope that describe:
- The project, including company name, contact information, and pictures of the project.
 - The roles and responsibilities your company, and any partner organizations, had in the project.

D.2 Proposed Approach

- D.2.1** Describe how your proposed approach will meet the deliverables specified in Section A: Deliverables. In your submission, include:
- The estimated start and end dates, including any phased construction and milestones.
 - The method of project monitoring that will be provided to NMS.
 - The expectations and support required from NMS as you collaborate on this project.
 - Any other benefits NMS may realize from implementation of your proposed approach.
- D.2.2** Describe how your proposed approach will address each of the material disclosures specified in Section B: Material Disclosures.

D.3 Design Specifications

D.3.1 Playground: Provide detail on how your best creative design solution fits within the following criteria. Please include renderings demonstrating your best creative design that includes the following:

- **Configuration/space/functionality:**
 - Maximize the utilization of space for functionality.
 - A mix of swinging, rocking, spinning and/or sliding components, which may include:
 - Five swings with chains (e.g. one toddler bucket seat, one disc swing and three belt swings).
 - One slide for ages 2-5 ages and one slide for ages 5 and older. No metal slides.
 - Toddler spring rider.
 - Backhoe-type of play equipment (“dig rigs”).
 - Climbing apparatus/monkey bars.
 - Bucket spinner.
 - Zipline-type apparatus.
- **Aesthetic that incorporates natural elements and/or park themes and fits the environment:**
 - The design should incorporate natural elements (imagery, shapes, or objects) and/or park themes such as:
 - Wildlife and/or insect
 - Leaves and/or trees
 - Rocks and/or stones
 - Cabin and/or camping
 - Colour schematic should include earthy colours (greens, browns, and tans).
 - Provide details on ranges of colour options for the playground structure.
 - The design should not incorporate urban elements and/or city themes.

D.3.2 Renderings: Please include renderings of the proposed playground and parking area design. This may include *brief* product literature for the quoted products; including, but not limited to, photographs, product material detail and dimensions.

D.4 Product Warranty

D.4.1 State applicable warranty coverage, including workmanship and all moving and non-moving parts/materials for the playground structure.

D.4.2 Provide an indication of the typical turnaround time in calendar days for you to complete warranty service for emergent and non-emergent warranty service and include the location of authorized warranty/service provider including contact name, telephone number and email address.

D.5 Value Add-ons

Each proponent should provide the following in its submission:

D.5.1 Provide details about any creative alternatives, opportunities, additional benefits or innovations that may be beneficial to the project.

D.6 Safety Plan

Each proponent should provide proof of COR or SECOR certification or equivalent, as per section 13.3 of the Ministry of Parks, Culture and Sport's *Policy for Contractors Working in Parks* (Appendix G).

D.7 Pricing

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form (Appendix B). Each proponent will receive a percentage of the total possible points, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

E. OTHER RATED CRITERIA

Following Stage 3 - Ranking and Negotiations (sections 2.3.5 and 2.3.6), NMS may also apply the following criteria to top ranked proponents.

Optional Rated Criteria Category (See PART 2)	Weighting (Points)
E.1 Interviews/Presentations/Demonstrations	10
E.2 Reference Checks	30
Total Points	40
E.3 BAFO	To Be Determined

F. SUBMISSION GUIDELINES

Submissions should include all the information requested and be presented in the order described below:

F.1 Table of Contents

A listing of the submission contents with reference to the appropriate page number.

F.2 Letter of Introduction

One page of introduction which should be dated and signed by an official authorized to negotiate, make commitments and provide clarifications with respect to the submission on behalf of the proponent.

F.3 Executive Summary

Provide a summary of the key features of your submission.

F.4 Pricing Form

Each submission should include a Pricing Form (Appendix B), or a document containing the information requested by the pricing form, completed in accordance with the instructions contained in the form.

F.5 Mandatory Requirements

Each submission should include the Mandatory Requirements (Appendix C), or a document containing the information requested in the table.

F.6 Submission Form

Each submission should include a Submission Form (Appendix C), or a document containing the information requested by the submission form, completed and signed by an authorized representative of the proponent.

F.7 Rated Criteria

Each submission should include a response to each of the rated criteria (Section D of this Appendix) completed according to the instructions contained in the form.

APPENDIX B - PRICING FORM

1. Instructions on How to Complete Pricing Form

- (a) Rates must be provided in Canadian funds and should be inclusive of all applicable duties and taxes except for applicable sales taxes, which should be itemized separately.
- (b) NMS is not a GST exempt entity. Therefore, it is the supplier's responsibility to ensure GST is charged.
- (c) Rates quoted by the proponent should be all-inclusive and should include all labour, design, material construction, and site preparation costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Pricing Form

Description	Quantity	Unit of Measure	Unit Price (\$)
Design, supply, delivery, assembly, and installation of a playground structure, as described in Appendix A, Section A – The Deliverables.	1	Lot	
Design and construction of the playground parking area, including access to Beaver Crescent.	1	Lot	
Subtotal (without taxes)			
PST			
GST			
Total			

APPENDIX C - MANDATORY REQUIREMENTS AND SUBMISSION FORM

1. Mandatory Requirements

Proponents should complete the following table:

The proponent agrees to the following:	Yes	No	Page # in Submission
MANDATORY REQUIREMENTS			
<p>M1. Provide brief overview of company particularly as it relates to this RFP:</p> <ul style="list-style-type: none"> • Capacities and qualifications. • Subcontracting or other arrangements relating to project. • Skills and capacities to complete the project. • Approach to meet the requirements. 			
<p>M2. Provide evidence of professional and general liability, and insurance related to Saskatchewan Workers Compensation upon contract award that is to be maintained for the life of the agreement. Including the following:</p> <ul style="list-style-type: none"> • Comprehensive general liability insurance covering bodily injury, including death, and property damage in an amount of not less than \$2,000,000 per occurrence. • A minimum of \$ 1,000,000.00 professional liabilities (errors and omissions) insurance, and appropriate insurance required by Saskatchewan Workers Compensation. All such policies shall be with insurers licensed to do business in Saskatchewan. If and whenever requested by NMS, the Proponent shall provide to NMS proof of such insurance. • Provide proof of registration and in good standing with the Saskatchewan Workers Compensation Board. 			
<p>M3. The playground structure must be Canadian Standards Association (CSA) approved.</p>			
<p>M4. The new playground structure must fit within the area provided as defined in Appendix E – Playground and Parking Area Map. The design of the playground area is not to exceed 80 x 80 feet / 6400 ft².</p>			
<p>M5. The successful supplier and its subcontractor(s) must follow the Ministry of Parks, Culture and Sport's <i>Policy for Contractors Working in Parks</i> (Appendix G)</p>			
<p>M6. The proponent should fully disclose any actual, potential or perceived conflict of interest (section 3.4.1).</p>			

2. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

The proponent acknowledges the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between NMS and the proponent unless and until NMS and the proponent execute a written Agreement for the Deliverables.

 Signature of Proponent Representative

 Title of Proponent Representative

 Name of Proponent Representative

 Date

APPENDIX D - DEFINITIONS

Throughout this RFP, the following definitions apply:

“Agreement” means the written contract between the top-ranked proponent and NMS, as representing the District, an incorporated municipality, to provide the services contemplated by this RFP.

“Deliverables” means the functions, duties, tasks and responsibilities to be provided by the proponent as described in this RFP.

“Evaluation Team” means the individuals who will evaluate the submissions on behalf of NMS.

“GST” means Goods and Services Tax (currently at 5%).

“Mandatory” means requirements that are imperative and must be met in order for the proposal to receive consideration.

“RFP” means Request for Proposal.

“PST” means Saskatchewan Provincial Sales Tax (currently 6%).

“Proponent” means an individual or a company that provides, or intends to provide, a submission in response to this RFP.

“Rated” means requirements that may have a degree of importance to be objectives of this RFP and may be rated.

“Submission” means the bid, proposal, or document provided by a proponent in response to the RFP.

“Successful Supplier” means the organization responding to this RFP who is determined to be successful in this competition and has signed an agreement.

APPENDIX E - PLAYGROUND AND PARKING AREA MAP

The map is posted separately on SaskTenders.

APPENDIX F - SITE PICTURES

The pictures are posted separately on SaskTenders.

APPENDIX G - POLICY FOR CONTRACTORS WORKING IN PARKS

The Policy for Contractors Working in Parks is posted separately on SaskTenders.