



SHARED PURCHASING SERVICE CONSORTIUM OF GREY-BRUCE

Bluewater District School Board
Bruce-Grey Catholic District School Board

799 - 16th Avenue, Hanover, Ontario N4N 3A1 Telephone (519) 364-0614 Fax (519) 364-5828



RFQ 24-00028

Request for Quotation

Playground Equipment for Mildmay-Carrick Public School

Issue Date: Thursday January 31, 2024

Question Deadline: Wednesday February 7, 2024 @ 1:00:59 PM local time

Closing Date: Wednesday February 21 @ 3:00:59 PM local time

Closing via Email:

Shared Purchasing Services Consortium of Grey Bruce

c/o

rfoxsubmissions@bwdsb.on.ca



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INTENT TO BID FORM

NOTE The Intent to Bid Form for this RFQ should be submitted immediately in order for the Proponent to receive notification of any changes, alterations or Addenda to this RFQ.

Please fill out all fields and return this form via e-mail to rfxsubmissions@bwdsb.on.ca and carbon copy (CC) alison_macmillan@bwdsb.on.ca .

Attn: Alison MacMillan

Table with 2 columns: Field Name, Value. Fields include RFQ/P/T # (24-00028), RFQ/P/T Name (Playground Equipment for Mildmay-Carrick Public School), and Closing Date (February 21, 2024).

Table with 2 columns: Field Name, Value. Fields include Company Name, Contact, Address, City, Province, Postal Code, Telephone, Fax, E-mail Address, and Date.

- Yes, I would like to submit a response to this request
No, I do not wish to bid on this RFQ. Reason

Please indicate how you would like to obtain the full documents below.

- Documents are available to download in PDF format directly from the board website at Tender Documents - Bluewater District School Board (bwdsb.on.ca)
Please e-mail to the address specified above.

RFQ Addendums, changes, and any other related information released after the original Request posting date will be sent ONLY to Proponents who have submitted this form to the Document Coordinator. If you do not submit this completed Intent to Respond Form it is your responsibility to check the posting site for Addendums, changes or additional information.



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REQUEST FOR QUOTATION RFQ 24-00028

Playground Equipment for Mildmay-Carrick Public School

REQUEST NO.: 24-00028

RE: Playground Equipment for Mildmay-Carrick Public School

POSTING DATE: January 31, 2024

This Request for Quotation is an invitation to prospective Bidders to submit Quotations to provide solutions for the supply, delivery, and installation of a new playground at Mildmay-Carrick Public School located at 1023 ON-9, Mildmay ON.

Quotations will be received no later than Wednesday February 21, 2024 @ 3:00 p.m. (EST), after which time Quotations will be unopened and returned.

Please return Quotation via email to: rfxsubmissions@bwdsb.on.ca
Attention: Alison MacMillan, RFQ Coordinator
Carbon Copy (CC) sent to: alison_macmillan@bwdsb.on.ca

Note: Subject line should be marked "**RFQ 24-00022 Playground Equipment for Mildmay-Carrick Public School**" Do not return Quotation to area schools.

A Bidder may also send a separate email requesting confirmation from the Board that a bid has been received.

PLEASE NOTE: As a part of our Quotation process, information is being collected and used in accordance with the Municipal Freedom of Information and Protection of Privacy Act and the Boards' Guidelines and Procedures Manual. The Board(s) may find it necessary to release information from this document that has been supplied in confidence. Please refer to Part 1 "Standardized Terms & Conditions".



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Part 1 - Introduction

1.1 Invitation to Bid

This Request for Quotation is an invitation to prospective Bidders to submit Quotations to provide solutions for the supply, delivery, and installation of new playground equipment at Mildmay-Carrick Public School.

1.2 Background

Together both Bluewater District and Bruce-Grey Catholic District School Boards serve a total of fifty-one (51) elementary schools, eleven (11) secondary schools, three (3) administration sites and one (1) warehouse. The Boards support an area of 8,673 square kilometers in size and are defined by the borders of Bruce and Grey Counties.

Together both Boards serve an area of 8,673 square kilometers in size and are defined by the borders of Bruce and Grey Counties

1.3 Shared Purchasing Service Consortium of Grey-Bruce

The "Shared Purchasing Service Consortium of Grey-Bruce" provides the purchasing of goods and Services for the Bluewater District School Board and the Bruce-Grey Catholic District School Board. We are committed to procuring with public funds the best value consistent with quality, performance, and delivery, through innovative and cooperative buying.

SPSCGB is seeking to satisfy the following objectives in issuing the RFQ

- Achieve the best solution for the needs of the Board
- Obtain quality Services at best overall value

1.4 Standard Terms and Conditions

The SPSCGB Standard Terms and Conditions are applicable to this request.

A copy is attached for your reference and may also be downloaded from the board website at:

https://www.bwdsb.on.ca/UserFiles/Servers/Server_8166100/File/Departments/Purchasing/RFP%2021-00115%20Standardized%20Terms%20and%20Conditions.pdf

1.5 RFQ Coordinator Contact Information

All questions regarding this Request for Quotation shall be directed in writing via e-mail, to

Name: Alison MacMillan

Title: Buyer

Email: rfxsubmissions@bwdsb.on.ca

Carbon Copy (CC): alison_macmillan@bwdsb.on.ca



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All questions regarding this Request for Quotation must be received no later than 1:00:59 pm local time on February 7, 2024.

Bidders shall not communicate with or attempt to communicate with any employee or agent of the Board other than the RFQ coordinator.

To maintain an open and transparent process, any questions received from Bidders may be shared with all Bidders who have expressed an interest in this Request for Quotation. Any information being shared with all Bidders will not include the source of the inquiry, only the question and answer.

1.6 Submission of Bid

- a) Submissions will be received via EMAIL ONLY until February 21, 2024 @ 3:00:59 PM local time, after which time Quotations will not be considered and will be returned unopened and unread. Late bids are not permitted. Hard copy Quotations are not permitted.
- b) "RFQ # 24-00028 Playground Equipment for Mildmay-Carrick Public School" must be noted in the subject line of the email.
- c) All submissions must in the form requested (PDF or Excel format) and emailed only to the RFQ Document Coordinator: Attention: Alison MacMillan.
Submission email address: rfxsubmissions@bwdsb.on.ca
Carbon Copy (CC): alison_macmillan@bwdsb.on.ca
- d) You must not include via CC or BCC any other Board staff or other individuals in the email submission. Failure to comply with this may result in the disqualification of your bid.
- e) Bidders are cautioned that the time stamp on their Quotation submission is based on when the email is RECEIVED by the Board's server, not when the Bidder sends the email. An email transmission can be delayed due to file transfer size, transmission speed, etc. Please allow sufficient time before the closing date and time for the Board server to receive the submission.
- f) If the RFQ response results in a large electronic file to submit, responsibility is with the Bidder to send the bid in multiple emails to ensure receipt by the Board, advising the Board as to the number of emails being submitted in the subject line.
- g) A Bidder may also send a separate email requesting confirmation from the Board that a bid has been received.
- h) Where indicated, the Quotation must be signed by an authorized representative of the Proponent. An electronic signature is acceptable.
- i) It is the sole responsibility of the Proponent to ensure their entire Quotation with emailed attachments (where applicable) is sent to the correct submission email address and received by the SPSCGB no later than the closing date and time.
- j) The SPSCGB will not be responsible for Quotation documents and/or emailed attachments delayed, lost, or misdirected due to unforeseen internet or email delivery issues or human error.



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- k) A Quotation may be withdrawn at any time prior to the closing date and time of this RFQ with proper written authorization from the Bidder. Withdrawals by email will be accepted with the receiving time at the SPSCGB being the official time of receipt.
- l) A Bidder may also submit a further Quotation to supersede any Quotation previously submitted by that Bidder. Each Quotation must be complete in itself and not rely on or refer to a previously submitted Quotation for any required documentation.

1.6 Submission Content

The Bidder shall submit the following documentation as part of this Quotation:

- a) A full detailed description of the proposed playground equipment, inclusive of
 - i. A list of all play structure components to be included
 - ii. Identified age rating for each component of the play structure
 - iii. The dimensions/measurements of each component to be included
 - iv. The material and composition details for each component
 - v. Pictures of each play structure component to be included
 - vi. If possible, a picture of the proposed play structure as a complete unit
- b) A detailed description of the site work required, inclusive of the dimensions of the space required for the proposed play structure.
- c) A final all-inclusive cost for the design, supply, delivery, and complete installation of the proposed playground equipment valid for a minimum of sixty (60) days.
- d) A detailed cost breakdown of each aspect of the project and each component of the proposed play structure.
- e) Confirmation that the Board's General Specifications (Section 2.3) and Play Structure Requirements (Section 2.4) will be met and/or exceeded.
- f) A current Certificate of General Commercial Liability Insurance with a limit of not less than two million dollars (\$2,000,000) per occurrence, Automobile Liability Insurance for owned, hired, and non-owned vehicles with an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence and products and completed operations insurance. The Bluewater District School Board must be named as an Additional Insured.
- g) A current WSIB Clearance Certificate to confirm Workplace Safety and Insurance Board (WSIB) coverage for their employees as required by Workplace Safety and Insurance Act ("WSIA").
- h) A list of any proposed sub-contractor(s) that may be used for any portion of this project. The Board reserves the right to reject any proposed sub-contractor if it is deemed to be in the best interest of the Board to do so. All Sub-contractors, as approved by the Board, must meet and/or exceed all insurance and WSIB requirements as outlined in this document.



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- i) For any proposed sub-contractors, a current Certificate of General Commercial Liability Insurance with a limit of not less than two million dollars (\$2,000,000) per occurrence, Automobile Liability Insurance for owned, hired, and non-owned vehicles with an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence and products and completed operations insurance. The Bluewater District School Board must be named as an Additional Insured.
- j) For any proposed sub-contractors, a current WSIB Clearance Certificate to confirm Workplace Safety and Insurance Board (WSIB) coverage for their employees as required by Workplace Safety and Insurance Act ("WSIA").
- k) A detailed description of the warranty provided. All warranties should include, at minimum, coverage for all manufacturer defects, any loose or defective fastening hardware (bolts, clamps, etc.) as well as any excessive settling of the installed equipment for a period of twelve (12) months.
- l) Confirmation that the final completion date of August 31, 2024 can be achieved.
- m) Signed and Completed Declaration/Certificate of Bidder (Appendix A)
- n) Signed Conflict of Interest Declaration – Form AF4144 (Appendix B)
- o) Duly Signed addenda (if issued)

1.7 Completeness of Quotation

By submitting a Quotation, the Bidder confirms that all of the components required to use and/or manage the Services have been identified in its Quotation or will be provided to the Board at no additional charge. Any requirement that may be identified by the Bidder after the Quotation submission deadline or subsequent to signing the Contract shall be provided at the Bidder's expense.

1.8 Quotation Opening

Bidders are advised that there will not be a public opening of this RFQ. The Board will open Quotations at a time subsequent to the Quotation Submission Deadline.

1.9 Clarification

It is the responsibility of the Bidder to seek clarification on any matter that they consider unclear before submitting a bid. The Board is not responsible for any misunderstanding of the RFQ on the part of the Bidder.

Under no circumstances shall the Bidder rely upon any information or instructions from the Board or its employees unless the information or instructions are provided in writing and issued by the Shared Purchasing Service Consortium of Grey Bruce.



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1.10 Acceptance of RFQ

By submitting a Quotation, a Bidder agrees to accept and to be bound by all of the terms and conditions contained in this RFQ, and by all of the representations, terms, and conditions contained in its Quotation.

1.11 No Guarantee of Volume of Work or Exclusivity of Agreement

The information contained in the RFQ constitutes an estimate and is supplied solely as a guideline to the Proponent. Such information is not guaranteed, represented, or warranted to be accurate, nor is it necessarily comprehensive or exhaustive.

Nothing in this RFQ is intended to relieve the Proponent from forming its own opinions and conclusions with respect to the matters addressed in this RFQ.

The Agreement executed with the Supplier will not be an exclusive Agreement for the provision of the Deliverables. The Board may contract with other vendors for the same or similar Deliverables to those described in this RFQ.

1.12 Definitions

In this document, the following terms are defined as:

“Applicable Law”	means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals and other legal requirements of any government and/or regulatory authority in effect from time to time.
“BGCDSB”	means Bruce Grey Catholic District School Board.
“Bidder”	means company and authorized company representative who submit a Quotation in accordance with the terms and conditions set forth in this document.
“BWDSB”	means Bluewater District School Board.
“Board”	means, collectively or individually, the Bluewater District School Board, the Bruce Grey Catholic District School Board, and /or the Shared Purchasing Services Consortium of Grey Bruce.
“Contract”	means the entire Contract between the parties and shall include the terms and conditions of this Request for Quotation, including any applicable addenda, the scope of work, a signed award notification letter and duly authorized purchase order issued by SPSCGB.
“Contractor”	means the successful Bidder to this Request for Quotation who enters into a Contract with the Board.



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“Eligible Quotation”	means a quotation that meets or exceeds a prescribed requirement, allowing it to proceed to the next phase.
“Must”	means mandatory. Bidders failing to comply with a “must” requirement may be deemed non-compliant.
“Non-Compliant”	means the submission does not meet the mandatory requirement and may be eliminated from further evaluation and/or consideration.
“Preferred Bidder”	means the Bidder(s) that the SPSCGB has identified as the highest-ranked Bidder(s) in accordance with the evaluation process
“Proponent”	means company and authorized company representative who submit a Quotation in accordance with the terms and conditions set forth in this document.
“RFQ”	means this Request for Quotation issued by the SPSCGB and all addenda thereto.
“Services”	means the services intended to be procured pursuant to this RFQ.
“Shall”	means mandatory. Bidders failing to comply with a “shall” requirement may be deemed non-compliant.
“Should”	means recommended/suggested/preferred but not mandatory.
“SPSCGB”	means the Shared Purchasing Service Consortium of Grey Bruce, representing both the Bluewater District School Board and the Bruce Grey Catholic District School Board.
“Sub-Contractor”	means any person or organization hired by the Contractor(s) to perform a portion of the duties outlined in their Quotation submission.
“WSIB Certificate of Clearance”	means a clearance number issued free of charge by the WSIB. It declares that a business, Contractor or Sub-Contractor is registered with the WSIB and has an account in good standing.



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Part 2 - Scope of Work

2.1 Scope

The construction of this project should begin on or about August 1, 2024 and must be completed no later than August 31, 2024. Upon the start of construction, a continuous work schedule should be maintained until completion.

The contractor will be required to install a temporary fence around the construction site for the duration of the construction. The contractor will be responsible for removal of the fence enclosure upon the structure passing final inspection by the Board's third-party contracted inspection vendor.

Equipment shall not be moved at any time when students are in the yard (i.e. during recess, extra-curricular activities, etc.).

At no time will the Board or the SPSCGB be responsible for any equipment or project material left on site.

2.2 Budget

The cost of supply, delivery and installation should not exceed a pre-tax value of \$100,000 (one-hundred thousand dollars). Contingencies should be included in the \$100,000 (one-hundred thousand dollar) value. Submitted proposals should not include HST.

Bids that exceed this value may be disqualified.

Prices must include delivery, Delivery Duty Paid (Incoterms 2020). Awards will not be made to any bids quoting freight extra.

The proposed work shall include the supply, delivery, complete installation, and certification of the playground equipment as detailed in Section 2.3 and Section 2.4 of this Information Package.

The contractor will be responsible for removal of any excess soil generated from the installation of the play structure.

The final play area shall be determined by the size requirements of the proposed playground design but should not exceed an area of 15 meters x 25 meters in size.

2.3 General Specifications

Play equipment manufacturing, installation, and playground surfacing must comply with the Canadian Standards Association Guidelines CAN/CSA Z614:20, AODA, and Design of Public Spaces Regulations, and any further updates that may be pertinent.

2.4 Play Structure Requirements

- a) The play structure should provide fulfilling play experiences for children ranging in age from two (2) years old to twelve (12) years old.

- b) The play structure must be of Universal Design and provide opportunity for play for children regardless of their physical or cognitive abilities.
- c) The primary play structure should include the following features or features similar to those described below:
- Various forms of sensory play such as noise making, hang-on components, or spinning components
 - AODA compliant ground level activity station such as market window, steering wheel, or basic drum
 - One (1) inclusive overhead climber such as bars or horizontal ladder
 - One (1) vertical climber such as rock wall, ladder wall, bubble panel or bedrock climber
 - One (1) creative space or interactive game
 - One (1) tunnel or similar crawling space
 - One (1) slide mounted at 6 feet in height
 - One (1) double-slide mounted at 4 feet in height
 - Two (2) platform decks connected by walkways and steps/ramps
 - Separate standalone swing set inclusive of three (3) bays with two (2) swings in each bay. Swing sets should be Arch-style
 - Separate standalone multi-user saucer-style swing
- d) The primary play structure WILL NOT include:
- Enclosed spinning items
 - Shade covers
 - Climbing web
 - Ropes
 - Smooth balance features
 - Balance beams
- e) Platform decks and stair components are to be Plastisol, or PVC heavy coated metal, or equivalent, perforated to allow water and debris to fall through.
- f) Molded polyethylene components are to be ultraviolet light stabilized with the colour pigment molded directly into the component.
- g) All fasteners are to be tamper resistant stainless steel or protected steel that has received rust inhibiting zinc coating and be of non-entanglement design.
- h) This project does not include a pathway to the structure.

2.5 Installation

Installation of the outdoor play structure will be to the southwest of the current structure. The current structure will be removed prior to the start of the new structure being installed. The following conditions shall be met:



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- a) All posts are to be set into deep concrete footings formed by sono tubes, the structural integrity of the posts, regardless of size, will be evaluated and considered. The tops of the concrete footings are to be set at the bottom of required safety base level for free standing items such as climbers, items attached to decks with a single pole (e.g., vertical climbers, fire poles), motion items (e.g., spring toys and spinners)
- b) The types of equipment suitable for stringer installation shall be determined at the BWDSB Representative's sole discretion and shall NOT include free standing items such as climbers, items attached to decks with a single pole (e.g. vertical climbers, fire poles), motion items (e.g. spring toys and spinners) or any other items that if installed on a stringer would be subject to more motion than a footing installation and/or could work loose over the intended equipment lifespan. A drawing indicating the proposed installation methods (i.e. stringers, footings) of all play equipment components must be submitted as part of the proposed playground solutions and quotes.
- c) Stringer systems may be considered a suitable alternative only if footings are a suitable foundation based on site condition. The Proponent must furnish all appropriate details and structural guarantees to certify the long-term stability of the play equipment or structure within the play area for all stringer systems used.
- d) Excavation of area will be required. Proper drainage solution is required (French drain/weeper system), other site work will include three (3) inches of $\frac{3}{4}$ clear crushed drainage stone, two (2) layers of filter cloth (top and bottom), twelve (12) inch depth of Fibertop engineered impact wood carpet surfacing and installation of surfacing, site repair as needed, wood carpet to level with top of perimeter curb.
- e) Playground surfacing shall be Engineered Wood Fiber, installed to the required equipment installation and Canadian Standards Association Guidelines CAN/CSA Z614:20.
- f) The Proponent shall be responsible for ensuring a compliant transition between the existing sod and the playground surface.
- g) Unless required under current legislation or determined to be recommended as 'best practice' the Bluewater District School Board does not intend for a raised site barrier to be included in this project.
- h) Any damages to the installation site that result from the installation of play equipment (i.e., damage to play area edging, drainage pipe, grass, pathways, trees, etc.) shall be repaired by the successful Proponent to the satisfaction of the Board at no extra cost to the Board.
- i) It is the responsibility of the successful Proponent to ensure that the position of the equipment layout in each play area is set in accordance with the standards of CAN/C.S.A. Z614:20 and approved by the Board's Health & Safety Department and Facilities Services Department prior to equipment installation.



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- j) It is the responsibility of the successful Proponent to ensure that all components are completely installed, inspected, and tested to meet the standards of CAN/C.S.A. Z614:20 prior to leaving the site.
- k) The Board's approved Playground Inspection Contractor will be responsible for completing the required inspection. The new playground structure(s) must pass the inspection before the equipment can be considered safe for use by students. The cost of one inspection will be the responsibility of the Board.
- l) Should the playground structure fail the initial inspection, the successful Proponent will be responsible for correcting all identified issues/hazards in a timely manner. The Board will schedule a follow-up inspection of the equipment once the hazards have been corrected. The successful Proponent will be responsible for the cost of all subsequent inspections required.
- m) It is the responsibility of the successful Proponent to erect a temporary fence and appropriate signage during the installation phase of this project to warn Staff, Students, and the General Public that the play area is under construction and that play equipment is not safe to play on or around until the safety surfacing material is in place.
- n) Prior to the assumption of the playground equipment by the Bluewater District School Board, the successful Proponent shall provide the Board with a written certificate that guarantees that all play equipment was manufactured and installed in accordance with CAN/C.S.A. Z614:20. A site-specific certificate of guarantee is to be included upon final inspection by the Board's Representative.
- o) The Contractor shall be responsible for protection and security of any materials and/or equipment stored on site.
- p) The Contractor shall be responsible for the removal of any surplus materials and shall leave the site in presentable condition upon completion of the work.

2.6 Timeline

- The Board would like to have this project fully completed no later than August 31, 2024.
- Proponents are asked to provide a project timeline for completion within the proposed timeline.

2.7 Vendor Responsibilities

- a) The Contractor will provide all labour, materials and equipment to provide a playground structure for Mildmay-Carrick Public School. All materials and equipment shall be in compliance with all policies, laws and regulations in the industry and confirm to the latest minimum current standards.
- b) It will be mandatory for all visitors to the school/property to sign-in/out at the Reception Desk of each location and to follow any posted COVID 19 protocols for visitors that may be in effect at that time **as per the Grey-Bruce Public Health Guidelines and all Board Policies.**



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- c) It is expected that the Contractor upon commencing the project will work promptly and efficiently to complete all the stipulated components included in the Scope of Work and within the timeframe as defined in section 2.6 Timeline.
- d) Throughout the duration of the contract, the Contractor shall have due regard to emergency access, traffic safety (both vehicular and pedestrian) and flow on all roadways and place appropriate signage and have sufficient flag persons available during excavation, installation, mobilization and demobilization of equipment where necessary. If necessary, the vendor's traffic control plan must correspond to Ontario Traffic Manual Book 7 safety measures.
- e) Working hours must conform to all applicable Municipal By-laws. On-site working hours at each board location to be approved prior to commencement of work by the board representative. On-site work must not interfere with staff/student entry or exit to the location or use of school grounds.
- f) The Contractor will keep all adjacent grounds, roadways and walkways free of debris, mud and dust at all times and by methods acceptable to the Owner and the Project Representative. This cost is included in the overall Contract Price and is not considered an extra.
- g) The Contractor shall give all notices and obtain all the licenses and permits required to perform the work. The Contractor shall comply with all the federal, provincial and municipal laws, including those dealing with employer-employee relations such as, but not limited to, the Employment Standards Act, the Unemployment Insurance Act, The Human Rights Codes, 1981, and any laws relating to health and occupational safety. The bidder will upon request of the Board(s), provide in writing confirmation of compliance to above legislation and any applicable Ministry policies and procedures.
- h) The Contractor shall obtain all permits, licenses, and approvals required in connection with the supply of the Services. The costs of obtaining such permits, licenses, and approvals shall be the responsibility of, and shall be paid for by, the Contractor.
- i) Where a Contractor is required by Applicable Laws to hold or obtain any such permit, license, or approval to carry on an activity contemplated in its Proposal or in the Contract, neither acceptance of the Proposal nor execution of the Contract by the Board(s) shall be considered an approval by the Board(s) for the Bidder to carry on such activity without the requisite permit, license, or approval.
- j) The Board is a drug, tobacco and alcohol-free workplace. This includes all facilities, properties and any vehicle on Board property. All on-site workers shall follow all Board policies and safety regulations.

2.8 Invoice Procedures

The Contractor will invoice once at the end of the construction. The invoice detail must include the full value of the complete Play Structure installed.



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The Purchase Order number issued to the Contractor by the Board must be referenced on any invoices submitted for payment. Invoices must be sent to:

Bluewater Education Centre at
P.O. Box 190 351 1st Ave N.
Chesley, ON N0G 1L0
Attention: Accounts Payable
or emailed to accountspayable@bwdsb.on.ca .

2.9 Permits, Licenses, and Approvals

- a) Bidders shall obtain all permits, licenses, and approvals required in connection with the supply of the Services and all work shall be completed by appropriately certified staff. The costs of obtaining such permits, licenses, and approvals shall be the responsibility of, and shall be paid for by, the Bidder.
- b) Where a Bidder is required by Applicable Laws to hold or obtain any such permit, license, or approval to carry on an activity contemplated in its quotation or in the Contract, neither acceptance of the quotation nor execution of the Contract by the SPSCGB shall be considered an approval by the SPSCGB for the Bidder to carry on such activity without the requisite permit, license, or approval.

2.10 Sub-Contracts

- a) The Supplier shall not, at any time, sublet any of the duties of the Contract without the prior written permission and approval of the Board.
- a) No permitted assignment or Sub-Contract shall relieve the bidder from its obligations arising from the RFQ or impose any liability upon the Board to any assignee or Sub-Contractor. The bidder shall at all times be held fully responsible for the acts and omissions of the assignee's or Sub-Contractor's directors, officers, employees, independent successful Contractors, Sub-Contractor, shareholders, members, partners and volunteers.
- b) The Board shall not permit the bidder to Sub-Contract to any entity or individual whose current or past corporate or other interests may, in the Board's opinion, give rise to a conflict of interest in connection with the project to be undertaken or the services to be provided pursuant to this RFQ. This includes, but is not limited, to, any entity or individual involved in the preparation of the bidder's submission.
- c) Further, in addition to or in lieu of any other remedies that the Board has in law or in equity, the Board shall have the right to terminate the Contract in the event that the Board, in its sole discretion, determines that the selected bidder has contravened the prohibition set forth in the preceding paragraph.
- d) The Contractor must indicate if they have any exclusive agreements with any of their suppliers.



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- e) The Contractor shall be responsible for ensuring full compliance to all Health and Safety Regulations, Laws, Notices, and Permits by its suppliers and Sub-Contractors.

2.11 Reserved Rights and Governing Law of the Board

In addition to any other express rights or any other rights, which may be, implied in the circumstances, the Board reserves the right to:

- a) Make public the names of any or all Proponents
- b) Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information into the Proponent's original submission, at the Board's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its submission or to change or enhance the Proponent's submission in any material manner.
- c) Waive formalities and accept submissions that substantially comply with the requirements of this RFQ, in the Board's sole discretion.
- d) Check references other than those provided by Proponents.
- e) Disqualify any Proponent whose quotation contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to co-operate with the Board impedes the evaluation process, or whose submission is determined to be non-compliant with the requirements of this RFQ.
- f) Disqualify a submission where the Proponent has or the principals of a Proponent have previously breached a Contract with the Board, or has otherwise failed to perform such Contract to the reasonable satisfaction of the Board, the Proponent has been charged or convicted of an offence in respect of a Contract with the Board, or the Proponent reveals a Conflict of Interest or unfair advantage in its Proposal or a Conflict of Interest or evidence of any unfair advantage is brought to the attention of the Board.
- g) Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFQ, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the quotation.
- h) Make changes, including substantial changes, to this RFQ provided that those changes are issued by way of addenda in the manner set out in this RFQ.
- i) Accept or reject a quotation if only one (1) quotation is submitted.



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- j) Reject a Sub-Contractor proposed by a Proponent.
- k) Select any Proponent other than the Proponent whose quotation reflects the lowest cost to the Board.
- l) Cancel this RFQ process at any stage and issue a new RFQ for the same or similar requirements, including where:
 - The SPSCGB determines it would be in the best interest of the Board not to award a Contract.
 - The quotation prices exceed the bid prices received by the SPSCGB for services acquired of a similar nature and previously done work.
 - The quotation prices exceed the costs the Board would incur by doing the work, or most of the work, with its own resources.
 - The Proposal prices exceed the funds available for the services, or where the SPSCGB cancels this RFQ, the SPSCGB may do so without providing reasons, and the SPSCGB may thereafter issue a new Request for Quotation, Request for Qualifications, sole source, or do nothing.
- m) Discuss with any Proponent different or additional terms to those contained in this RFQ or in any Proponent's quotation.
- n) Reject any or all quotations in its absolute discretion, including where a Proponent has launched legal proceedings against the Board or is otherwise engaged in a dispute with the Board.
- o) By submitting a quotation, the Proponent authorizes the collection by the SPSCGB of the information identified in this RFQ, which the SPSCGB may request from any third party.
- p) The Board reserves the right to a site inspection of the bidder's facilities in order to assist in our decision.
- q) The Board reserves the right at any point during the term; to do a performance appraisal, a complete review of this Contract, and a review of the services provided. The Board may at any time and for any reason terminate all or part of this Contract before the completion of all the services or term, such cancellation will be determined at the Board's sole discretion and shall not result in any penalty whatsoever to the Board.



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2.12 Rights of the Board – Preferred Bidder

In the event that the successful Proponent fails or refuses to execute a Contract within 5 Days from being notified of its Contract award, the SPSCGB may, in its sole discretion:

- a) Extend the period for concluding the Contract, provided that if substantial progress towards executing the Contract is not achieved within a reasonable period of time from such extension, the Board may, in its sole discretion, terminate the discussions.
- b) Exclude the Preferred Bidder's Proposal from further consideration and begin discussions with the next highest-ranked Proponent without becoming obligated to offer to negotiate with all Proponents.
- c) Exercise any other applicable right set out in this RFQ, including but not limited to, cancelling the RFQ and issuing a new RFQ for the same or similar Services. The Board may cancel this RFQ in the event the Preferred Bidder fails to obtain any of the permits.

2.13 WSIB and Insurance

- a) The Contractor, at its own cost and expense, will put into effect and maintain for the duration of this Contract all necessary and appropriate insurance for delivering the services outlined in this RFQ.
- b) The Contractor shall obtain and/or maintain (at minimum), at their own expense, the following policy or policies of:
 - Commercial General Liability Insurance with a limit of not less than \$2,000,000 per occurrence with an aggregate limit of \$5,000,000 or such greater amount as the Board may reasonably require.
- c) The policy or policies will remain in effect for the duration of this Contract and shall include the following:
 - BWDSB named as additional insured
 - 30 days prior written notice of any change and/or cancellation
- d) If the Board, acting reasonably requires the amount of coverage increased, if it requires the Bidder to obtain other special insurance or if it requires any policy to be extended in respect to an assignment, then the Contractor shall obtain such extended, increased, or special insurance at their own expense.
- e) The Contractor shall, at their own expense, obtain and maintain Workplace Safety and Insurance Board (WSIB) coverage for their employees as required by WSIB legislation. Contractors who are required to carry WSIB coverage under the legislation must be eligible for a Certificate of Clearance from WSIB upon acceptance of the bid, prior to commencing any work. The Contractor may supply their WSIB account number to the Board, with their bid



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submission, so that the Board may obtain a WSIB Certificate of Clearance for the Contractor from the WSIB web service.

- f) Failure to provide confirmation that the Bidder will comply with these insurance requirements will result in the Quotation being rejected.

2.14 AODA

- a) The Board is committed to the highest possible standards for accessibility. The proponent must be capable of recommending and delivering, as appropriate, accessibility consistent with the Ontario Human Rights Code ("OHRC"), the Ontarians with Disabilities Act, 2001 ("ODA") and the Accessibility for Ontarians with Disabilities Act ("AODA") and their respective regulations in order to achieve accessibility of Ontarians with disabilities.
- b) Proponents are required to comply with the Board's accessibility standards, policies, practices and procedures, as same may be in effect during the terms of the Contract and apply to the goods and services to be provided by the Proponent.
- c) In accordance with Ontario Regulation 429-07 made under the AODA (Accessibility Standards for Customer Service), the Board has established policies, practices and procedures governing the provision of its goods and services to persons with disabilities. These policies, practices and procedures are available for review at:

https://www.bwdsb.on.ca/about_us/policies_and_procedures

https://www.bgcdsb.org/apps/pages/index.jsp?uREC_ID=1101059&type=d&pREC_ID=1373839

2.15 Addenda

- a) Changes or revisions that are considered to (at the sole discretion of the SPSCGB) alter the intent of this RFQ will be issued as a formal addendum. All addendum/addenda will be issued in the same manner for all proponents who have received a copy of this RFQ. Proponents may be notified by addendum of any additions, deletions and/or changes to the specifications or terms contained in this RFQ. Any addenda issued will be governed by the terms and conditions in this RFQ. All addenda will be issued at least seven (7) days prior to the closing date. If an addendum is issued within seven (7) days of the closing date, the closing date may be extended.
- b) It is the sole responsibility of the proponent to ensure they have received any addenda that is issued. A signed copy of all addenda issued shall be submitted along with your submission.

2.16 Contractor Performance

- a) The Board will monitor Contractor performance throughout the life of the Contract. Should the Board decide, in its sole and unfettered discretion, that Supplier performance is not meeting the



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requirements of the Contract, proper written notice of non-performance will be provided to the Supplier to address and/or remedy any and all performance issues.

- b) The Contractor Performance Evaluation Form is available upon request.
- c) The Supplier will have the opportunity to address and/or remedy any and all performance issues. If a second notice of non-performance is issued, whether related to the same default or as a result of a separate occurrence, the SPSCGB reserves the right to discontinue the services of the supplier and exclude the supplier from submitting bids on future bid opportunities for a period not less than two (2) successive years from the date of the second notice.
- d) The Board further reserves the right to cancel the Contract where the performance, quality or maintenance and service deteriorate without sufficient action by the Supplier to rectify the problem. Such cancellations will be immediate and shall not result in any additional cost or penalty whatsoever to the Board.
- e) The Board further reserves the right to discontinue the services of a Contractor at any time if a Contractor is criminally charged under the 'Vulnerable Sector' laws. Such cancellations shall be immediate and shall not result in any additional cost or penalty whatsoever to the Board.



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Part 3 – Evaluation and Award

3.1 Evaluation

Respondents must include in their submissions all relevant information to allow the SPSCGB to accurately assess their ability and capacity to do the work, as requested.

Submissions will be evaluated based on the requirements contained herein and according to the price outlined in the submission received by the Board.

3.2 Award

Low bid does not necessarily constitute an award. Award shall be based on a combination of quality and price and other evaluation criteria as described herein and the quotation that is determined to be in the best interest of the Board provided all requirements as set out in this document have been met.

The SPSCGB will issue an award notification letter to the Preferred Bidder, if any.

The Board reserves the right to award in whole or in part to one or more bidders according to the Board requirements.

3.3 Notification to Other Bidders of Outcome of RFQ Process

Once the Preferred Bidder(s) and Board execute the Contract, non-award notification letters, including the name of the Preferred Bidder(s), will be issued in writing to the unsuccessful Bidders.

3.4 Type of Contract

A Purchase Order will be issued to the Preferred Bidder following the issuance of a notice of award by the SPSCGB to the Preferred Bidder and the return of the signed notice of award acknowledging acceptance of the award by the Bidder to the SPSCGB.

No obligation shall arise on the part of the Board to purchase services until such time as a duly authorized Purchase Order is issued to the Preferred Bidder.



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Appendix A: Declaration /Certificate of bidder – Mandatory

I/WE have carefully read and examined the documents and accompanying instructions and have obtained a clear and comprehensive knowledge of the goods, materials, equipment, service or work required for the completion of this Contract.

I/we have received, allowed for and included as part of our submission all issued addenda(s) Addenda No. ____ to ____ inclusive.

*I/we further declare that we agree to comply with all the specifications, conditions, requirements, schedules and instructions of **RFQ 24-00028 Playground Equipment for Mildmay-Carrick Public School** as stated or implied herein.*

I/we the undersigned authorized signing officer of the Respondent, hereby declare that no person, firm or corporation other than the one represented by the signature below, has any interest in this submission.

I/we further confirm that we have disclosed any potential conflict of interest.

I/we agree that any attempt on the part of any Proponent or any of its employees, agents, Contractors, or representatives, to contact any persons other than the designated contact with respect to this RFQ or any action or violation of the above requirements will be grounds for disqualification and SPSGB may in its discretion, in addition to any other rights or remedies available at laws, reject any potential or actual submission or proposal submitted by that Proponent.

I/we further declare that apart from the communications between and among the designated representative(s), there has been no communication between the Board and any representative of the Proponent and no giving of information with respect to the RFQ process.

I/we further declare that all statements, schedules and other information provided in this submission are true, complete and accurate in all respects to the best knowledge and belief of the Respondent. Any alteration, erasure, or interlineations in this submission may constitute cause for rejection by the Board.

I/WE the undersigned, hereby submit my/our Bid and agree to supply all necessary labour, materials, equipment, service, etc., as proposed herein, for the execution and completion of this Contract and in accordance with the terms, conditions and specifications herein. No other conditions shall apply.

COMPANY _____

SIGNATURE _____

PRINT NAME _____

DATE _____



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Appendix B: Conflict of Interest Disclosure Statement – Mandatory

Please return a signed copy of AF4144 Conflict of Interest Disclosure Statement

SHARED PURCHASING SERVICE CONSORTIUM OF GREY-BRUCE

AF 4144



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CONFLICT OF INTEREST DISCLOSURE STATEMENT

- a) The "Board" means the Bruce-Grey Catholic District School Board, Bluewater District School Board, and/or the Shared Purchasing Services Consortium of Grey-Bruce as may be applicable to this document.
b) "Bidder" means any business or person submitting a response to a Board Request for Quotation, Request for proposal, or Request for Tender (RFQ/P/T).
c) "Vendor" means any business or person set-up and approved to supply the board with goods and/or services.
d) A Conflict of Interest arises where you or your business have a personal or business interest which might conflict with or may be perceived to conflict with the best interests of the board. Such conflict may arise directly or indirectly as a result of duties by an appointment to the board or by personal matters which include (but are not limited to):
1) employment by the board;
2) Trusteeship;
3) Directorship;
4) interests in business or professional services already elsewhere being utilized by the board (e.g., legal or consulting services);
5) existing professional or personal associations or relationships with the Board or its employees (e.g. family);
6) professional associations or associations with other organizations, agencies, or government branches which may benefit from a knowledge board business and/or having a direct or indirect influence on board business.

All Vendors/Bidders must declare a Conflict of Interest (where one exists).

Based on the definition of Conflict of Interest described above, please indicate:

- A. If you or your company have or may have a Conflict of Interest.
B. The nature of the Conflict of Interest.
C. If you or your company have NO CONFLICT OF INTEREST

A. I/WE (name of respondent/company) herewith declare a Conflict of Interest.

It is understood that declaring a Conflict of Interest may or may not result in exclusion from doing business with the board depending on the nature of the Conflict of Interest and the board's (at its sole discretion) decision surrounding this declaration.

B. Nature of the Conflict of Interest:

[Empty rectangular box for nature of conflict of interest]

C. I/WE (name of respondent/company) herewith declare that I/we have

NO Conflict of Interest.

Name of person completing this form (print):

Signature: Date: RFQ/P/T #

(if applicable)

Revised 2018.08.22 (E-Template 2013.06.12)