



Request for Proposal #117
Annual Playground Inspections, Naturalized Play
Spaces and Repairs

Submission Deadline: **Prior to 12:00:00 Noon Local Time**
Thursday, February 22, 2024

Request for Proposal Coordinator: **Stacey Shoemaker, Buyer**
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Date of Issue: **Monday, January 22, 2024**

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INSTRUCTIONS TO PROPONENTS

1. INTRODUCTION

1.1 INVITATION

- 1.1.1 The Thames Valley District School Board is one of the largest public school boards in the Province of Ontario and operates 160 schools within the City of London and counties of Elgin, Middlesex, and Oxford.
- 1.1.2 The TVDSB will consider bids from Proponents who are interested in providing annual playground inspections, naturalized play spaces and repairs, as more particularly described in this Request for Proposal ("RFP"). Through this RFP TVDSB intends to award a contract to the Successful Proponent, who will execute a MSA with the TVDSB.
- 1.1.3 TVDSB's issuance of this RFP, its evaluation of any Proposals, its contract award, or its execution of an MSA with any Proponent are not intended to and shall not obligate TVDSB to issue any Work Orders to any Proponent. There is no guarantee that a Successful Proponent that is awarded a contract and executes an MSA will be required to perform any services or will be issued any Tenders, and TVDSB specifically disclaims any obligation to do so.

1.2 REQUEST FOR PROPOSAL OVERVIEW

- 1.2.1 This Section provides a brief summary of the RFP and is provided solely as a convenience. Proponents are urged to read all of the RFP documents carefully and thoroughly to ensure they fully understand all of the terms and conditions, including all MSA requirements. Failure to fulfil procedural or content requirements that are stipulated in the Documents may have a negative effect on the evaluation of a Proposal or may result in a Proposal being rejected.
- 1.2.2 Proponents are required to deliver a Proposal which must include an RFP Submission. Proponents whose RFP Submissions achieve the highest scoring based upon the criteria identified by the TVDSB will be identified as "**Successful Proponents**".
- 1.2.3 Each Successful Proponent that is awarded a contract will be required to enter into the MSA, pursuant to which TVDSB may issue Documents.

1.3 KEY INFORMATION

- 1.3.1 The table below provides a summary of some key information contained in the RFP Documents and is provided solely as a convenience.

RFP Coordinator	The "RFP Coordinator " is Stacey Shoemaker, s.shoemaker@tvdsb.ca.
Question Deadline	The deadline for Proponents to submit questions (the " Question Deadline ") is seven (7) business days before the Submission Deadline.
Submission Deadline	BEFORE 12:00:00 Noon Local Time on Thursday, February 22, 2024 (the " Submission Deadline ").



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Electronic Submission	An electronic bid submission is mandatory. See 1.7.2.
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1.4 THE SERVICE

- 1.4.1 The vendors' services to be performed to be provided are described in Schedule A – Scope of Work.
- 1.4.2 Previously Awarded Proponents Must Apply
- 1.4.3 Proponents who have been previously awarded or who are currently working or have worked for TVDSB must respond to this RFP and must deliver a Proposal in order to be awarded a contract.

1.5 NO CONTRACT A

- 1.5.1 TVDSB does not intend to create any contractual relations or obligations, including "Contract A" (sometimes referred to as the "bid contract"), with any Proponent or any other person or entity, and none will be created by virtue of TVDSB issuing this RFP or as a result of TVDSB's receipt or review or evaluation of any Proposals.

1.6 THE MSA AND THE TERM

- 1.6.1 TVDSB intends to execute an MSA with each Successful Proponent that is awarded a contract. Provided that the execution of an MSA does not obligate TVDSB to issue any Work Orders or proceed with any projects, and the TVDSB does not guarantee any volume of Services and / or goods that will be required or that will be performed under any MSA.
- 1.6.2 The term of each MSA will be 1 year with the option to renew two additional years.

1.7 TVDSB PROCUREMENT WEB PORTAL

- 1.7.1 Proponents must use the TVDSB Procurement Web Portal (the "**Portal**") to access the RFP Documents. Instructions on using the Portal are set out in Schedule B – TVDSB Procurement Web Portal.
- 1.7.2 Proponents must also use the Portal to upload the electronic bid submission.

1.8 PROPONENTS' EXPENSES

- 1.8.1 Proponents shall bear all costs and expenses incurred by them in any way related to any aspect of their participation in this RFP including, without limitation, all costs and expenses related to the gathering of information, the preparation and delivery of a Proposal, responding to any questions or clarifications or Requests for Additional Information, or attending or participating in any interviews or meetings.

2. DEFINITIONS

Capitalized terms used in this RFP and in the attached Schedules and not otherwise defined shall have the meanings indicated in this Article.



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- 2.1.1 **“Conflict of Interest”** has the meaning assigned to such term in paragraph 11.2.1.
- 2.1.2 **“Evaluation Team”** means the team appointed by TVDSB to conduct the evaluation process described in this RFP.
- 2.1.3 **“Local Time”** means the time of receipt recorded by TVDSB’s clock at the Submission Location.
- 2.1.4 **“MFIPPA”** means the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario).
- 2.1.5 **“MSA”** means the written Master Services Agreement, substantially in the form of Schedule E, to be signed between TVDSB and each Successful Proponent.
- 2.1.6 **“Portal”** means the TVDSB Procurement Web Portal accessed at “www.tvdsb.ca”. Instructions for using the Portal are set out in Schedule B – TVDSB Procurement Web Portal.
- 2.1.7 **“Successful Proponent”** has the meaning assigned to such term in paragraph **Error! Reference s**
ource not found..
- 2.1.8 **“Proponent”** means a vendor that participates in this RFP, whether or not it delivers a Proposal.
- 2.1.9 **“Proposal”** means, collectively, a Proponent’s completed RFP Submission.
- 2.1.10 **“Question Deadline”** is the date identified as such in the table in paragraph 1.3.1 and is the last date by which Proponents can submit questions about the RFP.
- 2.1.11 **“Request for Additional Information”** has the meaning assigned to such term in paragraph 7.2.1.
- 2.1.12 **“Request for Proposal” or “RFP”** means the prequalification process described in the RFP Documents.
- 2.1.13 **“RFP Coordinator”** is the person identified as such in the table in paragraph 1.3.1.
- 2.1.14 **“RFP Documents”** has the meaning assigned to such term in paragraph 3.2.1.
- 2.1.15 **“Services”** means the Services described in Schedule A – Scope of Work.
- 2.1.16 **“Goods”** means the Goods described in Schedule A – Scope of Work.
- 2.1.17 **“Submission Deadline”** is the date and time identified as such in the table in paragraph 1.3.1.
- 2.1.18 **“Submission Location”** is the location identified as such in the table in paragraph 1.3.1.
- 2.1.19 **“RFP Requirements”** means Schedule C – RFP Requirements.
- 2.1.20 **“RFP Score”** has the meaning assigned to such term in paragraph 7.3.2.
- 2.1.21 **“RFP Submission”** means, collectively, a Proponent’s completed RFP Submission Form and all other material submitted by a Proponent in response to the RFP Requirements.
- 2.1.22 **“RFP Submission Form”** means Schedule D – RFP Submission Form.
- 2.1.23 **“TVDSB”** means the Thames Valley District School Board and includes its employees, agents, trustees, officers and directors, whether involved with the RFP or not. For certainty **“TVDSB”** includes, as the context requires, the RFP Coordinator.
- 2.1.24 **“Contract Award”** has the meaning assigned to such term in paragraph 1.1.2.



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3. RFP DOCUMENTS AND ACCESS

3.1 ACCESS TO THE RFP DOCUMENTS

- 3.1.1 The RFP Documents will only be made available to Proponents electronically through the Portal. The Portal will include all RFP Documents, addenda and all other relevant notices, information and communications relating to the RFP.
- 3.1.2 Each Proponent is solely responsible to ensure that it:
 - (a) obtains access to the Portal;
 - (b) has the appropriate software to access and download the contents from the Portal; and
 - (c) visits and reviews the Portal as frequently as it deems necessary to ensure that it has the most current information and addenda.
- 3.1.3 The Portal will be updated from time to time and Proponents are solely responsible for accessing and checking the Portal for new addenda and other postings and to ensure the information and documents used by Proponents are the most correct and updated information and documents.
- 3.1.4 If there is a conflict or inconsistency between an electronic version of any RFP Document posted on the Portal and any other version of the same document, whether in electronic or paper form, the latest electronic version posted on the Portal shall govern.

3.2 RFP DOCUMENTS

- 3.2.1 Proponents should ensure they have all of the documents listed below (collectively the “RFP Documents”). A Proposal will be deemed to have been prepared on the basis of all RFP Documents issued before the Submission Deadline, and TVDSB accepts no responsibility for any Proponent lacking any part of the RFP Documents.
 - (a) Instructions to Proponents
 - (b) Schedule A – Scope of Work.
 - (c) Schedule B – TVDSB Procurement Web Portal.
 - (d) Schedule C – RFP Requirements.
 - (e) Schedule D – RFP Submission Form.
 - (f) Schedule E – Master Services Agreement.
 - (g) Addenda, if any, issued before the Submission Deadline.
- 3.2.2 Proponents should inform the RFP Coordinator immediately if any documents are missing or incomplete and/or upon finding any discrepancies or omissions in the RFP Documents.

4. COMMUNICATIONS, QUESTIONS AND ADDENDA

4.1 COMMUNICATIONS

- 4.1.1 Except as provided in the RFP Documents, Proponents are not to communicate with or contact any member of the Evaluation Team or the TVDSB, including any member of the TVDSB board of



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trustees, regarding this RFP. A Proponent's failure to comply with this paragraph may result in the disqualification of the Proponent.

4.2 PROPONENTS' QUESTIONS

- 4.2.1 All Proponents' questions regarding this RFP are to be in writing and must be sent by e-mail to the RFP Coordinator.
- 4.2.2 Questions received by the Question Deadline will be reviewed and if TVDSB believes that a response is warranted, it will include the question and its answer in an addendum. TVDSB may, in its discretion, consider and respond to questions received after the Question Deadline but is under no obligation to do so. In responding to questions TVDSB may answer similar questions from different Proponents only once, may edit or rephrase the questions, and may ignore questions which, in TVDSB's opinion, do not require a response.

4.3 ADDENDA

- 4.3.1 This RFP and the RFP Documents may be amended only by written addendum which will be posted to the Portal and will not be sent to the Proponents. Proponents are solely responsible to access and check the Portal for new addenda and other communications and postings and to ensure the information and documents used by Proponents are the most correct and updated information and documents. Proponents are solely responsible to ensure their Proposal incorporates all addenda issued before the Submission Deadline, and TVDSB will not be responsible if any addenda are not obtained by a Proponent.

5. PROPOSAL CONTENTS, COMPLETION AND DELIVERY

5.1 PROPOSAL CONTENTS

- 5.1.1 Proponents must include the following in their Proposals, in a sealed envelope or container:
 - (a) An RFP Submission completed in accordance with Section 5.2

5.2 INSTRUCTIONS FOR COMPLETING THE RFP SUBMISSION

- 5.2.1 The bid submission **must** be returned electronically as a file upload:
 - (a) upload of the files as per above is the responsibility of the proponent;
 - (b) submissions received as hardcopies **will not** be accepted;
 - (c) original completed and signed RFP Submission Form (Schedule D); and
 - (d) all information, documents and materials required by and responding to each of the items set out in the RFP Requirements (Schedule C); and
 - (e) an electronic copy of all of the above, in Adobe PDF readable format, must be uploaded back to using the Portal.



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5.2.2 The RFP Submission is intended to provide information which will enable the Evaluation Team to determine the Proponent's qualifications and ability to undertake and complete the work and Services and/or Goods required. All information submitted by a Proponent and included as part of its RFP Submission will be deemed to be material representations by a Proponent to TVDSB, and the Proponent will be deemed to have warranted the accuracy of all representations so made.

5.2.3 Proponents will only be considered and evaluated for the Services identified in their RFP Submission Form.

5.3 PROPOSAL DELIVERY

5.3.1 The electronic submission must be uploaded to the Portal before the Submission Deadline. Proposals which are sent by fax, email or any means other than as set out in this Section will not be considered. The Portal will close at the Submission Deadline, and upload will no longer be possible at that point.

6. OPENING OF PROPOSALS AND THE ROLE OF THE PRE-QUALIFICATION COORDINATOR

6.1 ROLE OF THE RFP COORDINATOR

6.1.1 The RFP Coordinator will review the opened Proposal to confirm it contains the RFP Submission.

7. EVALUATION OF PROPOSALS

7.1 GENERAL

7.1.1 Proposals will be evaluated by the Evaluation Team, which may obtain the assistance of such contractors and advisors as the Evaluation Team may deem appropriate.

7.2 REQUESTS FOR ADDITIONAL INFORMATION

7.2.1 TVDSB may contact any one or more Proponents to request clarification of any information or materials submitted as part of a Proposal, or to request supplementary information (collectively, "**Request for Additional Information**"), without any obligation to make the same or any Request for Additional Information of any other Proponent. Notwithstanding the preceding sentence, TVDSB has no obligation to make any Request for Additional Information.

7.2.2 Proponents should answer all Requests for Additional Information within the time and in the manner stipulated in each Request for Additional Information, and any answer received will form an integral part of a Proponent's Proposal. If a Proponent fails to provide an answer to a Request for Additional Information within the time and manner stipulated, its Proposal will be considered and evaluated based solely on the original Proposal contents submitted.

7.3 EVALUATION OF RFP SUBMISSIONS

7.3.1 The following illustrates some of the activities the Evaluation Team may undertake in the course of evaluating the RFP Submissions, and does not limit the discretion of the Evaluation Team to take steps not expressly described. For greater certainty, the Evaluation Team has no obligation to



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undertake any such activities, and the fact the Evaluation Team undertakes a particular activity as part of its evaluation of an RFP Submission and/or a Proponent will in no way obligate the Evaluation Team to undertake the same or any activity with any of the other Proponents or any RFP Submissions delivered by any of the other Proponents.

- (a) The Evaluation Team may, in its sole discretion, invite a Proponent to one or more meetings and/or interviews. The nature and length of such meetings and/or interviews, the agenda, and the attendees will be determined by the Evaluation Team.
- (b) The Evaluation Team may contact and/or visit one or more of the Proponent's references and/or clients, and any other person or place as the Evaluation Team deems appropriate, with or without notice to the Proponent.

7.3.2 RFP Submissions will be evaluated by the Evaluation Team and awarded points for the Services subject to this RFP. NOTE: Proponents will only be considered and evaluated for the Services subject to this RFP.

7.3.3 **RFP Submissions will be evaluated on a consensus basis based on criteria set out in the table** below. If there is a meeting and/or interview with a Proponent, such meeting and/or interview will not be independently scored, however, the Evaluation Team reserves the right to take into consideration and incorporate what it learns from such meeting and/or interview in its evaluation and may adjust the scoring of the Proponent's RFP Submission, regardless of when the meeting and/or interview is held. The points awarded for a Proponent's RFP Submission will be that Proponent's "RFP Score" for the Services subject to the RFP.

Evaluation Criteria	Points Available
Inspection report sample and allowances for changes.	40
Pricing.	40
Qualifications including experience with School Boards.	30
Number of qualified staff.	10
Staff years of experience.	20
Value added services.	15
References.	15
Supply Chain Security	10
Business Responsiveness	10
Local Knowledge	10
MAXIMUM POINTS AVAILABLE	200

7.4 AWARD TO SUCCESSFUL PROPONENTS

7.4.1 Subject to TVDSB's discretion and the other rights described in the RFP Documents, the Proponent(s) with the highest Scores will be awarded the contract for the Services and / or Goods.



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- 7.4.2 If there is a tie between the RFP Scores of two or more Proponents, TVDSB will resolve the tie by a draw. The names of the tie proponents will be entered into the draw. All parties will have representation when the draw takes place.

7.5 DEBRIEFING

- 7.5.1 The TVDSB will offer separate debriefings to Proponents but only if requested in accordance with paragraph 7.5.2. Debriefings will be held in person or by telephone conference call, at the TVDSB's discretion, and will be scheduled on a date and time and for a duration to be confirmed by the TVDSB.
- 7.5.2 If a Proponent desires a debriefing it shall submit a written request to the RFP Coordinator within 60 days after the TVDSB has posted the name(s) of the Successful Proponent(s). Any request that is not timely received will not be considered and no debriefing will be held.

8. SIGNING THE MSA AND THE PROVISION OF GOODS AND SERVICES

8.1 SIGNING THE MSA

- 8.1.1 The TVDSB will issue a notice to each Successful Proponent and will enclose the MSA for execution. Within fifteen (15) business days of receiving such notice and MSA each such Successful Proponent is to sign and deliver the signed MSA to TVDSB.
- 8.1.2 A Proponent's failure to sign and deliver the MSA in accordance with paragraph 8.1.1 will result in the removal of that Proponent from the contract award. In this case the next highest scored Proponent will be deemed to be the Successful Proponent.
- 8.1.3 The execution of a MSA is not intended to and shall not obligate TVDSB to issue or execute any Tenders or otherwise engage any Proponent.

8.2 CONTRACTING FOR SERVICES

- 8.2.1 Services can only be provided by those proponents who have received contract awards.

9. TVDSB'S DISCRETION

9.1 GENERAL

- 9.1.1 In addition to any other options or express rights contained in the RFP Documents or any other rights which may be implied in the circumstances, TVDSB may exercise any or all or a combination of the options described in this Article 9. TVDSB shall not be liable for any costs, expenses, losses or damages incurred or claimed by a Proponent resulting from TVDSB's exercise of its discretion.
- 9.1.2 A Proponent's delivery or TVDSB's evaluation of any Proposal, even where only one Proposal is delivered for a particular Service, will not obligate TVDSB to award a contract to any Proponent, proceed with any projects or tenders, or enter into a MSA with any Proponent.



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9.2 TVDSB's OPTIONS

9.2.1 TVDSB may, in its sole discretion, and for any or no reason:

- (a) reject any or all Proposals;
- (b) cancel this RFP at any time;
- (c) cancel this RFP at any time and issue a new procurement process for the same or different RFP.

9.2.2 TVDSB may in its sole discretion:

- (a) verify with a third party any information contained in a Proposal;
- (b) check references other than those provided by a Proponent;
- (c) adjust a Proponent's Submission Score or reject a Proposal on the basis of information received in response to a Request for Additional Information, in response to reference checks, during any meetings and/or interviews, or as a result of any other information obtained by the Evaluation Team;
- (d) disqualify and remove from a contract any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information relating to matters which TVDSB, in its sole discretion, considers material.

10. REMOVING SUCCESSFUL PROPONENTS FROM A CONTRACT

10.1.1 TVDSB may, in its sole discretion but always acting reasonably, remove a successful Proponent from a contract. Circumstances under which TVDSB may exercise such discretion include, but are not limited to, the following:

- (a) the Proponent would currently fail to successfully be awarded a contract which it was awarded;
- (b) the Proponent has been unable or unwilling to complete a Work Order issued to it on three (3) separate occasions, unless the Proponent has provided, in TVDSB's sole discretion, a valid commercial reason for doing so;
- (c) a significant change in the Proponent's operations, structure or control;
- (d) where TVDSB determines, in its sole discretion, that TVDSB's continued dealings with the Proponent would adversely impact TVDSB's reputation;
- (e) the Proponent's performance of the Services fell below TVDSB expectations and requirements, having regard to the complexity of the Tender and the Proponent's expertise and experience;
- (f) the Proponent has made claims or commenced legal proceedings, whether by litigation or arbitration, against TVDSB;
- (g) any other circumstances where removal from a contract is specifically provided for in the RFP Documents.

11. GENERAL

11.1 PROHIBITION ON LOBBYING AND COLLUSION

11.1.1 Proponents and their directors, officers, employees, consultants, agents, advisors and other representatives are prohibited from engaging in conduct which is or could reasonably be considered as any form of political or other lobbying, or as an attempt to influence the outcome of this RFP.



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Without limiting the generality of the foregoing, and except as provided in this RFP, no such person shall contact, communicate with or attempt to contact or communicate with, directly or indirectly and in any manner whatsoever, any staff, personnel or representative of the Evaluation Team or the TVDSB, including any member of the TVDSB board of trustees, in connection with this RFP.

- 11.1.2 A Proponent's failure to comply with this Section may result in the disqualification of the Proponent and its removal from contracts.

11.2 CONFLICT OF INTEREST

- 11.2.1 Proponents are required to declare, as part of their Proposal, that the Proponent is not aware of any perceived, potential or actual Conflict of Interest. For the purposes of this RFP, "**Conflict of Interest**" includes:

- (a) any situation or circumstances where, in relation to this RFP, the Proponent's other commitments, relationships or financial interests could or could be perceived to exert an improper influence over the objective, unbiased and impartial exercise of independent judgment by any member or representative of the Evaluation Team or the TVDSB;
- (b) any situation or circumstances where any member of the TVDSB board of trustees or any person employed by the TVDSB in any capacity:
 - (i) has a direct or indirect financial or other interest in any Proponent;
 - (ii) is an employee or a contractor to or under contract to any Proponent;
 - (iii) is negotiating or has an arrangement concerning future employment or contracting with any Proponent;
 - (iv) has an ownership interest in or is an officer or director or partner of any Proponent.
- (c) any situation where:
 - (i) a Proponent owns or controls, or beneficially owns or controls, directly or indirectly, another person, partnership or corporation (such person, partnership or corporation referred to as a "Related Party"); or
 - (ii) a Proponent is owned or controlled, directly or indirectly, by a Related Party, and such Related Party carries on business within one or more Service Categories.

- 11.2.2 If a Proponent discovers, at any time, any perceived, potential or actual Conflict of Interest, the Proponent shall promptly send a written statement to the RFP Coordinator describing the perceived, potential or actual Conflict of Interest, along with a written proposal that, if implemented, would address the identified perceived, potential or actual Conflict of Interest. The TVDSB will review the Proponent's written statement and proposal and, without limiting the generality of Article 9, the TVDSB may, in its sole discretion:

- (a) disqualify the Proponent from participating in this RFP and/or remove the Proponent from one or more contracts;
- (b) waive any and all perceived, potential or actual Conflict of Interest upon such terms and conditions, if any, as the TVDSB, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately managed, mitigated and minimized.

- 11.2.3 The onus is on each Proponent to conduct any and all investigations necessary to confirm and satisfy itself that there is no perceived, potential or actual Conflict of Interest and that the declaration



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made as part of its Proposal is true and correct. If the TVDSB determines that a Proponent's declaration is not materially true and correct, or if a Proponent otherwise fails to comply with this Section 11.2, the TVDSB may disqualify the Proponent and/or may remove the Proponent from one or more contracts.

11.3 CONFIDENTIALITY, DISCLOSURE AND MFIPPA

11.3.1 Proponents acknowledge that the contents of their Proposals will be disclosed to the Evaluation Team and others within TVDSB and/or to TVDSB's advisors. The TVDSB will use reasonable efforts to protect sensitive and confidential information provided by Proponents, however, the TVDSB shall not be liable in any way whatsoever if such information is disclosed, even if the TVDSB, its advisors, staff, members of the Evaluation Team, or any other person associated with them may have been negligent with respect to such disclosure. By delivering a Proposal each Proponent agrees to such disclosure and releases the RFP Coordinator, the Evaluation Team, and the TVDSB from any liability for the same.

11.3.2 The TVDSB may be required to disclose parts or all of a Proposal pursuant to the provisions of MFIPPA or other legislation. Subject to the provisions of MFIPPA, the TVDSB will use reasonable efforts to safeguard the confidentiality of any information identified by a Proponent as confidential, however, the TVDSB shall not be liable in any way whatsoever if such information is disclosed based on an order or decision made under MFIPPA or any other applicable law. By delivering a Proposal each Proponent agrees to such disclosure and releases the RFP Coordinator, the Evaluation Team, and the TVDSB from any liability for the same.

11.4 AWARD DOES NOT CONSTITUTE ENDORSEMENT

11.4.1 TVDSB's award of a contract to a Proponent does not constitute a general endorsement of that Proponent's work or services.

11.5 LIMIT OF LIABILITY

11.5.1 Each Proponent agrees that TVDSB's aggregate liability to any Proponent and the aggregate amount of damages recoverable by a Proponent against TVDSB for any and all claims relating to or arising from this RFP or a Proponent's participation in this RFP, including:

- (a) claims arising from negligence, wilful misconduct or other conduct; and/or
- (b) claims arising from a breach of any contract or any contractual or other relationship or obligation that may arise as a result of a Proponent's participation in this RFP and/or delivery of a Proposal, shall be limited to the lesser of \$5,000 and the Proponent's reasonable demonstrated costs of preparing its Proposal.

END OF INSTRUCTIONS TO PROPONENTS



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Schedule A - Scope of Work

Scope of Work
Provide a comprehensive visual and physical safety inspection audit, including drop testing, of all playground structures at all schools operated by the Thames Valley District School Board in accordance with all applicable standards including the most current CAN/CSA Z614 Standard for Children's play spaces and Equipment. This project is to also include a safety inspection of the naturalized learning and play spaces which may include the use of trees, boulders, tree stumps, pathways, trails, garden areas or benches to create outdoor classrooms or a social centre, and areas sheltered from the elements on the school property or in the early learning play area.
The successful proponent will provide the Board with an electronic report (pdf format) for each school summarizing all deficiencies with the appropriate standard for year the equipment was installed, as well as a comprehensive safety inspection of the Naturalized Learning and Play Spaces. Each report must also include an outline of what would be required to bring any equipment previously installed up to CAN/CSA Z614 Standard.
The successful proponent must manage and track TVDSB playground equipment inventory.
Reports
The proponent's price must include comprehensive written reports detailing the inspection results for each school. Inspection reports must include all details of the assessment of each structure and/or naturalized learning and play space. The inspection reports must illustrate all equipment and components of the structure and/or naturalized learning and play space that were investigated. It is expected the inspection reports will reference the most current CAN/CSA-Z614 Standard for Children's play spaces and Equipment and any other applicable standards (i.e. CSA Standards 1998, 2003, 2007, 2014, etc.) as may be appropriate. Inspection reports must rate and prioritize each fault according to the risk utilizing a rating system as follows that clearly identifies the fault to assist the Board with developing a plan for repairs;
Requires Immediate Repair – Equipment is unsafe for use and should be tagged out of service.
Fix Prior to Next Inspection – Equipment can be used safely but requires repair as soon as possible.
Meets current CAN/CSA-Z614 Standards for Children's play spaces and Equipment
Equipment is safe and meets CSA Standard for year of install, but does not meet current CAN/CSA-Z614 Standard. Minor repair, retrofitting and upgrading is required to bring the equipment up to the current standard.
Equipment is safe and meets standard for year of install, but requires major retrofitting to bring up to the current CAN/CSA Z614 Standard or cannot be brought up to current standard.
A sample copy of the proposed report must be submitted with this bid. The Proponent must make allowance for changes to the sample report to meet TVDSB's requirements. All irregularities and conflicts in content and format must be worked out before reports are accepted.
Each location will have a minimum of four (4) digital photographs taken of the playground equipment and/or naturalized learning and play space to present a pictorial record of the playground, its location, site context, components, general condition, and will identify the exact area of the equipment that requires repair. The pictures must be included in the body of the report for each school and not as a separate document.
The reports must be dated and include:
School Name



Request for Proposal # 117 for Annual Playground Inspections, Naturalized Play Spaces and Repairs

Instructions to Proponents

School Number
School Address
Date of Inspection
Time of Inspection
Weather Conditions
Inspected By (Name of Inspector)
Playground Equipment Asset #
Manufacturer of Equipment
Installation Date and Model #
Age of Structure (if known)
Age Appropriateness for Users of Structure
Platform Heights
Playground Base Material
Depth of Base Material
Playground Perimeter Edging Material
Potential Faults
Recommended Repairs
Risk Rating
CSA Compliance Rating:
Fall Height(s) Impact Attenuation Test Results
Requirements to update equipment to meet the current CSA Standard
Digital Pictures (minimum of 4 per structure or play space)
Site Plan Pictorial Diagram
An electronic copy of the report detailing the inspection results for each school each must be provided in pdf format to the applicable Maintenance Supervisor sent to the applicable zone email account.
Hazards
Upon inspection, any Items that pose an immediate danger must be tagged "Out of Service". The Principal and Charge Custodian must be made aware of any such items along with the applicable Maintenance Supervisor, so that the situation may be addressed as quickly as possible.



Request for Proposal # 117 for Annual Playground Inspections, Naturalized Play Spaces and Repairs

Instructions to Proponents

Repairs
All repair work must be invoiced separate from the annual inspections.
All repairs must be completed such that potential cuts and snags to playing students are not possible.
Welds and bare metal must be primed and painted.
Work site must be left absolutely clear of all debris.
<u>Repairs <\$750 per school</u> : To be completed at time of inspection. All repairs made must be indicated on the inspection report.
<u>Repairs >\$750 per school</u> : Submit a detailed scope of work to the applicable Maintenance Supervisor, sent to the applicable zone email account. The scope will be reviewed and at the discretion of the Board, will be utilized to obtain competitive quotations.
All repair work must be invoiced separate from the annual inspections.
Scheduling
All inspections must begin during the month of April (if weather conditions permit) and must include leveling of all play surfaces with modified wood chips and drop tests of the play surface. Final inspection reports must be submitted to the applicable Maintenance Supervisor, sent to the applicable zone email account, within five (5) business days of the inspection.
The successful Proponent will be responsible for forwarding a detailed schedule of site visits each year at least two weeks in advance of the first visit to the applicable Maintenance Supervisor, sent to the applicable zone email account.

END OF SCHEDULE



Request for Proposal # 117 for Annual Playground Inspections, Naturalized Play Spaces and Repairs

Schedule B - TVDSB Procurement Web Portal

This Schedule describes the process for accessing the Portal.

1. Go to “www.tvdsb.ca”
2. Click on “I’D LIKE TO”; and then click on “Go to Purchasing”.
3. Click on “Bids”; and then click on “Proceed to inquiry/download page”.
4. Locate the RFP and click “New” icon. You will be directed to the “TVDSB Client Portal”.
5. Proponents that already have a TVDSB Client Portal account: Click “TVDSB Login” and log in using your TVDSB Client Portal account and password.
6. Proponents that do not already have a TVDSB Client Portal account:
 - (a) Click “Sign up now”;
 - (b) Read the TVDSB Client Portal Disclaimer, scroll to bottom and click “I agree” or “I do not agree”.
 - (c) Proponents that click “I do not agree” will not be able to participate in the RFP.
 - (d) Proponents that click “I agree” will be taken to the “New Account Application” page. Complete the account information and click “Create My Account”; then click “TVDSB Login”.
7. Once logged in, you will be within the Client Portal. Click “Open to Bid” and then click on the “New” icon for the RFP.

To access answers to questions and addenda:

1. Follow the steps outlined in steps 1 to 3 above.
2. Proceed to the RFP and click “Answers to Questions”.

END OF SCHEDULE



Request for Proposal # 117 for Annual Playground Inspections, Naturalized Play Spaces and Repairs

Schedule C - Submission Requirements

It is important that Proponents present the information required by this RFP so that it can be readily understood and evaluated. A Proponent's RFP Submission should address all of the items set out in this Schedule in the order in which they appear and using the same headings and numbering sequence. A Proponent's failure to follow instructions or failure to provide a full response to this RFP may have an adverse impact on the evaluation of its RFP Submission.

Proponents should not assume that the TVDSB or any member of the Evaluation Team has any knowledge of the Proponent or its expertise, experience or qualifications, and should ensure that all required information is included and submitted as part of the Proponent's RFP Submission.

References to web / internet sites or links are NOT acceptable and will NOT be considered.

Part 1	Completed and signed RFP Submission Form
Part 2	Proponent information
Part 3	Pricing
Part 4	Supply Chain Security
Part 5	Business Responsiveness
Part 6	Local Knowledge

1. **Part 1 – Completed and Signed RFP Submission Form**

Submit a completed and signed RFP Submission Form (Schedule D) signed by the Proponent.

2. **Part 2 – Proponent Information**

The individual(s) performing the inspections must be certified to perform the required inspections for play structures and naturalized play spaces, demonstrating a high degree of knowledge and understanding of the playground industry. The individual(s) performing the inspections must have a thorough knowledge in all aspects of the most current CAN/CSA-Z614 Standard, having completed the Canadian Certified Playground Inspector Certification program through the Canadian Parks and Recreation Association (CPRA). Proponents must submit documentation with their proposal that identifies all proposed staff to be involved in performing the required annual on-site inspections and minor repairs including their qualifications including:

- Staff name, job title, years of experience and proposed role in performing the required services
- Demonstrated past experience including agency names and inspection dates
- Training and qualifications of each individual including licencing, certifications, educational background

Proponent's must submit the value added services that they can provide.



Request for Proposal # 117 for Annual Playground Inspections, Naturalized Play Spaces and Repairs

Schedule C - Submission Requirements

The Proponent **must** provide three references where you have successfully completed projects of a similar nature. The reference **must** contain the following information:

Company Name
Contact Name
Email address

The TVDSB reserves the right at any time during the contract period to evaluate the successful proponents service based on their contract performance.

The successful proponent will be evaluated based on the evaluation form - Facility Services - Contract Performance Evaluation (available upon request).

Failure to meet the evaluation criteria may result in termination if performance is deemed unsatisfactory (as set out in Section 10.0 – Removing Successful Proponents From a Contract).

The successful proponent shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the regulations thereunder with regard to the provision of its goods or service to persons with disabilities. The proponents acknowledge that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the Board must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services. This legislation can be accessed through the following link to the Government of Ontario's website:
http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm

Any infringement on human rights, but namely those of children, is of considerable concern to the TVDSB. Proponents wishing to do business with the TVDSB are asked to promote the purchase of goods from companies that operate in full compliance with the laws of their respective countries and with all applicable child labour laws, rules and regulations related to hiring, wages, hours worked, overtime and working conditions.

Proponents should indicate your firm's policy and present practices and procedures in place to encourage promotion of this objective.

For proponents information the web site address of the International Labour Organization and its objectives toward the abolition of child labour is:

<http://www.ilo.org>

All equipment requiring approval (Hydro One, C.S.A., ULC., etc.) must be completely assembled and must bear label showing approval of assembly prior to delivery. The TVDSB shall not accept any equipment that has not been inspected and approved. If not so approved, the TVDSB reserves the right to invoice the successful proponent(s) for the cost of certification/replacement.

Every person who supplies any machine, device, tool, equipment or service to the TVDSB **must** ensure that the machine, device, tool, equipment or service complies with the Occupational Health and Safety Act and Regulations of Industrial Establishments. The burden of proof rests with the supplier.



Request for Proposal # 117 for Annual Playground Inspections, Naturalized Play Spaces and Repairs

Schedule C - Submission Requirements

The Ministry of Education and Training and the Ministry of Health provides regulations specifying which substances/ products are not acceptable. If applicable, the successful proponent(s) must supply MATERIAL SAFETY DATA SHEETS providing us with the breakdown of components for any products used in our facilities with every shipment.

The Occupational Health and Safety Act describes the responsibilities of an employer. The TVDSB requires contractors maintain procedures, training and enforcement so that the responsibilities are carried out at our workplace. The contract shall abide by and strictly adhere to the regulations and conditions set out and laid down by the most current versions of the Occupational Health and Safety Act, 1990, Chapter 0-1. Their workers must be trained in WHIMS in accordance with Occupational Health and Safety Act Regulations. They **must** adhere to all of the TVDSB's Health and Safety Policy, Procedures and Guidelines and Municipal Bylaws.

The successful proponent(s) must ensure that all workers are covered by the Workplace Safety and Insurance Board for the duration of this contract.

The successful proponent(s) must furnish a Certificate of Clearance from the Workplace Safety and Insurance Board as evidence that all returns have been made and all necessary assessments have been paid as required, or levied, by the Workplace Safety and Insurance Board. This certification is to be furnished prior to the commencement of this contract. The good standing must be maintained throughout the contract. It is the responsibility of the Contractor to ensure that the Workplace Safety and Insurance Board Certificate is updated every sixty (60) days. The TVDSB reserves the right to request proof of coverage any time throughout the duration of the contract.

All workplace injuries or accidents on TVDSB property must be reported by the successful proponent(s) to the TVDSB's representative within 24 hours.

The successful proponent(s) must be covered by Commercial General Liability Insurance throughout the term of the contract. Each proponent must state if it has Commercial General Liability Insurance Coverage.

Each proponent should show proof with the submission of this bid that upon the award of this contract that it will be covered by Commercial Liability Insurance coverage with limits of \$5 million per occurrence for liability (by way of primary coverage and/or Umbrella Coverage and/or otherwise), arising at law for damages caused by reason of bodily injury (including death) or damage to property by its employees or subcontractors. If the proponent does not presently have \$5 million per occurrence of Commercial Liability Insurance coverage, the proponent shall provide a written assurance from his insurer or agent on the insurer's or agent's letterhead that liability insurance limits will be increased to \$5 million per occurrence from the commencement of the contract should the contract be awarded to the proponent. The successful proponent(s) further agrees to maintain good standing throughout the term of the contract. The TVDSB reserves the right to request proof of coverage any time throughout the duration of the contract.

This liability policy shall contain the following coverage:

- Personal Injury and Property Damage
- Non-Owned Automobile Liability
- Owners and Contractors Protective Coverage
- Contractual Liability
- Broad Form Property Damage
- Products and Completed Operation Insurance



Request for Proposal # 117 for Annual Playground Inspections, Naturalized Play Spaces and Repairs

Schedule C - Submission Requirements

Contingent Employees Liability
Cross Liability Clause and Severability of Interest Clause

Upon an award to the successful proponent(s) by the TVDSB, the successful proponent(s) shall be required to submit certification in a form satisfactory to the TVDSB of the above-mentioned coverage to protect the TVDSB against claims for property damages and personal injuries, including accidental death, caused by the successful proponent(s) or its employees or subcontractors during the performance of its obligations under the contract.

The successful proponent(s) agrees to indemnify, hold harmless and defend the TVDSB from and against any and all liability for loss, damage and expense, which the TVDSB may suffer or for which the TVDSB may be held liable by reason or injury (including death) or damage to any property arising out of negligent or willful acts on the part of the successful proponent(s) or any of its representatives or employees or subcontractors in the execution of the work performed or from defects in the equipment supplied.

Proponents **must** state if their own vehicles and/or those vehicles owned by its employees or subcontractors shall operate on the property of the TVDSB.

In the event of an affirmative answer to the above, the successful proponents must be covered by Automobile Liability Insurance through the term of the Contract. If the proponent's employees or subcontractors will operate their own vehicles during the contract then they must maintain the same Automobile Liability Coverage as the proponent. Each proponent must state if it or its employees or subcontractors have Automobile Liability Insurance Coverage. The two clauses also apply to those employees or subcontractors who operate their own automobiles on the property of the TVDSB.


Proponents should show proof with the submission of this bid, that upon the award of this contract that it will be covered by Automobile Liability Insurance with coverage limits of \$2 million commercial and \$1 million on all personally owned vehicles per occurrence for liability arising at law for damages caused by reason or bodily injury (including death) or damage to property by its employees or subcontractors. If the proponent does not presently have \$2 million per occurrence of Automobile Liability Insurance Coverage, the proponent shall provide a written assurance from his insurer or agent on the insurer's or the agent's letterhead that liability insurance limits will be increased to \$2 million for commercial Vehicles and \$1 million for personally owned vehicles per occurrence from the commencement of the contract and annually thereafter for the term of the contract, should the contract be awarded to the proponent. The successful proponent(s) further agrees to maintain that good standing throughout the term of the contract.

The TVDSB reserves the right to request proof of coverage anytime throughout the duration of the contract. This liability policy shall contain the following coverage:

Third Party Liability Coverage in the form of OAP-1

Upon an award to the successful proponent(s) by the TVDSB, the successful proponent(s) shall be required to submit certification in a form satisfactory to the TVDSB of the above-mentioned coverage to protect the TVDSB against claims for property damage and personal injuries, including accidental death, caused by the successful proponent(s) or its employees or subcontractors during the performance of its obligations under the contract by way of the ownership or operation of an automobile.

The successful proponent(s) agrees to indemnify, hold harmless, and defend, the TVDSB from and against any and all liability for loss, damage and expense, which the TVDSB may suffer or for which the TVDSB may be held liable by reason of injury (including death) or damage to any property arising out of

	<p style="text-align: center;">Request for Proposal # 117 for Annual Playground Inspections, Naturalized Play Spaces and Repairs</p> <p style="text-align: center;">Schedule C - Submission Requirements</p>
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negligence on the part of the successful proponent(s) or any of its representatives or employees by way of the ownership or operation of an automobile.

Please note that vendors are required to comply with all applicable laws, including CASL, in providing goods or services to the TVDSB. This also extends to communications sent on the TVDSB's behalf. The successful proponent(s) will be required to indemnify the TVDSB for any failure by the successful proponent(s) to comply with CASL, to the extent that the successful proponent(s) action, or inaction, could expose the TVDSB to liability.

Proponents must show proof with the submission of this bid and annually thereafter for the term of the contract that upon the award of this contract that it will be covered for Professional Liability Coverage for liability arising at law for damages caused by reason of professional negligence with the following limits of coverage:

\$1,000.000.00 claim limit

In the event the services of a successful proponent are retained by the TVDSB, all drawings, diagrams, pictures, data, reports, specifications, recommendations, bills of quantities, calculations and other documents prepared or provided by that successful proponent in connection with their services to the TVDSB (the "Documentation") shall be considered "works for hire" and will belong to TVDSB. Any such successful proponent will, on the request of the TVDSB and at such other intervals as may be determined at the time the services of such successful proponent are retained, provide the TVDSB with copies of all such Documentation in both paper form and electronic format (using such format(s) as are readily usable and readable by the TVDSB without the need for any specific software programs (other than Word 2010, Excel 2010, or Adobe Reader)). The TVDSB shall enjoy all copyright and similar rights in the Documentation and the successful proponent agrees to execute all such reasonable documents as may be necessary or advisable for purposes of accomplishing or confirming same.

Part 3: Pricing

DESCRIPTION	QUANTITY	UNIT COST	COMMENTS
Comprehensive visual and physical safety inspection audit, including drop testing, and subsequent reporting of all engineered playground structures and naturalized learning and play spaces at all schools operated by the Thames Valley District School Board in accordance with all applicable standards including the most current CAN/CSA Z614 Standard for Children's Playspaces and Equipment.	389		
Hourly rate - service call/consult quote	N/A		



Request for Proposal # 117 for Annual Playground Inspections, Naturalized Play Spaces and Repairs

Schedule C - Submission Requirements

Part 4: Supply Chain Security

Are you able to deliver the required services in a timely manner.

Part 5: Business Responsiveness

Describe how your organization can ensure on-time delivery.

Part 6: Local Knowledge

Describe the applicable Ontario codes for playground inspections.

END OF SCHEDULE



**Request for Proposal # 117 for Annual Playground
Inspections, Naturalized Play Spaces and Repairs**

Schedule D - RFP Submission Form

TO: TVDSB

Name and Business Address of Proponent:

Phone: _____ **Fax:** _____

Contact name for future correspondence and inquiries:

Name and Title _____ **Phone:** _____

E-mail: _____

We have read and we fully understand, acknowledge, accept and agree to the terms, conditions and the requirements of the RFP Documents, including all Schedules and all addenda issued, and we hereby submit the forms, documents and other material required by the Submission Requirements. Without limiting the foregoing, we understand, acknowledge, accept and agree that:

- (a) **the issuance of the RFP Documents, our preparation and delivery of our Proposal, and the receipt, review and evaluation of our Proposal will not create any contractual relations or obligations, including "Contract A" (sometimes referred to as the "bid contract"), between us and TVDSB;**
- (b) **notwithstanding that we may be awarded a contract, TVDSB has no obligation to issue any Work Orders;**
- (c) **if we receive the written notice described in paragraph 8.1.1 of the Instructions to Proponents we will sign and deliver the signed MSA to TVDSB within 15 business days of our receipt of the same;**
- (d) **the execution of a MSA does not obligate TVDSB to engage us to perform any projects;**
- (e) **Work orders, if any, will be issued in accordance with Section 8.2 of the Instructions to Proponents and will otherwise be subject to the other terms of the MSA;**

We hereby represent that the documents and other material attached to this RFP Submission Form fully respond to Schedule C – RFP Requirements, are complete and accurate, and that TVDSB may rely on all such documents and material submitted.

Capitalized terms used in this RFP Submission Form and not otherwise defined shall have the meanings assigned to them in the Instructions to Proponents.



Request for Proposal # 117 for Annual Playground Inspections, Naturalized Play Spaces and Repairs

Schedule D - RFP Submission Form

1. CONFLICT OF INTEREST

If the box below is left blank, the Proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its Proposal; and (b) there is no foreseeable Conflict of Interest in performing the Services and / or delivering the Goods. Otherwise, if the statement below applies, check the box.

- ☐ We declare that there IS an actual or potential Conflict of Interest relating to the preparation of our Proposal, and/or we foresee an actual or potential Conflict of Interest in performing the Services and / or delivering the Goods.

If a Proponent declares an actual or potential Conflict of Interest by marking the box above, the Proponent must provide and attach details of the actual or potential Conflict of Interest as well as the Proponent's proposed steps that, if implemented, would address the identified actual or potential Conflict of Interest.

2. ATTACHMENTS

We have attached all documents and other material required in response to Schedule C – Submission Requirements. Each attachment addresses the items listed in Schedule C in the order in which they appear, using the same headings and numbering sequence.

Signed and submitted for and on behalf of:

PROPONENT

DATE

SIGNATURE

Name and Title

I have authority to bind the Proponent named above

END OF SCHEDULE



**Request for Proposal # 117 for Annual
Playground Inspections, Naturalized Play Spaces
and Repairs**

Schedule E - Master Services Agreement

Refer to Master Services Agreement, attached separately.

A Proponent's failure to sign and deliver the MSA in accordance with paragraph 8.1.1 will result in the removal of that Proponent from all VOR Lists on which the Proponent was placed.

It is the Proponent's responsibility to read and review the MSA prior to submission.



**Request for Proposal # 117 for Annual
Playground Inspections, Naturalized Play Spaces
and Repairs**

Schedule F - List of Playground Surfaces

Refer to List of Playground Surfaces, attached separately.