



## REQUEST FOR PROPOSALS

RFP – 2019 - 09

### SUMMERLAND OUTDOOR FITNESS EQUIPMENT

RFP ISSUE DATE: **Monday, March 18, 2019**

Two (2) complete original printed copies and one (1) complete digital copy on a USB drive in PDF format of the Proposal in a sealed envelope clearly and plainly marked **“RFP-2019-09 SUMMERLAND OUTDOOR FITNESS EQUIPMENT”** may be hand delivered, couriered or mailed and must be received prior to the Closing Date and Time. Faxed or emailed copies will not be accepted.

Proposals received after the Closing Date and Time will not be considered. Proposals will not be opened in public.

RFP CLOSING DATE: **Friday, April 12, 2019**

RFP CLOSING TIME: **2:00 PM PST**

Delivered to: **Wendy Rose, Manager of Procurement and Contract Administration**  
DISTRICT OF SUMMERLAND  
MUNICIPAL HALL  
PO BOX 159, 13211 HENRY AVENUE  
SUMMERLAND, BC V0H 1Z0

The District's website is the only authorized website to obtain competitive bid documents for the District of Summerland opportunities. The District of Summerland shall not be held responsible for our competitive bid documents that are located on any other website.

## Summary, Contents & Instructions:

### Summary:

Through this Request for Proposals, the District of Summerland is seeking proposals from qualified outdoor fitness equipment providers to offer a selection of Outdoor Fitness Equipment to be installed on a concrete surface in Summerland's Memorial Park.

Further details on the Scope of Work and deliverables are provided in Part A – The Services.

Procurement Documents are available for download at:

- District of Summerland website at [Bid Opportunities](#)

Procurement Opportunities can also be viewed at:

- BC Bid website at [BC Bid](#)
- Civic Info BC website at [Civic Info BC](#)

### Contents:

This Request for Proposals (the "RFP") is organized into the following parts:

- [Part A: The Services](#) – full details of the contracting goods and services required
- [Part B: The RFP Process](#) – the process for submissions, evaluation, and award of the Contract
- [Part C: Proposal Submission Forms](#) – the forms a Proponent should submit in their Proposal

## Part A: The Services

This Part A provides the detail of the goods and services required by the District of Summerland. Proponents should ensure they are fully capable of providing all the goods and deliverables outlined, as this section will form the Scope of Work in the General Services Contract.

### 1. Background:

#### 1.1. The District of Summerland:

The District of Summerland (the “District”) is a municipality of 11,615 residents located in the Okanagan Valley in southern British Columbia, with an unparalleled blend of rural, agricultural and urban living.

Further details on the District can be found at [www.summerland.ca](http://www.summerland.ca)

The District of Summerland is inviting Proposals from qualified providers of Outdoor Fitness Equipment for Summerland’s Memorial Park.

### 2. Scope of Work:

This section details the Scope of Work, requirements and deliverables the District seeks for the purchase and installation of Outdoor Fitness Equipment.

The Outdoor Fitness Equipment will be installed at the following location:

#### 1. **Memorial Park – Map Attached**

9999 Wharton Street  
Summerland, BC

The purpose of the outdoor fitness equipment is to provide the community with an opportunity to utilize a free and accessible exercise circuit designed for people of all ages and ability levels. The District is seeking maximum value and potential fitness experience.

#### 2.1. Key Objectives:

The District’s key objectives are:

1. Acquire fitness equipment that is designed with minimal moving parts or mechanisms that could possibly break or cause accidents;
2. Acquire materials that are durable and suitable for outdoor use in extreme weather conditions (hot & dry, wet, cold, snow, etc.);
3. Maximize a design to be aesthetically pleasing and stylish, blending into the outdoor environment;
4. Obtain fitness equipment that is ergonomic and at the forefront of modern sporting equipment;
5. Ensure all components of the equipment do not contain sharp edges or pose a risk of cutting, snagging to result in an injury;
6. Ensure the variety of equipment pieces proposed must include opportunities for the strength, flexibility, and cardiovascular capacity;
7. Equipment must be appropriate for all ages and ability levels;

8. Equipment must contain Information Panels to identify the use of each piece of equipment for the user;
9. The equipment design and manufacturing must comply with Canada Safety Standards and Regulations for outdoor fitness equipment;
10. Materials used in the proposed design and equipment should be highly vandal and fire resistant; and,
11. Ensure the ease of installation of the equipment and ongoing maintenance for the District staff.

## 2.2. Proposal Submission Requirements:

The Proponents RFP Submission to include the following, but not limited to:

1. Site and equipment layout for a 19' x 59' concrete surface, to scale. Additional graphics, including 3-D perspective drawings are recommended;
2. Photographs and details (including materials) of all proposed equipment pieces;
3. Proposal to include recommended equipment to provide a varied workout for all ages and abilities, including opportunities to develop strength, flexibility and cardiovascular capacity within the proposed budget;
4. Complete details on installation requirements;
5. Complete details on Safety Standards;
6. Warranty details and maintenance requirements;
7. Guaranteed delivery time from confirmation date;
8. Proposal Price to include the delivery of outdoor fitness equipment;
9. Examples and references of the proposed equipment in other communities;
10. The detail and clarity of the proposal will be considered indicative of the proponent's expertise and competence; and,
11. All information provided in the proposal must contain sufficient detail to support the goods and services being proposed.

## 2.3 Additional Proposal Submission Information:

1. Additional equipment options and prices can be provided (if future funding becomes available or if exchanging one piece of equipment for another in the project scope is desired); and,
2. Any additional or value-added equipment or design options.

## 2.4 Budget:

The District is disclosing a maximum budget of **\$27,000** for this RFP. Proponents should provide their required remuneration as a Fixed Total Lump Sum Price, inclusive of all associated costs, as detailed in Part C, Appendix B.

The Budget for the Outdoor Fitness Equipment is all inclusive of associated costs, such as delivery, design layout, fitness equipment, equipment information panels, installation instructions and installation hardware/anchors to affix to a concrete surface.

## 2.5 Timeline:

The District anticipates executing a Contract with the Contractor(s) for the Services no later than **April 18, 2019**.

**2.6 Additional Information:**

It is the District's expectation that the Proponent(s) will develop a comprehensive proposal including the required components and detailing the included deliverables.

Proponents are required to include a separate section in their Proposal that outlines any goods or services they will be providing that are not included in the Scope of Services, but which the Proponent deems necessary to successfully complete this Contract.

## Part B: The RFP Process

This Part B details the terms and conditions of how this RFP process will be run by the District, and how the Contractor will be selected. Proponents to this RFP are to ensure they follow all the terms detailed below. Failure to follow the terms of this Part B may result in a Proposal being rejected.

### 1. Key Details:

#### 1.1. RFP Process:

##### **Not a Tender Call**

This RFP is not a tender call and the submission of any response to this RFP does not create a tender process. This RFP is not an invitation for an offer to contract made by the District.

By this RFP, the District reserves itself the absolute and unfettered discretion to invite Proposal Submissions, consider and analyze submissions, select short-listed Proponents or attempt to negotiate a contract with the successful Proponent as the District considers desirable. Proposal submission by a Proponent and its subsequent receipt by the District does not represent a commitment on the part of the District to proceed further with any Proponent or Project.

#### 1.2. No Obligation to Proceed:

Though the District fully intends, at this time, to proceed through the RFP, the District is under no obligation to award a contract as a result of this RFP. The receipt by the District of any information (including any submissions, ideas, plans, drawing, models or other materials communicated or exhibited by any intended Proponent or on its behalf), shall not impose any obligations on the District. There is no guarantee by the District, its officers, employees or agents, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a Contract with the District.

#### 1.3. RFP Contact Person:

The point of contact at the District of Summerland for any queries or questions related to this RFP is:

- Lori Mullin, Recreation Manager
- Email: [lmullin@summerland.ca](mailto:lmullin@summerland.ca)
- Phone: (250) 404-4084

**Between the dates of March 18 – 29<sup>th</sup> please contact [recreation@summerland.ca](mailto:recreation@summerland.ca) or phone (250) 494-0447.**

Proponents shall carefully review the RFP documents immediately upon receipt of the RFP. The Proponent is solely responsible for seeking any clarification as to the meaning or intent of any provision by notifying the RFP Contact Person, not less than five (5) business days prior to the Closing Date. This will allow the District, at its discretion, to issue addendum prior to Closing Date. Questions received after the Deadline for Questions will be addressed if time permits.

Verbal discussion between District staff or Council with a Proponent shall not become a part of the RFP unless confirmed by a written Addendum. The District shall not be held responsible for any misunderstanding by the Proponent.

1.4. [Timetable:](#)

This RFP process will follow the timetable noted below and may be amended at the District's discretion through the issuance of an addendum to this RFP.

Event:	Date:
Issue Date of this RFP	March 18, 2019
Site Meeting –at 9999 Wharton Street (non-mandatory)	April 3, 2019 at 1:00 PM PST
Deadline for Questions	April 4, 2019 at 2:00 PM PST
Last Day for Issue of Addenda	April 5, 2019
RFP Closing Date and Time:	April 12, 2019 at 2:00 PM PST
Contract Execution Date (estimated)	April 18, 2019
Equipment Completion Date (targeted)	June 30, 2019

1.5. [Site Meeting Details:](#)

A site meeting will be held for this RFP on **Wednesday, April 3, 2019 at 1:00 pm**. The site meeting will be at Memorial Park at 9999 Wharton Street, Summerland, BC.

The Site Meeting is not mandatory. It is the proponent's sole responsibility to measure the area to confirm the site measurements.

Proponents should submit any questions they may have in accordance with this Part B to the RFP Contact Person identified in Section 1.3.

1.6. [Submission of Proposals:](#)

Proposal submission to this RFP are to be addressed to the Manager of Procurement and Contract Administration and submitted to the following address:

- **Closing Location:**  
District of Summerland  
Municipal Hall  
PO Box 159, 13211 Henry Ave  
Summerland, BC V0H 1Z0  
Attention: Wendy Rose, Manager of Procurement and Contract Administration
- **RFP Closing Date and Time:** Proposals must be received no later than the RFP Closing Date and Time detailed in section 1.4 above.
- **Proposal Format:** Two (2) paper originals and one (1) complete digital copy on a USB drive in PDF format, in a sealed envelope or package containing all the information required in the forms listed under Part C – Proposal Submission Forms. The envelope must be clearly marked with the name and address of the Proponent, as well as the words "**RFP-2019-09 SUMMERLAND OUTDOOR FITNESS EQUIPMENT**". If sending by Courier, the Proposal Number and Name should be written on the outside envelope also.
- **Proposal Submission Form (signed and dated):** Proposals to include a completed, signed, and dated Proposal Submission Form acknowledging all Addenda issued by the District. A copy of this form is included in Part C.

- **Proponent Profile:** Proposals shall include a description of the providers capabilities and background that makes it well suited to this project. The profile will also include:
  - The manager who the Proponent has appointed to be the main contact for the District; and,
  - The professional designation, responsibilities, qualifications, and relevant experience, as applicable.
- **Schedule and Price:** Proposals shall include a Fixed Total Lump Sum Price, which must be all-inclusive of the following:
  - All associated costs, such as delivery, design layout, fitness equipment, equipment information panels, installation instructions and installation hardware/anchors to affix to a concrete surface.
- Proposals Submissions may be delivered by hand, mail, or courier to the District address as detailed above in Section 1.6. The District office is open Monday through Friday from 8:30 am to 4:00 pm and is closed on weekends and Province of BC statutory holidays.
- It is the Proponent's sole responsibility to ensure that the Proposal is received before the RFP Closing Date and Time.
- Proposals sent by facsimile or email will not be accepted.
- In the event that only one Proposal Submission is received, the District reserves the right to:
  - return the Proposal Submission unopened;
  - open the Proposal Submission privately. If the Proposal Submission is opened and does not meet the criteria or is in excess of the District's budget, the District reserves the right to re-issue the RFP Documents for re-bid without revising the existing RFP Documents.
  - open the Proposal Submission privately. If the Proposal Submission is opened and the Proposal meets the criteria and is not in excess of the District's budget, the District reserves the right approve and enter into a Contract Agreement with the Proponent without reissuing the RFP.
- Proposals Submissions must be executed by an authorized signatory of the Proponent.
- Proposal Submissions remain valid, and may not be withdrawn, for a period of sixty (60) days following the Closing Date and Time of this RFP and until the final execution of the General Services Contract.
- This RFP and the successful Proponent(s) Submission may form part of any Contract entered into with the District.

**1.7. Fee:**

Proposals must include a Fixed Lump Sum Price, inclusive of all associated costs, including but not limited to the delivery, design layout, fitness equipment, fitness equipment information panels, installation instructions and installation hardware/anchors to affix to a concrete surface.

Proposals should also include a list of any additional fees for services included in the Proponent's proposal that are not required in the Scope of Services and identified as Value-Added.



- a) GST shall not be included in the Contract Fee. GST will be added to the Contract Fee at the time of payment by the District. All other applicable taxes are to be included in the Contract Fee; and,
- b) Proposals must include a Total Lump Price Sum Per Unit that is inclusive of all equipment, delivery, associated expenses, etc. and applicable duties and taxes for the services as outlined in Part C, Appendix B.
- c) Proponents acknowledge that, if it is a non-resident company, payments to the Proponent, as a non-resident, may be subject to withholding taxes under the *Income Tax Act (Canada)*. Further, unless a non-resident Proponent provides the District with an official letter from Canada Revenue Agency waiving the withholding requirements, the District will withhold the taxes it determines are required under the *Income Tax Act (Canada)*.

1.8. References:

Proposals to include three (3) references with whom the Proponent has provided similar products.

1.9. Eligibility:

Proposals will not be evaluated if the Proponent's current or past corporate or other interest may, in the District's opinion, give rise to a conflict of interest in connection with the RFP.

1.10 Sub-Contracting or Assigning:

The Proponent shall not, without the express written consent of the District, assign this proposal or any portion of this proposal or any contract arising from such proposal.

2. Definitions Used in this RFP:

- 2.1. **"Addendum" "Addenda"** means additional information or amendments to this RFP, issued by the District.
- 2.2. **"Agreement"** means the written agreement between the District of Summerland and the successful proponent resulting from this RFP.
- 2.3. **"Best Value"** means the highest total ranked score of evaluation and closest alignment with project goals as determined by the District.
- 2.4. **"CAO"** means the Chief Administrative Officer of the District of Summerland.
- 2.5. **"Contractor"** means the individual, firm, co-partnership, or corporation retained by the District to perform the Project or Work in accordance with the Contract Agreement Documents.
- 2.6. **"Contract"** means a written Agreement for the provision of the Services that may result from this RFP, executed between the District of Summerland and the successful Proponent to this RFP.
- 2.7. **"Closing Date and Time"** means the date and time that Proposals to this RFP must be received.
- 2.8. **"District"** means the District of Summerland.
- 2.9. **"Must", "Mandatory", or "Required"** means a requirement that must be met in order for a Proposal to receive consideration.
- 2.10. **"Project Manager"** means Lori Mullin, Recreation Manager.
- 2.11. **"Proponent"** means a person or entity that submits a Proposal to this RFP.
- 2.12. **"Proponent Submission"** means a response submitted to this RFP.

- 2.13. **“Proposal”** means a Proposal submitted by a Proponent in response to this RFP.
- 2.14. **“Proposal Evaluation Committee”** means the team of qualified staff appointed by the CAO to review and assess Proposals.
- 2.15. **“Sub-Contractor”** means a person, partnership, firm or corporation with whom the Proponent proposes to contract with to deliver part of the services in a subordinate relationship to the Contractor.
- 2.16. **“Request for Proposal”** or **“RFP”** means this Request for Proposals and includes the documents listed in the index and any modifications thereof or additions thereto incorporated by addendum before the Closing Date and Time.
- 2.17. **“Section”** means the numbered section of the referenced part of this RFP.
- 2.18. **“Services”** means the Contract Services which the District seeks to be provided by the Contractor.
- 2.19. **“Work”** means and includes anything and everything required to complete the services for the fulfillment and completion of the Contract.

### 3. Qualifications:

By submitting a Proposal Submission, the Proponent is representing that it has the competence, qualifications, and relevant experience to provide the goods and will employ the same experienced staff to efficiently provide the requirements of the Project.

### 4. Value-Added Services:

Given the District’s objectives and the Proponent’s best practices experience, the Proponent may have additional project offerings that will ensure the overall short and long-term success of the District’s project as defined in this RFP.

The Proponent may include ideas beyond the scope of the RFP that provide added benefit to the District not specifically asked for in this RFP and what the Proponent is prepared to supply and provide as part of the Agreement. Unless otherwise stated, it is understood that there will be no extra costs for these services; however, if the Proponent identifies any additional costs pertaining hereto, the summary and explanation of the value-added costs should be included and identified in the proposed Fee Schedule.

### 5. Amendment of a Proposal by Proponent:

A Proponent may amend a Proposal at any time up until the RFP Closing Date and Time. Amendments to be submitted in the same format as the original Proposal. Amendments to a Proposal must be clearly labelled as such, must contain the RFP reference number and title, and the full legal name and legal address of the Proponent. Amendments must clearly detail which part(s) of the Proposal is being amended or replaced and must not disclose the Proponent’s Fees

Amendments to a Proposal may be sent by fax to (250) 494-1415. If a Proposal Amendment is sent by fax, the Proponent assumes the entire risk that the District will properly receive the fax before the Closing Date and Time. The District shall not be liable to any Proponent for any reason a fax is not properly received.

The Proponent will not change the wording of its Proposal after the RFP Closing Date and Time, and no words or comments will be added to the Proposal unless requested by the District for clarification.

The District reserves the right to disqualify a Proponent if, in the opinion of the CAO or appointed District Representative, an amendment expressly, or by inference, discloses the Proponent's Fees or other material elements of the Proposal such that the confidentiality may have been breached.

Amendments to a Proposal shall be to the attention of the Manager of Procurement and Contract Administration.

#### 6. Withdrawal of a Proposal by Proponent:

A Proponent may withdraw a Proposal that is already submitted at any time throughout the RFP process prior to the Closing Date and Time by contacting the RFP Contact Person. After the RFP Closing Date and Time, all Proposals become irrevocable.

By submission of a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into a Contractual Agreement with the District.

#### 7. Addenda Issued by District:

This RFP may only be amended by way of an Addendum issued in accordance with this Section. At any time up until the Closing Date and Time, the District may issue an Addendum in order to amend, clarify, or answer questions to this RFP. Each Addendum will be issued at the same location and in the same manner as this RFP document (District of Summerland website at [Bid Opportunities](#)). Each Addenda will form an integral part of this RFP. Proponents are solely responsible for checking for Addenda up until the Closing Date and Time. If the District deems it necessary to issue an Addendum after the Last Day for Issue of Addenda, as detailed in Section 1.4 of this Part B, then the District may extend the Closing Date and Time in order to provide Proponents with more time to complete their Proposal.

Proposals must confirm receipt of all Addenda in Part C, Appendix A – Proposal Submission Form of their Proposal.

#### 8. Evaluation of Proposals & Award of Contract:

The District will conduct the evaluation of Proposals and selection of a successful Proponent in accordance with the process detailed in this Section. Evaluation of Proposals will be conducted by a Proposal Evaluation Committee. The District's intent is to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores, and who has the highest overall ranking based on this evaluation process.

##### 8.1. Mandatory Criteria:

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration in the evaluation process.

<b>Mandatory Criteria:</b>	
1	The Proposal must be received by the Closing Date and Time, in accordance with the requirements of Section 1.4 – RFP Timetable
2	The Submission of Proposal must be in accordance with the requirements of Section 1.6 – Submission of Proposals
3	The Submission of Proposal must be received in accordance with the requirements of Section 1.7 – Fee
4	The Proposal must include the following completed form: <ul style="list-style-type: none"><li>• Appendix A – Certification Form</li></ul>

#### 8.2. [Scored Criteria:](#)

Proposals that meet all of the Mandatory Criteria will be further assessed against the following scored criteria.

Scored Criteria	Weighting	Minimum Score (Out of 100)
Best value for budget and diversity of equipment (variety, age-friendly, accessible, etc.)	40%	50
Quality, Durability, Maintenance, Warranty of Equipment, adherence to Outdoor Fitness Equipment Safety Standards	25%	50
Proposed Design Layout	10%	50
Suitability of Proponent's References and Experience with proven success of Outdoor Fitness Equipment in other communities (based on Appendix D submission)	15%	50
Schedule and Timeline of product arrival	10%	50

Proposals that do not meet the minimum score within a scored criterion will not be evaluated further.

#### 8.3. [Scoring Method:](#)

The following method will be used to score the scored criteria:

- Total Fixed Lump Sum Per Unit Contract Price using the following:
  - *best value for budget out of 100*
- Other Criteria: All other criterion will be scored by the evaluation committee out of 100.

#### 8.4. [Clarifications & Remedy Period:](#)

Notwithstanding the requirements for mandatory criteria and scored criteria detailed in this Section 8, the District will allow the following remedies and clarifications at its sole discretion:

- consider and analyze Proposal submissions;
- reject any Proposal it considers not in its best interest;
- to request further details or clarification from the Proponent on aspects of a Proposal;
- to provide written notification to a Proponent which identifies any of the mandatory requirements not met and provide the Proponent with 5 calendar days to remedy and supply the requirements. This option to remedy missing requirements shall not apply to Proposals not received by the Closing Date and Time;
- to meet with the Proponents, either individually or collectively, to discuss the RFP and their submissions;
- after identifying the preferred Proponent, to negotiate any changes, amendments or modifications with the preferred Proponent, without offering the other Proponents the right to amend their Proposals;
- to cancel the RFP at any time without incurring liability to any Proponent;
- to reject any or all Proposals;
- not to accept the Proposal with the lowest fee; and/or,
- to alter any aspects of the RFP in its sole discretion.

It is the nature of the RFP process that the RFP and/or the Proposal in response to the RFP will not constitute a binding Contract, but will only form the basis for the Contract, and does not mean that the Proposal is necessarily acceptable in the form submitted.

**8.5. Ranking of Proponents:**

Following completion of the evaluation against the scored criteria, the weighted scores for each Proposal will be added together, and Proposals will be ranked according to their total weighted scores. The Proponent with the highest-ranked Proposal will be invited to conclude a Contract with the District. In the event, that two or more Proposals have an equal total weighted-scored, then the Proponent with the Lowest Total Price will be invited to enter into a Contract with the District.

**8.6. Conclusion and Execution of a Contract:**

Neither the District nor any Proponent will be legally bound to provide or purchase the Goods or Services until the execution of a written Contract. Following an invitation to a Proponent, by the District, to conclude a Contract, it is expected that the District and that Proponent(s) would enter into discussions which may include, among other things:

- Clarification or amendment to the scope of work, plus any resulting price adjustments, based on items submitted in the Proposal.

The District reserves the right to select more than one Proposal as a result of this RFP. Any Contract(s) awarded as a result of this RFP will be based upon the best overall value to the District, as solely determined by the District.

The District would seek to execute a Contract(s) within 30 days of issuing an invitation to the Proponent(s) to conclude a Contract. If the District and Proponent do not, for any reason, execute a Contract within this time-period, the District may discontinue the process with that Proponent and invite the Proponent with the next-highest-ranked Proposal to conclude a Contract. The District may enter into discussion or negotiations with any Proponent(s) and/or request further information or pursue other options. The District may then continue this process until a Contract is executed, or there are no further Proponents, or the District otherwise elects to cancel the RFP process entirely. For clarity, the District may discontinue discussions with a Proponent if at any time the District is of the view that it will not be able to conclude a Contract with that Proponent.

**9. Other Terms & Conditions of this RFP Process:**

The following terms and conditions shall also apply to this RFP:

**9.1. Proposals in English:**

All Proposals are to be in the English language only.

**9.2. Only One Entity as Proponent:**

The District will accept Proposals where more than one organization or individual is proposed to deliver the Services, so long as the Proposal identifies only one entity that will be the lead entity and will be the Proponent with the sole responsibility to perform the Contract if executed. The District will only enter into a Contract with that one Proponent. Any other entity involved in delivering the Service should be listed as a Sub-Contractor. The Proponent

may include the Sub-Contractor and its resources as part of the Proposal and the District will accept this, as presented in the Proposal, in order to perform the evaluation. All Sub-Contractors to be used in the Service must be clearly identified in the Proposal, including their experience and references as required in Appendix D of Part C.

9.3. [Proposals to Contain All Content in Prescribed Forms:](#)

All information that Proponents wish to be evaluated must be contained within the submitted Proposal. Proposals should not reference external content in other documents or websites. The District may not consider any information which is not submitted within the Proposal or within the pre-prescribed forms set-out in this RFP.

9.4. [References and Experience:](#)

In evaluating a Proponent's experience, as per the scored criteria, the District may consider information provided by the Proponent's clients on the projects submitted in the Proposal and may also consider the District's own experience with the Proponent.

9.5. [RFP Scope of Work is an Estimate Only:](#)

While the District has made every effort to ensure the accuracy of the Services described in this RFP, the District makes no guarantees as to the accuracy of the information provided. Any quantities or measurements provided are estimates only and are provided to describe the general nature and scale of the Services. Proponents must obtain all information they deem necessary, including verification of quantities or measurements in order to complete a Proposal.

9.6. [Proponent's Expenses:](#)

Proponents are solely responsible for their own expenses in participating in this RFP process, including costs in preparing a Proposal and for subsequent finalizations of an agreement with the District, if required. The District will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its Proposal, loss of anticipated profit in connection with any final Contract, or any matter whatsoever.

9.7. [Retention of Proposals and FOIPPA:](#)

All Proposals submitted to the District will not be returned and will be retained in accordance with the *Freedom of Information and Protection of Privacy Act* ("FOIPPA"). Proponents should note that in accordance with the provisions of FOIPPA, certain details of this RFP and any executed Contract may be made public, including the Contractor's Name and total Contract price. Proponents should identify with their Proposal any information which is supplied in confidence, however, Proponents should be aware of and review the District's obligations under FOIPPA and the District's limited ability to refuse to disclose third party information pursuant to section 21 of FOIPPA.

9.8. [Notification and Feedback to Unsuccessful Proponents:](#)

At any time up until or after the execution of a written Contract with the Contractor, the District may notify unsuccessful Proponents in writing that they have not been selected to conclude a Contract. Unsuccessful Proponents may then request a feedback email or telephone call with the District's RFP Contact Person in order to obtain feedback on how their

Proposal failed in the evaluation. Such requests for feedback must be made within 30 days of notification of the RFP results to the unsuccessful Proponent. Details of feedback provided will be at the District's sole discretion in order to protect the confidentiality of other Proponents and the District's commercial interest.

9.9. Conflict of Interest:

All Proponents must disclose an actual or potential conflict of interest, as set-out in Appendix A – Certification Form. The District may, at its sole discretion, disqualify any Proponent from this RFP process, if it determines that the Proponent's conduct, situation, relationship (including relationships of the Proponent's employees and District employees) create or could be perceived to create a conflict of interest.

The District may rescind or terminate a Contract entered into if it subsequently determines that the Proponent failed to declare an actual or potential conflict of interest during this RFP process, as required under Appendix A – Certification Form.

9.10. Confidentiality:

All information provided to Proponents by the District as part of this RFP process is the sole property of the District and must not be disclosed further without the written permission of the District.

9.11. No Contract A and No Claims:

This RFP process is not intended to create and no contractual obligations whatsoever (including what is commonly referred to as 'Contract A') shall arise between the District and any Proponent upon the submission of a Proposal in response to this RFP. For extra clarity, both the Proponent and the District are free to cancel their participation in this RFP process at any time up until the execution of a written Contract for the Services.

Without limiting the above paragraph, no Proponent shall have any claim whatsoever against the District for any damage or other loss resulting from a Proponent's participation in this RFP, including where the District does not comply with any aspect of this RFP and including any claim for loss of profits or Proposal preparation costs should the District not execute a Contract with the Proponent for any reason whatsoever.

9.12. Ownership of Materials:

All information provided by the Proponents, as it relates to the RFP submission, shall remain the exclusive property of the District and will not be returned to the Proponent. The District will retain ownership of all confidential information, related materials and documentation, contained in or derived from the RFP.

9.13. No Advertising of Relationship:

The awarding of a Contract will not permit the Proponent(s) to advertise the relationship with the District, without prior written authorization of the District.

9.14. [Right to Cancel RFP:](#)

Although the District fully intends to conclude a Contract as a result of this RFP, the District may at its sole discretion, cancel or amend this RFP process at any time without any liability to any Proponent.

9.15. [Governing Law and Trade Agreements:](#)

This RFP is governed by the laws of the Province of British Columbia and any other agreements which exist between the Province of British Columbia and other jurisdictions.



## Part C: Proposal Submission Forms and Instructions

This Part C contains forms detailing the information that should be included in a Proposal, as detailed under Section 6 of Part B.

### Part C Contents:

This Part C contains the following forms:

- Appendix A – Proposal Submission Form
- Appendix B – Pricing Form
- Appendix C – Suitability of Methodology
- Appendix D – Experience Form

## APPENDIX A – PROPOSAL SUBMISSION FORM

Proponents to include the details requested in this Appendix A, as detailed in Part B, The RFP Process.

### 1. Proponent Details:

Full Legal Name of Proponent:	
Other "DBA" Names the Proponent Uses:	
Registered Address:	
Proponent Contact Person Name & Title:	
Contact Person Phone No.:	
Contact Person Email:	

### 2. Certification & Acknowledgement of RFP Process:

By signing this Appendix A – Proposal Submission Form, we the Proponent, certify and acknowledge the following:

- a. We have carefully read and examined this RFP document, including all Parts and Appendices, and have conducted such other investigations as were prudent and reasonable in preparing this Proposal. We are able to provide the Services detailed in Part A for the pricing submitted in this Proposal.
- b. We certify that the statements made in this Proposal are true and submitted in good faith.
- c. We acknowledge and understand that the RFP process and the submission of this Proposal do not give rise to any contractual obligations whatsoever (including what is commonly referred to as 'Contract A') between the District and us, the Proponent, and that no contractual obligations shall arise between the District and us, the Proponent, until and unless we execute a written Contract with the District.
- d. We certify that in relation to this RFP process, we have not engaged in any conduct which would constitute a conflict of interest and we understand that a conflict of interest would include the following situations:
  - i. The Proponent has an unfair advantage or engages in conduct which may give it an unfair advantage;
  - ii. The Proponent has had access to confidential information of the District which is not available to other Proponents to this RFP.
  - iii. The Proponent has influence over an employee of the District who is a decision-maker involved in this RFP process, which could reasonably be perceived as giving the Proponent an unfair advantage or preferential treatment.

3. Confirmation of Addenda Received:

We confirm receipt of the following addenda that were issued by the District up until the Closing Date and Time:

Addendum #	Issued On Date:

4. Certification Signature:

The Proponent hereby certifies that the above statements are true and that the individual signing below has the authority to bind the Proponent:

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name of Proponent Representative

\_\_\_\_\_  
Title of Proponent Representative

\_\_\_\_\_  
Date

## APPENDIX B – PRICING FORM

Proposals to include a Fixed Lump Sum Price and Value-Added Services in a format of your choice, and should detail the following in order for the District to be able to evaluate the level of effort included as per the Scored Criteria of Part B.

### 1. Pricing Basis:

Pricing entered into the table of section 2 below, shall be on the following basis:

- a. All Prices are in Canadian funds, are inclusive of all applicable duties and taxes, except the GST which shall be itemized separately where indicated.
- b. The Total Fixed Lump Sum Price is all-inclusive and includes outdoor fitness equipment, brackets and installation materials, supplies, site visits, travel, overheads, delivery, expenses, disbursements, and all other costs and fees necessary to deliver the Services outlined in Part A.

### 2. Fixed Lump Sum Price Per Units for the Goods:

For completion of all Services detailed in Part A, the Contractor will be compensated the Fixed Lump Sum Price for Goods as indicated below:

Outdoor Fitness Equipment	Fixed Lump Sum Price
List all proposed equipment/product and parts separately	
Delivery	
Other (please list)	
<b>TOTAL FIXED LUMP SUM CONTRACT PRICE:</b>	<b>\$</b>
GST:	<b>\$</b>

### 3. Optional or Value-Added Services:

Value-Added Services/Products	Fixed Lump Sum Price
Please list each item/product separately	
<b>TOTAL FIXED LUMP SUM CONTRACT PRICE:</b>	<b>\$</b>
GST:	<b>\$</b>

## APPENDIX C –SUITABILITY OF METHODOLOGY:

Proposals should include, in a format of your choice, the details requested in this Appendix C – Suitability of Methodology Form, as detailed under Part B. This section of your Proposal must be labelled as “Appendix C –Suitability of Methodology”.

### Evaluation Factors:

Factors to be considered during the evaluation in assessing suitability of methodology will include:

- Quality and suitability of the products, suitability and deliverables proposed in order to meet the scope of work requirements detailed in Part A;
- Demonstration that the Proponent understands the products required and factors to be considered during the Services;
- Experience and expertise of the proponent;
- Ease of working with the proponent;
- Qualifications and Certifications for the Proponent;
- Suitability of the methodology proposed; plus
- Level of effort and hours proposed for the products and delivery (as per the Task Fee Schedule submitted under Appendix B).

### 1. Suitability of Methodology:

Please provide, on a separate sheet and in a format of your choosing, details of the methodology, products and deliverables your company and sub-Contractors (if applicable) proposes in order to deliver the Goods and Services outlined in Part A.

### 2. Team:

Please provide, in a format similar to the table below, details of the team members (if applicable) from your company, and from Sub-Contractors (if applicable), that will deliver the Goods and Services outlined in Part A. Please also attach a resume for each named team member which provides an overview of their experience relevant to delivering the Goods and Services.

Name:	Position:	Qualifications/Certifications:

## APPENDIX D – EXPERIENCE FORM

Proposals should include, in a format of your choice, the details requested in this Appendix D – Experience Form, as detailed under Section 8.2 (Scored Criteria) of Part B. Proponents should provide details on 3 projects completed in the last 5 years which are the most relevant and similar to the Goods and Services. Proponents should note that the District may contact the client to provide a reference on the experience listed (including amending scoring in the evaluation based on the client's feedback).

### Evaluation Factors:

Factors to be considered during the evaluation in assessing suitability of experience will include:

- Suitability of experience to provide similar products;
- Feedback from Client references, if the District chooses to contact references; and
- The District's own experience.

### Project Experience #1

Client Name:	
Project Name:	
Date Proponent Started Work on Project:	
Date Proponent Finished Work on Project:	
Brief Description of Project and Services Proponent Performed:	
Value of Proponent Contract on this Project (excluding GST):	

### Project Experience #2

Client Name:	
Project Name:	
Date Proponent Started Work on Project:	
Date Proponent Finished Work on Project:	
Brief Description of Project and Services Proponent Performed:	
Value of Proponent Contract on this Project (excluding GST):	

### Project Experience #3

Client Name:	
Project Name:	
Date Proponent Started Work on Project:	
Date Proponent Finished Work on Project:	
Brief Description of Project and Services Proponent Performed:	
Value of Proponent Contract on this Project (excluding GST):	







DISTRICT OF  
SUMMERLAND

DRAWN	CB
DESIGN	CB
APPROVED	LM
DATE	03/11/19
SCALE	
NTS	

Works and Utilities	
9215 Cedar Ave	
9999 Wharton St	
Memorial Park - Concrete Pad	

DRAWING #	REV. #
1	0
REV. #	DATE
0	03/11/19