

INVITATION TO BID FOR CALLING LAKE PLAYGROUND

IMPORTANT NOTICE FOR THIS OPPORTUNITY

- The bid document(s) for this opportunity has been posted on https://www.nsd61.ca for viewing and downloading.
- Submissions will be received via Courier, Canada Post or in person.

REQUIREMENTS:

1. Questions

Questions related to this opportunity are to be submitted to Trudy Rasmuson, Secretary-Treasurer at (780) 624-2060 ext. 6141 or via email to <u>Trudy.Rasmuson@nsd61.ca</u>.

TABLE OF CONTENTS

PART 1 -	- INVITIATION TO BID AND SUBMISSION INSTRUCTIONS	5
1.1	INVITATION TO PROPONENTS	
1.2	INVITATION TO BID CONTACT	5
1.3	TYPE OF CONTRACT FOR DELIVERABLES	5
1.4	BID TIMETABLE	5
1.5	SUBMISSION OF BIDS	6
1.5.1	Bids to be Submitted on Time	6
1.5.2	Addenda	6
1.5.3	Amendment of Bids	6
1.5.4	Withdrawal of Bids	6
PART 2 -	- EVALUATION, NEGOTIATION AND AWARD	7
2.1	STAGES OF EVALUATION AND NEGOTIATION	7
2.2	STAGE I – MANDATORY SUBMISSION REQUIREMENTS	7
2.3	STAGE II – EVALUATION	7
2.3.2	Rated Criteria	7
2.4	STAGE III – PRICING	7
2.5	STAGE IV – RANKING AND CONTRACT NEGOTIATIONS	7
2.5.1	Ranking of Proponents	7
2.5.2	Notification of Negotiation Status	7
PART 3 -	- TERMS AND CONDITIONS OF THE BID PROCESS	8
3.1	GENERAL INFORMATION AND INSTRUCTIONS	8
3.1.1	Proponents to Follow Instructions	8
3.1.2	Bids in English	8
3.1.3	No Incorporation by Reference	8
3.1.4	References and Past Performance	
3.1.5	Information in invitation Only an Estimate	
3.1.6	Proponents to Bear Their Own Costs	8
3.1.7	Bid to be Retained by the Division	8
3.1.8	No Guarantee of Volume of Work or Exclusivity of Contract	
3.1.9	Trade Agreements	
3.2	COMMUNICATION AFTER ISSUANCE OF INVITAITION	
3.2.1	Proponents to Review bid	
3.2.2	All New Information to Proponents by Way of Addenda	
3.2.3	Post-Deadline Addenda and Extension of Submission Deadline	
3.2.4	Verify, Clarify and Supplement	
3.3	NOTIFICATION AND DEBRIEFING	
3.3.1	Notification to Other Proponents	
3.3.2	Debriefing	
3.3.3	Procurement Protest Procedure1	
3.4.4	Past Performance or Past Conduct1	
3.4	FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT	
3.5	CONFIDENTIAL INFORMATION 1	
3.6	PROCUREMENT PROCESS NON-BINDING	
3.7	LITIGATION	
3.8	CANCELLATION1	
3.9	GOVERNING LAW AND INTERPRETATION1	1

3.10 OTHER POWERS AND PRIVILEGES OF DIVISION	
APPENDIX A – FORM OF AGREEMENT	Error! Bookmark not defined.
APPENDIX B – SUBMISSION FORM	13
APPENDIX C – PRICING	14
APPENDIX D – INVITATION TO BID PARTICULARS	
A. THE DELIVERABLES	
B. MATERIAL DISCLOSURES	
C. MANDATORY SUBMISSION REQUIREMENTS	
D. MANDATORY TECHNICAL REQUIREMENTS	
E. PRE-CONDITIONS OF AWARD	
F. VENDOR PERFORMANCE EVALUATION	Error! Bookmark not defined.
G. RATED CRITERIA	
H. SUGGESTED BID CONTENT FOR NON-PRICE CRITERIA	
APPENDIX E - H – ADDITIONAL DOCUMENTS	21



PART 1 – INVITIATION TO BID AND SUBMISSION INSTRUCTIONS

1.1 INVITATION TO PROPONENTS

This Invitation to Bids (the "**BID**") is an invitation by Northland School Division No. 61 (the "Division") to prospective proponents to submit bids ("**Bids**") for **Calling Lake Playground** as further described in Section A (Appendix D) (the "**Deliverables**").

Northland School Division No. 61, with its head office in Peace River, Alberta, invites bids from qualified and experienced professionals for the installation of a children's playground located in Calling Lake, Alberta, in the Municipal District of Opportunity No. 17.

1.2 INVITATION TO BID CONTACT

For the purposes of this procurement process, the "Invitation to Bid Contact" will be:

Contact: Trudy Rasmuson, Secretary-Treasurer

Email: Trudy.Rasmuson@nsd61.ca

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

1.3 TYPE OF CONTRACT FOR DELIVERABLES

The selected proponent will be requested to enter into a direct contract to finalize an agreement with the Division for the provision of the Deliverables. The terms and conditions found in this document are to form the basis of the bid between the Division and the selected proponent. It is the Division's intention to enter into an agreement with only one (1) legal entity. The term of the agreement is until the completion of the Deliverables.

The Division conducts vendor performance evaluations on all contracts.

1.4 BID TIMETABLE

Issue Date of Invitation to Bid	August 2, 2019
Deadline for Questions	August 16, 2019 @ 14:00:59 local time
Submission Deadline	August 30, 2019 @ 14:00:59 local time
Evaluation of Bids	Completed by September 6, 2019
Contract Negotiation Period	Ten calendar days
Anticipated Execution of Agreement	September 2019

The bid timetable is tentative only and may be changed by the Division at any time. For greater clarity, business days means all days that the Division is open for business.



1.5 SUBMISSION OF BIDS

BIDS WILL ONLY BE RECEIVED BY COURIER, CANADA POST OR IN PERSON DELIVERY IN A SEALED ENVELOPE CLEARLY MARKED "INVITATION TO BID – CALLING LAKE PLAYGROUND".

Canada Post:	PO Bag 1400 Peace River, Alberta	T8S 1V2
Courier or in person:	9809-77 th Avenue Peace River, Alberta	T8S 1C9

1.5.1 Bids to be Submitted on Time

Proponents are cautioned that the timing of their bid submission is based on when the bid is received by the Peace River Division office, not when a bid is mailed.

For the above reasons, it is recommended that sufficient time be set aside to complete the bid and to resolve any issues that may arise prior to the submission deadline. The submission time shall be determined by receipt stamp on the bid.

Late bids are not permitted.

1.5.2 Addenda

If the Division, for any reason, determines that it is necessary to provide additional information relating to this bid, it will be posted online at <u>https://www.nsd61.ca/</u>.

If a proponent submits their bid prior to the submission deadline and an addendum is subsequently issued. The proponent is solely responsible to:

- i) make any required adjustments to their bid;
- ii) acknowledge all addenda; and
- iii) ensure the re-submitted bid is received by the Division no later than the stated submission deadline.

1.5.3 Amendment of Bids

Proponents may amend their bids prior to the submission deadline. The proponent is solely responsible for ensuring the re-submitted bid is received by the Division no later than the submission deadline.

Any bid amendment should clearly indicate which part of the bid the amendment is intended to amend or replace.

1.5.4 Withdrawal of Bids

At any time throughout the bidding process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted bid. To withdraw a bid, the proponent must send a notice of withdrawal to the Bid Contact.

[End of Part 1]



PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 STAGES OF EVALUATION AND NEGOTIATION

The Division will conduct the evaluation of bids and negotiations in the following stages:

2.2 STAGE I – MANDATORY SUBMISSION REQUIREMENTS

Stage I will consist of a review to determine which bids comply with all of the mandatory submission requirements. If a bid fails to satisfy all of the mandatory submission requirements, the bid will be disqualified.

2.3 STAGE II – EVALUATION

Subject to the Division's reserved powers and privileges stated in this Invitation to Bid, Stage II will consist of the following stages:

2.3.1 Mandatory Technical Requirements

The Division will review the bids to determine whether the mandatory technical requirements as set out in Section D (Appendix D) have been met. Questions or queries on the part of the Division as to whether a bid has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria

The Division will evaluate each qualified bid on the basis of the non-price rated criteria as set out in Section F (Appendix D).

2.4 STAGE III – PRICING

Stage III will consist of a scoring of the submitted pricing of each qualified bid in accordance with the price evaluation method set out in pricing (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

2.5 STAGE IV – RANKING AND CONTRACT NEGOTIATIONS

2.5.1 Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract to finalize the agreement with the Division.

2.5.2 Notification of Negotiation Status

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]



PART 3 – TERMS AND CONDITIONS OF THE BID PROCESS

3.1 GENERAL INFORMATION AND INSTRUCTIONS

3.1.1 Proponents to Follow Instructions

Proponents should structure their bids in accordance with the instructions in this Invitation to Bid. Where information is requested in this invitation, any response made in a bid should reference the applicable section numbers of this invitation.

3.1.2 Bids in English

All bids are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the proponent's bid should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's bid but not attached will not be considered to form part of its bid.

3.1.4 References and Past Performance

In the evaluation process, the Division may include information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with the Division or other institutions.

3.1.5 Information in invitation Only an Estimate

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

3.1.6 Proponents to Bear Their Own Costs

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

3.1.7 Bid to be Retained by the Division

The Division will not return the bid, or any accompanying documentation submitted by a proponent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

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

3.1.9 Trade Agreements

Proponents should note that procurements at this estimated value may fall within the scope of and are subject to Chapter 5 of the Canada Free Trade Agreement, New West Partnership Trade Agreement or Chapter 19 of the Comprehensive Economic and Trade Agreement but that the rights and obligations of the parties will be governed by the specific terms of this bid.



3.2 COMMUNICATION AFTER ISSUANCE OF INVITAITION

3.2.1 Proponents to Review Bid

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

3.2.2 All New Information to Proponents by Way of Addenda

This invitation may be amended only by addendum in accordance with this section. If the Division, for any reason, determines that it is necessary to provide additional information relating to this invitation such information will be communicated to all proponents by addendum. Should the Division issue an addendum to the invitation it will be posted only on the Division's website. Each addendum forms an integral part of this invitation and may contain important information, including significant changes to this invitation. Proponents are responsible for obtaining all addenda issued by the Division.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the Division determines that it is necessary to issue an addendum, the Division may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating bids, the Division may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's bid, including but not limited to clarification with respect to whether a bid meets the mandatory technical requirements set out in Section D of the bid Particulars (Appendix D). As part of this clarification process, the Division may invite some or all of the proponents to appear before its evaluation team to provide clarifications of their bids. In such event, the evaluation team will be entitled to consider the answers received in evaluating bids. The Division may revisit, re-evaluate and rescore the proponent's response or ranking on the basis of any such information.

3.3 NOTIFICATION AND DEBRIEFING

3.3.1 Notification to Other Proponents

Once an agreement is executed by the Division and a proponent, the other proponents will be notified by public posting, in the same manner that this bid was originally posted, of the outcome of the procurement process.

3.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the bid Contact and must be made within thirty (30) days of such notification.



3.3.3 Procurement Protest Procedure

If a proponent wishes to challenge the bid process, it should provide written notice to the bid Contact. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome.

3.4.4 Past Performance or Past Conduct

The Division may prohibit a Proponent from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct;
- (b) the refusal of the Proponent to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the Division, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.4 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- (a) Information provided in this Invitation to Bid and any other information provided by the Division to the proponents or provided by the proponent to the Division as part of or subsequent to the bid is subject to the *Freedom of Information and Protection of Privacy Act (Alberta)*.
- (b) Where applicable, the proponent may identify, under separate covering letter, those portions of any submission from the proponent to the bid Contact that the proponent considers confidential and what harm could reasonable by expected from discloser. The Division does not warrant that such identification will preclude disclosure if disclosure is required under the *Freedom of Information and Protection of Privacy Act (Alberta)*.

3.5 CONFIDENTIAL INFORMATION

3.5.1 Confidential Information of the Division

All information provided by or obtained from the Division in any form in connection with this bid either before or after the issuance of this bid.

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

3.5.2 Confidential Information of Proponent

A proponent should identify any information in its bid or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Division. The confidentiality of such information will be maintained by the Division, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Division to advise or assist with the bid process,



including the evaluation of bids. If a proponent has any questions about the collection and use of personal information pursuant to this bid, questions are to be submitted to the bid Contact.

3.6 PROCUREMENT PROCESS NON-BINDING

3.6.1 No Contract A and No Claims

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

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

3.6.2 No Contract until Execution of Written Agreement

This bid process is intended to identify prospective Proponents for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the Division by this bid process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-binding Price Estimates

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

3.7 LITIGATION

The Division may not consider bids received from individuals or legal entities engaged in litigation with the Division as a party adverse in interest at the time of this bid. Bids received from such individuals or legal entities may be rejected.

3.8 CANCELLATION

The Division may cancel or amend the bid process without liability at any time.

3.9 GOVERNING LAW AND INTERPRETATION

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

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



3.10 OTHER POWERS AND PRIVILEGES OF DIVISION

Notwithstanding any other provision of this bid, the Division reserves to itself the following powers and privileges

- (a) make public the names of any or all proponents;
- (b) waive formalities and accept bids that substantially comply with the requirements of this bid;
- (c) check references other than those provided by any proponent;
- (d) disqualify a proponent, rescind a notice of selection or terminate a contract subsequently entered into if the Proponent has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (e) select a proponent that the Division considers provides the best value to the Division and other than the proponent whose bid reflects the lowest cost to the Division;
- (f) issue another Invitation to Bids for the same or similar work or deliverables or on the same or different terms, sole source the contract to anyone, or do nothing further, without liability to any proponent or non-proponent;
- (g) enter into discussion with one or more of the proponents without such discussions in any way creating a binding contract between the Division and any such proponent;
- (h) negotiate changes to the scope of Deliverables with any one or more proponents without having any duty or obligation to advise any or all other proponents;
- (i) change the date to accept a bid; or
- (j) accept any bid in whole or in part; and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

[End of Part 3]



APPENDIX A – SUBMISSION FORM



.

APPENDIX B – PRICING



APPENDIX C – INVITATION TO BID PARTICULARS

A. THE DELIVERABLES

Northland School Division No. 61 with its head office in Peace River, Alberta, invites bids from qualified and experienced professionals for the installation of a children's playground located in Calling Lake subdivision within our service area of the Municipal District of Opportunity No. 17.

The Division is seeking bids that will include playground concepts, layout and surface drainage. Bids are to include costs outlining services for site analysis, detailed design, construction and installation responsibilities, construction supervision, safety requirements and production of as-built drawings.

The plays structure should be ordered in early September 2019 and installed during the fall months. Proponents are to provide a construction schedule for the estimated completion date of November 15, 2019.

The project is to be completed to current CAN/CSA - Z614-14 playground standards. All bids are to incorporate applicable laws and standards for school playgrounds.

The warranty period of 24 months will commence on the date the project receives CCC issued by the Municipal District of Opportunity No. 17. Warranty is applicable to all work performed under this contract. The proponent shall assume full responsibility for the proper instillation of the playground. The proponent shall make all necessary efforts to handle any warranty claims in a reasonable time period.

The total approved budget for this project is \$225,000.00 for all cost incurred during this project.

Bids and Design

Location: The proposed location for the new playground is located in the community of Calling Lake at the Calling Lake School.

Proponent shall provide the following:

- 1. Site assessment, preparation and surveying of site by a registered Land Surveyor to determine site layout and drainage options.
- 2. Provide design concepts, layout drawings, grading drawings and detailed design drawings.
- 3. The list of equipment to be installed is:
 - 1 Disc swing (or equivalent)
 - 10' Traditional swing with 8 belt seats (or equivalent)
 - Tetherball post, rope, ball and hardware (or equivalent)
 - Triple Hoop (Funnel Ball) (or equivalent)
 - Basketball hoop and net (or equivalent)
 - Custom Round-3.5 Play System (or equivalent)
 - Custom Round-5 Play System (Slide) (or equivalent)
 - Spinnerround pyramid with deck (or equivalent)
 - Supernova (or equivalent)
- 4. Construct and install playground.
- 5. Meet construction timelines.
- 6. A detailed fee schedule to complete the work plan.
- 7. Provide As-Built drawings of the completed project.



8. Inspection certificate, indicating that the playground and equipment meets the requirements of CSA Z614-14, as reflected in the As-Built drawings.

Guiding Principles

The playground is to reflect the following guiding principles:

- 1. To meet recreational needs of all students, every day, all year.
- 2. To meet the needs of primary user groups.
- 3. To be wheelchair accessible and promote inclusive play, while being challenging for older children.

Pre-Design

- 1. A detailed soil design will be developed by the proponent and shall be include with all bids.
- 2. The successful proponent will develop all construction drawings for the playground, including but not limited to a grading plan, layout plan, and all other related site amenities.
- 3. Consultation and review with Northland School Division No. 61 staff will be required throughout the development of the construction drawings.
- 4. The proponent will oversee all construction activities, provide ongoing construction inspections and report to the Northland School Division No. 61's Project Manager.

Detailed Criteria

- 1. Site Preparation
 - The Contractor will be responsible for the locates of all Municipal and third-party services/utilities.
 - Access to the site, as required by the Contractor will be provided and maintained by the Contractor, at their own expense and approved by a Municipal representative, prior to construction.
 - All precautions must be taken as to not disturb the area around the work site.
 - The Contractor will be responsible to ensure safety fencing and signage.
 - The Contractor must protect any trees in the work site. No trees and/or plant material will be removed during construction without consent from the project manager.
- 2. Earthworks
 - All required excavations and removal of materials must be done as per Municipal District of Opportunity No. 17 Engineering Servicing Standards (ESS), Section 10 Landscape and Park Development Standards. See Sections 10.2 and 10.7.
 - Contractor is to maintain the site and keep it clear and free of disposal material.
- 3. Supply and Install Reinforced Concrete Border with Drainage
 - Supply and install reinforced concrete border with drainage as per current Municipal District of Opportunity No. 17 Engineering Servicing Standards (ESS), Section 10 Landscape and Park Development Standards (10.7.2).
 - Ensure areas adjacent to playground are graded to ensure positive drainage.
- 4. Supply and Install Playground Equipment
 - To be installed as per manufacturer's specifications and all equipment must meet CSA standards and Municipal District of Opportunity No. 17 Engineering Servicing Standards (ESS), Section 10 Landscape and Park Development Standards.
- 5. Supply and Install Site Furniture
 - Install all site furnishings in accordance with the manufacturer's specifications and per Municipal District of Opportunity No. 17 Engineering Servicing Standards (ESS), Section 10 Landscape and Park Development Standards. See Sections 10.7.



- 6. Supply and Install Engineered Wood Fiber Safety Surfacing
 - Supply and install Engineered Wood Fiber at depth of 350mm. must include a drainage system to be verified prior to installation.
- 7. Site Clean-up & Restoration
 - Play equipment must be clean and ready for use.
 - Site cleanup and repair of any damages to the site. Contractor must sod any disturbed areas and restore the site to original conditions.

Construction & Project Management & Schedule

Site Analysis, Preparation, and Surveying

The proponent will review and compile a detailed inventory of the location, including but not limited to:

- 1. Complete on-site analysis of the proposed location of the playground conditions and potential opportunities.
- 2. Proponent is responsible to verify all utilities locates.
- 3. Obtain all necessary permits and licenses.
- 4. Assess the site for existing conditions that will affect the playground design or installation and develop a plan to minimize disturbance or existing or purposed structures and landscape.

Construction, Supervision, and Inspection

The proponent will be responsible for providing construction, supervision and inspection including but not limited to:

- 1. Proponent is responsible for all utility locates.
- 2. Signage must be posted and highly visible stating the area is closed for construction.
- 3. Safety fencing is to encompass entire work area at all times.
- 4. All excess materials must be removed from site. No excess materials are to be left on site.
- 5. Proponent is to follow all manufacturer installation specifications.
- 6. Materials to be used in construction will be evaluated based on their abilities to withstand rigorous use in a northern climate.
- 7. Ensure that all required standards are met, and quality is maintained.
- 8. Supervision over the construction timelines submitted in the bid.
- 9. A detailed worksite safety plan that meets or exceeds the Alberta Occupational Health and Safety Code and the Alberta Construction Safety Association Guidelines.

Project Management, Administration, and Construction

Actively manage the project from onset through to the Construction Completion Certificate (CCC) for the installation of the playground issued by the Division. All work will be completed in accordance with the Engineering Servicing Standards, current edition. Proponent must request and be present for formal inspections.

Work Plan Schedule

The Proponent will provide a detailed schedule, with key tasks, milestones and on-site meetings clearly identified to meet the anticipated timelines of this project, along with working days and a specific work plan which identifies how the proponent will ensure project completion by November 15, 2019.

B. MATERIAL DISCLOSURES

(a) The terms and conditions as per Appendix A will govern the performance of the contract.



(b) Northland School Division No. 61 reserves the right to award the Contract based upon budget approval, on a split order basis, lump sum basis, or individual-item basis or such combination as will best serve the interests of the Division.

C. MANDATORY SUBMISSION REQUIREMENTS

- 1. Submission Form (Appendix A)
- 2. Pricing (Appendix B)
- 3. Other Mandatory Submission Requirements
 - Proposed Work Plan
 - Design/Layout of playground and components
 - Proof of Insurance
 - WCB Clearance Letter

D. MANDATORY TECHNICAL REQUIREMENTS

N/A

E. PRE-CONDITIONS OF AWARD

If Division selects a bid, it shall issue a letter to the selected proponent requesting documented evidence of the proponent's compliance with the following conditions prior to executing the Form of Agreement:

- General Liability Insurance
- Other Insurance as detailed in the Form of Agreement
- Letter of good standing from the Workers' Compensation Board

All documentation must be provided within ten (10) business days of the request.

F. RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria of the bid. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process. A minimum threshold score consists of providing the documents as outlined, with sufficient detail to enable assessment by NSD administration.

Rated Criteria Category	Submission Method	Weighting (Points)
Core Capabilities - Corporate Profile - Project Experience and Past Performance	Form	20
Project Delivery - Project Comprehension - Project Team - Work Plan Management	Form with Document	40
Schedule - Work plan schedule	Form with Document	20
Pricing (See Appendix C for details)	Form	20
Total Points		100



The Division reserves the right to conduct a financial check on a proponent and disqualify any proponent whose financial capacity is not acceptable to the Division.

G. SUGGESTED BID CONTENT FOR NON-PRICE CRITERIA

Proponents should demonstrate their firm's ability to deliver high quality services and deliverables as specified in the bid Particulars by providing details of the Consultant's operations and capabilities including the following.

CORE CAPABILITIES

- 1.0 <u>Corporate Profile</u>
- 2.0 <u>Project Experience and Past Performance</u>

PROJECT DELIVERY

- 3.0 <u>Project Comprehension</u>
- 4.0 <u>Project Team</u>
- 5.0 <u>Work Plan Management</u>

SCHEDULE

6.0 <u>Work Plan Schedule</u>

PRICING

7.0 <u>Project Costs and Fee Bids</u>



APPENDIX E (ADDITIONAL DOCUMENTS)



APPENDIX F – SUBJECT AREA MAP



APPENDIX G – SITE PLAN DETAILS



APPENDIX H – CONCRETE EDGER DETAIL

Schedule of Prices

Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for GST, which should be itemized separately

Rates quoted by the bidder must be all-inclusive and must include all labour and material costs, all freight and carriage costs, all insurance costs, all costs of delivery to the Division, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

*Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

ricing		
Line Item	Description	Price (CAD) *
1	Cost to complete Scope for the Playground	
	Subtotal:	

Summary Table

 Bid Form
 Amount

 Pricing
 Image: Contract Amount:

Specifications

Proponent Information

Line Item	Description	Response *
1	Proponent Contact Name	
2	Proponent Contact Title	
3	Proponent Contact Phone	
4	Proponent Contact Email	

Business License

The awarded vendor must provide a copy of their Business License with the signed award letter. All related information on obtaining a Business License can be found here:

Description	Response *
Does the company bidding on this project have a Business license and/or understand that obtaining a valid license must accompany the signed award letter.	

Core	ore Capabilities - Corporate Profile				
Line Item	Description	Response *			
	A description of the overall company, in enough detail to explain how the proponent is organized and its areas of business.				
	A description of how the staff, organization and financial resources ensure the ongoing ability to provide timely and professional services to the Division.				
	Provide a summary of the corporate history including the full legal name of the company.				
4	Provide company address.				
5	Provide the name of the company President or Owner.				
6	Provide the date the company started business.				
7	Total number of employees.				

8	Provide details of any and all subcontracting arrangements proposed by the proponent.	
9	Provide details of any joint ventures, consortiums or partnerships that may be used to complete the Work.	

Core Capabilities - Project Experience and Past Performance

Northland School Division No. 61 is seeking a supplier that has implemented similar services with a Division of similar size.

Proponent should provide a minimum of 3 projects similar to the services requested in this bid.

Line Item	Description	Project #1 *	Project #2 *	Project #3 *
1	The name of the Company/Clients.			
2	The size and nature of the project.			
3	The duration of the project.			
4	An overall description of the project and work completed.			

Project Delivery - Project Comprehension

The proponent should briefly outline the key objectives, priorities and requirements of the services required, to demonstrate its understanding of the intent and scope of this bid.

Line Item	Description	Response
	Describe why it is the best fit to provide the services and outline the key strengths the proponent will bring to the work.	
	Provide a summary of its understanding of the main challenges and opportunities that face Northland School Division No. 61's service requirements.	
3	Identify any special needs, risks or considerations that the Northland School Division No. 61 may not have identified and suggest approaches for addressing them.	
	Explain the benefits to the Northland School Division No. 61 beyond the described scope of work.	•
5	Explain how your solution will be play inclusive.	
6	Additional Information.	

Project Delivery - Proposed Project Team

Proponents should demonstrate their proposed team's capacity to manage the Work and produce the deliverables by providing details of team member qualifications, experience and expertise relative to the Work as follows

Line Item	Name	Title	Role	Duties and Responsibilities	
1				,	*

Project Delivery - Work Plan Management

The proponent should briefly outline the key objectives, priorities and requirements of the services required, to demonstrate its understanding of the intent and scope of this bid.

Line Item	Description	Response
	Explain the steps, tasks and services that will be provided to produce the Deliverables identified in this bid.	

2	Describe the project organizational structure showing the team's lines of communication, reporting structure, management of deliverables, and clearly defined roles and responsibilities.	×
3	Describe the processes and procedures that will used to manage customer services, project quality, communication, billing, and change order management to deliver high quality services to the Division. The proponents should include relevant documentation as evidence that procedures exist.	*
4	Explain how the proponent identifies and evaluates opportunities for innovation and continuous improvement in Project Delivery. Explain how the proponent has utilized these techniques to innovate and continuously improve Project Delivery in the past projects.	*

Project Delivery - Risk Mitigation

Explain how the proponent will mitigate any risks associated with the Work that could have any impact on Northland School Division No. 61? Provide a separate response to each anticipated risk and proposed mitigation in a format similar to the chart shown below.

Line Item	Anticipated Risk *	Impact to Northland School Division No. 61 *	Proposed Mitigation Strategy *
1			

Schedule - Project Plan

Line Item		Response *
1	The proponent should include a summary of the high- level execution plan, the project schedule - charts can be uploaded electronically, location to complete the work and the project deliverables.	

References

Each proponent is requested to provide three (3) references from clients who have obtained similar goods or services to those requested in this bid from the proponent in the last five (5) years.

All references stated shall be for the same or similar scope as the one described in this bid.

For newly formed business entity including, corporations, partnerships and sole proprietors or a Contractor teaming arrangement you shall state below in the Client Column that you were not the "Contractor" for the named project and should state whose past experience on the named project is relevant to that reference.

Line Item	Description	Reference #1 *	Reference #2 *	Reference # *
1	Company Name			
2	Company Address			
3	Contact Name			
4	Contact telephone number			
5	Date work undertaken			
6	Nature of assignment			

WCB

Proponent must provide a letter from the Alberta Workers Compensation Board ("WCB") or equivalent demonstrating the proponent is in good standing. Insurance

Insurance Requirements as detailed in the attached Form of Agreement.

COR or SECOR

A proponent must provide a copy of its current and valid Certificate of Recognition (COR) or equivalent certificate.

Safety Program/Policy Plan

A Proponent must provide a copy of the current safety program & policy.

Health & Safety Questionnaire

Proponents must complete the Health & Safe Questionnaire in Appendix F

Project Plan

Provide a project plan that shows the resources, timelines and milestones proposed to comply with the Northland School Division No. 61 expected completion date of the deliverables. The project plan should identify Northland School Division No. 61's resources and time commitments required for the project.

Project Team

For each proposed team member, attach a one (1) page resume that describes their discipline, professional credentials, affiliations, and project experience in a similar role as the one proposed for this project

WCB Clearance Certificate * (mandatory)

- Insurance (Auto & General) * (mandatory)
- COR or SECOR * (mandatory)
- Health and Safety Questionnaire * (mandatory)
- Safety Program/Policy Plan * (mandatory)
- Project Team Resumes * (mandatory)
- Project Plan * (mandatory)
- Playground Design * (mandatory)
- •

Appendix B

1. Acknowledgment of Non-binding Procurement Process

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

2. Ability to Provide Deliverables

The proponent has carefully examined the bid documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the bid for the rates set out in its bid.

3. Non-binding Pricing

The proponent has submitted it's pricing in accordance with the instructions in the bid and in pricing (Appendix B) in particular. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its bid or its eligibility for future work.

4. Addenda

The proponent is deemed to have read and taken into account all addenda issued by the Division prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by checking the addenda box listed below.

5. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this bid.

6. Disclosure of Information

The proponent hereby agrees that any information provided in this bid, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this bid by the Division to the advisers retained by the Division to advise or assist with the bid process, including with respect to the evaluation this bid.

I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this bid on behalf of the Bidder.

Conflict of Interest

Proponents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the bid. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the bid; **AND** (b) were employees of the Division within twelve (12) months prior to the Submission Deadline.

By selecting "no" in the box below, the proponent declares that (a) there was no Conflict of Interest in preparing its bid; And (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in this bid.

• Otherwise, if the statement below applies, check the "yes" box.

The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its bid, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes ONO

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

Signature

Date

Print Name