



**Request for Proposals (RFP)**  
**For**  
**Bradwell Park Playground**

Request for Proposals No.: **PRC-2026-01**

Issued: Jan. 29, 2026

Submission Deadline: **March 9, 2026, at 10:00 AM MST** (local time as determined conclusively by the clock located in the submission location)

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## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

### 1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Town of Hinton (“the Municipality”) for prospective proponents to submit proposals for a new **Playground at Bradwell Park in Hinton, AB**, as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The Deliverables include dismantling the old playground equipment, site preparation, supplying and installing new play structures, border landscaping, and providing safety surfacing with the aim to create an inclusive and accessible playground for children of all abilities.

### 1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be:

Heather Mark; Recreation Project Supervisor; [hmark@hinton.ca](mailto:hmark@hinton.ca)

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

### 1.3 Type of Contract for Deliverables

The selected proponent will be requested to enter direct contract negotiations to finalize an agreement with the Municipality for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Municipality and the selected proponent. It is the Municipality’s intention to enter into an agreement with only one (1) legal entity. The term of the agreement is to be for a term of up until Dec. 31<sup>st</sup>, 2026; although the expectation of this procurement process would be that the successful proponent has equipped the Municipality with a functioning and operational playground before August 2026. There may be an option in favour of the Municipality to extend the agreement on the same terms and conditions for an additional term as to be determined by the Municipality as may be subject to negotiation with the selected proponent.

### 1.4 RFP Timetable

Issue Date of RFP	January 29, 2026
Deadline for Questions	February 25, 2025, at 12:00 PM MST
Deadline for Issuing Addenda	February 27, 2026, at 12:00 PM MST
Submission Deadline	March 9, 2026, at 10:00 AM MST
Rectification Period	Three – Five Business Days, TBD
Anticipated Ranking of Proponents	Approx. May 9 – 13, 2026 TBD
Contract Negotiation Period	Ten (10) calendar days

The RFP timetable is tentative only and may be changed by the Municipality at any time. For greater clarity, business days refer to all days that the Municipality is open for business.

Proponents are responsible for inspecting the site(s) of the RFP and for making whatever inquiries or arrangements necessary for it to become fully informed of the nature of the site(s) of the RFP, including the soil structure and topography of the site(s), and of the Deliverables to be performed and all matters which may in any way affect the Deliverables. Without limiting the foregoing, by the submission of its proposal, the proponent acknowledges that it has investigated and satisfied itself as to:

- (a) the nature of the Deliverables;
- (b) the location and all conditions relating to the location of the Deliverables including, but not limited to, accessibility, general character, surface and sub-surface conditions, soil structure, utilities, road, uncertainties of seasonal weather and all other physical, topographical, geological and geographic conditions;
- (c) the general character, conditions, laws and restrictions applicable to the Deliverables that might affect the performance of the Deliverables;
- (d) all environmental risks, conditions, laws and restrictions applicable to the Deliverables that might affect the Deliverables; and
- (e) the magnitude of the work required to execute and complete the Deliverables.

## **1.5 Submission of Proposals**

### **1.5.1 Proposals to be Submitted at Prescribed Location**

Proposals must be submitted to the RFP Contact as attachments by email.

### **1.5.2 Proposals to be Submitted on Time**

Proposals must be submitted to the email set out above on or before the Submission Deadline. Subject to the process described below, proposals submitted after the Submission Deadline will be rejected.

The Municipality will only accept electronic submissions submitted via email to the address set out above no later than the Submission Deadline.

Proponents are cautioned that the Submission Deadline is based on when the proposal is RECEIVED by the Municipality, and NOT when a proposal is submitted by the proponent. It is the sole responsibility of the proponent to be mindful of the length of time for the proposal to be transmitted due to file transfer size, transmission speed, etc., and the Municipality shall not be responsible for any delivery issues whatsoever. As such, proponents are encouraged to seek confirmation from the Municipality that their proposal has been received before the Submission Deadline.

### **1.5.3 Proposals to be Submitted in Prescribed Format**

Proponents should submit electronic versions of their proposal. The proponent is solely responsible for ensuring that the Municipality receives a complete proposal, including all

attachments or enclosures when submitting a response to this RFP. Proposals will be marked with their receipt time and date received via the email received. The Municipality will review complete proposals based on the terms of this RFP. Any proposals deemed incomplete, or incorrectly submitted, may result in rejection of the proposal.

#### **1.5.4 Amendment of Proposals**

Proponents may amend their proposals prior to the Submission Deadline by emailing the amendment, as set out in 1.5.3 (b) above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

The Municipality makes no promise or guarantee that addenda will be delivered by any means to any proponent. By submitting a proposal, the proponent acknowledges and agrees that it is the sole responsibility of the proponent to check for said addenda.

#### **1.5.5 Withdrawal of Proposals**

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact by an authorized representative of the proponent. The Municipality is under no obligation to return withdrawn proposals.

## **PART 2 – EVALUATION, NEGOTIATION AND AWARD**

### **2.1 Stages of Evaluation and Negotiation**

#### **2.1.1 Proposal to be Considered an Offer**

The submission of a proposal to the Municipality shall be deemed to constitute an offer which may be accepted, at the option of the Municipality by written acknowledgement of acceptance.

Upon such acceptance, the terms, conditions, and specifications herein set forth shall be confirmed and binding upon the Municipality and the proponent. Upon acceptance of the proposal, both parties hereto agree to do everything necessary in their power to ensure that the terms of the applicable agreement take effect.

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect their right thereafter to enforce such provision or to seek damages for the breach thereof. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform their undertakings hereunder when such failure or delay is due to fire, flood, explosion, war, embargo, governmental action, terrorism, act of public authority, Act of God, pandemic, or any other cause beyond its control which cannot reasonably be foreseen or provided against. In the event a Force Majeure event occurs which delays or threatens to delay performance of its obligations by a party, that party shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause or ameliorate the potential disruption and consequent losses. Should the Force Majeure event last for longer than thirty (30) days, the Municipality may terminate this RFP process, its resulting agreements, in whole or in part, without further liability, expense, or cost of any kind.

If requested in writing by either the Municipality or the proponent, the parties shall attempt to resolve any dispute between them arising out of or in connection with the Deliverables by entering structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the provisions of the *Arbitration Act, RSA 2000*.

The Municipality will conduct the evaluation of proposals and negotiations in the following stages:

## **2.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the Municipality may issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin from the date and time that the Municipality issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix D).

## **2.3 Stage II – Evaluation**

Stage II will consist of the following two sub-stages:

### **2.3.1 Mandatory Technical Requirements**

The Municipality will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of the Municipality as to whether a proposal 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 Municipality will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix D).

## **2.4 Stage III – Pricing**

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

All prices must be stated in **Canadian** funds. Prices must also be inclusive of customs, duty, and freight. GST shall not be included in the unit prices but shown as a separate line item.

Ninety (90) days' written notice and the source's statement detailing pricing increases are required on all authorized price increases. Price increases will be authorized at the discretion of the RFP Contact.

If there is a supply issue on any quoted items requiring a temporary substitution, the successful proponent will provide a substitute at a price equal to or less than the quoted price of the original item for the Municipality's approval.

#### **2.4.1 Payment & Holdback Clause**

The successful proponent shall be entitled to receive ninety percent (90%) of the value of the work actually completed and materials and equipment placed on the basis of the contract price. The successful proponent shall submit monthly progress invoices, complete with progress reports and a current WCB Clearance Letter (or jurisdictional equivalent). The successful proponent will be paid for invoices submitted (minus the statutory 10% holdback) in accordance with the *Prompt Payment and Construction Lien Act (RSA 2000, Chapter P-26.4)*.

Release of the holdback shall be issued sixty (60) days after the date of the final completion of the project, and sixty (60) days after the certificate of substantial completion has been issued in accordance with the *Prompt Payment and Construction Lien Act (RSA 2000, Chapter P-26.4)*. Prior to holdback being paid, the successful proponent must demonstrate that the work is completed and operating to the satisfaction of the RFP Contact. Once the RFP Contact has signed off, the holdback money will be released to the successful proponent.

### **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 negotiations to finalize the agreement with the Municipality.

#### **2.5.2 Contract Negotiation Process**

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the Municipality or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Municipality and the selected proponent. Negotiations may include requests by the Municipality for supplementary information from the proponent to verify, clarify, or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Municipality for improved pricing or performance terms from the proponent.

#### **2.5.3 Time Period for Negotiations**

The Municipality intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the Municipality invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in

Section E of the RFP Particulars (Appendix D), provide requested information in a timely fashion and conduct its negotiations expeditiously.

#### **2.5.4 Failure to Enter into Agreement**

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the Municipality may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations, or until the Municipality elects to cancel the RFP process.

#### **2.5.5 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.

#### **2.6 Defects or Irregularities**

Notwithstanding anything set out herein including in relation to the Rectification Period, the Municipality may elect at its sole discretion to accept or reject any proposal and to waive any defect, irregularity, or mistake in any proposal and to accept or reject any proposal or alternative proposal, in whole or in part, which it deems to be most advantageous to its interests.

As part of the negotiations described above, the Municipality may, prior to and after contract award, negotiate changes to the scope of work, the type of materials, the specifications or any conditions with one or more of the proponents without having any duty or obligation to advise any other proponent or to allow them to vary their proposal as a result of such changes and the Municipality shall have no liability to any other proponent as a result of such negotiations or modifications.

#### **2.7 Reservations for Rejection and Award**

The Municipality reserves the right to accept or reject any or all proposals or parts of proposals, to waive irregularities and technicalities, and to request amended proposals on the required Deliverables. It further reserves the right to award the agreement on split-order basis, lump sum, or individual item basis, or such combination as shall best serve the interests of the Municipality in the opinion of the RFP Contact, unless otherwise stated. The Municipality also reserves the right to waive minor variations to specifications (interpretation of minor variances will be made by the applicable Municipal Parties).



## **PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Proponents to Follow Instructions**

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

#### **3.1.2 Proposals in English**

All proposals are to be in English only.

#### **3.1.3 No Incorporation by Reference**

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

#### **3.1.4 References and Past Performance**

In the evaluation process, the Municipality 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 Municipality or other institutions. In addition, the Municipality in its sole and unfettered discretion, may disqualify a proponent who has previously been (or is presently) involved in litigation, arbitration, or any other dispute resolution process or quasi-judicial process in which it is taking a position that is adverse in interest to the Municipality.

#### **3.1.5 Information in RFP Only an Estimate**

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

No proponent is relieved from supplying all components necessary to render the Deliverables fit for the use specified in these documents merely because detailed specifications on the various components may not be set out in the documents.

#### **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 proposal, including, if applicable, costs incurred for interviews or demonstrations.

### **3.1.7 Proposal to be Retained by the Municipality**

The Municipality will not return the proposal, or any accompanying documentation submitted by a proponent.

### **3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract**

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

## **3.2 Communication after Issuance of RFP**

### **3.2.1 Proponents to Review RFP**

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

### **3.2.2 All New Information to Proponents by Way of Addenda**

This RFP may be amended only by addendum in accordance with this section. If the Municipality, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Should the Municipality issue an addendum to the RFP, it will be posted on the Alberta Purchasing Connection ("APC") website. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Municipality. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

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

### **3.2.4 Verify, Clarify, and Supplement**

When evaluating proposals, the Municipality may request further information from the proponent or third parties to verify, clarify, or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the

mandatory technical requirements set out in Section D of the RFP Particulars (Appendix D). The Municipality 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 Municipality and a proponent, the other proponents will be notified by public posting, in the same manner that this RFP was originally posted, of the outcome of the procurement process.

#### **3.3.2 Debriefing**

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing by email to the RFP Contact and must be made within ten (10) days of such notification. The Municipality will provide a written response to the proponent identifying how their firm ranked in the evaluation process and areas where the proponent may wish to improve for further proposals.

### **3.4 Conflict of Interest and Prohibited Conduct**

#### **3.4.1 Conflict of Interest**

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Municipality in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

#### **3.4.2 Disqualification for Conflict of Interest**

The Municipality may disqualify a proponent for any conduct, situation, or circumstances, determined by the Municipality, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

### **3.4.3 Disqualification for Prohibited Conduct**

The Municipality may disqualify a proponent, rescind an invitation to negotiate, or terminate a contract subsequently entered into if the Municipality determines that the proponent has engaged in any conduct prohibited by this RFP.

### **3.4.4 Prohibited Proponent Communications**

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

### **3.4.5 Proponent Not to Communicate with Media**

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

### **3.4.6 No Lobbying**

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

### **3.4.7 Illegal or Unethical Conduct**

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

### **3.4.8 Past Performance or Past Conduct**

The Municipality may prohibit a supplier 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 as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation, or circumstance determined by the Municipality, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

### **3.5 Confidential Information**

#### **3.5.1 Confidential Information of the Municipality**

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

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

The proponent shall act in accordance with the following requirements:

- (e) acknowledge and agree that in providing the Deliverables it may acquire proprietary, confidential, personal, and/or private knowledge and information of the Municipality's operations, labour relations, employees, and related third parties and other confidential documents and information;
- (f) at all times comply with the requirements set out in the privacy legislation in force in Alberta with respect to the use, maintenance, retention, and collection of personal information, documents, and records, communicated to and acquired, collected and created by it under this RFP process;
- (g) shall treat all information, documents, and records communicated to and acquired, collected, and created by it in the course of providing the Deliverables as confidential and shall not release or disclose same to any person at any time during or following any executed agreement without the express prior written consent of the Municipality, except as required by law. Should a privacy breach occur, the proponent shall immediately disclose such privacy breach to the RFP Contact set out in this RFP;
- (h) shall ensure that all necessary steps are taken to protect all proprietary, confidential, personal, and/or private knowledge and information, documents and records by making all necessary security arrangements against any and all risk including without limitation to unauthorized access, use, disclosure, publication, dissemination, or destruction and to ensure that the said information, documents, and records do not fall into the possession of unauthorized persons, in accordance with privacy legislation in force in Alberta;
- (i) shall ensure records are destroyed in accordance with the retention period. When records are destroyed, the proponent shall take all necessary steps to ensure that the records are destroyed in such a way that they cannot be reconstructed or retrieved;
- (j) should the proponent retain the services of any third party, the proponent is to ensure that the third party enters into a written agreement that satisfies both the proponent's and the

Municipality's obligations with respect to the use, security, maintenance, retention, and collection of any information it acquires through its services to the proponent or the Municipality. The proponent shall ensure that the written agreement with any third party includes a confidentiality clause that satisfies its obligations to the Municipality with respect to the confidentiality of any information it acquires through its services.

- (k) the proponent may engage others as subcontractors for specialized services provided that prior approval is obtained, in writing, from the Municipality, if necessary, for additional insurance incurred by the proponent for these specialized services.

### **3.5.2 Insurance**

The proponent shall at its own expense obtain and maintain insurance until the termination of any agreement executed in relation to the Deliverables. The Municipality requires evidence of the indicated insurance coverages from the successful proponent. The proponent shall not commence work until such time satisfactory evidence of insurance has been filed with and approved by the Municipality. The proponent shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the Deliverables.

The indicated policies will not be cancelled or permitted to lapse unless the insurer notifies the Municipality, in writing, at least thirty (30) days prior to the effective date of cancellation or expiry. The Municipality reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the Municipality may reasonably require.

- (a) Comprehensive General Liability Insurance on an occurrence basis for an amount not less than \$5,000,000.00 which shall include the Municipality as an additional insured with respect to the proponents operations, acts and omissions relating to its obligations under any agreement, such policy to include non-owned automobile liability, inclusive bodily/personal injury, death, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability, sudden and accidental pollution liability, and severability of interest clauses.
- (b) Automobile Liability Insurance for an amount not less than \$2,000,000.00 on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the Deliverables of the agreement.
- (c) Contractors' equipment insurance coverage and course of construction insurance written on an "all risks" basis covering construction equipment and materials used by the proponent for the performance of the Deliverables shall be in a form acceptable to the Municipality and shall not allow subrogation claims by the insurer against the Municipality. Subject to satisfactory proof of financial capability by the proponent for self-insurance, the Municipality may agree to waive the equipment insurance requirement.

### **3.5.3 Confidential Information of Proponent**

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Municipality. The confidentiality of such information will be maintained by the Municipality, except as otherwise

required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Municipality to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

### **3.6 Procurement Process Non-Binding**

#### **3.6.1 No Contract A and No Claims**

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

- (a) this RFP will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor the Municipality 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 proposal submitted in response to this RFP.

#### **3.6.2 No Contract until Execution of Written Agreement**

This RFP process is intended to identify prospective suppliers 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 Municipality by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services. Such agreement will supersede all previous agreements, arrangements, or understandings between the parties whether written or oral in connection with or incidental to the Deliverables.

No implied agreement of any kind whatsoever by or on behalf of the Municipality shall arise or be implied from anything in this RFP process contained nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the Municipality shall be the only covenants and agreements upon which any rights against the Municipality may be founded.

#### **3.6.3 Acceptance of Material**

The material delivered under this RFP shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and thereafter accepted to the satisfaction of the Municipality and must comply with the terms herein and be fully in accord with the specifications and of the highest quality. In the event the material and/or service supplied to the Municipality is found to be defective or does not conform to specifications, the Municipality reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.

### **3.6.4 Non-Binding Price Estimates**

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals 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 Municipality to enter into an agreement for the Deliverables.

### **3.6.5 Cancellation**

The Municipality may cancel or amend the RFP process without liability at any time.

The Municipality may, at its option and upon thirty (30) days' notice, exclude from the operation of any agreement for part or parts of the Deliverables, and in such event, notwithstanding any provisions herein the cost of such part shall be negotiated with the successful proponent and deducted from the amount upon which the fees of the proponent are to be based and in addition the Municipality may terminate any agreement in relation to this RFP process at any time and the proponent shall have no claims whatsoever against the Municipality except for such work as they have done, as determined by the Municipality before the termination of said agreement.

If the services or any part thereof are abandoned at any stage or if any stage of the proponents' services is unduly delayed for reasons beyond their control, the Municipality shall compensate the proponent for their services from the inception of the work on a time-based rate basis. If there is a change in the prime contractor, this proponent must transfer any completed relevant works to the Municipality such that this data is not lost.

### **3.6.6 Limitation of Liability**

Notwithstanding any other provision, by submitting a proposal, each proponent agrees that any claim the proponent may have against the Municipality and the Municipality's employees, agents, consultants, and elected officials (collectively the "Municipality Parties") for damages, losses, or expenses or for any other legal relief, arising, directly or indirectly, under or in relation to this RFP process (whether in contract, tort, or other legal theory) is limited to an amount equal to the proponent's actual and reasonable costs in preparing its proposal to a maximum of \$500.00. For clarity, each proponent specifically waives as against the Municipality Parties any claim for loss of profit or anticipated profit, loss of opportunity, loss of reputation, consequential or indirect losses, or for judicial review or injunctive relief.

The proponent shall indemnify and save harmless the Municipality from and against all claims, actions, losses, expenses, costs, or damages which the Municipality, its employees, or officers may suffer, to the extent the proponent is legally liable as a result of the negligent acts of the proponent, their employees, officers, or agents in the performance of the Deliverables. The proponent further agrees that this indemnification and hold harmless shall survive the termination of any agreement executed between the parties for the Deliverables, for claims arising from or out of incidents occurring during the term of service.

The Municipality agrees to hold harmless, indemnify, and defend the proponent from and against any claim, losses, damages, liability and costs of defence arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, excluding only such



liability as may arise out of the negligent acts of the proponent in their performance of the Deliverables to the Municipality.

### **3.7 Governing Law and Interpretation**

These Terms and Conditions of the RFP 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 and each proponent irrevocably and unconditionally attorns to the jurisdiction of the courts of the Judicial District of Edmonton in relation to any claim or dispute in relation to this RFP.

### **3.8 Safety Standards**

The proponent warrants that the product supplied to the Municipality conforms in all respects to the standards set forth by federal, provincial, and municipal agencies and failure to comply with this condition will be considered a breach of contract.

The successful Proponent shall, at all times, have a supervisor who is a “competent” person as defined by Part 1(4) of the *Alberta Health and Safety Act*, Regulation and Code, as amended. The supervisor shall be capable of reading and thoroughly understanding specifications and is experienced in the type of work being performed.

#### **3.8.1 Manufacturer’s Certification & Warranty**

The Municipality reserves the right to request from the proponent separate manufacturer's certification of all statements made in the proposal.

#### **3.8.2 Ownership of Materials, Reports, Designs, Specifications & Training Materials**

Any work completed at the Municipality’s expense, on-site or remotely during the course of the Deliverables and the agreement term, including reports, designs, custom applications, specifications, or otherwise shall become the exclusive property of the Municipality.

#### **3.8.3 Adherence to the Requirements of the Occupational Health & Safety Act**

The successful proponent will adhere to the requirements of the *Alberta Occupational Health and Safety Act*, as amended, and warrants that their employees and subcontractors, who are to engage in the Deliverables to be conducted, have an awareness of their roles and responsibilities set out in the Act, Regulation, and Code.

#### **3.8.4 Health and Safety Document Review**

The Municipality reserves the right to request any and all health and safety documents for review for adequacy of health and safety compliance (procedures, forms/permits, guidelines, documented equipment inspections, etc.) from the successful proponent prior to implementation or during work/work tasks. Should concerns arise from the document review, the Municipality reserves the right to ask the proponent to make further considerations in their health and safety strategies.

### **3.8.6 Qualified, Trained Workers**

The successful proponent shall ensure company management, supervisors, and employees are trained, qualified, and possess and maintain the necessary certifications to perform all work and deliver all services in compliance with any federal, provincial, and municipal regulatory codes, acts, laws and by-laws, as amended. Proof of these documents is to be kept and maintained on the work site.

### **3.8.7 Worksite Activities, Audit & Inspection**

The Municipality reserves the right to audit or inspect worksites or work activities being conducted on behalf of the Municipality by the successful proponent during the duration of the Deliverables. Such occurrences may be conducted by Municipal personnel (i.e. RFP Contact or Health and Safety Specialist). In the event of any dispute between the successful proponent and the Municipality with respect to the successful proponent's conformance with any contractual requirement respecting safety, the successful proponent agrees that a determination of conformance shall be made by the Municipality in its sole discretion.

The Municipality, or persons authorized by the Municipality, shall have the right, at all reasonable times, to inspect or otherwise review the services performed, being performed, and the premises where they are being performed. In particular:

- (a) the Municipality may inspect field notes, diaries, test records, and any other related records produced by the proponent upon request.
- (b) except where the proponent is compensated on a fixed lump sum basis, the proponent shall keep a detailed record of the hours worked by staff employed for the Deliverables in order to provide data for the calculation of fees on a time basis.
- (c) the Municipality may inspect timesheets and records of expenses and disbursements of the proponent during regular office hours with respect to any item which the Municipality is required to pay on a time scale or disbursement basis as a result of the Deliverables.
- (d) the proponent, when requested by the Municipality, shall provide copies of receipts with respect to any disbursement for which the proponent claims payment under the Deliverables.
- (e) when requested by the Municipality, the proponent shall provide the Municipality with a written report showing the portion of the Deliverables completed in the preceding month.

## APPENDIX A – FORM OF AGREEMENT

**THIS SERVICE AGREEMENT (the “Agreement”)** dated: \_\_\_\_\_.

BY AND BETWEEN:

**TOWN OF HINTON**, a municipal corporation formed pursuant to the *Municipal Government Act* of the province of Alberta (hereinafter referred to as the “Municipality”)

OF THE FIRST PART

- and -

\_\_\_\_\_, a corporation formed pursuant to the laws of the Province of Alberta (hereinafter referred to as the “Contractor”)

OF THE SECOND PART

**WHEREAS** the Municipality is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services (the “Deliverables”) to the Municipality.

**WHEREAS** the Contractor is agreeable to providing such Deliverables to the Municipality on the terms and conditions as set out in this Agreement.

**NOW THEREFORE** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

The Municipality designates Heather Mark; Recreation Project Supervisor, as its representative (“Municipal Representative”) and, for the purposes of this Agreement, the Municipality’s address shall be:

**Town of Hinton  
2<sup>nd</sup> Floor, 131 Civic Centre Road  
Hinton, Alberta T7V 2E5**

The Contractor designates (Name) \_\_\_\_\_, (Title) \_\_\_\_\_, as its representative and, for the purposes of this Agreement, the Contractor’s address shall be:

**(Name of Company)  
(Address Line 1)  
(Address Line 2)**

### **1 Deliverables**

The Municipality hereby agrees to engage the Contractor to provide Contracting Services for the construction of a new playground at Bradwell Park Playground as outlined in the Municipality’s

Request for Proposal (“RFP”) (as set out and described in the Deliverables) and the Contractor’s Proposal as set out and described in Schedule “B”) attached hereto (collectively, the “Contracting Services”). The Contractor hereby agrees to provide such Contracting Services to the Municipality. In the event of any conflict between the body of this Agreement, the RFP and the Contractor’s Proposal, priority shall be given to the documents as follows:

- 1) Body of this Agreement; and any amendments;
- 2) RFP; and any amendments, then
- 3) Proposal.

## **2 Term of Agreement**

The Contractor hereby agrees to provide Contracting Services commencing on (date) \_\_\_\_\_ and will remain in full force and effect through and including December 31<sup>st</sup>, 2026, subject only to any earlier termination of this Agreement as may hereinafter be provided for as outlined in this Agreement. Any changes in the Term of this Agreement will be in writing and mutually agreed upon by both parties, not to be unreasonably withheld. No later than thirty (30) days before the end of the term of this Agreement, the parties shall meet to determine whether to extend the term of this Agreement. Nothing in this Agreement shall be interpreted to solidify or necessitate such extension until agreed upon in writing by both parties.

The Contractor agrees to substantially complete the Contracting Services within the designated workdays or completion date, to execute the Agreement, and to provide the documents required at the time of execution within ten (10) days after being notified in writing to do so by the Municipal Representative.

## **3 Performance**

The Contractor shall, in fulfillment of its duties hereunder, carry out such tasks as may be reasonably requested and to the satisfaction of the Municipality, it being agreed and understood that all such duties shall be consistent with the Contractor’s expertise and experience. In performing the Contracting Services, the Contractor shall obey all applicable laws, regulations, rules, and standards imposed by any government or the duly constituted public authority having jurisdiction over the parties to this Agreement or the Contracting Services to be performed. The Contractor also agrees to comply with all safety and security regulations imposed by the Municipality.

The Contractor shall, except as otherwise specifically provided, at their own expense, provide all and every kind of labour, machinery, materials, appliances, articles, and things necessary for the due execution of all the Contracting Services set out in this Agreement and shall forthwith according to the instruction of the Municipality commence the works and diligently execute the respective portions thereof, and deliver the Contracted Services complete in every particular to the Municipality within the time specified in this Agreement.

## **4 Skill and Expertise**

The Contractor hereby represents and warrants that it has, and during the Term of this Agreement shall continue to have, the requisite skills and experience necessary to perform the Contracting Services in accordance with the Terms and Conditions of this Agreement. The Contractor shall, at all times during the Term of the Agreement, act in the best interests of the Municipality and shall perform the Contracting Services in a competent, adequate, and professional manner using care and diligence.

The Contractor declares that in tendering for the works and in entering into this Agreement they have either investigated for themselves the character of the Contracting Services and all local conditions that might affect their acceptance of the work, or that they hereby assume all risk of conditions arising or developing in the course of the Contracting Service which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfil, than was contemplated or known when the Agreement was signed. The Contractor also declares that they did not rely upon information furnished by any methods whatsoever, by the Municipality or its officers or employees, being aware that any information from such sources was and is approximate and speculative only and was not in any manner warranted or guaranteed by the Municipality.

## 5 Compensation

For all Contracting Services rendered by the Contractor as required by this Agreement, the Municipality will pay to the Contractor an amount not-to-exceed (written dollar amount) \_\_\_\_\_ (\$00.00) excluding GST for services as follows:

	\$
	\$
	\$
	\$
	\$
	<b>Total Agreement Value: \$</b>

The Municipality will pay the Contractor the rates and amounts set out herein upon the prompt and faithful performance of the Contracting Services to the satisfaction of the Municipality. The disbursement schedule for the Agreement's value is as follows:

- a. XX% deposit at commencement;
- b. Monthly Progress Invoices (including progress reports);
- c. All invoices include a deduction of the ten percent (10%) holdback in accordance with the *Prompt Payment and Construction Lien Act* (RSA 2000, Chapter P-26.4).
  - i. Release of the holdback shall be issued sixty (60) days after the date of the final completion of the project, and sixty (60) days after the certificate of substantial completion has been issued. Prior to holdback being paid, the Contractor must demonstrate that the Deliverables are completed and operating to the satisfaction of the Municipal Representative.

## 6 No Additional Payment for Unauthorized Work

No increase in the price of the work or any additional payment will be authorized by the Municipality or made to the Contractor as a result of any change to the Agreement unless such increase or additional payment has been authorized in advance and in writing by the Municipal Representative. Only the Municipal Representative can make changes to this Agreement and all such changes must be in writing and will require the consent of both parties, not to be unreasonably withheld, to form part of this Agreement.

The Municipality shall not be required to make payment for any cost or disbursement incurred by or on behalf of the Contractor for the purpose of rectifying errors or omissions for which, in the reasonable opinion of the Municipality, the Contractor is responsible.

The Municipality must consent in writing to any changes from the agreed upon scope of work, and the Contractor shall keep separate cost records in respect to such changes.

## **7 Invoices, Payments, and Taxes**

Unless specifically stated otherwise, all amounts in this Agreement are in Canadian dollars (herein defined as “CDN dollars”) in respect of the Contracting Services performed for the Municipality. The Contractor agrees to invoice the Municipality in accordance with the following payment provisions:

- a) All invoices shall be accompanied by such supporting documentation as the Municipality may reasonably require. The Municipality shall pay to the Contractor approximate invoice amounts within thirty (30) days of receipt of the applicable invoice. The Contractor agrees that any and all amounts on account of taxes (income or otherwise), pension plan contributions, unemployment insurance contributions or any other applicable regulations in respect of any fees paid to the government or other public authority by virtue of any law, rule or regulation in respect of any fees paid to the Contractor pursuant to the provisions of this Agreement, are the Contractor's responsibility and shall be paid by the Contractor. Should the Municipality be obligated by law to make any payment or withholdings in respect of the Contracting Services, the Contractor hereby acknowledges that the Municipality shall have the authority to make such payments or withholdings, and to deduct such amounts from fees payable to the Contractor under this Agreement;
- b) The Contractor hereby agrees to indemnify and hold harmless from and against any and all actions, claims, damages, costs (including legal costs on a solicitor and own client basis), and expenses whatsoever which may be brought against, suffered, or incurred by the Municipality, or which the Municipality may incur, sustain, or pay, arising out of or in any way connected with any remittances required by law in any jurisdiction in which the Contracting Services are being provided.
- c) At the end of each milestone payment (progress invoice) during the Term of this Agreement the Contractor shall submit by e-mail an itemized invoice to the Municipal Representative based on total number of hours of Contracting Services performed during the billing period, as well as any supply order/materials rendered. All invoices shall be addressed as follows and submitted by e-mail to the Municipal Representative email [hmark@hinton.ca](mailto:hmark@hinton.ca).

Each itemized invoice shall include at least the following:

- (i) Where applicable, time sheets for all Contracting Services performed during such month, providing a summary of the Contracting Services performed and the pre-approved expenses (if any) incurred during such month;

- (ii) A statement directed to the Municipality stating the invoice is for services rendered or materials supplied to the "Town of Hinton";
- (iii) Copies of statements or original receipts for pre-approved expenses;
- (iv) A summary of fees, costs, and expenses payable by the Municipality in respect of the invoices;
- (v) A current WCB Clearance Letter, or the jurisdictional equivalent; and
- (vi) A statement of sales tax and Federal Goods and Services Tax (herein defined as "GST") applicable to Paragraph (i) through (v) above, as a separate line item.

The Contractor acknowledges and agrees to submit an invoice in accordance with the requirements of Paragraph 7.c (i) through (v) above.

## **8 Inspections, Records, and Audits**

The Municipality, or agents authorized by the Municipality, shall have the right, at all reasonable times, to inspect or otherwise review the Contracting Services performed, being performed, and the premises where they are being performed. In particular:

- a) The Municipality may inspect field notes, diaries, test records, and any other related records produced by the Contractor upon request. Except where the Contractor is compensated on a fixed lump sum basis, the Contractor shall keep a detailed record of the hours worked by staff employed for the services to provide data for the calculation of fees on a time basis.
- b) The Municipality may inspect timesheets and record of expenses and disbursements of the Contractor during regular office hours with respect to any item which the Municipality is required to pay on a time scale or disbursement basis because of this Agreement.
- c) The Contractor, when requested by the Municipality, shall provide copies of receipts with respect to any disbursement for which the Contractor claims payment under this Agreement.
- d) When requested by the Municipality, the Contractor shall provide the Municipality with a written report showing the portion of the Contracting Services completed.

## **9 Confidentiality**

The Contractor shall act in accordance with the following requirements:

- a) Acknowledge and agree that in providing services under this Agreement it may acquire proprietary, confidential, personal, and/or private knowledge and information of the Municipality's operations, labour relations, employees, and related third parties and other confidential documents and information;
- b) At all times comply with the requirements set out in the privacy legislation in force within Alberta with respect to the use, maintenance, retention, and collection of personal information, documents, and records, communicated to and acquired, collected and created by it under this Agreement which in all cases shall be treated in accordance with such jurisdiction;
- c) Shall treat all information, documents, and records communicated to and acquired, collected, and created by it in the course of providing the Contracting Services as

confidential and shall not release or disclose same to any person at any time during or following this Agreement without the express prior written consent of the Municipality, except as required by law and subject to Albertan privacy legislation. Should a privacy breach occur, the Contractor shall immediately disclose such privacy breach to the Municipal Representative set out in this Agreement;

- d) Shall ensure that all necessary steps are taken to protect all proprietary, confidential, personal, and/or private knowledge and information, documents and records by making all necessary security arrangements against any and all risk including without limitation to unauthorized access, use, disclosure, publication or dissemination or destruction and to ensure that the said information, documents, and records do not fall into the possession of unauthorized persons, in accordance with privacy legislation in force within the Province of Alberta;
- e) Shall ensure records are destroyed in accordance with the retention period. When records are destroyed, the Contractor shall take all necessary steps to ensure that the records are destroyed in such a way that they cannot be reconstructed or retrieved;
- f) Should the Contractor retain the services of any third party, ensure that the third party enters into a written agreement that satisfies both the Contractor's and the Municipality's obligations with respect to the use, security, maintenance, retention, and collection of any information it acquires through its services to the Contractor or the Municipality. The Contractor shall ensure that the written agreement with any third party includes a confidentiality clause that satisfies its obligations to the Municipality with respect to the confidentiality of any information it acquires through its Contracting Services.

#### **10 Non-Solicitation**

The Contractor agrees that during the term of this Agreement, the Contractor will not in any way directly or indirectly:

- a) Induce or attempt to induce any employee or other contractor of the Municipality to quit employment or retainer with the Municipality;
- b) Otherwise interfere with or disrupt the Municipality's relationship with its employees or other contractors;
- c) Discuss employment opportunities or provide information about competitive employment to any of the Municipality's employees or other contractors; and/or
- d) Solicit, entice, or hire away any employee or other contractor of the Municipality.

#### **11 Ownership of Materials**

All materials developed, produced, or in the process of being so under this Agreement will be the property of the Municipality. The use of the mentioned materials by the Municipality will not be restricted in any manner. This includes, but is not limited to, raw data created at meetings with Municipality employees.



## 12 Return of Property

Upon the expiry or termination of this Agreement, the Contractor will immediately return to the Municipality any property, documentation, records, or confidential information which is the sole property of the Municipality.

## 13 Assignment

The Contractor will not voluntarily or by operation of law assign or otherwise transfer its rights or obligations in whole or in part under this Agreement without the prior written consent of the Municipality.

## 14 Subcontracts

No contractual relationship will be created between any subcontractor and the Municipality. The Contractor agrees to bind every subcontractor by the terms of this Agreement, as far as applicable to the Contracting Services of the subcontract. The Contractor may engage others as subcontractors for specialized services provided that prior approval is obtained, in writing, from the Municipality, if necessary, for additional insurance incurred by the Contractor for these specialized services.

## 15 Conflicts

If requested in writing by either the Municipality or the Contractor, the parties shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the provisions of the *Arbitration Act, RSA 2000*.

## 16 Modification of Agreement

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing and signed by the authorized representative of each party.

## 17 Notice

Any notices given pursuant to the terms and conditions of this Agreement shall be served by way of ordinary pre-paid first-class mail, courier, or e-mail as follows:

Dr. Duncan Murray Recreation Centre  
805 Switzer Drive  
Hinton, AB T7V 1V1  
ATTN: Heather Mark  
Email: [hmark@hinton.ca](mailto:hmark@hinton.ca)  
Telephone: (587) 501-2325

(Company) \_\_\_\_\_  
(Address) \_\_\_\_\_  
(Address) \_\_\_\_\_  
(Name) \_\_\_\_\_ (Title) \_\_\_\_\_  
Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

or to such other address as to which either party may from time to time notify the other. Any notice addressed by registered mail to the Municipality or to the Contractor pursuant to this section shall be deemed to have been effectively given on the four (4) days following the date of mailing. If notice is delivered by e-mail, then the notice will be deemed to be affected on the first (1st) business day following the date of which the email was sent. Either party may change the particulars of its address as set out above by notice to the other party.

#### **18 Indemnification**

The Contractor shall be liable for and indemnify and save harmless the Municipality, its elected representatives and employees and agents from all claims, costs (including legal costs on a solicitor and own client basis), losses, expenses, actions, and suits caused by or arising out of direct or indirect performance of this Agreement or by reason of any matter or thing being done, permitted or omitted to be done, by the Contractor, its subcontractors, agents or employees caused by or arising out of direct or indirect performance of this Agreement or by reason of any negligent act or omission or breach of this Agreement by the Contractor, its subcontractors, agents or employees. The Municipality shall not be liable or responsible in any way for any personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Contractor, or by any employee, agent, or servant of the Contractor in the performance of this Agreement. Such indemnification shall survive this Agreement.

#### **19 Insurance**

The Contractor hereby agrees to indemnify and hold harmless the Municipality from and against all losses and expenses suffered or incurred by the Municipality arising from or connected with any personal injury, disability or death, however caused, to any of the Contractor's employees to the extent not covered by workers' compensation for any reason;

- a) The Contractor shall acquire Commercial General Liability Insurance covering the legal liability of the Contractor providing at least five million dollars (CDN \$5,000,000.00) coverage, each occurrence, for injury, death, or property damage, including contractual liability and will include the Municipality as an additional insured. The Contractor agrees to reimburse the Municipality for any and all damage(s) to the Municipality's property caused by the Contractor, or its permitted subcontractors, in performing the Contracted Services. The Contractor shall provide the Municipality with evidence of coverage.
- b) Where any automobile is used for the performance of the work for the Municipality in this Agreement, the Contractor will provide Automobile Liability Insurance covering all automobiles licensed in the name of the Contractor that are used in connection with the Contracting Services and providing at least two million dollars (CDN \$2,000,000.00) coverage, each occurrence, for injury, death, or property damage resulting from each accident;
- c) Contractors' equipment insurance coverage and course of construction insurance written on an "all risks" basis covering construction equipment and materials used by the proponent for the performance of the Deliverables shall be in a form acceptable to the Municipality and shall not allow subrogation claims by the insurer against the

Municipality. Subject to satisfactory proof of financial capability by the proponent for self-insurance, the Municipality may agree to waive the equipment insurance requirement.

- d) The insurance policies for the coverage above shall not be cancelled or changed in any manner which could negatively affect the Municipality's interests unless the Municipality has been given thirty (30) consecutive days prior written notice of any such cancellation or change. The Contractor shall be responsible for the payment of all deductibles on insurance policies that the Contractor is required to maintain under the Agreement;
- e) The Contractor shall immediately advise the Municipal Representative of any loss or potential loss that has or may have occurred in conjunction with the Contractor performing the work. In addition, within three (3) consecutive days of any such loss or potential loss coming to the attention of the Contractor, the Contractor shall provide written notice of such loss or potential loss to the Municipal Representative, including full particulars thereof.

## **20 Worker's Compensation Board**

Before commencing or performing the Contracting Services, the Contractor will obtain and provide to the Municipality a letter or similar document, confirming that the Contractor has an active account that is in good standing from each Worker's Compensation Board or similar body constituted in accordance with the workers' compensation legislation of each jurisdiction in Canada in which the Contracting Services will be performed, and that the Contractor has **not opted out** of workers compensation, where allowed. The Contractor shall at all times comply with all the requirements of the *Worker's Compensation Act*, R.S.A. 2000, c. W-15 of Alberta (or equivalent legislation), amendments thereto, or any successor legislation; and shall upon notice by the Municipality, provide evidence satisfactory to the Municipality of said compliance with the Act prior to the commencement of any work resulting from this Agreement.

## **21 Occupational Health and Safety**

The Contractor shall be responsible for the safety of its workers and agents on the worksites in accordance with all applicable laws. The Contractor shall be the general representative and agent to the Municipality for the purposes of ensuring compliance with applicable laws relating to safety for both itself, the Municipality, members of the public, and any subcontractors. The Contractor shall bring to the attention of its subcontractors the provisions of the *Occupational Health and Safety Act*, R.S.A. 2000, c. O-2 (herein defined as "OH&S").

- a) The Contractor shall ensure all applicable OH&S Legislation, Municipality Safety Policies, and industry standards are readily available to all the Contractor's personnel and that all of the Contractor's personnel are aware of and comply with the OH&S Legislation, Municipality Safety Policies, and industry standards;
- b) The Contractor shall ensure that all personnel working for the Contractor complete an appropriate safety orientation and safety meeting prior to starting work and the Contractor is responsible for providing all other training that may be required;
- c) The Municipality shall have the right to monitor the Contractor's work processes and procedures to ensure compliance with safety standards and procedures;

- d) The Contractor is required to take immediate action to correct unsafe practices or conditions when reported or observed;
- e) Upon the occurrence of any incident arising from or during the performance of the Agreement, including property damage, an accident, an environmental incident, a safety incident, an injury, a near miss and any other form of loss or damage, the Contractor shall immediately investigate the matter and in accordance with the Municipality's Policies and Procedures related to Health and Safety, submit a report on the matter to the Municipal Representative and to any government authorities as required by law. Failure of the Contractor to comply with any and all relevant safety legislation may result in the immediate suspension or termination of this Agreement.

## **22 Compliance with Laws**

The Contractor shall be responsible for complying with all Federal, Provincial (Alberta), and Municipal laws, rules, regulations, and guidelines that apply to the Contracting Services.

## **23 Suspension of Services**

The Municipality may at any time, in its sole discretion, suspend the performance of the Contracting Services for a specified or unspecified time by written notice to the Contractor. Upon receiving the notice of suspension, the Contractor shall immediately suspend all operations except for those which in the Municipality's opinion are necessary to preserve, care for, and protect the Contracting Services. The Contractor shall be entitled to be reimbursed for its reasonable, proper, and actual costs incurred in protecting, caring for, and preserving the Contracting Services.

## **24 Termination of Contract**

The Municipality may, at its option and upon thirty (30) days' notice, exclude from the operation of this Agreement any part or parts of the Contracted Services, and in such event, notwithstanding any provisions herein the cost of such part shall be negotiated with the Contractor and deducted from the amount upon which the fees of the Contractor are to be based and in addition the Municipality may terminate this Agreement at any time and the Contractor shall have no claims whatsoever against the Municipality except for such work as they have done, as determined by the Municipality before the termination of this Agreement.

If the services or any part thereof are abandoned at any stage or if any stage of the Contractors' services are unduly delayed for reasons beyond their control, the Municipality shall compensate the Contractor for their services from the inception of the work on a time-based rate basis. If there is a change in the primary Contractor, this Contractor must transfer any completed relevant works to the Municipality such that this data is not lost.

This Agreement may be terminated, in whole or in part, without further obligation, liability or expense of any kind under the following conditions:

- a) At any time upon notice for a breach of the terms and conditions of this Agreement and such breach has not been cured within five (5) days of the written notice thereof from the Municipality, or such other period of time as the Municipality may agree to in writing;

- b) At any time following the failure of the Contractor to remedy, repair, or correct any deficiency or defect upon receiving notice from the Municipality;
- c) Upon thirty (30) day's written notice without cause to the Contractor from the Municipality during the term of this Agreement, whereupon the Municipality shall pay to the Contractor any fees and expenses due to the effective date of cancellation but not thereafter;
- d) As otherwise provided for in this Agreement.

The Municipality's rights of termination shall be in addition to any other rights or remedies it may have in law, in equity, or under this Agreement. In the event of termination by the Municipality, the Contractor shall have no entitlement to claim any amounts owing in relation to the portion of the Contracted Services that were not completed, whether for loss of profits or any other damages, other than in relation to amounts due and owing as of the termination date.

## **25 Independent Contractor**

The Contractor will be an independent contractor in the performance of this Agreement. No employer/employee relationship will be created between the Municipality and the Contractor, or between the Municipality and the Contractor's employees, subcontractors, or agents. No rights, privileges, benefits, or compensation, other than those which are expressly set out in this Agreement, will apply to the Contractor.

## **26 Force Majeure**

Neither party shall be responsible for any delay or failure to perform its obligations under the Agreement where such failure or delay is due to fire, flood, explosion, war, embargo, governmental action, terrorism, act of public authority, Act of God, or any other cause beyond its control, except labour disruption. In the event a Force Majeure event occurs which delays or threatens to delay performance of its obligations by a party, that party shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause or ameliorate the potential disruption and consequent losses. Should the Force Majeure event last for longer than thirty (30) days, the Municipality may terminate this Agreement, in whole or in part, without further liability, expense, or cost of any kind.

## **27 Inurement**

This Agreement will inure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors, and permitted assigns. Neither party may assign this Agreement or any part thereof without the written consent of the other.

## **28 Time of the Essence**

All references to time in this Agreement shall be of the essence.

## **29 Entire Agreement**

This Agreement constitutes the entire Agreement between the parties and shall be binding upon all successors and permitted assigns of the parties. This Agreement supersedes all previous agreements, arrangements, or understandings between the parties whether written or oral in connection with or incidental to the services.

No implied Agreement of any kind whatsoever by or on behalf of the Municipality shall arise or be implied from anything in this Agreement contained nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the Municipality shall be the only covenants and agreements upon which any rights against the Municipality may be founded.

### **30 Titles and Headings**

All titles and headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

### **31 Gender**

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

### **32 Governing Law**

It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Alberta, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Unless otherwise provided in this Agreement, where the services undertaken by the Contractor are subject to the approval or review of an authority, department of government, or agency other than the Municipality, such applications for approval or review shall be the responsibility of the Contractor, but shall be submitted through the offices of the Municipality and unless authorized by the Municipality in writing, such applications for approval or review shall not be obtained by direct contact by the Contractor with such other authority, department of government, or agency.

### **33 Severability**

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

### **34 Waiver**

The waiver by either party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

### **35 Survival**

Sections 9 and 18 shall survive upon termination or expiry of this Agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this document as of the day and year first above written.

**CONTRACTOR:**  
**(Name of Company)**

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

**MUNICIPALITY:**  
**TOWN OF HINTON**

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date



## APPENDIX B – SUBMISSION FORM

### 1. Proponent Information

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

☐ I acknowledge that the above company does have a valid Town of Hinton Business License or Alberta Professional License/Permit to Practice.

### 2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the Terms and Conditions of the RFP, and that, among other things, such Terms and Conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Municipality and the proponent unless and until the Municipality and the proponent execute a written agreement for the Deliverables. By submitting a proposal, the proponent acknowledges and accepts all terms and conditions in this RFP. The acceptance and award of the RFP and execution of any resulting agreement, contract, or purchase order may be subject to approval by the Municipality's Council.

### 3. Ability to Provide Deliverables

The proponent has carefully examined the RFP 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 RFP for the rates set out in its proposal.



The proponent declares that in tendering for the Deliverables they have either investigated for themselves the character of the work and all local conditions that might affect their proposal or their acceptance of the work, or that they hereby assume all risk of conditions arising or developing in the course of the Deliverables which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfil, than was contemplated or known when the proposal was made. The proponent also declares that they did not rely upon information furnished by any methods whatsoever, by the Municipality or its officers or employees, being aware that any information from such sources was and is approximate and speculative only and was not in any manner warranted or guaranteed by the Municipality.

#### **4. Non-Binding Pricing**

The proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix C) 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 proposal or its eligibility for future work.

#### **5. Addenda**

The proponent is deemed to have read and taken into account all addenda issued by the Municipality prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line: \_\_\_\_\_. Proponents who fail to complete this section will be deemed to have received all posted addenda.

#### **6. No Prohibited Conduct**

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

#### **7. Conflict of Interest**

Proponents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. 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 proposal; **AND** (b) were employees of the Municipality within twelve (12) months prior to the Submission Deadline.

*Proponent to read the below statements and check the appropriate box.*

- ☐ The proponent declares that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in this RFP.
- ☐ The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

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The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our proposal; **AND** (b) were employees of the Municipality and have ceased that employment within twelve (12) months prior to the Submission Deadline:

<b>Name of Individual:</b>
<b>Job Classification:</b>
<b>Department:</b>
<b>Last Date of Employment with the Municipality:</b>
<b>Name of Last Supervisor:</b>
<b>Brief Description of Individual's Job Functions:</b>
<b>Brief Description of Nature of Individual's Participation in the Preparation of the Proposal:</b>

**(Repeat the above for each identified individual)** The proponent agrees that, upon request, the proponent shall provide the Municipality with additional information about each individual identified above in the form prescribed by the Municipality.

## 8. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, 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 proposal by the Municipality to the advisers retained by the Municipality to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

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Signature of Witness

---

Signature of Proponent Representative

---

Name of Witness

---

Name of Proponent Representative

---

Title of Proponent Representative

---

Date

*I have the authority to bind the proponent.*

## APPENDIX C – PRICING

### 1. Instructions on How to Provide Pricing

- (a) Proponents should provide the pricing information requested herein by including a full detailed list of all costs included in completion of the Deliverables, broken down as much as feasible (labour, mileage; supplies: equipment, playground surfacing; insurance; equipment; demobilization, demolition and disposal of the current structure; etc.)
- Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all freight and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
  - The table below serves as a starting point for broken-down pricing and may be altered by the proponent for their proposal submission.

Item Description	Cost
Demolition & Disposal	\$
Mobilization & Demobilization	\$
Design, Engineering	\$
Acquisition of Supplies (Components)	\$
Shipping, Freight, Handling, Tariffs	\$
Ground Surfacing (Wood Fiber)	\$
Labour	\$
Landscaping	\$
TOTAL	\$
GST (5%)	\$

- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for **GST**, which should be itemized separately.
- (c) The Municipality must consent in writing to the any changes from the agreed upon Deliverables and the proponent shall keep separate cost records in respect to such changes. This written approval is required where there is an increase or decrease in the approved fees in the cost proposal.
- (d) The Municipality has asked that proponents **submit two playground/park designs for Bradwell**, based on the information provided herein, and therefore anticipates that there may be varying prices for either option, for which separate price tables are encouraged. The intention of the two (2) designs is to provide the community of Hinton, through survey and other methods of outreach, the opportunity to actively engage in their new amenity by selection of an option.

### 2. Evaluation of Pricing

Pricing is worth ten (10) points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula: *lowest capital price ÷ proponent's capital price × weighting = proponent's pricing points*. For varying pricing tables based on design, points will be averaged.

The total project value, for the purpose of proponents submitting two (2) feasible playground/park designs, is one-hundred seventy thousand Canadian dollars (\$170,000.00 CAN). Proponents are encouraged to not surpass the budgeted amount in their designs and proposals. However, proponents should also consider that the Municipality is prepared to release the entire allocated project amount if it results in the best designs for our community, as articulated in POST. For greater clarity, this competition will not be awarded based on lowest cost; the determination is best cost for best final product.

The Municipality will pay the successful proponent the rates and amounts set out in the proposal upon the prompt and faithful performance of the Deliverables to the satisfaction of the Municipality. The Municipality shall not be required to make payment for any cost or disbursement incurred by or on behalf of the proponent for the purpose of rectifying errors or omissions for which, in the reasonable opinion of the Municipality, the proponent is responsible.

Following the receipt of an invoice satisfactory to the Municipality relating to the cost of the services performed and subject to the proper discharge of the proponent's obligations under this RFP process, the Municipality shall pay the amount stipulated in the invoice in accordance with the terms set out in the RFP and proposal documents.

If the sum of every proposal exceeds the amount the Municipality has budgeted for the Deliverables, the Municipality may reject all proposals or attempt to negotiate a lower price with the proponent who, in the sole and unfettered discretion of the Municipality, has submitted the most advantageous proposal.

## **APPENDIX D – RFP PARTICULARS**

### **A. THE DELIVERABLES**

The proponent shall, except as otherwise specifically provided, at their own expense, provide all and every kind of labour, machinery, structures, materials, appliances, articles, and things necessary for the due execution of all the Deliverables set out in this RFP and shall forthwith according to the instruction of the RFP Contact commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular to the Municipality within the time specified in this RFP and/or its resultant agreement.

The Deliverables involve dismantling the old playground equipment; site preparation; supplying and installing new play structures; border landscaping; and providing safety surfacing to create an inclusive and accessible playground for children of all abilities. The new playground will provide a stimulating environment that encourages physical activity, social interaction, and inclusive play. The Municipality would like to see how the proponent has accounted for the ability of wheeled mobility-aid users to access the amenities proposed in their designs. Additionally, the Municipality is looking for unique designs to get the community, and especially kids, excited for the new amenity.

Border Landscaping and Landscaping: most of the project budget should be allocated to an enhanced play structure. In addition, the Municipality requests that the successful proponent be responsible to ensure, at project completion, that Bradwell Park is completely ready for a reopening ceremony with the site cleaned, curbing (as applicable) installed, and grass resown/seeded. Currently, the side of the playground which is facing the street has borders containing the sand and pea gravel, but the border is not flush with the ground. This trip hazard must be corrected by the successful contractor.

The successful proponent should be prepared to provide sufficient time to support notification to the community regarding the status of the project, as updates to the community on the scope of work will be frequent. This will be done through liaison with the Municipality's PM.

At project termination, the Municipality will be the sole owner of all assets installed at Bradwell Park. The successful proponent will also be required to provide the Municipality with the first equipment inspection as well as information on how to conduct inspections for the new equipment and any resulting safe work practice and/or job hazard analysis.

- Proponents must include a list and frequency of any daily, monthly, and yearly checks as well as a list of common replacement components with contemporary pricing and availability (i.e., supply timeframes), and specify any warranty
- Proponents must demonstrate that all components for the playground design are CSA approved, and if not CSA approved, must provide the standard of certification on the equipment offered
- Designs must comply with AB Building Code and are to be constructed accordingly, the successful proponent being the responsible party for assembly and installation
- The successful proponent will also be responsible for dealing with authorities regarding any utilities, whether overhead or underground, that are within the vicinity of the

Deliverables (whether on the Bradwell Park lot or within the residential area surrounding) that may affect the scope of work.

Designs:

Proponents are required to submit two (2) designs for an updated playground and are encouraged to describe in their proposals how the designs address the themes specified by the Municipality herein.

If there are price discrepancies between the two designs, proponents should include two pricing tables with itemized, broken-down expenses specific to each design. Designs should also have a timeline that would demonstrate the general supply timeframe, date of demolition, amount of “down time” without any playground amenities at Bradwell Park, when surfacing with Wood Fiber would be done and how long it would take to set, etc. The timeline should include any seasonal particulars (i.e., weather conditions that may inhibit work). The Deliverables for this project must be done prior December 31<sup>st</sup>, 2025, with the Municipality being preferential to a timeline that permits us to host a community event during the park season (spring or summer 2026) once officially reopened.

Additionally, the designs should include specific warranty information for all components as well as the lifecycle for components. Pricing for replacement components and operational maintenance must be included to advise the Municipality of ongoing costs following the termination of the capital acquisition.

Supplementary Information (POST):

In 2019, ISL Engineering and Land Services Ltd. produced [Parks, Open Space and Trails Master Plan \(POST\)](#) on behalf of the Municipality. The following components from POST pertain to the scope of the Deliverables:

- Pg. 20: [objective] “creating sustainable, low maintenance infrastructure”; “the only notable gaps...were community gardens, outdoor fitness circuits”
  - Pg. 24 “Due to Hinton’s extremely high provision of POST to population, there will inevitably be maintenance and operations conflicts...”; “using sustainable, long-term materials for new development, naturalized planning strategies to reinforce slopes and treads, and strategized long term maintenance regiments.”
- Pg. 26: [objective] “Public Safety... logical, thought-out design will develop safe environments”
- Pg. 39: Bradwell Park is a “Neighbourhood Park”, defined accordingly...
  - Create accessible space to residential areas
  - New Neighbourhood Park amenities need to be evaluated in conjunction with parks of similar need and function to determine the appropriate provision of amenities without replicating the same elements as other parks.
- Pg. 40: Bradwell Park potential development/redevelopment opportunities:
  - Playground upgrades
  - Community garden
  - Fitness program
- Pg. 42: Amenity Priorities (Section 4.5.3)
  - Be accessible to users of varying skill levels, ages and ability;
  - Provide a range of program, function and practices; and
  - Be flexible to adapt for future needs and function.

## B. MATERIAL DISCLOSURES

For proposals that include design options with a community garden, as an option under POST referenced above, proponents must include the community garden as a separate line item in the budget and provide for some form of security measure at the garden to deter wildlife from infringing (fencing, design, etc.).

The following images are aerial captures from the Municipality's [GIS system](#) of the current state of Bradwell Park, 3040 Bradwell St., Hinton AB, T7V 2G4.



The blue lines on the image above demonstrate the boundaries of Bradwell Park. The entire Park space measures at 796.6m<sup>2</sup>. The “L” shaped sandy area measures approximately 204m<sup>2</sup>. It is the responsibility of the successful proponent to confirm these measurements, and design to them accordingly. The image above demonstrates the proximity of neighbouring residences. The playground designs submitted by each proponent should not include elements that would create

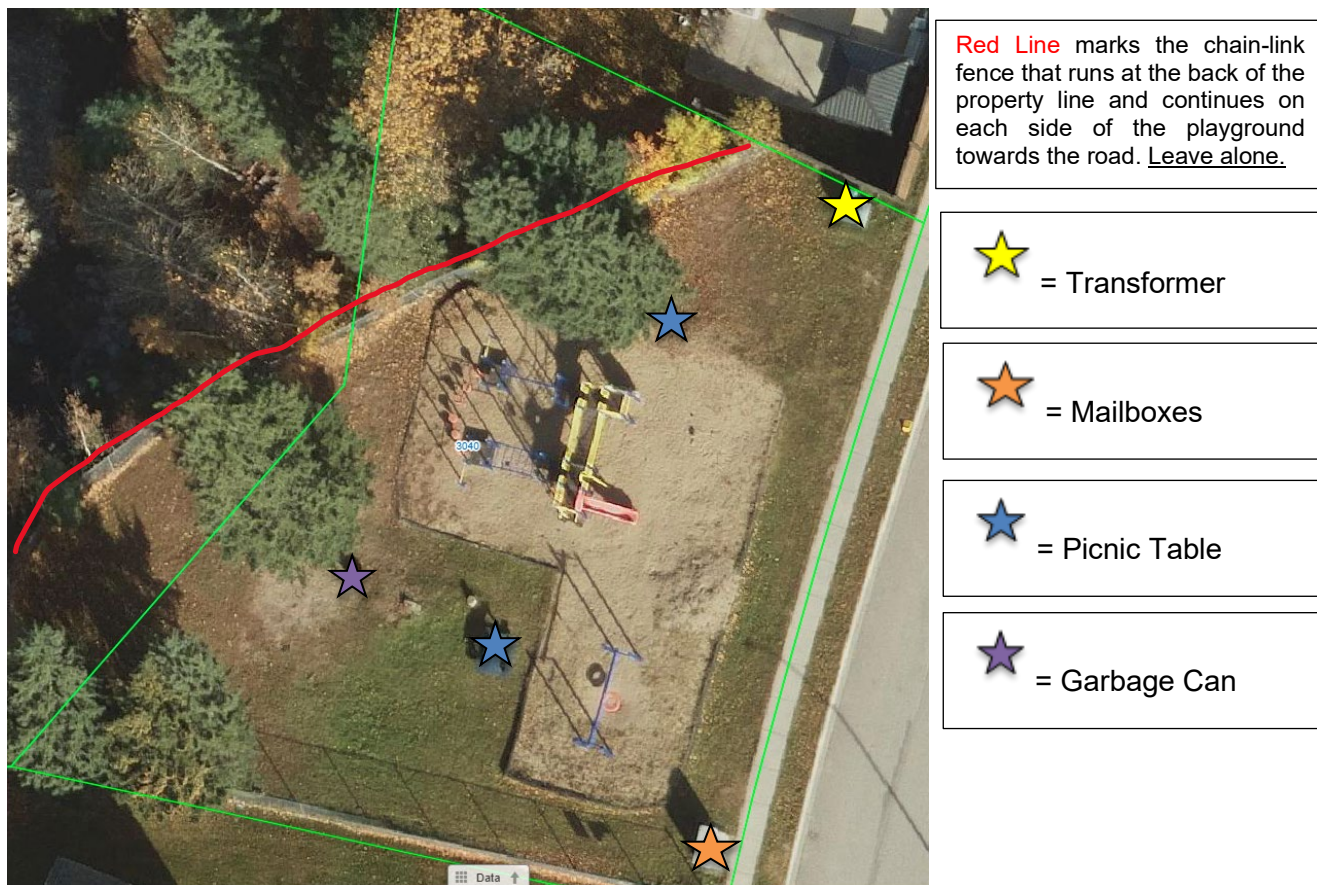


nuisance or interfere with the peaceful enjoyment by residents of their private property (i.e., musical elements/equipment).

The sand pad is currently sand and pea gravel, to be removed by the successful Proponent and replaced with Wood Fiber. The redesign options for Bradwell Park playground do not need to be placed exactly where the playground elements and sand pads are currently positioned, as long as the redesign can fit within the property boundaries. Proponents must provide for surfacing wherever they would design for playground equipment. The proposed replacement equipment does not need to be located in the same areas; however, the pods that currently have sand and pea gravel would either need to be resurfaced or landscaped depending on how they're repurposed in the designs.

Proponents should speak to how they will manage traffic and ensure the safety of pedestrian residents and drivers in the area throughout the course of the work.

FYI: the nearest residential landfill to the Municipality is the West Yellowhead Regional Landfill, with information that can be found here: [West Yellowhead Regional Landfill | Hinton, AB - Official Website](#). It may be an option, if determined later that the current structures are not unsafe, for the Municipality to resale or donate the current structures. Nevertheless, proponents should still budget in the event of disposal. This second image (above) is a zoom-in of the first image.



## **C. MANDATORY SUBMISSION REQUIREMENTS**

### **1. Submission Form (Appendix B)**

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

### **2. Pricing (Appendix C)**

Each proposal must include pricing information that complies with the instructions contained in Pricing (Appendix C).

### **3. Other Mandatory Submission Requirements**

Proposals submitted should be of sufficient detail to allow the Municipality to determine the proponent's qualifications and capabilities from the documents received. Every effort should be made to include complete details. Also be sure to include reference to:

- (a) Corporate profile, relevant corporate experience, and project success rate
- (b) Project team qualification and experience
  - Installers **must be** Children's Playground Equipment and Surfacing Certified (CPSI), with at least one certified installer to always be on the site at Bradwell Park throughout the scope of work
  - Proponents shall be actively engaged in the line of work required and shall be able to refer to work of a similar nature undertaken. They shall be fully conversant with the general technical phraseology in the English language of the lines of work covered by the RFP.
- (c) Project understanding and proposed methodology for managing the Deliverables
- (d) Confirmation of ability to meet execution requirements (insurance; WCB Clearance; Health and Safety policy, procedures, and other related documentation, COR/SECOR Certification)
- (e) Verification of Equipment and Staff availability

## **D. MANDATORY TECHNICAL REQUIREMENTS**

The successful proponent shall be responsible for and give adequate attention to the performance and completion of the Deliverables in accordance with the terms of this RFP and the specifications hereto. The successful proponent shall be responsible for the supply of all labour, materials, and equipment necessary to complete the Deliverables. All playground equipment and components need to be CSA certified, and if not CSA certified, then proponents must speak to the safety rating of the equipment they have proposed.

## **E. PRE-CONDITIONS OF AWARD**

If awarded, the proponent agrees to substantially complete the Deliverables within the designated workdays or completion date. In the event of default or failure on the proponent's part to execute

an agreement, the proponent agrees that the Municipality shall be at liberty to accept the next best-ranking or any other proposal, or to advertise for new proposals, or to carry out the Deliverables in any other way it may deem best.

Subject to execution of the agreement, the successful proponent will be required to submit the following documentation in a form satisfactory to the Municipality for execution within ten (10) working days after being notified to do so in writing:

(a) Insurance documents;

- The successful proponent should speak to how they will secure materials at the site in this residential area throughout the course of construction and ensure that they are able to demonstrate that their insurance policy/ies will cover any materials that go missing throughout the project. The Municipality will not be liable for securing materials at the site which have been delivered and dropped off by the successful proponent but not yet installed.

(b) Clearance Certificate from the Workplace Compensation Board (WCB);

- The successful proponent shall furnish a WCB Clearance Certificate indicating their WCB firm number, account number, and that their account is in good standing. This form must be furnished prior to commencement of work, every ninety (90) days, and with each invoice submitted throughout the project. The successful proponent further agrees to maintain their WCB account in good standing throughout the contract period.
- Proponents who do not have an account with the Workers' Compensation Board Alberta shall provide with their proposal evidence of a subcontractor or other company that will carry such coverage on their behalf, or the equivalent coverage in their jurisdiction.

(c) Safety Policies, Procedures, and related documentation, including training certifications and trade tickets for all the proponent's personnel, which must be kept current and available at all times for review by the Municipality throughout the project.

(d) COR/SECOR Certificate;

- The Municipality reserves the right to terminate any agreement for the Deliverables during the course of which the successful proponent is decertified from the C.O.R. or S.E.C.O.R. program.

(e) Verification of equipment and staff availability.

If the successful proponent for any reason defaults in any matter or item, the Municipality reserves the right to accept any other proposal, advertise new tender processes, or carry out the Deliverables in any way as the Municipality may, at its sole discretion, deem best.

## F. RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP.

Mandatory Criteria Category	Pass/Fail
Proposal Completeness	Pass/Fail

<b>Rated Criteria Category</b>	<b>Weighting (Points)</b>
<u>Employer Health &amp; Safety:</u> Current AB Safety Association Certificate of Recognition (COR/SECOR)	5
<u>Capital Asset Safety:</u> International Play Equipment Manufacturers Association (IPEMA) Certification, CSA-approved equipment, <i>(or other)</i> , etc.	5
i. Corporate Experience and Qualifications	25
ii. Past Project References	15 (5 pts./ea.)
iii. Warranty	5
iv. Two Design Options	20 (10 pts./ea.)
v. Project Timeline	15
<b>Pricing</b> (See Appendix C for details)	10
<b>Total Points</b>	<b>100</b>

## **Suggested Proposal Content for Non-Price Criteria**

### **Proposal Completeness**

As proposals are submitted, the RFP Contact will reach out to proponents in any instances where the Municipality deems “proposal completeness” has not been met, after which the procedures for the Rectification Period will apply.

There are two rating categories for Health & Safety components: the first relates to the health and safety of the proponent’s firm as an employer, and the second relates to the safety certifications of the equipment and materials offered by the proponent to complete the Deliverables. Each of these two categories is worth five (5) points.

#### **i. Experience and Qualifications**

Each proponent should provide the following in its proposal:

- (a) a brief description of the proponent;
- (b) a description of its knowledge, skills and experience relevant to the Deliverables; and
- (c) the roles and responsibilities of the proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise.

#### **ii. References**

Each proponent is requested to provide three (3) references from municipal clients who have obtained goods or services similar to those requested in this RFP from the proponent in the last **five (5)** years. The Municipality’s evaluation may include information provided by the proponent’s

references and may also consider the proponent's past performance on previous contracts with the Municipality or other institutions. References should be provided in the following format:

<b>Ref. #1 Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	
<b>Contract Value:</b>	

### **iii. Warranty**

Proponents must submit the warranty information for all components of their two designs submitted (Wood Fiber playground surface, playground equipment/amenities, etc.).

### **iv. Design Options**

Proponents will submit two (2) design options with their proposal. Designs should cater to the themes that are referenced in Appendix D herein. Proponents are encouraged to provide supplementary information (details) on how their designs meet or exceed the criteria determined by the Municipality. The successful proponent's designs will be brought forward to the community for a vote on which design will be executed, with the majority vote ruling. The Municipality will coordinate this outreach campaign.

Should there be any price discrepancy between the two designs, proponents must provide a pricing table with broken-down, itemized expenses for each design.

For the Municipality, it is important that the playground designs include for the ability of all users, including wheelchair users, to access the amenities as much as feasible. Proponents could include for different types of surfacing, such as rubberized paths, to support the ability of wheelchair users to access the different amenities.

FYI to proponents. On the current play structure, a south-facing metal slide was removed due to the heat capture following direct sunlight.

### **v. Timeline**

As referenced in Appendix D, the Municipality will be preferential proposals that account for a project timeline which allows for the completion of all scoped work components in time for a spring/summer 2026 opening event, which the Municipality will program. Proponents can demonstrate their timeline in their proposals as they see fit, with examples being GANTT charts or written statements with a guarantee.

## **G. RFP ATTACHMENTS**

The proponent is fully responsible for obtaining all information required for the preparation of its proposal and for the execution of the Deliverables. The Municipality is not responsible for undertaking any investigations to assist the proponent. Any information, plans, drawings, shop drawings or existing equipment or facilities, photos of the original construction, reports or other documents which are not included or referred to in the RFP form no part of this RFP process. The Municipality assumes no responsibility of any kind whatsoever arising from or relating to its failure to include or refer to such information. Proponents who obtain or rely upon such information or other documents do so entirely at their own risk.

Attachment 1 (zip file): Bradwell Playground Images

- Seven (7) image files of the current playground structures