Request for Proposal

Project Title: Hagar and Warren Playground Renewal

Request TMW # 2026-20 Issue Date: January 15, 2026

Activity	Date
Initial Release	November 27, 2026
Bids Due	January 15, 2027 at 4:00 p.m. Eastern
Bids Opened	To be confirmed by addendum
Bids Presented to Council	Following evaluation; date to be confirmed

Municipality of Markstay-Warren
21 Main Street, South
P.O. Box 79
Markstay, ON, P0M 2G0

1 PUBLIC PROCUREMENT NOTICE

The Municipality invites proposals for the design, supply, delivery, installation, safety surfacing and independent inspection of two public playgrounds in Hagar and Warren. This RFP is a public solicitation. Each site must be priced separately; the Municipality may award one or both sites, subject to approvals and available funding.

2 SUBMISSION DEADLINES AND METHODS

All submissions for responding to this Request must be submitted to our office, as stated below, no later than:

Submissions are accepted no later than Friday, January 15, 2027 at 4:00 p.m. Eastern Time. The proposal period is apprx 8 weeks.

The use of mail to deliver a tender will be at the respondent's risk.

Submissions sent in electronic format will be accepted through email at info@markstay-warren.ca

Tenders Delivered in Person or By mail must be submitted in a sealed envelope and shall be clearly marked with the following:

- ☐ The Name and Address of the Respondent
- ☐ The Request Number
- ☐ The Project Title

Administration staff will affix on the sealed envelope:

- ☐ Date and time of receipt

Tenders Delivered Electronically must be submitted using a neutral format (i.e. PDF, Scanned image files such as .jpg) The body of the e-mail must include the following:

- ☐ The Name and Address of the Respondent
- ☐ The Request Number
- ☐ The Project Title

Municipal staff will record the date and time of electronic receipt.

- ☐ Receipt is determined by the Municipal email system; proponents must allow time for delivery and obtain acknowledgement before closing.

Staff will reply with a message indicating the response has been received.

3 SUBMISSION QUESTIONS AND CLARIFICATIONS

Lead Person: Ronny Theiss, Public Works Manager. Submit written questions to info@markstay-warren.ca, by January 15th, 2026 at 4:00 p.m. Eastern Time. Site visits may be arranged through the Lead Person; no verbal statement changes this RFP.

Any revisions to the proposal or questions which may give any proponent an advantage in the bidding process will be posted on the web site on the bid page.

All questions and answers will be posted through our Web Site.

4 SUBMISSION DELIVERY ADDRESS,

The delivery address to be used for all submissions is:

Municipality of Markstay-Warren
21 Main Street, South
P.O. Box 79
Markstay, ON, P0M 2G0
Tel: 705-853-4536
Fax: 705-853-4964

5 SUBMISSION OPENING

The opening arrangements and Council consideration date will be confirmed by the Municipality by addendum. No award date is guaranteed. Proposals received after closing will not be considered.

Document Contents

Submission deadlines and methods
Questions and clarifications
Delivery address and opening
Amendment and withdrawal
Addenda
Specifications and scope of work
Assumptions and constraints
Terms and conditions
Health and safety
Contractor code of conduct
Selection criteria
Required documentation
Declaration
Bid form
Product availability and notes

6 AMENDMENT AND WITHDRAWAL OF SUBMISSION

Requests for withdrawal of submission shall be allowed if the Request is made before the closing time for the contract to which it applies. Requests shall be directed to the Lead Person by letter or in person, by a Senior Official of the company, with a signed withdrawal confirming the details. Telephone requests shall not be considered. The withdrawal of a tender does not disqualify a bidder from submitting another tender on the same contract.

7 ADDENDUMS

The Municipality may, at its discretion, amend or supplement the documents for this Request by addendum at any time before the closing date for receipt of Proposals. Changes to the requested documents shall be made by ADDENDUM ONLY. Such changes made by addendum shall be supplementary to and an integral part of the Request. All addenda must be signed and included in the final submission acknowledging all addenda issued by the Municipality. While the Municipality will endeavor to notify prospective Proponents of the issuance of an addendum, the Municipality assumes no liability for the notification, and it is the responsibility of each Proponent monitor and determines whether any addenda has been issued by the Municipality.

8 SPECIFICATIONS AND SCOPE OF WORK

8.1 INTRODUCTION

The Municipality seeks two complete, safe and accessible public playground installations. Designs shall provide the play functions described below using any compliant manufacturer. Brand names, proprietary models and exact replication of a particular layout are not required. The base proposal shall include all work needed for a complete installation ready for Municipal acceptance.

8.2 QUALIFICATIONS

Provide three comparable public playground project references completed within the last five years; manufacturer authorization or installation training; key personnel and subcontractor qualifications; evidence of equipment and surfacing compliance; and the proposed independent inspector's current Canadian Certified Playground Inspector credentials or an equivalent qualification acceptable to the Municipality. The inspector must be independent of the equipment manufacturer, supplier and installer and approved by the Municipality.

8.3 SPECIFICATIONS

CSA compliance: equipment, layout, installation and protective surfacing shall comply with CSA Z614:20 (R2025), Children's playground equipment and surfacing, including applicable amendments in effect on the issue date. Provide product-specific third-party certification to this standard, such as verifiable IPEMA certification where available, and supporting test reports for equipment and surfacing. Any component outside a certification program requires equivalent independent compliance evidence acceptable to the Municipality. A general statement that equipment is "CSA approved" is insufficient.

Hagar base scope: one interconnected multi-activity structure primarily for ages 5–12, with at least three slide experiences, varied climbing activities, an elevated connecting element, ground-level sensory or interactive panels, and an accessible transfer or access arrangement. Include one two-bay swing set with four seats: two belt seats and two enclosed toddler seats, with age-appropriate separation and signage. Provide a comparable level of play value without specifying a proprietary design.

Warren base scope: one interconnected multi-activity structure primarily for ages 5–12, with at least two slide experiences, varied climbing elements, overhead traversing or balance activities, stepping elements, ground-level sensory or interactive panels, and an accessible transfer or access arrangement. Swings are not required in the Warren base scope; proponents may price them separately as an option.

Include dimensioned layouts showing equipment footprints, use zones, separations, accessible routes, drainage, foundations, maximum fall heights and surfacing quantities and depths. Illustrative planning envelopes are approximately 33 × 43 ft for the Hagar structure, 36 × 28 ft for its swing zone, and 51 × 53 ft for the Warren structure. These are concept benchmarks, not surveyed boundaries or approved use zones; verify the actual sites and all CSA clearances.

Provide durable new commercial equipment suitable for Northern Ontario, corrosion-resistant finishes, tamper-resistant fasteners, documented spare-parts availability, and manufacturer warranties. Identify capacities, materials, colours and maintenance needs. Residential equipment and used or refurbished equipment are unacceptable.

Provide a complete accessible impact-attenuating surfacing system at each site, including excavation, subbase, drainage, containment, accessible entries and transitions. Identify the proposed material, tested critical fall height, installed thickness, maintenance and life-cycle costs. Include product test reports and post-installation field impact testing at representative locations using a recognized method applicable under CSA Z614, by a qualified independent tester.

Accessibility: meet applicable AODA Design of Public Spaces requirements, including firm, stable, impact-attenuating surfaces and clearance for children and caregivers with disabilities. Apply CSA Z614 Annex H as a contractual design requirement. Provide inclusive ground-level activities and accessible circulation. Support Municipal consultation with the public, persons with disabilities and the accessibility advisory committee where applicable before final design approval.

Work Break Down Structure

WBS1 Site verification and kickoff — verify dimensions, access, existing equipment and surfacing, drainage, utility locates and subsurface assumptions. Do not rely on concept dimensions as a site survey. Municipality to confirm site addresses and boundaries before issue. Identify any remaining removals and price them separately as defined allowances or options; do not remove retained assets without written approval.

WBS2 Design — provide layouts, elevations, renderings, compliance evidence and accessibility schedule for Municipal approval before manufacture. Include foundation design and any required Ontario professional engineering review. Identify permits and responsibility for obtaining them.

WBS3 Supply and installation — include freight, unloading, storage, equipment, foundations, assembly, earthworks, drainage, surfacing, accessible connections, bilingual age and safety signs, fencing during construction, cleanup and restoration of disturbed areas. Protect retained trees, utilities and park facilities.

WBS4 Inspection and acceptance — arrange and pay for an independent comprehensive post-installation inspection of each complete playground against CSA Z614 and the approved design, including entrapment, protrusion, fall heights, use zones, connections, foundations, surfacing and accessibility. Provide signed reports, photographs and field test results directly to the Municipality. Correct every deficiency and pay for reinspection until compliance is confirmed in writing.

Neither playground may open until the Municipality has received satisfactory final inspection and surfacing test reports, all deficiencies have been corrected, and written Municipal acceptance has been issued. Product certification does not replace inspection of the installed playground.

WBS5 Handover and warranty — supply as-built layouts, product certification records, inspection reports, manuals, inspection checklists, maintenance and replenishment schedules, warranty certificates and a staff orientation session. Provide at least a two-year workmanship warranty from acceptance, plus the stated manufacturer warranties. Price an independent follow-up inspection before the workmanship warranty expires within the base price.

Propose a realistic 2027 installation schedule for each site, identifying design approval, manufacturing, delivery, installation, inspection and opening milestones. Final completion dates will be agreed in the contract. Winter installation is not assumed.

9 ASSUMPTIONS AND CONSTRAINTS

The Municipality will not be held liable for any errors or omissions in any part of this Request. The information contained herein is supplied solely as a guideline for responding Proponents. The information is not guaranteed or warranted to be accurate by the Municipality, nor is it necessarily comprehensive or exhaustive. Nothing in the Request is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Request. Should the Municipality be contacted, no oral explanation or interpretation will modify any of the requirements or provisions of the proposal documents.

The successful Proponent will provide continuous and adequate protection of all work from damage and will protect the Municipality's property from injury or damage arising from or in connection with this work. The successful Proponent will make good any such damage or injury.

The successful Proponent will employ only orderly, competent and skillful employees to ensure that the services are carried out in a confidential and respectable manner.

The successful Proponent will ensure all services and products provided in respect to this proposal are in accordance with, and under authorization of all applicable authorities, municipal, provincial and/or federal legislation.

Maintain commercial general liability insurance of at least $5,000,000 per occurrence, naming the Municipality of Markstay-Warren as an additional insured for these operations. Provide evidence before work begins, together with automobile coverage where applicable and professional liability of at least $2,000,000 for professional design services. Maintain current WSIB clearance or an acceptable documented exemption.

The successful Proponent and its employees may have access to information confidential to the Municipality. This information may include, but is not limited to, terms of this agreement, business methods and systems, contractual terms, pricing, personal information, etc. subject to disclosure by force of law, the successful Proponent agrees that it and its employees who have access to this information will not either during the term of the agreement or at any time thereafter reveal to any third party any of this confidential information or use in any way, whether on the successful Proponent's behalf or on behalf of any third party, any such information

Deliverables prepared specifically for the project shall be provided to the Municipality with a perpetual right to use them for operation, maintenance and future repairs. Identify any pre-existing proprietary material and provide the licences needed for Municipal use.

10 TERMS AND CONDITIONS

10.1 RELATING TO THE SUCCESSFUL CANDIDATES:

- Contract — award is subject to required Municipal approval, funding and execution of a written agreement. The selected proponent shall provide required insurance, WSIB and contract documents within ten business days of notice, unless otherwise agreed.
- Notice of award will be issued in writing. Selection alone does not authorize manufacture, delivery or construction.
- Payment — propose milestone payments tied to verified deliverables. No full prepayment is assumed. Payment, statutory holdbacks, proper invoices and release of holdback shall comply with applicable Ontario Construction Act requirements. Final payment is subject to satisfactory inspection, deficiency correction and handover, with any mandatory statutory payment rules prevailing.
- **Price** - The Proponent shall abide by the total price stated in the submission document. No further payments beyond the contract amount will be made for any additional services required to provide a satisfactory deliverable. If additional requirements are requested by the Municipality beyond the original scope of work described in this Request, the cost of these services would be negotiated between the Municipality and the company that has been selected to perform the work. Any additional work will only be undertaken based on a request in writing from the Municipality of Markstay-Warren.
- **Change Orders** – Change orders may be issued on the contract as negotiated between the Municipality and the proponent. Change orders can be used to request additional services or to allow for modifications for unforeseen circumstances. The unit rates shall be those agreed to through the financial proposal.
- **Termination** - The Municipality reserves the right to immediately terminate the contract for sufficient cause, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, unprofessional behaviour as outline in our contractor code of conduct, etc.
- Public record — proposals and related records are subject to the Municipal Freedom of Information and Protection of Privacy Act. Clearly identify confidential information and the grounds for confidentiality; the Municipality cannot guarantee non-disclosure where disclosure is required by law.
- **Conflict of Interest** - Proponents shall immediately disclose to the official point of contact any potential or real conflict of interest whether direct or indirect in nature as it may relate to the Municipality, its elected officials, officers, employees and/or the present Bid Solicitation. Where, in the Municipality's opinion, a significant conflict of interest is found to exist and cannot be sufficiently mitigated, the Municipality reserves the right to disqualify the Proponent from participating in the Bid Solicitation.

11 HEALTH AND SAFETY

The contractor shall comply with the Occupational Health and Safety Act and applicable regulations, including construction requirements where applicable, and shall fulfill constructor responsibilities where assigned in the contract. Provide a site-specific safety plan and maintain competent supervision.

Keep both work areas secured against public access until written acceptance. Provide temporary barriers, warning signs and safe separation from other park users. Maintain emergency access.

Complete utility locates before excavation and confirm foundation conditions. Protect workers and the public during lifting, unloading, excavation, concrete placement and equipment assembly.

Use compliant tools, equipment and personal protective equipment, with required training, inspections and fall protection. No defective equipment is permitted.

Provide applicable worker training records, emergency procedures, first aid arrangements and current safety data sheets. Comply with WHMIS requirements.

Report incidents, injuries, near misses and environmental damage promptly to the Municipality and to statutory authorities as required.

Maintain good-standing WSIB clearance before mobilization and throughout the work, or provide an acceptable documented exemption. The contractor remains responsible for subcontractor safety and compliance.

Document regular safety meetings and make records available to the Municipal contract administrator.

12 CONTRACTOR CODE OF CONDUCT

12.1 GENERAL POLICY STATEMENT

Contractors and subcontractors shall act professionally, respectfully and safely when performing Municipal work. Comply with applicable human rights, accessibility and workplace harassment requirements.

Application

These requirements apply to the contractor, its employees and subcontractors. They do not create a Municipal employment relationship.

Rules of Conduct

No harassment, discrimination, threats, violence, theft, intentional property damage or impairment at work is permitted. Follow Municipal site rules and smoke-free requirements.

12.2 COMPLAINTS AND CORRECTIVE ACTION

Report concerns to the Municipal contract administrator or the CAO/Clerk. The Municipality may require corrective action, removal of personnel from the site or contractual remedies according to the agreement and applicable law. Immediate action may be taken to protect safety.

Confidentiality

Protect personal and confidential Municipal information obtained through the work. This obligation does not prevent lawful reporting or disclosure required by law.

13 SELECTION CRITERIA

Mandatory requirements are assessed first: timely submission, signed declaration, pricing for both sites, a complete installation scope, CSA compliance evidence or a documented route to acceptance, and independent inspection commitment. Non-compliant proposals may be rejected. Compliant proposals will be scored using the matrix below.

Price score = (lowest compliant evaluated base price ÷ proponent evaluated base price) × 30. For a two-site award, evaluate the sum of standalone base prices less any unconditional combined-award discount. For a single-site award, evaluate that site's standalone price; technical scoring will reflect the site being awarded.

Evaluation criterion	Weight
Mandatory requirements	Pass or fail
Design, play value, durability and accessibility	30 points
Delivery schedule and installation methodology	20 points
Experience, independent inspection plan, warranty and maintenance	20 points
Total evaluated base price excluding HST	30 points
Total	100 points

The Municipality may reject any or all proposals, cancel the RFP, or award one or both sites subject to approvals and funding. Any separate awards will use the submitted standalone site prices and the same published criteria. Minor irregularities may be clarified only where doing so preserves fair treatment and does not permit a material bid change. The lowest price is not necessarily accepted. Proponents bear their preparation costs. Any negotiations with the highest-ranked proponent must remain within the advertised scope; if unsuccessful, the Municipality may proceed to the next-ranked proponent or cancel.

14 Required Documentation with Bid Submission

As part of the bid submission, the contractor must supply the following documentation where it applies to the work they are completing:

14.1 For all Proposals

- ☐ Signed Declaration and completed Bid Form, including acknowledgement of all addenda.
- ☐ Separate Hagar and Warren technical designs, standalone prices and any clearly identified combined-award discount.
    - **Provincial and Federal Taxes (H.S.T.)** - Tenders shall include applicable H.S.T. taxes. This tax shall be shown separate from the unit price. The Proponent shall include with the executed documents, at the time of submission, on company letterhead, notification to the Municipality of their H.S.T. Registration Number (if any)
- ☐ **Other -** Proponents may include any additional information regarding their firm and/or services that may prove beneficial to the evaluation of the proposal. These would be provided in the form of appendices.
- ☐ **Instructions for Technical Proposals**
    - Submit one coordinated proposal covering both sites, with separate site designs, schedules and prices. Label optional enhancements separately; options shall not replace mandatory base requirements.
    - Provide a compliance matrix addressing every specification, equipment certifications and test evidence, surfacing details, accessibility, installation method, proposed inspector qualifications and independence, references, warranties and maintenance support.
    - Consider indicating reporting and quality controls used in your facility
- ☐ **Instructions for Financial Proposals**
    - Provide all-inclusive Canadian-dollar prices for each site, itemized by design, equipment, freight, installation and foundations, site preparation, drainage, surfacing, accessible connections, signs, restoration, independent inspection and tests, reinspection, handover and warranty inspection. State HST separately.
    - State fixed prices and unit rates for clearly defined potential extras. Disclose quantities and assumptions; no unapproved extras are payable.
    - Travel costs must include distance of travel expected and any lodging, per diem and hourly costs (i.e. kms, or from: Address to site)
    - Identify all exclusions and site assumptions. Mandatory work omitted from the base price may make the proposal non-compliant.
    - Proposals shall remain valid for 120 days after closing. Any allowance must state its scope and basis. Optional features and combined-award discounts must be separately identified and are not included in the base evaluation unless stated by addendum.

14.2 For all work performed by professionals licensed under a regulated trade or professional organization

- ☐ Organization's license number, identification of a copy of their license
- ☐ The licenses or license numbers of key individuals taking responsibility for the project
- ☐ For technical teams: The organizational structure and CV of team members

14.3 For all Service Work Performed on Municipal Property

- WSIB Coverage
  - ☐ Proof of active workers compensation in good standing OR
  - ☐ For individual contactors: a completed copy of the 'Determining worker/independent operator status questionnaire through WSIB which can be found at: https://www.wsib.ca/en/forms/determining-worker-independent-operator-status
- Insurance
  - ☐ Evidence of the insurance required in Assumptions and Constraints, or confirmation it can be provided before contract execution.

15 DECLARATION

Company:		
Name:		
Address:		
Phone	**Fax**	**E-Mail**

The Respondent declares:

- All parties with an interest in this proposal, including subcontractors and any actual or potential conflicts of interest, have been disclosed.
- This proposal has been prepared independently and without collusion or fraud.
- All actual or potential conflicts involving Municipal elected officials or staff have been disclosed in the submission.
- The content and requirements of this proposal document have been read and understood.
- The prices set forth in this Quote Form include full compensation to furnish all labour, equipment, materials and supplies and transportation necessary or incidental to completing the work in strict accordance with said documents.
- All prices are quoted in Canadian funds.
- **All or any proposals not necessarily accepted**.

Signed at _____ on this _____ day of _____, 2026.

Print - Witness	Print - Respondent
	Title - Respondent
Signature - Witness **Date**	**Signature Respondent** **Date**

16 BID FORM

Complete the pricing schedule below and attach the detailed cost breakdown required above. Prices must be standalone for each park. State options and combined-award discounts separately.

I_____*(Name or Company)* do hereby submit the following bid price to perform the related work as outlined in the Scope of Work.

Project	Hagar and Warren Playground Renewal		
Base scope	Hagar CAD	Warren CAD	Combined CAD
Complete installation before HST	_____	_____	_____
HST	_____	_____	_____
Total including HST	_____	_____	_____
Combined-award discount before HST	Not applicable	Not applicable	_____
Net combined price including HST	Not applicable	Not applicable	_____

17 PRODUCT AVAILABILITY

Proposed dates for each site: design approval _____; delivery _____; installation _____; independent inspection _____; ready for acceptance _____. Attach the detailed schedule.

18 NOTES:

List exclusions, assumptions, optional prices, addenda acknowledged and HST registration number. Attach separate sheets as required.

Appendices

Attach proposed layouts and renderings, compliance matrix, certifications and test evidence, references, team qualifications, inspection plan, schedule, warranties and optional enhancements. No proprietary sample quotation or supplier drawing forms part of this RFP.