



REQUEST FOR PROPOSAL

**File No. PR-2020-03**

**KINGSVILLE PICKLEBALL AND BOCCE FACILITY**

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## **1. INTRODUCTION**

The Town of Kingsville was amalgamated combining the former Townships of Gosfield North, Gosfield South and Town of Kingsville and provides a unique blend of picturesque small urban centres to live in such as, the Village of Cottam and Hamlet of Ruthven in addition to the former Town of Kingsville. The current population of the Town of Kingsville is approximately 21,000.

## **2. DELIVERY OF PROPOSAL**

### **a. Closing Date and Time**

Proposals shall be submitted on or before **TBD November xx, 2020 at 11:00 a.m.** local time. Any proposals received after the specified closing date and time will not be considered.

The proposal schedule is as follows:

<b>Task</b>	<b>Date</b>
Issue Request for Proposal	<b>TBD xx, 2020</b>
Receive Proposals	<b>TBD xx, 2020</b>
Proponent Interviews (if required)	December of 2020
Award of Contract	January of 2021
Completion of Contract (Construction Completed by)	June of 2021

### **b. Corporate Contacts**

Additional information regarding this Request for Proposals can be obtained by contacting the following person(s) by email:

Dan Wolicki  
Manager of Municipal Facilities and Properties  
Phone: 519-733-2123 x422  
Email: [dwolicki@kingsville.ca](mailto:dwolicki@kingsville.ca)

### **c. Acceptance of Proposals**

The lowest bid of any Proposal may not necessarily be accepted. The Corporation of the Town of Kingsville also reserves the right to delete any part, or parts from the

Proposal without stating reasons thereof. In the event of any deletion, it is agreed that the proponents will have no claim for loss of potential profit or overhead costs.

### 3. **PROPOSAL SUBMISSIONS**

Submissions shall, at a minimum, address all of the following:

#### **a. Statement of Qualifications**

A statement of qualifications including the following:

- a) Expertise and experience of the firm and project team members relative to the scope of work contained in this RFP;
- b) References and samples of comparable projects completed by the Proponent within the last five (5) years;
- c) Identification and statement of qualifications of the principal(s) and all project team members who will be assigned to the projects. A description of their role(s) on the project team, and,
- d) Current workload and ability of Contractor to complete project(s) in a timely manner.

The Town of Kingsville may investigate other works performed by a Proponent as it deems necessary to determine the ability of the Proponent to perform the work. The Town reserves the right to reject any proposal if the evidence submitted by or investigation of a Proponent fails to satisfy it that the Proponent is qualified to carry out the obligations of the contract.

#### **b. Understanding the Scope of Work**

Proposals shall include:

- a) Acknowledgement of the Scope of Work and Deliverables;
- b) A clear description of the Contractor's approach to the project with a clear statement of work responsibilities, time commitments and proposal fees;
- c) Identification of any statutory requirements that may impact the project,
- d) A proposed project schedule, including details on project milestones
- e) A schedule of proposed man hours supporting the project schedule and fee proposal.
- f) A total proposal fee. The Proposal Fee shall be a firm price (upset limit) and include all payroll costs, benefits, overhead and profit. All disbursement costs for printing, telephone charges, approved travel, etc. shall be included and would be reimbursable at cost. Invoices must accompany all expenses.
- g) A description of cost control measures that will be employed to effectively handle the project budget must be included. The Contractor must specify in

the proposal, the total consulting fees required to satisfy the terms of reference.

- h) Identification and detail for all costs for each stage of the work plan, by project task, specific time and cost breakdown for each major activity and workload by staff and sub contractor s assigned to this project.
- i) Identification of total man hours for each stage of the work plan, by project task and staff allocated for each major activity assigned to this project.
- j) The fee structure shall be based on milestones and deliverables to the Town of Kingsville over the duration of the contract period.

**c. Deliverables**

The following shall make up the sections of the proposal document uploaded to the Town of Kingsville's electronic tendering system. Failure to upload all sections listed below will result in significant reduction in the overall scoring as described in Section 6 of this document. (Evaluation of Proposals)

- a) Introduction/Understanding of Project Scope (Max. 3 pages)
- b) Qualifications of project personnel (Max. 3 pages)
- c) Experience with projects of similar size and scope (Max. 3 pages)
- d) Project work plan, schedule, approach and methodology (Max. 3 pages)
- e) As-built drawings or design shall be supplied to the Town of Kingsville in a digital PDF format
- f) Proposal fee, manpower involvement and availability of key personnel (Max. 3 pages)
- g) Cost control measures (Max. 2 pages)
- h) Accessibility Agreement (Provided in Appendix A)
- i) Proposal Fee Submission Form (Provided in Appendix B)

**4. PROPOSAL COSTS**

The Town is not liable for any costs incurred by the Proponents in preparing responses to this RFP or for any work performed prior to official appointment by the Town.

**5. EVALUATION OF PROPOSALS**

The Contractor shall specify in their Request for Proposal, a detailed summary of the activities that the contractor will require the Municipal staff to carry out. Municipal Staff will have limited involvement in this project.

The proposal submission should be clear, concise and complete. The Town of Kingsville shall be the sole, final decision in the selection process.

A combined quality and cost based comparison will be used, where the Evaluation Committee weighs and combines scores of the technical and financial portion of the proposal to obtain final ranking of the proposals and recommendation for award. The criteria used to evaluate technical proposals and the points (or weights) given to each are noted below:

<b>Criteria</b>	<b>Maximum Score</b>
Fee Proposal	30
Experience with Similar Projects and Qualifications of Key Personnel	25
Understanding of Project Scope and Proposal Quality	15
Proposed Work Plan and Schedule	20
Value Added / Innovative Concepts	10
<b>Total Points</b>	<b>100</b>

All Proponents should carefully review this Request for Proposal for errors or questionable matter. Comments or the need for clarification must be made in writing as requested in this RFP. Disputes based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Town of Kingsville as per the terms set out in this Request for Proposal.

## **6. INSURANCE**

### **a. Insurance Coverage**

Contractors are required to maintain the following insurance coverage for the full term of the Contract and any subsequent maintenance periods. There are to be no lapses in insurance at anytime during the Contract. Failure for the Firm to maintain its insurance current will result in the Contract being terminated.

The minimum insurance requirements of the Town of Kingsville, in Canadian dollars, shall be as follows:

#### **i. General Liability Insurance**

To an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence including but not limited to bodily injury, death, personal injury, property damage, tenant legal liability, contractual liability, cross liability/severability of interest provisions, product and completed operations coverage, Town of Kingsville's protective coverage and non-owned automobile coverage.

Coverage shall not contain any exclusions or limitations in respect of tunneling, shoring, underpinning, raising or demolition of any building or structure, pile driving, caisson work, collapse of any structure or land from any cause. The Tenderer shall be solely responsible for all damage, loss or costs resulting directly or indirectly from such use.

Coverage shall be endorsed to include all of the following parties listed below as additional named insurers all of whom shall also be indemnified from and against all claims, demands, losses, costs or any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit arising out of or in any way related to the performance of the Contractor's obligations under the contract.

- Corporation of the Town of Kingsville

The successful Proponent shall be responsible for any loss or losses within the deductible limit. The coverage shall be primary and the insurer will act as first loss insurer against the risk covered and not excess to any other insurance available to the additional insured.

#### **ii. Automobile Liability Insurance**

The successful Proponent shall also carry coverage for a minimum of Two Million Dollars (\$2,000,000) per occurrence in third party liability insurance on the vehicles (both owned and not owned by the Firm) used in the performance of the Work inclusive for bodily injury, including death, personal injury and property damage arising from any one accident or occurrence.

#### **iii. Professional Liability Insurance**

The successful Proponent shall also carry Professional Liability Insurance in a minimum of Two Million Dollars (\$2,000,000) per occurrence subject to an annual aggregate of Four Million Dollars (\$4,000,000.00).

#### **b. Change in Coverage**

If the Client requests, in writing, to have the amount of coverage increased or to obtain other special insurance for this Project then the Contractor shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Contractor until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

#### **c. Proof of Insurance**

Proof of such insurance is to be submitted and filed to the Town of Kingsville contact listed in Section 2.2 of the Information to Proponents before commencing any work.

7. **EMPLOYMENT INSURANCE AND WORKPLACE SAFETY AND INSURANCE ACT**

The Contractor shall at all times, pay or cause to be paid, any assessment or compensation required to be paid pursuant to the *Workplace Safety and Insurance Act*. The Contractor shall, at the time of entering into a contract with the Town, provide to the Town satisfactory proof that all assessments or compensation payable to the Board have been paid and the Town may, at any time during the performance or upon the completion of such contract require a further declaration that such assessments or compensations have been paid.

A Certificate of Clearance shall be submitted with every invoice during the project term.

The Contractor clearly understands and agrees that they are not covered by the Town of Kingsville under the Workplace Safety and Insurance Board, the *Unemployment Act*, or any Act, whether Provincial or Federal, in respect of the Contractor, their employees and operations, and shall upon request furnish the Town of Kingsville with such satisfactory evidence that he has complied with the provisions of any such Acts.

If the Contractor fails to do so, the Town of Kingsville shall have the right to withhold payments of such sum or sums of money due to them that would be sufficient to cover their default and the Town of Kingsville shall have the right to pay same. Information on coverage under the Workplace Safety and Insurance Act can be obtained directly from the Workplace Safety and Insurance Board. The Town is not to be deemed the employer or the supplier of a Contractor's personnel under any circumstances whatsoever.

8. **OCCUPATIONAL HEALTH AND SAFETY ACT**

The Successful Proponent shall comply with all conditions and regulations of the *Occupational Health and Safety Act* and all applicable regulations and amendments thereto and any other Federal or Provincial Statute or Local By-Law concerning safety during the term of their work on this contract. The Contractor will agree to take full responsibility for any Health and Safety violations as well as the cost to defend such charges as a result of any violation.

9. **ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT**

Contractors will provide the Town with documentation indicating that training in accordance with the requirements of regulation 429/07 has been provided to all of their staff who will be providing services on behalf of the Town of Kingsville. Refer to Appendix A – Contractor Accessibility Agreement. Information on accessible customer service training is available online from the Ministry of Community and Social Services at [www.accesson.ca/index.aspx](http://www.accesson.ca/index.aspx).



**10. RESERVATION OF RIGHTS**

Proponents will not have the right to change conditions, terms or prices of the proposal once the proposal has been submitted in writing to the Town, but shall have the right to withdraw a proposal once it has been submitted up to the closing date and time provided in Section 2.1 of this document.

**11. ADDENDA**

The Town reserves the right to issue addenda to this Request for Proposal. It is the responsibility of Proponents to review and include addenda in their submissions for any addenda issued following the issuance of this Request for Proposal.

Addendum/Addenda will typically be issued through the Town of Kingsville's electronic tendering system, Forty-eight (48) Hours prior to Closing Time and Date.

In the event an addendum is issued within Forty-eight (48) Hours prior to Closing Time and Date, it may include an extension of the Closing Time and Date. It is the responsibility of the proponent to have received all Addendum/Addenda that have been issued. Proponents should check online at <https://kingsville.bidsandtenders.ca> prior to submitting their Proposal and up until closing time and date in the event additional addendums are issued.

The Corporation encourages Proponents **not** to submit their Proposal **prior to** forty-eight (48) hours before the Bid closing time and date, in the event that an addendum is issued. If a Proponent submits their proposal prior to this or at any time prior to the closing and an addendum/addenda is issued by the Corporation, the Town of Kingsville shall **WITHDRAW** their submission. The Proponent is solely responsible to:

- i) make any required adjustments to their Proposal; and
- ii) acknowledge the addendum/addenda; and
- iii) Ensure the re-submitted Proposal is **RECEIVED** by the Town of Kingsville no later than **11:00:00 a.m. (11:00:00 hours) local time**, on the Closing Date.

**12. CONFLICT OF INTEREST**

Proponents participating in this Request for Proposal process shall disclose, prior to entering into an agreement, any potential conflict of interest. If such a conflict exists, the Town of Kingsville may, at its discretion, withhold the award of a contract from the Proponent until the matter is resolved.

**13. CONFIDENTIALITY**

The Town and the Proponent agree that the content of each response to this RFP will be held in the strictest confidence, and details of any response will not be discussed

with any other party. By submitting a response to this RFP, each Proponent agrees not to disclose, at any times, these details. Only information subject to the *Freedom of Information and Privacy Act R.S.O. 1990, C.M. 56* may be disclosed. The Town agrees to notify the Proponent should a request for information be received.

**14. PRICING TO REMAIN FIRM**

Pricing provided under this Request for Proposal shall remain firm for a period of sixty (60) days from the date of closing this Request for Proposal.

Final acceptance of the proposal will be subject to the successful negotiation and execution of a written contract meeting the expenditure limits and required terms and conditions acceptable to the Town.

**15. PAYMENT OF FEES**

The Contractor's Proposal will provide the Town with a timeline of deliverables with their associated cost. The Town will pay the Contractor its fees based on the completion of milestones as defined within the Contractor's proposal.

The timeline provided by the Proponent will provide the number of person hours, the amount of fees, and the amount for disbursements for each task.

**16. AGREEMENT**

The successful Proponent will be required to enter into an agreement with the Town upon Town Council authorizing the execution of an agreement.

**17. PROCUREMENT POLICY BY-LAW/GOVERNING LAW**

Proposals will be called, received, evaluated, accepted and processed in accordance with the Town's Procurement and Purchasing Policy By-Law. By submitting a Proposal for this subject, the Proponent agrees to be bound by the terms and conditions of such By-Law and any amendments thereto, as fully as if it were incorporated herein.

Any Contract resulting from this Request for Proposal shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

**18. ACCURACY OF RFP AND RELATED DOCUMENTS**

The Town has provided herein information as accurately as possible, but assumes no responsibility whatsoever for the completeness or the accuracy of the information presented in this RFP or otherwise distributed or made available formally or informally during this procurement process. Without limiting the generality of the foregoing, the Town will not be bound by, or be responsible for, any explanation or interpretation of the proposed documents other than those prepared in writing. All the information contained

in this document, or from a separate written request from the Town, is subject to the provisions of this section.

## **19. TOWN'S RIGHTS AND OPTIONS**

The Town also reserves and may exercise, at its sole discretion, the following rights and conditions with regard to this RFP and the procurement process. By submitting a Proposal, the Contractor acknowledges and consents to the following conditions relative to the procurement process and selection of the Contractor. The Town reserves the right to:

- a) waive any technicalities or immaterial irregularities in the Proposals/Submissions;
- b) seek clarifications from any or each of the Contractors in order to fully understand the nature of the submissions and evaluate and rank the Proposals;
- c) discuss different or additional terms to those included in the RFP or received in any Proposal, and to amend or modify any terms of this RFP;
- d) postpone or change the date for receipt of Proposals or any other deadlines and dates specified in this RFP upon notice to proponents, and, a Contractor, by submitting a Proposal, agrees to be bound by any modifications made by the Town;
- e) conduct investigations with respect to the information provided by each Contractor, and to request additional evidence to support the information included in the Proposal;
- f) accept or reject, for any reason, at its sole discretion, any and all Proposals and components thereof to eliminate any and all Contractors from further
- g) consideration for this procurement and to abandon this procurement process at the Town's convenience at any time;
- h) eliminate any Contractor who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP;
- i) require Contractors to send representatives to the Town for interviews and presentations;
- j) discontinue negotiations with any Contractor.

All Proposals become the property of the Town and will not be returned.

All activities related to the Project shall be subject to the applicable laws.

Neither the Town, its staff, representatives, nor any of its contractors or agents will be liable for any claims or damages resulting from solicitation, collection, review or evaluation of Proposals.

**20. PROFESSIONAL RESPONSIBILITY**

The successful Proponent will be required to seal all documents issued for the project. Only qualified and experienced engineering professionals will be considered.

**21. METHOD OF SUBMISSION**

All Proposals are to be completed and submitted utilizing the Corporation of the Town of Kingsville's electronic tendering system, on or before the closing date and time at the web address below.

<https://kingsville.bidsandtenders.ca/Module/Tenders/en>

**No hard copies of the Proposal will be accepted or considered.**

All Proponents shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the Bid Call Document, to receive Addenda/Addendum email notifications, download Addendums and to submit their bid electronically through the Bidding System.

Bid submissions shall be received by the Town of Kingsville's electronic tendering system not later than **11:00:00 a.m. (11:00:00 hours)** Eastern local time, on the specified closing date. The closing time shall be determined by the Bidding System web clock.

Bidders are cautioned that the timing of Bid Submission is based on when the Bid is **RECEIVED** by the Bidding System, **not** when a Bid is submitted by a Bidder, as Bid transmission can be delayed in an ***"Internet Traffic Jam"*** due to file transfer size, transmission speed, etc.

**a. Mandatory Requirements**

Submissions under this Request for Proposal must include all of the following documents:

- a) Vendor Accessibility Agreement (Appendix A)
- b) Proposal Fee Submission Form (Appendix B)
- c) WSIB Clearance Certificate
- d) Proposal Document as Prepared by Proponent

## 1. **INTRODUCTION**

The Town is currently seeking Proponents for the design and construction services for the development of a new pickleball and bocce facility located within the lands of 1741 Jasperson Lane (Kingsville Recreation Complex).

## 2. **EXTENT AND LOCATION OF WORK**

Site	Street
Kingsville Recreation Complex	1741 Jasperson Lane, Kingsville ON N9Y 3J4

Proposals at a minimum shall address the following criteria:

### a. **Design**

The design shall include details on storm water management and drainage, fencing, playing surface, pickleball and bocce court layout (elevations and dimensions) and all specifications used to design and construct an eight (8) pickleball court and two (2) bocce court facility. The successful Proponent shall be required to ensure that the foundation and storm water management is designed by a professional engineer registered in Ontario and all applicable engineering drawings are stamped.

### b. **As-Built Drawings**

A minimum of three (3) hard copy sets of the as-built drawings shall be supplied to the Town of Kingsville as well as in a digital PDF format.

### c. **Construction**

The Project will require:

- **Survey on Layout**  
Including acquisition of necessary permits and utility locates.
- **Foundation** – the Tenderer will be responsible:
  - To strip the organics and removal of any trees deemed necessary;
  - Excavation to grade;
  - Design and supply geotextiles;
  - Supply grading and compacting of sub-grade as required;
  - Design/supply and place granular subbase material;
  - Design/supply and place granular base material;

- Design/supply and place a subsurface structure which will support the cushioned acrylic court playing surface (or equivalent);
  - Supply and install root barrier;
  - Supply and install a top cushion acrylic court playing surface (or equivalent);
- **Storm Water / Drainage**

The Pickleball and Bocce Courts will be designed to address rainwater or runoff. No water will be allowed to pond on the playing surfaces of the courts or directly adjacent land areas.
- **Perimeter Fencing**

The perimeter fencing of the Pickleball and Bocce Court facility will be a minimum of 820-feet x 10-feet along with appropriate amount of interior fencing within the Pickleball court area. The size and specification of interior fencing should be as appropriate to prevent the passing of a Pickleball ball; Perimeter fencing of the pickleball courts shall include the applicable wind screening.
- **Access Gates**

At a minimum, there shall be two (2) access gates with available connections to building automation.
- **Net Post and Support System**

The Tenderer will be responsible to design, supply and install eight (8) regulation Pickleball courts net posts and support system.
- **Top Playing Surface**
  - Pickleball Courts: The speed of the surface will be designed for standard mid-range Pickleball players. Colours of the courts and lines are to be determined. The layout of the courts and lines will conform to Pickleball Canada standards and/or regulations
  - Bocce Courts: Landscape synthetic turf preferred (or equivalent) with timber edging along court interior and rubber plankings at the court ends.
- **Storage**

Suitable storage areas to house applicable equipment for Pickleball and Bocce.

- **Seating**  
Seating area within the Pickleball court area and within the Bocce courts to include the option of a shade canopy.
- **Plantings**  
Supply and Install plantings (coniferous species) along the northern perimeter fencing to create segregations between the surrounding land use.

### 3. **SCOPE OF SERVICES**

#### 3.1 **Project Management**

The Project Management Team will consist of the Town's Project Manager and the Proponent's Project Manager.

The Proponent is requested to identify one senior individual by name, email and telephone number who will act as the Proponents primary contact with the Town with regard to all of the projects included as part of this RFP. It is the Proponent's responsibility to understand all aspects of the RFP and to obtain clarification if necessary before submitting their Proposal.

The Proponent's Project Manager will make all day-to-day decisions, address requests for information, and provide direction to design staff. The Town's Project Manager is to be:

- Kept informed of the progress regularly.
- Copied on all correspondence.
- Advised of significant problems/issues, options considered and solutions adopted.
- Consulted regarding deviations from standards, specification and procedures prior to their implementation.
- Involved in any meetings with stakeholders, if applicable.
- Advised of any potentially controversial issues.
- Consulted prior to changes to the project schedule.

#### 3.2 **Agency Consultation**

Agencies to be included in the consultation process include, but are not limited to:

- Major Utility Companies (ie. HydroOne, Union Gas, Bell Canada, GofieldTel)

- Essex Region Conservation Authority (ERCA)
- County of Essex
- Ontario Ministry of Culture
- Ontario Ministry of the Environment and Climate Change
- Ontario Ministry of Natural Resources and Forestry
- Fisheries and Oceans Canada (DFO)
- Aboriginal Communities
- Emergency Services

The Proponent will be responsible for confirming the list of affected agencies and for coordinating all activities and submittals with these agencies. The Proponent should expect that a design aspect that affects an Agency would have to be reviewed, commented upon and/or approved by that entity prior to its acceptance by the Town.

#### **4. COST AND QUALITY CONTROL**

If additional work is necessary due to a change in requirements, the successful Proponent will notify the Town's Project Manager in writing immediately. No work shall be undertaken which is additional or supplemental to or in substitution of the work specified, unless approved in advance.

If necessary, a budget amendment will be approved by the Town's Project Manager once a full description of the work and rationale has been provided by the successful Proponent for the completion of this work. An approval of increased costs associated with the additional work will be required prior to proceeding.

Only one invoice per month will be accepted by the Town for the duration of the project. The invoice shall indicate the Town's file number, payment number, the actual amount billed to date versus the approved amount, along with any and all approved changes.

All Invoices shall include unit rates as listed in the proposal submitted by the successful Proponent and invoice by actual time spent by each individual.

#### **5. DELIVERABLES / MEETING SCHEDULE**

Within two (2) weeks of the assignment award, the successful Proponent will submit to the Town of Kingsville, a work plan for completion of the works described herein. The plans must contain a detailed description of all tasks to be performed, staff responsible for each task and activities and timetables for completing the work.

The successful Proponent will review the schedule monthly and provide an updated copy when any changes are made.



**6. CONSULTANTS RESPONSIBILITY**

The Successful Proponent will ensure that all staff assigned to work on this project have the necessary education, experience, licenses and certifications where necessary.

**7. WARRANTY**

The Contractor warrants that with ordinary wear and tear, the Work shall, for a period of **twenty four (24) months** following project completion, remain in such condition as will meet the approval of the Town, and that the Contractor will upon being required by the Town, make good in permanent manner, satisfactory to the Town, any imperfections due to materials or workmanship used in the construction of the Work. The decision of the Town is to be final as to the nature and cause of such imperfections and the necessity for remedying the same. Should the Contractor fail to comply with the directions of the Town, the Town may, after giving the Contractor twenty four (24) hours written notice to perform the necessary work, and the cost thereof may be deducted from the Contractor. If the Town notifies the Contractor in writing of imperfections prior to the termination of the Warranty Period, then the contractor shall make good the imperfections as specified above, notwithstanding that the Work may commence after or extend beyond the end of the warranty period.

# **APPENDIX A**

**ACCESSIBILITY AGREEMENT**

**File No. PR-2020-03  
KINGSVILLE PICKLEBALL AND BOCCE FACILITY**

**VENDOR ACCESSIBILITY AGREEMENT  
REQUEST FOR PROPOSAL  
(Must be returned with proposal documents)**

Proponent Name: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_ (please print)

**Accessible Customer Service Training:**

☐ I confirm that all staff and subcontractors providing goods and services to the public or third parties on behalf of the Town of Kingsville have received Accessible Customer Service training in compliance with Regulation 429/07 Accessible Standards for Customer Service of the AODA.

\_\_\_\_\_  
**Signature of Person Authorized to Bind  
the Proponent Organization**

\_\_\_\_\_  
**Date**

## **APPENDIX B**



**APPENDIX B - PROPOSAL FEE SUBMISSION FORM**

**File No. PR-2020-03**

**KINGSVILLE PICKLEBALL AND BOCCE FACILITY**

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I/WE \_\_\_\_\_ hereby submit this

(Company Name)

Proposal for the provision of the Goods and/or Services as described within the Request for Proposal document for

**File No. PR-2020-03 – KINGVILLE PICKLEBALL AND BOCCE FACILITY**

I/WE DECLARE that no person, firm or corporation, other than the one whose proper officer has submitted this Proposal, has any interest in this Proposal or in the Contract.

I/WE DECLARE that this Proposal is made without any connection, knowledge, comparison of figures or arrangement with any other Proponent, firm, or person making a similar Proposal and is in all respects fair and without collusion or fraud.

I/WE DECLARE that the statements contained in the Proposal are in all respect true.

I/WE DECLARE that I/WE examined the locality of the site(s) of the proposed works, as well as all the Specifications/Terms of Reference relating to them, prepared, submitted and rendered available on behalf of the Town and hereby acknowledged to be an integral part of the Contract.

I /WE have carefully examined the documents, have a clear and comprehensive knowledge of the requirements, and have submitted all relevant data.

I/WE agree, if selected, to provide those Goods/Services to the Town in accordance with the Terms of Conditions, Instructions to Proponents, Specifications and Terms of Reference contained in the Request for Proposal document and in our Proposal submission.

I/WE hereby propose and offer to enter into the Contract on the terms and conditions and under the provisions set forth in the Request for Proposal and to accept in full payment therefore, the sums calculated in accordance with the actual measured quantities and unit prices attached to the Proposal.

I/WE agree that this Proposal is an offer which is open for acceptance by the Town until the formal Contract is executed, or a Purchase Order issued, or for 60 calendar days following the Official Closing Time, whichever occurs first, and that the Town may at any time within that period and without notice, accept this Proposal whether any other Proposals have been previously accepted or not.

I/WE confirm, upon Award, we will be able to provide insurance certificates to the Town of Kingsville, in the amounts as specified in the RFP documents.

I/WE confirm all of our employees are covered by the insurance plan under the Workplace Safety and Insurance Act, 1997, as amended and provide current Certificate of Clearance by attaching it to this form.

I/WE propose to complete the works as described in the Request for Proposal for the following Total Proposal Price including all applicable taxes in Canadian funds.

<b>KINGSVILLE PICKLEBALL AND BOCCE FACILITY</b>	
Design and Construction Services (Upset Limit)	\$
<b>Sub Total Fee</b>	\$
<b>Disbursements</b>	\$
<b>Total (not including HST)</b>	\$

Provide in the "Proposal fee, manpower involvement and availability of key personnel" section of your submission a detailed cost breakdown of the Total Proposal Price itemizing; professional fees, disbursements, per diem rates, etc.

I/WE agree that the undersigned is/are authorized and empowered to sign and submit this Proposal on behalf of our Company.

Company Name

Street Address

City/Town

Postal Code

Phone No.

E-mail address

Print Name & Title of Person Signing for the Company

Signature (I have the authority to bind the Company)

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2020

Completing this form as supplied is Mandatory – do not retype.

This form shall bear a handwritten signature in ink by an officer with authority to bind the Company and must be submitted with the Proposal in the document upload section in the electronic tendering system to be considered a valid offer.

The highest scoring Proponent, the lowest cost Proposal, or any Proposal will not necessarily be accepted.

## **APPENDIX C**



**Site Plans:** Kingsville Pickleball and Bocce Facility**NEW PICKLEBALL COURTS**

**KINGSVILLE RECREATION COMPLEX**  
1741 JASPERSON LANE

## NEW PICKLEBALL COURTS



**KINGSVILLE RECREATION COMPLEX**  
1741 JASPERSON LANE

*Preferred court layout for Pickleball:*

