



MUNICIPALITY OF
West Elgin

Request for Proposal 2025

RODNEY PARK REVITALIZATION

Deadline for Receipt of Proposals: Thursday, September 17, 2025, by 12:00 p.m.

Administrator(s) for this Project are:

Terri Towstiuc, Manager of Community Services/Clerk
22413 Hoskins Line
Rodney, ON N0L 2C0
clerk@westelgin.net

1) DEFINITIONS

In this Request for Proposal (“**RFP**”), in addition to terms defined elsewhere in this RFP, the following terms have the following meanings:

“**Bid**” or “**Bid submission**” or **Tender**” means an offer from any individual, person or entity submitted in response to RFP.

“**Council**” means the Council for the Municipality of West Elgin.

“**Closing Date and Time**” means Monday, September 17, 2025, at 12:00 p.m. EST.

“**Form of Potential Contract**” means the Form of Potential Contract attached to this RFP as *Appendix “A.”*

“**Highest Scoring Respondent**” means the individual or entity that is scored the highest by staff reviewers in accordance with the Rated Requirement Best Evaluation Criteria set out in section 6(b) of this RFP and receives a Recommendation from staff.

“**Mandatory Requirement**” has the meaning described in section 3(a) of this RFP.

“**Municipality**” means the Corporation of the Municipality of West Elgin.

“**Proposal**” means a submission to the Municipality in response to this RFP.

“**Rated Requirement**” has the meaning described in section 3(b) of this Request for Proposal.

“**Recommendation**” means a recommendation by Staff only, which the Council may approve or disapprove.

“**Request for Proposal or RFP**” means this document, inclusive of all definitions and provisions contained therein.

“**RFP Response Form**” means the response form attached to this RFP as *Appendix “B,”* which is required to be submitted with any response to this RFP.

“**Respondent**” means the individual or entity responding to this RFP that has submitted a Proposal that is compliant with the terms and conditions of this RFP.

“**Substantial Compliance**” has the meaning as set out in section 3(c) of this RFP.

“**Upset Limit**” means the maximum amount payable by the Municipality to the Respondent for delivery of the supply of NFPA compliant self-contained breathing apparatus (SCBA) equipment as defined herein.

2) BACKGROUND AND OBJECTIVES OF THIS RFP

2.1 Background

West Elgin located in the westerly portion of Elgin County and sits halfway between the cities of London and Windsor in Ontario, Canada. Our population is approximately 5,060 people and growing with 2,103 households (Stats Canada 2021). The area of land found within our boundaries is 32,209 hectares. We have a large agricultural base along with manufacturing, industrial and retail business activity.

The budget for this project has an upside total cost limit of **\$350,000 including all taxes, installation, and warranty.**

West Elgin are seeking an opportunity to formalize a potential contract with the construction of a new park through this RFP. For construction of the park the successful bidder will have **2 weeks to complete the work** anywhere between **October 15, 2025 – April 15th, 2026.**

2.2 Objectives & Scope

Through this Request for Proposal (RFP), the Municipality is seeking proposals from qualified and experienced firms to install playground equipment for the Rodney Accessible Playground. It will comprise a combined central structure which is 60-75% accessible features, which will also provide sufficient challenges and interaction for able-bodies and able-minded children.

75-80% of the features of the project will be integrated into this central core. The remaining features will be standalone features, again which 70% will be accessible to all. The remainder will be made up of taller slides which require climbing steps, and swings of varying heights. A rubberized playground surfacing. The specific desired components are as follows:

All ages Equipment (Ages 2-12)

- Sensory rails
- Rope tunnel(s)
- Pursuit climbers
- Formis climber
- Mesa climber
- Crescent platform
- Ten interactive panels: 5 in central structure and 5 standing free, including: Finger maze accessible reach panel, Car accessible reach panel, clock panel, spinal spinner reach panel, seek and find panel, sign language panel, something with Braille.
- Balance beam
- plexus
- Serenity spot(s)
- Evolution roof, and other sun-blocking or mitigating features such as 'umbrella' covers.
- A market discovery station
- Rubberized playground surfacing
- Brava swing
- Spinning chair
- Chimes and drums, other musical features, sound garden
- Tool bench
- 2-person see saws, of varying sizes and age appropriateness
- Little novo bean steps
- Over-under slides
- Niche capsule

- Viper slides

- 360 loop

Ages 2-5

- Daisy spinner
- Stationary rockers with colourful animal faces.
- Drive-through with fun phone

- Separate from central feature: A variety of swings with toddler and children's seats
- Freestanding Slides

Ages 5-12

- Accessible ramps
- Tree branch climber
- Verve climber
- S horizontal ladder
- Aspire cobra

- Freestanding swings for older children
- Freestanding slides, both straight and curved.

For adults and children

- Adult swing bench
- Bench with back

Provide detailed drawings for the layout of the proposed park including location of all items to be included in the proposal.

Any Sidewalks included in the designed layout will be installed and supplied outside of this proposal.

Doctrine of Substantial Compliance

While it remains the Municipality's prerogative in its absolute and sole discretion to exclude any proposal from further evaluation or consideration for having failed to meet a mandatory requirement, the Municipality nevertheless reserves the right in its absolute and sole election to determine that a proposal substantively complies with a mandatory requirement. In such a case, substantive compliance means where the solution proposed, or the proposal itself:

- i. accomplishes a mandatory requirement using an alternative method than that envisaged by the Municipality; and
- ii. the degree that the proposal is apparently non-compliant with the specified requirement is considered by the Municipality to be minor and not material to the overall procurement intent of this RFP.

3) POTENTIAL CONTRACT

The Municipality reserves the right to accept or reject any and or all Proposals and/or to cancel this RFP in part or its entirety for final cancellation or potential reissue either in advance of or following the receipt of Proposals without providing reasons, should such be determined by the Municipality to be in its best interest in its sole and absolute discretion. Should only one Proposal be received, the Municipality reserves the right to reject it.

The Municipality does not guarantee that any proposal will produce a Recommendation by Municipal Administrative Staff to Municipal Council or any contract for services will ultimately be approved and endorsed by Municipal Council. A Recommendation is limited and defined in this RFP.

In the event that Council passes a resolution and by-law to enter into a contract with a Respondent, and such approved contract is not endorsed by the applicable Respondent within thirty (30) days, the Municipality reserves the right and ability to either enter into a potential contract with the next highest scoring Respondents in sequential order pursuant to the Evaluation Criteria or to cancel this RFP in its entirety for final cancellation or potential reissue.

In the event that no contract is entered into by Municipality for whatever reason, the Respondent in endorsing the RFP Response Form (*Appendix "B"*) does hereby acknowledge that no damages or liability flow from the inability for a contract to be reached and does hereby release and hold completely harmless the Municipality for any costs or damages incurred by the Respondent in preparing a proposal or attempting to enter into a contract with the Municipality.

4) MANDATORY AND RATED REQUIREMENTS OF THIS RFP

a) Experience and Qualifications (M)(R) – 20 Pages Maximum

Respondents **must** have the requisite experience, resources, and qualifications to successfully meet the objectives of section 2 of the RFP. Respondents therefore **must** provide detailed information that clearly demonstrates the Respondent's qualifications, experience and resources available to deliver exceptional results to the Municipality.

The detailed information **must (M)** at minimum, provide the following and be ***no longer than twenty (20) pages in length***:

- i. A company profile, including an indication as to number of years in business;
- ii. A description of the ability of the Respondent to undertake the requirements of this RFP including policies, guidelines, standards and practices in order to meet its objectives as outlined in section 2 of this RFP;
- iii. A description of what the Respondent believes would be entailed in the completion of the scope of work to meet the objectives for this Project and how the respondent will meet the required criteria of this RFP as outlined in section 2.2;
- iv. Provide a minimum of three (3) public sector references for which the Respondent has performed services with similar objectives and deliverables to this RFP.

****Award of the Request for Proposal is subject to reference checks deemed satisfactory to the Municipality at its sole discretion. The Municipality reserves the right to request further information and/or references from one or any number of Respondents.***

5) EVALUATION METHODOLOGY

a) Examination for Compliance with Mandatory (M) Requirements

Proposals will first be examined for compliance with the mandatory requirements of this RFP. If a mandatory requirement is not provided in a Proposal, that Proposal will be considered non-compliant with this RFP and will be unable to be evaluated/scored under the Rated Requirements Best Value Evaluation Criteria (section 6)b) of this RFP) unless the doctrine of substantial compliance (as defined in this RFP) is deemed to apply by the Municipality in its sole and absolute discretion.

b) Rated (R) Requirements Evaluation Criteria

The rated requirements of compliant Proposals will be evaluated under the Rated Requirements Evaluation Criteria provided in the table below. The Rated Requirements Evaluation Criteria rates how strongly and the ease at which the characteristics of the mandatory requirements provided in proposals meet the Municipality's needs based on a "best overall value" rated formula.

The proposal which includes the lowest cost or any proposal at all will not necessarily be accepted by the Municipality. The basis for determining the Highest Scoring Respondent for potential Recommendation is the proposal that provides the best overall value as determined by the exercise of the Rated Requirements Best Value Evaluation Criteria. A Recommendation is limited, as defined herein.

Evaluation Criteria Stage 1: Evaluation of Submitted Proposals

ITEM	RATED REQUIREMENTS EVALUATION CRITERIA (BEST VALUE)	EVALUATION WEIGHING
1.	A Vendor's ability to provide the features described in this RFP. 50 points	50%
2.	The warranty on the facility and its various moving and static components 20 points	20%
3.	The ability to install the playground in its entirety within the required time frame 20% 20 points	20%
4.	Detailed drawings of the playground's layout, with distances between features included.	10%
TOTAL		100%

It is a Respondent's responsibility to carefully prepare their respective Proposal and ensure that such is submitted in the most favorable terms in order to reflect its best possible potential. Failure to do so could result disqualification if a mandatory requirement is not met or could result in a less than optimal performance under the Rated Evaluation Criteria.

6) GENERAL CONDITIONS OF THIS RFP

a) General Conditions

Every Mandatory Requirement and other rights reserved in this RFP by the Municipality, regardless of whether not it is expressed to be a condition, shall be deemed to be a condition to this RFP.

b) Independent Contractor Status/Declaration of Potential Conflicts/Litigation History

The Respondent acknowledges that in providing a Proposal, it does so as an independent contractor and for the sole purpose of potentially providing services to the Municipality as an independent contractor. In the event that it enters into a contract approved by Council, neither the Respondent, any of its personnel or any of its permitted subcontractors would be engaged as an employee or agent of Municipality.

Any potential conflicts of interest that a Respondent may have with the Municipality, or any employee of the Municipality **must** be identified and described in detail in the Proposal of each Respondent.

The Respondent **must** describe in detail any outstanding litigation and any unresolved potential claims involving the Municipality. If there is any such history with the Municipality, it should be described in the Proposal.

c) Deliverables in Any Potential Contract

The Respondent, in submitting a Proposal, hereby acknowledges that in the event they were to enter into a potential contract with the Municipality approved by Council, the Highest Scoring Respondent would be required to provide the following deliverables identified in section 2.2 of this RFP in addition to any additional deliverables the Respondent identified within their Proposal.

d) Form of Potential Contract

A written agreement, prepared by the Municipality shall be executed by the Municipality and the successful Proponent. The complete proposal package submitted by the successful proponent, together with the entire Request for Proposal documents prepared by the Municipality of West Elgin, shall form part of the Agreement.

e) Indemnity, Insurance, Safety and Accessibility Acknowledgements

The Municipality expects consultants to stand behind their work and carry appropriate insurance in its/his/her course of business.

f) Subcontracting and Assignment

The Respondent acknowledges that in any potential contract with the Municipality, no subcontracting or assignment of rights and obligations will be permitted, without the written consent of the Municipality, as set out in subsection 11 and 12 of the Form of Potential Contract (*Appendix "A"*).

7) ADDITIONAL SPECIAL CONDITIONS OF THIS RFP

a) Addenda

The Municipality reserves the right to revise this RFP up to the final date for the deadline for receipt of proposals (**Wednesday, September 17, 2025, 12:00 p.m.**). Any necessary addenda to this RFP will be posted on the Municipality of West Elgin website ONLY. The Municipality at its discretion may or may not change the date for submissions depending on the date and extent of any Addenda.

b) Question Period

In the event any Respondent has clarification question(s) on the requirements for the submission of a proposal pursuant to this RFP, such questions must be submitted to the Manager of Community Services/Clerk at clerk@westelgin.net on or before Tuesday, September 9, 2025 at 12:00 p.m. Only questions requesting clarification of the requirements for the submission of a Proposal will be answered.

c) Information Clarification

If determined necessary at the sole discretion of the Municipality, Respondents may be requested to clarify information contained in Proposals by telephone and/or virtual meeting/communication technology.

d) Potential Start Date

For construction of the park the successful bidder will have 2 weeks to complete the work anywhere between October 15, 2025 – April 15th, 2026.

e) Non-Exclusive contract

Any potential contract awarded as a result of this RFP will be non-exclusive. The Municipality may, at its sole discretion, purchase the same or similar services from other sources during the term of the contract.

f) Performance Evaluation

Any consultant working with the Municipality may be subject to a performance evaluation during the course of and/or at the conclusion of any potential contract.

g) Confidentiality/Freedom of Information

The Respondent acknowledges that any and all information relating to the business and affairs of the Municipality which is not a matter of public record is confidential and that in the event Council resolves to enter into a contract with a Respondent, such contract would

include the confidentiality clause set out in the *Schedule "A"* Form of Contract, requiring the strict protection of such confidentiality by the Respondent.

All documentation submitted to the Municipality by Respondents to this RFP is subject to *MFIPPA*, which is a provincial statute governed by the Province under the auspices of the Privacy Commissioner. The Municipal Clerk has been designated by Council to make privacy determinations in accordance with *MFIPPA*.

All Proposals **shall** be submitted by the Respondent on the understanding that the Proposals shall become the property of the Municipality and may be made public by the Municipality as part of a public Council agenda. Should a Respondent believe that their Proposal contains a trade secret or technical, commercial, financial, or labour relations that could reasonably be expected to prejudice its competitive position, it **must** state the portions of the Proposal that are so affected in his/her/its Proposal. In the event such statement is made in a Proposal, the Municipality will make a reasonable attempt to treat such material as confidential, subject to its limitations under section 239 of the limitations of *Municipal Act* and the provisions of *MFIPPA*, as amended or replaced. In light of the above-noted municipal limitations, the Respondent does hereby fully release and hold harmless the Municipality, including its respective Mayor (as applicable), Councillors, officers, directors, employees, agents, consultants, representatives, and legal counsel from and against all responsibilities, claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, dues, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed as a result of the release of all information contained in his/her/its respective Proposal, including proprietary and personal information, in the event the Proposal is considered at a municipal Council meeting, is required to be disclosed pursuant to the provisions of *MFIPPA*, or is ordered to be disclosed by the Office of the Privacy Commissioner.

h) Lobbying Prohibited

All Respondents, including their subcontractors, consultants, agents, officials and employees will not engage in any form of political or other lobbying whatsoever with respect to this RFP or seek to influence the outcome of this RFP process. This anti-lobbying clause extends to all members of the Municipality, Council and/or local area municipal Councillors within all municipalities within the service area, their respective staff members or their appointees, including members of the Municipality RFP evaluation teams. In the event of any such lobbying, the Municipality will reject the Respondent's submission without further consideration and terminate that Respondent's right to continue in the RFP process. All correspondence or contact by interested parties with the Municipality with respect to this RFP must be directly and only with the representative designated by the Municipality.

It should be duly noted by Respondents that this anti-lobbying clause extends from the release date of this RFP through the date and time when the Highest Scoring Respondent have been named in the event that Highest Scoring Respondent is are named, or when the RFP has been terminated. Any activity contrary to this provision undertaken during this timeframe will result in the Respondent's immediate disqualification from the process. This clause shall not be construed as prohibiting any activity which is duly authorized as part of the procurement process, including clarification questions/meetings or any public deputations that may be made to staff or Council.

i) Black Out Period

The Municipality prohibits communications with respect to this RFP initiated by a Respondent to any Municipality official, consultant or employee whom is not designated in the RFP document for the period of time from the RFP closing date up to and including the date of consideration by Municipal Council (the "**Black Out Period**").

The Administrator of this RFP may communicate with the Respondent during the Blackout Period for the purpose of obtaining information or clarification necessary in order to ensure a proper and accurate evaluation of the Proposal.

Any communication during the Black Out Period, initiated by a Respondent must be limited exclusively to the Administrator (or his designate). Contact with any other party during the Black Out Period may be grounds for disqualifying the offending Respondent from consideration for any Recommendation, any potential contract and/or any future Municipal solicitations.

This clause shall not be construed as prohibiting any activity which is duly authorized as part of the procurement process, including clarification questions/meetings, or any public deputations that may be made to staff or Council.

j) Joint or Consortium Proposals

Each member of a joint or consortium proposal shall be jointly and severally liable for all obligations under any potential Contract. Joint or consortium Proposals must have one Prime Contact who will be responsible for executing all documentation in response to this RFP on behalf of the joint or consortium proposal team.

A written statement from an officer of the proposed joint proposal or consortium members must also be provided, indicating a willingness to comply with the terms and conditions of this RFP.

k) Terms of Payment (including invoicing)

In the event Municipal Council passes a resolution and by-law to enter into any contract, payment on any potential contract will be made in response to invoices itemized in accordance with the final executed contract, provided: (i) the invoices are based on work/deliverables described in the scope of the Project and are consistent with the timetable of each negotiated deliverable, (ii) the services that are the subject matter of the invoices are completed to the Municipality's satisfaction, and (iii) the Highest Scoring Respondent is not in default of its obligations under the contract.

In its efforts to meet strategic goals in the delivery of its core services to promote efficiencies, sustainability and reduce costs, the Municipality is moving several of its processes to electronic protocols. Electronic invoicing is a payment requirement for the Project. The Municipality will provide the Highest Scoring Respondent with several format options acceptable to the Municipality and any ultimate contract shall require the remittance of invoices accordingly.

9) Bidding Conditions

a) Tender Opening and Closing

All tenders must be received on or before Wednesday, September 17, 2025, at 12:00 noon. Tender submissions must be mailed to the indicated address, delivered in person to the municipal office, or emailed to Clerk@westelgin.net for them to be considered received. Clearly indicate the contents of your submission. Tenders will be open as soon as possible, thereafter.

b) Address and Information

Tenders should be submitted to:

ATTN: Clerk
Municipality of West Elgin
22413 Hoskins Line Rodney, On N0L 2C0
Telephone 519-785-0560
Clerk@westelgin.net

Documents are available in alternate formats, where practical, upon request. Please contact the Clerk at 519-785-0560 or by email at clerk@westelgin.net if you require an accessible format.

d) Timeline of RFP Events

Event	Date
Posting of RFP	August 20, 2025
Final date for submission of clarification questions (by 12:00 p.m.)	September 9, 2025
Posting answers to clarification questions	September 12, 2025
Deadline for receipt of proposals (by 12:00 p.m.)	September 17, 2025

Please Note: the dates referenced above are an approximation only and are subject to reasonable change by the Municipality.

APPENDIX “A”: RFP RESPONSE FORM



RFP RESPONSE FORM (ACKNOWLEDGEMENT)

I/We have read and understand this RFP, including all Addenda to this RFP, and hereby agree to all of the terms and conditions noted in this RFP and all Addenda thereto. Without limiting the foregoing, I/we agree that, in the event that the Municipality passes a resolution and by-law approving a Proposal, that the Respondent will use the form of potential contract substantially as set out in Appendix "A," with changes at the discretion of the Municipality.

I/We the undersigned authorized signing officer of the Respondent, HEREBY DECLARE that no person, firm or Corporation other than the one represented by the signature (or signatures) of proper officers as provided below, has any interest in the proposal.

I/We further declare that all statements, Appendixes, schedules and other information provided in this proposal are true, complete and accurate in all respects to the best knowledge and belief of the Respondent.

I/We declare that this proposal is made without connection, knowledge, comparison of figures or arrangement with any other company, firm or persons making a proposal and is in all respects fair and without collusion for fraud.

I/We further declare that no employee of the Municipality is or will become interested, directly or indirectly as a contracting party or otherwise in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be therein or in any of the monies to be derived there from.

I/We further declare that the undersigned is empowered by the Respondent to negotiate all matters with the Municipality's representatives, relative to this proposal.

I/We further declare that the agent listed below is hereby authorized by the Respondent to submit this proposal and is authorized to negotiate on behalf of the Respondent.

I/We further agree in submitting this proposal, we recognize the Municipality may accept any proposal in whole or in part or elect to reject all proposals.

Dated at _____, Ontario this _____ day of _____, 20____.

_____ Name of Respondent (please print)

Per: _____ Signature of Respondent

(Position) (Name), _____

I have authority to bind the _____ *(business*
type)

Note: Failure to sign this page and include with your submission will result in non-acceptance of your submission.