



**North  
Battleford**

Treaty Six Territory | Heartland of the Métis | Saskatchewan | Canada

# CITY OF NORTH BATTLEFORD

## SPRAY PARK

### REQUEST FOR PROPSAL



**ISSUANCE DATE: APRIL 07, 2025**

**CLOSING DATE: MAY 08, 2025**

**RFP#: CNB-PR-SPRAY-O525**

**SUMMARY OF KEY INFORMATION**

<b>RFP TITLE</b>	<b>SPRAY PARK REQUEST FOR PROPOSAL</b> RFP: CNB-PR-SPRAY-0525 Proponent must use this title on all correspondence.
<b>CONTACT PERSON</b>	The point of contact for this RFP is:  <p style="text-align: center;"> <b>City Clerk's Department</b>  <b>City of North Battleford, SK, Canada</b>  <b>E-mail: <a href="mailto:tenders@Cityofnb.ca">tenders@Cityofnb.ca</a></b>  <b>Phone: 306-445-1700</b> </p>
<b>ENQUIRIES</b>	Please direct all enquiries by email to the contact person. Enquiries received by any other means may not be answered.
<b>SUBMISSION DEADLINE</b>	Submission Time is <b>4:00 pm, SK. Time, May 08 , 2025</b> , or as indicated in the call for bids, unless otherwise amended by addendum.
<b>SUBMISSION LOCATION</b>	Proposals are to be submitted to:  <p style="text-align: center;"> <b>SPRAY PARK RFP</b>  <b>CNB-PR-SPRAY-0525</b>   <b>City Clerk's Department</b>  City of North Battleford  1291- 101<sup>st</sup> Street  PO Box 460  North Battleford, SK  S9A 2Y6   <b>via email to: <a href="mailto:tenders@Cityofnb.ca">tenders@Cityofnb.ca</a></b> </p>

## TABLE OF CONTENTS

<b>Summary of Key Information</b>	Page 1
<b>Table of Contents</b>	Page 2
<b>Section 1: Summary of the Opportunity</b>	Page 3
• Summary, Invitation	
<b>Section 2: Standard Terms and Conditions</b>	Pages 3-16
• Definitions, Acceptance of Terms and Conditions, Submission Proposal & Deadline, Completeness of Proposal, Withdrawal of Proposal, Proponent's Expenses, Confidentiality, Municipal <i>Freedom of Information and Protection of Privacy Act</i> , Conflict of Interest Statement, No Lobbying, Non-collusion, The City's Right to Accept or Reject, Liability of Errors, Proposal Evaluation Criteria, Disqualification of Proposals, No Adjustments to Proposals, Proposal documents & Site Examination, Addendum, Period of Validity of Proposals and Agreement, Provisional Terms, Contractor Service Provider Performance Evaluation, Resource Commitments, Subcontractors, Negotiations, Legislative & Licensing Requirements, Fees, Contract, Contract Finalization Delay, Legal Entities, Intellectual Property Rights, Business License, Insurance	
<b>Section 3: Instructions to Proponents</b>	Pages 16-18
• Proposal Requirements, Submission Deadline, Summary of Key Dates, Communication, Project Specific Scope of Work & Deliverables, Health and Safety, WCB, Terms of Payment	
<b>Section 4: Approach &amp; Format</b>	Pages 18-22
• Proposal Approach, Proposal Format, Delivery Schedule, Reference Projects, Schedule of Rates & Fees, Additional Information, Compliance, Evaluation Process, Evaluation Criteria	
<b>Schedule A: Scope of Work &amp; Deliverables</b>	Pages 23-27
• Introduction, General Considerations, Site of Work, Project Requirements, City Responsibilities, Proponent Responsibilities, Project Sequence, Proponent Deliverables	
<b>Schedule B: Terms and Conditions Form</b>	Pages 28-29
<b>Schedule C: Bid Form</b>	Page 30
<b>Schedule D: Conflict of Interest Disclosure Form</b>	Page 31

## SECTION 1: SUMMARY OF THE OPPORTUNITY

### 1.1 Summary

The City of North Battleford (“The City”) is inviting proposals from qualified contractors to provide the supply and installation of a spray park on a portion of the Connaught Elementary School yard.

Firms interested in this project must include a response to all the details requested in this document. The information provided in this document is intended to provide a general overview of the work required.

### 1.2 Invitation

The City is seeking proposals from qualified spray park installation firms (“Contractor”) to provide the supply and installation of a spray park in the City of North Battleford, SK.

## SECTION 2: STANDARD TERMS AND CONDITIONS

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### 2.1 Definitions

Throughout this Request for Proposal, the following definitions apply:

**“Addenda”** means all additional information regarding this RFP including amendments to the RFP.

**“Submission Location”** includes the location or email address for submissions.

**“Submission Time”** means the closing time and date for this RFP.

**“Contract”** means the written agreement resulting from the RFP executed by the City and the successful Proponent.

**“Contractor”** means the successful Proponent to the RFP who enters a Contract with the City.

**“City”** means the City of North Battleford.

**“Must,” or “Mandatory”** means a requirement that must be met for a proposal to receive consideration.

**“Proponent”** means a person or entity (excluding its parent, subsidiaries, or other affiliates) with the legal capacity to contract, which submits a proposal in response to the RFP.

**“Proposal”** means a written response to the RFP that is submitted by a Proponent.

**“Request for Proposal” or “RFP”** means the solicitation described in this document, including any attached or referenced appendices, schedules, or exhibits and as may be modified in writing from time to time by the City by Addenda.

## 2.2 Acceptance of Terms and Conditions

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

A proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent’s proposal. If electronic submissions are to be accepted, then a scanned copy of the Proposal Submission Form included in this RFP, including a signature of an authorized representative of the Proponent that confirms the Proponent’s intent to be bound, is acceptable.

## 2.3 Submission Proposal and Deadline

Proposals must be received **NO LATER THAN 4:00 pm, Saskatchewan Time on Thursday, May 08, 2025.**

- a) Proposals must be submitted before Closing Time to the email address provided on page 1 using the submission method set out in this RFP. The Proponent is solely responsible for ensuring that the City receives a complete proposal, including all attachments or enclosures, before the Closing Time. Please notify the specified person if alternative methods of delivery for proposal documents are required.
- b) For electronic submissions:
  - i. The Proponent is solely responsible for ensuring that the complete electronic proposal, including all attachments, is received before Closing Time.
  - ii. The maximum size of each attachment must be 15 MB or less (Proponents are solely responsible for ensuring that email proposal submissions comply with any size restrictions imposed by the Proponent’s or the City’s internet service provider).
  - iii. Proponents should submit email proposal submissions in a single email and avoid sending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may

- make multiple submissions to reduce attachment file size to be within the maximum applicable size; Proponents should identify the order and number of emails which comprise the proposal submission (e.g., “email 1 of 3, email 2 of 3...”).
- iv. For email proposal submissions sent through multiple emails, the City reserves the right to seek clarification or reject the proposal if the City is unable to determine what documents constitute the complete proposal.
  - v. Attachments must not be compressed, must not contain a virus or malware, must not be corrupted, and must be able to be opened. Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The City may reject proposals that are compressed, cannot be opened, or that contain viruses, malware, or corrupted attachments.
  - vi. For email proposal submissions, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP number and the project or program title.
  - vii. The City strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.
  - viii. The Proponent bears all risks associated with delivering its proposal by electronic submission including, but not limited to, delays in transmission between the Proponent’s computer and the City’s email system.
  - ix. While the City may allow for email proposal submissions, the Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing Time. If the City’s electronic mail system rejects an email proposal submission for any reason, and the Proponent does not resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the City’s Contact listed on page 1 of this RFP immediately to arrange for an alternative submission.

x. An alternative submission method may be made available, at the City's discretion, and it is the Proponent's sole responsibility to ensure that a complete proposal (and all attachments) submitted using an approved alternate submission method is received by the City before the Closing Time. The City makes no guarantee that an alternative submission method will be available or that the method available will ensure that a Proponent's proposal is received before Closing Time.

## **2.4 Completeness of Proposal**

By submitting a proposal, the Proponent warrants that, if the RFP is to design, create, or provide a system, all components are required to run the system have been identified in the proposal or will be provided by the Contractor at no additional cost.

## **2.5 Withdrawal of Proposal**

The Proponent may withdraw a submitted proposal at any time up to the official Closing Time by e-mail or letter bearing a signature as in the original proposal and requesting that their proposal be withdrawn. Withdrawal requests received after the time of closing will not be permitted.

## **2.6 Proponents' Expenses**

Proponents are solely responsible for their own expenses in participating in the RFP process, including costs to prepare a proposal and for subsequent finalizations with the City, if any. The City will not be liable to any Proponent for any claims, whether for costs, expenses, damages, or losses incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

## 2.7 Confidentiality

Confidentiality of records and information relating to this work must always be maintained. The Proponent acknowledges that prior to the Closing Time, it may be required to enter into a confidentiality agreement with the City to obtain access to confidential materials relevant to preparing a proposal.

All correspondence, documentation, and information provided by City staff to any Proponent in connection with, or arising out of this Request for Information (RFP) or the acceptance of any proposal:

- remains the property of the City.
- must be treated as confidential.
- must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent contract.

## 2.8 Municipal *Freedom of Information and Protection of Privacy Act*

The Proponent acknowledges that any Proposal, Detailed Work Plan, and Pricing (the “Bid Submission”) submitted shall become a record belonging to the City of North Battleford and, therefore, are subject to the Municipal *Freedom of Information and Protection of Privacy Act*. This Provincial law gives individuals, businesses, and other organizations a legal right to request records held by the City, subject to specific limitations.

The Proponent should be aware that it is possible that any records provided for the City including, but not limited to, pricing, technical specifications, drawings, plans, audio-visual materials, or information about staff, parties to the Bid Submission, or suppliers, could be requested under this law.

If the Proponent believes that all or part of the Bid Submission should be protected from release, the relevant part(s) should be clearly marked as confidential. Please note that this will not automatically protect the Bid Submission from release, but it will assist the City in deciding on release if a request is made.

At minimum, the identity of the Proponent, along with total bid amount and final scoring may be made public in the staff report to City Council.

All correspondence, documentation, and information provided to the Evaluation Team may be reproduced for the purpose of evaluating the Proponent’s Bid Submission.



## **2.9 Conflict of Interest Statement**

In its Proposal, the Proponent must disclose to the City any potential conflict of interest that might compromise the performance of the Work. If such a conflict of interest does exist, the City may, at its discretion, refuse to consider the Proposal. The Proponent must also disclose whether it is aware of any City employee, Council member, or member of a City agency, board or commission, or employee thereof has a financial interest in the Proponent, and the nature of that interest. If such an interest exists or arises during the evaluation process or during the negotiation of the Agreement, the City may, at its discretion, refuse to consider the Proposal or withhold the awarding of any agreement to the Proponent until the matter is resolved to the City's sole satisfaction.

If, during the evaluation process or the negotiation of the Agreement, the Proponent is retained by another client giving rise to a potential conflict of interest, then the Proponent will inform the City. If the City requests, then the Proponent will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest concerned.

## **2.10 No Lobbying**

A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor, or representative of the City, including members of the evaluation committee and any elected officials of the City, or with the media, may result in disqualification of the Proponent.

## **2.11 Non-Collusion**

Each Proponent shall attest that its participation in the RFP process is conducted without any collusion or fraud. If the City discovers there has been a breach of this requirement at any time, the City reserves the right to disqualify the proposal or terminate any ensuing Agreement.

## **2.12 The City's Right to Accept or Reject**

The City of North Battleford reserves the right to reject any or all proposals, including without limitation, the lowest RFP, and to award the Contract to whomever the City of North Battleford, in its sole and absolute discretion, deems appropriate, notwithstanding any custom of the trade to the contrary nor anything contained in the Contract Documents or herein. The City of North Battleford shall not, under any circumstance, be responsible for any costs incurred by the Proponent in the preparation of its proposal.

Without limiting the generality of the foregoing, the City of North Battleford reserves the right, in its sole and absolute discretion, to accept or reject any proposal which, in the view of the City of North Battleford, is incomplete, obscure, or irregular, which has erasures or corrections in the documents, which contains exceptions and variations, which omits one or more prices, which contains prices the City of North Battleford considers unbalanced, or which is unaccompanied by a Bid Bond or Consent of Surety that is issued by a surety not acceptable to the City of North Battleford.

Criteria which may be used by the City of North Battleford in evaluating proposals and awarding the Contract are in the City of North Battleford's sole and absolute discretion and, without limiting the generality of the foregoing, may include one or more of: price; total cost to the City of North Battleford; reputation; claims history of the Proponent; qualifications and experience of the Proponent and its personnel; quality of services and personnel proposed by the Proponent; ability of the Proponent to ensure continuous availability of qualified and experienced personnel; the Project Schedule and Plan; the proposed Labour and Equipment; and the proposed Supervisory Staff.

Should the City of North Battleford not receive any proposal satisfactory to the City of North Battleford in its sole and absolute discretion, the City of North Battleford reserves the right to re-advertise the Request for Proposal or to negotiate a contract for the whole or any part of the Project with any one or more people whatsoever, including one or more of the Proponents.

## **2.13 Liability for Errors**

While the City has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

## **2.14 Proposal Evaluation Criteria**

Proposals will be assessed in accordance with the evaluation criteria. The City will be under no obligation to receive further information, whether written or oral, from any Proponent. The City is under no obligation to conduct any investigations or to verify any statements or representations made in a proposal.

Proposals will be evaluated by an Evaluation Team comprised of appropriate staff members from the City and others, when applicable, and the Evaluation Team will contact those Proponents for interviews, if they deem necessary.

The City reserves the right to shortlist Proponents to several of the top scoring Proponents. These short-listed Proponents must be prepared to: answer questions on their proposal submission; clarify their proposal, including a written response to a request for clarification, which shall then form part of the Proponent's proposal; cooperate with the City with respect to interview scheduling, if required; and any other requirements as requested by the City. The lowest cost or highest scoring proposal will not necessarily be accepted.

## **2.15 Disqualification of Proposals**

Proposals which are incomplete or do not meet any of the requirements specified, or those which are received after the Proposal Submission deadline indicated, as received by the City as the date, time, and place as outlined in this document, will not be considered. Proponents are solely responsible for ensuring that proposals are delivered as required.

## **2.16 No Adjustments to Proposals**

No unilateral adjustments by Proponents to submitted proposals will be permitted. Proponents may withdraw their proposal prior to the closing date and time by notifying the City in writing. Proponents who have withdrawn a proposal may submit a new proposal, which must be received by the City under the same terms as outlined in this document. After the closing date and time, the proposal is binding on the Proponent. If the City requires clarification of a Proponent's proposal, that Proponent will provide a written response to a request for clarification, which shall then form part of the Proponent's proposal.

## 2.17 Proposal Documents and Site Examination

All Proponents, before submission of their proposal, shall have thoroughly examined all Proposal Documents, as well as the site(s) of the proposed Work (if applicable), to inform themselves of the conditions attending the execution of the Work. Where applicable, the site information will be made available to all Proponents during the bidding period for review. If a Proponent finds discrepancies in our omissions from the Proposal Documents, or if there is doubt as to the meaning, the Proponent shall notify the City. If required, an addendum will be issued for clarification.

## 2.18 Addendum

An addendum, should one be necessary, will be posted electronically through SaskTenders or the City's website. It is the responsibility of the Proponent to verify if any addendums have been posted. The City reserves the right to revise this RFP up to the Proposal Submission Date. Any revisions shall be included in Addenda to the RFP distributed to all Proponents. When an Addendum is issued, the date for submitting Proposals may be changed by the City if, in its opinion, more time is necessary to allow Proponents to revise their proposals. The Addenda shall state any changes to the Proposal Submission Date; all terms and conditions which are not modified shall remain unchanged. All Proponents must acknowledge receipt of RFP documents and all Addenda in their proposal.

## 2.19 Period of Validity of Proposals and Agreement

Unless otherwise specified, all proposals submitted shall be irrevocable for **ninety (90) business** days following the closing date.

## 2.20 Provisional Items

Items listed as provisional may or may not be included in the Contract Award.

The City reserves the right to diminish all, or any, portion of the items listed as provisional at any time before, during, or after the Contract Award and no claim shall be made for damages on grounds of loss of anticipated profit or for any other reason.

## **2.21 Contractor Service Provider Performance Evaluation**

The City at any time during and/or after the completion of the Contract, may conduct a formal evaluation of the Proponent's performance using a performance evaluation form as established by the City. The results of the formal evaluation process shall be provided to the Proponent. If performance is unsatisfactory, the City may suspend the rights of any Proponent to bid on future requests for bids.

## **2.22 Resource Commitments**

The successful Proponent must make available the appropriately skilled workers, consultants, or subcontractors, as appropriate, to carry out the Contract. These resources must be available on a dedicated basis, as required, to carry out the Contract with due care, skill, and efficiency. The selected Proponent will ensure that staff assigned to work on this Project have the necessary education, licenses, and certifications where necessary.

## **2.23 Subcontractors**

Unless the RFP states otherwise, the City will accept proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. The City will enter a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed subcontractors, if applicable.

All subcontractors, including affiliates of the Proponent, should be clearly identified in the proposal.

A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests may, in the City's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by the firm or individual in the preparation of the RFP or a relationship with any employee, contractor, or representative of the City involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the Municipal Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, with respect to the RFP.

## 2.24 Negotiations

The City may award a contract based on initial Proposals received, without further discussions. Therefore, each Proposal should contain the Proponent's best terms and information, including all required documentation, as listed in the RFP. The City reserves the right to enter discussion/negotiations with the selected Proponent. If the City and the selected Proponent cannot negotiate a satisfactory Contract, the City may, at its sole discretion, terminate negotiations and begin negotiations with the next selected Proponent and continue with the process until a satisfactory Contract is negotiated. No Proponent shall have any rights against the City arising from such negotiations.

## 2.25 Legislative and Licensing Requirements

All Proponents shall comply with all legislation and regulations, which are or may become applicable to the services provided.

## 2.26 Fees

Fees quoted are to be in Canadian (CAD) funds and are to remain firm and irrevocable and open for acceptance by the City for a period of **90 business days** after the Official Closing Time indicated in this RFP.

## 2.27 Contract

By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter a Contract with the City on substantially the same **terms and conditions set out in Appendix A**, which forms part of this RFP, and such other terms and conditions to be finalized to the satisfaction of the City, if applicable.

Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

## 2.28 Contract Finalization Delay

If a written contract cannot be finalized with provisions satisfactory to the City within thirty days of notification of the successful Proponent, the City may, at its sole discretion at any time, thereafter, terminate discussions with that Proponent and either commence finalization of a contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a contract with any of the Proponents.

## **2.29 Legal Entities**

The City reserves the right in its sole discretion to:

- Disqualify a proposal if the City is not satisfied that the Proponent is clearly identified.
- Request, prior to entering a contract with a Proponent, that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name and identification) and certification in a form satisfactory to the City which indicates the Proponent has the power and capacity to enter the contract.
- Not to enter a contract with a Proponent if the Proponent cannot satisfy the City that it is the same legal entity that submitted the Proponent's proposal.

## **2.30 Intellectual Property Rights**

The City will retain the intellectual property rights including patents, copyright, trademark, concept design and trade secrets in any deliverable product or product developed through this contract. Licensing and marketing rights to the developed product will not be granted in this contract.

Proposals regarding these rights should not be limited to the City in response to this Request for Proposal and will not be considered in the evaluating responses.

## **2.31 Business License**

The Proponent must have a current and registered business license with the City of North Battleford.

## **2.32 Insurance**

Without restricting the generality of Indemnification, the successful Proponent is required to maintain the following insurance coverage for the entire term of the contract and for any subsequent maintenance period. The Proponent shall provide the City of North Battleford with proof of insurance in the form of a certificate of insurance or, if required by the City, a copy of the policy. Proof of the insurance coverage shall be in a form satisfactory to the City prior to commencement of any work being performed.

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 Proponent until 90 days after written notice by registered mail of such change or cancellations has been delivered to the City of North Battleford. Contractors shall provide the City with evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein, or that the subcontractors are included under the bidder's policy.

There shall be no lapses in insurance at any time during the contract. Failure for the Proponent to keep/maintain its Certificate of Insurance current will result in the contract being terminated.

The following are the minimum insurance requirements of the City of North Battleford, in Canadian dollars:

- The Proponent must, without limiting the Proponent's obligations or liabilities, and at the Proponent's own expense, purchase and maintain throughout the term the insurances listed on the following page with insurers licensed in Saskatchewan in forms and amounts acceptable to the City.

### **Commercial General Liability**

The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- A limit of liability of not less than \$2,000,000 per occurrence with an aggregate of not less than \$5,000,000
- The Proponent shall add the Corporation of the City of North Battleford as an 'additional insured' with respect to the operations of the Named Insured
- The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
- If you are planning to have an on-site visit: Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96)
- Products and completed operations coverage.
- Broad Form Property Damage
- Contractual Liability
- Owners and Contractors Protection
- The policy shall provide 30 days' prior notice of cancellation.

### **Professional Liability Insurance**

The Proponent shall take out and keep in force Professional Liability insurance of \$5,000,000 providing coverage for acts, errors, and omissions arising from their professional services performed under this Agreement. The policy deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the amount required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Saskatchewan and acceptable to the City of North Battleford.



**Automobile Liability Insurance** (only applicable if an on-site visit is planned)

Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Saskatchewan, having an inclusive limit of not less than \$2,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated, hired, or leased by the contractor.

**Primary Coverage**

The Proponent's insurance shall be primary coverage. This is not in addition to and shall not seek contribution from any other insurance policies available to the City.

**Certificate of Insurance**

The Proponent shall provide a Certificate of Insurance evidencing coverage in force at least 10 days (about one and a half weeks) prior to contract commencement.

## SECTION 3: INSTRUCTIONS TO PROPONENTS

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### 3.1 Proposal Requirements

The Proposal shall consist of the following:

- A scanned copy of the Proposal Submission Form and the Declaration of Disclosure Form.
- Proposals are limited to **20 pages**, excluding forms, pricing, addenda, and appendices.
- Resumes may be referred to in an appendix.

### 3.2 Submission Deadline

Submit an electronic copy of the Proposal and any other documentation, as specified, to: [tenders@Cityofnb.ca](mailto:tenders@Cityofnb.ca).

Proposals will not be considered unless:

- received by the date and time specified – **May 08, 2025, 4:00 PM SK Time.**
- received at the email address specified above
- contains the signed and scanned **Proposal Submission Form and Declaration of Disclosure Form** signed by an officer with authority to bind the Company.

Proposals will be opened shortly after the official closing time specified in the RFP. Each Proponent, by submitting a signed RFP, acknowledges that the Proponent has read, completely understands, and accepts the terms and conditions of this RFP in full.

### Summary of Key Dates

The following is a tentative schedule that will apply to this RFP but may change according to the City's needs or unforeseen circumstances.

RFP issued:	April 7, 2025
Proposal submission deadline:	May 8, 2025
Evaluation and selection of Proponents for RFP:	May 9- May 15 2025
Contract Awarded:	May 16, 2025
Contract Completion Timeline:	September 30, 2025

### Communication

The Proponent is requested to identify one senior individual by name, physical address, email address and telephone number who will act as the Proponent's primary contact with the City regarding this project.

For information concerning the content of this RFP, please contact:

City Clerk's Department  
City of North Battleford  
1291 101<sup>st</sup> Street, North Battleford, SK S9A 2Y6  
306-445-1700  
[tenders@cityofnb.ca](mailto:tenders@cityofnb.ca)

### 3.3 Project Specific Scope of Work & Deliverables

Refer to Schedule A "Scope of Work."

### 3.4 Health & Safety, WCB

The successful Proponent is required to conform with the *Occupational Health and Safety Act* related to the performance of the contract. In addition, the successful Proponent will be required to supply the City of North Battleford with a valid Clearance Certificate issued by WSIB, or if applicable, a letter from WCB verifying Independent Operator's Status.

### 3.5 Terms of Payment

The successful Proponent shall be reimbursed at: \* *(Negotiable)*

50% commencement

50% completion

Invoices submitted by the successful Proponent shall include a purchase order number, project title, a description of the work completed, and a billing summary. This summary shall include the tasks set forth in the financial submission and shall indicate the budgeted cost, percentage invoiced to date, and a detailed total for each task.

## SECTION 4: APPROACH & FORMAT

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### 4.1 PROPOSAL APPROACH

The Proponent shall identify the following:

- Project **work plan** for organizing and executing the project scope and objectives.
- Project **risks, constraints, and/or limitations** that may impact on the project delivery and success, and how they will be mitigated.

### 4.2 PROPOSAL FORMAT

Proponents should, at a minimum, address the following in the proposals:

#### Company Detail

- A brief description of your company including any qualifications you consider relevant.

#### Relevant Experience

- A description of a Proponent's experience in performing similar work, including **two (2) references** of work performed for municipalities or other government bodies and agencies in the previous five (5) years, and appropriate contact information for references.

**Capacity**

- The City expects that you will have sufficient resources available to meet the service requirements of the City in a timely manner. Provide a brief description of your company's staffing resources that will be utilized to meet the service requirements of the City.
- Identify the Site Supervisor, Project Manager, and/or specify other role(s) who will be responsible for the Work and their background.
- Provide a current clearance certificate from WCB of Saskatchewan.
- Identify and provide a brief description of any subcontractors you propose to engage to perform the work.

**Liability Insurance**

- The City expects that you carry commercial general liability insurance and automobile insurance policies each as outlined in section 2.32: Insurance, on page 14. Provide certificates of insurance outlining the amounts of commercial general liability and automobile insurance that you carry.

**Schedule:**

- The work is expected to be completed by **September 30, 2025**. Provide a schedule for the Performance of the work.

**Fee Proposal:**

- The City expects the work to be performed on a "fixed sum" basis. Provide a "fixed sum" price in Canadian Dollars for the work, exclusive of any applicable GST and inclusive of PST and freight delivery charges. The maximum allowable for this project is **\$279,000.00 (including 6% PST and freight delivery charges)**.
- **Tariffs:** The City will not assume any responsibility for tariffs incurred by the Proponent following the submission of the bid.

**Conflict of Interest Disclosure:**

- Disclosing any actual or potential conflicts of interest that may exist between your firm and its management, and the City, its members, or Council and management, and the nature of such conflict of interest. If a Proponent has no such conflict of interest, a statement to that effect should be included in the proposal. The City's employees are ineligible to participate, directly or indirectly, with any Proponent.

**Confidentiality:**

- Proponents are advised that as a City, the City is subject to provisions of the *Local Authority Freedom of Information Act and Protection of Privacy Act* (Saskatchewan), which provides a right of access to information in records under the control of the municipality. Proponents are advised that the City may be required to disclose RFP documents and part or parts of any proposal in response to this RFP pursuant to the *Local Authority Freedom of Information and Protection Act* (Saskatchewan).
- Proponents are also advised that the *Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) does provide protection for confidential and proprietary business information; however, Proponents are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their proposals in response to this RFP.

**Proponents should identify any information in their proposals that they consider to be confidential or proprietary business information.**

**4.3 DELIVERY SCHEDULE**

- The Proponent shall provide a work schedule, identifying start and finish dates for key project activities and dates for deliverables identified in the work plan. Completion dates for each project and work plan phase must be provided.
- For the purposes of a work schedule, refer to the timeline in which the project must be completed from the award date.

**4.4 REFERENCE PROJECTS**

The Proponent must provide **two (2) Reference Projects** undertaken within the past ten (10) years.

Reference project examples must demonstrate the Proponent's expertise and practical experience in:

- Project of similar or equal scope, value, complexity, and/or delivery method; overcoming challenges met throughout the project; and any actions or considerations taken in the design to address climate change.
- References from the City or other parties identified in the project will not be accepted.

## 4.5 SCHEDULE OF RATES AND FEES

As outlined under 3.5 Terms of Payment on page 17 and 4.2 Proposal Format: Fee Proposal on page 19.

The Proponent shall show fees calculated for site preparation, foundation, water play equipment, water management system, surface materials, electrical connections, site amenities, landscaping, permits, professional design fees, installation labour, travel and hotel accommodations, and any necessary contingency costs.

This summary should also include any services not itemized but deemed necessary by the Proponent.

Detailed breakdown of quantities and cost estimates of each alternative for City budget purposes and construction estimates.

It is understood that the City will provide requested labour and access to equipment for the installation. A complete listing of requirements is to be included in the RFP.

## 4.6 ADDITIONAL INFORMATION

Any additional information that the Proponent may choose to provide.

Proposals shall remain valid and open for acceptance by the City for a period of ninety (90) calendar days following the deadline for receipt of proposals.

## 4.7 COMPLIANCE

- a) Any deviations from the City's Request for Proposal (RFP) document must be clearly defined and are subject to acceptance or rejection by the City at its sole discretion.
- b) **TARIFFS:** The City of North Battleford will NOT assume any responsibility for tariffs incurred by the Proponent following the submission of the bid.
- c) In accordance with the Province of Saskatchewan's memorandum regarding capital project sourcing, and the City of North Battleford's commitment to adhere to this mandate, priority will be given to Proponents who procure, assemble and manufacture their goods and services using Canadian suppliers and manufacturers.

## 4.7 EVALUATION PROCESS

Administration intends to recommend the appointment of a contractor based on best overall value as determined by the review of the proposal. The contract award is subject to approval by North Battleford City Council.

### EVALUATION CRITERIA

Proposals will be assessed against the criteria outlined below. The City reserves the right to short-list firms for further evaluation and interviews, which may alter the final scoring results. Proposals will be scored based the Proponent's level of meeting or exceeding the expectations of the established evaluation criteria.

Evaluation Criteria		Weight Factor
1	Design	25%
2	Project Methodology	15%
3	Experience with projects of a similar nature	10%
4	References	10%
5	Canadian Sourced- Assembly & Manufacturing	20%
6	Schedule	15%
7	Proposed Fee Structure <i>**Set max.</i>	05%
<b>Total</b>		<b>100%</b>

## SCHEDULE A: SCOPE OF WORK & DELIVERABLES

### I. INTRODUCTION

The City of North Battleford's Parks & Recreation Department is inviting interested companies that are competent in the design, supply, and installation of Spray Parks to submit a proposal(s) for a new pocket Spray Park on the grounds of Connaught Elementary School.

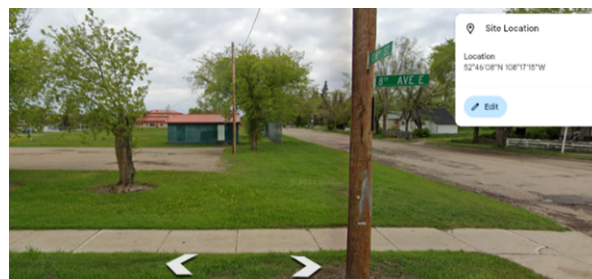
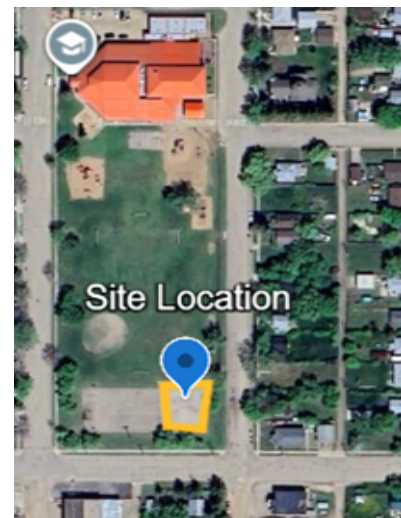
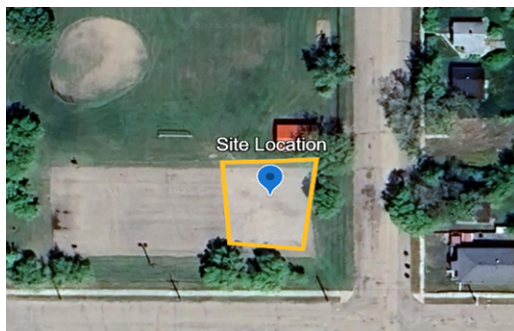
This project would see the construction of a new pocket Spray Park with the intent of providing area residents with the opportunity to play and interact in a safe and accessible location. The total funding available for the design, supply and construction of a Spray Park is not to exceed **\$279,000.00, including PST and freight delivery charges**. The Proponent can propose additional water components/options in a separate price section, which exceeds the available funding amount.

### II. GENERAL CONSIDERATIONS

- Preference will be given to Proponents that can complete the supervised installation by **September 30, 2025**.
- The City reserves the right to negotiate with the preferred Proponent.
- The City reserves the right to accept the proposal which it deems most advantageous to the City.
- Product is Canadian-sourced.

### III. SITE OF WORK

Connaught Elementary School grounds  
-108<sup>th</sup> Street and 8<sup>th</sup> Avenue





#### IV. PROJECT TECHNICAL REQUIREMENTS

- **Spray Park Size:**
  - Perimeter: Approximately 84 meters
  - Area: Approximately 430 square meters
- **Concrete Pad:**
  - Weather resistant
  - Slip resistant surface
  - Design should consider drainage of slab and under drainage of slab.
  - It is recommended to use sulphate-resistant concrete with a minimum compressive strength of 32 MPa with 7% entrained air, due to the presence of high sulphate soils in the North Battleford area.
- **Spray Park Equipment:**
  - Minimum acceptable number of features is five (5)
  - Components shall be a combination of ground level, small and large features for all ages and consider accessibility needs.
  - Water Features should be sturdy and well-built
  - Resistant to UV damage, vandalism, tampering and graffiti
  - Perimeter seating- minimum of two accessible (2) benches
- **Plumbing/Piping:**
  - Design should consider freeze-thaw cycles, annual start-up, annual shut-down and winterization
- **Electrical:**
  - Power will be accessed from the Connaught School's green outdoor shed near the electrical pole
- **Accessibility:**
  - The Spray Park is to be special needs accessible.
- **Lifespan:**
  - The goal is to have a spray park that will last for at least 25 years
- **Fencing:**
  - The spray park requires stylistic perimeter fencing including two fully accessible entry gates.

#### V. CITY'S RESPONSIBILITIES

- The City will remove existing asphalt at the designated Spray Park site only.
- The City will install a 50 mm diameter water service and a 150 mm diameter sanitary sewer service from the City's main line on 108<sup>th</sup> Street (or agreed upon location based on the Spray Park's position) to the site's property line, extending an additional three (3) meters beyond the property line to facilitate the water and sewer hookup.
- The City will be responsible for backfilling and the restoration work (topsoil, concrete, asphalt) from the property line to the main line.



## City Infrastructure

### VI. PROPONENT'S RESPONSIBILITIES

- The Proponent shall be responsible for the design, layout, preparation, supply, delivery, and installation of all components necessary to complete the project.
- The Proponent is responsible for all necessary site preparation within the property line including the installation of perimeter fencing.
- The Proponent is responsible for providing and installing all piping from the spray park to the water and sewer hook-up point (provided by the City).
- The Proponent is responsible for all testing required for the Spray Park features and piping.
- The Proponent is responsible for backfilling and restoration work for any excavation required to complete their installation within the property line.
- The Proponent will be responsible for the supply and installation of electrical infrastructure from Connaught School's shed to the Spray Park.
- The Proponent will be responsible for providing on-site training and an operating manual for the City's Parks & Recreation Parks staff and Operations-Maintenance staff for proper orientation and maintenance of the Spray Park.

### VII. PROJECT SEQUENCE

The project will be executed in the following sequence:

- Stage 1- Proposal & Design
- Stage 2- Award & Execution
- Stage 3- Construction
- Stage 4- Project Completion & Handover

## VIII. PROPONENT'S DELIVERABLES

Phase	Proponent's Deliverables
<b>Stage 1 – Proposal &amp; Design</b>	<p>Along with the submission of the proposal, the proponent is expected to provide:</p> <ul style="list-style-type: none"> <li>• Overall site area layout (i.e. dimensions, location of spray equipment, location of water and sewer connections etc.)</li> <li>• Design sketches or concept plan of the proposed spray park.</li> <li>• Sketches or pictures of spray equipment.</li> <li>• Specifications of spray equipment including: <ul style="list-style-type: none"> <li>○ Descriptions of all components.</li> <li>○ Materials and finishes.</li> <li>○ Play value (including age range equipment is designed for and level of accessibility)</li> <li>○ Manufacturer's product data sheets.</li> <li>○ Any required apparatus, extras, materials etc.</li> </ul> </li> <li>• Concrete pad design and specifications.</li> <li>• Proposed timeline for project that meets the timelines listed in <b>Section 3.2</b> of this RFP.</li> <li>• Cost of the project includes freight charges + applicable taxes.</li> </ul>
<b>Stage 2 – Award &amp; Execution</b>	<p>Upon awarding the project, the successful proponent is expected to provide:</p> <ul style="list-style-type: none"> <li>• Project construction drawings. (To include changes or updates agreed with the City.)</li> <li>• Final Construction Schedule.</li> </ul>
<b>Stage 3 – Construction</b>	<p>During the construction phase the following shall be provided:</p> <ul style="list-style-type: none"> <li>• Progress Reports</li> <li>• Quality Control Documents</li> </ul>
<b>Stage 4 – Project Completion &amp; Handover</b>	<p>Upon completion of the project, the proponent is to provide (digital copies acceptable):</p> <ul style="list-style-type: none"> <li>• As-Built Drawings</li> <li>• Inspection and Testing Reports</li> <li>• Operations and Maintenance Manuals.</li> <li>• Mechanical Drawings and Specifications.</li> <li>• Warranty certificates.</li> <li>• On-site training for the City's Parks and Recreation and Maintenance staff for proper orientation and maintenance of spray park.</li> </ul>

## **SCHEDULE B: TERMS AND CONDITIONS**

1. The Proponent is responsible for repairing any damage to schoolyard amenity/property that is not part of this project. All damage is to be corrected at the Proponent's expense and to the approval of the City.
2. Proponents will specify a proposed construction schedule as part of their proposal. All prices will be held firm to installation date.
3. The Proponent will be responsible for all aspects of the design, construction, and management of this project. All materials and components are to be new. All hardware and accessories shall be tamper-resistant to eliminate the risk of vandalism. Stainless steel or brass hardware is required due to its structural integrity and resistance to corrosion.
4. All workmanship and material are to be guaranteed for a minimum of two (2) years unless otherwise stated from the completion date of the project and all work must be performed to the satisfaction of the Parks & Recreation Department. Written description of warranty on all items supplied will accompany all proposals.
5. It is the responsibility of the Proponent to satisfy themselves by examination of the site of any existing conditions and materials which may be encountered on the site. The contractor must notify all utility agencies regarding the installation of any services in this contract area and obtain stake-out permits for these services. The Proponent is responsible for any damage caused to underground utilities or services by their work force, including sub-contractors, in the execution of this contract.
6. The entire worksite must be enclosed by snow fence for the duration of the construction. All snow fencing must be removed after completion. The work site and all contractors on site will follow OHS regulations as well as all City of North Battleford procedures, including all PPE requirements.
7. All construction will be the responsibility of the Proponent or their subcontractors and must be scheduled at least 72 hours in advance with the City's Parks & Recreation and Planning Departments. Work hours will be Monday to Friday 7:00 am to 4:00 pm. Requests to extend working hours and days may be submitted for review to the City's representative at least 48 hours in advance of the requested time or date extensions.

8. All site clean-ups will be the responsibility of the Proponent. Any pertinent permits, licenses and landfill fees will be the responsibility of the Proponent. Work must meet all applicable Code requirements, including.
  - City Bylaws,
  - National Building Code of Canada, 2015
  - National Fire Code of Canada, 2015
  - Canadian Electrical Codeand be in fair condition. All work to be performed within the *Occupational Health and Safety Act* and all successive legislation.
9. Final Payment will be issued when:
  - a. Final invoice is received by the City.
  - b. Completion of the Spray Park ensuring no equipment or mechanical failures.
  - c. All deliverables have been met.
  - d. All non-project infrastructure that was damaged is returned to its original state and approved by Planning Department.
  - e. Inspection of the site by a City official following completion of construction.

By signing below, the undersigned agrees to carry out all work and agrees to all Terms and Conditions outlined above and listed in this **RFP: CNB-PR-SPRAY-0525**, conforming to all terms and completing the work by **September 30, 2025**.

---

Proponent Signature

---

Date

**SCHEDULE C: BID FORM**

We \_\_\_\_\_  
(Company Name)

Of \_\_\_\_\_  
(Business Address)

Having examined the documents regarding this proposal, hereby offer to enter a contract to perform all the work required by the proposal documents for a fixed price of

\_\_\_\_\_ Dollars -CAD (\$\_\_\_\_\_), which prices **does not include GST** but does include PST and freight delivery charges. All prices given shall be effective at least 90 business days from date of closing of call for proposal, only GST will be levied on the contract price. The contractor is responsible for the materials used in the construction process as required by the Province of Saskatchewan.

**The City reserves the right to accept any proposal submitted in whole or in part or to reject any or all Proposals or to award the work in one or more contracts and to waive any irregularities.**

**DECLARATIONS:**

We hereby declare that:

- a. we agree to perform the work in compliance with the required completion schedule in the proposal documents.
- b. no person, firm, or corporation other than the undersigned has any interest in this tender or in the proposed contract for which this proposal is made.
- c. this Proposal is open to acceptance for a period of 90 business days from the proposed closing date.

**SIGNATURES:**

Signed, and submitted for and on behalf of:

Name and Title: \_\_\_\_\_  
(Please Print or Type)

Witness: \_\_\_\_\_

Date: at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

**Note:** Where legal jurisdiction or owner requirement call for proof of authority to execute this RFP, proof of such authority in the form of a certified copy of a resolution naming the person(s) in question as authorized to sign this Tender for on behalf of the Corporation or Partnership should be attached.

**SCHEDULE D: CONFLICT OF INTEREST DISCLOSURE FORM**

*Note: A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the Proponent's other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed. The Proponent should disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest.*

Date: \_\_\_\_\_

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

Position: \_\_\_\_\_

Please describe below any relationships, transactions, positions you hold, or circumstances that you believe could contribute to a conflict of interest:

\_\_\_\_\_ I have no conflict of interest to report

\_\_\_\_\_ I have the following conflict of interest to report (please specify relationship)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_