



## **Request for Proposal: R-2025-13**

### **City of Dryden**

Aaron Park Playground Replacement

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## Article I. Definitions of Terms Used in this RFP

### Section 1.01 Definitions

1. In this RFP, capitalized terms other than those defined in this RFP have the meanings provided in the Procurement Policy.
2. In this RFP, the following terms have the indicated meanings:

**"City"** means The Corporation of the City of Dryden;

**"Closing Time"**, means Wednesday, November 5, 2025, at 3:00 PM Central Standard Time (CST)

**"Conflict of Interest"**, in respect of a Proponent, means a situation where the Proponent is an employee of the City, a spouse or child of an employee of the City, or a corporation or other business entity in which an employee of the City or his or her spouse or child has an interest or is a director or officer;

**"Procurement Policy"**, means the [City of Dryden Procurement Policy](#) FI-PR-01.

**"Procurement Representative"** means the representative of the City designated by the City as the principal contact person in respect of this RFP, and particularly its procurement aspects;

**"Proponent"** means a person submitting a Proposal;

**"Proposal"** means a submission in response to this RFP;

**"RFP"** means this Request for Proposal and all related documents; and

**"Site Visit"** means the Mandatory site visit at the location of the project (13133 Hwy 17 E, Dryden, ON) on Wednesday October 15, 2025 at 11:00 AM (CST)

**"Successful Proponent"** means the Proponent that is awarded the contract in respect of this RFP.

## Article II. Goods & Services the City is Seeking

### Section 2.01 Overview

The City is seeking proposals from qualified Proponents to supply and install a nature-inspired traditional playground structure complete with proper drainage, timber boarder, and engineered wood fibre surfacing for Aaron Provincial Park (13133 Hwy 17 E, Dryden, ON) within the project budget of \$100,000 before taxes.

*\*This is an anticipated 2026 project and is subject to Council approval through the 2026 capital budget process. The City reserves the right to modify, postpone, or cancel this project at its sole discretion should Council not approve the required funding.*

#### RFP Schedule & Submission

|                                     |                               |
|-------------------------------------|-------------------------------|
| Release of RFP                      | September 19, 2025            |
| Site visit                          | October 15, 2025 @ 11am (CST) |
| Register an intent to submit an RFP | October 17, 2025              |
| Deadline for submitting questions   | October 29, 2025              |
| Deadline for issuing addenda        | October 31, 2025              |
| Closing time                        | November 5, 2025 @ 3pm (CST)  |

## Article III. Scope of Work

The City of Dryden is looking for competent qualified Proponents to supply and install a new playground structure. The play structure must be unique, eye catching, aesthetically pleasing, safe, with some accessible features.

The successful Proponent is responsible for acting as the General Contractor and will be deemed as the Constructor for this installation. Bidders are required to complete the necessary commissioning and staff training. Bidders are also required to attend the **Mandatory Site Visit on Wednesday October 15, 2025 @ 11am (CT)**

The scope of work for this RFP will include, but is not limited, to:

- The playground area is roughly 33m x 10m (previous play structure) will apply room for expansion.
- The successful proponent is responsible for the provision of an onsite supervisor for the duration of the playground install period
- Work includes the required excavation, subsurface, and construction associated with the installation of the equipment borders and surfacing
- The City of Dryden will take care of the restorative landscaping afterwards

The **minimum** specification:

Below is the minimum specification and it is expected that the entire **\$100,000 budget** will be used on providing the most play value.

- A. The target age group for the playground equipment shall be recommended for ages 5-12 years old
- B. Roman Arch 4 seat swing set (1 molded accessible bucket seat, 1 baby/kids' seat, and 2 regular seats)
- C. Minimum 1 single rider slide (non-tube) minimum 72" high
- D. Double rider slide (non-tube) 48-72" high
- E. No roofs required
- F. Talk tubes
- G. Significant climbing/rock climbing features
- H. Colour scheme to match the provincial park setting (i.e. in the woods)
- I. Some of the structure features should be accessible - NOTE: please identify accessible features in your proposal
- J. Meets the Accessibility for Ontarians with Disabilities Act
- K. Subsurface - Excavate up to 12", add 6" of "A" Gravel, landscape fabric and then wood fiber protective surface.
- L. Wood border - two layers of 6"x6" plus a 2"x8" top cap all pressure treated wood (brown) with a minimum of two accessible access points
- M. The protective surface for the structure will be engineered wood fiber, which shall be required to be capable of meeting the energy absorbency requirements of CSA Z614-14 or a minimum of 12" whichever is greater. Vendors are responsible for the supply and placement of the engineered wood fiber. Vendors shall include an Eco-friendly weed control landscaping fabric under the engineered wood fiber.
- N. Location for desired equipment previously had a play structure that was on it, and it was removed last year due to age. Site prep will be completed by the City of Dryden as per instructions of the successful bidders requirements with a minimum of two weeks notice. The final layout of the equipment will be decided on based on consultation between the Director of Community Services and the successful bidder.
- O. All equipment and installation must as a minimum meet the CSA Z614-14 Children's Playspaces and Equipment Standard.
- P. All locates for work undertaken by the vendor's forces shall be the responsibility of the vendor.
- Q. The proponent must have successfully completed a minimum of 5-10 similar installation projects of similar complexity in a similar climate (i.e. where temperatures reach -40 in the winter).
- R. Minimum 3-year warranty

## **Article IV. Information & Material Comprising this RFP**

### **Section 4.01 Documents**

- 1) The documents forming this RFP include:
  - a) The following documents, each in the version current as at the Closing Time:
    - i) This Request for Proposals,
    - ii) Any Addenda to this Request for Proposals,
    - iii) The Procurement Policy,
    - iv) Any other documents related to this project.

### **Section 4.02 Procurement Representative**

- 1) The procurement representative for this project is:  
Jason Boyer, Director of Community Services for the City of Dryden

### **Section 4.03 Questions and Answers**

- 1) The City shall not entertain any oral questions related to this RFP and shall not supply any oral answers related to this RFP.
- 2) All questions must be sent via email to the Procurement Representative. Questions submitted in any other manner will be unaddressed until they are properly submitted via email to the Procurement Representative at:

**Email:** [jboyer@dryden.ca](mailto:jboyer@dryden.ca)

**Subject:** Question Related to R-2025-13

- 3) The deadline for the submission of Questions is October 29, 2025. The City shall not accept any questions after October 29, 2025, prior to the Closing Time, to allow the City adequate time to send any required responses to all Proponents as addenda.

### **Section 4.04 Register Intent to Submit an RFP:**

- 1) Proponents are requested to register their Intent to submit an RFP by issuing a letter by email to the attention of the Procurement Representative at [jboyer@dryden.ca](mailto:jboyer@dryden.ca) by October 17, 2025.
- 2) The Proponent must identify the following in their Letter of Intent to submit an RFP:
  - a. The name of your company
  - b. The name of the Proponent Project Manager/Lead and contact information
  - c. The name and reference number of the RFP you are responding to
  - d. A clear statement of your Intention to submit a proposal

### **Section 4.05 Addenda**

- 1) The City shall issue any answers to questions or changes/additions/deletions to the Scope of work / Terms and Conditions of this RFP by way of addenda. All addenda issued prior to the Closing Time form part of this RFP. The City shall not issue any addenda after 12:00 noon (CST) Thursday, October 31, 2025 prior to the Closing Time, unless they include an extension of the Closing Time.

- 2) The City recommends that after submitting a Question, the Proponent should check for addenda up until the Closing Time. If a Proponent has registered with the City of Dryden, addendum will be sent to the Proponent.

#### **Section 4.06 Exclusive Source of Information and Material**

- 1) The information and material indicated here are the only information and material comprising this RFP. No other information or material, written or oral, from the City or any other person forms part of this RFP.

#### **Section 4.07 Accuracy, Completeness, and Applicability of Information and Material**

- 1) Except as expressly provided in this RFP, the City does not represent or warrant the accuracy, completeness, or applicability of any information:
  - a) Set out in the documents comprising this RFP;
  - b) Made available by the City to any Proponent; or
  - c) Obtained by any Proponent from any other source.
- 2) Any Proponent that obtains, uses, or relies upon such information, does so at the Proponent's own sole risk, and without recourse against the City.

### **Article V. Rules Governing this RFP**

#### **Section 5.01 Electronic Proposals Only**

- 1) This RFP requires submission of Proposals only by electronic means.
- 2) The City reserves the right, in case of problems with its electronic submission method, to change, at any time, to a paper-based bidding system in respect of part or all this RFP process.

#### **Section 5.02 Withdrawal of RFP**

- 1) The City may, at its discretion, withdraw, cancel, or amend this RFP at any time either before or after the Closing Time. The City shall not be liable for any risk, expense, cost, loss, or damage incurred or suffered by any Proponent or any other person as a result of such withdrawal, cancellation, or amendment.

#### **Section 5.03 Procurement Policy**

- 1) The City's Procurement Policy applies to this RFP.
- 2) Each Proponent shall abide by the Procurement Policy.

#### **Section 5.04 Obtaining Information and Material Comprising this RFP**

- 1) Each Proponent shall be solely responsible for:
  - a) Obtaining all information and material comprising this RFP, whether in or through the Bids and Tenders portion of the City's website or elsewhere;
  - b) Ensuring that it obtains and considers the version of such information and material that is current as at the Closing Time;

- c) Reporting any missing, inaccessible, or incomplete RFP information or material to the Procurement Representative; and
  - d) Ensuring that any drawings, sketches or other information or material for which format or scale is important, are printed or produced in the proper format or scale.
- 2) The only information and material relevant to this RFP is the information and material set out or referred to in this RFP. For purposes of this RFP, Proponents shall not rely upon, nor shall the City be bound by, any information or material other than the information and material set out or referred to in this RFP.

### **Section 5.05 Proposal Costs**

- 1) The City shall not be responsible for any risk, expense, cost, loss, or damage incurred or suffered by any Proponent or any other person in:
- a) Obtaining the information and material comprising the RFP;
  - b) Conducting any site visit;
  - c) Preparing a Proposal;
  - d) Revising a Proposal;
  - e) Submitting a Proposal or revised Proposal; or
  - f) Submitting any samples and/or descriptive literature in relation to goods forming part of this RFP.

### **Section 5.06 Effects of Submitting a Proposal**

- 1) By submitting a Proposal under this RFP, the Proponent:
- a) Agrees to all provisions of this RFP,
  - b) Represents and warrants that:
    - i) No person other than the Proponent has any interest in the Proposal;
    - ii) All information submitted in the Proposal is true, complete, and accurate;
    - iii) The Proposal is made without fraud, collusion, connection, knowledge, comparison of figures or arrangement with any other person submitting a Proposal;
    - iv) No employee or member of Council of the City is or will become interested, directly, or indirectly, as a contracting party or otherwise in the provision of the Goods and Services to be provided pursuant to this RFP, or in any portion of the monies or profits to be derived from the Proposal.
  - c) Submits an "Offer", the acceptance of which will not be binding on the City until both parties have executed a contract.
  - d) Agrees that it has no, and shall have no, claim for any expense, cost, loss, or damages of any kind whatsoever, against the City, arising from participating in any way in this RFP process.
  - e) Releases, to the City, all rights to all information and material comprising its Proposal.

### **Section 5.07 Status of Information and Material Submitted**

- 1) All information and material submitted by a Proponent forms part of the Proponent's Proposal and, upon submission, becomes the property of the City.



### **Section 5.08 Variation of Proposal Pricing After Submission**

- 1) No variation in any unit price, commission rate, or total price proposed will be permitted after the Closing Time, except in the instance of variation due solely to an increase or decrease in the rate of eligible taxes, beyond the control of the Proponent, occurring after the time of submission of the Proposal. Such an increase or a decrease in the rate of eligible taxes will affect the Proposal only to the extent of the tax increase or decrease.
- 2) All prices identified in a Proposal which is accepted will be firm for the term of the contract.

### **Section 5.09 Non-binding Price Estimates**

- 1) While the pricing information provided in responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the responses and the ranking of the Proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.
- 2) All prices identified in a Proposal which is accepted will be firm for the term of the contract.

### **Section 5.10 Imbalanced Proposals**

- 1) The City may reject a Proposal if it determines, in its sole discretion, that the Proposal is materially imbalanced. A Proposal is materially imbalanced when:
  - a) It is based on prices that are significantly less than cost for some items of work and prices which are significantly overstated in relation to cost for other items of work; and
  - b) The City has determined that the Proposal may not result in the lowest overall cost to the City even though it may be the lowest submitted Proposal.

### **Section 5.11 Waiver by City**

- 1) The City may, by express written notice, waive some of its rights, powers, or remedies under this RFP.
- 2) None of the following constitutes a waiver by the City of any of its rights, powers, or remedies under this RFP:
  - a) The failure of the City to exercise any of its rights, powers, or remedies under this RFP;
  - b) The delay of the City in exercising any of its rights, powers, or remedies under this RFP;
  - c) The condoning, excusing, or overlooking by the City of any default, breach, or non-observance by a Proponent at any time or times in respect of any provision of this RFP;or
  - d) Anything done or omitted by the City other than by way of express written waiver.
- 3) A single or partial exercise by the City of a right, power or remedy under this RFP does not prevent the City from subsequently exercising that right, power or remedy or any other right, power, or remedy.
- 4) Despite the City taking any action which is the responsibility of a Proponent under this RFP, the Proponent shall remain obligated to take such action.

### **Section 5.12 Governing Law**

- 1) This RFP and any Proposal submitted in response to it and the process contemplated by this RFP including any ensuing contract shall be governed by the laws of the Province of Ontario. Any disputes arising out of this RFP, or this RFP process will be determined by a court of competent jurisdiction in the Province of Ontario.

### **Section 5.13 Quasi-Criminal/Criminal Activity of a Proponent**

- 1) The City may reject a Proposal or Proponent if the City:
  - a) Confirms that the Proponent or any individual that owns, directs, or controls the Proponent has been charged with or convicted of an offence under the Criminal Code of Canada, an offence under any other applicable statute or regulations in the Province of Ontario, or an offence pursuant to similar laws outside of the Province of Ontario, or has been named in an order or similar enforcement measure by a regulatory authority; and
  - b) Determines that this charge, conviction, or order is material to the given procurement; and
  - c) Determines that, considering this charge, conviction, or order, awarding to that Proponent could compromise the delivery of the goods and services or would otherwise undermine the business reputation of the City or the public's confidence in the integrity of the RFP process.

### **Section 5.14 Confidentiality of Information**

- 1) The documentation comprising any Proposal submitted in response to this RFP, along with all correspondence, documentation and information provided to the City by any Proponent in connection with, or arising out of this RFP, once received by the City:
  - a) Shall become the property of the City and may be appended to the Agreement and/or the Purchase Order with the successful Proponent; and
  - b) Shall become subject to the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"), and may be released, pursuant to the Act.

### **Section 5.15 Intellectual Property Rights**

- 1) Each Proponent warrants that the information contained in its Proposal does not infringe any intellectual property of any third party and agrees to indemnify and save harmless the City, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the City brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Proposal.

### **Section 5.16 Prohibited Communications**

- 1) Prohibited Proponent Communications:
  - a) Any attempt on the part of any prospective Proponent or Proponent or any of its employees, agents, contractors, or representatives to contact any person other than

the individuals listed on the City's Bids and Tenders website for this RFP, will be grounds for disqualification. For clarification and without limiting the generality of the foregoing, a prospective Proponent or Proponent must not make any contact with any member of the City's Evaluation Team, elected officials or any expert or other advisor to the City, or any staff of the City. In such event, and without any liability, the City may, in its sole and absolute discretion, in addition to any other remedy available at law, disqualify the Proposal submitted by the Proponent or refuse to accept a Proposal submitted by a Proponent that has breached the requirements of this provision.

- b) In addition, a prospective Proponent or Proponent must not, directly, or indirectly, engage in any form of political or other lobbying with respect to any part of the RFP. In the event of any such lobbying by a prospective Proponent or Proponent, whether directly or indirectly, the City may, within its sole and absolute discretion, reject such Proponent's Proposal or disqualify a prospective Proponent from the RFP process.
- 2) Proponent Not to Communicate with Media:
- a) A prospective Proponent or Proponent may not at any time, directly or indirectly, communicate with the media in relation to this RFP or with respect to any contract awarded pursuant to this RFP without first obtaining the written permission of the City.

### **Section 5.17 Omissions, Discrepancies, and Interpretations**

- 1) A Proponent who finds omissions, discrepancies, ambiguities, or conflicts in any of the RFP documentation or who is in doubt as to the meaning of any part of the RFP should notify the City in writing not later than the deadline for questions. If the City considers that a correction, explanation, or interpretation is necessary or desirable, the City will issue addenda as described in the above article. The decision and interpretation of the City shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFP documents.

## **Article VI. Procedures for Submitting a Proposal**

### **Section 6.01 Submission of Proposal**

- 1) For this RFP, unless an addendum provides otherwise, the City shall accept only electronic proposals submitted via email to Allyson Euler, City Clerk, [aeuler@dryden.ca](mailto:aeuler@dryden.ca). For proposals larger than 25mb, please submit through Dryden.2big4email.com
- 2) Proposals must be received by 3:00 PM (CST), Wednesday, November 5, 2025 (the "Closing Time").
- 3) A Proponent may withdraw the Proponent's Proposal prior to the Closing Time and either:
  - a) Keep the Proposal out of the RFP; or
  - b) Edit and re-submit the Proposal before the Closing Time.
- 4) The City shall accept only those electronic Proposals received through electronic no later than the Closing Time. Proposals received after the closing time will be excluded. The date and time that the electronic Proposal was sent by the Proponent is of no consequence.

- 5) Each Proponent shall allow sufficient time to send the Proposal and applicable attachments and to resolve any uploading and transmission issues, such as "Internet traffic jams," file transfer size and transmission speed.

## **Article VII. Evaluation of Proposals**

### **Section 7.01 Disqualification of Proposals**

- 1) The City shall disqualify a Proposal if, in the sole, final, binding opinion of the City:
- a) It is one of two or more Proposals submitted by the same Proponent, whether under the same or different names, unless the Proposals make it clear that the work in the extra Proposal(s) shall be performed under a "joint" agreement;
  - b) It was submitted by a Proponent that colluded with one or more other Proponents;
  - c) It was submitted by a Proponent that has a Conflict of Interest;
  - d) It was submitted by a Proponent that is not a Responsible Proponent;
  - e) It was submitted by a Proponent that:
    - i) Is an Opposing Party,
    - ii) Proposes an Opposing Party as a sub-contractor, or
    - iii) Is not at arm's length from an Opposing Party;
  - f) It is incomplete, conditional, illegible, obscure, or unqualified in any way;
  - g) It contains additions not called for, erasures, alterations, or irregularities of any kind;
  - h) Its prices are so unreasonable and/or unbalanced as to be likely to affect adversely the interest of the City;
  - i) It is received after the Closing Time, regardless of the circumstances which resulted in the late submission;
  - j) It is not executed or is executed by a person who does not have authority to bind the Proponent;
  - k) It fails to acknowledge all addenda;
  - l) Unless an addendum provides otherwise, the Proposal is submitted in any way other than through the City's Dryden.2big4email.com on the website;
  - m) It was submitted by a Proponent, or any person on behalf of a Proponent, who has initiated communication about this RFP after it was issued and before it is terminated or before one or more contracts are entered in respect of the Goods and Services which are its subject, with any:
    - i) Elected official of the City, except in a public deputation in a meeting open to the public,
    - ii) Member of City staff other than the Purchasing Representative, or
    - iii) Media;
  - n) It fails to meet any mandatory criteria; or
  - o) It contains a limitation or qualification on the City's right to publicly disclose the name of any Successful Proponent and, if applicable, any Proposal price.

## Section 7.02 Evaluation Criteria and Process

The City intends to evaluate Proposals in order to identify a Proposal that, in the City's opinion offers the best value to the City. Proposals will be evaluated based on the following criteria and weighting:

| <b>Evaluation Criteria</b>          | <b>Weighting</b> |
|-------------------------------------|------------------|
| Value                               | 30%              |
| Warranty                            | 15%              |
| Innovation and Play Opportunities   | 15%              |
| Quality of Equipment                | 15%              |
| Project Team & Relevant Experience  | 15%              |
| Project Understanding & Methodology | 10%              |
| <b>References</b>                   | <b>Pass/Fail</b> |
| <b>Total</b>                        | <b>100%</b>      |

In evaluating a Proposal, the City may contact references and may choose not to select a Proponent where the references are not satisfactory to the City in its sole discretion. The City reserves the right to seek a reference from sources other than those provided by the Proponent.

In evaluating a Proposal, the City may request financial information regarding a Proponent and may choose not to select a Proponent where the City is not satisfied, in its sole discretion, that the Proponent is in a financial position to perform the Services.

There shall be no obligation on the part of the City to receive further information, whether written or oral, from any Proponent or to disclose the nature of any Proposal received.

The City may invite one or more Proponents for an interview or to provide clarifications of their Proposal(s) and the City may consider the results of such Proponent interview(s) or clarifications in evaluating Proposals.

## Article VIII. After Acceptance of a Proposal

### Section 8.01 Insurance

- 1) If the City accepts a Proposal of a Proponent, then prior to the execution of an agreement or the issuance of a Purchase Order and prior to commencement of any work under the contract, the Proponent shall provide to the City proof of insurance satisfactory to the City

of the following insurance coverages, all taken out with insurers licensed to transact insurance business in Ontario:

a) Commercial General Liability Insurance:

- i) Including "The Corporation of the City of Dryden" as an additional insured,
- ii) To a limit of not less than five million dollars (\$5,000,000) inclusive per occurrence,
- iii) Including bodily injury, personal injury, death, and damage to property, including loss of use thereof,
- iv) In a form satisfactory to the City of Dryden's Finance Department, and
- v) Endorsed to provide "The Corporation of the City of Dryden" with not less than thirty (30) days' notice, in advance, of any cancellation, change or amendment restricting coverage;

b) Automobile Liability Insurance:

- i) In respect of licensed vehicles,
- ii) To a limit of not less than two million dollars (\$2,000,000) inclusive per occurrence,
- iii) Including bodily injury, death, and damage to property,
- iv) Endorsed to provide "The Corporation of the City of Dryden" with not less than thirty (30) days' notice, in advance, of any cancellation, change or amendment restricting coverage, and
- v) In the following forms: standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by or on behalf of the Supplier, and standard non-owned automobile form policy including standard contractual liability endorsement;

c) Professional Liability Insurance:

- i) To a limit of not less than two million dollars (\$2,000,000) inclusive per claim made, and
- ii) Subject to an annual aggregate of two million dollars (\$2,000,000);

- 2) The Proponent shall ensure that all the foregoing insurance is primary and does not call into contribution any other insurance coverage available to the City.
- 3) If any of the foregoing policies expires during the term of this agreement, the Supplier shall renew or replace them and, within sixty (60) days after such expiry, provide to the City certificates (originals, signed by authorized insurance representatives) of the renewed/replaced insurance.

### **Section 8.02 Workplace Safety and Insurance Act (WSIA)**

- 1) If, at the time the Services are to commence, the Successful Proponent is not subject to the insurance requirements under the WSIA, then it shall, within ten (10) calendar days after the Agreement Date, provide to the City proof of such status. If this status changes, during the term of this agreement, such that the Successful Proponent becomes subject to the insurance requirements under the WSIA, then the Successful Proponent shall provide to the City a current certificate under the WSIA confirming that the Successful Proponent has complied with its obligations under the WSIA:
  - a) Within ten (10) calendar days after such change in status;
  - b) Whenever a certificate has expired and been replaced with a new, current, certificate;  
and
  - c) Whenever requested by the City.
- 2) If, at the time the Services are to commence, the Successful Proponent is subject to the insurance requirements under the WSIA, then it shall provide to the City a current certificate under the WSIA confirming that the Successful Proponent has complied with its obligations under the WSIA:
  - a) Within ten (10) calendar days after the Agreement Date;
  - b) Whenever a certificate has expired and been replaced with a new, current, certificate;  
and
  - c) Whenever requested by the City.

### **Section 8.03 Failure to Provide Insurance or WSIA or to Execute Agreement**

- 1) If the City accepts a Proposal of a Proponent, but the Proponent fails to provide the required proof of insurance or WSIA, or to execute the agreement, if required of this RFP, within 10 calendar days after the City's acceptance of the Proposal, then the City may cancel the award to the Proponent, and the City may engage any other Proponent in contract execution. The Proponent shall be responsible for any costs, losses or damages suffered by the City due to such failure.