

DOWNTOWN



## **Downtown Yonge Business Improvement Area**

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### **REQUEST FOR PROPOSALS (RFP) TRINITY SQUARE PARK REVITALIZATION April 13, 2017**

#### **1.0 BACKGROUND**

The Downtown Yonge Business Improvement Area (DYBIA) is a non-profit corporation created in July 2001 that represents approximately 1,800 commercial businesses and 200 property owners. It is dedicated to improving and promoting the Downtown Yonge area through investment and advocacy to maintain its position as Toronto's premier shopping, business and entertainment destination. This includes projects such as streetscape improvements, a 363 day/year maintenance crew, concentrated marketing efforts and the development of research and information for tracking the performance of the District.

Funding for the Downtown Yonge B.I.A. comes from a supplementary tax levied on all commercial buildings within its boundaries. The area that makes up the Downtown Yonge B.I.A. is centered on Yonge Street, and bound by Grosvenor/Alexander Streets to the north, Bay Street to the west, Richmond Street to the south, and Church and Bond Streets to the east. This geographical area represents a dense mix of retail stores, hospitality and tourism services, professional services and social agencies; our stakeholder base is large and diverse.

In 2014, the DYBIA launched a stakeholder consultation called Yonge Love. The campaign was a creative community consultation that ran for six months and collected different views on the past, present and future of Yonge Street (see [www.yongelove.ca](http://www.yongelove.ca)).

#### **2.0 OVERVIEW**

This project, **Trinity Square Park Revitalization** provides an opportunity to refresh an existing open space in the downtown core. The challenge of the final park design is to reinforce the vision and character of the neighborhood, while embracing all the adjacent properties and existing land uses, bordering the entire site.

#### **2.1 Site Description**

Trinity Square park is located at 19 Trinity Square. The park is bounded by the CF Toronto Eaton Centre (CF TEC), Bell Trinity Square and the Marriott Downtown Eaton Centre Hotel. The park's most prominent feature is the Church of the Holy Trinity. The Henry Scadding House and Holy Trinity Rectory are heritage buildings located in the east portion of the park. The park includes a fountain, clock tower, Toronto Homeless Memorial, seating and a labyrinth path.

The park is accessed primarily via James Street, which extends north from Queen Street between the CF TEC and Old City Hall. The park can also be accessed by walkways from Bay Street, Dundas Street and CF TEC.

The parks orientation provides good sun exposure for most of the day and is used by various groups of people such as: office workers, church patrons, children, tourists and shoppers.

### **3.0 PARK DESIGN REQUIREMENTS**

The park is to be accessible to all members of the public and individuals with disabilities. Pedestrian connections to adjacent streets, walkways are important circulation elements that will need to be enhanced to promote use.

The design is also required to maintain vehicle access to the Church of the Holy Trinity for servicing and its patrons. The church holds regular service and many of the patrons require pick up and drop off services. The church also has limited parking spaces that need to be maintained in the design.

The design should also incorporate and highlight The Toronto Homeless Memorial.

The design should identify ways to minimize ambient noises, while providing elements that do not add additional sounds that disturb adjacent properties.

The design needs to maintain the parks unique character that has the capacity to provide everything from quiet reflective space to light active uses.

#### **3.1 Objectives & Tasks**

- To become familiar with the adjacent building uses/users, changing neighborhood character and the social services the Church of the Holy Trinity provides.
- To review all available reports for the site and make written recommendations for additional reports to be prepared. This can include topographic survey, environmental and underground services.
- To prepare three (3) preliminary design concept options for presentation review with City Staff, the local Councillor and stakeholders group. The preliminary design would be revised as necessary to result in one (1) preferred design concept. The preliminary designs will include and not be limited to the following amenities:
  - Unique surface treatments
  - Water feature
  - Lighting to highlight the churches architectural features
  - Distinctive landscaping
  - Utility servicing, water and power access
  - Public bathroom facilities
  - Storm water management/drainage
  - Lighting to promote safety
  - High quality park amenities i.e. seating, waste bins
  - Passive open space, possible active space
  - Elements of play for children

- Highlight the Toronto Homeless Memorial
- Gateway entry features, seating and fencing
- To prepare a minimum of two (2) rendered presentation panels 24" X 30" based on the preferred concept following review that conveys the design intent thoroughly. This would be presented at two (2) public meeting/open house.
- To revise the preferred design concept based off the public review, identifying this as the final design.
- To prepare and develop a final design into a comprehensive tender package including the preparation of working drawings, details and specifications and all other contract documents necessary to tender the park development.
- To assist with the review of all bids received and to make written recommendations of a selected contractor.
- To provide a full range of contract administration and site supervision services as required, delivering the project through to completion. The anticipated construction is from early spring 2018 to spring 2019.
- To attend and participate in approximately two (2) community and four (4) client meetings to present and develop design concepts, detailed design and construction details as required. In addition, one (1) pre-tender meeting and one (1) pre-construction meeting are required.

### 3.2 Design and Construction Schedule

Construction is expected to start in early spring 2018 and be completed by spring 2019. The goal is to expedite this project cost effectively, with minimal disruption to the community.

### 4.0 ADDITIONAL CONSIDERATIONS

In considering the Proposals, DYBIA will be looking for evidence and examples that consultants can demonstrate:

- A **dedication to city-building** in previous work experience
- A keen understanding of the DYBIA **neighborhood and public realm**
- An ability to **knit together** the results of the Yonge Love campaign
- A proven record of **execution and delivery**
- A **track record** of working closely with a business association, BIA, or similar community and its partners

**Note:** Where individual, firms, or teams have the person proposed to be principally responsible for the project. Preference is that the individuals be a full member in good standing of the **Ontario Association of Landscape Architects**. Teams comprised of various disciplines are welcome and encouraged.

### 5.0 PROPOSAL CHECKLIST

Respondents are requested to include the following components in their submissions.

1. A clear **outline** of the approach to projects.
2. Detailed **timelines and budget** for the project.

3. Any response to the **Additional Considerations** listed in Section 4.0.
4. Outlines of the firm's **experience on similar projects** and **dealing with BIAs** or other associations.
5. A company **prospectus**.
6. **Identification of team leader(s)** who will oversee this project – including their *Curriculum Vitae*.

## 6.0 SUBMISSION OF PROPOSALS AND CONTACT INFORMATION

Proposals must be received in the Downtown Yonge office no later than 4:00pm on Friday, April 28, 2017.

**Please submit one (1) electronic copy of your proposal to:**

**Attention: Steven Ziegler, Development & Construction Facilitator**  
[sziegler@downtownyonge.com](mailto:sziegler@downtownyonge.com)

Please note that Proposals will not be considered unless:

- Received by the date and time specified; and
- Received at the address specified.

## 7.0 EVALUATION PROCESS

The evaluation of the Proposals will be based on clarity and detail of the foregoing criteria. Please note that the BIA reserves the right to schedule presentations or interviews during the evaluation process, and may also request clarification where necessary.

<b>RFP provided</b>	<b>April 13, 2017</b>
<b>Questions on RFP due to DYBIA</b>	<b>April 25, 2017</b>
<b>Responses to questions</b>	<b>April 26, 2017</b>
<b>RFP Submission Deadline</b>	<b>April 28, 2017</b>
<b>Decision finalized by DYBIA</b>	<b>May 5, 2017</b>

## 8.0 RFP RULES, TERMS AND CONDITIONS

### 8.1 Responsibilities of the Service-Provider (Proponent)

It is the Proponent's responsibility to become familiar with, and comply with, the BIA's purchasing policies, if applicable.

### 8.2 Confidentiality

Confidentiality of records and information relating to this work must be maintained at all times.

All correspondence, documentation and information provided by the BIA to any Proponent in connection with, or arising out of this RFP, or the acceptance of any Proposal:

- Remains the property of the BIA;
- Must be treated as confidential; and
- Must not be used for any purpose other than replying to this RFP and for the fulfillment of any related subsequent contract.

All correspondence, documentation and information provided to staff of the BIA by any Proponent in connection with, or arising out of, this RFP and the submission of any Proposal will become the property of the BIA.

Any information in the Proposal material which is not specifically identified as confidential will be treated as public information.

All correspondence, documentation and information provided to the Evaluation Team may be reproduced for the purposes of evaluating the Proponent's submission to this RFP.

Confidential Property is used in this RFP to include all data, documentation, and other information and part thereof, including, without limitation, that relating to the BIA's business plans, business organization and systems, suppliers or members including their names, addresses and preferences, financial structure, financial information, employees, employee relationships, employee lists and data and other information relating to the foregoing. Notwithstanding the above, any information or property that, at the time of the successful Proponent starting the work, was public information or subsequently has been disclosed in the media or otherwise shall not be considered Confidential Property.

The successful Proponent agrees with the BIA that during the period of his/her engagement the Confidential Property and each and every part shall be deemed to be Confidential Property and constitute valuable trade secrets of the BIA.

The Confidential Property is and shall be deemed to be owned solely by, and constitute valuable trade secrets of, the BIA and the right to maintain Confidential Property constitutes an exclusive proprietary right of the BIA, which they are entitled to protect. The successful Proponent does not and shall be deemed not to have any right to, or proprietary interest in, such Confidential Property.

In addition, the successful Proponent covenants and agrees:

- To at all times treat all and every part of the Confidential Property as strictly confidential whether or not it is so marked or otherwise expressed on its face;
- To not copy, in whole or in part, the Confidential Property; and
- To not disclose or transfer to any third party or parties the Confidential Property without the prior written consent of the BIA.

Upon the completion of the project, the successful Proponent will return any Confidential Property received by him/her to the BIA.

The successful Proponent agrees that all covenants, provisions and restrictions contained in this document are reasonable and valid and hereby waives all defence to the strict enforcement thereof.

### **8.3 Conflict of Interest Statement**

In its Proposal the Proponent must disclose to the BIA any potential conflict of interest that might compromise the performance of the work. If such a conflict of interest does exist, the BIA may, at its discretion, refuse to consider the Proposal.

The Proponent must also disclose whether it is aware of any BIA employee, BIA board member, or BIA committee member having a financial interest in the Proponent, and the nature of that interest. If such an interest exists or arises during the evaluation process, or the negotiation of the Agreement, the BIA 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 BIA's sole satisfaction.

If, during the Proposal 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 so inform the BIA. If the BIA requests, then the Proponent will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest concerned.

Proponents are cautioned that the acceptance of their Proposal may preclude them from participating as a Proponent in subsequent projects where a conflict of interest may arise. The consultant(s) for this project may participate in subsequent/other BIA projects provided the consultant(s) has (have) satisfied prequalification requirements of the BIA, if any, and in the opinion of the BIA, no conflict of interest would adversely affect the performance and successful completion of an Agreement by the consultant(s).

### **8.4 Non-Collusion**

A Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or their agent or representative about the preparation of the Proposals. Each Proponent shall attest that its participation in the RFP process is conducted without any collusion or fraud. If the BIA discovers there has been a breach of this requirement at any time, the BIA reserves the right to disqualify the Proposal or terminate any ensuing Agreement.

### **8.5 BIA's Right to Reject**

The BIA, at its discretion may: select any one Proposal; select part of one or a combination of more than one Proposal; or reject any or all or part of any or all Proposals. The BIA is not obligated to select the Proposal with the lowest price. The BIA reserves the right to negotiate with any or all proponents. Subject to the other provisions of the RFP, the criteria specified are the sole criteria, which will be used for the evaluation of the Proposals.

### **8.6 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 BIA in writing. Proponents who have withdrawn a Proposal may submit a new Proposal, which must be received

by the BIA, under the same terms as outlined above. After the closing date and time, the Proposal is binding on the Proponent. If the BIA requires clarification of a Proponent's Proposal, that Proponent will provide a written response for clarification which shall then form part of the Proponent's Proposal.

### **8.7 Communication**

Proponents are requested to identify one senior individual by name, address and telephone number who will act as the Proponent's contact with the BIA with regard to this project. It is the responsibility of the Proponent to understand all aspects of the RFP and to obtain clarification if necessary before submitting their Proposal.

### **8.8 Addendum**

An addendum, should one be necessary, will be issued to all companies that were issued the RFP, or in the case of a mandatory site meeting those companies that registered at the mandatory meeting. Only answers to issues of substance will be sent out to all bidders. The BIA reserves the right to revise this RFP up to the Proposal submission date.

Any revisions shall be included in an addendum to the RFP distributed to all Proponents. When an addendum is issued the date for submitting Proposals may be changed by the BIA if, in its opinion, more time is necessary to enable Proponents to revise their Proposals. The addendum shall state any changes to the Proposal submission date. All Proponents must acknowledge receipt of RFP documents and all addenda in their Proposals.

### **8.9 Period of Validity of Proposals and Agreement**

Proposals submitted shall be irrevocable and binding on Proponents from the date of the Proposal submission to the date the successful Proposal is selected by the Evaluation Team and/or the chief administrative officer or his designate, and the successful Proponent executes a service Agreement with the BIA.

### **8.10 No Assignment**

The successful Proponent shall not assign any part of the project which may be awarded to it under the Agreement without the prior written consent of the BIA, which consent shall not be unreasonably withheld. However, such written consent shall not under any circumstances relieve the successful Proponent of its liabilities and obligations under this RFP and any Agreement negotiated.

### **8.11 Failure or Default of Proponent**

If the Proponent, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of the RFP, the BIA may disqualify the Proponent from the RFP and/or from competing for future tenders or RFPs issued by the BIA. In addition, the BIA may at its option:

- Consider that the Proponent has withdrawn any offer made, or abandoned the Agreement if the offer has been accepted, whereupon the acceptance, if any, of the BIA shall be null and void; or
- Require the Proponent to pay the BIA the difference between its Proposal and any other Proposal which the BIA accepts, if the latter is for a greater amount and, in addition, to pay the BIA any cost which the BIA may incur by reason of the Proponent's failure or default. Further, the Proponent will indemnify and save harmless the BIA, its officers, employees and agents from all loss, damage, liability, cost, charge and expense whatever which it, they or any of them may suffer, incur or be put to by reason of such default or failure of the Proponent.

### **8.12 Resource Commitments**

The Proponent must make available appropriately-skilled workers, consultants or sub-contractors and must be able to provide the necessary materials, tools, machinery and supplies to carry out the project. These resources must be available on a dedicated basis, as required, to execute the project with due care, skill and efficiency.

### **8.13 Waiver of Rights in Proposal and Indemnity**

Each Proponent acknowledges and agrees that the BIA is likely to receive, and be required to deal with, several Proposals, all of which may contain or disclose information considered by their Proponents to be of a special, unique, secret, or proprietary nature, and that such information and the manner in which the BIA may use it may be entitled or subject to protection under any of Canada's intellectual property laws, the Competition Act, or the common law relating to unfair competition.

The BIA cannot accept any Proposal that is subject to a reservation by the Proponent of any such rights, and each Proponent, by virtue of filing a Proposal pursuant to this RFP expressly waives any and all protection to which the Proponent might otherwise be entitled in respect of that Proposal under all of the foregoing laws. The Proponent expressly releases the BIA, its staff and consultants, if any, as well as the successful Proponent(s) from any claims, actions, suits and proceedings whatsoever for the infringement of any intellectual property right for the use of any secret or proprietary information disclosed to the BIA in that Proposal.

Each Proponent shall indemnify and save harmless the BIA, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the BIA brought by any person in respect of the infringement of any patent, copyright, trademark, or industrial design or the use or misuse in connection with their Proposal.

### **8.14 Insurance**

The BIA may require insurance from the successful Proponent in amounts, and with terms satisfactory to, the BIA including liability and professional liability coverage at minimum.

### **8.15 Indemnity**

The successful Proponent will be required to indemnify the BIA for any loss, costs, claims or damages arising from the award of this contract.