Request for Proposal

for

Detailed Landscape Architectural Design and Construction Administration for the Construction of a New Niagara Region Civic Park (International Plaza)

Request for Proposal No.: 2018-RFP-12

Issued: Thursday March 29, 2018

Submission Deadline: 2:00 pm on Thursday April 19, 2018

Submission Location: THE PURCHASING OFFICE
The Regional Municipality of Niagara
Campbell West Building
1815 Sir Isaac Brock Way
Thorold, Ontario, L2V 4T7
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Part 1 – Invitation and Submission Instructions

1.1 Invitation to Proponents

This Request for Proposal ("RFP") is an invitation by The Regional Municipality of Niagara ("Niagara Region") to prospective proponents to submit proposals for the provision of **Detailed Landscape Architectural Design and Construction Administration for the Construction of a New Niagara Region Civic Park (International Plaza)\(^1\)**, as further described in Appendix D – RFP Particulars (the “Deliverables”).

**Introduction**

The purpose of this RFP is to seek a qualified landscape architectural firm, in good standing, to provide landscape architectural design services to prepare the detailed design, to provide contract drawings and specifications for issuance of tender, and to provide contract administration including inspection services for the construction of the New Niagara Regional Headquarters Civic Park.

The creation of a Civic Park (International Plaza) on the front lawn area of Niagara Regional Headquarters implements the Council endorsed **Brock District Plan** (September 2016 Appendix G – Previous Work Related to the Civic Park).

The design of a Civic Park was explored as part of a wider study of Regional Headquarters and which resulted with the Council endorsed the Niagara **Regional Headquarters Campus Master Plan ‘International Plaza’** (October 2017 Appendix H – Previous Work Related to the Civic Park).

The intent of the Civic Park is to transform the underutilized front lawn area in front of Niagara Region Headquarters into a usable, inclusive and safe, multi-purpose gathering space. As an attractive and welcoming people oriented space in the heart of the Brock District, the Civic Park is expected to take on a catalytic and leading role in transformation of the surrounding District. The space would be used for the enjoyment of people living, learning, and working within Brock District and to a wide variety of year round functions from passive use such as markets and fairs, concerts, movie showings, and formal celebrations. The Civic Park is also envisioned as an ‘International Plaza’ where everyone is welcome.

This established 12 key elements that will guide the transformation of Niagara Region’s lands through 4 phases of construction. Phases 1 and 2 deal directly with the completion of the Civic Park and comprise 5 of the key elements including the Front Lawn, International Plaza, Courtyard, Gardens of the Municipalities, and Orchard Plaza.

With the master plan complete an **Indicative Design** (Appendix I – Previous Work Related to the Civic Park) of the Civic Park was developed to illustrate a potential design that is appropriate given the Council approved budgets. The Indicative Design is also intended to provide an appropriate setting off point for a final for construction design.

A budget of $1.159 million for phase 1 was Council approved in 2016. And, a budget of $1.3 million was Council approved in 2017 for a combined for construction sum of $2.359 million (minus the consulting costs of this RFP).

\(^1\) Part 1 – Invitation and Submission Instructions

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

The total upset limit for this project is $150,000.00, inclusive of disbursements, sub-consulting fees, and exclusive of HST.

Please refer to Appendix D – RFP Particulars for a detailed description of the Deliverables, material disclosures and mandatory requirements.

Please refer to Appendix E – Conditions of Award for requirements that the proponent must satisfy if selected to enter into a contract for the Deliverables.

1.2 Niagara Region’s Procurement Bylaw

Niagara Region’s procurement processes are governed by its Procurement By-Law No. 02-2016 (http://www.niagararegion.ca/government/bylaws/pdf/2016/Procurement-By-law-02-2016.pdf) (“Niagara Region’s By-law”). It is the proponent’s responsibility to become familiar with and comply with Niagara Region’s By-law.

If the terms of the RFP are more restrictive than the terms of Niagara Region’s By-law, the terms of the RFP will prevail.

1.3 Niagara Region Contact

For the purposes of this procurement process, the “Niagara Region Contact” shall be:

Dana Greves, Purchasing Agent,
Procurement & Strategic Acqs, Enterprise Resource Management Services
Niagara Region, 1815 Sir Isaac Brock Way, PO.Box 1042, Thorold, ON L2V4T7
Phone: 905-980-6000 ext 3497 Toll-free: 1-800-263-7215
Email: dana.greves@niagararegion.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of Niagara Region, other than the Niagara Region Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

1.4 Accommodations for Proponents with Disabilities

Niagara Region is committed to providing equal treatment to people with disabilities with respect to the use and benefit of municipal services, programs and goods in a manner that respects their dignity and that is equitable in relation to the broader public. In accordance with the Ontario Human Rights Code, Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA), the Niagara Region will accommodate for a disability, ensuring full and equitable participation throughout the RFP process.

If a proponent requires this RFP in a different format to accommodate a disability, the proponent must contact the Niagara Region Contact as soon as possible and in any event prior to the Submission Deadline. The RFP in the different format will be issued only to the requesting
PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

proponent and all addenda will be issued in such different format only to the requesting proponent.

1.5 Contract for Deliverables

The selected proponent will be required to enter into a contract with Niagara Region for the provision of the Deliverables based on the Contract Terms and Conditions set out in Appendix A to the RFP (the “Contract”). It is Niagara Region’s intention to enter into the Contract with only one (1) legal entity. The term of the Contract for is estimated to be for a period of eight (8) months, from May 2018 up to November 30, 2018.

1.6 RFP Timetable

<table>
<thead>
<tr>
<th>Item</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date of RFP</td>
<td>Thursday March 29 2018</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>Noon on Thursday April 12, 2018</td>
</tr>
<tr>
<td>Deadline for Issuing Addenda</td>
<td>Friday April 13, 2018</td>
</tr>
<tr>
<td>Submission Deadline</td>
<td>2:00 pm on Thursday April 19, 2018</td>
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<tr>
<td>Public Opening</td>
<td>2:15 pm on, Thursday April 19, 2018</td>
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<tr>
<td>Niagara Region Headquarters,</td>
<td></td>
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<tr>
<td>Campbell West,</td>
<td></td>
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<tr>
<td>1815 Sir Isaac Brock Way,</td>
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<tr>
<td>Thorold, ON L2V 4T7</td>
<td></td>
</tr>
<tr>
<td>Anticipated Date for Entering into Contract</td>
<td>May 2018</td>
</tr>
</tbody>
</table>

The RFP timetable is tentative only, and may be changed by Niagara Region at any time.

1.7 Proponent Meeting

Not Applicable

1.8 Proposal Submission

1.8.1 Proposals Must Be Submitted to Prescribed Location

Proposals must be submitted at:

THE PURCHASING OFFICE
The Regional Municipality of Niagara
Campbell West Building
1815 Sir Isaac Brock Way
Thorold, Ontario, L2V 4T7
PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.8.2 Proposals Must Be Submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected. Onus and responsibility rests solely with the proponent to deliver its proposal to the exact location (including floor, if applicable) indicated in the RFP on or before the Submission Deadline. Niagara Region does not accept any responsibility for submissions delivered to any other location by the proponent or its delivery agents. Proponents are advised to make submissions well before the deadline. Proponents making submissions near the deadline do so at their own risk.

In the event of any question regarding the timely receipt of any submission, the time on the clock designated by the Manager of Purchasing Services will absolutely prevail over any other timepiece regardless of any discrepancies between the time on the Manager of Purchasing Services’ designated clock and actual time.

1.8.3 Proposals Must Be Submitted in Prescribed Format

Proponents must submit four (4) hard copies of their proposal enclosed in a sealed package that is prominently marked with the RFP title and number (see RFP cover page) and the full legal name and return address of the proponent. One (1) hard copy shall be labelled “Master”.

The hard copies of the Pricing Form (Appendix C) and any other information in respect of pricing must be separated from the rest of the proposal and enclosed in a separate envelope marked “Pricing Envelope”. The separate Pricing Envelope must be packaged in the sealed envelope or box with the rest of the proposal.

Proponents must also include in the sealed package one (1) electronic copy of their proposal saved on a USB key. If there is a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail.

1.8.4 Proposal Submission Content

Proponents must include all forms and other documents or information listed under Section C – Mandatory Requirements in Appendix D – RFP Particulars. Other than inserting the information requested, a proponent may not make any changes to any of the required forms included in this RFP. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, may be disqualified. Irregularities in proposal submissions will be addressed in accordance with Appendix F – Bid Irregularities.

Proposals should also include the suggested proposal content for evaluation described in Section D of Appendix D – RFP Particulars. Failure to provide the requested information will negatively affect the scoring of the proposal in the evaluation process.

Proposal to undertake this assignment shall include the Deliverables listed hereunder, but also include other considerations based on the proponent’s understanding of the project.
PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

To permit the proposal to be evaluated fully the proposal shall be tabbed in the following order. The font size is to be a minimum 12:

<table>
<thead>
<tr>
<th>TAB 1</th>
<th>Title Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>TAB 2</td>
<td>Form of Proposal</td>
</tr>
<tr>
<td>TAB 3</td>
<td>Table of Contents</td>
</tr>
<tr>
<td>TAB 4</td>
<td>Qualifications and Experience in similar projects (45%)</td>
</tr>
<tr>
<td></td>
<td>1. Identify all key individuals and their positions</td>
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<tr>
<td></td>
<td>2. Project Team</td>
</tr>
<tr>
<td></td>
<td>a. Arborist</td>
</tr>
<tr>
<td></td>
<td>b. Civil Engineering and stormwater management</td>
</tr>
<tr>
<td></td>
<td>c. Electrical engineer</td>
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<td></td>
<td>d. Lighting designer/engineer</td>
</tr>
<tr>
<td></td>
<td>e. Irrigation Specialist.</td>
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<td></td>
<td>3. Demonstrate qualifications and expertise of key individuals</td>
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<td></td>
<td>4. Provide resumes of all key individuals</td>
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<tr>
<td></td>
<td>5. Provide examples of similar constructed civic spaces such as public squares and/or urban public parks projects. Projects must be within the last 6 years and include features such as decorative paving, landscape walls, landscape columns, lighting, a variety of planting, and for events. Include ample descriptions, photos, illustrative drawings, and project details including schedule, construction cost. Submit at least two (2) examples.</td>
</tr>
<tr>
<td>TAB 5</td>
<td>Project Understanding and Approach (30%)</td>
</tr>
<tr>
<td></td>
<td>6. Demonstrate understanding of project and deliverables</td>
</tr>
<tr>
<td></td>
<td>7. Provide project Schedule</td>
</tr>
<tr>
<td></td>
<td>8. Describe work plan and methodology</td>
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<tr>
<td></td>
<td>9. Address key projects elements/challenges</td>
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<td></td>
<td>10. Identify Stakeholder engagement; Describe level of effort and resources required by Stakeholders</td>
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<tr>
<td></td>
<td>11. Identify the value and innovation you can bring to project</td>
</tr>
<tr>
<td>TAB 6</td>
<td>Project Delivery (10%)</td>
</tr>
<tr>
<td></td>
<td>12. Identify capabilities and approach to ensure effective project delivery</td>
</tr>
<tr>
<td></td>
<td>13. Confirm ability to meet tight timeline, Schedule development and control - Submit a Detailed Work Schedule based upon elapsed time in weeks and the calendar year which includes timing (estimated schedule of study tasks and target start-up and completion dates through the submission of a Work Plan), person hours (WITHOUT Cost Per Task), and a tentative completion date for each plan deliverable (including dates for draft submission, staff review time, and final submission) in the Technical Envelope that meets the project timelines</td>
</tr>
<tr>
<td></td>
<td>14. Outline methods of budget control</td>
</tr>
<tr>
<td></td>
<td>15. Describe resource allocation and control; identify capabilities and approach to ensure effective project delivery</td>
</tr>
<tr>
<td></td>
<td>16. Detail methods for quality control of service</td>
</tr>
</tbody>
</table>
PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.8.5 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

1.8.6 Withdrawal of Proposals

Proponents may withdraw their proposals prior to the Submission Deadline. To withdraw a proposal, a notice of withdrawal must be sent to the Niagara Region Contact and must be signed by an authorized representative of the proponent. Withdrawn proposals will be returned unopened to the proponent.

1.8.7 Proposals Irrevocable after Submission Deadline

Proposals shall be irrevocable for a period of 90 days running from the moment that the Submission Deadline passes.

[End of Part 1]
Part 2 – Evaluation and Ranking

2.1 Stages of Proposal Evaluation

Niagara Region will conduct the evaluation and ranking process in accordance with the stages set out below.

2.2 Stage I – Mandatory Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals that do not comply with all of the mandatory requirements as of the Submission Deadline will, subject to the express and implied rights of Niagara Region, be disqualified and not evaluated further. The mandatory requirements are listed and described in Section C of Appendix D – RFP Particulars.

2.3 Stage II – Rated Criteria

In Stage II, Niagara Region will evaluate each compliant proposal on the basis of the rated criteria set out in Section D of Appendix D – RFP Particulars.

2.4 Stage III - Pricing

After completion of Stage II, Niagara Region will evaluate the submitted pricing in each qualified proposal in accordance with the evaluation and ranking method described in Section E of Appendix D – RFP Particulars.

2.5 Stage IV - Ranking and Selection of Top-Ranked Proponent

After the completion of Stage III, proponents will be ranked in accordance with the evaluation and ranking method described in Section E of Appendix D – RFP Particulars. Subject to the reserved rights of Niagara Region, the top-ranked proponent with the highest score will be selected to enter into the Contract in accordance with Part 3.

[End of Part 2]
Part 3 – Terms and Conditions of the RFP Process

3.1 General Information and Instructions

3.1.1 RFP Incorporated into Proposal

All of the provisions of this RFP are deemed to be accepted by each proponent and incorporated into each proponent’s proposal. A proponent who submits conditions, options, variations or contingent statements to the terms as set out in this RFP, including the terms of the Contract in Appendix A, either as part of its proposal or after receiving notice of selection, may be disqualified. If a proponent is not disqualified despite such changes or qualifications, the provisions of this RFP, including the terms of the Contract set out in Appendix A, will prevail over any such changes or qualifications in the proposal.

3.1.2 Proponents to Follow Instructions and Submit Only Requested Information

Proponents should structure their proposals in accordance with the instructions in this RFP. Information must be provided in the form requested. Niagara Region will not consider any supplementary information or documents that proponents have not been requested to submit.

3.1.3 Proposals in English

All proposals are to be in English only.

3.1.4 Information in RFP Only an Estimate

Niagara Region and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent’s responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.5 Examination of Site

Not applicable.

Proponents are required to satisfy themselves as to existing conditions of the site and must take all site conditions into account in preparing their proposals.

3.1.6 Proponents Shall Bear Their Own Costs

The proponent shall bear all costs associated with or incurred in the preparation and submission of its proposal.

3.1.7 Proposal to Be Retained by Niagara Region

Except as otherwise provided in this RFP, Niagara Region is under no obligation to return the proposal or any accompanying documentation submitted by a proponent.
3.1.8 Trade Agreements

Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement are subject to that trade agreement, but the rights and obligations of the parties shall be governed by the specific terms of this RFP.

3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract

Niagara Region makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Contract will not be an exclusive contract for the provision of the described Deliverables. Niagara Region may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising this RFP, and

(a) shall report any errors, omissions or ambiguities; and
(b) may direct questions or seek additional information

to the Niagara Region Contact on or before the Deadline for Questions. All communications must be made in writing by email and shall be deemed to be received once the email has entered into the Niagara Region Contact’s email inbox. No such communications are to be directed to anyone other than the Niagara Region Contact, and Niagara Region shall not be responsible for any information provided by or obtained from any source other than the Niagara Region Contact. Niagara Region is under no obligation to provide additional information, but may do so in its sole and absolute discretion. It is the responsibility of the proponent to seek clarification from the Niagara Region Contact on any matter it considers to be unclear. Niagara Region shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by an addendum in accordance with this section. If Niagara Region, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addenda issued in the same manner that this RFP was originally issued. Each addendum forms an integral part of this RFP. Such addenda may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by Niagara Region. In the Form of Proposal (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If Niagara Region determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, Niagara Region may extend the Submission Deadline for a reasonable period of time.
3.2.4 Verify, Clarify and Supplement

When evaluating proposals, Niagara Region may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent’s proposal. The response received by Niagara Region shall, if accepted by Niagara Region, form an integral part of that proponent’s proposal.

3.3 Finalization of Contract, Notification and Debriefing

3.3.1 Selection of Proponent and Finalization of Contract

Notice of selection by Niagara Region to the selected proponent shall be in writing. The selected proponent shall enter into the Contract in the form attached as Appendix A to this RFP and satisfy any other applicable conditions, as set out in Appendix E – Conditions of Award of this RFP, within fourteen (14) days of notice of selection. This provision is solely for the benefit of Niagara Region and may be waived by Niagara Region in its sole and absolute discretion.

3.3.2 Failure to Enter into Contract

In addition to all other remedies available to Niagara Region, if a selected proponent fails to enter into the Contract or satisfy any other applicable conditions, as set out in Appendix E – Conditions of Award of this RFP, within fourteen (14) days of notice of selection, Niagara Region may, in its sole and absolute discretion and without incurring any liability, withdraw the selection of that proponent and either proceed with the selection of another proponent or cancel the RFP process.

3.3.3 Notification to Other Proponents

Once the Contract is entered into by Niagara Region and a proponent, the other proponents may be notified directly in writing and shall be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process.

3.3.4 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the Niagara Region Contact and must be made within thirty (30) days of such notification. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.3.5 Proposal Dispute Resolution Procedure

If a proponent wishes to challenge the RFP process, the proponent must submit a written objection providing sufficient detail regarding their complaint (a “Substantive Objection”) to the Director of Procurement and Strategic Acquisitions within 7 days from notification of the outcome of the RFP process. Niagara Region will respond to a Substantive Objection in accordance with the following steps:
PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

a) The Director of Procurement and Strategic Acquisitions will arrange a debriefing with the proponent to explain the RFP process that led to the selection of the successful proponent.

b) The Director of Procurement and Strategic Acquisitions will investigate the complaint and will make a recommendation to the Commissioner of Corporate Services/Treasurer, CAO or Council, as appropriate.

c) Should the proponent continue to have concerns about the RFP process and is not satisfied with the decision, the proponent may then request, in writing to the Commissioner of Corporate Services/Treasurer, a mediator, to assist in resolving any outstanding issues between the proponent and Niagara Region.

d) The recommended mediator will be approved by both the proponent and Niagara Region.

e) The mediator shall make his/her best efforts to assist the parties to reach a mutually acceptable solution.

f) Costs for the mediator shall be equally shared by Niagara Region and the proponent.

g) Any resolution reached through the mediation process shall remain confidential if requested by either of the parties.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

Niagara Region may disqualify a proponent for any conduct, situation or circumstances, determined by Niagara Region, in its sole and absolute discretion, to constitute a Conflict of Interest.

For the purposes of this RFP, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

(a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of Niagara Region in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or

(b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.
PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

For the purposes of section (a) (i) above, proponents should specifically consider whether there were any individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; AND (b) were employees of Niagara Region within twelve (12) months prior to the Submission Deadline.

In addition to any other situation that may constitute a conflict of interest, suppliers will not be permitted to submit a proposal if the supplier participated in the preparation of the RFP, and any such proposal submitted will be disqualified.

3.4.2 Disqualification for Prohibited Conduct

Niagara Region may disqualify a proponent or terminate the Contract if, in the sole and absolute determination of Niagara Region, the proponent has engaged in any conduct prohibited by this RFP or Niagara Region’s By-law.

3.4.3 Prohibited Proponent Communications

A proponent shall not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Form of Proposal (Appendix B).

3.4.4 Proponent Not to Communicate with Media

A proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any Contract entered into pursuant to this RFP without first obtaining the written permission of the Niagara Region Contact.

3.4.5 No Lobbying

A proponent, including any agent or representative of a proponent, may not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to advocate for any interest that may be affected by the RFP process or to influence the outcome of the RFP process.

In accordance with Niagara Region’s Procurement By-law:

(a) “Lobbying” means the advocacy of an interest that is affected, actually or potentially by the procurement process or individuals involved in the procurement process including seeking to influence the outcome of the procurement process or subsequent award of a contract.

(b) Proponents, their staff members, or anyone involved in preparing a proposal, shall not engage in any form of political or other lobbying whatsoever or seek to influence the outcome of the procurement process or subsequent award. This restriction extends to all of Niagara Region’s staff and anyone involved in preparing the RFP or participating in the proposal evaluation process, and members of Council.

(c) Niagara Region may reject any proposal by a proponent that engages in lobbying, without further consideration, and may terminate that proponent’s right to continue in the procurement process.
PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

(d) During a procurement process, all communications shall be made through the Niagara Region Contact. No proponent or person acting on behalf of a proponent or group of proponents, shall contact any elected official, consultant or any employee of Niagara Region to attempt to seek information or to influence the outcome of the procurement process.

(e) Elected officials shall refer any inquiries about a procurement process to Niagara Region’s Commissioner of Corporate Services/Treasurer.

3.4.6 Illegal or Unethical Conduct

Proponents shall not engage in any illegal business practices, including activities such as proposal-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications, offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of Niagara Region, deceitfulness, submitting proposals containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.7 Past Performance or Past Conduct

Niagara Region may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process. Such inappropriate conduct shall include but not be limited to the following: (a) illegal or unethical conduct as described above; (b) the refusal of the supplier to honour its pricing or other commitments made in its proposal; (c) failure to disclose a conflict of interest or (d) any other conduct, situation or circumstance described in Niagara Region’s By-law.

3.5 Confidential Information

3.5.1 Confidential Information of Niagara Region

All information provided by or obtained from Niagara Region in any form in connection with this RFP either before or after the issuance of this RFP

(a) is the sole property of Niagara Region and must be treated as confidential;
(b) is not to be used for any purpose other than replying to this RFP and the performance of the Contract;
(c) must not be disclosed without prior written authorization from Niagara Region; and
(d) shall be returned by the proponents to Niagara Region immediately upon the request of Niagara Region.

3.5.2 Confidential Information of Proponent

Proponents are advised that the disclosure of information received in proposals or otherwise relevant to the RFP process will be in accordance with the provisions of all relevant access to information and privacy legislation including primarily the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended (“MFIPPA”). Proponents should identify any confidential information in their proposals. Niagara Region will make reasonable
efforts to maintain the confidentiality of such information, subject to its disclosure requirements under *MFIPPA* or any disclosure requirements imposed by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by Niagara Region to advise or assist with the RFP process. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the Niagara Region Contact.

### 3.6 Reserved Rights, Limitation of Liability and Governing Law

#### 3.6.1 Reserved Rights of Niagara Region

Niagara Region reserves the right to

(a) make public the names of any or all proponents;

(b) request written clarification or the submission of supplementary written information in relation to the clarification request from any proponent and incorporate a proponent’s response to that request for clarification into the proponent’s proposal;

(c) assess a proponent’s proposal on the basis of

(i) a financial analysis determining the actual cost of the proposal when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);

(ii) information provided by references;

(iii) the proponent’s past performance under previous contracts with Niagara Region;

(iv) the information provided by a proponent pursuant to Niagara Region exercising its clarification rights under this RFP process; or

(v) other relevant information that arises during this RFP process;

(d) waive formalities and accept proposals that substantially comply with the requirements of this RFP;

(e) verify with any proponent or with a third party any information set out in a proposal;

(f) check references other than those provided by any proponent;

(g) disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;

(h) disqualify any proponent who has engaged in conduct prohibited by this RFP;

(i) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;

(j) select a proponent other than the proponent whose proposal reflects the lowest cost to Niagara Region;
PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

(k) reject any proposal that contains pricing which appears to be unbalanced or unreasonable;

(l) cancel this RFP process at any stage;

(m) cancel this RFP process at any stage and issue a new RFP for deliverables the same as or similar to the Deliverables;

(n) accept any proposal in whole or in part; or

(o) reject any or all proposals;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.6.2 Limitation of Liability

By submitting a proposal, each proponent agrees that

a) neither Niagara Region nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this RFP process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and

b) the proponent waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profits or loss of opportunity by reason of Niagara Region’s decision not to accept the proposal submitted by the proponent, to enter into a contract with any other proponent or to cancel this RFP process, and the proponent shall be deemed to have agreed to waive such right or claim.

3.6.3 Governing Law and Interpretation

The terms and conditions in this Part 3 – Terms and Conditions of RFP Process

a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);

b) are non-exhaustive (and shall not be construed as being intended to limit the pre-existing rights of the parties); and

c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]
Appendix A – Contract Terms and Conditions

The Contract for Deliverables will be the Niagara Region Form of Agreement as follows:
NIAGARA REGION FORM OF AGREEMENT

BETWEEN:

THE REGIONAL MUNICIPALITY OF NIAGARA

(referred to as “Niagara Region”)

AND:

[*INSERT FULL LEGAL NAME OF SUPPLIER*]

(referred to as the “Supplier”)

In consideration of their respective agreements set out herein, the parties covenant and agree as follows:

1. Contract Documents

The contract between the parties in respect of:

[Insert Name of Project or Brief Description of Deliverables – should match the description used as the title of the RFX document]

is comprised of the following documents, which are collectively referred to as the “Contract” and attached hereto:

   (a) this Agreement;
   (b) the Schedule of Deliverables, Rates and Specific Provisions, attached hereto as Schedule 1;
   (c) Form of Agreement Terms and Conditions (https://www.niagararegion.ca/business/terms-conditions/form-of-agreement.aspx), including Article 8 - Indemnity and Insurance, Commercial General Liability Insurance and Automobile Insurance requirements,
   (d) the [*Insert RFx Document Name and #*], including any addenda, (the “Solicitation Document”); and
   (e) all the documentation submitted by the Supplier in response to the Solicitation Document (the “Supplier’s Submission”).

2. Interpretive Value of Contract Documents

Any ambiguity, conflict or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document.
3. Execution

This Agreement may be executed and (i) delivered by facsimile transmission or (ii) scanned and delivered by electronic transmission, and when so executed and delivered, will be deemed an original.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

The Regional Municipality of Niagara

Per: __________________________
Name: __________________________
Title: __________________________
Date of Signature: __________

Per: __________________________
Name: __________________________
Title: __________________________
Date of Signature: __________

I/We have authority to bind the corporation

[**Insert Full Legal Name of Supplier**]

Per: __________________________
Name: __________________________
Title: __________________________
Date of Signature: __________

Per: __________________________
Name: __________________________
Title: __________________________
Date of Signature: __________

I/We have authority to bind the corporation
Schedule 1 to Niagara Region Form of Agreement – Schedule of Deliverables, Rates and Specific Provisions

A. Description of Deliverables

[*Describe the Deliverables. Reference can be made to the Solicitation Document and/or Supplier Submission, as appropriate*]

B. Rates and Disbursements

B.1 Maximum Fee

Notwithstanding anything else in the Contract, the total amount payable by Niagara Region to the Supplier under the Contract shall not exceed [*insert maximum contract amount*] ($xxx).

B.2 Personnel and Rates

The following individuals are responsible for the provision of the Deliverables. The Rates for these individuals are set out below and shall remain fixed during the Term of this Contract:

[*insert personnel and rate information or replace this section with other applicable form of rate breakdown*]

C. Payment Terms

The payment terms for the Contract are as follows: [*insert payment terms (i.e. monthly invoices, full payment upon acceptance, progress payments, etc.)*]

D. Client and Supplier Representatives

The Niagara Region Representative and contact information for the Contract is:

[*insert name and title of Niagara Region’s representative in charge of the contract and contact details, including mailing address and email address*]

The Supplier Representative and contact information for the Contract is:

[*insert name and title of Supplier representative in charge of the contact and contact details, including mailing address and email address*]

E. Term of Contract

The Contract shall take effect on the [*insert date*] (the “Effective Date”) and shall be in effect for a period of [*insert # of years or months] from the Effective Date, with an option in favour of Niagara Region to extend the term for an additional period of [*insert extension period, if applicable, or revise this language as necessary*], unless it is
F. Specific Provisions

F.1 Additional Insurance Requirements

In addition to the Commercial General Liability Insurance and Automobile Insurance requirements specified in the Form of Agreement Terms and Conditions, the Supplier shall purchase and maintain at all times during the term of the Contract the additional insurance coverage listed below:

1) Professional/Errors and Omissions Liability
   a) Errors and Omissions insurance insuring the Supplier in an amount not less than TWO MILLION DOLLARS ($2,000,000) per claim.
   b) The coverage under the Errors and Omissions policy shall be maintained continuously during the term of this Contract and for two (2) years after the termination or expiration of this Contract and shall cover insurable losses arising out of or in association with an error or omission in the rendering of or failure to render the Services. If coverage under the policy is cancelled within the two (2) year period after the termination or expiration of this Contract, the Supplier shall provide Niagara Region with notice within thirty (30) days of cancellation and shall be required to purchase an extended reporting endorsement to confirm that coverage is maintained.

2) Other Insurance
   Any other type (e.g. include under CGL policy - XCU, Asbestos, and/or Electronic Data/Cyber Liability Environmental), form or as otherwise may be required from time to time as identified at any time by either party.

F.2 Construction Lien

Not applicable.

This project will be subject to the Construction Lien Act.

F.3 Contractor Safety Program

The Supplier must comply with Niagara Region's Contractor Safety Program #C3-H17 (http://www.niagararegion.ca/business/tenders/compliance-with-standards.aspx).

Failure to comply with this policy will result in termination of the Supplier.
Appendix B – Form of Proposal

1. Proponent Information

Please fill out the following form, and name one person to be the contact for the RFP process and for any clarifications or communication that might be necessary.

| Full Legal Name of Proponent: |
| Any Other Relevant Name under Which the Proponent Carries on Business: |
| Street Address: |
| City, Province/State: |
| Postal Code: |
| Phone Number: |
| Fax Number: |
| Company Website (If Any): |
| Proponent Contact Person and Title: |
| Proponent Contact Phone: |
| Proponent Contact Facsimile: |
| Proponent Contact E-mail: |

2. Offer
The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting a proposal, the proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Contract Terms and Conditions and offers to provide the Deliverables in accordance therewith at the rates set out in the Pricing Form (Appendix C).

3. Rates
The proponent has submitted its rates in accordance with the instructions in the RFP and in the Pricing Form set out in Appendix C.

4. No Prohibited Conduct
The proponent declares that it has not engaged in any conduct prohibited by this RFP.

5. Conflict of Interest
The proponent has considered the definition of “Conflict of Interest” in Section 3.4 of the RFP and declares that there is no Conflict of Interest relating to the preparation of its proposal, and no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.
APPENDIX B – FORM OF PROPOSAL

6. Disclosure of Information  
The proponent hereby agrees that any information provided in this proposal, even if it is  
identified as being supplied in confidence, may be disclosed where required by law or if  
required by order of a court or tribunal. The proponent hereby consents to the disclosure,  
on a confidential basis, of this proposal by Niagara Region to Niagara Region’s advisers  
retained for the purpose of evaluating or participating in the evaluation of this proposal.

7. Proposal Irrevocable  
The proponent agrees that its Proposal shall be irrevocable for a period of 90 days  
following the Submission Deadline.

8. Enter into Contract  
The proponent agrees that in the event its proposal is selected by Niagara Region, in  
whole or in part, it will enter into the Contract based on the term and conditions set out in  
Appendix A to this RFP in accordance with the terms of this RFP.

9. Addenda  
The proponent is deemed to have read and accepted all addenda issued by Niagara  
Region prior to the Deadline for Issuing Addenda. The onus remains on proponents to  
make any necessary amendments to their proposals based on the addenda. The  
proponent is requested to confirm that it has received all addenda by completing the  
statement below:

The proponent has received addendum/addenda numbers _____ to _____, inclusive, and  
all changes specified therein have been included in the proponent’s pricing.

Proponents who fail to complete this section will be deemed to have received all issued  
addenda.

Signature of Witness  
Name of Witness

Signature of Proponent Representative  
Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent

ORIGINAL SIGNATURES ONLY; NO ELECTRONIC
Appendix C – Pricing Form

1. Instructions on How to Complete Pricing Form

   a) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for Harmonized Sales Tax (HST), which should be itemized separately.

   b) Rates quoted by the proponent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to Niagara Region, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

   c) Proponent shall provide a Detailed Work Schedule WITH COST PER TASK
      • A detailed work schedule WITH COST PER TASK shall be submitted in the Pricing Envelope which corresponds to the detailed work schedule WITHOUT Cost Per Task submitted as part of the Technical Submission.
## 2. Pricing Form

I/We, the undersigned, **having the authority to bind the Company**, certify that I/We have examined the INVITATION AND SUBMISSION INSTRUCTIONS, EVALUATION AND RANKING, TERMS AND CONDITIONS OF THE RFP PROCESS, CONTRACT TERMS AND CONDITIONS, FORM OF PROPOSAL and RFP PARTICULARS, do hereby offer and agree to enter into an agreement with the Regional Municipality of Niagara to provide **Detailed Landscape Architectural Design and Construction Administration for the Construction of a New Niagara Region Civic Park (International Plaza)**, as described herein.

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Appendix D</th>
<th>Deliverables Description</th>
<th>Lump Sum Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Section 5.1</td>
<td>Draft Design Direction</td>
<td>$</td>
</tr>
<tr>
<td>2.</td>
<td>Section 5.2</td>
<td>Finalization of the Design Direction</td>
<td>$</td>
</tr>
<tr>
<td>3.</td>
<td>Section 5.3</td>
<td>Preparation and Delivery of Tender Drawings</td>
<td>$</td>
</tr>
<tr>
<td>4.</td>
<td>Section 5.4</td>
<td>Construction Bid Proposal Review</td>
<td>$</td>
</tr>
<tr>
<td>5.</td>
<td>Section 5.5</td>
<td>Construction Administration Support, Inspection, Payment Certification</td>
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<td></td>
<td></td>
<td><strong>Sub-Total</strong></td>
<td>$</td>
</tr>
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<td></td>
<td></td>
<td><em>(Summary of Item Numbers 1 through 5)</em></td>
<td></td>
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<tr>
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<td></td>
<td><strong>HST</strong></td>
<td>$</td>
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<tr>
<td></td>
<td></td>
<td><strong>Final Total</strong></td>
<td>$</td>
</tr>
</tbody>
</table>

**Company:**

**Signature:**
Appendix D – RFP Particulars

A. The Deliverables

1. Introduction

Niagara Region wishes to retain the services of a proponent with multi-disciplinary support to prepare design development and preparation of contract documents and construction administration services for constructing the Regional Headquarters Civic Park (International Plaza).

The successful proponent will serve as the Prime Consultant (Landscape Architect) and with Sub-Consultant/In-house disciplines (Civil Engineering, Electrical, Mechanical Engineering, Structural Engineering, Irrigation, and others) shall coordinate and collaborate on assembling a complete for construction document set and specifications for the Civic Park.

The Civic Park shall be designed to adhere to the overall budget of $2.359 million (minus the consulting costs of this RFP). The successful proponent will complete the scope of work in this RFP such that construction of the Civic Park can begin no later than October of 2018.

2. Purpose and Intent

The purpose and intent of the Civic Park is to transform the underutilized front lawn area in front of Regional Headquarters into a usable, inclusive and safe, and multi-purpose gathering space. As an attractive and welcoming people oriented space in the heart of the Brock District, the Civic Park is expected to be a catalysts for transforming the surrounding district. The space would be used for enjoyment of people living, learning, and working within the district. The space would be suited to a wide variety of year round functions from passive use to markets and fairs, concerts, movie showings, and formal celebrations. The Civic Park is also envisioned as an ‘International Plaza’ where everyone is welcome.

To realize the Civic Park, Niagara Region requires a Landscape Architect to prepare drawing sets and specifications for construction of the Civic Park. The successful proponent will use the Council endorsed Regional Headquarters Campus Master Plan ‘International Plaza’ (Appendix G-H) and the Indicative Design (Appendix I) as starting points to finalize the design and layout of the Civic Park as well as the landscape elements, fixtures, materials and colours envisioned within the Civic Park.

3. Elements of the Civic Park

The Civic Park includes Phases one (1) and two (2) of the Regional Headquarters Campus Master Plan comprising five (5) key elements including the Front Lawn, International Plaza, Courtyard, Gardens of the Municipalities, and Orchard Plaza.

These elements and related design requirements and components are demonstrated through the Indicative Design. It is expected that the final design will vary from the Indicative Design as long as the principal components, treatments, functions, and spaces remain.
APPENDIX D – RFP PARTICULARS

The Civic Park shall include (but may not be limited to) the following components:

a. **Orchard Plaza:**
   i. Formalized rows of flowering trees. Non-fruit bearing trees are preferred
   ii. A new feature sign for Niagara Regional Headquarters
   iii. Associated paving spaces around the sign feature
   iv. 3 metre concrete Walkway along Schmon Parkway
   v. Cross paths addressing desire lines where required
   vi. Seating (benches/seat walls)
   vii. Ornamental planting
   viii. Lighting of the sign feature
   ix. Path lighting
   x. Wayfinding Signage (with Braille)

b. **Front Lawn:**
   i. At least a 2.5 m wide concrete walkway alongside Campbell East
   ii. Preservation of the existing planting along Campbell East and supplementation where required
   iii. 17 flag poles (2 Region, 12 Local Municipalities, 1 guest ceremonial, 1 Ontario, 1 Canada)
   iv. Path Lighting
   v. Campbell East LED programmable lighting of the building
   vi. Steps and seating combination from Lawn to Plaza

c. **International Plaza:**
   i. A grand multi-use paved space in the central area of the civic park. The space is intended to support events, fairs, celebrations, movie nights, and other similar events
   ii. Decorative pattern, design, treatment of plaza paving
   iii. A stage or platform to support events
   iv. Electrical hookup at stage for Public address system
   v. Christmas Tree: Tree Trunk Sleeve, Tree mounted light plugs, Stainless Steel Christmas Tree guy wire attachment points
   vi. Seating (benches/seat walls, bistro type seating)
   vii. Area Lighting, Accent lighting of Christmas Tree
   viii. Planting
   ix. Repair to lawn where generators are located
   x. Screening of Data Centre through landscaping
   xi. Vehicular access from Sir Isaac Brock to Plaza for light trucks
   xii. Irrigation of planting areas
   xiii. Bike racks/rings
   xiv. Wayfinding Signage (with Braille)

d. **Courtyard:**
   i. Multi-use space for small events, lunch time seating, passive space.
   ii. Seating (benches/seat walls, bistro type seating)
   iii. Lunch time bistro sets
   iv. Decorative paving
   v. Planting
vi. Electrical plugs
vii. Lighting poles
viii. Gas for BBQ direct line hookup
ix. Repair/restacking of the retaining walls
x. Supplementation/complementation of the retaining wall planting
xi. 400 mm river rock splash strip along building foundation
xii. Campbell East LED programmable lighting of the building (continuation)
xiii. Wayfinding (with Braille)

e. Gardens of the Municipalities:
i. Paving connections from the International Plaza and Courtyard to the Sir Isaac Brock Way and Merritville Highway intersection
ii. Paving connection or phase of the connection to the future linear park
iii. Desire line connections where appropriate
iv. Community garden galvanized steel raised planting boxes five (5) approx. 2 m x 5 m
v. Community garden gravel area
vi. Community garden storage shed. Shed to include interior lighting, exterior lighting, water connection for watering beds
vii. Lighting poles
viii. Planting
ix. Screening of the wood garbage enclosure fence
x. Seating (benches/seat walls)
xii. Relocation of the existing sign (pink stone monolith)
xii. Wayfinding Signage (with Braille)

f. Other requirements:
i. All areas shall be designed to be barrier free.
ii. Plants selection shall comprise hardy drought and salt tolerant species.
iii. Public art pieces will be incorporated into the spaces but not part of this scope of work.
iv. Preference for materials or products made in Niagara Region.

4. Previous Work Related to the Civic Park

Refer to FTP Site for the following studies and plans which have a bearing on the Civic Park design. The successful proponent is required to become familiar with these documents and their recommendations as part of the preparation and delivery of the scope of work.

Appendix G: Brock District Plan, 2016
Appendix J: Compiled Drawing for Regional HQ Master Plan, (updated Nov, 2017)
5. **Key Tasks**

The successful proponent shall complete the following list of key tasks:

### 5.1 Draft Design Direction:

Building on the indicative design, the successful proponent shall firm up the landscape architectural design and layout for the Civic Park to deliver a design that will not exceed the Council approved budget. All necessary sub-consultants shall be retained by the successful proponent to provide design input.

Tasks shall include, but not limited to:

- i. Initial meeting with Niagara Region’s project team (Meeting No. 1).
- ii. Review previous works including studies, master plans, and the indicative design (Appendices G, H, I and J).
- iii. Conduct a field reconnaissance and review the supplied topographic survey and indicative design.
- iv. Prepare and update (when necessary) a detailed and itemized work plan and project schedule for Parts 5.1, 5.2, 5.3.
- v. Prepare draft design direction and provide landscape plans showing locations of landscape features including planting; landscape walls and steps; furniture; lighting; flag poles; planter boxes; paving materials, colours, and treatments; structures; signage; and other elements.
- vi. Prepare a planting plan; plant list; planting details.
- vii. Submit an itemized cost estimate that demonstrates the proposed design is in keeping with the available budget.
- viii. Submit draft package to Niagara Region for review.
- ix. Prepare meeting minutes and action items.
- x. Meet with staff to discuss Draft Design Direction and make revisions as needed (Meeting 2).
- xi. Provide progress drawings in AutoCAD, images or sketches in JPG and PDF formats as required.
- xii. Manage the quality of the work including providing correct clear and drawings and accurate quantities, and delivery of the work on time.

### 5.2 Finalize the Design Direction

With input from the Civic Park Steering Team, finalization of the design direction.

Tasks shall include, but not limited to:

- i. Meet with Civic Park Steering Team (Meeting No. 3).
- ii. Prepare final design direction and providing landscape plans showing locations of landscape features including planting; landscape walls and steps; furniture; lighting; flag poles; planter boxes; paving materials, colours, and treatments; structures; signage; and other elements.
- iii. Prepare drawings including but not limited to:
  - a) Demolition Plan showing which items within the limits of construction to be removed or relocated.
  - b) Planting plan; plant list; planting details.
  - c) Landscape details for all landscape elements.
APPENDIX D – RFP PARTICULARS

   d) Electrical plan.
   e) Grading and servicing plan.
   f) Construction phasing plan showing construction potential staging area, potential construction hoarding boundary. Plan shall be coordinated with other construction projects happening on-site.
   g) Complete an itemized cost estimate that demonstrates the proposed design is in keeping with the available budget.

iv. Prepare presentation materials and presentation to the Planning and Economic Development Committee July 18, 2018 (Meeting No. 4) to show and explain the design to members of committee. The presentation shall be prepared prior to July 3, 2018 and shall include drawings, images, and other materials that can depict the design to the committee.

v. If the Planning and Economic Development Committee requests specific design revisions that impact the design, the successful proponent will work with Regional Staff to review and accommodate such requested elements.

vi. Manage the quality of the work including providing correct clear and drawings and accurate quantities, and delivery of the work on time.

vii. Meeting to review staff comments and revisions prior to 5.3 (Meeting No. 5).

5.3 Preparation and Delivery of Tender Drawings
All necessary sub-consultants shall be retained by the successful proponent to provide functional design input required to complete for construction drawings and specifications. The proponent shall identify which sub-consultants are necessary to completing the tender drawing package.

Tasks shall include, but not limited to:

i. Deliver a draft for construction tender package with sub-consulting drawings and specifications and itemized cost estimate for review by the Civic Park Steering Team. The Civic Park Steering Team will provide a redline package to the successful proponent to address.

ii. Meeting with project Civic Park Steering Team to review any requested revisions (Meeting No. 6 & 7).

iii. Deliver final tender package of for construction drawings and specifications with all sub-consulting drawings and specifications with finalized itemized cost estimate.

iv. Manage the quality of the work including the integration of the work of sub-consultants or other disciplines, providing correct clear and drawings and accurate quantities, and delivery of the work on time.

v. Prepare meeting minutes and action items.

vi. Provide drawing sets in AutoCAD, images or sketches in JPG and PDF formats as required.

5.4 Construction Bid Proposal Review
The successful proponent shall assist the Civic Park Steering Team in the review of bid proposals received from qualified contractors.

Tasks shall include, but not limited to:

i. Prepare responses to technical questions from contractors

ii. Assist Civic Park Steering Team with review of bid proposals (Meeting No. 8).
5.5 Construction Administration Support, Inspection, Payment Certification
The successful proponent shall provide construction administration services to Niagara Region during the period of construction of the Civic Park. The successful proponent shall assist Niagara Region by liaising with the contractor, resolving issues due to unforeseen conditions, preparation of change orders, inspection of constructed work, issuances of payment certificates, review of as-built drawings, review of contractor schedules and reports, and other related tasks.

Tasks shall include, but not limited to:
   i. Attend site meetings with the contractor
   ii. Resolve design and construction issues with the contractor and Region
   iii. Issue/ review change orders and ensure these are reviewed by Niagara Region prior to implementation.
   iv. Update the Civic Park Steering Team on construction progress, delays, and other impacts to the schedule.
   v. Inspect completed work.
   vi. Issue payment certification.
   vii. Review as-built drawings, schedules, and reports prepared by the contractor, and other related tasks
   viii. Prepare clear and accurate documentation and management of reports, progress updates, minutes, change orders, budgets
   ix. Review meeting minutes and action items.

6. General Division of Responsibility (roles)
The project will be overseen by the Manager of Urban Design, Niagara Region Planning and Development Services. The project will also be guided and reviewed by the Civic Park Steering Team and Regional staff.

6.1 The Successful Proponent
The successful proponent(s) is responsible for coordinating the design, conducting research and analysis, and preparing the landscape architectural drawings and specifications required to construct the Civic Park. The successful proponent will be responsible for retaining necessary sub-consultants and will be coordinating the deliverables of sub-consultants as these relate to the preparation of the construction drawings.

The successful proponent’s responsibilities will include, but not be limited to, the following:
   i. Submit a detailed proposal;
   ii. Create a detailed work schedule based upon elapsed time in weeks and the calendar year which includes timing, person hours and cost per task, and a tentative completion date for each plan deliverable (including dates for draft submission, Staff review time, and final submission);
   iii. Collect, compile, and review all required information to complete the final design;
   iv. Prepare and attend the presentation of the final design to members of the Niagara Region Planning and Economic Development Committee
APPENDIX D – RFP PARTICULARS

v. Prepare a complete drawing and specification set, including all sub-consulting deliverables, and cost estimates for the construction of the Civic Park within the approved budget.
vi. Provide all presentation materials required for meetings;
vii. Attend meetings;
viii. Revise drawings and specification when required;
ix. Provide the Region with assistance for reviewing construction bids of the Civic Park;
x. Provide the Region with contract administration services during the period of construction of the Civic Park

Note: 6.2 Civic Park Steering Team
A technical team comprised of Regional staff in Facilities, Transportation, Public Health, and Planning will inform the project at various stages. The successful proponent(s) shall meet with the Civic Park Steering Team. The purpose of these meetings will be to integrate the Committee’s expectations and input on key components of the design.

6.3 Regional Staff Advisory and User Groups
The Civic Park Steering Team will consult with internal advisory and user groups with a stake in the design of the Civic Park.

7. Proponent Team Expertise
The successful proponent team should have, at minimum, the following expertise on hand to complete the required work as noted in this Deliverables:

1. Landscape Architects and project lead with demonstrated experience in delivering public civic parks in Ontario.
2. Arbourist and Horticulturalist
3. Civil Engineering and Stormwater management
4. Electrical Engineer
5. Lighting Designer/engineer
6. Irrigation Specialist

8. Final Products
The successful proponent shall produce the following:

<table>
<thead>
<tr>
<th>Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Draft and final work plan, including a quality control mechanism/strategy to be circulated and reviewed by the Civic Park Steering Team and revised as required, <strong>per Section 5.1.</strong></td>
</tr>
<tr>
<td>2. Draft design direction and associated drawings and supporting materials to be circulated and reviewed by Civic Park Steering Team and revised as required, <strong>per Section 5.1.</strong></td>
</tr>
<tr>
<td>3. Prepare final design direction and associated drawings and supporting materials, and attendance and presentation to Committee of Council. To be circulated and reviewed by the Civic Park Steering Team and revised as required, <strong>per Section 5.2.</strong></td>
</tr>
<tr>
<td>4. Provide a complete for construction drawings and specifications and supporting sub-consulting deliverables. To be circulated and reviewed by the Civic Park Steering Team and revised as required, <strong>per Section 5.3.</strong></td>
</tr>
<tr>
<td>5. Participation in supporting the evaluation of construction bid proposals by answering technical concerns, helping to issue addendums, and other support, <strong>per Section 5.4.</strong></td>
</tr>
</tbody>
</table>
APPENDIX D – RFP PARTICULARS

6. Support Niagara Region in administering the construction of the civic park, **per Section 5.5**

B. Material Disclosures

1. File Transfer Protocol (FTP)

   The following documents can be downloaded from the FTP site, using File Zilla software. The details of the FTP site are as follows:

   Filezilla FTP Site: (https://filezilla-project.org/download.php?type=client)
   Host: ftp.niagararegion.ca
   Username: nrpurupload8
   Password: 2fF8va=v5v

   Appendix G: Brock District Plan, 2016
   Appendix J: Compiled Drawing for Regional HQ Master Plan, (updated Nov, 2017)

C. Mandatory Requirements

1. Form of Proposal (Appendix B)

   Each proposal must include a Form of Proposal (Appendix B) completed and signed by an authorized representative of the proponent.

2. Pricing Form (Appendix C)

   Each proposal must include a Pricing Form (Appendix C) completed according to the instructions contained in the form.

3. Proposal Security

   Not required

4. AODA Standards of Accessibility Compliance

   Information and communications (without limitation, documents, materials and presentations) provided to Niagara Region as part of the Deliverables, which shall be posted to Niagara Region’s website shall be provided in an AODA compliant format, specifically without limitation, meaning that the said documents must conform to World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA.
D. Rated Criteria

1. Summary of Rated Criteria
The following is a summary of the rated criteria and weightings for the evaluation of proposals. If a minimum threshold is identified, proponents who do not meet the minimum threshold score will not proceed to the next stage of the evaluation process.

<table>
<thead>
<tr>
<th>Rated Criteria</th>
<th>Weighted (%)</th>
<th>Points (0-10)</th>
<th>Weighted Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>TECHNICAL PROPOSAL (85%)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Qualifications and Experience in similar projects (45%)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Landscape Architect and project lead</td>
<td>15%</td>
<td></td>
<td>2.25</td>
</tr>
<tr>
<td>2. Project Team</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Arborist</td>
<td>15%</td>
<td></td>
<td>2.25</td>
</tr>
<tr>
<td>b. Civil Engineering and stormwater management</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Electrical engineer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Lighting designer/engineer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Irrigation Specialist.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Demonstrate qualifications and expertise of key individuals</td>
<td></td>
<td>2%</td>
<td>0.04</td>
</tr>
<tr>
<td>4. Resumes of Key individuals</td>
<td></td>
<td>2%</td>
<td>0.04</td>
</tr>
<tr>
<td>5. Examples of similar constructed civic projects</td>
<td></td>
<td>11%</td>
<td>1.1</td>
</tr>
</tbody>
</table>

Projects must be within the last 6 years and include features such as decorative paving, landscape walls, landscape columns, lighting, a variety of planting, and for events. Include ample descriptions, photos, illustrative drawings, and project details including schedule, construction cost. Submit at least two (2) examples.

Project Understanding and Approach (30%)

| | | | |
| 6. Project understanding and deliverables | 5% | | 0.25 |
| 7. Project Schedule | 5% | | 0.25 |
| 8. Work plan and methodology | 5% | | 0.25 |
| 9. Addressing key study elements/challenges | 5% | | 0.25 |
| 10. Stakeholder engagement | 5% | | 0.25 |
| 11. Value and innovation | 5% | | 0.25 |

Project Delivery (10%)

| | | | |
| 12. Project control | 2% | | 0.04 |
| 13. Schedule development and control | 2% | | 0.04 |
| 14. Budget control | 2% | | 0.04 |
| 15. Resource allocation and control | 2% | | 0.04 |
| 16. Quality control of services | 2% | | 0.04 |

Subtotal – Technical Proposal (85%)

Minimum threshold score to Proceed to Stage III Pricing:
Proponents must receive a minimum score of 65% (57.8 / 85) in the Rated Criteria, TECHNICAL PROPOSAL.
Proponents that do not achieve the minimum score, shall not be evaluated further. Those Proponents who do meet the minimum score for Rated Criteria TECHNICAL PROPOSAL will have their FEE PROPOSAL opened.

FEE PROPOSAL (15%) | 15% |

TOTAL | 100% |
E. Evaluation and Ranking Method

The ranking of proponents will be based on the total score calculated by adding the pricing points to the total points for rated criteria.

\[ \text{proponent's total score} = \text{total points for rated criteria} + \text{pricing points} \]

Pricing is worth 15 points. The proponent’s price is determined by Sub-Total (Summary of Item Numbers 1 through 5).

The pricing points for each proponent will be determined based on a relative pricing formula:

\[ \text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points} \]

<table>
<thead>
<tr>
<th>Scoring Category</th>
<th>Description</th>
<th>Numeric Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fail</td>
<td>Requirement is not met or is not acceptable.</td>
<td>0</td>
</tr>
<tr>
<td>Poor</td>
<td>Minimally addresses the component, but one or more major considerations of the component are not addressed.</td>
<td>1 - 3</td>
</tr>
<tr>
<td>Fair</td>
<td>The response addresses some aspects of the component, but minor considerations may not be addressed.</td>
<td>4 - 6</td>
</tr>
<tr>
<td>Good</td>
<td>The response addresses the component and provides a reasonably good quality solution.</td>
<td>7</td>
</tr>
<tr>
<td>Very Good</td>
<td>There is a high degree of confidence in the proponent’s response as a proposed solution to address the component.</td>
<td>8 - 9</td>
</tr>
<tr>
<td>Exceptional</td>
<td>The proposed solution goes above and beyond the requirements as well as provides a high degree of confidence in its effectiveness.</td>
<td>10</td>
</tr>
</tbody>
</table>
Appendix E – Conditions of Award

The selected proponent must satisfy the following conditions and provide the following information within 14 days of the notice of selection:

1. **Certificate of Insurance**

   The selected proponent must provide Niagara Region with a Certificate of Insurance acceptable to Niagara Region and, if requested by Niagara Region, certified copies of the insurance policies. The Certificate of Insurance must comply with the insurance requirements outlined in the Contract Terms and Conditions (Appendix A) and must be on Niagara Region’s form of Certificate of Insurance, which can be found on Niagara Region’s website – [Niagara Region’s form of Certificate of Insurance](http://www.niagararegion.ca/business/fpr/cert-insurance.aspx). If the Certificate of Insurance is provided in a non-original form (e.g. a facsimile, photocopy or scanned electronic copy), the proponent acknowledges and agrees that Niagara Region is fully entitled to treat any such Certificate as an original and that the proponent will be responsible for the accuracy and validity of the information contained therein. If required by Niagara Region, certified copies of all the above-mentioned policies shall be delivered to Niagara Region. All subsequent policy renewals and certificates of insurance thereafter, during the time that the Contract is in force, shall be forwarded to Niagara Region within fifteen (15) days of their renewal date.

2. **Workplace Safety and Insurance Board Clearance**

   The selected proponent shall provide:

   (a) A valid, current Clearance Certificate declaring that the selected bidder is registered with Workplace Safety and Insurance Board (“WSIB”), and has an account in good standing; or

   (b) A Letter of Good Standing issued by WSIB.

   If WSIB coverage is not required by law to be carried by the selected proponent, the selected proponent shall provide one of the following (as the case may be):

   (a) An Exemption Letter from WSIB, satisfactory to Niagara Region’s Director of Legal and Court Services;

   (b) An Independent Operators Status Certificate issued by WSIB; or

   (c) Such further and other evidence as may be satisfactory to Niagara Region’s Director of Legal and Court Services.

   In addition to the indemnification provided by the selected bidder elsewhere in this RFP, the selected bidder agrees to indemnify Niagara Region and its respective elected officials, directors, officers, agents, employees, and volunteers, successors and assigns for all losses, claims, expenses (including reasonable legal fees) or other charges related to the selected bidder’s status with WSIB.
Appendix F – Bid Irregularities

NOTE: In this Appendix, references to “bids” shall be interpreted to mean “proposals” and references to “bidders” shall be interpreted to mean “proponents”.

<table>
<thead>
<tr>
<th>IRREGULARITY</th>
<th>RESPONSE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Late Bids.</strong></td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td></td>
<td>Returned unopened to the bidder.</td>
</tr>
<tr>
<td><strong>2. Unsealed Envelopes.</strong></td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>A) No Bid Deposit, uncertified cheque, or financial security not an original</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>(e.g. a photocopy or a facsimile of a financial security).</td>
<td></td>
</tr>
<tr>
<td>B) Amount of financial security is insufficient:</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>i. Amount of security is expressed as a percentage of the total bid sum.</td>
<td>Automatic rejection, unless in the opinion of Procurement and Strategic</td>
</tr>
<tr>
<td></td>
<td>Acquisitions the insufficiency in the financial security is de minimus</td>
</tr>
<tr>
<td></td>
<td>(trivial or insignificant).</td>
</tr>
<tr>
<td>ii. Amount of security is expressed only as a dollar figure.</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>C) i. Name or signature of Supplier is missing or incomplete.</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>ii. Seal of Supplier is missing or incomplete.</td>
<td>Two (2) working days* to obtain missing or incomplete items.</td>
</tr>
<tr>
<td>D) Name, signature, or seal of bonding company is missing or incomplete.</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>E) Failure to provide a letter of agreement to bond (if required).</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>A) Bids completed in erasable medium.</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>B) i. Signature of representative authorized to bind the Supplier missing</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>or incomplete on the prescribed form which is to be submitted in</td>
<td></td>
</tr>
<tr>
<td>response to a Bid Solicitation.</td>
<td></td>
</tr>
<tr>
<td>ii. Electronic signature of representative or absence of corporate seal</td>
<td>Two (2) working days* to obtain original signature.</td>
</tr>
<tr>
<td>authorized to bind the Supplier shown on the prescribed form which is</td>
<td></td>
</tr>
<tr>
<td>to be submitted in response to a Bid Solicitation.</td>
<td></td>
</tr>
<tr>
<td>IRREGULARITY</td>
<td>RESPONSE</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>C) Form of Proposal missing or incomplete.</td>
<td>Two (2) working days* to correct to the satisfaction of Procurement and Strategic Acquisitions, otherwise automatic rejection.</td>
</tr>
<tr>
<td>D) Form of Quotation or Tender missing or incomplete.</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>E) Signature of witness, if required, missing or incomplete.</td>
<td>Two (2) working days* to correct, otherwise automatic rejection.</td>
</tr>
<tr>
<td>F) Date of Bid missing or incomplete.</td>
<td>Two (2) working days* to correct, otherwise automatic rejection or, if stated in the Bid Solicitation, automatic rejection.</td>
</tr>
<tr>
<td>5. Incomplete, illegible or obscure Bids or Bids which contain information not called for, erasures, overwriting or strike outs (not initialed).</td>
<td>Two (2) working days* to correct to the satisfaction of Procurement and Strategic Acquisitions, otherwise automatic rejection.</td>
</tr>
<tr>
<td>6. Document, in which all necessary Addenda have not been acknowledged.</td>
<td>Two (2) working days* to confirm Bid to the satisfaction of Procurement and Strategic Acquisitions or, if stated in the Bid Solicitation, automatic rejection.</td>
</tr>
<tr>
<td>7. Failure to attend mandatory site visit (if required).</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>8. Bid received on documents other than those provided in the Bid Solicitation.</td>
<td>Automatic rejection, unless allowed for in the Bid Solicitation.</td>
</tr>
<tr>
<td>9. Failure to insert the bidder’s business name in the space provided in the Bid Solicitation form.</td>
<td>Automatic rejection unless, in the opinion of Procurement and Strategic Acquisitions the incomplete nature is trivial or insignificant.</td>
</tr>
<tr>
<td>10. Mathematical errors.</td>
<td>Two (2) working days* to initial the corrections as made by the Corporation. Unless otherwise stated in the Bid, the unit price shall prevail and the total Bid price shall be adjusted accordingly. The Corporation reserves the right to waive initialing and accept Bid as corrected.</td>
</tr>
<tr>
<td>11. Qualified Bids (Bids qualified or restricted by an attached statement).</td>
<td>Automatic rejection</td>
</tr>
<tr>
<td>12. Bids containing minor obvious clerical errors.</td>
<td>Two (2) working days* to confirm Bid to the satisfaction of Procurement and Strategic Acquisitions.</td>
</tr>
<tr>
<td>13. Any other irregularities.</td>
<td>The Commissioner of Enterprise Resource Management Services, or Designate, shall have authority to waive other irregularities or grant two (2) working days * to initial such other irregularities considered to be minor.</td>
</tr>
</tbody>
</table>

** Where “working days” specified, this is from the hour the Bidder is notified by Niagara Region staff of the irregularity