



The Corporation of the Town of Cobourg
TENDER BID ADVISORY NOTICE

Date: March 29, 2018

To: Angela Stewart, Legislative Services

From: Alyssa Bryan

Department: Recreation + Culture

The following Tender Bid(s) has/have been issued:

TENDER BID #	TENDER BID NAME	STAFF CONTACT	DEPOSIT REQUIRED	ISSUE DATE	CLOSING DATE & TIME
CO-18-10	Cultural Master Plan RFP	Chris Elliott 905 372-7371 x8407	NO	March 29, 2018	April 24, 2018 2:00 pm

PLEASE SUBMIT A COPY OF THE TENDER BID DOCUMENTS WITH THIS NOTICE.



REQUEST FOR PROPOSAL

THIS IS NOT A TENDER CALL

CULTURAL MASTER PLAN

(RFP No. CO-18-10 RC Cultural Master Plan)

for the Town of Cobourg

ISSUE DATE: March 29, 2018

CLOSING: April 24, 2018 at 2:00 p.m. Local Time

At the Town of Cobourg Municipal Offices
Victoria Hall
55 King Street West
Cobourg, Ontario K9A 2M2

Attention: Brent Larmer
Manager of Legislative Services/Municipal Clerk
(Ph): (905) 372-4301
(Fax): (905) 372-1553
(E-mail): blarmer@cobourg.ca



COBOURG

THE CORPORATION OF THE TOWN OF COBOURG

TENDER BID RECEIPT LABEL

THIS LABEL MUST BE SECURELY ATTACHED TO THE FRONT OF THE SEALED ENVELOPE CONTAINING THE TENDER BID.

ALL TENDER BIDS MUST BE RECEIVED AT:

LEGISLATIVE SERVICES, 55 King Street West,
Cobourg ON K9A 2M2 905-372-4301

<i>COMPLETED BY DEPARTMENT ISSUING TENDER BID</i>	
TENDER BID NUMBER:	CO-18-10
TENDER BID NAME:	RC Cultural Master Plan
CLOSING DATE:	Tuesday, April 24 th , 2018
CLOSING TIME:	2:00 P.M.

<i>COMPLETED BY COMPANY SUBMITTING TENDER BID</i>	
SUBMITTED BY:	
COMPANY CONTACT:	
COMPANY NAME:	
COMPANY ADDRESS:	
COMPANY PHONE:	

<i>LEGISLATIVE SERVICES USE ONLY</i>		
TENDER BID RECEIPT:		
DATE:	TIME:	INITIALS:

By-law 016-2012, Purchasing Policy (est March 19, 2012)

Part 7.1, Section 7, RETURN RECEIPT OF COMPETITIVE BID DOCUMENTS, Purchasing Policy,
"All tender bids will be issued from and received at the office of the Municipal Clerk, located at the
Main Floor of Victoria Hall, 55 King Street West, Cobourg, Ontario K9A 2M2,
using the appropriate label or envelope as provided in bid package."

1.00 BACKGROUND

The Town of Cobourg is a community of 19,440 people located on the north shore of Lake Ontario approximately half way between Toronto and Kingston. Cobourg is renowned for its rich history and heritage, featuring the architectural splendor of historic Victoria Hall. Cobourg also enjoys a bustling, pedestrian-friendly downtown and internationally recognized Victoria Park, beach and full-service marina and campground. Cobourg is the birthplace of James Cockburn, a father of Confederation, and Marie Dressler, Academy Award winning Hollywood actress.

With our proximity to the Greater Toronto Area (GTA) and an attractive small town urban lifestyle, it is expected that the population in Cobourg will continue to grow at a steady rate, with recent projections indicating that the Town's population will increase to between 24,000 and 28,000 people by the year 2031.

The Town of Cobourg is at a key time in its development, and the arts and culture community is set to play a significant role in the Town's future. Cobourg has long enjoyed a vibrant arts and culture sector and its citizens have supported many local organizations and facilities including the Art Gallery of Northumberland, Concert Hall at Victoria Hall, VOS Theatre, the Northumberland Players and the Concert Band of Cobourg, to name just a few.

The Town of Cobourg's Strategic Plan (2015-2018) includes a vision for our community that honours our arts and culture heritage while investing in the development of a long term strategy, new services, programs and partnerships for the future of our arts and culture sector.

To achieve this, Council identified several strategic actions including the creation of a Cultural Master Plan, and support strategies to establish arts and culture as one of the pillars of the Town and its community. Furthermore, the Strategic Plan commits to the examination of barriers and opportunities that impact the preservation, enhancement and growth of the arts and culture sector, valued by its residents and visitors alike.

The arts and culture sector has a major role to play in the future health of the Town of Cobourg; economically, socially and environmentally. A Cultural Master Plan will benefit the Town of Cobourg by harnessing, strengthening and managing its cultural resources. It will support social benefits such as more livable, attractive spaces and places for both residents and visitors. It will also support economic impacts such as job creation and investment potential. The Cultural Master Plan will outline the tools and strategies needed for the Town to ensure the arts and culture sector receives the attention, direction, investment, infrastructure and support it requires to effectively respond to community-building and a vibrant future.

2.00 OBJECTIVE AND SCOPE OF WORK

The Town of Cobourg is seeking proposals from qualified consultants to undertake the development of a Cultural Master Plan for the Town of Cobourg.

The goal of the project is to have a comprehensive, integrated plan to:

- assess the health of Cobourg's cultural sector
- identify the Town's current involvement in the cultural sector;
- deepen engagement of residents with culture in all its forms;
- identify service gaps and improve overall cultural service provision and strategies;
- specifically identify the Town's future role in Cobourg's cultural sector;

The successful consultant will design an objective, facilitated process to engage both external and internal stakeholders and undertake comprehensive research as the foundation of the final Cultural Master Plan. The process will include, but not limited to, an internal review and analysis; a community consultation and scan; and a comparative analysis of other municipalities and best practices.

2.01 Internal Review/Analysis

The internal review will include an analysis of the Town's past and present arts and culture services, programs, offerings and management practices. It will investigate and review: current program and service provision; community development and investment; arts and cultural asset management guidelines, practices and policies; and facility operations and staffing.

The internal analysis will include a cross-municipal scan. This scan will identify and review all arts and culture industries and heritage functions within all Town departments to facilitate communication and rationalize services if appropriate. This scan will facilitate staff understanding of available cultural assets, both internal and within the community, and how these assets can be leveraged to facilitate departmental goals and cross-sectoral health. Practices related to diversity, integrated decision-making and equity will also be evaluated as they affect cultural planning.

The successful consultant will provide a draft report on the analysis of the municipality's practices related to cultural asset and resource management and will recommend as appropriate the following:

- operational efficiencies and improvements;
- long-term community engagement strategies;
- strategies for connecting arts and culture to internal municipal policies, processes and planning;
- stimulate community vitality, economic development and a healthy arts and culture sector; and
- other recommendations as appropriate.

2.02 Community Consultation – Arts and Culture

The successful consultant will work alongside the Steering Committee and Town staff to develop a comprehensive engagement strategy with local residents. Evidence will be gathered on: attitudes and perceptions within the general public related to the awareness, consumption and support for arts and culture; knowledge of the community's existing cultural management and service provision; and understanding of how culture contributes to the community's vibrancy and economic success. Forums will be developed to allow stakeholders, agencies and the public to articulate needs, opportunities and issues, and to identify strategic directions that are meaningful and practical. Community engagement strategies will include information sharing that will help build awareness, citizen involvement, test ideas and concepts, and build stakeholder ownership in the final Cultural Master Plan.

The community engagement process should include neighbourhood meetings, Town Hall presentations, presentations to Town Council, at least one survey and a social media campaign developed in conjunction with Town staff.

A scan of cultural assets and resources within the community will also contribute to the final strategies and directions of the Cobourg Cultural Master Plan. Through interviews, research and site visits the successful consultant will evaluate the strengths and gaps within the existing culture sector.

Finally, an assessment of Cobourg's creative labour force and its contribution to the local economy will be undertaken, to evaluate its import for future local decision-makers. This assessment will include an evaluation of the culture sector's overall contribution to the local economy.

Community consultation will assess:

- community's response to current program and service delivery;
- issues and needs within the arts and culture sector;
- opportunities for new initiatives that leverage cultural assets;
- priority "assets" both municipally owned and otherwise and recommendations for changes to management and/or leveraging of assets based on clear priorities;
- need and feasibility of municipal funding of arts and culture.

Based on the above, the consultant's report will recommend strategies for increasing cultural participation, engagement and support, potential changes to the municipality's program and service delivery and new mechanisms for ensuring inclusivity, cross-sectoral engagement and future priority-setting by the community. The needs of diverse populations will be considered within this assessment.

2.03 Comparative Analysis

Recommendations for cultural management practices, plans and policies will be compared to local and other relevant municipalities in Canada.

The successful consultant will identify ways in which the Town of Cobourg's Cultural Master Plan can or should interface with strategic and cultural plans in Northumberland County and adjacent municipalities as well as potential partnership opportunities.

Analysis of the practices of municipalities will allow for a comparison to evaluate whether Cobourg's programs, services and operations are competitive and appropriate for meeting the community's needs. This comparison will include, but not limited to:

- municipal investment;
- cultural infrastructure levels, types and sizes;
- museums;
- public art and collections;
- program delivery;
- community engagement levels, strategies, policies;
- equitable representation and inclusiveness of diverse populations including, but not limited to, First Nations and ethno-cultural communities;
- operations and staffing levels;
- culture facility and asset management policies, practices and procedures;
- culture property designation practices, lists and management strategies and policies;
- cultural tourism and economic development programs and goals; and
- social sector partners and engagement strategies.

The consultant's report will also include an assessment of Cobourg's role as a cultural leader in Northumberland County. The report will recommend:

- best practices and municipal models;
- benchmarks and indicators for future service delivery, communication and coordination;
- justification for changes in investment levels (e.g., staff, infrastructure, investment dollars);
- evidence-based value statements for cultural facility, service and investment provision;
- policy and program recommendations and future directions;
- shared opportunities with Northumberland County and other local municipalities, including strategies and/or mechanisms for ensuring no duplication of effort and maximization of resource investment;

- opportunities to engage mapping with cultural and other policy and plan development in the municipality and within the community;
- make recommendations for long term leverage of asset-mapping, through internal systems, and/or external agencies; and
- benchmarks for cultural community “health”.

2.04 Cultural Master Plan

The successful consultant will provide two separate drafts for review and feedback and one final report for the Cobourg Cultural Master Plan.

The plan will clearly define the role of arts and culture within the community and will recommend:

- internal revisions to programs, policies, operational structures and directions;
- new program, investment and policy direction recommendations, as appropriate, based on value assessment and long term municipal goals;
- managing the community’s cultural assets, including sites, landscapes, and collections
- adjustments to, and interactions with, other Town plans and policies (e.g., Heritage Mast Plan);
- stimulating inclusiveness and equitable representation in municipal decision-making, program delivery and community engagement;
- ongoing community engagement and development strategies;
- strategies for improving cultural sector health and ability to serve residents of Cobourg as well as work with other sectors;
- ongoing benchmarking or success analysis to measure cultural health of the community;
- cross-sectoral and community relationship building strategies;
- effective coordination of cross-municipal coordination of services, programs, etc., including but not limited to Northumberland County and the Town of Port Hope; and
- policy and plan review and renewal.

Although the above describes the basic scope of work to be undertaken, it is expected that the successful consultant will take this as a minimum guide and compile a team that proposes a work plan that achieves the goals and objectives of the project.

3.00 PROPOSED WORK PLAN

The development of a Cultural Master Plan for the Town of Cobourg shall be undertaken in three (3) major stages, although this is simply a guide and the exact work plan may be subject to refinement based on submissions received and further discussions with the successful consultant. A general overview of the stages is outlined below:

Stage 1: Background Research and Policy Review

Stage 1 will consist of the Consultant collecting and reviewing all relevant background information and undertaking appropriate initial notification and consultations with the public, municipal staff, municipal advisory committees, agencies, and other stakeholders. This task will enable the consultant to understand the arts and culture community in the context of the Town of Cobourg, and the current issues, trends, facts, assumptions, opportunities and constraints affecting the planning and management of Cobourg’s arts and culture assets and resources.

This stage will include the preparation of a Background Report that will provide a concise inventory of available data and input received during the community consultation program, and will reflect an analysis of existing municipal policies in relation to best practices of arts and culture management and

planning. The Background Report will also present Preferred Directions for the preparation of a draft Cultural Master Plan.

It is expected that at least one (1) stakeholder consultation session(s) will occur in the early stages of the project, and one (1) public open house will occur at the end of this Stage, in addition to meetings with the project Steering Committee and municipal staff.

Stage 2: Preparation of Draft Cultural Master Plan

This stage will involve further analysis of key findings identified during Stage 1, which will form the basis for the preparation of a draft Cultural Master Plan.

At least one (1) public open house will be conducted during this Stage as well potentially as additional stakeholder meetings to discuss the information produced to date, and to seek further input on the draft Cultural Master Plan.

Stage 3: Refinement and Final Adoption of the Cultural Master Plan

Based on the feedback obtained during the prior Stages, the consultant will refine the draft Cultural Master Plan for final consideration by the Steering Committee and Council. A public meeting could be convened to review the final Cultural Master Plan prior to final adoption.

4.00 PUBLIC PARTICIPATION/COMMUNITY CONSULTATION

Public and other stakeholder involvement is key to the success of this project. The consultant shall design a formal community consultation process which outlines the method(s) and tools for engaging stakeholders in the community and maximizing input at each stage of the project, including but not limited to community consultation sessions, public open houses, technical working groups, newsletters, surveys, notices, web materials, posters and mail/hand-outs. Written explanatory briefs and other summary documentation shall be encouraged to assist members of the public in its understanding of the project.

Regular meetings are expected with the Project Manager and the Steering Committee throughout the course of this project, and consultations should be held with key stakeholders, including but not limited to municipal staff, residents, arts and culture organizations, the Downtown Business Improvement Area (DBIA), Chamber of Commerce and the broader business community, public agencies, municipal advisory committees, past members of the Arts Council of Northumberland, and community interest groups.

Additional meetings may be required depending on the outcome of the public consultation sessions and direction given by Council. Accordingly, the consultant shall include a flat rate fee (as an additional cost item) for any additional meetings as may be directed by the Town. The consultant shall be responsible for scheduling meetings, preparation of notices and agendas, presentation materials and meeting minutes. The Town of Cobourg will provide assistance with organizing meeting room/hall bookings and set-up.

The Consultant is welcome to propose innovative and alternative methods of public participation and consultation that engage stakeholders with the Cultural Master Plan process and that will ensure that the goals of public involvement and in the project are met.

5.00 SCHEDULE

It is expected that the Cultural Master Plan will take 12 to 15 months, The final report to should be completed and presented to Council no later than the summer of 2019. It is anticipated that the Cultural Master Plan process will generally adhere to the three stages outlined in Section 3.00 - Proposed Work Plan. However, the consultant shall propose it's own work plan and schedule/timeline for the completion of the project.

6.00 BUDGET

The Consultant shall supply a detailed budget with a total proposed cost (ie. maximum upset limit) of the project, including all consulting fees, disbursements, contingencies and all other costs associated with implementing the scope of work. It is the responsibility of the respondent to anticipate and clearly identify all tasks required to satisfy the requirements of the RFP.

The successful consultant will be responsible for submitting detailed invoices which describe the work undertaken within each invoice time period, the personnel employed and hours expended by the hourly rate, disbursements, total fee for each invoice, and total budget expended/remaining on the project.

The consultant shall not undertake any work that would cause the budget to be exceeded without written permission from the Town of Cobourg.

7.00 DELIVERABLES

All reports will be delivered in the following format(s):

- 12 bound colour copies, including any maps or other illustrations
- 1 unbound 'original' print-ready colour copy
- 1 CD (pdf) and any related colour photos, graphics and maps in Town-compatible software (AutoCad, ArcGIS, Excel, Word, Powerpoint, jpg, etc.)
- Any mapping must be either "Shapefiles" or "Personal or File Geodatabase", which are files that are native to ArcGIS. To maintain any symbology used, a map document in ".mxd" format may also be required. The Consultant is required to consult with the Town of Cobourg's GIS Coordinator in order to ensure that all mapping is compatible for use with municipal GIS.
- 1 hard copy print, electronic and CD of presentation boards and materials
- All of the documents shall be prepared in a format which will enable them to be placed on the municipal website. It is expected that newsletters, notices, brochures, and other forms of communication will also be required to inform the public, which shall be prepared in full colour. Presentations shall be provided in PowerPoint format wherever possible.

8.00 PROJECT ADMINISTRATION

The study process will be managed on behalf of the Town by a Cultural Master Plan Steering Committee, appointed for the term of the project by Council from community leaders in the arts and culture sector. The consultant may wish to establish one or more Technical Working/Advisory Groups to accommodate a wider cross-section of the community (ie. municipal advisory committees, municipal staff, public agencies, community organizations). Alternative or innovative approaches to the administration of the project will be entertained.

The Director of Recreation and Culture is the overall lead on this project and the Manager of Community Services shall act as Project Manager and shall be the day-to-day contact for the consultant. The Project Manager will provide the consultant with relevant resource materials, including related studies, policies and reports, and key stakeholder/interest group contact lists. Other municipal staff will be available to assist and provide input where required.

The Steering Committee will meet with the consultant at the outset to review the work plan, and regularly thereafter to monitor and review progress and to provide advice, guidance and feedback as required. The Steering Committee shall review all draft reports prior to the final Cultural Master Plan being presented to Cobourg Municipal Council.

9.00 PROPOSAL REQUIREMENTS

Submissions to this RFP shall contain the following information:

- The consultant's understanding of the assignment, including an explanation of the approach and methodology to be used to achieve the objectives of the RFP, and an assessment of any anticipated difficulties in performing tasks and the proposed approach for overcoming these;
- A work plan/project schedule, including a detailed description and costing of all tasks and sub-tasks, timelines, milestones, deliverables, meetings and key dates proposed to meet the requirements of the RFP.
- A listing of all consulting team members, complete with their qualifications, experience and applicable skills;
- An upset cost for the project (submitted in a separate envelope), including a breakdown of all hourly rates and predicted person hours attributed to each team member by task, and all other costs and related disbursements;
- A list of three (3) client references involved in similar municipal projects undertaken by the consulting team;

The respondent shall submit four (4) bound copies (one of which shall be signed and marked as an original) and one (1) unbound print-ready copy in 8 ½" x 11" format. The maximum proposal length shall be twenty-five (25) pages, exclusive of CVs, references, and project experience materials. Proposals are to be clearly marked with the RFP title and number (see RFP cover).

10.00 CONSULTANT EXPECTATIONS

While the consultant will work with the Steering Committee and stakeholders to compile and review information throughout the process, it is expected that the consultant will provide sound, objective and defensible analysis and reports based on technical and professional judgment, which may or may not necessarily be consistent with the opinions and conclusions of the Steering Committee, municipal staff or other community stakeholder inputs.

The lead consultant and all applicable representatives shall attend all meetings required during the project, and present the project recommendations and amendments to Council prior to adoption. The Consultant Team's representatives attending meetings shall be thoroughly versed and knowledgeable

with respect to the proposed topics of discussion and shall have the authority to make the necessary decisions and commitments with respect to matters agreed upon at the meetings. The consultant will also be required to provide all documentation, including reports, maps, drawings, and other amendments, in electronic form, and the Town shall have the right to reproduce further copies.

11.00 CONSULTANT EVALUATION AND SELECTION

The Town of Cobourg uses a value-based approach to selecting consultants and will evaluate each proposal based on its own merit, giving specific attention to completeness of detail, experience of the project team and other factors as set out in the criteria listed in the attached Appendix A, which states the weight or value assigned to each category.

The assigned weight of each criterion is multiplied by the appropriate degree of satisfaction to yield the total points. Summation of the total points for each criterion yields a total score, which represents the overall degree of satisfaction with each proposal.

The evaluation will be based on the prescribed criteria, but not solely limited thereto, and any other relevant information provided by the consultant(s). The Town reserves the right to prioritize and weight the importance of each criterion confidentially. Selected consultants may be short listed for interviews at the discretion of the Town.

12.00 SUMMARY OF AVAILABLE MUNICIPAL RESOURCES

The following municipal background information and resources are available in the municipal offices of the Town of Cobourg:

- Town of Cobourg Official Plan
- Downtown Vitalization Action Plan
- Town of Cobourg Strategic Plan 2015-2018
- Town of Cobourg Heritage Master Plan

13.00 CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The Contract document shall consist of:

- The agreement (if any);
- The purchase order, or acceptance letter;
- The Request for Proposal document; and
- The Respondent's Proposal and any subsequent amendments.

These documents and portions thereof, take precedence in the order in which they are named above, notwithstanding the chronological order in which they are issued or executed.

Change notices, appendices and addenda to any contract document shall be considered part of such documents.

If a written Contract cannot be negotiated within thirty (30) days of notification of the successful consultant, the Town may, at its sole discretion at any time thereafter, terminate negotiations with that

consultant and either negotiate a contract with the next qualified consultant or choose to terminate the Request for Proposal process and not enter into a contract with any of the consultants.

14.00 TERMS AND CONDITIONS

Acceptance of Proposals

- a) The Town of Cobourg reserves the right to accept or reject any or all of the proposals submitted in response to this Request for Proposal and may award the work to other than the lowest cost proposal. Proposals will be assessed in light of the evaluation criteria. The Town of Cobourg reserves the right to interview any number of respondents regardless of their score. This Request for Proposal should not be construed as an agreement to purchase services. The Town will be under no obligation to receive further information, whether written or oral, from any Consultant.
- b) Proposals must be completed with due care. All Proposals must conform to the instructions in this Document. If a proposal does not conform in every way, even in ways which may seem to consultants to be innocuous, that proposal may be rejected by the Town as improper, and may not be considered at all.
- c) Neither acceptance of a proposal nor execution of a contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

Definition of Contract

Notice in writing to a consultant of the acceptance of its proposal by the Town and the subsequent full execution of a written contract will constitute a contract for the goods or services, and no consultant will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

Liability for Errors

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

Agreement with Terms

By submitting a proposal, the consultant agrees to all the terms and conditions of this Request for Proposal. Consultants who have obtained the Request for Proposal electronically must not alter any portion of the document, with the exception of adding the information requested. To do so will invalidate the proposal.

Modification of Terms

The Town reserves the right to modify the terms of the Request for Proposal at any time at its sole discretion.

Ownership of Proposals and Freedom of Information

All documents, including proposals, submitted to the Town become the property of the Town. They will be received and held in confidence by the Town, subject to the provisions of the Freedom of Information and Protection of Privacy Act.

Use of Request for Proposal

This document, or any portion thereof, may not be used for any purpose other than the submission of proposals.

Confidentiality of Information

Information pertaining to the Town obtained by the Consultant as a result of participation in this project is confidential and must not be disclosed without written authorization from the Town.

Registration with Workers' Safety Insurance Board

The Contract shall contain a provision that the Consultant and any approved sub-Consultants must be registered with the Workers' Safety Insurance Board (WSIB), in which case WSIB coverage must be maintained for the duration of the Contract. Prior to receiving any payment, the consultant may be required to submit a WSIB Clearance Letter indicating that all WSIB assessments have been paid.

Employer/Employee Relation

If applicable the employees of the consultant shall be and remain the employees of the consultant which will be solely responsible for the arrangement of relief, substitutions, pay, supervision, discipline, Employment Insurance, Canada Pension, Worker's Safety Insurance, leave, uniform, and all other matters arising out of the relationship between employer and employee.

The employees of the consultant are to be properly dressed and of clean appearance, of good official deportment and of satisfactory physical capacity to perform their duties under any emergency, able to understand, speak and write fluently in the English language and have the ability to perform basic mathematical functions. Employees of the consultant shall be courteous in their relationship with the general public.

The consultant shall not utilize the services of any employee found not to be suitable by the Town for any reason, in the opinion and sole discretion of the Director of Recreation and Culture and/or his designate.

The Town will be responsible for giving instruction with respect to the routine, type, extent and method of execution of duties to be performed.

Business Registration

The successful consultant shall be required to register to conduct business in Ontario.

Purchasing By-law #016-2012

Proposals will be called, received, evaluated, accepted and processed in accordance with the Town's Purchasing Policy. By submitting a proposal for this contract, the consultant agrees to be bound by the terms and conditions of such Policy and any amendments thereto, as fully as if it were incorporated herein.

Laws of Ontario

Any contract resulting from this Request for Proposal will be governed by and will be construed and interpreted in accordance with the laws of the Province of Ontario. The Respondent shall comply with

the relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the works and its performance.

Arbitration

All disputes arising out of or in connection with the Contract must, unless the parties otherwise agree, be referred to and finally resolved by arbitration pursuant to the Commercial Arbitration Act.

Indemnity

The consultant will indemnify and save harmless the Town, its employees and agents from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the Town at any time or times (either before or after the expiration or sooner termination of this contract) where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the consultant or by any servant, employee, officer, director or sub-consultant of the consultant pursuant to the contract excepting always liability arising out of the independent acts of the Town.

Insurance

While the consultant will be responsible for maintaining adequate insurance to cover all claims, such policy shall name the Town thereunder and shall save the Town from all litigation arising from such claims, the consultant shall, at his own expense, maintain the following minimum insurance. Such insurance shall be entirely comprehensive to all phases of the work pertaining to this Request for Proposal.

The Comprehensive Liability Insurance shall not be less than the following:

- Public Liability: \$5,000,000.00 for death or injury to one person and property damage arising from any one accident,
- Professional Liability: \$1,000,000.00, and
- Contingent Liability: To same limits as established to cover the Consultant's direct liability.

The successful consultant shall file with the Clerk's Office a letter from an insurance company(ies) informing the Town that the coverage required by the contract is in effect before the commencement of services and that the policy(ies) of insurance shall not be altered, cancelled or allowed to lapse without 30 days written notice to the Town.

Contract Award

Provided that at least one of the proposals meets the approval of the evaluation committee, a recommendation for award will be made on the basis of the evaluation. The award of the contract is subject to the best value for the Town.

a) On approval of the evaluation of the committee's recommendation by Council, the successful respondent will be required to enter into a formal contract agreement.

b) Written notification to the successful respondent and the issue of a Purchase Order shall result in a binding contract between the Town and the successful respondent unless otherwise stated and will result in the execution of a formal contract agreement.

Contract Administrator

A Contract administrator will be assigned by the Town to oversee the contract awarded to the successful consultant. In addition, the consultant will be expected to name a counterpart project manager. The consultant's project manager will be responsible for providing scheduled status reports to the Contract administrator or designate.

Compliance with Laws

The consultant will give all the notices and obtain all the licenses and permits required to perform the work. The consultant will comply with all laws applicable for performance of the contract.

15.00 GENERAL

- 1) Any potential conflict of interest shall be identified and described in detail. If a conflict of interest does exist, the Town may, at its discretion, withhold the assignment from the consultant until the matter is resolved to the satisfaction of the Town.

If, during the conduct of the assignment, the consultant is retained by another client giving rise to a potential conflict of interest, then the consultant shall so inform the Town and if a significant conflict of interest is deemed to exist by the Town, then the consultant shall:

- i) Refuse the new assignment; OR
 - ii) Take such steps as are necessary to remove the conflict of interest.
- 2) The consultant shall be expected to enter into an agreement with the Town of Cobourg pertaining to the products expected and the total upset cost of the work.
 - 3) The Town of Cobourg will not bear any cost involved in the preparation or submission of proposals received as a result of this Request for Proposal, site inspections, interviews, or any other services that may be requested as part of the evaluation process.
 - 4) All information collected and all sketches, drawings, digital files and documents generated by the study shall become the property of the Town of Cobourg.
 - 5) Revised proposals will not be called if only minor changes are contemplated.
 - 6) The consultant shall be required to assume responsibility for all services offered in their proposal regardless of whether or not the consultant performs them in-house. The consultant shall be totally responsible for the adherence by sub-consultants to all provisions of the contract. The consultant shall be the sole point of contact for contractual matters, including payment of any or all charges resulting from the contract.
 - 7) All consultants will be informed in writing of the results of this Request for Proposals.
 - 8) All proposals submitted in response to this Request for Proposals shall become the property of the Town of Cobourg.
 - 9) The proposal must be signed by the person(s) authorized to sign on behalf of the consultant and to bind the consultant to statements made in response to this Request for Proposal.
 - 10) By submission of a clear and detailed written notice, the consultant may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. By submission of a proposal, the consultant agrees that should its proposal be deemed successful the consultant would enter into a contract with the Town.

- 11) The consultant will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the Town for purposes of clarification.
- 12) In the event the consultant desires to take exception to any of the terms or conditions or items set forth in this Request for Proposals, said exceptions must be clearly identified in the response to the Request for Proposals. Exceptions or deviations must not be added to the Proposal pages, but must be a separate document accompanying the consultant's Proposal.
- 13) While the Town has used considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for consultants. The information is not guaranteed or warranted to be accurate by the Town, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve consultants from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.
- 14) The consultant shall be expected to commence work on this project immediately following receipt of formal notification of award of the project.

16.00 CLARIFICATION OF THIS REQUEST FOR PROPOSAL/CONTACT PERSON

Questions related to this Request for Proposals and/or any matters relating to it shall be directed in writing via e-mail only no later than 2:00pm on April 13, 2018 to:

CONTRACTUAL:

Brent Larmer
 Manager of Legislative Services/Municipal Clerk
 The Corporation of the Town of Cobourg
 55 King Street West
 Cobourg, ON
 K9A 2M2

Phone: 905-372-4301
 Fax: 905-372-1553
blarmer@cobourg.ca

TECHNICAL:

Christopher Elliott
 Manager of Community Services
 The Corporation of the Town of Cobourg
 750 D'Arcy Street
 Cobourg, ON
 K9A 0G1

Phone: 905-372-7371
 Fax: 905-372-0009
celliott@cobourg.ca

All enquiries and responses will be recorded and shall be distributed as an Addendum by either the Municipal Clerk or the Manager of Community Services to all consultants who have completed the "RFP Sign-Out Form" (attached to this RFP as an Appendix) on the Friday of each week leading up to the proposal deadline. Respondents who do not file the RFP Sign-Out Form shall not receive any Addenda and are not entitled to receive any further notifications regarding this Request for Proposal. The submission of an RFP Sign-Out Form is for Addenda notification purposes only and in no way obligates the consultant to submit a proposal in response to this Request for Proposal.

Any information obtained from any source other than the Municipal Clerk or the Manager of Community Services in written format is not official and should not be relied upon. Neither the Town of Cobourg, nor its employees or agents, shall be responsible for any information or instructions provided to the respondent, with the exception of information provided by the Planner I - Culture. The release of general information currently available to the public (on-line or otherwise), such as reports/studies outlined in Section 12.00 and other similar documentation, shall be provided where requested by the

respondent and shall not form part of the record, unless there are specific questions relating to the documentation provided, in which case the above procedure shall be followed.

Respondents are encouraged to report all discrepancies, errors, departures from good practice, and points considered to be ambiguous or conflicting in writing to the Municipal Clerk or Manager of Community Services by 2:00pm on April 13, 2018 so that the Town may issue instructions, clarifications or amendments by Addendum to all respondents who have submitted an RFP Sign-Out Form prior to the closing date.

The Town of Cobourg, without liability, cost or penalty, reserves the right to alter any details in this RFP at any time prior to the closing date. In the event that this RFP is amended via Addendum, the remainder of the RFP that has not been modified shall remain intact and unchanged. Addenda may be required for:

- Corrections to the RFP and related forms;
- Clarification of all or part of the RFP;
- Extension of the submission deadline;
- Retraction or cancellation of the RFP;
- Responses to bidder's questions;
- Other additions to, deletions from or alterations to the requirements contained within the RFP.

Addenda will be made available or sent by the following:

- Electronic mail (e-mail); or
- Facsimile.

Respondents shall acknowledge receipt of each and every Addendum (if applicable) to this RFP solicitation by a written acknowledgement within their proposal submission.

17.00 PROPOSAL DEADLINE

Written proposals will be accepted at the following address until 2:00pm, April 24, 2018:

The Corporation of the Town of Cobourg
c/o Brent Larmer
Manager of Legislative Services/Municipal Clerk
55 King Street West
Cobourg, Ontario
K9A 2M2

Phone: 905-372-4301
Fax: 905-372-1533
E-mail: blarmer@cobourg.ca

Note: Only hard copies will be accepted. Late proposals will not be accepted and will be returned unopened to the Consultant.

APPENDIX "A"

PROPOSAL EVALUATION MATRIX

Unit Points (B)

Unsatisfactory	1-40
Satisfactory	50-60
Good	70-80
Excellent	90-100

No partial points shall be awarded.

ITEM	CRITERIA	ASSIGNED WEIGHT (A)	UNIT POINTS AWARDED (B)	TOTAL POINTS (A X B)	REMARKS
1	Quality of the Proposal <ul style="list-style-type: none"> Compliance with RFP terms of reference Understanding of assignment and tasks required Suitability of proposed work plan to meet RFP Proposal format, organization and quality 	30			
2	Project Team Experience and Qualifications <ul style="list-style-type: none"> Personnel to be assigned to the project (senior staff participation) Proponent's knowledge, skills and expertise Relevant past municipal Waterfront User Needs Assessment and Detailed Design experience Demonstrated communication and presentation skills Satisfactory referrals 	20			
3	Financial <ul style="list-style-type: none"> Appropriate allocation of resources to various tasks and phases to meet RFP requirements 	20			
4	Project Management <ul style="list-style-type: none"> Capacity of the proponent to undertake this assignment effectively and work within the RFP guidelines Proposed timelines and schedule 	15			
5	Public Participation / Consultation Component / Stakeholder Management <ul style="list-style-type: none"> Proposed methods for engaging public Demonstrated strong facilitation skills in leading successful public consultation programs 	15			
	TOTAL	100			