



INVITATION TO PROVIDE A QUOTATION

TOWN OF COBOURG COUNCIL TERM 2022 - 2026 STRATEGIC PLAN

ISSUE DATE: Friday, March 31, 2023
CLOSING DATE: Tuesday, April 25, 2023

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

Attention:
Ms. Tracey Vaughan, Chief Administrative Officer
Office of the CAO
(905) 372-4301 x 4100

(E-mail): tvaughan@cobourg.ca

1.0 BACKGROUND

Cobourg is a lakeside community located on Highway 401 on the north shore of Lake Ontario halfway between Toronto and Kingston. Cobourg is the largest town in Northumberland County, is the seat of Northumberland County, and has been recognized by MoneySense Magazine as “One of Canada’s Best Places to Live” in populations under 25,000.

Founded in 1798, we are rich in heritage and personified by our historic downtown. We retain our small-town atmosphere with a downtown that is reflective of a traditional small-town main street. Victoria Hall, our Town Hall was completed in 1860, and is a National Historic Site of Canada.

We are Ontario’s “Feel Good Town” with several parks and green spaces for passive and active recreation and Cobourg’s beach, Victoria Park Beach, which is used by residents and visitors year-round for a variety of recreational and social events and activities and is a key component of our Town’s identify.

The Town of Cobourg is inviting proposals from consultants to develop a Strategic Plan for the Council Term 2022-2026.

The Strategic Plan shall serve as a guiding document for senior staff and Council. The goal is to develop a concise, visually appealing document that clearly articulates the community’s vision and key priorities over the Council term.

The key outcomes of the Plan are to:

- Provide a clear vision for the organization, its mission, core values and guiding principles that will inform strategic initiatives and actions.
- Develop a concise, virtually appealing strategic planning document that articulates the Town’s strategic directives.
- Establish specific objectives which are realistic and achievable.

2.0 SCOPE OF WORK

The successful consultant will provide the following components:

- Carry out an examination of matters relating to the future success of the Town.
- Coordinate and facilitate a consultation process which includes input from Council, staff, residents and key stakeholders. The consultation program may incorporate various approaches and could include meetings with key stakeholders and public open house(s) and would include consultation sessions with the Town Council and senior staff.
- Include a presentation of the draft Strategic Plan to Council and senior staff. A presentation of the completed plan to Council and senior staff.
- Conduct a SWOT analysis to identify the Town’s strengths, weakness, opportunities and threats.
- Prepare a draft plan based on information gathered from the consultations for Council to review and approve.

The final Council Term Strategic Plan for 2022 - 2026 will include the following:

1. Updated Town Vision, Mission Statement, Values and Strategic goals.
2. Realistic, attainable key activities to achieve strategic vision and goals.
3. A list of strategic issues relevant to the Town.
4. Recommendation for key performance measurement tools to be used during implementation phase.
5. Communication and marketing strategies to be used during implementation phase.
6. Any other relevant information.
7. The document should be professionally prepared using appropriate marketing/design technology.

3.00 QUOTE REQUIREMENTS

Quotes shall contain the following information:

- The respondent must submit electronic copies (paper copy is optional). Quotes are to be clearly marked with the title (see cover).
- Breakdown of costing should include hourly rate and estimated hours to complete the tasks as outlined under Scope of Work. Identify extra costs/incidentals associated to complete plan.

4.0 MARKETING CRITERIA

1. RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP.

Category	Evaluation Criteria	Weighting
Experience, Reputation and Resources	The Evaluation Team will consider the proponents demonstrated experience on similar engagements, key personnel and references where applicable. Proponents should include the features of their services that give them a competitive advantage and include the level of staff certification. Preference will be given to Proponents who demonstrate existing knowledge and experience.	45%
Quality and Completeness of Proposal	The evaluation team will consider the Proposal's completeness. The presentation and ease of understanding will be evaluated. The ability to directly tie the Proposal back to the RFP's requirements will be ranked more favorably.	5%
Workplan and Timelines	The Proposal should include narrative that illustrates an understanding of the Town's requirements and Services. The Evaluation Team will consider the general approach and methodology that the Proponent would take in performing the services. The Proposal narrative should include how the Proponent will complete the scope of Services, manage the Services, and accomplish the required objectives with the Town's schedule as well as include a description of the standards to be met and evaluated in the deliverable.	20%

	Proponents shall provide a schedule of activities and associated costs over the proposed period of the engagement.	
Financial	The total proposed pricing shall be inclusive, including but not limited to, mileage, disbursements, and travel time along with all works as described within the RFP document. It is acknowledged that some services will be subject to payment of HST, however, HST is not to be shown in any of the pricing herein. The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.	30%
	Total	100%

5.00 VENDOR EVALUATION AND SELECTION

- The Town of Cobourg uses a value-based approach and will evaluate each proposal based on its own merit. 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 review and selection of a proposal(s) will be conducted by the Chief Administrative Officer, Treasurer, and Municipal Clerk Team and the Mayor and Deputy Mayor. The evaluation will be based on the prescribed criteria, but not solely limited thereto, and any other relevant information provided by the Vendor(s). The Town reserves the right to prioritize and weight the importance of each criterion confidentially.

6.00 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 products or services. The Town will be under no obligation to receive further information, whether written or oral, from any Proponent.
- 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 Proponents 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 Proponent of the acceptance of its proposal by the Town and the subsequent issuance of a purchase order or acceptance letter constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

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 Proponents. 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 Proponents 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 Proponent agrees to all the terms and conditions of this Request for Proposal. Proponents 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*. The final Heritage Master Plan produced will become the property of the Town and may be modified or copied by the Town.

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 Proponent 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 Vendor and any approved sub-Vendors 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 Vendor 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 Vendor shall be and remain the employees of the Vendor 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 Vendor 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 Vendor shall be courteous in their relationship with the general public.

The Proponent 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 Planning and Development 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 Proponent is required to be registered 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 Proponent agrees to be bound by the terms and conditions of such Policy and any amendments thereto, as fully as if it were incorporated herein.

Federal and Provincial Statutes

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 Vendor 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 Vendor or by any servant, employee, officer, director or sub-Vendor of the Vendor pursuant to the Contract excepting always liability arising out of the independent acts of the Town.

Insurance

Comprehensive Liability Insurance shall not be less than the following:

- Public Liability: \$2,000,000.00 for death or injury to one person and property damage arising from any one accident, and
- Contingent Liability: To same limits as established to cover the Proponent's direct liability.

If requested by the Town, the successful proponent 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 received 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 and issuance of a purchase order or acceptance letter, the Successful Respondent will carry out the work as described in the proposal.
- 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 a Town staff member assigned by the Town to oversee the Contract and payment certification for the project. In addition, the Vendor will be expected to name a counterpart project manager. The Vendor's project manager will be responsible for providing scheduled status reports to the Town Contract Administrator.

Compliance with Laws

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

8.00 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 Vendor until the matter is resolved to the satisfaction of the Town.
If, during the conduct of the assignment, the Vendor is retained by another client giving rise to a potential conflict of interest, then the Vendor shall so inform the Town and if a significant conflict of interest is deemed to exist by the Town, then the Vendor shall:
 - i. refuse the new assignment; OR
 - ii. take such steps as are necessary to remove the conflict of interest.
2. The Vendor shall be expected to enter into an agreement with the Town of Cobourg pertaining to the products or services 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 proposal shall become the property of the Town of Cobourg.
5. Revised proposals will not be called if only minor changes are contemplated.
6. The Vendor shall be required to assume responsibility for all products and services offered in their proposal regardless of whether or not the Vendor performs them in-house. The Vendor shall be totally responsible for the adherence by sub-Vendors to all provisions of the contract.
The Vendor shall be the sole point of contact for contractual matters, including payment of any or all charges resulting from the contract.
7. The successful Vendors 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. An electronic communication from the person(s) authorized to sign on behalf of the Vendor and to bind the Vendor to statements made in response to this Request for Proposal will be considered as valid as an original signature.
10. By submission of a clear and detailed written (including electronic) notice, the Vendor 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 Vendor agrees that should its proposal be deemed successful the Vendor would enter into a Contract with the Town.
11. The Vendor 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 Vendor 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 Vendor's Proposal.
13. The Vendor shall be expected to commence work on this project immediately following receipt of formal notification of award of the project and adhere to timelines as submitted.

9.00 CLARIFICATION OF THIS REQUEST FOR QUOTATION/CONTACT PERSON

Questions related to this Request for Quotation and/or any matters relating to it shall be directed **in writing via e-mail only no later than April 18, 2023** to:

Tracey Vaughan
Chief Administrative Officer
55 King Street West
Cobourg, ON K9A 2M2
tvaughan@cobourg.ca

All enquiries and responses will be recorded and shall be distributed by email as an Addendum by the Communications Manager to all proponents who have been invited to quote. Addendums will be issued on the Friday of each week leading up to the proposal deadline.

Any information obtained from any source other than the Town of Cobourg 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 Town of Cobourg.

Respondents are encouraged to report all discrepancies, errors, departures from good practice, and points considered to be ambiguous or conflicting in writing to the Chief Administrative Officer **by 2:00 p.m. on April 18, 2023** so that the Town may issue instructions, clarifications or amendments by Addendum to all respondents who were invited to bid.

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

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

Addenda will be made available or sent by the following:

- Electronic mail (e-mail)

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

10.00 QUOTATION DEADLINE

Written and electronic proposals will be accepted by email and/or at the following address until **2:00 p.m., April 25, 2023:**

Tracey Vaughan
Chief Administrative Officer
55 King Street West
Cobourg, ON K9A 2M2
tvaughan@cobourg.ca

Phone: 905-372-4301 x 4100

E-mail: tvaughan@cobourg.ca

Note: Late proposals will not be accepted.