



**REQUEST FOR PROPOSAL  
FINAL DEC/2016**

**SUSTAINABLE NEIGHBOURHOOD MASTER PLAN  
& IMPLEMENTING SECONDARY PLAN/ZONING BY-LAW  
FOR THE TANNERY DISTRICT**

(RFP No. CO-16-24)

**for the  
Town of Cobourg**

**ISSUE DATE: December 20, 2016**

**CLOSING: January 24, 2017 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:** Lorraine Brace  
Manager of Legislative Services/Municipal Clerk  
(Ph): (905) 372-1005  
(Fax): (905) 372-1553  
(E-mail): [lbrace@cobourg.ca](mailto:lbrace@cobourg.ca)



**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 – 16 -- 24
TENDER BID NAME:	Sustainable Neighbourhood Master Plan & Implementing Secondary Plan and Zoning By-law for the Tannery District
CLOSING DATE:	Tuesday, January 24, 2017
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.”

## 1.0 BACKGROUND

The Town of Cobourg is a community of approximately 19,000 people located on the north shore of Lake Ontario approximately half way between Toronto and Kingston. Cobourg is rich in history and heritage, featuring architectural splendor dating back to the 1800s. The Town has fostered the preservation of its cultural heritage past through the implementation of four (4) Heritage Conservation Districts, plus many individually designated properties. Cobourg also enjoys a bustling, pedestrian-friendly downtown and world-renowned lakefront park, beach and full-service marina.

With our proximity to the Greater Toronto Area (GTA) and 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 approximately 26,000 people by the year 2036.

The Town of Cobourg's Strategic Plan (2015-2018) includes a vision for our community: *“Cobourg...a progressive, vibrant lakeside community, honouring our past and embracing our future”*. The Plan's supporting objectives of this vision includes a commitment to managing sustainable growth and development and promoting diverse economic development opportunities. Brownfield re-development, in particular the Tannery District lands, and downtown vitalization form key strategic actions of the Plan.

The Town of Cobourg's Official Plan contains a Sustainability Strategy with policies which reflect the principle of sustainable development – *“development that meets the needs of the present without compromising the ability of future generations to meet their own needs”*.<sup>1</sup> The Official Plan promotes sustainable development and conservation with a goal to: reduce the consumption of energy, land and other non-renewable resources, including energy efficient building and co-generation; minimize the waste of materials, water and other limited resources; create livable, healthy and productive environments; and, reduce greenhouse gas emissions.

## 2.0 PURPOSE OF RFP

The Town of Cobourg is seeking qualified professionals to develop a comprehensive Sustainable Neighbourhood Master Plan & Implementing Secondary Plan and Zoning By-law (hereinafter called the “Sustainable Neighbourhood Master Plan”) for the 12 ha (30 ac) area of land known as the “Tannery District” – refer to study area location map in Section 3.0 Study Area.

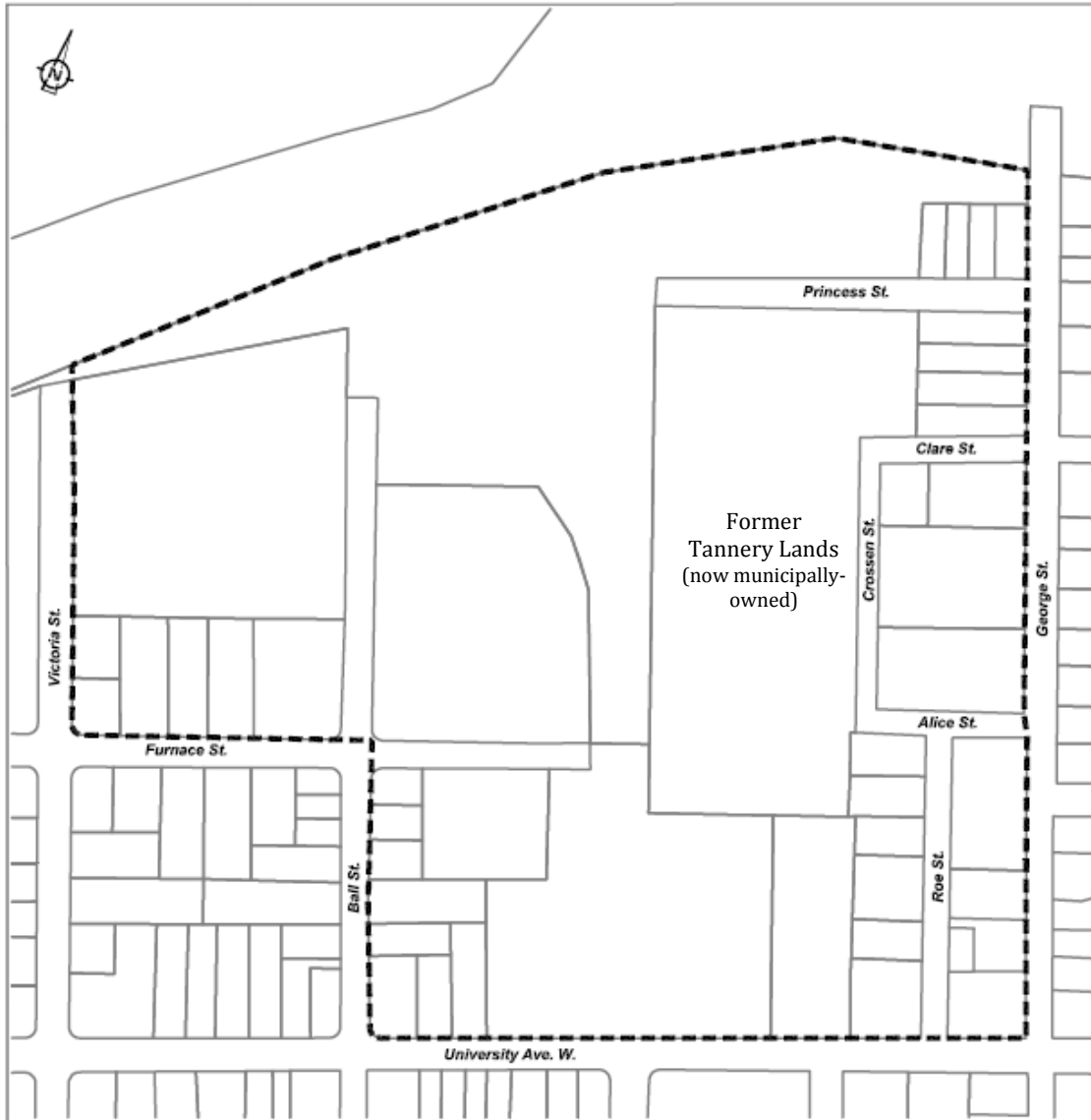
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<sup>1</sup> The Brundtland Commission, 1987

### 3.0 STUDY AREA

The focus of the project will be on the ‘primary study area’ as identified on the location map below, however the Sustainable Neighbourhood Master Plan shall also consider relevant additional lands outside of the primary study area. This “contextual area of influence” will form an important component of the study process and will examine inter-relationships and linkages between other neighbourhoods and destinations in the community (ie. downtown, waterfront, VIA Station, Midtown Centre, open spaces, etc.), as well as matters such as streetscapes and ‘complete streets’, servicing, land use compatibility, and other important elements that may have an impact on the transformation of the Tannery District into a sustainable neighbourhood.

#### Tannery District Primary Study Area



## **4.0 GOAL, OBJECTIVE AND SCOPE OF WORK**

### **4.1 Goal**

The goal of this project is to develop a comprehensive, over-arching plan to achieve a healthy, vibrant and sustainable neighbourhood in the Tannery District. The Sustainable Neighbourhood Master Plan will build upon the sustainability goals of the Official Plan to establish a long range vision for sustainability and quality of life in the Tannery District and provide a strategic policy, governance and implementation framework to appropriately guide future development and decision-making and, ultimately, facilitate the revitalization of the Tannery District into a model sustainable neighbourhood.

### **4.2 Objective**

The primary objective of this project is to develop a long range Sustainable Neighbourhood Master Plan for the Tannery District which is on the “cutting edge” of sustainability. In regards to the key objectives expressed below, sustainability will be considered the top priority of the project. The Town’s first ever Sustainable Neighbourhood Master Plan will integrate four (4) fundamental pillars of sustainability -- society, environment, economy and culture -- into a state-of-the-art long range vision, or blueprint, aimed at promoting and facilitating the sustainable re-development and revitalization of the Tannery District brownfield lands.

In particular, the Sustainable Neighbourhood Master Plan will utilize an innovative and integrated systems approach, complete with extensive public consultation and education, and will focus upon the waste, water, energy, transportation, and brownfields sectors, as well as important planning considerations such as land use mix, density, compatibility, built form, urban design, affordable housing, and heritage conservation. In the preparation of the Plan, consideration shall be given to establishing goals and targets within the context, capability and resources of the Town, the urgent need to address environmental issues including climate change, and the realities of economic and market conditions that may affect the development of the subject lands.

The Sustainable Neighbourhood Master Plan will complement other local initiatives, plans, programs, policies and decision-making frameworks – such as the Official Plan, Downtown Master Plan, Tannery District Community Improvement Plan and Design Charette, Cobourg GHG Emissions Reduction Inventory/Climate Action Plan Ph. 1, Heritage Master Plan, Parks Master Plan and Transportation Master Plan – and will be an important tool in the Town’s implementation “toolbox” for use by the private and public sectors moving forward towards a high quality sustainable neighbourhood.

It is intended that the Town of Cobourg will perform a leadership role in the process and provide dynamic opportunities for broad consultation with the public, landowners, businesses, interest groups and other key stakeholders with a view to creating a Sustainable Neighbourhood Master Plan which is based on community and/or neighbourhood “grass-roots” goals and objectives. The Tannery District Sustainable Neighbourhood Master Plan will be a model by which other communities can emulate.

### 4.3 Scope of Work

In consideration of the above, the Sustainable Neighbourhood Master Plan for the Tannery District will generally focus around the following key priority areas:

- i) ***Sustainable Community Development and Design***
  - The development of a Sustainable Neighbourhood Master Plan for the Tannery District will be an important step in the Town’s movement towards a net-zero carbon, net-zero waste economy, which includes opportunities for renewable energy production, energy conservation strategies and other evolving approaches created as the community reduces greenhouse gases to address climate change.
  - Specifically, the Sustainable Neighbourhood Master Plan will be instrumental in establishing a supportive policy framework and implementation plan for encouraging high quality “green” initiatives in sustainable community planning for the Tannery District. The Sustainable Neighbourhood Master Plan will help demonstrate the next wave in sustainable community-building by using innovative green design and technological solutions to create a new urban neighbourhood that uses less energy, infiltrates more water, has cleaner air, darkens the night sky, and creates less solid waste than other contemporary developments.
  - The development of the Sustainable Neighbourhood Master Plan will consider such high caliber environmentally-friendly initiatives as:
    - ✓ high performance green buildings (ie. LEED, Energy Star, etc.);
    - ✓ alternative clean energy systems, including solar PV, district energy, geothermal, wind and measures designed to optimize energy efficiency and conservation;
    - ✓ alternative transportation methods, including walking, cycling, green vehicles and charging stations, and transit;

- ✓ the use of Low Impact Development (LID) techniques and other innovative methods for reducing, conserving and/or managing water, waste-water and waste and improving efficiencies;
  - ✓ the use of smart technology and connected digital systems;
  - ✓ creative food systems and food production opportunities, such as community gardens, roof gardens, farmer’s markets and 100 km diets;
  - ✓ sustainable landscapes (ie. SITES) and improved natural ecosystems and biodiversity; and,
  - ✓ economic vibrancy.
- The promotion of recognized sustainable standards, such as Leadership in Energy and Environmental Design (LEED), One Planet Living, Sustainable SITES Initiative, Smart Growth and/or other innovative sustainability programs and frameworks, are integral components of the project, along with appropriate implementation action, monitoring and reporting measures.
  - The preparation of the Sustainable Neighbourhood Master Plan will include the review and analysis of sustainable neighbourhood plans elsewhere in Canada and internationally, including such projects as: Perthworks (Perth, Ontario); Equilibrium Communities (ie. Ty-Histanis – Vancouver Island, Station Pointe – Edmonton, Regent Park – Toronto, Ampersand – Ottawa); Dockside Green (Victoria); Domtar/Zibi (Ottawa); Vauban (Freiberg, Germany); and, Vastra Hamnen (Malmo, Sweden).
  - The Sustainable Neighbourhood Master Plan will complement and advance the Town of Cobourg Climate Action Plan to reflect the current science on climate change, and complement the Official Plan, Urban & Landscape Design Guidelines, Downtown Master Plan, Heritage Master Plan, as well as other important plans and policies, and serve as an important pre-cursor to the Town’s upcoming Integrated Community Sustainability Planning process.

**ii) *Brownfield Remediation & Re-development***

- The Tannery District contains a number of sites which are being used, or have been used, for industrial or commercial purposes and may be contaminated. The Sustainable Neighbourhood Master Plan will develop a strategic action plan which, when used in conjunction with the Tannery

District Community Improvement Plan (CIP), will encourage redevelopment and intensification of brownfield lands within the District, efficiently use existing infrastructure, and stimulate neighbourhood rejuvenation in accordance with provincial and local requirements.

**iii) *Affordable Housing***

- A detailed policy framework and/or implementation plan pertaining to affordable housing is required which will ensure that a wide range of options are available within the Tannery District to facilitate the provision of housing that meets the needs of all residents regardless of age, income level, ability, culture and family composition.
- Housing types may include single-family houses, townhouses, condominiums, apartments, seniors residences, special needs housing, subsidized housing and emergency shelters. Addressing the housing needs of current residents is as important as planning for the housing needs of future residents and a changing community demographic.

**iv) *Accessibility and Visitability***

- Although the Town of Cobourg has adopted its own Accessibility Standards, the Sustainable Master Plan should reflect and enhance these standards to integrate accessibility and visitability into the development planning process for the Tannery District.

**v) *Intensification***

- In light of the directives of the Provincial Policy Statement (PPS) and Growth Plan and the subsequent pressures for intensification in the built up areas of the community, it will be important to ensure that there is appropriate policy direction in the Sustainable Neighbourhood Master Plan to guide new development within the Tannery District while ensuring compatibility with the existing built-up area, and maintain consistency with the PPS and Growth Plan.
- Accordingly, a review of current and future market conditions and growth trends should be conducted and detailed policies developed to consider re-development potential of the area within the context of the surrounding



neighbourhood, Downtown and the greater community, and include such matters as land use mix and compatibility, building height and massing, development density, buffering, urban design requirements, open spaces/amenity areas, and economic and market considerations.

**vi) Heritage Conservation**

- The Tannery District and surrounding lands include properties which are formally designated or have cultural/historical value (but are not designated) under the Ontario Heritage Act. Section 2.6 of the 2005 PPS specifies that significant built heritage resources and cultural heritage landscapes “*shall be conserved*”, and that new development adjacent to protected heritage properties must be assessed to ensure that impacts are minimized.
- The Town has recently approved a Heritage Master Plan and implementing Heritage Conservation District Plans for the ‘Olde Towne’ core of the community, including portions of the Tannery District, and the Sustainable Neighbourhood Master Plan will need to respect its strategic direction for heritage conservation and planning in the community as it applies to the Tannery District.

**vii) Urban Design**

- There will be an emphasis on high quality urban design within the public and private realm. The Sustainable Neighbourhood Master Plan will provide a detailed framework of guidelines and associated images to assist in the implementation of the Master Plan’s vision and ensure that the design of new developments and open spaces meet a high level of creativity and excellence in keeping with the character of the community and surrounding neighbourhood. The use of digital 3D modeling and other visual representations are integral components of this framework.

**viii) Public & Private Open Spaces**

- The Sustainable Neighbourhood Master Plan will investigate opportunities for a range of active and passive recreation facilities to serve the needs of the Tannery District and surrounding neighbourhoods. In particular, a new “village square” should be integrated into the centre of the neighbourhood

as a public focal point for the Tannery District in accordance with the Tannery District Design Charette Summary Report, as well as community gardens and interpretive areas.

- As both a neighbourhood and a destination, the Tannery District shall benefit from strong connections to the Downtown and the greater community with the use of multiple modes of transportation and effective linkages. The road network forms part of the open space system and, therefore, the concept of “complete streets” and the use of green street treatment, enhanced landscaping and active transportation elements shall be important components of the Sustainable Neighbourhood Master Plan.
- The Sustainable Neighbourhood Master Plan will also explore innovative techniques aimed at integrating green technology and infrastructure (ie. LID) within the open space system, as well as art.

**ix) *Functional Servicing & Infrastructure***

- An analysis of the existing servicing capability of the subject lands will need to be undertaken to determine opportunities and constraints associated with sustainable infrastructure, particularly with regards to: alternative energy systems such as solar, wind, co-generation, biomass, geothermal, district energy and community storage; sustainable water conservation and management measures such as Low Impact Development (LID); and innovative waste management techniques such as recycling, composting, and vacuum systems.

**x) *Transportation & Mobility***

- The Sustainable Neighbourhood Master Plan shall examine the transportation system within and abutting the subject lands and provide recommendations for establishing a multi-modal transportation network to provide options for improving accessibility, mobility, choice and safety. Additionally, the proximity of the Tannery District to the VIA Rail station, Downtown, shopping areas, and community facilities, such as the Library, emphasizes the need for a variety of transportation options for enhanced connectivity.

***xi) Social & Cultural Well-Being***

- The Sustainable Neighbourhood Master Plan shall promote a culture of community identity, stewardship and engagement across all demographic sectors to enhance the quality of life and well-being of citizens within the Tannery District and the community as a whole.

***xii) Implementation & Governance***

- The preparation of an Implementation Plan, including short, medium and long term goals and actions, governance (ie. roles and responsibilities, decision-making, community engagement), and a performance management/measurement program, including such tools as Key Performance Indicators (KPI), Triple Bottom Line (TBL) and/or similar measurement mechanisms, will be critical components of the ongoing operation and performance of the Sustainable Neighbourhood Master Plan. New development in the Tannery District is likely to occur in stages, and certain designs and sustainable elements may not be fully achievable in the short term. Thus, the Implementation Plan shall prescribe transitional provisions associated with phased-in or interim development proposals, the staging of sustainable infrastructure and features, and the facilitation of logical and orderly development patterns over the long term.

**5.0 PROPOSED WORKPLAN**

The process for the development of the Sustainable Neighbourhood Master Plan shall be undertaken in three (3) major phases, although this is simply a guide and the exact workplan may be subject to refinement based on submissions received and further discussions with the Consultant. A general overview of the stages is outlined below:

**Phase 1 – Data Collection and Background Review**

The Data Collection and Background Review stage will consist of collecting and reviewing all relevant existing background information, including relevant provincial, county and local policies, plans and regulations, and undertaking appropriate initial consultations with interested stakeholders. The Town of Cobourg has already undertaken some work specifically relating to the Subject Lands, including:

- Tannery District Community Improvement Plan (CIP) and Background Report, 2009;

- Tannery District Design Charette Summary, 2009;

Other related studies and reports that have been prepared or are in process are outlined in Section 14.0 Summary of Available Municipal Resources.

This process will culminate with the preparation of a ***Phase 1 Discussion Paper and/or Background Report*** which will provide a concise inventory of available data and input received, and outline/confirm the common issues, trends, facts, assumptions, opportunities and constraints affecting the planning environment relative to the Tannery District and surrounding neighbourhoods. Issues may be refined, or additional issues may be identified, based on this review process, including the challenges in achieving the objectives expressed above while prioritizing sustainability.

The background documentation will be made available to Council, the public, agencies and other stakeholders for review and comment. It is expected that at least one (1) public forum (open house, workshop, etc.) will occur during this Phase.

### **Phase 2: Policy Formulation**

This stage will involve an appropriate analysis on key subjects identified during Phase 1, which will form the basis for the preparation of a draft strategic policy framework for the Tannery District.

***A Phase 2 Policy Directions Report and Draft Sustainable Master Plan & Implementing Secondary Plan/Zoning By-law*** will be prepared which outlines the policy options and recommendations for consideration. Any supporting studies and/or reports will be incorporated into the Report as Appendices. A public consultation process will be conducted within this Phase to inform the stakeholders of the information and seek further input.

A comprehensive strategic policy and urban design framework shall be prepared for the Tannery District, which will include:

- a sustainability strategy & guidelines;
- urban design, built form & land use compatibility guidelines;
- heritage conservation guidelines;
- streetscape and public realm standards;
- affordable housing standards;
- integrated accessibility standards;
- brownfield remediation and re-development strategy;

- servicing options;
- transportation network recommendations;
- desired conditions for residential, non-residential, mixed uses and open spaces at a pedestrian scale; and,
- a draft Implementation Plan.

As part of this phase, a draft Visionary Concept Plan and 3D digital model shall be developed utilizing these standards to illustrate the future vision for the Tannery District. Additionally, a draft Implementation Plan will be prepared as described in Section 4.3 xii) Implementation & Governance.

### **Phase 3 - The Sustainable Neighbourhood Master Plan & Implementing Secondary Plan/Zoning By-law**

The final phase will see the refinement of the draft Sustainable Neighbourhood Master Plan and Implementing Secondary Plan/Zoning By-law. This will include the production of a one-stop comprehensive master planning document that clearly articulates the vision, goals, and future character and design for the sustainable redevelopment and revitalization of the Tannery District. The Sustainable Neighbourhood Master Plan shall include a comprehensive set of performance tools as part of the final Implementation Plan which is intended to monitor and measure progress and success in implementing the sustainable objectives of the Plan.

The Sustainable Neighbourhood Master Plan and Implementing Secondary Plan/Zoning By-law will provide the strategic guidance required for major development and intensification in the District in a sustainable manner. This process will also see the creation of a draft Amendment (a Secondary Plan) to the Official Plan for consideration by the Steering Committee and Council. A formal public meeting under the Planning Act will be convened by Council to review the final Amendment.

*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 and compile a team and propose a work plan that achieves the purpose and objectives of the project.*

## **6.0 STAKEHOLDER CONSULTATION & COMMUNICATION**

Public and other stakeholder involvement is key to the success of this project. The Consultant shall design a formal community consultation and communication program which outlines the method(s) and tools proposed for engaging stakeholders in the community and maximizing 2-way communication at each phase of the project, including but not limited to public meetings, interactive workshops, working groups, newsletters, surveys, notices, web materials, enhanced social media, and mail/hand-

outs. The lead consultant shall be responsible for scheduling of 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.

At least three (3) meetings/sessions open to the general public are to be held (including the statutory Planning Act public meeting). In addition, meetings shall be held with key stakeholders, including the Project Steering Committee, municipal Departmental staff, municipal Advisory Committees, public agencies, community interest groups, businesses and landowners. Written briefs and other documentation shall be encouraged and accepted by the Consulting Firm.

Cobourg Municipal Council shall be involved at every stage of the project, and shall be kept informed as the Sustainable Neighbourhood Master Plan progresses. It is expected that Council will be informed in a timely manner with presentations allowing sufficient time for requested revisions before project deadlines are reached.

**7.0 SCHEDULE**

It is expected that the Tannery District Sustainable Neighbourhood Master Plan & Secondary Plan will be completed no later than **Spring 2018**. It is anticipated that the Master Plan process will generally adhere to the three phases of the work plan outlined in Section 2.00 of this Request for Proposals. The Consultant shall propose a schedule/timeline for the completion of the various stages of the work plan. The schedule shall include the following key milestones of the various stages of the work plan, and shall allow for the completion of the project no later than the above deadline. In addition to the milestones outlined in the chart below, regular meetings with the Project Steering Committee and updates to Council are expected. A Gantt chart shall be included with the Proposal to illustrate the proposed schedule.

<b><u>Phase 1 – Background Review</u></b>
Project Initiation and Public Notification
Stakeholder Consultation & Background Research
Public Open House #1
Report to Project Steering Committee
<b><u>Phase 2 – Policy Formulation</u></b>
Future Directions & Policy Development
Develop draft Sustainable Neighbourhood Master Plan & implementing Secondary Plan/Zoning By-law
Develop draft 3D model for the Tannery District
Stakeholder Consultation & Public Open House #2
Report to Project Steering Committee
Report to Council

<b><u>Phase 3 – Master Plan/Secondary Plan</u></b>
Finalize Sustainable Neighbourhood Master Plan & implementing Secondary Plan/Zoning By-law
Refine 3D Model for the Tannery District
Report to Project Steering Committee
Statutory Public Meeting & Presentation to Council
Adoption of Sustainable Neighbourhood Master Plan & implementing Secondary Plan/Zoning By-law

## 8.0 BUDGET

The upset limit of the budget for this project is **\$100,000.00**, excluding hst, with 50% being funded by the Town of Cobourg and 50% being funded by an external funding agency, such as the Federation of Canadian Municipalities' Green Municipal Fund. In addition, the lowest or any tender may not necessarily be accepted by the Town of Cobourg.

The Consultant shall supply a detailed task list, itemized cost estimate, work plan, and 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, but excluding HST. 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 Team Project Leader 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. If the Consultant determines that this target cannot be met at any time prior to or during the project work, the Consultant shall advise the Town within 48 hours of such determination and shall not undertake any work that would cause the budget to be exceeded without written permission from the Town of Cobourg.

The proposed budget shall include the organization and attendance at all required stakeholder and public consultations, public meetings and open houses, technical and steering committee meetings, and presentations to Council.

## 9.0 DELIVERABLES

All reports will be delivered in the following format:

- 15 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.) All documents must be editable, modifiable, and may be duplicated by the Town; and
- 1 CD copy of 3D model. Model must be editable, modifiable, and may be duplicated by the Town.

All of the documents shall be prepared in a format which will enable them to be placed on the municipal website. In addition, it is expected that newsletters, notices, brochures, and other forms of communication will be required to inform the public and stakeholders, which shall be prepared in full colour, and that presentations shall be provided in PowerPoint format together with display boards wherever possible.

## **10.0 PROJECT ADMINISTRATION**

The Planning & Sustainability Advisory Committee (PSAC) will act as the Steering Committee for this project, and the Director of Planning & Development will be the Project Co-ordinator. The Project Coordinator will provide the Consultant with relevant resource materials, including related studies, policies and reports, and key stakeholder/interest group contact lists. Other municipal Departmental staff, including the Development Review Team (DRT), are available to assist and provide input where required. The Consultant may wish to establish one or more Technical Working/Advisory Groups to accommodate a wider cross-section of the community, such as municipal advisory committees, technical staff, public agencies, and community groups. Alternative or innovative approaches to the administration of the project, based on best practices or otherwise, will be entertained.

The Project Coordinator and the Steering Committee will meet with the Consultant at the outset to define and approve the work plan, and regularly thereafter to monitor and review progress and to provide direction and input as required. The Steering Committee shall review all draft Reports and associated documentation to ensure compliance with the RFP prior to a recommendation and final deliverables being brought forward to Cobourg Municipal Council.

## **11.0 PROPOSAL REQUIREMENTS**

Written proposal documents 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 and Gantt chart, 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. If the Consultant feels it is advisable to perform additional work at the proposal stage, the nature, extent and estimated cost of such work shall be identified separately;
- A listing of all consulting team members, complete with their qualifications, experience and applicable skills, particularly with respect to sustainable development and master planning. The Project Lead must be identified in the Proposal;
- 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; and
- A list of three (3) client references in respect of 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).

## **12.0 CONSULTANT EXPECTATIONS**

While the Consultant will work with the Steering Committee in compiling and reviewing 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 Departmental staff or other inputs. The documentation arising out of the Tannery District Sustainable Neighbourhood Master Plan process shall be consistent with best practices in sustainable development and master planning and shall be consistent with/conform to all applicable Provincial and municipal legislation and policies, such as the Planning Act, Provincial Policy Statement (PPS), Growth Plan for the Greater Golden Horseshoe, County of Northumberland Official Plan, Town of Cobourg Official Plan, Heritage Master Plan/George Street Heritage Conservation District, Zoning By-law and Urban and Landscape Design Guidelines.

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, in electronic form, and the Town shall have the right to reproduce further copies.

### **13.0 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 **Appendix A** attached 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 review and selection of a proposal(s) will be conducted by the Co-ordinator of Planning & Development on Council, the Chair of the PSAC, the Project Co-ordinator and the CAO for the Town of Cobourg, or an appointed designate(s). 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 proponents may be short listed for interviews at the discretion of the Town.

### **14.0 SUMMARY OF AVAILABLE MUNICIPAL RESOURCES**

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

- Official Plan, 2002 approved and 2010 adopted;
- Comprehensive Zoning By-law, 2003 (update underway);
- Urban and Landscape Design Guidelines, 2010;
- Tannery District Background Study & Community Improvement Plan (CIP), 2009;
- Tannery District Urban Design Charette, 2009;
- Downtown Vitalization Action Plan, 2013;
- Downtown Master Plan, 2016;

- Downtown Cobourg Vitalization Community Improvement Plan, 2016
- Heritage Master Plan & HCD Plans, 2016;
- Heritage Incentive Programs / A.C.O. Grant Program;
- Guidelines for Infill Development (to be incorporated into the Heritage Master Plan);
- GHG Emissions Reduction Inventory/Climate Action Plan Ph. 1, 2010;
- Parks Master Plan, 2013;
- Parks & Recreation Strategy and Implementation Plan, 2016;
- Transportation Master Plan, 2011;
- Town of Cobourg Corporate Strategic Plan, 2015-2018;
- Sketch-up 3D Model of the downtown;
- GIS and aerial imagery via Cobourg Geomatics Department.

#### **15.0 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.

## 16.0 TERMS AND CONDITIONS

The following terms and conditions are deemed accepted by all submitters of Proposals in response to this RFP and are deemed incorporated into every contract resulting from this RFP:

### 1. Improper Delivery

Electronic, telegraphic, telephone, or facsimile submissions in response to this RFP will not be accepted. Late submissions in response will also not be accepted.

### 2. Signing Requirements

Submissions that are not signed will be rejected. Signing of submissions shall be in the form set out in Part D: Irrevocable Offer which shall be attached to the Proposal. If the submitter of a Proposal is an incorporated company, the Proposal must be executed by the signing officer(s) of the company with the company seal placed beside the signature(s). If the submitter of a Proposal is not an incorporated company, the submitter of a Proposal should sign his or her own name in the presence of a witness who should sign beside the submitter of a Proposal's name.

### 3. Applicable Law

This RFP, each submission and the Project itself are each subject to the provisions of all applicable law, including:

- The Municipal Freedom of Information and Privacy Act, RSO 1990, c. M54
- The Occupational Health and Safety Act, R.S.O. 1990, c.O.1. Each Proponent warrants that they have the experience training and equipment to ensure all work performed under the contract is done safely and in accordance with all applicable health and safety legislation and that they have control over the workplace and are fully responsible for the health and safety of all employees and others present on the site. Each Proponent also acknowledges that the Town is relying on this warranty in its decision to award the contract to the Proponent.

- Integrated Accessibility Standards, Ontario Regulation 191/11 made under the Accessibility for Ontarians with Disabilities Act, 2005, section 5 of which regulation states:

*"...designated public sector organizations shall incorporate accessibility criteria and features when procuring or acquiring goods, services or facilities,"*

- Accessibility Standards for Customer Service, Ontario Regulation 429/07 made under the Accessibility for Ontarians with Disabilities Act, 2005 applies to provision of goods and services on and after January 1, 2012.

This RFP, each submission and the Project itself are also each subject to the provisions of the Purchasing Bylaw of the Corporation of the Town of Cobourg as amended.

### 4. Town not liable for RFP costs

The Corporation of the Town of Cobourg is not liable for any costs incurred by the submitter of a Proposal in responding to this “Request for Proposal” other than those as outlined in this document.

## **5. Required Warranties**

Each submitter of a Proposal is deemed to expressly declare and warrant in the Proposal that:

- i. the prices in this Proposal have been arrived at independently from those of any other submitter of a Proposal,
- ii. the prices in this Proposal have not been knowingly disclosed by the submitter of a Proposal, and will not knowingly be disclosed by the submitter of a Proposal prior to award, directly or indirectly, to any other submitter of a Proposal or competitor,
- iii. no attempt has been made, nor will be made, to induce any other person to submit or not to submit a Proposal for the purpose of restricting competition,
- iv. this Proposal is in all respects fair and without collusion or fraud.
- v. there has been no violation of copyrights or patent rights in manufacturing, producing or selling the materials and/or services shipped or ordered as a result of this Proposal, and the seller agrees to hold the purchaser harmless from any and all liability, loss, expense, action or suit occasioned by any such violation.
- vi. all materials and/or services proposed to be supplied to the Corporation of the Town of Cobourg conform in all respects to the standards set forth by Federal and Provincial agencies.
- vii. The submitter of the Proposal is:
  - a. competent to perform the work described in this RFP [“the work”];
  - b. has the necessary qualifications, including knowledge, skill and experience to perform the work, together with the ability to use those qualifications effectively for that purpose;
  - c. shall supply everything necessary for the performance of the work;
  - d. shall carry out the work in a diligent and efficient manner;
  - e. ensure the work is of proper quality, material and workmanship; is in full conformity with the specifications; and meets all other requirements of this RFP and any subsequent contract.
- viii. The submitter waives all rights of lien which might arise in relation to any contract from this RFP under section 3(1) of the *Repair and Storage Liens Act*, R.S.O. 1990, c. R.25.
- ix. The submitter has and follows a health and safety plan for employees and representatives who will be present on the property of the Corporation of the Town of Cobourg as part of any contract arising from this RFP.

## **6. No Obligation to Contract**

Submissions made in response to this Request for Proposal do not constitute the acceptance of a contract with the Town of Cobourg. Submissions constitute offers which the Town may or may not accept on its sole discretion. The Corporation of the

Town of Cobourg further reserves the right to accept or reject any or all Proposals or parts of Proposals, to order additional units at the price submitted, or to accept any Proposal considered in its best interest, and to request re-Proposals on the required materials and/or services. The Corporation of the Town of Cobourg also reserves the right to waive irregularities and technicalities and to do so in its sole discretion. The Town of Cobourg reserves the right to include consideration of any outstanding claims against or by the Town, any record of poor performance with the Town and the appropriateness of any key personnel in evaluation of any Proposal and to reject any Proposal based on record of past poor quality of service, claims and disputes or difficulties related to proceedings in completed past projects for the Town.

Each submission of a signed Proposal is deemed an irrevocable offer which may be accepted, at the sole option of the Corporation of the Town of Cobourg and after negotiation, only by entering into a formal contract upon such acceptance the terms, responsibilities, and specifications as required by the Corporation of the Town of Cobourg including but not limited to those set out herein. The Town reserves the right to reject an offer to supply goods and services presented in response to the Town's procurement processes where the Town determines that the person making the offer is in any way indebted to the Town and in its sole discretion is of the opinion that it is in the Town's best interests that the offer be rejected.

#### **7. Contract Payments**

Unless otherwise specified, should the Corporation of the Town of Cobourg enter into a contract relating to the Project, it will make payment of accounts within thirty (30) days of either the date on which the materials and/or services have been accepted to the satisfaction of the Corporation of the Town of Cobourg, or the date on which the invoice is received, whichever is later.

#### **8. Limitation of Liability**

Unless otherwise agreed, should the Corporation of the Town of Cobourg enter into a contract relating to the Project, the other contracting party shall agree to hold the Corporation of the Town of Cobourg harmless from any and all liability, claim, (including damages, fines, insurance adjuster's fees and legal costs on a full recovery basis), loss, expense, action or suit arising from the Project. Independent of any steps taken by the Town, it shall be the Contractor's responsibility to investigate and handle any and all third party claims arising from the Project in a professional manner, within 30 days of receipt, and provide a copy of the response to the Town.

Each proponent submitting a proposal in response to this RFP specifically releases the Corporation of the Town of Cobourg, its staff, officers, consultants, agents, Council and councillors from and also specifically waives all liability, loss, expense, action or claim it may have in law or equity arising in any way from processes related to this RFP including but not limited to the award of contract, negotiated terms of contract, reject of proposal, evaluation of proposals, exercise of any privileges pursuant to section C6 above or for any other thing done or not done by the Town or a successful proponent.

## **9. Dispute**

In cases of dispute as to whether or not deliverables meet the requirements of the Corporation of the Town of Cobourg, the decision of such agent as the Corporation of the Town of Cobourg may appoint will be final and binding.

## **10. No Assignment**

Unless otherwise agreed, should the Corporation of the Town of Cobourg enter into a contract relating to the Project, the other contracting party shall not, without the written consent of the Corporation of the Town of Cobourg, assign or subcontract any aspect of the Project or the deliverables.

## **11. Fit for Use**

All things supplied under the Project shall be fit for the use specified in the governing documents whether or not detailed specifications on the various components are not set out in the documents.

## **12. No Implied Waiver**

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to otherwise enforce such provision or to seek damages for the breach thereof.

## **13. Governing Law**

Any submitter of a Proposal, including those outside the Province of Ontario, agrees that the rights of all parties shall be governed by the laws of the Province of Ontario and that the venue for dispute shall be within the Province of Ontario. Proponents must be able to demonstrate their ability to perform the work under the law of the Province of Ontario and provide such security as might be required and enforceable under the law of the Province of Ontario.

## **14. Force Majeur**

Neither party shall be held responsible for any remedy arising from delay or failure to perform obligations under this RFP or the Project when such delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

## **15. Deemed Satisfaction as to Submission**

The submission of a Proposal shall be deemed conclusive proof that the submitter of a Proposal has satisfied itself as to all the requirements set out in the RFP, all the conditions which may be encountered, what materials and/or services he/she will be required to supply, or any other matter which may enter into the carrying out of the Project. No claims will be entertained by the Corporation of the Town of Cobourg based on the assertion by the submitter of a Proposal that it was uninformed as to any of the requirements of the Proposal.

## **16. Default under Project**

In case of a default of performance of the Project, the Corporation of the Town of Cobourg reserves the right to transfer the Project to another source. All additional expenses arising from such transfer will be charged to the original submitter of a Proposal or contractor and are due forthwith.

## **17. Insurance**

Any selected Proponent shall be required to provide Commercial General Liability Insurance, structured on a “per occurrence” basis, and motor vehicle liability, in the amount of no less than five million dollars (\$5,000,000.00). WSIB coverage shall be provided as required by or available under law. Additional insurance may also be required depending on the nature of bids submitted. Policies shall be in a form satisfactory to the Town and shall be kept in full force during the complete period. The Town shall be named as an additional Insured on the Commercial General Liability policy, and any successful Proponent shall provide evidence of all insurance coverages required by completing the Certificate of Insurance (see Attachments) provided by the Town, and if required, proof of WSIB coverage, before the Town shall enter into of a contract in relation to this Request for Proposal.

## **18. Enforcement**

Any successful Proponent will have to enter into a legally binding agreement with the Corporation of the Town of Cobourg. Where any breach of the terms of that agreement should occur, the Town shall review all legal remedies available to it and use any appropriate remedies to protect the interests of the Corporation of the Town of Cobourg including law suit or application before the appropriate court or tribunal. All submitters of Proposals in response to this RFP hereby acknowledge and attorn to the jurisdiction of the choice of the Town of Cobourg in any such legal process.

## **19. Opening Process**

The following processes shall be used when RFP submissions are opened:  
Only the name of each Proponent will be released at the time of opening. The pricing component and the ranking of all accepted submissions may be reported to council.

## **20. Privacy and Freedom of Information**

All submissions and attached materials received in response to this RFP are deemed to be the property of the Town of Cobourg as of the date of their submission except to the extent they are protected as third party material under applicable privacy law. The Municipal Freedom of Information and Protection of Privacy Act (MFIPPA or the Act) applies to all tenders, quotations and Proposals submitted to the Corporation of the Town of Cobourg. Tenders, quotations and Proposals will be received in confidence and are subject to the disclosure requirements of the Act. Pursuant to orders made by the Information and Privacy Commissioner/Ontario, the Town shall not withhold the following information from tenders, quotations or Proposals, if requested through the MFIPPA process by any person or business:



- the cover letter to the tender, quotation, or Proposal;
- the table of contents;
- lists of figures, tables, and appendices; and
- any information regarding the form and structure of a tender, quotation or a Proposal  
(i.e. information which may disclose the manner in which the document is constructed).

Proponents should identify any portions of their Proposal which contain a trade secret, scientific, technical, financial, commercial or labour relations information supplied in confidence and which will cause harm if disclosed. The Town of Cobourg cannot ensure that any given portion of any materials received in response will not be ordered released under MFIPPA.

## **17.0 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) The Consultant shall be expected to commence work on this project immediately following receipt of formal notification of award of the project.

## **18.0 CLARIFICATION OF THIS REQUEST FOR PROPOSAL/CONTACT PERSON**

Respondents are encouraged to submit questions related to this Request For Proposal and report all discrepancies, errors, departures from good practice, and points considered to be ambiguous or conflicting in this RFP **in writing via e-mail by 2:00 pm on January 17, 2017** to:

Glenn McGlashon, MCIP, RPP  
Director of Planning & Development

The Corporation of the Town of Cobourg  
55 King Street West  
Cobourg, Ontario  
K9A 2M2

Phone: 905-372-1005

Fax: 905-372-1533

E-mail: [gmcglashon@cobourg.ca](mailto:gmcglashon@cobourg.ca)

The aforementioned timeline is so that the Town may issue instructions, clarifications or amendments via an Addendum on the Friday prior to the closing date. The Town reserves the right to issue (or not issue) a subsequent Addendum should questions or issues arise following the above date and prior to the closing date.

Any information obtained from any source other than the Director of Planning & Development 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 Director of Planning & Development. The release of general information currently available to the public (on-line or otherwise), such as reports/studies outlined in Section 14.00 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.

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; and
- Other additions to, deletions from or alterations to the requirements contained within the RFP.

Addenda will be made available or sent upon written request by the following method:

- 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.

## **19.0 PROPOSAL DEADLINE**

Written proposals will be accepted at the following address until **2:00 pm, January 24, 2017:**

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

Phone: 905-372-4301  
Fax: 905-372-1533  
E-mail: lbrace@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	1-4
Satisfactory	5-6
Good	7-8
Excellent	9-10

Partial points may or may not be awarded.

ITEM	CRITERIA	ASSIGNED WEIGHT (A)	UNIT POINTS AWARDED (B)	TOTAL POINTS (A X B)	REMARKS
<b>1</b>	<b>Quality of the Proposal</b> <ul style="list-style-type: none"> <li>Compliance with RFP terms of reference</li> <li>Understanding of assignment and tasks required</li> <li>Suitability of proposed work plan to meet RFP</li> <li>Proposal format, organization and quality</li> </ul>	<b>30</b>			
<b>2</b>	<b>Project Team Experience and Qualifications</b> <ul style="list-style-type: none"> <li>Personnel to be assigned to the project (senior staff participation)</li> <li>Proponent's knowledge, skills and expertise</li> <li>Relevant past sustainable development, master plan and land use planning experience</li> <li>Demonstrated communication and presentation skills</li> <li>Satisfactory referrals</li> </ul>	<b>25</b>			
<b>3</b>	<b>Project Management</b> <ul style="list-style-type: none"> <li>Capacity of the proponent to undertake this assignment effectively and work within the RFP guidelines</li> <li>Proposed timelines and schedule</li> </ul>	<b>15</b>			
<b>4</b>	<b>Financial</b> <ul style="list-style-type: none"> <li>Appropriate allocation of resources to various tasks and phases to meet RFP requirements</li> </ul>	<b>15</b>			
<b>5</b>	<b>Public Participation/Consultation/ Stakeholder Engagement</b> <ul style="list-style-type: none"> <li>Proposed methods for engaging public</li> <li>Demonstrated strong facilitation skills in leading successful public consultation programs</li> </ul>	<b>15</b>			
	<b>TOTAL</b>	<b>100</b>			