**THE CORPORATION OF THE TOWN OF COBOURG**



**REQUEST FOR PROPOSAL**

**FOR THE DEVELOPMENT OF AN**

**INTEGRATED COMMUNITY SUSTAINABILITY PLAN (ICSP), GREEN DEVELOPMENT STANDARDS (GDS) AND FCM FEASIBILITY STUDY OF GREEN ENERGY RETROFITS FOR LOW INCOME NEIGHBOURHOODS**

**FOR THE TOWN OF COBOURG**

CO-21-30-CAO PDD ICSP/GDS/FCM FEASIBILITY

**ISSUE DATE: September 30th, 2021**

**CLOSING DATE: October 26th, 2021 at 2:00 P.M.**

**Delivery Location: ATTN: Mr. Brent Larmer**

**Municipal Clerk**

**Manager of Legislative Services**

Corporation of the Town of Cobourg

Victoria Hall, 55 King Street West

Cobourg, Ontario K9A 2M2

**LATE SUBMISSIONS WILL NOT BE ACCEPTED**

**THE LOWEST PROPOSAL OR ANY PROPOSAL AT ALL WILL NOT BE NECESSARILY ACCEPTED**



**THE CORPORATION OF THE TOWN OF COBOURG**

RFP RECEIPT LABEL

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

**ALL RFPS MUST BE RECEIVED AT:**

**LEGISLATIVE SERVICES, 55 King Street West, Cobourg ON K9A 2M2**

**905-372-4301**

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| --- | --- | --- |
| ***COMPLETED BY DEPARTMENT ISSUING RFP BID*** | | |
| RFP BID NUMBER: | CO-21- \_\_\_\_ PDD | |
| RFP BID NAME: | Request for Proposal – **Integrated Community Sustainability Plan (ICSP), Green Development Standards (GDS) and FCM Feasibility Study of Green Energy Retrofits for Low Income Neighbourhoods** for the Town of Cobourg | |
| CLOSING DATE: | **October 26th, 2021** | |
| CLOSING TIME: | 2:00 P.M. | |
|  | | |
| ***COMPLETED BY COMPANY SUBMITTING RFP*** | | |
| SUBMITTED BY: | | |
| COMPANY CONTACT: |  | |
| COMPANY NAME: |  | |
| COMPANY ADDRESS: |  | |
| COMPANY PHONE: |  | |
|  | | |
| ***LEGISLATIVE SERVICES USE ONLY*** | | |
| RFP 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,

“*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. **INTRODUCTION**

This request for proposal (RFP) is an invitation by the Town of Cobourg to prospective proponents to submit proposals to develop a comprehensive, open and engaging study process and prepare an Integrated Community Sustainability Plan (ICSP), Green Development Standards (GDS) and a Feasibility Study of Green Energy Retrofits for Low-Income Neighbourhoods (the “Study”) for the Town of Cobourg.

**2.0 BACKGROUND**

The Town of Cobourg is a community of approximately 20,000 people located on the north shore of Lake Ontario approximately halfway 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 several individually designated properties within the downtown core. Cobourg also enjoys a bustling, pedestrian-friendly downtown and world-renowned lakefront park, beach and full-service marina.

In accordance with the Ontario Place To Grow Growth Plan (2020) and the County of Northumberland Official Plan (2016) and given the Town’s proximity to the Greater Toronto Area (GTA), it is expected that increased business and residential growth will occur throughout the Town of Cobourg, an urban, serviced lakeside municipality in the County, over the next several decades. According to the County Official Plan, the Town of Cobourg is expected to grow at a steady rate, with projections forecasting a population of approx. 26,000 by 2034. The County Official Plan is currently the subject of a comprehensive review in order to update the growth management policies and forecasts to conform to the 2020 Growth Plan. The Town of Cobourg Official Plan (2017) will also need to be reviewed and updated to conform to these upper-tier Plans.

CLIMATE CHANGE

In December of 2019, Cobourg Municipal Council formally declared a Climate Emergency in recognition that we are facing an unprecedented crisis requiring unprecedented climate mitigation measures. The Council Resolution also directed that the Town create an Integrated Community Sustainability Plan (ICSP) and Green Development Standards (GDS) for the municipality. In May of 2021, the Town of Cobourg was awarded 80% funding, or $71,500.00, by the Federation of Canadian Municipalities (FCM) Community Efficiency Financing (CEF) Program to undertake a Study to assess the feasibility of Green Energy Retrofit Financing that can be accessible to Low Income Neighbourhoods and achieve important environmental, social, and economic benefits in the community.

COBOURG OFFICIAL PLAN (2017)

The Town of Cobourg’s Official Plan contains a Sustainability Strategy (Section 4.8) 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”* (Bruntland Commission, 1983). 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.

Section 4.8.3 states that the Town shall develop an Integrated Community Sustainability Plan (ICSP) in consultation with other agencies including the Ganaraska Region Conservation Authority, Lakefront Utilities Services Inc. and the County of Northumberland. The Plan will build on existing initiatives such as the Climate Action Plan, 2020. The ICSP will be designed with specific, achievable actions which reflect the Town’s financial constraints, to implement the following directions:

1. To enhance water conservation including water demand management for the efficient use of water; water recycling to maximize the reuse and recycling of water and the use of Low Impact Development Stormwater Management (LID);
2. To promote energy conservation including energy conservation for municipally owned facilities, identification of opportunities for alternative energy generation and distribution; and, energy demand management to reduce energy consumption;
3. To improve air quality protection, including reduction in emissions from vehicular and other sources and promotion of approaches such as green roofs;
4. To reduce per capita waste generation, recognizing that the County is responsible for this function;
5. To develop targets and related environmental monitoring programs;
6. To reflect other related initiatives including tree preservation, community gardens, naturalization, and cultural heritage conservation; and,
7. To ensure that environmental education is a key component of all aspects of the Plan.

An ICSP shall be defined as a long term plan, developed in consultation with community members, that provides direction for the community to realize sustainability objectives it has for environmental, cultural, social and economic dimensions of its identity.

The Council of the Town of Cobourg has also deemed it advisable to prepare Green Development Standards (GDS) to act as a comprehensive checklist in assessing how new developments achieve the sustainability goals and objectives of the municipality. Finally, the Town is leveraging funds from FCM to complete a Feasibility Study that assesses/identifies a deep energy retrofit financing program that is accessible for low income neighbourhoods and achieves important environmental/social/economic benefits.

**3.0 INFORMATION FOR PROPONENTS**

All proposals must be received on or before October 27th**, 2021 at 2:00 P.M**. In order for a proposal to be received it must be delivered by Courier, in hand, or by postal service and received by an authorized representative from the Municipal Clerk’s Office of the Town of Cobourg at the indicated address and clearly marked using the RFP Proposal Label issued by the Town of Cobourg.

Proponents should divide their proposals into two, separate, sealed envelopes:

a) **Technical Envelope –** The first envelope should contain 1 hard copy labelled ‘MASTER’ and one (1) electronic copy in Adobe PDF and shall contain all information related to the proponent’s technical submission, including the Submission Form (Appendix A), and all responses to the rated criteria requirements. Proponents are also required to submit four (4) sets of their **Technical** proposal as required and outlined within this Request for Proposal document and may be photocopied and marked as ‘DUPLICATE’.

b) **Pricing Envelope** – The second envelope should contain 1 hard copy and one (1) electronic copy in Adobe PDF of the proponent’s completed Pricing Form (Appendix B).

**ALL PROPOSALS MUST BE RECEIVED NO LATER THAN 2:00 P.M. ON THE DAY OF October 26th, 2021.**

Proposals received by 2:00 P.M. as shown on the stamp and RFP Label at the Municipal Clerk’s Office are ‘On Time’ and will be accepted. Proposals received at 2:01 P.M. or later, and shown on the stamp and RFP Label at the Municipal Clerk’s Office will be considered late, will be rejected and returned unopened to the respective Proponent.

The submitted and accepted RFP Label and Stamp is the official time for the deadline for submission. No other clock or source will be recognized when considering the submission date and time of proposals.

A proposal may be altered by submitting another proposal at any time up to the specified time and date for proposal closing. The last proposal received shall supersede and invalidate all proposals previously received by the proponent for the contract.

A proposal may be withdrawn at any time up to the specified time that and date for the proposal closing by submitting a letter bearing the proponents signature and deliver to the Municipal Clerk’s Office for the Town of Cobourg. Such a submission must be received in sufficient time to be marked with the time and date of the receipt.

The Town of Cobourg shall not be liable for any cost of preparation or presentation of proposals, and all proposals and accompanying documents submitted by the Proponent become the property of the Town of Cobourg and will not be returned. There will be no payment to the Proponents for work related to, and materials supplied in preparation, presentation and evaluation of any proposal, nor for the Contract negotiations whether they are successful or unsuccessful.

The Town of Cobourg, its elected officials, employees and agents shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of any delay in the acceptance of any proposal.

1. **DESIGNATED OFFICIAL**

For the purpose of this contract, Brent Larmer, Municipal Clerk/Manager of Legislative Services is the “Designated Official” and shall perform the following functions: releasing, recording and receiving proposals, recording and checking of submissions, answering queries from perspective proponents, reviewing proposals received, ruling on those not completing or meeting requirements and coordinating the evaluation of the responses. Cobourg’s project manager, Ron Spina of Colliers Project Leaders, is acting on Cobourg’s beahalf for this solicitation.

1. **QUESTIONS/INQUIRES**

Each Proponent must satisfy himself/herself by personal study of the RFP documents. There will be no consideration of any claim, after submission of Proposals, that there is a misunderstanding with respect to the conditions imposed by this RFP. Should the Proponent require more information or clarification on any point, it must be obtained prior to the submission of the RFP.

Inquiries regarding the Request for Proposal process or format of the response must be directed by email to ron.spina@colliersprojectleaders.com.

All clarification requests are to be sent in writing to the Designated Official noted above. No clarification requests will be accepted by telephone. Response to clarification requests will be provided to all interested parties. Inquires must not be directed to other Town of Cobourg Employees or elected officials. Directing inquires to other than the Designated Official may result in your submission being rejected.

Inquires received within five (5) working days of the closing date will NOT be answered or responded to the Proponent.

1. **ADDENDA**

The Designated Official will issue changes to the RFP documents, which may include amendments to the submission deadline or changes to the scope of work or qualifications of Proponents, by addendum only. No other statement, verbal or written, made by the Town of Cobourg will amend the RFP documents. The Town will make every effort to issue all addenda no later than October 22nd**, 2021**.

The Proponent shall not rely on any information or instructions by the Town of Cobourg or a Town Representative except the RFP documents and any addenda issued pursuant to this Section.

The Proponent is solely responsible to ensure that it has received all addenda issued by the Town. Proponents may seek confirmation of the number of addendum issued under this RFP in writing to Ron Spina by email ron.spina@colliersprojectleaders.com.

1. **RFP SCHEDULE OF EVENTS**

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the Town of Cobourg reserves the right to modify or alter any or all of the dates at its sole discretion by notifying all proponents in writing at the address indicated in the completed RFP submitted to the Town of Cobourg.

Issue RFP: September 30th, 2021

Last Day for Questions: October 19th, 2021

RFP close: October 26th, 2021 at 2:00 P.M.

Interviews and Presentations: November 17th, 2021

\*Dates noted above are an approximation only and are subject to change.

1. **GENERAL CONDITIONS**

**8.1 TOWN’S RIGHT TO ACCEPT OR REJECT**

The Town of Cobourg reserves the right to reject any or all proposals, including without limitation the lowest proposal, and award the Contract to whomever the Town of Cobourg its sole and absolute discretion deems appropriate notwithstanding any custom of the trade to the contrary nor anything contained in the Contract Documents or herein.

Without limiting the generality of the foregoing, The Town of Cobourg reserves the right, in its sole and absolute discretion, to accept or reject any Proposal which in the view of the Town of Cobourg is incomplete, obscure, or irregular, which has erasures or corrections in the documents, which contains exceptions and variations, which omits one or more prices, which contains prices the Town of Cobourg considers unbalanced, or which is unaccompanied by a requirement that was asked of each Proponent within the RFP deliverables.

Criteria which may be used by the Town of Cobourg in evaluating proposals and awarding the contract are in the Town of Cobourg’s sole and absolute discretion and without limiting the generality of the foregoing, may include one or more of: price; total cost to the Town of Cobourg; reputation; claims history of the Proponent; qualifications and experience of the Proponent and its personnel; quality of services and personnel proposed by the Proponent; and ability of the Proponent to ensure continuous availability of qualified and experienced personnel.

Should the Town of Cobourg not receive any RFP submissions satisfactory to the Town of Cobourg, the Town in its sole and absolute discretion, the Town reserves the right to resubmit a new RFP Process for the Contract, or negotiate a contract for the whole or any part of the Contract with any one or more persons whatsoever, including one or more of the Proponents.

The Town reserves the right to request clarification of information contained in a proposal.

The Town reserves the right to modify any and all requirements stated in the Request for Proposal at any time prior to the possible awarding of the contract.

The Town reserves the right to cancel this Request for Proposal at any time, without penalty or cost to the Town. This Request for Proposal should not be considered a commitment by the Town of Cobourg to enter into any contract.

The award to the Successful Proponent is a recommendation by the Evaluation Committee to Cobourg Municipal Council to execute an Agreement. The Town reserves the right to enter into negotiations with the Successful Proponent. If these negotiations are not successfully concluded, the Town reserves the right to begin negotiations with the next selected Proponent. There is no guarantee that Cobourg Municipal Council will execute any Agreement.

Proposals shall remain open and subject to acceptance for a period of ninety (90) days from closing date.

In the event of any disagreement between the Town and the Proponent regarding the interpretation of the provisions of the Request for Proposal, the Municipal Clerk/Manager of Legislative Services or an individual acting in that capacity for the Town, shall make the final determination as to interpretation. No proposal shall be accepted from any person or Proponent who, has a claim or has instituted a legal proceeding against the Town or against whom the Town has a claim or has instituted a legal proceeding, without the prior approval of Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this RFP.

**8.2 CONFLICT OF INTEREST**

1. The Proponent further declares that no Member of the Council of the Town of Cobourg and no officer or employee of the Town of Cobourg will become interested directly or indirectly as a contracting party, partner, shareholder, surety, or otherwise in or in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived there from.
2. Should the Proponent feel that a conflict of interest or potential conflict of interest exists; the Proponent must disclose this information to the Town of Cobourg prior to the submission of a proposal. The Town of Cobourg may, at its discretion, delay any evaluation or award until the matter is resolved to the Town of Cobourg’s satisfaction. The Town of Cobourg may allow a conflict of interest or potential conflict of interest to exist if it is satisfied that there are adequate safeguards in place and if the Town of Cobourg determines that it is in its best interests to do so.

1. The Town reserves the right to disqualify a proposal where the Town believes a conflict of interest or potential conflict of interest exists.

**8.3 SUBSTANTIAL COMPLIANCE OF PROPOSALS**

In the event that a preferred proposal does not entirely meet the requirements of the Town, the Town reserves the right to accept any proposal that substantially complies with the requirements of this RFP in its sole and absolute discretion but notes that any failure to complete a requirement of the RFP will likely impact upon the evaluation criteria and may result in the Proposal being deemed non-responsive.

**8.4 DISQUALIFICATION OF PROPONENTS**

More than one proposal from an individual firm, partnership, corporation or association under the same or different names will not be considered. Collusion between Proponents will be sufficient for rejection of any proposals so affected.

**8.5 CONFIDENTIALITY**

The proposal must not be restricted by any statement, covering letter or alteration by the Proponent in respect of confidential or proprietary information. The Town of Cobourg will treat all proposals as confidential. The Town will comply with the *Municipal Freedom of Information and Protection of Privacy Act,* and its retention by-law pursuant to the *Municipal Act, 2001* in respect of all proposals. All Public Reports approved by the Council of the Town of Cobourg will become public information.

Proponents acknowledge that the Town of Cobourg, being an Ontario municipality, is subject to the *Municipal Freedom of Information and Protection of Privacy Act, RSO 1990, c. M. 56* (“MFIPPA”) and as a result, some information may be required to be disclosed by the Town of Cobourg as a statutory requirement. Proponents agree that notwithstanding this section 8.5 of the RFP the Town shall have no obligation with respect to the disclosure of confidential information and the Proponent, by submitting a Proposal, does hereby fully and finally release the Town from any liability for disclosing confidential information in the event the Town discloses confidential information in accordance with a lawful statute applicable in Ontario, including MFIPPA, or is ordered to disclose such information by the Office of the Information and Privacy commissioner or any court or tribunal of competent jurisdiction.

**8.6 PROPOSAL ASSIGNMENTS**

The successful Proponent will not be permitted to assign or transfer any portion of the proposal as submitted or the subsequent agreement without prior written approval from the Town of Cobourg.

**8.7 PURCHASING POLICY BY-LAW NO. 016-2012**

Submissions will be solicited, received, evaluated, accepted and processed in accordance with the Town of Cobourg’s Purchasing Policies as amended from time to time attached to the RFP as Annex ‘A’.

**8.8 FAILURE TO PERFORM**

Failure to comply with all terms and conditions of this proposal, and failure to supply all documentation, as required herein, shall be just cause for cancellation of the award. The Town shall then have the right to award this contract to any other Proponent or to re-issue this RFP.

**8.9** **COMPLIANCE WITH THE ACCESSIBILITY FOR ONTARIO WITH DISABILITIES ACT 2005**

The Proponent shall ensure that all its employees and agents receive training regarding

Accessibility as outlined in the Accessible Customer Service Standard (Ontario Regulation 429/07) and the Integrated Accessibility Standards Regulation (Ontario Regulation 191/11). The Proponent is responsible to ensure that all of its employees, volunteers and others for which the Proponent is responsible are adequately trained.

**8.10 DISQUALIFICATION**

The Town may, in its sole discretion, disqualify a proposal or cancel its decision to make an award under this RFP, at any time prior to the execution of the Agreement by the Town, if,

* the Proponent fails to cooperate in any attempt by the Town to verify any information provided by the Proponent in its proposal;
* the Proponent contravenes one proposal per Person or Entity;
* the Proponent fails to comply with the laws of Ontario or of Canada, as applicable;
* the Proposal contains false or misleading information;
* the Proposal, in the opinion of the Town, reveals a material conflict of interest;
* the Proponent misrepresents any information contained in its proposal.

**8.11 PROPONENTS COSTS**

1. The Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses related to the Proponent’s involvement in;

* the preparation, presentation and submission of its proposal;
* the Proponent’s attendance at the Proponent’s meeting;
* due diligence and information gathering processes;
* site visits and interviews;
* preparation of responses to questions or requests for clarification from the Town;
* preparation of the Proponent’s own questions during the clarification process; and,
* agreement discussions.

1. The Town is not liable to pay such costs and expenses or to reimburse or compensate a Proponent under any circumstances, regardless of the conduct or outcome of the RFP Process, including the rejection of all proposals or the cancellation of the RFP, and including any negligence of the Town in the conduct of the RFP process.

**8.12 HUMAN RIGHTS, HARASSMENT AND OCCUPATIONAL HEALTH AND SAFETY**

The Proponent shall be required to comply with the Town’s policies regarding Human Rights, Harassment in the Workplace and Occupational Health and Safety.

**9.0 EVALUATION, NEGOTIATION AND AWARD**

**Stages of Evaluation and Negotiation**

The Town of Cobourg will conduct the evaluation of proposals and negotiations in the following stages:

**Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. The Town of Cobourg Staff will open both envelopes to conduct this review, but will re-seal the Pricing Envelope. The Pricing Envelope will not be reviewed by the evaluation committee until after Stage II.

If the proponent fails to satisfy the mandatory submission requirements within the RFP document, its proposal will be excluded from further consideration.

The mandatory submission requirements are set out in Section 9 - RFP Particulars:

**Stage II – Preliminary Evaluation**

Stage II will consist of the following two sub-stages:

1. **Mandatory Technical Requirements**

The Town will review the proposals to determine whether the mandatory technical requirements as set out in Section 10 - RFP Particulars have been met. Questions or queries on the part of the Town as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process between the Proponent and the Town.

1. **Rated Criteria**

The Town will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in the RFP Particulars Section 10 to arrive at a preliminary rated criteria score. Only proposals that meet the thresholds set out in that section will proceed to Stage III – Pricing.

**Stage III – Pricing, Preliminary Ranking, and Presentation**

Stage III will begin with the opening of the Pricing Envelope and a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in the Pricing Form (Appendix B).

After the completion of the pricing evaluation, the pricing scores and the preliminary rated criteria scores from Stage II will be added together to arrive at a preliminary total score for each proponent. Only the three (3) proponents with the highest preliminary total scores will continue further in the evaluation process.

Subject to the following paragraph, the three (3) proponents with the highest preliminary total scores will be invited to provide a presentation or demonstration to the Town of Cobourg. The presentation or demonstration will be evaluated based on the rated criteria as shown in the evaluation criteria.

If there is a difference of ten or more percentage points (10.0 points out of the 100 total available points) between the preliminary total score of the top-ranked proponent and the preliminary total score of the second-ranked proponent, the Town may choose not to engage in the presentation stage and may proceed directly to contract negotiations with the top-ranked proponent. In that case, each proponent’s preliminary total score will become its final total score.

**Stage IV – Ranking and Contract Negotiations**

**Final Ranking of Proponents**

After the completion of Stage III, a final total score will be calculated for each remaining proponent based on the pricing score and the final rated criteria score from Stage III. The proponents will then be ranked based on their final total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the Town. In the event of a tie, the selected proponent will be selected by way of coin toss.

**Contract Negotiation Process**

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process and will not constitute a legally binding offer to enter into a contract on the part of the Town or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. Negotiations may include requests by the Town for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Town for improved pricing or performance terms from the proponent.

**Time Period for Negotiations**

The Town of Cobourg intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the Town invites the top-ranked proponent to enter negotiations.

**Failure to Enter into Agreement**

If the Town is not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the Town may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the Town elects to cancel the RFP process.

**Notification of Negotiation Status**

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

1. **RFP - SCOPE OF WORK**

The successful Proponent for the Study project will be responsible for leading a comprehensive and openly engaging study process and supplying the Municipality with an ICSP, GDS and Feasibility Study which assesses options for Green Energy Retrofit Financing for Low Income Neighbourhoods. The Study will be a broad and comprehensive assessment of a community at large addressing current environmental challenges that addressed appropriately would deliver considerable benefit to Cobourg and the surrounding neighbourhood communities.

Colliers Project Leaders (Colliers) for this assignment is Cobourg’s project manager. The Preferred Proponent will report directly to Colliers. The governance structure is provided in the organization chart below:

Town of Cobourg  
Municipal Council

CAO Senior

Management Team

Colliers Project Leaders

Sustainability & Climate Emergency Advisory Committee

Other Advisors

Study Consultant

The Scope of Work is broken down into the 3 separate studies required of the Consultant, as well as, a general list of accompanying tasks. The intention of these tasks is to guide the chosen Consultant, but the work is not limited to these tasks.

**10.1 INTEGRATED COMMUNITY SUSTAINABILITY PLAN (ICSP)**

The Integrated Community Sustainability Plan outlines a series of collective goals, values, strategies, and tactics to advance environmental, social, and economic sustainability projecting into the future. The Plan must be flexible and adaptable to address future conditions that are currently anticipated but also inevitably future changes that unexpectedly may arise.

An ICSP is a long term plan, developed in consultation with community stakeholders, that provides direction for the community to realize sustainability objectives it has mapped out for its environmental, cultural, social and economic identity.

1. **The Study consultant (Consultant) shall assess the Cobourg community:**

* Review all relevant plans, policies and documents provided by the Town
* Review and summarize relevant past and current demographic and statistical information to identify a baseline and trends.
* Meet with Town staff, Council and committees to assist in determining strengths, weaknesses, opportunities and threats.
* Determine and organize a process for meeting with local stakeholders, including but not limited to, residents (seasonal and permanent), regional authorities/agencies, local groups and businesses and industries;
* Prepare draft Community Assessment Report (CAR) for circulation to Town Departments, and stakeholders for review and potential feedback.
* Final CAR will be presented to Council for any additional refinements.
* Completion of final CAR and presentation to Council including recommended next steps will be considered by Council for adoption.

1. **The Cobourg community shall be engaged in determining its sustainable future:**

* The Consultant will prepare a plan for consultation and timing of community forums and workshops
* Consultant will provide draft presentation materials to be used for community engagement and consultation
* Meet with Town staff, Mayor and Council and committees to stimulate discussion and develop a view of a sustainable future. A list of strategic objectives must also be developed during this stage. The Consultant needs to be prepared to listen and record concepts and ideas but also guide the discussion around strategies that follow recognized sustainable, mitigating and regenerative practices.
* Meet with and or engage local stakeholders, including but not limited to, residents (seasonal and permanent), regional authorities/agencies, local groups and businesses and industries to stimulate discussion and develop a view of a sustainable future. A list of strategic objectives must also be developed during this stage. The Consultant needs to be prepared to listen and record concepts and ideas but also guide the discussion strategies to follow recognized sustainable, mitigating and regenerative practices.
* Prepare draft vision and list of **strategic objectives** for circulation to Town Departments, and Sustainability & Climate Emergency Advisory Committee and potentially other stakeholders for review and potential feedback.
* Present the final Vision and Objectives to Council for any additional refinements.
* Complete the final draft of the Vision and Objectives and present to Council including recommended next steps for Council adoption.

1. **In developing a Community Action Plan the Consultant shall:**

* Prepare draft list of action items for circulation to Town Departments, Council and Sustainability & Climate Emergency Advisory Committee and potentially other stakeholders for review and potential feedback.
* Release draft list of action items to the public and stakeholders for feedback and potential additions, also considering methods of measuring ongoing progress.
* Finalize a list of actions and **measurable milestones** and present to Council for any additional refinements.
* Complete a final draft of the Integrated Community Sustainability Plan - Vision, Objectives and Actions.
* Present to Council Cobourg’s Action Plan including, governance, organizational structure, community engagement, government stewardship and funding.

Municipal Sustainability Plan

Long-term vision, goals and targets grounded in sustainability

Municipal Government  
Strategic Planning and measurable targets

Community Outcomes

Key Plans and Strategies  
Master Plans for Transportation,, Capital, Downtown, Waterfront, Forestry, Parks, Culture and others Plan, Waterfront Plan, others.

Implementation Activities  
Programs, services, regulations, expenditure, financial levers

Community Partners

* Community organizations
* Community members
* Local businesses
* Regional organizations and other levels of government
* Industry experts

**10.2 GREEN DEVELOPMENT STANDARDS (GDS)**

The GDS will be a realistic planning document reflective of the Town’s aspirations for the future. The Consultant will synthesize its findings for progressive discussions to inform the Town policy incorporating feedback from Staff, Council, and key stakeholders. The adoption of GDS through Town Planning regulations, Engineering standards, adoption of industry techniques, and other mechanisms will be a strategic and measured approach to the implementation of green processes. Consideration for incorporation into the Town’s Official Plan will be integral to the discussion. The Consultant shall:

• Undertake the necessary background work to support the development of new standards to address the key policy theme areas outlined in this RFP;

• Prepare a discussion paper including potential policy directions and the implementation of these;

• Coordinate consultation with key stakeholders (including the development industry);

• Prepare the draft of Green Development Standards, including suggested updates   
 to the Official Plan;

• A vision based on sustainability and fundamental principles for the future   
 planning aspirations and directions for the Town;

• Develop innovative standards to respond to emerging planning trends and   
 issues, including sustainable and low impact development, climate change   
 resiliency and mitigation, energy efficiency building technologies, active transportation,  
 transit-oriented development, urban design standards, and planning for   
 healthy and complete communities, local farming, among other matters;

• Develop innovative standards that reflect the Town’s growth management   
 objectives, intensification and future employment opportunities within the   
 Provincial and County planning framework, and the Town’s various Master Plans;

• Present draft recommendations to Council at key milestones of the project;

• Develop an application and review process for the GDS that fits within   
 the Town’s existing processes;

• Practical and functional implementation, monitoring and submission   
 requirements, processes and materials including a minimum two training sessions   
 for Town staff;

**10.3 FCM FEASIBILITY STUDY OF GREEN ENERGY RETROFITS FOR LOW INCOME NEIGHBOURHOODS**

The Study Consultant shall develop a work plan that addresses the requirements to comply with the conditions for the FCM grant.

1. **Financing Options:**
   1. Compare the benefits and drawbacks of financing model(s) assessing able-to-pay participation and lower income households.
      1. Financing

* Consult with municipal administration, inspection, and other stakeholders to understand and secure capital, coordinate with the area municipalities.
  + 1. Utility bill financing
* Consult with local distribution companies and natural gas utilities (working group members) to explore the on-bill financing options, pros and cons.
  + 1. Financial institution lending
* Consult with local financial institutions including credit unions to explore financing through them, and identify benefits and barriers.
  + 1. Federal and provincial government loan programs for home energy retrofits.
* How should we integrate these programs with the options above?
  1. Work with our local groups to facilitate access to capital. Consider:
     1. Who is marginalized in our community in terms of employment opportunities, access to credit, access to financial planning supports, etc.
     2. The ethical dimensions of a loan-based program
  2. Things to consider, as per FCM (funder) guidelines and feedback:
     1. The affordability for eligible participants of interest rate, amortization periods, terms and conditions options, participant costs, administrative charges, loan underwriting criteria, repayment mechanism, consumer measures protections, processing fee, repayment schedule, grace period, penalties.
     2. Lower interest rates, stacking with utility incentive programs to reduce cost.
     3. Loan underwriting criteria to be used to evaluate homeowner eligibility, such as, loan to-value ratio, property tax billing history.
     4. Maximum and minimum funding available per energy upgrade project, lump sum or as percentage of property value.
     5. Consumer protection measures, price control and quality assurance oversight mechanisms.
     6. De-risking strategies, credit assessment, municipal loan loss reserve and partial loan guarantee for third-party lenders.
     7. Risk identification and management strategies, legal, contracting and procurement.
     8. Map out the process pathway for each type of financing, process flow diagrams and narrative.
     9. Consider a one-stop-window online platform.
  3. Develop a plan for monitoring and evaluating the success of the financing model.
     1. Things to consider, as per FCM guidelines and feedback:
        + Amount of financing delivered (in dollars);
        + Identify ongoing staff operating costs to manage the retrofit program;
        + Define how to make adjustments throughout program implementation to address challenges as they arise
        + Define how to hold key participants accountable.
  4. Identify risks associated with the different financing models such as low participation rates, and show how to address these.
  5. Support Cobourg in writing a report, for submission to FCM, on the potential for lower income households to benefit from financing options for energy efficiency retrofits.

1. **Community Engagement:**
   1. Develop a high-participation community outreach strategy.
   2. Provide the market analysis and opportunity mapping to identify target markets and house archetypes, including lower income households.
   3. Propose a prioritized engagement strategy identifying first the greatest opportunities for success.
   4. Connect with local stakeholders.
   5. Work closely with Cobourg communications to define key messages.
   6. Develop a marketing plan about home energy and the financing model(s) that will introduce the program to key audiences including homeowners, elected leaders, community leaders, contractors and suppliers.
   7. Work with Cobourg communications to develop messaging and strategies to ensure equitable access for all communities.
   8. Prepare a plan for monitoring and evaluating the success of the mobilization strategy.
   9. Liase with FCM to be current in policy and trending for future initiatives.
2. **Additional Elements and Final Study Report**
   1. Include the social, economic and environmental benefits this program could provide for the Northumberland County community and its residents.
   2. Consider the benefits and drawbacks for Cobourg in operating an independent program vs joining together with other municipalities to jointly provide any of the energy retrofit program components (engaging lower income households, one-stop window, financing, community engagement).
   3. The final Study report will form the backbone of municipal reports during the term for this Council.
   4. The final Study will be also be presented to the new Council following the current Council’s term.

**Key Cobourg Stakeholders**

During the preparation of the Study the Consultant will prepare a work plan that includes a process for communications with the Town’s Advisory committees.   
The Consultant from time to time shall address Cobourg Council committees.

**Town Advisory Committees**

* + Sustainability & Climate Emergency Advisory Committee Town of Cobourg
  + Planning and Development Advisory Committee
  + Transportation Advisory Committee Town of Cobourg
  + Accessibility Advisory Committee Town of Cobourg
  + Cobourg Heritage Advisory Committee
  + Downtown Coalition Advisory Committee
  + Equity, Diversity and Inclusion Advisory Committee
  + Parks and Recreation Advisory Committee

**External Stakeholders**

External stakeholders from the region may be included in the development of the Study. The following is a list of many of these, others may be added as the work progresses.

**Governmental**

* + Ganaraska Regional Conservation Authority
  + Haliburton Kawartha, Pine Ridge District Health Unit
  + County of Northumberland Food Security
  + County of Northumberland Transportation and Waste
  + Count of Northumberland Roads/Public Works
  + Count of Northumberland Community and Social Services
  + County of Northumberland Planning

Where appropriate recommend outside advisors that may be willing to provide valuable inputs to the implementation of the sustainability plan.

We are providing here other sources of relevant information the preferred proponent may reference in developing the Study.

**Cobourg Background Information**

* + Cobourg Climate Action Plan Update 2020 to 2050
  + The Port Hope Climate Change Plan
  + The Action 1 Cobourg Sustainability Policy Chart
  + Town of Cobourg DWS Master
  + Town of Cobourg FCM grant application provided with this RFP as an Annex

**ICSP**

* + United Nations 17 Sustainable Development Goals
  + Provincial and Federal sustainable goals, policy and plans
  + Surrounding municipal, county, region or area sustainability plans
  + ICLEI – Local Governments for Sustainability, Montreal Commitment and Strategic Vision
  + AMO-Sustainability-Planning-Toolkit

**GDS**

* + Brampton/Vaughan/Richmond Hill Sustainability Metrics;
  + East Gwillimbury Think Green Development Standards;
  + York Region Servicing Incentive Program (SIP);
  + York Region Sustainable Development through LEED Incentive Program;
  + Sustainable King Development Standards;
  + Clean Air Partnership – Toward Low Carbon Communities: Creating  Municipal Green Development Standards;
  + TRCA & LSRCA Low Impact Development (LID) resources;
  + Lake Simcoe Protection Plan, 2009;
  + Pickering, Toronto, Halton Hills, Whitby, and other municipal green development standards.

**FCM**

* + FCM Resource Library: Existing Financing Program and other studies
  + Principles of Equitable Clean Energy Program Design
  + FCM-CAP GDS - Toolkit

**Deliverables**

In addition to the scope of work, and any other items as identified directly within this terms of reference, the following shall be the deliverables for the Study project:

* develop an Integrated Community Sustainability Plan (ICSP), Green Development Standards (GDS) and conduct the Feasibility Study for assessing Green Energy Retrofits for Low-Income Neighbouhoods for the Town of Cobourg (in accordance with the FCM CEF Grant application and Workbook).
* develop a Communications & Stakeholder Engagement Plan for use throughout the process by Council, Advisory Committees/Working Groups, municipal staff, external agencies, stakeholders and the general public which shall include, but not be limited to, communicating the project to all stakeholders throughout the duration of the project, and bringing update reports to Council, TAG, SAC, Advisory Committees/Working Groups, municipal staff, stakeholders and the public in a timely manner.
* develop a detailed Work/Action Plan to achieve the mandate of the Study Terms of Reference.
* Advise Sustainability & Climate Emergency Advisory Committee (SCEAC) and Council over the duration of the Study process.
* Attend Council, SCEAC, Working Group, other relevant Advisory Committee meetings and public consultation sessions as required.

The Study Proponent(s) is not limited by the deliverables as outlined, and may provide additional deliverables as part of their proposal.

**Project Schedule**

The following preliminary tasks and dates will be assessed with the preferred proponent and adjusted accordingly with the project work plan.  The current Council has committed to delivering this report to the internal and external stakeholders and the Cobourg community at large. The preferred proponent will be expected to deliver a presentation to the new Council in January 2023 following the municipal elections in October 2022.

|  |  |
| --- | --- |
| **Task** | **Date** |
| Issue Study Consultant RFP | Sept. 30/21 |
| Council Approval of Study Consultant | Dec. 13/21 |
| Study Consultant Kick-off Meeting | Jan. 4/22 |
| 1st Report Iteration | March 14/22 |
| 2nd Report Iteration | June 13/22 |
| Senior Management Approval of the Study Report | Aug. 22/22 |
| Council Approval of the Study Report | Sept. 12/22 |
| Publish the Report on Town Website | Sept. 22/22 |
| Presentation of the Report to New Council | Jan. 16/23 |

**Required Skill Set for the Consultant**

The knowledge and skills required for this position would typically be attained through the completion of a technical degree and/or degree/diploma/certification in any or all of engineering, science and public policy. Strong familiarity with government policies, regulations, decision-making processes and documents relating to environmental sustainability, ICSP’s, GDS’s, financing/feasibility studies, and land use planning will be a strong if not critical skill-sets in this role.

**Study Administration and Timing**

The Study process will be overseen by the CAO/Senior Management Team (TAG), with the Sustainability & Climate Emergency Advisory Committee acting as the project Steering Advisory Committee (SAC), who collectively will ensure that the Terms of Reference are met.

The Study work is expected to commence in early-2022 and will take approximately 12-months to complete. A detailed study schedule/work plan will be prepared by the successful Study Proponent(s), including timelines which clearly indicate points of public participation and key deliverables, to be approved by Town Council and implemented by the Study Project Manager and consultant(s) in conjunction with the TAG and the SAC.

**Study Costs**

Cobourg Municipal Council has budgeted a total of $240,000 for the Study Consultant costs. The Proponent is to organize the Study work in collaboration with the Project Manager, Cobourg staff and participants in a manner that it falls within this budget for the Study Consultant. An FCM grant of $71,500 has been approved by the Federation of Canadian Municipalities and is included in the budget for Study Consultant costs. The (FCM) Green Municipal Fund (GMF) specifically covers 80% of the FCM-CEF Feasibility Study component.

**Agreement for Professional Consulting**

Each Proponent, by submitting a Proposal, represents that the Proponent has read, completely understands, and accepts the terms and conditions of this RFP in full. Each Proponent further agrees that should its Proposal be successful, the Proponent shall enter into an Agreement for Professional Consulting Services with the Town. The Town will be responsible for the preparation of the required contract, which will be viewed by the consultant prior to execution.

The Proponent will submit invoices for payment to the Town CAO’s office. Timing of progress payments will be agreed to in advance of the commencement of work, and will be based on the receipt of project deliverables as outlined in the agreement for professional consulting.

**11.0 EVALUATION AND MUNICIPALITY’S RIGHTS**

**Review Committee**

The TAG will determine the individuals who will form part of the review committee and review submissions. The CAO or designate will prepare a recommendation report to Council with respect to the approval of the successful Proponent(s) and award the contract to the successful candidate.

**Evaluation Criteria**

All Proposals will be evaluated using the evaluation matrix as set out within this RFP document, as follows:

|  |  |  |
| --- | --- | --- |
| Experience and Qualifications | * Description of consulting and sub-consulting team includes all relevant information, including lead staff, relevant experience and qualifications of key principal(s) and team members with ICSP/GDS/Financial Feasibility Studies | 35% |
| Understanding and Approach | * Proposal clearly demonstrates an understanding of the project objectives, scope of work and required deliverables, including a detailed work plan and engagement strategy | 30% |
| Work Plan, Timeline and Methodology | * Proposed work plan, timeline and methodologies are clear, detailed and appropriate for tasks Reasonable, methodical timeline * Detailed project schedule | 25% |
| Cost, Fees & Expenses | * Detailed breakdown of tasks and level of resources allocated * Appropriate for proposed work plan and deliverables | 10% |
| **Total of Evaluation Rating** |  | **100%** |

**TOWN OF COBOURG**

**REQUEST FOR PROPOSAL**

**FOR THE DEVELOPMENT OF AN**

**INTEGRATED COMMUNITY SUSTAINABILITY PLAN (ICSP), GREEN DEVELOPMENT STANDARDS (GDS) AND FCM FEASIBILITY STUDY OF GREEN ENERGY RETROFITS FOR LOW INCOME NEIGHBOURHOODS**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**NAME OF COMPANY, FIRM OR INDIVIDUAL**

**(HEREIN KNOWN AS THE ‘COMPANY’)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**UNIT NUMBER AND STREET ADDRESS**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**TOWN PROVINCE POSTAL CODE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**WEBSITE BUSINESS NUMBER**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**TELEPHONE NUMBER FAX NUMBER**

**CONTACT PERSON EMAIL**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name Printed**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature (Seal) Date**

**APPENDIX B – PRICING FORM**

1. **Instructions on How to Complete Pricing Form**

1. Provide a Fixed Price for services, HST itemized separately.
2. Unit Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for Harmonized Sales Tax (HST), which should be itemized separately.
3. Fixed Price and Unit Rates quoted by the Proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
4. Rates are to include all disbursements

**2. Evaluation of Pricing/Financial proposal**

Pricing is worth 10 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula:

(Lowest Price ÷ Proponents Price) X weighting (10) = Proponents Pricing Points.

**3. Fixed Price for Services** is $ provide fixed price here, HST extra.

1. **Hourly Rates**

|  |
| --- |
| Hourly Rates for Additional Services to be approved prior to work.  Principal $/hr  provide hourly rate here, HST extra. |
| Senior Sustainability Engineer $/hr provide hourly rate here, HST extra  Junior Sustainability Engineer $/hr  provide hourly rate here, HST extra |

**Appendix C – Similar Work Experience and References**

Please list a **minimum of three (3)** past projects including references where your company has provided similar goods or services within the last 5-10 years.

|  |  |
| --- | --- |
| **Project Description** | **Reference Contact Information** |
| 1 |  |
| 2. |  |
| 3. |  |

Note:

If insufficient space is provided in this Appendix, please provide the required

information in the same format on a separate form and attach to this Appendix.

Annex “A”

Town of Cobourg Purchasing Policy

By-law No.016-2012

Annex “B”

Town of Cobourg Climate Action Plan for Future Generations 2020-2050

Annex “C”

AMO-Sustainability-Planning-Toolkit

Annex “D”

Cobourg FCM CEF Grant Application & Project Workbook Template

Annex “E”

Cobourg Council Resolution, Dec. 2, 2019, Climate Emergency