

**THE CORPORATION OF THE TOWN OF COBOURG**



**REQUEST FOR PROPOSAL FOR  
THE COMPLETION OF A  
COMPREHENSIVE USER FEE STUDY  
FOR  
THE TOWN OF COBOURG**

**CO-22-20 FIN**

**ISSUE DATE: Wednesday, June 1, 2022**

**CLOSING DATE: Tuesday, June 28, 2022 at 2:00 P.M.**

**Delivery Location: ATTN: Mr. Brent Larmer  
Municipal Clerk  
Director 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**

<i>COMPLETED BY DEPARTMENT ISSUING RFP BID</i>	
RFP BID NUMBER:	CO-22-20 FIN
RFP BID NAME:	Request for Proposal – Comprehensive User Fee Study for the Town of Cobourg
CLOSING DATE:	<b>Tuesday, June 28, 2022</b>
CLOSING TIME:	2:00 P.M.

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

<i>LEGISLATIVE SERVICES USE ONLY</i>		
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.”*

## 1.0 INTRODUCTION

The request for proposal (RFP) is an invitation by the Town of Cobourg to prospective proponents to submit proposals for consulting services to perform a comprehensive user fee study that will make recommendations on the existing user fee schedule, potential new user fees not currently being charged by the municipality and develop policies related to user fees.

The comprehensive user fee study will identify and make recommendations in the following areas:

- Assess the appropriateness of the Town's current funding allocation between user fees and taxation for the provision of municipal services.
- Provide a comparison of current Town user fees to those charged by other comparator municipalities.
- Identify any potential areas for user fees not currently being charged by the Town.
- Provide suggested policies and methodologies to provide for regular updates to user fees, including policies relating to cancellations, collections and refunds.
- Suggest strategies to ensure that user fees remain justified and defensible based on the costs of providing those services.

## 2.0 INFORMATION FOR PROPONENTS

All proposals must be received on or before **June 28, 2022 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 of 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 TUESDAY, JUNE 28, 2022.**

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, as 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 and date for the proposal closing by submitting a letter bearing the proponents signature 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.

### **3.0 DESIGNATED OFFICIAL**

For the purpose of this contract, Brent Larmer, Municipal Clerk/Director 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.

### **4.0 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, in writing to Brent Larmer, Municipal Clerk/Director of Legislative Services by email to [clerk@cobourg.ca](mailto:clerk@cobourg.ca).

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 three (3) days of the closing date will NOT be answered nor will a response be provided to the Proponent.

### **5.0 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 **June 21, 2022**.

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 Brent Larmer, Municipal Clerk by email [clerk@cobourg.ca](mailto:clerk@cobourg.ca)

## **6.0 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.

Issued RFP:	<b>WEDNESDAY, JUNE 1, 2022</b>
Last Day for Questions:	<b>FRIDAY, JUNE 24, 2022</b>
RFP close:	<b>TUESDAY, JUNE 28, 2022 at 2:00 P.M.</b>
Interviews and Presentations:	<b>TBA, IF NECESSARY</b>

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

## **7.0 GENERAL CONDITIONS**

### **7.1 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/Director 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.

## **7.2 CONFLICT OF INTEREST**

- a) 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.

- b) 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.
- c) The Town reserves the right to disqualify a proposal where the Town believes a conflict of interest or potential conflict of interest exists.

### **7.3 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.

### **7.4 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.

### **7.5 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.

## **7.6 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.

## **7.7 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'.

## **7.8 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.

## **7.9 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.

## **7.10 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.

## **7.11 PROPONENTS COSTS**

- a) 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, if applicable.
  - due diligence and information gathering processes.
  - site visits and interviews, if applicable.
  - preparation of responses to questions or requests for clarification from the Town.
  - preparation of the Proponent's own questions during the clarification process; and
  - discussions related to entering into an agreement.
- b) 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.

## **7.12 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.

## **8.0 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:

##### **a) Mandatory Technical Requirements**

The Town will review the proposals to determine whether the mandatory technical requirements as set out in Section 9 - 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.

##### **b) 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 9 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.

## **9.0 RFP PARTICULARS**

### **9.1 SCOPE OF WORK**

**Project scope includes the following:**

**Service Provision:**

- Review the 2022 operating budget for the Town to identify the distribution of existing funding sources between taxation and user fees.
- Review the existing User Fee By-Laws as provided in Annex “B”, being By-Law #030-2016, #088-2017, #046-2019 and #087-2021.
- Compare the Town’s existing user fees to those charged by other municipalities and assess the reasonableness of the Town’s current user fee structure.
- Identify user fees charged by other municipalities that are not currently being charged by the Town to provide an indication of potential opportunities for new user fees.
- Review existing user fee policies and create new policies with respect to the period to be covered by the user fee by-law, provisions for an annual update to user fees and a suggested methodology to use for these annual updates.
- Recommend and prepare policies relating to cancellations, collections and refunds of user fees.
- Evaluate strategies to address affordability and other concerns, including subsidized fees for low-income residents, reduced fee structures for seniors and other designated customer segments including administrative methodologies for implementation.
- Give consideration to a segmented user fee structure for residents versus non-residents of the municipality.

**Existing User Fee structure to be considered within scope of study:**

- Attached to this RFP document as Annex “B” are copies of existing User Fee By-Laws for the Town of Cobourg.
- In general, the existing user fees can be summarized under the following categories:
  - Building Standards, including non-building code fees
  - Cobourg Community Centre
  - Victoria Hall, Concert Hall
  - Environmental Services
  - Finance
  - Fire Services
  - Legislative services, including licenses
  - GIS
  - Waterfront, including Marina
  - Trailer Park
  - Engineering and public works
  - Parks
  - Planning applications
  - Special Events
  - Tourism
  - Transit
  - Municipal Buildings, including Victoria Hall and Cobourg Market Building.

## **Deliverables Required:**

- Provide the Town with a report including suggested changes (increases / decreases) to existing User Fees based on comparison to similar fees being charged by a comparator group of municipalities.
- Provide the Town with suggestions for possible User Fees not currently being charged.
- Provide the Town with a suggested methodology for determining User Fees that can be justified based on the costs to deliver the specific services while taking into consideration the nature of the specific service. Specifically, public services which benefit the general public and it is impossible to exclude someone from using or enjoying the benefits provided by the service; private services which benefit specific individuals, groups or businesses where it is possible to exclude someone from using the service; and mixed services which benefit the general public as well as the specific individual, group or service using the service.
- Develop policies to be used to ensure that User Fees are charged and collected on a fair and equitable basis.
- Establish a suggested schedule for the review, update and approval of the User Fee schedule and an objective process for this review and a proposed timeline for future Comprehensive User Fee Studies to be performed.
- The consultant is not limited by the deliverables as outlined and may provide additional deliverables as part of their proposal.

## **Public Consultation**

The consultant should make recommendations as to the extent of public participation that is required to ensure a successful User Fee review program. It is anticipated that a comprehensive study will only be effective if it is developed, endorsed and implemented in some level of consultation. As such, it will be important that the community be consulted as the study progresses.



## **Internal Participation**

It must be recognized that consultation with Town Council and staff members is an important component of this process. Town staff have valuable knowledge of their positions and departments and will be instrumental in providing feedback that will help inform the User Fee Study. The staff deliver the Town services and have the best understanding of what works and what does not.

## **User Fee Study Team**

There will be a small User Fee Study team appointed to manage the study and work with the successful consultant. This committee will be selected with the assistance of the successful consultant, and a Terms of Reference will be developed by the Consultant to guide the work of the team. The consultant will guide the study process in accordance with the approved work plan and related schedule under the direction of this Team. The primary role of this Team will be to assist the consultant in completing the study.

## **Role of the Consultant**

The consultant will provide independent expertise and advice on the Comprehensive User Fee Study and will be responsible for the following:

- Design of a Comprehensive User Fee Study to be provided to Council for use in the 2023 and future budget preparation processes.
- Design and facilitate public consultation and Council / staff participation meetings as appropriate.
- Attend Council meetings as required.
- Take all minutes of all consultation and participation meetings.

The minimum requirements for Proposals in response to this RFP are as described in this document. A Proponent may submit additional information that it feels is relevant to the provision of the services described herein.

## **Required Skill Set for the Consultant**

Preference will be given to a single consultant, (creating cost and communication efficiencies), that can complete all of the tasks as identified throughout this RFP document. At a minimum, the consultant requires the following skill set:

- Experienced with program or service review processes.
- Experienced with alternative service delivery.
- Experienced with both municipal service delivery as well as business / private industry service delivery.
- In-depth knowledge of public participation tools and techniques.
- Strong communication / facilitation and writing skills.
- An ability to adjust facilitation techniques to ensure the success of the process.
- Ability to be a neutral third party.
- Willing to address process issues with sensitivity towards all participants.
- Be results-oriented.

It is expected that all participants on the consultant team, including those performing field work at the Town, will have experience with municipal user fee studies and a complete knowledge of municipal services.

## **Exclusions**

The following Boards and their employees will not be included in the Comprehensive User Fee Study:

- Town of Cobourg Holdings Inc, and its subsidiary companies
- Cobourg Downtown Business Improvement Area Board
- Cobourg Public Library Board
- Cobourg Police Services Board
- Building Code and Development Charge Fees

## **Study Administration and Timing**

This project will be managed by the Comprehensive User Fee Study Team, who will ensure that the Terms of Reference are met. This Team will provide their

recommendation to Council.

The study is to commence during the second half of 2022 and be completed no later than September 30, 2022, such that the newly elected Municipal Council may consider the recommendations of the report for purposes of the 2023 municipal budget. The proposal should include a detailed study schedule, including timelines, which clearly indicates points of public participation and key deliverables. The study schedule will be prepared by the consultant, and implemented by the consultant in conjunction with the Comprehensive User Fee Study Team.

### **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 consultant will submit invoices for payment to the Town Treasurer'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.

## **10.0 EVALUATION AND MUNICIPALITY'S RIGHTS**

### **Review Committee**

The CAO will determine the individuals who will form part of the review committee and review submissions. The CAO will prepare a recommendation report to Council with respect to the approval of the successful Proponent 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:

- a. Reputation of the Firm including experience and qualifications of the principals and key team members in performance of Comprehensive User Fee Studies in a municipal setting – 30%
- b. Methodology proposed and overall content of the proposal – 30%
- c. Overall quality of the proposal – 10%
- d. Demonstrated understanding of the required deliverables – 10%
- e. Price – 20%

Total of Evaluation Rating – 100%

**APPENDIX A – SUBMISSION LABEL**

**TOWN OF COBOURG**

**REQUEST FOR PROPOSAL**

**Town of Cobourg Comprehensive User Fee Study**

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**NAME OF COMPANY, FIRM OR INDIVIDUAL  
(HEREIN KNOWN AS THE 'COMPANY')**

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**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

- a) 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.
- b) 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.
- c) Rates are to include all disbursements

## 2. Evaluation of Pricing/ Financial proposal

Pricing is worth 20% 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:

$(\text{Lowest Price} \div \text{Proponents Price}) \times \text{weighting (20)} = \text{Proponents Pricing Points}.$

## 3) Pricing Form Lump Sum Fee for Services

\$ \_\_\_\_\_, excluding HST

**Additional Services (If Any)–  
(To be negotiated separately)**

\_\_\_\_\_

## Appendix C – Similar Work Experience and References

Please list a **minimum of three** past projects including references where your company has provided similar goods or services within the last five 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

Existing User Fee By-Laws

#030 – 2016

#088 – 2017

#046 – 2019

#087 – 2021