



Request for Proposals
Total Project Management
for
Development of the Multi-Modal Level of Service Guide

DATE OF RELEASE OF RFP:

FEBRUARY 10, 2020

**CLOSING DATE AND TIME FOR SUBMISSION
OF PROPOSALS*:**

**MARCH 20, 2020 ON OR BEFORE 4:00:00 P.M. EASTERN
TIME**

***PLEASE NOTE THAT THIS DATE AND TIME MAY BE EXTENDED BY ADDENDUM**

February 13, 2020

Ontario Traffic Council

ELECTRONIC SUBMISSIONS ONLY

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DEFINITIONS

In this RFP, the following **bolded** terms have the meanings corresponding thereto:

AODA means the *Accessibility for Ontarians with Disabilities Act, S.O. 2005, c. 11*

Bid Documents consist of the RFP and all addenda issued in connection with the RFP

Business Day means any day except Saturdays, Sundays and Holidays in the Province of Ontario

Confidential Information means all proprietary, confidential and non-publicly available information provided by or on behalf of the OTC to the Consultant, whether in oral, written, graphic, schematic or electronic form

Conflict of Interest means any situation or circumstance where, in relation to the performance of its obligations under the Contract, the Proponent's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Contract

Contract means the contract entered into between the Ontario Traffic Council (OTC) and the Consultant

Contract Documents consist of the Bid Documents, including all amendments incorporated before the award of the Contract and subsequent amendments made pursuant to the provisions of the Contract and the Proposal submitted by the Proponent

Contract Price means the Subtotal Contract Amount identified in the Schedule of Prices Summary Table contained in the Proposal

Contract Time means the period of time specified in this document

Contractor/Consultant means the entity to whom a Contract is awarded as a result of this RFP

Day means a calendar day

Dollar Cost Methodology means the methodology used to determine the highest scoring

Dollar Cost Per Technical Point means the quotient of "X" ÷ "Y" where "X" is the total cost of the Proposal and "Y" is the technical score of the Proposal

Financial Proposal means the pricing information included in the Schedule of Prices contained in the Proposal

Holidays means New Year's Day, Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, Simcoe Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and any other day proclaimed to be a civic holiday in the Province of Ontario

MMLOS – Multi Modal Level of Service

Plan Taker means any entity that has registered for this RFP

Project Manager means the person designated by the OTC to manage the Project/Work on behalf of the OTC

Proponent means an entity that submits a Proposal in response to this RFP and, as the context may suggest, refers to a potential Proponent

Proposal means a Proponent's response to this RFP

OTC means The Ontario Traffic Council

Relevant Documents has the meaning given to such term under 1.1.1 (Background) of Section 1.1 (Terms of Reference) of this RFP

Request for Proposal or **RFP** means the document(s) issued by the OTC to which Plan Takers are invited to submit Proposals

Selected Proponent(s) means a Proponent(s) whose Proposal has been selected by the OTC for further consideration

Sole discretion means the sole, absolute and unfettered discretion of the OTC which may be arbitrarily exercised

Shall and must as used in this RFP reflect a mandatory requirement

Subconsultant means a person, firm or corporation who will have a direct contract with the Consultant to perform a part or parts of the Work

Technical Proposal means the components of the Proposal described in A8

Unresolved Litigation means any unresolved dispute between the OTC and any other party or related party adverse in interest, including third party and cross-claims, where either a legal proceeding has been commenced for an injunction, a mandatory order, a declaration or the recovery of money, or a threat of legal action has been made in writing

Work means the provision of goods and services as required by the Contract

Work Plan means an outline of critical tasks and schedule to ensure that deliverables are met for a project

Section A: General Information and Instructions

A.1 Intent of the RFP

The purpose of the Request for Proposals (RFP) is to initiate the process for companies to submit a Proposal for furnishing all professional and technical services for the creation of the Ontario Traffic Council Multi-Modal Level of Service Guide (the “Total Project Management (TPM) Services”).

A more detailed description of the Project scope and requirements is set out in Sections 1 and 4 of this RFP.

A.2 RFP Documents

This RFP package consists of the definition of the Project, the selection process, the Project scope and criteria for the performance of services.

Each Proponent must satisfy itself as to the sufficiency of the information presented and obtain any updating or additional information, and perform any studies, analysis or investigations the Proponent deems necessary in order to deliver the requirements of this Project.

In the event of conflicts or inconsistencies among the reference documents, documents with the most recent date shall prevail. This RFP document takes precedence over all reference documents. Where there are any inconsistencies between this RFP and any of the reference documents, this RFP shall prevail.

All requirements, designs, documentation, plans and information viewed or obtained by the Proponent in connection with this RFP are the property of the OTC and must be treated as confidential and not used for any other purpose other than replying to this RFP and the fulfillment of any resulting Agreement. Upon request of the OTC, all such designs, documents, plans and information shall be returned to the OTC.

Upon selection of the successful Proposal, selected components from the RFP document and the Proposal response will be appended to the Total Project Management Agreement (TPMA). The sections so noted throughout this RFP, and the proposed plans submitted by the Proponent will become the schedules to the TPMA. This combination will then represent the document signed by the OTC and the successful Proponent. If there is a discrepancy between the RFP document and the Proposal, the RFP document will prevail.

A.3 Proposal Process

The Proponent shall submit its Proposal for performing the TPM Services on the basis of the requirements of the RFP and upon the Proponent's further investigations and careful consideration of the content of the reference documents supplied by the OTC and those referenced in the RFP Documents.

Each Proponent shall be solely responsible for examining all the RFP documents, including any addenda issued during the RFP period, and shall be deemed to have satisfied itself of the sufficiency of its lump sum price for the TPM Services.

Proponents shall not make verbal inquiries of OTC staff or the Transportation Planning Committee with respect to this RFP other than as described in this section. Information given orally by OTC staff or the Transportation Planning Committee will not be binding on the OTC, nor will it be construed as a factor in the evaluation of the Proposals.

The OTC reserves the right to revise the RFP up to the Proposal due date.

It is the responsibility of the proponents to check the webpage for amendments.

Staff changes by the successful Proponent during the assignment will require written approval from the OTC, prior to any such change. The qualifications and experience of the proposed staff must be equivalent or better to the staff proposed at the RFP phase. Failure to comply may result in the termination of the assignment.

Costs Incurred by Proponents

Proponents shall bear all costs incurred in the preparation and submission of Proposals to the OTC. The OTC will not make any payment for Proposals received, or for any other effort required of, or made by, Proponents prior to the commencement of the Work.

Proponent's Submission

All correspondence, documentation, and information provided in response to this RFP may be reproduced for the purpose of evaluating the Proposal.

Proponents Structured as a Joint Venture or Consortium

Proponents structured as a joint venture or consortium shall upload all documents required as per section A5.

Acceptance and Rejection of Proposals

The OTC may, in its sole discretion, reject any or all Proposals, including without limitation, the Proposal with the lowest cost or the Proposal with the highest score, or accept any Proposal that the OTC, in its sole discretion, deems appropriate. The OTC may, in its sole discretion, reject a Proposal that fails to comply, in a material way, with the technical requirements of the RFP, as identified in Section A8 or (ii) is incomplete, conditional, or restricted or altered in a way that is not acceptable to the OTC; or (iii) is unbalanced.

If the OTC, in its sole discretion, deems the Contract Price or the price(s) for any item(s), part(s), section(s) or division(s) to be unbalanced, the Proposal may be deemed to be non-compliant and may be rejected. For the purpose of this provision, “unbalanced” means the price submitted, whether it be the Contract Price or a price for an item, part, section or division, does not reflect reasonable, anticipated costs for the required labour, equipment and materials, plus a reasonable proportionate share of the Proponent’s anticipated overhead and profit, or the Proposal creates a reasonable doubt that its acceptance will result in the lowest actual cost to the OTC.

Award of Contract

The OTC does not, by issuing this RFP or by any communication or documentation made or provided in connection with this RFP, incurs any duty of care or contractual obligation to any Proponent and expressly disclaims any liability or obligation to any Proponent in connection with this RFP.

The OTC reserves the right to accept or reject the highest scoring Proposal, or any or all Proposals received, and the right to conduct a subsequent procurement process.

Proponents will not, under any circumstances, have any claims against the OTC, including claims for incidental, indirect, special or consequential damages, or any loss of revenue, profit, or business opportunity, which arise out of, or are in any way related to, this RFP process, howsoever caused, including, but not limited to, claims arising out of the OTC’s rejection of any Proposal, or the OTC’s failure to award the Contract for any reason, including failure to obtain sufficient funding. In the event that the OTC is found liable for damages to a Proponent, such liability shall be limited to the Proponent’s costs incurred in preparing its Proposal.

The OTC may accept the Proposal of a Selected Proponent without further negotiations. The OTC’s acceptance of a Proposal and the RFP together shall constitute a binding contract between the parties and form the Contract. If required by the OTC, following notification of award of the Contract, the Consultant will execute a formal contract with the OTC incorporating the terms of this RFP, the Contract terms and conditions set out in Schedule B (Contract Terms and Conditions), the applicable portions of the Consultant’s Proposal, and any other terms

agreed upon following negotiation between the parties. The Consultant shall execute the Contract within thirty (30) days of notification of award, or such longer period as agreed to by the OTC.

The Consultant's failure to execute the Contract within the agreed period, may, in the sole discretion of the OTC, enable the OTC to consider the Contract void, in which event the OTC may enter into negotiations with another Selected Proponent.

Conflicts of Interest

Each Proponent, in its Proposal, shall declare all conflicts of interest or any circumstance that may be reasonably perceived as a conflict of interest that exists now, or may exist in the future. Failure to comply with this requirement will render the Proposal non-compliant and will cause the Proposal to be rejected.

The OTC may, in its sole discretion, waive any and all actual, potential, or perceived conflicts of interest, on such terms and conditions as the OTC, in its sole discretion, considers to be required to satisfy itself that any actual, potential or perceived conflict of interest has been appropriately managed, mitigated and minimized. In this regard the OTC may require the Proponent to implement measures or take other steps to manage or mitigate the impact of any actual, potential or perceived conflict of interest.

Blackout Period

Proponents shall not initiate communication with any OTC official, consultant or employee with respect to this RFP from the closing date up to, and including, the date that the Contract has been awarded (the "Blackout Period") or the RFP has been cancelled. Communication between Proponents and the OTC during the Blackout Period may only be undertaken through the OTC's Purchasing Analyst. Any communication initiated by a Proponent during the Blackout Period to any OTC official, consultant or employee other than the OTC's Purchasing Analyst may be grounds for disqualifying the offending Proponent from consideration for the award of this and/or any future OTC procurements.

Legislative and Licensing Requirements

All Proponents and Proposals shall comply with all legislation and regulations applicable to the performance of the Work.

Trade Agreements

Proponents should note that procurements coming within the scope of the Canada-Europe

Union Comprehensive Economic and Trade Agreement, the Canadian Free Trade Agreement and/or the Trade and Cooperation Agreement between Quebec and Ontario are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFP.

A.4 Proposal Time Schedule

The OTC reserves the right to modify the schedule or cancel this RFP for any reason without incurring any liability for costs, losses or damages incurred by any company invited to participate in the Proposal phase.

The anticipated schedule for the RFP phase of the Project is as follows:

Feb 10, 2020	-	Distribution of RFP documents
March 2, 2020	-	10:00 a.m. Bidders Meeting by conference call (to make inquiries) (647 689 4822 code 1040977 - optional
March 4, 2020	-	All written inquiries to be sent to OTC by 4:00 pm
March 5, 2020	-	OTC will post responses to inquiries on OTC website at 4:00PM
March 20, 2020	-	Closing of RFP: Proposal Due Date - closes at 4:00pm
April 15, 2020	-	Anticipated Award Date (Signed Agreement)
TBD	-	First conference call with MMLOS Steering Committee.
TBD	-	Start – Up meeting (in-person with consultant)

All Proposals shall be valid for 90 days following the proposal due date.

The lump sum price is valid for a period of 90 days only unless all proponents explicitly agree to extend their lump sum price for a longer period. Otherwise, all proponents may be requested to resubmit the financial proposal.

Please include a detailed fees breakdown of the various components of the job, and other expenses and disbursements per Task as fraction of the lump sum. All anticipated expenses and disbursements should be included in the initial proposal. A Project payment schedule based

on deliverables will be required to be submitted. Include unit rates.

A.5 Submission of Proposals

Proposals consisting of the Proposal (marked Envelope #1) and **one** copy of the Financial Proposal (marked Envelope #2) must be submitted as an attachment to an email in accordance with Sections 2 through 6. The OTC will receive Proposals no later than March 15, 2020, at the following address:

OTC
geoff@otc.org

Failure to submit by the time and date specified would result in disqualification of the submission. Late submissions will not be accepted and will be returned by email unopened. The Proponent alone bears the responsibility for ensuring delivery of the submissions to the above email address by the stipulated closing date and time.

Each Proposal package must be marked in the body of the email with the following:

OTC Executive Director Geoff Wilkinson

Project Description OTCMMLOSG2020

Proponent's name and address	_____
Name (Company Authority)	_____
Date	_____

“CONFIDENTIAL”

All pages of the Proposal (excluding staff resumes) shall have a header clearly indicating the Proponent's name.

The OTC office is open to receive Proposals between 9:00 a.m. and 4:30 p.m. Monday to Friday (excluding holidays). Proposals will be printed, dated and time stamped upon receipt. It is each Proponent's sole responsibility to see that its Proposal is received on time. **Any Proposals submitted after the submission closing date/time will be returned by email unopened** to the respective Proponent. All Proposals must be signed.

No alteration to the Proponent's Proposal will be accepted after the Proposal due date, except as provided for herein. A Proposal may be withdrawn by the Proponent by means of a written request delivered to the above noted address prior to the Proposal due date.

A.6 Omissions, Discrepancies and Clarifications

The OTC may elect to solicit further information from one, some, or all Proponents to clarify and support the information provided in the written submission.

Proponents shall seek clarification of any matter that they consider unclear before submitting a Proposal. The OTC is not responsible for any misunderstanding of this RFP on the part of the Proponent. If a Proponent finds discrepancies or omissions in the Bid Documents, or if a Proponent is in doubt as to their meaning, the Proponent shall notify the OTC. All points raised shall be communicated in writing.

The OTC shall make reasonable efforts to provide Proponents with written responses to questions that are submitted during the bidding process, subject to the provisions of this Section. Questions and answers will be distributed in the form of an addendum. The OTC may, in its sole discretion:

- Edit the question(s) for clarity;
- Exclude questions that are either unclear, irrelevant or inappropriate;
- Answer similar questions from various Proponents only once; and
- Not answer questions received less than 5 Business Days prior to the closing date.

Addenda

Proponents shall allow for the issuance of addenda during the bidding period. All amendments, new information, and clarifications to the Bid Documents will be posted to the Bidding Website in the form of an addendum. In the event the Bid Documents are amended via addendum, all terms and conditions of the Bid Documents which are not modified shall remain unchanged.

The OTC will notify Proponents of the issuance of addenda via email. The onus remains with Proponents to ensure that they have downloaded all addenda prior to submitting their Proposal. The OTC will not be liable for misdirected notices of addenda resulting from a Proponent's failure to update its contact information in the Bidding Website and/or Proponents who fail to check for addenda prior to submitting their Proposal. Proponents shall acknowledge receipt of all addenda prior to submitting their Proposal. Proposals that do not contain evidence of receipt of all addenda will be deemed to be "incomplete" and will not be accepted.

Errors and Omissions

The OTC shall not be held liable for any errors or omissions in any part of this RFP. While the OTC has used reasonable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The OTC does not guarantee or warrant that the information is accurate, comprehensive or

exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP. Information provided in this RFP is relied upon or acted upon by Proponents solely and exclusively at their own risk.

A.7 Non-collusion

A Proponent shall not discuss or communicate with any other Proponent about the preparation of their Proposals. Each Proponent shall ensure that its participation in the RFP process is conducted fairly and without collusion or fraud.

A.8 Proposal Evaluation Process and Award

The Proposal submission is to consist of two envelopes.

Envelope #1 will contain the Technical and Management Proposal.

Envelope # 2 will contain the Financial Proposal. Upon receipt of each Proposal submission, the OTC will separate the two envelopes. The Financial Proposals will remain sealed until the Technical and Management evaluations are completed.

Each submission will first be examined to determine if it meets the mandatory requirements.

A determination of non-compliance (omitted or unacceptable items) may result in disqualification of the submission from further consideration, in which case the Financial envelope will be returned to the Proponent unopened. The Proponent understands and agrees that the OTC may, if deemed necessary, verify any information provided in any Proposal. It must be clearly understood that if there is any evidence of misleading or false information having been given, the OTC may, in its sole discretion, reject the Proposal.

Each Technical and Management Proposal will be scored in accordance with the following relative weighting:

Schedule/Plan	Maximum Score	Minimum Score
Corporate Experience (total 50 points) Experience of Consultant key individuals on similar projects <ul style="list-style-type: none"> A profile of the Proponent and years in business (5 years or a combination of years in business and relevant experience) Qualification references 	50	0
Project Team (total 300 points) Including C.V.s Project Manager - Qualifications, Knowledge, Experience Key Members - Qualifications, Knowledge, Experience	175 125	60 60
Project Organization (total 200 points) Management Plan Co-ordination of Team: <ul style="list-style-type: none"> Organizational chart of the team, project leader, roles and responsibilities, and reporting structure, hours by team member Project Schedule: <ul style="list-style-type: none"> Proposed time task matrix and work plan to complete the Work 	100 50 50	40 20 20
Project Methodology/Detailed Plan (total 350 points) Consultant's approach to scope of work and deliverables: Concise methodology in undertaking that demonstrates a sound understanding of the project and how needs will be met Desktop publishing and graphic design of the Guide Innovative approach to project: Proponents may specify all value-added activities or innovative ideas that are proposed,	200 100 50	100 0 0
TOTAL SCORE	900	300

The individual components within each plan/schedule will be reviewed and scored based on the following:

0/10 = does not meet requirements	4/10 = addresses requirements
7/10 = exceeds requirements	10/10 = exceptional

Note: Scores may be allocated as any whole number between 0 and 10.

Where the results of the Technical and Management Proposal evaluation indicate an acceptable submission (meet the minimum score identified in the table above), the Financial Proposals pertaining to that submission will be opened. The Financial Envelopes of qualified submissions will be examined to confirm mandatory requirements have been met. A determination of non-compliance may result in disqualification of the submission from further consideration.

The lowest bid price will receive 100 points. The 2nd lowest bid will receive 67 points. The 3rd lowest bid will receive 50 points. The 4th lowest bid will receive 33 points. The 5th or lower bid will receive 0 points. Any bid over \$120,000 (exclusive of HST will be disqualified).

If a Proposal does not meet the Technical & Management requirements (i.e., scored below the Minimum Score as described in the above table), the Proponent will be disqualified, and the Financial Envelope will be returned unopened.

Upon conditional award, any additional clarifications required of the conditionally awarded Proposal will be resolved with the Proponent.

The award of an assignment to a successful bidder is subject to the OTC approvals required. The acceptance of a proposal and the award of this assignment will be made in writing and only in writing. The successful Proponent will be required to enter into and duly execute a written contract with the OTC in the form attached hereto or referenced herein within five business days or such longer time period as is referred to in the written notice given by the OTC that the contract is ready for execution.

In the event that a successful Proponent fails or refuses to enter into and duly execute the written contract within the prescribed time, the OTC reserves the right, at its sole discretion, exercising reasonably, to award the assignment to another Proponent, not to accept any proposal, or to call for a new proposal, and the defaulting Proponent shall be liable for all losses, damages, costs and expenses (including consequential losses and damages, and legal fees on a solicitor and client basis) suffered or incurred by the OTC as a direct or indirect result thereof, including but not limited to any increase in the price of performance over the price submitted by the defaulting Proponent in its proposal.

Once a TPMA has been signed, the OTC will, if requested and as time and resources permit,

debrief each Proponent relative to its submission and evaluation results.

In the event that any proposal is not accepted, the OTC will not be liable for any costs or damages incurred by any Proponent including, without limitation, any expenses incurred in the preparation and submission of the Proposal.

A.9 Notice to Proponents

The OTC reserves the right to visit the office of the TPM Consultant or Sub-Consultant, to conduct an independent audit of the work currently completed. The TPM Consultant shall ensure that the assignment records are maintained and available for review at the time of such audits.

The OTC will monitor the timeliness and quality of the services/deliverables over the course of this assignment. The monitoring may involve items such as adherence to technical standards, value for money, adherence to the Quality Control of TPM Services Plan and the Terms of References.

A.10 Proposal Documents to Be Submitted

The Proposal shall be submitted as follows:

- A separate Envelope #1 is to contain the Technical and Management Proposal and must include all information defined in the appropriate Sections 2 through 4 and 6;
- Envelope #2 is to contain the Financial Proposal including all information described in Section 5.

A.11 Relationship between RFP Documents

The submission requirements of the RFP are defined in Sections 2 through 8. The response to the RFP is structured to consist of a number of Plans describing the Proponent's approach and the proposed Project Schedule. Each Section and proposed Plan are numbered to correspond with the Schedules to the TPM Legal Agreement (sometimes referred to throughout this document as the "TPMA", listed in Section 1.4 of the TPMA).

Upon selection of the successful Proposal, selected components from the RFP document and the Proposal response will be appended to the TPMA. The sections so noted throughout this RFP, and the proposed Plan submitted by the Proponent will become the Schedules to the TPMA. This combination will then represent the document signed by the OTC and the

successful Proponent. If there is a discrepancy between the RFP document and the Proposal, the RFP document will prevail.

Section 1: Project Description

The Terms of Reference for the Project Description shall become Schedule 1 to the TPMA.

1.1 Terms of Reference

The goal of this consulting assignment is to develop the necessary process, methodology and tools for assessing the performance of all travel modes, thus allowing the consideration of trade-offs between different road users. Assessing the quality of service for pedestrians, cyclists, transit, trucks and conventional traffic on different types of urban, suburban and rural roadways to allow all concerned to understand how changes to infrastructure or roadway operations would improve or degrade the quality of service for each mode.

Performance measures for roadways are typically based on the practice of assessing 'level of service' for motorized vehicles; conventionally, there has been an absence of consideration given to the level of service offered to pedestrians, cyclists and transit users on those roads. Increasingly, the residents of cities and towns in Ontario are demanding that their elected officials and municipalities make changes to how roads are designed, built and operated. Road safety for vulnerable road users such as pedestrians and people riding bicycles is a chief concern, and many communities are striving to build 'complete-streets' that allow people to be more physically active and to enhance their quality of life.

The successful Proponent will be responsible for project planning, research and development of the MMLOS Guide to the satisfaction of the Steering Committee. The consulting firm will consult with the Steering Committee as per 4.2.5 to ensure the Guide reflects and enhances best practices of the varying land use and transportation planning contexts across Ontario municipalities.

The Proponent will be responsible for coordinating and carrying out project planning, schedules, development and delivery of the MMLOS Guide to the satisfaction of the Steering Committee.

1.1.1 Project Background

Beginning in 2017, the Ontario Traffic Council (OTC) through the leadership of the Transportation Planning and Active Transportation Committees - began investigating the merits of developing an Ontario focused guideline for better assessing the needs of all road users. To

advance the research and development of a new province-wide Multimodal Level of Service (MMLOS) Guideline (working title) a decision was made to carry-out the work in two phases.

Phase One - the completion of a 'Literature Review' to identify the current state of practice of multi-modal level of service analysis, and potential implementation in Ontario; in consultation with the OTC – MMLOS Project Steering Team, MTO and other Provincial stakeholders. The review of alternate and best practice methods for assessing roadway Level of Service (LOS) highlighted that all the methodologies reviewed displayed some benefits and limitations. However, no one methodology was identified as being applicable "off the shelf" as an Ontario guideline, and the results of this work have provided the foundation for the scoping of the Phase Two - Terms of Reference.

Phase Two is this project to develop an Ontario MMLOS Guideline that aims to provide the necessary tools process and associated methodologies for assessing the performance of all travel modes, thus allowing the consideration of trade-offs between different road users. Assessing the quality of service for pedestrians, cyclists, transit, trucks and conventional traffic on different types of urban, suburban and rural roadways allows all concerned to understand how changes to infrastructure or roadway operations would improve or degrade the quality of service for each mode.

To address road safety concerns and to better understand the requirements from an engineering standpoint to deliver on the community aspiration of 'complete-streets', the emerging best practice for roadway planning, design and operation involves measuring multi-modal levels of service (MMLOS). The assessment of user comfort & safety related to the proposed infrastructure design is vital to getting it right, however, there is currently no "universal" or "one-size-fits-all" methodology for assessing M-LOS, and a variety of criteria and approaches are in use.

Technical Proposal

- Provide enough detail to demonstrate your understanding of the scope and objectives of the project and any specific issues deemed relevant to the scope of work. Indicate any major difficulties anticipated in implementing the project requirements.
- Description of the tasks in the proposed work plan to complete the assignment, approach to the work required, delivery of Progress Reports, project management approach and Quality Assurance/Quality Control program.
- In completing the Scope of Work, explain how you will take into consideration the Agency's business and public sector dynamics.
- Indication of any value-added services, which may be available free of charge.
- Provide a list of projects that the project team members proposed have completed that are similar to the requirements of this RFP.
- Other information that you feel is relevant but not covered above including but not limited to other services and innovations available beyond those identified.

Background Report

A background report shall include a review of background materials and policies, best practices, lessons learned, feedback from the OTC and Project Steering Committee. The report shall also include refinement and confirmation of the approach to be followed by the successful Consultant for the project, and any additional work items, as required by the Agency to complete the project.

Draft Report

A draft report shall incorporate all the tasks identified in the Scope of Work and comments received from OTC staff as well as the Steering Committee.

Final Report

A final report shall expand on the draft report and document all final comments and refinements.

Presentations

The successful Consultant shall prepare up to three presentations on the final deliverables of the project to relevant groups.

Prior to each presentation, the successful Consultant shall be responsible for organizing all displays and preparation of all presentation materials. A synopsis for a handout and an electronic copy of the presentation shall be prepared by the Vendor and submitted to the Agency for review and acceptance.

Additional Presentations as Required (Provisional)

Vendors shall make allowance for additional presentations that may be required for this assignment as a Provisional item. Please provide a per presentation rate under the Provisional Items of the Pricing Sheet.

Progress Reports

The successful Consultant shall submit work progress reports presented by project tasks to the OTC with monthly billing, including a detailed accounting of time and expenses, status of project tasks and an updated project schedule, where required.

Section 2: Project Schedule

The Terms of Reference and the successful Proponent's project schedule shall become Schedule 2 to the TPMA. The Project Schedule is described in Section 4.2.5

The end of the project will be determined by the completion of each project task and deliverables, and the acceptance of each deliverable to the satisfaction of the Steering Committee. Following completion of the research elements, a graphic design firm will create images, lay out the document and develop a professional on-line Guide.

The Proposal shall include a detailed project methodology, schedule and detailed work plan including milestones and deliverables identified for the project. The work plan should include enough detail to demonstrate how the objectives will be achieved. It is imperative that adherence to the project time lines and associated schedule of tasks be maintained. The work plan must demonstrate the availability of enough resources to meet this objective.

The GANTT chart must show the start and finish dates for the various activities incorporated in the work plan (in accordance with the Scope of Work) and the dates of all proposed meetings. The proposed Project Schedule must include tasks to be completed in the proposed work plan as well as a person-hours matrix without fees, outlining the hours each team member has allocated to each of the tasks in the proposed work plan. The general timeframes for each key Task are noted above.

The successful Consultant shall maintain the Project Schedule and submit updated copies to the Agency, where required. Updates shall include current activities and identification of actual completion and delivery dates for the key activities.

The Project Schedule/Work Plan shall include the work-hours for professional and technical staff to complete each task. Hourly rates or dollar amounts must not be included in the Work Plan/Project Schedule.

2.1 Mandatory Schedule Reporting

The TPM Consultant shall update the project schedule and Microsoft (MS) Project chart, as described in Section 2.2, monthly and provide the updated schedule to the OTC along with a status report of the progress of the project. The updated MS Project chart shall show the actual start and end dates for activities and deliverables along with the original schedule dates and any revised dates.

Mandatory Meetings

All meetings shall be arranged with each individual team members and chaired by the TPM Consultant. Meeting dates are to be scheduled to ensure the availability of required team members. The TPM Consultant Project Manager shall be present at all meetings including meetings with sub-consultants. An agenda and a copy of the documents and plans to be discussed shall be supplied to each member of the OTC's Steering Committee a minimum of five business days prior to the meeting.

The TPM Consultant shall provide enough staff at all meetings to ensure that the proceedings are not unduly delayed for the purposes of taking minutes. Minutes shall be prepared in draft for all meetings within five business days and distributed by e-mail to all Steering Committee members for their review.

2.2 Proposal Instructions

The proposed Project Schedule shall conform to the requirements set out in Section 2.1. The schedule shall be in MS Project chart form and include, as a minimum, the activities and dates in Section 2.1 and other specified dates in Section 4.2.5 of this RFP.

NOTE: No work by the TPM Consultant shall be planned to start before the Award Date in Section A.4 of this RFP.

The Proposed Project Schedule shall depict the entire Project showing the major milestones in the process from TPM Project award through to submission of the deliverables as outlined in Section 4.2.5.

Section 3: Management Plan**3.1 Terms of Reference**

The key individual identified as responsible for overall Project Management (project coordination, cost and schedule control, etc.) shall have:

- a) Proven ability to manage projects of similar size and nature and to deliver completed quality work on time and within budget;
- b) Proven ability to coordinate a multi-disciplinary team on projects of similar size and nature; and
- c) Authority to act on behalf of the company.

3.2 Proposal Instructions

The proposed Total Management Plan shall include the following:

- a) Organizational chart for the project indicating all staff or organizations (sub-consultants) and their reporting relationships for all project activities inclusive of the following activities:
 - i) all components and tasks of the assignment
 - ii) in-house quality control and assurance of TPM Services
- b) Identification of the key individual responsible for overall Project Management. Provide a resume of the overall Project Manager that highlights: relative experience and past performance on projects of similar scope and complexity.
- c) Identification of the key individuals responsible for each of the individual sub-areas. Provide resumes of the key individuals that highlight relative experience and past performance on projects of similar scope and complexity.
- d) The Proponent shall submit a narrative that includes:
 - i) The Proponent's understanding of the assignment,
 - ii) The role and level of involvement of its key individuals in similar types of projects (including the owner's name, the name of a contact person, and a phone number to facilitate verification by the OTC),
 - iii) A discussion of the applicable experience of the Project Manager, the functions and relative responsibility/authority of the Project Manager.
- e) A description of the Proponent's project management approach for this assignment.

This should include, the Proponent's role in administering the project, project-specific issues requiring a specific management approach and the functions and relative responsibility/authority of the Project Manager.

f) A description of the firm's schedule control mechanisms and what action will be taken to ensure the project schedule of the assignment will be maintained and what will be done to restore the schedule if problems develop. Describe how the schedule updating requirements in Section 2.1 will be achieved. Describe how scope changes will be handled to minimize schedule delays.

Section 4: Detailed Plan - Creation of the 2020 OTC MMLOS Guide

4.1 Project Description

The objective of this Project was outlined in Section 1.

4.2 Terms of Reference

The scope of work includes the performance of all work necessary or appropriate for the Consultant to deliver the Project as provided in the TPMA. The list of tasks outlined in this Terms of Reference is intended to serve as a guide in developing a comprehensive list of work required for the assignment. It should not be taken as all-inclusive.

4.2.1 Project Tasks

The Consultant will be required to detail and describe the steps and procedures that it will undertake to create all sections of the 2020 MMLOS Guide:

- Project Rational
- Methodology used
- Resources and references

The Consultant will be responsible for coordinating and carrying out project planning; tracking and monitoring of project tasks, schedules and costs; development and delivery of the 2020 MMLOS Guide to the satisfaction of the Steering Committee.

The end of the project will be determined by the completion of each project task and deliverable, and the acceptance of each deliverable to the satisfaction of the Steering Committee. The OTC Project Manager will closely monitor the Consultant's progress to ensure project milestones and deliverables are met.

The scope of work includes the performance of all work necessary or appropriate for the

Consultant to deliver the Project. The list of tasks outlined in this Terms of Reference is intended to serve as a general guide in developing a comprehensive list of work and associated tasks required to complete the assignment and it should not be taken as all-inclusive.

2020 MMLOS Guide *OUTLINE*

The Consultant will review each project activity and update as required. The following is a partial list of project tasks to be undertaken by the Consultant and should not be considered as all-inclusive:

- Task 1a** **Review recent/relevant municipal studies/policies/practices in Ontario with regards to Multi-Modal Levels of Service including the OTC MMLOS Report. Review the suitability of other jurisdictions' guidelines and evaluate their applicability for Ontario.**
- Task 1b** **Provide a summary of findings and Identify best practices and from the results of Task 1.**
- Task 2** **Provide recommendations for the development of the Guide**
The consultant will compile the recommendations in a direction report incorporating the material content for each of the sections of the Guide and suggestions for the structure, format and content of the Guide
- Task 3** **Develop the Guide/MMLOS Toolbox – including relevant material text, list of drawings, figures, tables, appendices and Task 1 content. Build upon the table of contents structure provided below for the 2020 MMLOS Guide.**

Table of Contents:

Section 1: Introduction

Section 2: Foreword

Section 3: Legislative Authority

Provincial Policy Statement (2014)

<https://www.ontario.ca/document/provincial-policy-statement-2014/part-v-policies->

[10](#) -

Section 4: Purpose of the Guidelines

Section 5: Definition of Multi-Modal Levels of Service

Section 6: General considerations and process

Sections 7: Toolbox – guidance on key elements, acceptable data sources and procedures assessing the transportation impact to support proposed development, road reconstruction or other related project

Sections 8: examples

Etc.

- ▶ **Appendix A: Parson’s MMLOS Report commissioned by Transportation Planning Committee**
- ▶ **Appendix B: Glossary**
- ▶ Appendix C: Transportation Association of Canada - Integrating Health and Transportation in Canada
<https://www.tac-atc.ca/en/publications/ptm-ihtc-e>
- ▶ Appendix D: City of Kitchener - Completes Streets Guidelines
<https://www.kitchener.ca/en/resourcesGeneral/DSD-19-235-Complete-Streets-Guidelines-Kitchener.pdf>

Task 5 Submit draft of the 2020 MMLOS Guide.

Task 6 Desktop publishing, image creation, web tools for the Guide to be undertaken.

Task 7 Finalize 2020 MMLOS Guide based on comments and suggestions from Steering Committee.

4.2.2 Project Team

The Steering Committee will contribute:

- A. Advice and recommendations to the Consultant on Guide content. The Steering Committee members will be responsible for reaching a consensus on all relevant matters and presenting a single recommendation to the Consultant
- B. Relevant municipal, MTO and other studies, reports, data and provincial legislation that may assist the consultant as they undertake the jurisdictional scan and literature review.
- C. Direction and feedback to the Consultant based on the Consultant’s recommendations and other submitted material.
- D. Responses to questions and on-line surveys from the Consultant.

This Steering Committee will meet up to a maximum of 6 times (kick-off meeting in TBD, and up to 5 subsequent meetings within the Greater Toronto area) with the consulting team. The Steering Committee shall be comprised of representatives from Ontario Traffic Council and the following municipalities:

- Other municipal funding partners will be added

A representative of the Ontario Ministry of Transportation will attend Steering Committee meetings to assist with expressing provincial perspectives.

The Consultant shall supply team members with the following expertise to the assignment:

Key Personnel

Identify key personnel, provide a brief description of experience, their guaranteed availability and role in this assignment, include a reporting structure chart and reference name/phone number for three similar assignments completed by the overall Project Manager or lead.

Resumes

Resumes submitted in an Appendix shall include the following as a minimum:

- Education/qualifications
- Length of experience in this field
- Tenure with each organization
- Relevant work/project experience

Project Manager

A core project team consisting of OTC staff and the Project Steering Committee will co-ordinate the work of the successful Consultant. Members of the steering committee will provide direction on an ongoing basis.

The successful Consultant shall appoint one person as Project Manager, who shall report to the steering committee. This consultant Project Manager will liaise with OTC staff and the steering committee for the purpose of completing specific tasks. The steering committee will lead the project and provide guidance to ensure successful completion of the project. The consultant Project Manager shall:

- Keep the steering committee informed of progress on a regular basis, and meet with the steering committee at least once monthly;
- Provide the OTC Project Manager with copies of all correspondence;
- Consult with the OTC Project Manager on potentially significant or controversial issues, options considered, and solutions adopted;
- Consult with the OTC Project Manager prior to deviations from standards, specification and procedures;
- Consult with the OTC Project Manager prior to any significant schedule and/or project team member changes; and participate in meetings with stakeholders, as required.

Key Attributes

Ability to lead and co-ordinate multi-disciplinary engineering specialties.

Demonstrated knowledge of and extensive experience with current industry and:

- Transportation Planning Active transportation infrastructure and programming Transportation/Pedestrian and Cycling Planning;
- Multi-modal Transportation Planning and engineering, and urban design;
- Transportation Demand Management strategies;
- Socio-economic, environmental, and community health performance indicators

Demonstrated experiences in writing specifications, guidelines, standards, policies, practices and manuals.

Demonstrated proficiency in presentation, consultation, communication and technical writing skills.

Specialists

Demonstrated knowledge of and extensive experience with:

- Active and shared transportation
- Human (empathic) centered design
- Transportation equity
- Urban design

Specialists must demonstrate their knowledge and expertise in their specific area of expertise.

Support Staff

Editors must have demonstrated experiences in writing specifications, guidelines, standards, policies, practices and manuals.

Writers must have experience in current industry practice.

Desktop publishing support staff must be familiar with current PDF publishing requirements and creating web-based resources.

Note:

The Consultant will be required to identify the Writers and Editors for this Assignment in their proposal.

The Consultant will also be required to list the specific and individual tasks that each team member will be undertaking including their duties and contributions to Tasks and Deliverables and these must be clearly identified and detailed in the proposal.

4.2.3 Level of Co-ordination

Project status update meetings will be held with the full Steering Committee when major milestones have been completed. Material for discussion at project meetings shall be submitted at least five business days prior to the project meeting.

The Consultant's Project Manager, and key support staff shall attend all project meetings. The Consultant will be required to identify in their submission key staff members that will be attending project meetings.

Agenda and minutes will be prepared and distributed by the consultant for all project meetings. The agenda for project meetings shall be distributed five business days prior to the scheduled meeting date and shall be structured to allow for input by project team members during the meeting. Minutes of meetings shall be distributed within five business days to all attendees and others as required.

Additional meetings may be required between the Consultant's staff, OTC staff and the Steering Committee particularly regarding technical details. The consultant shall distribute drafts of working papers and the final deliverables at least five business days prior to a meeting or request for comments.

The Consultant will keep the OTC's Project Manager informed of project progress on a monthly basis and/or as required. The Consultant shall respond to any OTC inquiries within five business days and provide written response to all questions and concerns raised at meetings within five

business days.

The Consultant will be responsible for coordinating and carrying out project planning, tracking and monitoring project tasks, schedules and costs, development, graphic layout and delivery of the final document to the satisfaction of the OTC's Project Manager.

The Consultant will be required to compile and summarize all comments provided on the draft material by the Steering Committee (spreadsheet format is recommended) prior to making changes and respond to the Steering Committee on how their comments were addressed.

The end of the project will be determined by the completion of each project task and deliverable, and the acceptance of each deliverable to the satisfaction of the OTC's Project Manager.

4.2.4 Main Project Deliverables

- Development of technical contents of each section of the Guide.
- Submission of 1st draft of the 2020 MMLOS Guidelines.
- Submission of 2nd draft of the 2020 MMLOS Guidelines.
- Final 2020 MMLOS Guidelines materials, source materials etc.

4.2.5 Project Schedule

The following is a project schedule for this assignment; the Consultant will be required to complete this schedule.

Contract Award: April 15, 2020

First conference call with the Committee TBD

Start-up Meeting: April 21, 2020

Monthly Project Meetings Monthly or as needed

Steering Committee Meetings (max. of 5 in-person meetings)

Results of Task 1

Results of Task 2

Results of Task 3

Results of Task 4

Results of Task 5

Results of Additional Tasks Identified by Consultant

Submission of 1st Draft

Submission of 2nd draft

Development of Images, Figures and Web Design
Submission of Final Deliverables December 1, 2020

Note: The Steering Committee will require at least 3 weeks to review and provide comments on all draft documents and this should be taken into consideration in the schedule.

4.2.6 Payment

Invoices will be permitted on completed and delivered items as per the agreed upon work plan. The maximum award will be \$120,000 (exclusive of HST) for all tasks. The OTC is funding this project through member financial contributions. The project will not be awarded until such time as the financial contributions are able to cover the cost of this project. There is to be no contingency funds available for project expenses over budget.

4.2.7 Proposal Instructions

The consultant must submit a proposal that includes the following information as a minimum for evaluation purpose:

Scope and objectives – Demonstrate a clear understanding of the Project's objective/scope and describe the challenges that might be encountered in its execution.

Methodology – Describe the approach in which various components of the project are to be undertaken, level of analysis, resources that will be used and innovation proposed.

Work plan – Show the time budgeted for the various components of the project; include deadlines for approvals through the various stages and show that adequate time and resources are devoted to all aspects of the Project.

Fees breakdown – include a total Project cost, a detailed fees breakdown of the various components of the job, and other expenses and disbursements per Task. All anticipated expenses and disbursements should be included in the initial proposal. A Project payment schedule based on deliverables will be required to be submitted. Include unit rates.

Project Team – Include the names and backgrounds of the Project leader and team members (including sub-consultants), giving examples of similar projects they have worked on. This section must show that the team members have considerable experience in working with the subject matter and material.

The Consultant will be required to list the specific and individual tasks that each team member will be undertaking including their duties and contributions to Tasks and Deliverables and these must be clearly identified and detailed in the Proposal.

References – Provide appropriate staff resumes and references.

Your submission should be limited to 10 single-sided pages, sized 8.5" X 11", not including schedules, appendices or resumes.

The OTC project team's main criteria in evaluating the submissions will be the Consultant Team member's qualifications and experience, methodology proposed, detailed work plan and innovation shown. The Steering Committee reserves the right to interview selected candidates prior to selecting a consultant team.

4.2.8 Proponents Understanding of the Project Scope

In issuing this RFP, the OTC MMLOS Guidelines Steering Committee is relying on the experience and expertise of the consultants to prepare a comprehensive proposal.

It is the Proponent's responsibility to ensure that it has all the necessary information concerning the intent and requirements of this RFP and Project.

Any change to this RFP will be issued in writing to all Proponents as a formal addendum.

4.2.9 Quality Control

The Consultant shall be solely and fully accountable for the quality of deliverables, including grammar, wording and presentation. The OTC reserves the right to recover costs which may result from errors, omissions or other actions or inactions of the Consultant.

The OTC will inform the Consultant in writing to correct deficiencies and non-conformance of the TPMA.

Deficiencies and non-conformance in individual or company performance, which are not corrected in a timely fashion, or to the satisfaction of the OTC, could where reasonably justified, result in termination of the Assignment upon 30 days written notice.

Section 5: Financial Proposal

5.1 Terms of Reference

PAYMENT SCHEDULE FOR TPM SERVICES

The lump sum price shown in the Proposal Form shall be full compensation for all services, deliverables, equipment, materials and testing required to provide the TPM Services.

Detailed Consultant Services

The lump sum price for Functional assignments is shown in Table 1 of the Payment Schedule Form (prepared by the Proponent and submitted in its Financial Proposal). The Consultant will be required to submit a payment schedule based on a submission of deliverables. The payments will be made on a basis of deliverables completed and submitted. Billings must be accompanied by a description indicating the status of the work and percent completion.

5.2 Proposal Format

The Financial Proposal shall contain the following information:

- i) Completed and signed Proposal Form;
- ii) Completed Proposed Payment Schedule Form (Table 1)
- iii) Proposal Form

TO: Ontario Traffic Council (the "OTC).

FROM: _____
(the "Proponent")

ADDRESS: _____

TENDER

The Proponent hereby tenders and offers to enter into a contract to provide the Total Project Management Services specified in the Total Project Management Agreement and this Request for Proposals for the lump sum price of \$_____ (exclusive of HST) and agrees that upon acceptance of this Tender by the OTC, this Tender, the Total Project Management Agreement and the Request for Proposals response shall form a Total Project Management legally binding

agreement as described in this Request for Proposals document.

This Tender shall be irrevocable and open for acceptance for a period of ninety (90) days following the Proposal Due Date.

I HAVE AUTHORITY TO BIND THE PROPONENT:

Signature of Authorized Signing Officer:

(Print Name, Title)

(Date)

Section 6: Insurance Requirements**6.1 Terms of Reference**

The TPM Consultant including each firm of a Consultant Joint Venture on or before execution of the TPMA requires proof of insurance. The attached form can be used in providing proof of appropriate General Liability Insurance. (This form does not cover Professional Liability Insurance).

The TPM Consultant is to include the names of all funding organizations on any liability insurance used for the 2020 MMLOS Guide project.

If the TPM Consultant or Consultant Joint Venture chooses not to use this form, proof of appropriate General Liability Insurance coverage is required.

Certificate of Commercial General Liability Insurance

To: Ontario Traffic Council (hereinafter called the "OTC"):

1. This is to certify that _____

(hereinafter called the "Consultant") is insured by this insurer Policy No. (s) _____ expiring _____, covering liability, as imposed by law or assumed by the Company under the terms of the above described Contract, for damages because of:

- a) Bodily injury, sickness or disease, including death at any time resulting there from; and
- b) Damage to or destruction of property of others caused by accident, including loss of use thereof;

subject to a limit of liability of not less than five million (\$5,000,000) dollars, inclusive for any one occurrence.

2. As applying to the contract, the policy includes coverage for liability arising out of operations performed for the Consultant by any Sub-Consultant.

3. The policy includes, as an additional insured, the OTC, but only in respect of, and during, operations performed by or on behalf of the Consultant and not in respect of any act or omission of the OTC, or any of the OTC's servants. In addition, the policy shall contain a Cross Liability Clause Endorsement.

4. The policy shall be an occurrence policy.

In the event that the policy is changed or cancelled, the insurer agrees to give prior written notice to the OTC in the manner set forth in the Policy Conditions.

Dated at _____ this _____ day of _____ 2009

(Signature of Insurer's Official)

(Title)

Note: For Joint Ventures, all partners must complete this form.

Addendum:

CLOSING DATE AND TIME FOR SUBMISSION OF PROPOSALS*:	MARCH 20, 2020 ON OR BEFORE 4:00:00 P.M. EASTERN TIME
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