



**THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
REQUEST FOR PROPOSAL**

**CONSULTING SERVICES – COUNTY WIDE TRANSPORTATION
MASTER PLAN**

RFP #2018-EDW-59

PLEASE PRINT:

Name of Firm

Address

Postal Code

Telephone Number

Fax Number

Name of Person Signing for Firm

Name of Contact Person

Email Address for Contact Person

Company Web site

Closing October 05, 2018, at 2:00:00 P.M. Local Time

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
CONSULTING SERVICES – COUNTY WIDE TRANSPORTATION MASTER PLAN

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ATTACHMENTS AND APPENDICES:

Not Applicable

Bidders: Mandatory Requirements:

Bidders who have downloaded this document from the County's website are required to register with The Corporation of the County of Prince Edward, prior to proposal submission, failure to register with the County will result in your proposal being rejected – no exceptions.

In order to register, please send your contact information to the following:

**Patti White, Purchasing Clerk
The Corporation of the County of Prince Edward
by email: pwhite@pecounty.on.ca or
by fax: 613-476-7622**

Please be sure to indicate which tender your firm is registering for i.e. #2018-EDW-59

DEFINITIONS AND INTERPRETATIONS

1. PURCHASING BY-LAW:

PROPOSALS will be called, received, evaluated, accepted, and processed in accordance with the MUNICIPALITY'S Purchasing By-law and Procedures (copy available upon request). By submitting a PROPOSAL each PROPONENT agrees to be bound by the terms and conditions & definitions of that By-law and those Procedures and any amendments to them, as fully as if it were reproduced and attached to this RFP. Copies are available by visiting the County's web-site:

www.thecounty.ca

2. INTERPRETATION: THE FOLLOWING RULES OF INTERPRETATION APPLY:

- a) Each reference to Provincial legislation in this RFP, unless otherwise specified, is a reference to the Revised Statutes of Ontario, 1990 edition, and, in every case, includes all applicable amendments to the legislation, including successor legislation.
- b) The words "shall", and "will" used in this REQUEST FOR PROPOSAL denote imperative.
- c) The word "and" is an inclusive conjunction, the use of which indicates that all items or phrases in the subsection, article, or list in which it appears are permitted or required, as the case may be. The word "or" is an alternate conjunction, the use of which indicates that alternate or optional items or phrases in the subsection, article or list in which it appears are permitted or required, as the case may be; however, notwithstanding the foregoing, where the context permits, the word "or" may also be an inclusive conjunction having the same meaning as the word "and".
- d) The terms "Proponent" and "Consultant" in this document shall be interpreted as the party submitting the proposal and may be used synonymously throughout.
- e) The terms "Request for Proposal" and "Terms of Reference" in this document shall be interpreted as this document, which outlines the requirements of the above noted project, and may be used synonymously throughout.

PART A - INSTRUCTIONS TO PROPONENTS

1) REQUEST FOR PROPOSAL PURPOSE

The Corporation of the County of Prince Edward or “The County” is a thriving island community located approximately 2½ hours east of Toronto. The County is a single tier municipality of over 392 full and part time employees that serve approximately 24,000 permanent residents and over 490,000 summer visitors.

The purpose of this Request for Proposal is to invite qualified professional engineering firms to submit proposals for professional engineering services for the preparation of a “COUNTY WIDE TRANSPORTATION MASTER PLAN” for the County of Prince Edward.

It is the County’s intent to ensure transportation facilities and corridors are provided for and protected for the long term in order to ensure a safe and adequate system for the movement of people and goods throughout the County. This system includes the public road network, sidewalks, transit, airports, ferry, trails and bikepaths.

The project is to undertake a Master Plan study, within a Schedule ‘B’ Municipal Class Environmental Assessment and is to generally include the following objectives: (Refer to Part C for full details)

- Develop and maintain multi-modal transportation routes throughout the County, and linkages to external transportation systems, to facilitate community development and ensure access to goods, services, and amenities for the residents, visitors, and businesses of Prince Edward County.
- Ensure the transportation system is interconnected, efficient, safe, of sufficient width and supportive of all modes of travel, with dedicated facilities for vehicles, pedestrians and cyclists. Enhance active transportation facilities with streetscape elements such as benches, waste receptacles, bicycle racks, crosswalks, pedestrian-scaled lighting, and shade.
- Integrate the multi-modal transportation system with existing and planned land use patterns ensuring sufficient separation between the road allowances and adjacent buildings or structures.
- Develop and maintain the transportation system in a manner that has regard for the environmental, social, impacts of climate change, and aesthetic character and amenities of the community and the financial sustainability of the municipality.
- The integrity of major transportation corridors and facilities which move goods, and people such as County Highway 33 (Loyalist Park-

PART A - INSTRUCTIONS TO PROPONENTS

way), County Highway 49, Provincial Highways 62 & 33, Picton Airport, and Picton's deep water port will be protected and promoted.

- Develop specific guideline and policy documents as identified in the Terms of Reference.

The Work will include all necessary fieldwork/investigations and data collection, public consultation points, coordination with public, agencies and First Nations, and reporting. Fieldwork may include site visits to the various facilities and infrastructure, natural environmental impact assessments, archaeological assessments, cultural heritage assessments and any other investigations required to carry out the Class Environmental Assessment.

This RFP provides detailed information for Proponents who have the necessary qualifications and experience to fulfill the requirements of the RFP. Please read it carefully.

2) PROPOSAL DELIVERY & OPENING

- a) PROPOSALS made on the forms provided must be submitted in a sealed package, clearly marked **2018-EDW-59** and must be submitted to the following address to the attention of the following individual **prior to 2:00:00 p.m., Local Time, October 05, 2018** (the "deadline for submission"). PROPOSALS must be time-stamped at the above location to be considered. Late submissions will not be accepted and will be returned unopened without exception. The time stated on the time stamp located in the following office shall be the only recognized timepiece for the purpose of this submission.

Clerk's Department
THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
332 Main Street, 2nd Floor
Picton, ON K0K 2T0

USE RETURN "LABEL" (page) PROVIDED IN THIS TENDER PACKAGE

(Tape or glue it to the front of your submission envelope)

- b) **PROPONENTS shall submit one Technical Proposal marked "original" and two (2) additional copies sealed in an envelope clearly marked as Envelope A. Do not include in Envelope A any information related to the Fixed Fee. The package must include the signed Proposal sheet and**

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any forms provided in the Request for Proposal document to be completed by the Proponent such as Addendums.

Provide one Financial Proposal marked "original" and two (2) additional copies sealed in an envelope clearly marked as Envelope B. Both sealed Envelopes A and B are to be placed in a sealed package.

Also include one (1) electronic CD/DVD/USB version of the Proposal.

- c) In the event that the PROPOSAL (comprising of the Technical and Financial Proposals) are too large for to fit into separate envelopes, the PROPOSAL shall be sealed in boxes/cartons clearly marked with the CONTRACT number and description, and with the label "Envelope A" and "Envelope B" in separate cartons.
- d) The use of the mail or courier services for delivery of a PROPOSAL will be at the risk of the PROPONENT.

In the event that the PROPOSAL is received by a means other than 'in person' and is received past the submission deadline, it will be time stamped and returned unopened by courier.

- e) **Note: Since PROPOSALS must be submitted in sealed envelopes, submissions by facsimile or electronic delivery secure site or otherwise, are not acceptable.**
- f) The MUNICIPALITY 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 MUNICIPALITY and will not be returned. There will be no payment to PROPONENTS for work related to and materials supplied in the preparation, presentation and evaluation of any PROPOSAL, nor for the CONTRACT negotiations whether they are successful or unsuccessful.
- g) The MUNICIPALITY, 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 the acceptance, or non-acceptance by the MUNICIPALITY of any PROPOSAL, or by reason of any delay in the acceptance of any PROPOSAL.
- h) PROPOSALS will be opened at a public proposal opening meeting 15 minutes following the deadline for submission in the Committee Room, The Corporation of the County of Prince Edward, 332 Main Street, 3rd. Floor, Picton, Ontario and PROPONENTS are invited to attend. Only the names of

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the PROPONENTS and their compliance status will be read out at the opening. No additional information will be disclosed at that time. Requests for information as disclosed at the public opening shall be in writing, directed to the individual indicated in Part A of this RFP.

3) PROPOSAL SUBMISSION

- a) Submission of a PROPOSAL will constitute acceptance of all provisions contained in this RFP on the part of all PROPONENTS.
- b) When submitting a PROPOSAL, PROPONENTS must ensure that all areas of this RFP that require information are completed and submitted in accordance with the instructions, including but not limited to a completed original Schedule of Prices. Failure to do so may result in the incomplete PROPOSAL being rejected.
- c) If a PROPOSAL does not conform in every detail with the Terms of Reference attached to this RFP as Part C, the PROPONENT is required to explain the deviation in the PROPOSAL.
- d) All PROPOSALS must be made upon the Form of Proposal/Agreement to Contract attached to this RFP as Part D.
- e) The PROPOSAL must bear an original signature of an authorized signing officer of the PROPONENT or the PROPOSAL may be rejected. If a joint PROPOSAL is submitted it must be signed by signing officers of each of the joint PROPONENTS.
- f) PROPOSALS which are incomplete, conditional, illegible, or obscure or which contain reservations, erasures, alterations, or irregularities will be declared IMPROPER and may be rejected. PROPOSALS must be legible, written in ink, or by typewriter/printer. PROPOSALS written in pencil will not be considered. In the case of an error in extending the unit prices, the unit price shall determine the quoted price.
- g) None of the conditions contained on the Proponent's standard or general conditions of sale shall be of any effect unless explicitly agreed to by the MUNICIPALITY and specifically referred to on the Contract.
- h) Any erasures or corrections to a PROPOSAL must be initialled or noted by the PROPONENT or the PROPOSAL may be deemed as IMPROPER and may not be considered.

4) INQUIRY

PART A - INSTRUCTIONS TO PROPONENTS

- a) All inquiries regarding this RFP shall be directed, in writing, to the attention of Patti White, Purchasing Clerk, Municipality of Prince Edward County at: (613) 467-2148 ext. 1506, or by email to pwhite@pecounty.on.ca. Inquiries of a technical nature will be forwarded on to appropriate staff through the Purchasing Clerk for a response which will be provided in the form of an addendum. A fax cover sheet, entitled "Questions for Clarification" is included for the PROPONENT'S convenience.
- b) Any inquiries will be responded to in writing. Any clarification shall not alter the PROPOSAL. Oral arrangements or discussions cannot be relied upon.
- Should a Bidder have any questions or need further clarification, he/she should contact the County representative named in this document. Questions will only be received until 4:00 p.m. on October 02, 2018, to enable the County to prepare an addendum (if any). Questions received after 4:00 p.m. on October 02, 2018 may not be acknowledged or answered.**
- c) If during the period prior to submission of PROPOSALS, the MUNICIPALITY determines, in its sole and unfettered discretion, that part of the REQUEST FOR PROPOSAL requires formal amendment or clarification, written addenda to this REQUEST FOR PROPOSAL will be produced and distributed to all known PROPONENTS. In that case, the PROPOSALS shall identify the addenda and indicate how they respond to them. The PROPONENT shall list and attach any addenda that were considered when the PROPOSAL was prepared. Failure to execute and return any and all addenda issued by the MUNICIPALITY will result in the PROPOSAL being deemed as IMPROPER.
- d) PROPONENTS attempting to contact MUNICIPAL staff or elected officials other than the contact indicated in this RFP in subsection a) above, for whatever reason, during the PROPOSAL or evaluation process, are advised that such action may result in their disqualification from the process and removal of their name from the BIDDER'S LIST. If consultation is deemed to be necessary by the MUNICIPALITY, a pre-proposal meeting of all PROPONENTS and MUNICIPAL staff will be arranged at a location of the MUNICIPALITY'S choosing. The MUNICIPALITY reserves the right to change the deadline for submission, if necessary, to accommodate such a meeting.
- e) Although the Corporation of the County of Prince Edward will make every reasonable effort to ensure a PROPONENT receives all addenda issued, it is the PROPONENT'S ultimate responsibility to ensure all addenda have been received.

PART A - INSTRUCTIONS TO PROPONENTS

- f) All references to PROPONENTS include all staff from the proposing organization as well as all Proponents and sub-contractors that the proposing organization may hire to supply the SERVICES.
- g) A proponent may submit a question by fax, and request that the question and answer not be circulated to other proponents. The Corporation of the County of Prince Edward will determine if the question points to an error or shortcoming in the RFP. If that is the case, The Corporation of the County of Prince Edward reserves the right to ignore the proponent's request, and will notify all interested proponents of the error and what corrective action to take. If the information is not critical, but The Corporation of the County of Prince Edward judges it fair to circulate the answer to all proponents, the inquiring proponent will be given the opportunity to withdraw the question. If none of the above conditions exists, and the question reveals a proponent's unique proposal strategy, The Corporation of the County of Prince Edward will honour the proponent's request and respond only to the inquiring proponent.

5) PROPOSAL CONTENT

PROPOSALS will be deemed complete if they include:

- a) A completed title page including the legal name and address of the head office of the PROPONENT. A blank title page is provided as part of this RFP.
- b) A completed and executed Form of Proposal - Agreement to Contract and Schedule of Prices, attached to this RFP as Part D.
- c) Reference list, attached to this RFP as Part E. PROPONENTS must provide three appropriate references, listing completed projects of a similar size and nature, including contact names and telephone numbers.
- d) A detailed information package, clearly identifying each item as outlined in Part C of this RFP.

If any of the above information (items (a) through (d) inclusively) is missing or deficient, the MUNICIPALITY reserves the right, in its sole and unfettered discretion, to request written clarification, or, if substantively remiss, to reject the PROPOSAL in its entirety.

6) PROPOSAL EVALUATION

PROPOSALS will be evaluated on the basis of information provided by the PROPONENT at the time of the submission as well as the previous experience of the PROPONENT in this marketplace.

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The County may contact PROPONENTS for interviews. The MUNICIPALITY may ask PROPONENTS to provide further information or clarification on the contents of their PROPOSAL or may be required to confirm statements on capacity, capability or costs.

PROPOSALS will be evaluated and scored based on the information supplied in accordance with Part C, as well as the following requirements:

Refer to Part C Section 3.0 for the proposal evaluation criteria.

7) ACCEPTANCE OF TERMS

Each PROPONENT, by submitting a PROPOSAL, represents that the PROPONENT has read, completely understands, and accepts the terms, conditions, and terms of reference of the RFP in full.

8) SITE VISIT

While proponents are encouraged to visit the County to familiarize themselves with the surroundings and general conditions in support of their proposal, there is no set site visit requirement for this proposal call.

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
CONSULTING SERVICES – COUNTY WIDE TRANSPORTATION MASTER PLAN

PART B – STANDARD TERMS AND CONDITIONS

1) INTENT

- a) The intent of this RFP is to secure one PROPONENT for all SERVICES, for all departments and/or agencies but the MUNICIPALITY reserves the right to choose more than one PROPONENT.

2) ACCEPTANCE

- a) As soon as practicable after opening the PROPOSALS, the MUNICIPALITY will endeavour to act upon them. The acceptance of a PROPOSAL will be notice in writing signed by a duly authorized representative of the MUNICIPALITY, and no other act of the MUNICIPALITY shall constitute the acceptance of a PROPOSAL. Acceptance of a PROPOSAL by the MUNICIPALITY shall bind the PROPONENT to execute the CONTRACT.
- b) The CONTRACT shall consist of and have priority in the following order:
- i) The contract for services
 - ii) this RFP and attached Terms of Reference;
 - iii) and the Proponent's PROPOSAL.
- c) The above mentioned documents will be interpreted in precedential order as they are named above regardless of the chronological order in which they are issued or executed. This means, for example, that if there is a discrepancy between a term in the MUNICIPALITY'S Contract for Services and a term in the chosen PROPOSAL, the term in the Contract for Services prevail to the extent of the discrepancy.
- d) The MUNICIPALITY may accept a PROPOSAL in whole or in part, whether the TOTAL ACQUISITION COST be the lowest or not, and may reject any or all PROPOSALS. There shall be no requirement of this RFP, implied or otherwise, that the PROPOSAL representing the lowest TOTAL ACQUISITION COST will be selected or preferred. The RFP process is used as a means of evaluating a number of criteria (one of which is TOTAL ACQUISITION COST). PROPONENTS must submit their PROPOSALS in accordance with all items identified in Part A, Part B, Part C and Part D of this RFP.
- e) The MUNICIPALITY reserves the right to award by items, groups of items, parts of items or parts of groups of items, or all items of the PROPOSAL, and to award CONTRACTS to one or more PROPONENTS; to accept or reject any PROPOSAL in whole or in part; to waive irregularities and omissions in the MUNICIPALITY'S sole and unfettered discretion, if in so doing, the best interests of the

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MUNICIPALITY will be served. No liability shall accrue to the MUNICIPALITY for its decision in this regard.

- f) Should the MUNICIPALITY receive only one (1) PROPOSAL on commodities/ services that have a known multiple source potential, the right is reserved to recall or cancel the competition.
- g) All PROPOSALS shall be irrevocable for one hundred and twenty (120) days following the deadline for submission to allow sufficient time for evaluation of the PROPOSALS and for the investigation of the PROPONENTS.
- h) Upon acceptance of a PROPOSAL, (or any part of it), by the MUNICIPALITY, the successful PROPONENT shall, if requested by the MUNICIPALITY to do so, execute and enter into an additional formal contract that is satisfactory to the MUNICIPALITY, to properly secure the CONTRACT resulting from the acceptance of a PROPOSAL (or any part of it) and to embody indemnity and related provisions that in the opinion of the MUNICIPALITY are required to protect the MUNICIPALITY. If at any time the MUNICIPALITY, in its sole and unfettered discretion, decides that satisfactory terms and conditions cannot be realized with a successful PROPONENT, the MUNICIPALITY reserves the right to enter into negotiations and finalize a CONTRACT with an alternative PROPONENT or revise and reissue this RFP or cancel this RFP. If the MUNICIPALITY exercises such right, the successful PROPONENT has no legal claim or recourse against the MUNICIPALITY, its elected officials, employees and agents for any expenses, costs, loss or damages incurred or suffered.
- i) No PROPOSAL shall be accepted from any person or PROPONENT who, has a claim or has instituted a legal proceeding against the MUNICIPALITY or against whom the MUNICIPALITY has a claim or has instituted a legal proceeding, without the prior approval of the MUNICIPAL Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this RFP.

3) PROPONENT ELIGIBILITY

- a) PROPONENTS must meet the MUNICIPALITY'S requirements for experience. The MUNICIPALITY will disqualify any PROPONENT who cannot provide the following, when requested by the MUNICIPALITY:
 - i) proof that they have previously held and satisfactorily completed a contract of the size and type being proposed; or
 - ii) The Consultant Project Team will consist of professional and technical staff with the required experience to carry out the tasks required by this REQUEST FOR PROPOSAL; or

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- iii) adequately demonstrate that they have the ability to provide the necessary expertise and resources to satisfactorily complete the CONTRACT.
- iv) evidence of sufficient professional liability insurance.
- v) The successful Consultant will be a firm of Consulting Engineers with a Certificate of Authorization in the Province of Ontario.
- vi) The Consultant's Primary Contact and Project Manager for this project shall be a Professional Engineer licensed to practice in the province of Ontario, with a minimum five (5) years professional experience in water and sewer infrastructure design and project management.
- vii) The Consultant Project team will include staff and sub-consultants with Ontario professional accreditation and experience in the following fields as a minimum: Civil Engineering; Geotechnical Engineering; and other professional staff as required.

- b) The MUNICIPALITY reserves the right to investigate and evaluate the experience, capability, registration and financial position of any PROPONENT prior to an award of a CONTRACT. The MUNICIPALITY reserves the right to reject any PROPONENT OR PROPOSAL based on the information obtained.

This PROPOSAL is made by the PROPONENT without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a PROPOSAL for the same SERVICES, and is in all respects fair and without collusion or fraud.

- c) The PROPONENT must declare all and any conflicts of interest, to its knowledge, including:
 - Where the Proponent has direct or indirect financial interest in any matter in which the County is concerned that would give rise to an actual or potential conflict of interest
 - Where the Proponent is engaged in any other projects or is providing services to any other client that would give rise to an actual or potential conflict of interest, including work for developers that own property in the County.
 - Where the Proponent is engaged in any direct or indirect beneficial interest, whether financial or otherwise with any other Consultant/Company retained by the County
 - Where an official or employee of the County has any direct or indirect beneficial interest, whether financial or otherwise, in the Proponent, or in their performance of the Services;

PART B – STANDARD TERMS AND CONDITIONS

4) ASSIGNMENT

- a) The PROPONENT shall not assign the CONTRACT (or any portion of it) without the prior written consent of the MUNICIPALITY.
- b) It is understood and agreed that the PROPONENT will be an independent SUPPLIER and that all services will be performed by the employees or agents of the PROPONENT. Sub-contracting agreements made by the PROPONENT will not release the PROPONENT from any obligation to the MUNICIPALITY with respect to the performance of the CONTRACT. Joint or consortium PROPOSALS must have one prime PROPONENT who will be responsible for overall project success, provide one point of contact and a single billing point. The MUNICIPALITY shall not be responsible for payment to the Proponent's partners, sub-contractors or suppliers in the event the prime PROPONENT defaults on its responsibilities. The prime PROPONENT must communicate such to its partners, sub-Contractor and suppliers. The prime PROPONENT must also provide the MUNICIPALITY with a written statement outlining function components that the sub-Contractor(s) will be offering. The MUNICIPALITY must grant prior written approval, in its sole and unfettered discretion, for any assignment and all sub-Contractors.

5) INDEMNIFICATION

- a) The PROPONENT agrees that it will continuously save, keep harmless and fully indemnify the MUNICIPALITY, its elected officials, employees and agents and its successors and assigns, from and against all actions, claims, and demands whatsoever which may be brought against or made upon the MUNICIPALITY and the PROPONENT also agrees that it will continuously save, keep harmless and fully indemnify the MUNICIPALITY, its elected officials, employees and agents and its successors and assigns, against all types of losses, liabilities, claims, costs or expenses which the MUNICIPALITY may incur resulting from or arising out of the proponent's failure to exercise reasonable care, skill or diligence in their performance or rendering of any SERVICES or SERVICES to be performed or rendered by the PROPONENT, pursuant to the CONTRACT.
- b) The PROPONENT shall indemnify the MUNICIPALITY from all claims arising out of unpaid accounts relating to the CONTRACT. The MUNICIPALITY shall have the right at any time to require satisfactory evidence that the SERVICES (or any part of it) in respect of which any payment has been made or is to be made by the MUNICIPALITY is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

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6) CHARACTER OF WORKERS

- a) The reference to "workers" refers to workers of the PROPONENT and its sub-Contractor's (if any), and includes Corporate Officers.
- b) The PROPONENT agrees to employ only orderly, competent, and skillful workers. Whenever the MUNICIPALITY informs the PROPONENT in writing that any worker is, in its sole and unfettered opinion, incompetent, unfaithful or disorderly, the PROPONENT will ensure that the worker in question is removed from the work and shall not be further employed on the CONTRACT without the MUNICIPALITY'S written consent.

7) PROJECT SITE WORKING CONDITIONS

It is the PROPONENT'S responsibility to investigate the project site and the nature of the work and inform itself, before bidding, of all the physical and working conditions and administrative practices applicable.

8) PATENTS AND COPYRIGHTS

- a) The PROPONENT shall, at its sole expense, defend all claims, actions or proceedings against the MUNICIPALITY based on any allegations that the SERVICES (or any part of it) constitutes an infringement of any patent, copyright or other proprietary right, and shall pay to the MUNICIPALITY all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis occasioned to the MUNICIPALITY in this regard.
- b) The PROPONENT shall pay all royalties and patent license fees required for the SERVICES.
- c) If the SERVICES (or any part of it) is in any action or proceeding held to constitute an infringement of any patent, copyright or other proprietary right, the PROPONENT shall either secure for the MUNICIPALITY the right to continue using the SERVICES or shall, at the Proponent's sole expense, replace the infringing SERVICES with non-infringing SERVICES or modify it so that the SERVICES no longer infringes.

9) ERRORS AND OMISSIONS OF THE PROPONENT

Errors, mistakes, or omissions made by the PROPONENT, its agents, employees, or workmen shall be rectified by the PROPONENT at its sole expense.

PART B – STANDARD TERMS AND CONDITIONS

10) TERMS OF PAYMENT

- a) Unless alternate payment terms are specified in the Terms of Reference attached to this RFP as Part D, the MUNICIPALITY will accept up to one billing per month for 100 percent of the identified value of each fully completed element of the Milestones identified on the Time-Task Matrix. Invoices will be payable by the MUNICIPALITY 30 days after they are received.
- b) Payments made by the MUNICIPALITY, including final payment, shall not relieve the PROPONENT from its obligations or liabilities under the CONTRACT.
- c) Acceptance by the PROPONENT of the final payment shall constitute a waiver of claims by the PROPONENT against the MUNICIPALITY, except those previously made in writing in accordance with the CONTRACT and still unsettled.
- d) The MUNICIPALITY shall have the right to withhold from any sum otherwise payable to the PROPONENT any amount sufficient to remedy any defect or deficiency in the SERVICES, pending correction of the deficiencies or any amount sufficient to satisfy any claim the MUNICIPALITY has against the PROPONENT resulting from a previous CONTRACT, a legal proceeding or unpaid accounts, including property or business taxes.

11) UNPAID ACCOUNTS

The PROPONENT must indemnify the MUNICIPALITY from all claims arising out of unpaid accounts relating to the SERVICES and/or SERVICES. The MUNICIPALITY shall have the right at any time to require satisfactory evidence that the SERVICES in respect of which any payment has been made or is to be made by the MUNICIPALITY is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

12) CHANGES IN THE SERVICES

Proposed changes to the Contract can be initiated in writing by the Municipality to the Proponent. The Consultant will advise the Project Team of any impact on the time schedule and budget or any other implications of the proposed changes. Such changes, if approved will be incorporated into the Contract by formal Change Order. No changes required by the Proponent to remedy errors or other problems attributable to shortcomings of the Proponent, including persons employed or supervised by him, shall entitle him to additional fees. The

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Consultant shall not be compensated beyond the upset limit unless the Municipality provides written approval.

13) NON-PERFORMANCE

- a) The MUNICIPALITY reserves the right to determine, in its sole and unfettered discretion; non-performance of the CONTRACT, including the level of quality of SERVICES provided and further reserves the right to cancel any or all of the CONTRACT if the PROPONENT fails to provide a required deliverable thirty (30) working days past the project schedule, unless otherwise discussed and agreed upon by the MUNICIPALITY or where the delay is due to waiting for the MUNICIPALITY'S review comments or information. The MUNICIPALITY'S evaluation and determination in this regard shall be final and not reviewable by any court or tribunal.
- b) In the event that the PROPONENT fails or neglects to comply with any condition set out in the CONTRACT, the CONTRACT may be unconditionally cancelled by the MUNICIPALITY without notice.
- c) The MUNICIPALITY reserves the right to remove from the BIDDERS' LIST (disqualify), for an indeterminate period (minimum two (2) years), the name of any PROPONENT for breach of the terms and conditions of this RFP or for unsatisfactory performance of the CONTRACT. This disqualification will apply to the terminated PROPONENT as the Bidder or PROPONENT on future quotations, tenders or requests for proposal or as a sub-trade to a Bidder or PROPONENT on future competitions (quotations, tenders, or proposals) issued by the MUNICIPALITY. The MUNICIPALITY also reserves the right to publish the names of all disqualified PROPONENTS in any future quotation, tender or requests for proposal.

14) PRICING (TERM OF AGREEMENT)

- a) Prices proposed must include all incidental costs and the PROPONENT must be satisfied as to the full requirements of the RFP. No claims for extra work or SERVICES will be entertained and any additional SERVICES must be authorized in writing prior to commencement. Should the PROPONENT require more information or clarification on any point, it must be obtained prior to the submission of the PROPOSAL.
- b) Should any additional or any variation of any tax or duty, imposed by the Government of Canada or Province of Ontario become directly applicable to any SERVICES, prior to delivery or completion of the SERVICES, the

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appropriate increase or decrease in the price of the SERVICES, shall be made to compensate for the change as of the effective date.

- c) The PROPONENT shall be responsible for the collection and remittance of all applicable taxes, and agrees to hold the MUNICIPALITY harmless in this regard.
- d) All prices bid must be in Canadian funds and shall include currently applicable customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the SERVICES save and except the Harmonized Sales Tax where applicable.
- e) The price written in the Form of Proposal/Agreement (Part D) prevails in cases of discrepancies between the prices shown in the Form of Proposal/Agreement and in the PROPONENT'S Time Task. The MUNICIPALITY may make necessary corrections to any PROPOSAL that is in error through addition or extension that is obvious and discernable from the PROPONENT'S Time Task; the corrected value prevailing, and all PROPONENTS shall be bound by such corrections.
- f) Prices shall be firm and shall include all federal excise tax, duty, and shall be subject to Harmonized Sales Tax. Applicable taxes shall be shown separately in the spaces provided on the Proposal form.

15) DISCLOSURE

- a) Total prices will only be made available if provided to the MUNICIPALITY'S Council in a public report.
- b) Submissions of PROPOSALS as a result of this RFP are in accordance with the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA).
- c) Release of information contained in the PROPOSAL may be requested by anyone under the *MFIPPA* unless they contain either a trade secret or information that if disclosed would result in harm to the PROPONENT. This would include scientific, technical, financial or labour relations information.
- d) All requests for information must be made in writing and submitted to the MUNICIPALITY'S Clerk.
- e) To prevent the release of information the PROPONENT must state that the PROPOSAL is submitted in confidence and indicate the nature of the confidential information and what harm would result from the release.

PART B – STANDARD TERMS AND CONDITIONS

16) WITHDRAWAL OR QUALIFYING OF PROPOSALS

- a) If, after submission of a PROPOSAL, a PROPONENT receives an addendum issued by the MUNICIPALITY, AND the addenda content does NOT alter the original submission of that PROPOSAL, the PROPONENT shall sign the addenda and deliver it to the CLERK'S DEPARTMENT. The addenda shall be in a sealed envelope, which clearly identifies the contents of it. The envelope shall include the following information: Proponent's name (or company name under which the original PROPOSAL was submitted), the appropriate competition document reference and the addenda number.
- b) If after submission of a PROPOSAL, a PROPONENT receives an addendum issued by the MUNICIPALITY, and the information contained in the addenda DOES alter the original submission of the PROPONENT, the PROPONENT shall 'withdraw' its previous submission in accordance with the withdrawal procedures outline below.
- c) A PROPONENT who has already submitted a PROPOSAL may submit a further PROPOSAL at any time up to the deadline for submission. The last PROPOSAL received shall supersede and invalidate all PROPOSALS previously submitted by that PROPONENT for this RFP.
- d) A PROPONENT who has submitted a PROPOSAL may request that its PROPOSAL be withdrawn. (Adjustments or corrections to a PROPOSAL submitted will not be allowed). The withdrawal shall be allowed if the request is made before the deadline for submission. Withdrawal requests must be directed to the MUNICIPALITY'S CLERK'S DEPARTMENT by letter, fax, email or in person. Telephone requests will not be considered. Withdrawals will be handled in accordance with the MUNICIPALITY'S Purchasing By-law.

17) CONTRACT CANCELLATION

- a) The MUNICIPALITY shall have the right to cancel any uncompleted or unperformed portion of the SERVICES or part of them. In the event of such cancellation, the MUNICIPALITY and the PROPONENT shall negotiate a settlement.
- b) The MUNICIPALITY shall not be liable to the PROPONENT for loss of anticipated profit on the cancelled portion or portions of the CONTRACT. In the event that the PROPONENT fails or neglects to comply with any condition outlined in the CONTRACT, the CONTRACT may be unconditionally cancelled by the MUNICIPALITY without notice.

PART B – STANDARD TERMS AND CONDITIONS

18) LAWS AND REGULATIONS

The PROPONENT shall comply with relevant federal, provincial, and municipal statutes, regulations and by-laws pertaining to the CONTRACT and its performance. The PROPONENT shall be responsible for ensuring similar compliance by its suppliers and sub-consultants. The CONTRACT shall be governed and interpreted in accordance with the laws of the Province of Ontario.

19) DEFAULT BY PROPONENT

- a) If the PROPONENT: commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the PROPONENT makes a general assignment for the benefit of its creditors; then, in any such case, the MUNICIPALITY may, without notice, terminate the CONTRACT.
- b) If the PROPONENT: fails to comply with any request, instruction or order of the MUNICIPALITY; or fails to pay its account; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities related to the SERVICES; or fails to prosecute the SERVICES with skill and diligence; or purports to assign or sublet the CONTRACT or a portion of it without the MUNICIPALITY'S written consent; or refuses to correct defective SERVICES; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the CONTRACT; then, in any such case, the MUNICIPALITY may, upon expiration of ten days from the date of written notice to the PROPONENT, terminate the CONTRACT.
- c) Any termination of the CONTRACT by the MUNICIPALITY, as mentioned in b) above, shall be without prejudice to any other rights or remedies the MUNICIPALITY may have.
- d) If the MUNICIPALITY terminates the CONTRACT, it is entitled to:
 - i) withhold any further payment to the PROPONENT until the completion of the SERVICES or SERVICES and the expiry of all obligations under the CONTRACT; and
 - ii) recover from the PROPONENT any loss, damage and expense incurred by the MUNICIPALITY by reason of the Proponent's default (which may be deducted from any monies due or becoming due to the PROPONENT).

PART B – STANDARD TERMS AND CONDITIONS

20) DECLARATIONS

- a) I/We declare that no person, firm or corporation other than the one whose signature or the signature of whose proper officers is or are attached to this RFP, has any interest in this PROPOSAL or in the CONTRACT.
- b) I/We further declare that this PROPOSAL is made without any connection, knowledge, comparison of figures or arrangement with any other PROPONENT, firm or person making a similar PROPOSAL and is in all respects fair and without collusion or fraud.
- c) I/We further declare that no MUNICIPALITY employee, or member of Council (or their families) is, or will become interested directly or indirectly as a contracting party 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 of it, or of any such supplies to be used therein or any of the monies to be derived from it.
- d) I/We further declare that the statements contained in the PROPOSAL are in all respects true.
- e) I/We further declare that I/We have examined the locality and site(s) of the proposed SERVICES, as well as all the terms of reference relating to them, prepared, submitted and rendered available on behalf of the MUNICIPALITY and are hereby acknowledged to be an integral part of the CONTRACT. I/We hereby propose and offer to enter into the CONTRACT on the terms and conditions and under the provisions set forth in the PROPOSAL, and to accept in full payment for it the sums calculated in accordance with the actual measured quantities and unit prices attached to this PROPOSAL.
- f) I/We agree that this PROPOSAL is an offer which is to continue open for acceptance until the placing in the mail or delivery to the address given in this PROPOSAL of a notice of award, which shall constitute formation of the CONTRACT, or for 120 days following the PROPOSAL closing date, whichever occurs first, and that the MUNICIPALITY may at any time within that period, and without notice, accept this PROPOSAL whether any other PROPOSAL had been previously accepted or not.

21) ERRORS, OMISSIONS IN THE MUNICIPALITY DOCUMENTS

The MUNICIPALITY shall not be held liable for any errors or omissions in any part of this RFP. While the MUNICIPALITY has used considerable effort to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for PROPONENTS. The information is not guaranteed or warranted to be

PART B – STANDARD TERMS AND CONDITIONS

accurate by the MUNICIPALITY, nor is it necessarily comprehensive or exhaustive.

22) MULTIPLE PROPOSALS

The RFP outlines minimum or base requirements only. The PROPONENT is free to offer alternative methodology. Each ALTERNATIVE must comply with the intent of this RFP and be complete in all respects, with point by point responses to all relevant sections, including pricing and schedules.

For comparison purposes, each PROPONENT shall submit a complete response that meets the base requirements. PROPOSALS that do not address the base requirements shall be rejected.

Multiple PROPOSALS from any one PROPONENT will be acceptable provided the following conditions are met:

- each PROPOSAL must be packaged separately.
- each PROPOSAL shall be dealt with separately and shall be subject to the requirements of the RFP.

23) INVOICING

The consultant shall provide a financial report with each invoice. It shall include a written status report of the work accomplished to date and comment if the project is on schedule.

The Municipality shall provide an invoice and Financial Reports Template to the Consultant for the Consultant's use. The Consultant shall utilize the templates for all payment requests. The templates will include, but not be limited to the following information:

The project name, number and the Projects Managers name shall be clearly shown on the invoice. Each invoice will contain a Time-Task breakdown with the name of each employee, position, hours of work, charge-out rates, expenses and disbursements.

The Consultant shall advise the Municipality in writing of any potential impacts to the contract amount as soon as possible after they are evident.

The Consultant shall invoice the Municipality no more frequent than once per month at established milestones based on the Time-Task Matrix. Only once a milestone is completed shall it be invoiced. Partial completion of a milestone shall not be invoiced. The invoice shall be in the form of an electronic copy to the Accounts Payable Clerk via "invoice@pecounty.on.ca" OR a hard copy to the Accounts Payable Clerk, unless noted otherwise.

PART B – STANDARD TERMS AND CONDITIONS

24) INSURANCE REQUIREMENTS AT TIME OF CONTRACT EXECUTION

Professional Liability Insurance

The Consultant will obtain and maintain in full force and effect during the term of this contract, Professional liability insurance acceptable to the County in an amount of not less than two million dollars (\$2,000,000.00) per occurrence in respect of the services provided pursuant to this contract. It shall indemnify and save harmless the Corporation of the County of Prince Edward (County) from all suits and actions resulting from negligence. The County of Prince Edward must be shown as “Additional” insured.

Commercial General Liability Insurance and Automobile Liability Insurance

The Consultant will obtain and maintain in full force and effect during the term of this contract Commercial General Liability (CGL) Insurance and Automobile Liability Insurance (for owned and non-owned vehicles), each in a minimum amount of two million dollars (\$2,000,000) for each claim, which shall indemnify and save harmless the County from all suits and action from damages and costs to which the County maybe put by reason of injury to or death of person and damages to property resulting from negligence, carelessness or any other circumstances caused by the Consultant which may arise in the performance of this work.

The insurance policy shall:

- (a) include as an additional insured “The Corporation of the County of Prince Edward” in respect of and during the provision of services by the Consultant pursuant to this contract;
- (b) Provide to the County, 30 days prior notice of any alteration, cancellation or change in policy terms that reduce coverage.

Workplace Safety & Insurance Board

The successful Proponent shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing. This form must be furnished prior to commencement of work. The successful Proponent further agrees to maintain their WSIB account in good standing throughout the contract period.

Clearance certificates should be renewed every ninety (90) days during the term of the Contract.

If the successful Proponent is a self-employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an “independent operator” a letter from WSIB acknowledging independent contractor status and confirming that WSIB coverage is not required must be provided to the County prior to commencement of work.

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Health and Safety

The Consultant shall perform all work in compliance with the Occupational Health and Safety Act of Ontario.

The Consultant awarded the contract will complete the County of Prince Edward Contractor Accountability Health and Safety forms.

25) ACCESSIBILITY

Accessibility

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service every provider of goods and services shall ensure that every person who deals with a member of the public or participates in the developing of the County's policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained as follows:

1. How to interact and communicate with persons with various types of disability
2. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person
3. How to use equipment that is available on the premises that may help in the provision of goods or services.
4. What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services
5. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities

Accessforward.ca

In addition, the Consultant shall provide alternate AODA compliant formats of project documents if requested by the County.

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Accessibility for Ontarians with Disabilities Act (AODA)
Accessible Customer Service Training

Company Name: _____

I acknowledge that all staff employed by _____ who may undertake any duties and interact with any persons with disabilities, in the course of this company's contractual obligations with The County of Prince Edward, have reviewed a *Service Ontario video/ on-line training course* outlining the Accessibility for Ontarians with Disabilities Act (AODA) regulations.

As a principle of the contractor employed by The County of Prince Edward, I understand the municipality's requirements to comply with the Customer Service Standard. I will ensure that all future staff hired to assist with this company's contractual obligations will receive similar training as soon as they are hired, to meet these ongoing requirements.

Name: _____

Signature: _____

Date: _____

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

1.0 Project Purpose and Description

The Municipality of Prince Edward County is inviting qualified consultants to present proposals to furnish all Labour, materials, services, transportation and incidentals to provide the County with a Transportation Master Plan (TMP). The purpose of the TMP will be to provide a vision for a multi-modal transportation system that will meet travel demands in the County based on a horizon year of 2038 in a manner that is sustainable and compatible with future growth plans for the County, and the Province. The TMP shall be aligned with the County's Strategic plan, Official Plan, Secondary Plans and the transportation plans of adjacent communities and the Ministry of Transportation. The County's Official Plan is currently completed and under Provincial review. A copy of the new Official plan (Draft) is available on the County's website. It outlines growth projections and a series of Transportation policies for consideration and validation during the TMP.

Master Plans are long range plans which integrate infrastructure requirements with the environmental assessment process. These plans examine the infrastructure systems or group of related projects in order to outline a framework for planning subsequent infrastructure projects. At a minimum, master plans address Phases 1 (need and justification) and 2 (alternative solutions) of the Municipal Engineers Association (MEA) Municipal Class Environmental Assessment process. The TMP shall be completed in accordance with the MEA Municipal Class Environmental Assessment Process.

Long range infrastructure planning enables the Municipality to comprehensively identify need and examine infrastructure options. In addition, the opportunity to integrate with land-use planning enables the proponent to look at the full impact of decisions from a variety of perspectives. The TMP will provide the context for implementing specific transportation infrastructure projects and transportation management initiatives. The goal will be to develop and enhance the transportation network to help establish Prince Edward County as a leader in: building, preserving and enhancing livable communities; economic development; tourism and sustainable transportation practices.

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

1.1 Objectives

It is the County's intent to ensure transportation facilities and corridors are provided for and protected for the long term in order to ensure a safe and adequate system for the movement of people and goods throughout the County. This system includes the public road network, sidewalks, transit, airports, ferry, trails and bike paths.

The objectives identified for the TMP include the following:

- Develop and maintain multi-modal transportation routes throughout the County, and linkages to external transportation systems, to facilitate community development and ensure access to goods, services, and amenities for the residents, visitors, and businesses of Prince Edward County.
- Ensure the transportation system is interconnected, efficient, safe, of sufficient width and supportive of all modes of travel, with dedicated facilities for vehicles, pedestrians and cyclists. Enhance active transportation facilities with streetscape elements such as benches, waste receptacles, bicycle racks, crosswalks, pedestrian-scaled lighting, and shade.
- Integrate the multi-modal transportation system with existing and planned land use patterns ensuring sufficient separation between the road allowances and adjacent buildings or structures.
- Develop and maintain the transportation system in a manner that has regard for the environmental, social, impacts of climate change, and aesthetic character and amenities of the community and the financial sustainability of the municipality.
- The integrity of major transportation corridors and facilities which move goods, and people such as County Highway 33 (Loyalist Park-way), County Highway 49, Provincial Highways 62 & 33, Picton Airport, and Picton's deep water port will be protected and promoted.
 - Provincial Highways 62 & 33, while not under the jurisdiction of the County, will be contextually reviewed from the perspective of the County as major transportation corridors.
- Develop specific guideline and policy documents as identified in the Terms of Reference.

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

1.2 Study Process

The study is to be undertaken in accordance with the MEA Class EA Master Planning Process and will complete the first two phases of the MEA Class EA. The general study process is outlined below. The consultant should identify in their proposal any enhancements they feel are required to achieve a successful project.

Task 1 – Problem and Opportunities

- Project Initiation
- Public Notification
- Data Collection, gathering of background material and issues scoping
- Inventory of all transportation modes and opportunities
- Identification of known issues and constraints
- Travel demands and needs
- Stakeholder Meeting #1
- Development of Problem/Opportunity Statement
- Public Consultation Meetings Round #1

Task 2 – Development of Plan/Alternatives

- Development of alternative solutions to address needs
- Evaluation of Alternatives
- Identification of network improvements
- Stakeholder Meeting #2

Task 3 – Preferred Solution and refinement

- Select Preferred Solution(s)
- Presentation to Council on Preferred Solution
- Refine the solution with supporting policies and strategies
- Define an implementation strategy

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

- Prepare specific draft guideline and policy documents as identified in this Terms of Reference
- Prepare Picton and Wellington downtown core transportation plans
- Define transportation system performance measures
- Public Consultation Meetings Round #2

Task 4 – Documentation and Finalization

- Finalize implementation plan based on Stakeholder and public input
- Present recommendations to Council
- Finalize TMP report, guidelines and specific policy documents as identified in this Terms of Reference.
- Notice of Study Completion and place master plan on 30-day review

1.3 Scope and Services

The TMP defines the County’s vision of transportation priorities, programs and networks that are consistent with the Corporate Strategic Plan, the new Official Plan and will address the current and future multi-modal traffic needs of the County. The scope of services should include, at a minimum:

A. Visioning, Existing Conditions and Needs Assessment

- 1) Establish a vision, direction and goals for the TMP that will support efficient and safe movement of people, goods and is consistent with the Corporate Strategic Plan and the new Official Plan.
- 2) Review all available reports and background data (e.g., Corporate Strategic Plan, Official Plan, Secondary Plans, development specific traffic impact studies, traffic counts, collision records, development charges study, trails routes, capital budget and corporate infrastructure workplan, Public Transit Plan & Business Case, etc.).
- 3) Identify and undertake any additional data collection required
- 4) Conduct a review of the existing transportation system (e.g. streets, trails, transit nodes, sidewalks, crosswalks, cross overs) and assess deficiencies, opportunities and current policies.

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B. Forecast Travel Demand and Identify Issues and Opportunities

- 1) Develop network travel forecast, based on anticipated growth which will be derived from official plan demographics for a 5, 10 and 20 year horizons for AM and PM Peak hours. The forecast and analyses should also consider summer peak tourist conditions in areas influenced by these volumes. Proposals should clearly identify the proposed approach to developing forecast traffic volumes for the various scenarios.
- 2) Assess areas of network congestion and up to 10 other specific areas of concern as identified by staff, for constraints and opportunities.
- 3) Review data to determine problem locations/factors (e.g. winter, geometrics, signage, sightlines, pedestrian activities, etc.)
- 4) Review specific portion of County Roads 12, 11 & 18 leading up to the entrance to, and through Sandbanks Provincial Park. This area is currently subject to configuration, volume and queuing challenges.
- 5) Review the need for the proposed future Picton By-pass adjacent to the Millennium Trail
- 6) Review traffic challenges in the downtown core centres of Picton and Wellington
- 7) Review key intersection configuration and operational performance
- 8) Review existing road classifications, service levels and policies and identify trends or areas for improvement
- 9) Review existing reduced load period policies and practices and identify trends or areas/conditions where restrictions could be reduced or removed
- 10) Review existing road management policies and practices, such as entrances, oversize loads, roadside drainage, etc. and identify trends or areas for improvement.
- 11) Develop a problem statement for the County transportation network

C. Development and Assessment of Alternative Solutions

- 1) Based on issues and opportunities identified, develop Alternative Solutions which are achievable and support the identified TMP goals. Develop at least 3 network options along with the “Do Nothing” scenario (e.g. “business as usual”, aggressive, transit oriented).

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

- 2) Alternatives should consider;
 - i. operational/capacity improvements to address “hot spots”, congested corridors, missing road linkages, etc.;
 - ii. Arterial corridor evaluations including intersection configurations/operational assessments;
 - iii. assessment of up to 15 signalized intersections;
 - iv. Increased use of roundabouts;
 - v. Collector road rationalization, including a review of configuration/traffic control warrants (allow for assessment of up to 10 locations);
 - vi. Need and feasibility of Picton Bypass, including socio/economic analysis.
- 3) Develop evaluation criteria which would include such things as, cost, property impacts, socio-economic and natural impacts, transportation service, etc. The recommended evaluation criterion is to be confirmed with County Staff prior to application.
- 4) Assess/evaluate network solutions and identify a preferred solution to be carried forward.
- 5) Develop a list of recommended transportation system infrastructure projects in the 5, 10 and 20 year horizons. Identify budget cost, need, justification and Municipal Class EA schedule (schedule A/A+/B/C).
- 6) Complete a roadway classification, level of service and develop a balanced hierarchy and associated policies/definitions with suggested Road Allowance / Right of Way widths for inclusion in the Official Plan;

D. Development/Assessment of Transportation Strategies and Policies

- 1) Develop a Complete Streets Policy and supporting design guidelines. These policies will encourage recognition of roads as important public space opportunities. A goal will be to balance the needs of all transportation modes while improving aesthetics and attractiveness of the community’s streetscapes.
- 2) Identify transit opportunities to facilitate travel to employment and social destinations, shared mobility and reduction on car dependence.
- 3) Prepare an active transportation network which addresses gaps and underserved areas by prioritizing a high-quality connected network.

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The plan should develop standards for hiking trails, bike lanes, multi-use paths, tourist cycling rentals etc. in consultation with stakeholders.

- 4) Develop a Truck Route Traffic management plan to address truck traffic travelling through urban areas and associated operational and safety issues (e.g. truck routing, signage, by-law, etc.).
- 5) Review opportunities and provide recommendations for new policies and initiatives related to Travel Demand Management (TDM) to be incorporated into the TMP
- 6) Develop a Traffic Calming Guideline and Policy including a review of existing policies of other municipalities and development of warrant criteria.
- 7) Review and/or create and develop draft and final Guideline and Policy Documents for:
 - i. On-street parking,
 - ii. Speed limits,
 - iii. Stop signs and stop street warrant
 - iv. Sidewalks
 - v. Traffic Impact studies
 - vi. a Traffic Control By-law
 - vii. Traffic count program
 - viii. Crosswalk and Cross over installation criteria
 - ix. Community Safety Zones
 - x. Road Classification hierarchy and service level policy
 - xi. Transportation system performance measures
 - xii. Entrance for urban/rural road classifications and entrance types detailing requirements for placement, configuration, geometric properties, setbacks, construction standards and finishes.
 - xiii. Road Allowance Signage for all signs in the rural area, including Regulatory, Advisory, Wayfinding, Tourism, Civic Addressing, and Private signs. Policy to address sign locations, min/max heights, size (width, length, area), setbacks, Lettering, reflectivity, illumination, installation standards.
 - xiv. Street Lighting, including. the development of the complete inventory of existing street lighting at all intersections complete with style, type, bulb type and wattage.

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

1.4 Public Consultation

Public consultation throughout the development of TMP is essential to the success of the plan. The consultant must gain a clear understanding of the County's issues and expectations of the communities and their residents. The consultant is to develop a consultation strategy that ensures that the residents, businesses and institutions understand the scope and rationale for the TMP as well as the potential impacts to them both locally and the County as a whole. The TMP will be required to meet all public consultation requirements of the MEA Class EA process for Master Plans.

Participation by residents will be key in the initial phases of the study to ensure that all issues and opportunities have been identified so that appropriate policies can be developed. Public consultation may take the form of Public Information Centres (PICs), and the consultant is encouraged to explore innovative approaches to the public engagement, including creative use of technology to expand the public outreach. The consultant should consider the following as a minimum:

- Two (2) rounds of formal public consultation with each round comprising PIC's at 4 locations (Picton, Wellington, Rossmore and Cherry Valley)
- Two (2) workshops with community stakeholder group
- Six (6) additional stakeholder engagement sessions
- One Public Survey/Questionnaire (Web, Social Media, mobile, etc.)
- Two (2) council presentations

The dates and locations for the public meetings will be determined in consultation with the Project Team. No public meetings will be permitted during the months of July and August and consideration should be also given in your project schedule to Council Meeting restrictions resulting from the 2018 municipal elections. The consultant will be expected to lead and provide support during the meetings, including:

- Facilitation of Public Consultation sessions.
- Development and maintenance of a contact list of public, stakeholder (police, EMS, etc.) and agency contacts.
- Provide input/content for project Webpage and or social media
- Preparation of public notices, agendas and meeting minutes
- Drafting responses to public comments and/or concerns

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- Documentation of findings from the public consultation.

All notices, responses to the public and presentation materials must be AODA compliant.

1.5 Prince Edward County Responsibilities

The County will be responsible for the following:

- Renting Venues for Public Information Centres and Stakeholder Meetings and Workshops
- Posting notices in newspaper(s) – (draft notices prepared by Consultant)
- Providing available plans, mapping and aerial photography
- Provide existing traffic volume data, collision records and traffic impact studies
Provide planning growth data
- Provide background reports, transportation policies and by-laws
- Manage communication to Politicians and Council, except for formal presentations made to Council

1.6 Schedule

The Municipality anticipates that the Master Transportation Plan, through the Class Environmental Assessment process can be completed in twelve (12) months, with the project award anticipated in October 2018. The Consultant shall:

- Prepare a detailed schedule (Gantt Chart format) clearly indicating meeting dates, all tasks, party responsible for completing each task, milestones, critical path.
- Submit a Time-Task Matrix detailing the hours spent on each task. The Time-Task Matrix included in Envelope A must not include pricing details. The Time-Task Matrix included in Envelope B shall include all of the information of its' counterpart in Envelope A, plus all pricing information. Both editions are to include sums for all relevant rows and columns.
- Identify tasks (expectations of resources) to be undertaken by the County's Staff.
- Allow sufficient time in the project schedule for meetings and document review by the Project Team. The Consultant shall allow in their schedule for 10 days for the County to review any documents.

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- Be responsible for maintaining the approved project schedule, as submitted by the Consultant in their proposal.
- Advise the Municipal Project Team in writing, of any actual or potential changes to the approved time schedule and upon approval from the client, revise the schedule accordingly.

The table below illustrates the proposed milestone schedule.

ITEM	TASK	TARGET DATE
1	RFP for Transportation Master Plan Opens	September 10 2018
2	Deadline for Questions	October 02, 2018
3	Deadline for Answers	October 03, 2018
4	Closing Date	October 05, 2018
5	Provisional Interviews	October 10, 2018
6	Anticipated Award	October 23, 2018
7	Draft Environmental Study Report	August 2019
8	Final Environmental Study Report	September 2019
9	Issuance of Notice of Completion and 30-day Review Period	October 2019

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1.7 Project Meetings

In the proposal, the Consultant shall allow for the following formal meetings in Prince Edward County (Picton) as a minimum. Teleconference meetings will not be considered as a substitute for these specified minimum meetings.

- Project Initiation meeting
- Project Progress Meetings (minimum of 6)
- Stakeholder meetings/workshops (minimum of 8)
- Pre-PIC preparation meetings (minimum of 2)
- Public Information Center (PIC) (minimum of 8)
- Draft Environmental Study Report Review Meeting
- Council Presentations (2)

The Consultant shall prepare meeting notes to the Project Team, regarding the discussions and conclusions of each meeting, and provide commentary on schedule, within one week following the meeting.

1.8 Deliverables

The Consultant shall provide the following bound hard copies:

- Draft TMP – 10 copies
- Draft Policy and Guideline Documents – 5 copies
- Draft Supplemental Reports, if any – 5 copies
- Other Draft Documents – 5 copies
- Draft Drawings (in 11x17 and 24x36) – 5 copies
- Final TMP – 20 copies
- Final Policy and Guideline Documents – 10 copies
- Final Supplemental Reports, if any – 5 copies
- Other Final Documents – 5 copies
- Final Drawings (in 11x17 and 24x36) – 5 copies

The Consultant shall provide all PIC information panels, maps, handouts, comment sheets, etc. in quantities appropriate for the purpose.

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The Consultant will provide the following digital copies as follows:

- Public information centre information panels, handouts and comment sheets
- Archaeological Assessment reports, if conducted
- Cultural Heritage Assessment reports, if conducted
- Nat. Environment Impact Assessment reports, if conducted
- An overall TMP document and executive summary which adheres to the MEA Class EA Masterplan Process.
- Appendices which include all Technical memorandums and consultation materials consistent with requirements of the terms of reference.
- Suggested revisions to the Official Plan
- Electronic Mapping to support evaluation and recommendations in the reports.
- Recommended capital investments plan outlining, timelines, cost estimates, project schedule and supporting rationale
- Draft TMP in MS Word and PDF, as a complete document
- Final TMP in MS Word and searchable PDF, as a complete document
- All other documents, presentations, technical memoranda, etc. in MS Word and searchable PDF, as a complete document.
- All field data collected and forecast data prepared during the Study in digital format.

To be submitted on thumb drive(s) upon completion of project.

2.0 Consultant Proposal Submission Requirements

The proposal should include, in addition to the information requested in this RFP, any additional information that illustrates the Proponent's experience, expertise or special insights into municipal services delivery reviews. Each Proposal submission shall include, an Envelope A which contains no reference to price and Envelope B that shall contain pricing information.

Proposals should not be longer than twenty (20) pages in length and should include executive summary. These are in addition to the mandatory pages. Resumes, Project Experience and Corporate materials shall be included in Appendices.

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

One (1) original and Four (4) copies and (1) electronic copy on USB Drive in PDF format of the Proposal are to be submitted.

The proposal should include the following sections and all costs associated with the above outlined requirements.

- Qualifications and Experience and References
 - Provide the qualifications, recent relevant experience and responsibility of each member of the project team (Project Manager, key team members, sub-consultants and other staff). Resumes should be included in an appendix.

- Project Understanding and Approach
 - Deliverables
 - Work Plan/Methodology
 - Key Elements and Challenges
 - Public consultation

- Value added services and innovativeness

2.1 Qualifications

The Proponent shall provide a comprehensive list of key personnel that will be assigned as the Project Manager, Project Director, Quality Assurance, Designer(s), and Sub-consultants for the project described herein and include a description of each person’s role in the project. Proponents shall also include an applicable project listing and professional résumé for key project team member which clearly demonstrates each member’s post-secondary education, experience, qualifications and roles responsibilities on similar projects. Consultant Project Team members and their associated work tasks may not be substituted without prior approval by the Municipality.

The proposal should include a description of the methods for controlling cost and schedules.

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

The proposal should include a brief history of the Proponent’s Consulting Firm, including the sub-consultants.

2.2 Experience and References

Consultants are required to provide as part of their proposal the names, dates worked and contact numbers of at least three (3) recent project / client references which are considered identical or similar to the scope of work specified herein, including most recent, who can certify the Consultants ability to perform similar work.

2.3 Project Understanding and Approach

Provide a detailed work plan and methodology clearly describing all tasks proposed to fulfill the objectives. Include in this plan an indication of when meetings will be required with County Staff and the submission of all deliverables. Use a period of fifteen (15) working days as an estimate for the County to review any draft reports or submissions.

In the methodology section, the consultant is invited to identify any special problems and/or challenges foreseen and how they would, if appointed, deal with them. The consultant is also invited to describe any specialized method or technological means that they may have at their disposal to ensure quick, efficient and professional execution of the services.

Identify final deliverables and reporting methods.

Identify methods of seeking input and communication with the stakeholders and identify both internal and external communication strategies.

2.4 Acknowledgement

All proponents shall complete page one (1) – the REQUEST FOR PROPOSAL Cover Page and submit it as part of the Deliverables.

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

2.5 Project Fees

CONSULTANTS ARE REQUIRED TO PROVIDE ALL PRICING INFORMATION IN A SEPARATE SEALED ENVELOPE CLEARLY MARKED "**RFP #2018-EDW-59 PRICING – ENVELOPE B**" along with the closing date and the Company /Firm/ Consultant's name on the front of the envelope.

The Consultant shall provide a fee schedule showing total costs for each individual part. The Grand Total shall be shown below the Sub-Total and will include the Sub-Total plus applicable taxes. The Grand Total of proposed fees, disbursements and taxes shall be treated as a maximum allowable unless modified with the written consent of the Municipality (Refer to page 46 and 47 of 51).

The following must be included at minimum in the fee schedule:

- a) Costs for Professional Engineering Services as outlined herein, for each of the project part as outlined in Section 1.3 to Section 1.6, including all sub-consultant costs, and disbursements.
- b) Costs for the consulting services shall be considered upset limit prices beyond which no additional payments will be considered unless requested in writing by the successful consultant and authorized by the County in writing.
- c) Proposals shall include a listing of key personnel to be employed under the scope of this project together with their requested hourly rates that will be applicable throughout the duration of this contract and with their proposed hours assigned to each task/phase.
- d) Cost information for all phases of the project as outlined herein as well as the listing of all personnel and applicable labour rates shall be submitted in a separate sealed envelope (Envelope B) as part of the Proposal submission. The Proposal must also include the listing of personnel indicating their involvement, separate from the cost information. Throughout the course of the project, within the timeframe shown in Section 1.7, the Consultant labour unit rates shall not increase from that identified in the proposal. Additional work that result in extension of the project schedule must receive approval from the Municipality for the total cost and adjusted labour rates used, prior to commencing the work.
- e) Pricing shall be in Canadian funds and include freight, duty, sales tax and all taxes rates and charges which are applicable at the time of the RFP submission. It is the responsibility of the consultant to find out from the appropriate authorities what taxes, rates and

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

charges are applicable to this RFP. The amount of the Harmonized Sales Tax shall be considered “extra” to all RFP pricing.

3.0 EVALUATION OF RFP AND SELECTION OF PROPONENT

The Consultant’s proposal shall be evaluated in accordance with the following criteria. The technical evaluation of all Envelope A submissions will be completed before the Envelope B price submissions are opened. There must be no cost information in Envelope A.

Envelope A Technical Portion

Total Value 100 points

1. Understanding of the Assignment

10 points

Demonstrated understanding of the assignment and key issues, local development pressures and concerns

2. Company Experience and Past Projects

15 points

Demonstration of company and team experience for similar projects (e.g. Master Servicing Plan and Class Environmental Assessment), including references

Evaluation of the magnitude and extent of human resources applied to this assignment

3. Project Team & Project Manager

25 points

Qualifications and experience of firm & personnel

Demonstrated ability to apply concurrent resources

Demonstrated ability to complete functional designs/analysis/costing in concert with study requirements

Demonstrated ability to lead and manage the project with a broad scope of work and to mitigate municipal staff impacts

Demonstrated ability to work independent of municipal staff

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

Evaluation of internal/external expertise respecting the various assignment elements

4. Methodology 30 points

- Depth, detail, clarity of the submission
- Understanding of local issues
- Demonstrated ability and mechanisms to be employed to meet tight timelines
- Detail respecting coordination of functional work groups in remote offices/sites
- Communication strategy with staff, council, public, developers/agents and other to be applied
- Details on how the individual work elements will be completed concurrently
- Details on QA/QC program and how such will be applied to ensure anticipated deliverables
- Assessment and confirmation of deliverables
- Evaluation of cost saving and time saving mechanisms/variant approaches
- Evaluation of technology based storm/water/sanitary assessment tools to be applied to work elements

5. Schedule 20 points

- Time schedule proposed for the work
- Evaluation of concurrence of various work elements
- Compliance with target schedule

Envelope B Fixed Fee Proposal - Total Value 20 points

Fixed fee to perform this assignment including the cost of all disbursements.

1. Cost of proposed services will be scored in the following manner:

- a. lowest fee proposal will receive the maximum score of 20 points;
- b. all other fixed fee proposals will be scored as follows:

lowest fee proposal X 20 = Points awarded for proponents fee

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

proponents fee proposal

- c. fee points will be added to technical points to determine winning score
 - d. In the event of a tie where the combined technical and fee scores of two proponents are equal, the lower fee proposal will be selected as the winning proposal.
2. The lowest or any proposal will not necessarily be accepted.
 3. All proposals are subject to budget availability.

3.1 Evaluation for Compliance

All proposals received will be initially evaluated to determine the degree to which each proposal meets the mandatory requirements of this RFP. Proposals that are non-compliant with the mandatory requirements may be subject to disqualification without further evaluation. Proponents are urged to ensure their proposal addresses all mandatory elements of this RFP.

Notwithstanding the above, the County of Prince Edward reserves the right in its sole discretion to waive minor or technical non-compliance with the mandatory requirements in any individual case, based upon the principle of overall best value of the proposals to the County.

3.2 Award

The County of Prince Edward reserves the right in its sole discretion to negotiate modifications to any proposal received without becoming obligated to offer to negotiate with any other Proponent(s). If negotiations with the selected Proponent are unsuccessful, the County reserves the further right in its sole discretion to enter into negotiations with any other Proponent(s).

Upon successful negotiations with a selected Proponent leading to a contract acceptable, the council of the County of Prince Edward may in its discretion award a contract. The award will be subject to the successful execution of an agreement.

3.3 Timetable

The award and contract arising out of this Request for Proposal (RFP) is anticipated to commence in October, 2018.

Time is of the essence and the Proponent shall deliver the goods and services in strict accordance with the approved project schedule, delivery date, quantity and the requirements as specified in the Agreement.

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
CONSULTING SERVICES – COUNTY WIDE TRANSPORTATION MASTER PLAN

PART D – FORM OF PROPOSAL/AGREEMENT

CONTRACT NUMBER: **RFP #2018-EDW-59**

PROJECT TITLE: **CONSULTING SERVICES –COUNTY WIDE
TRANSPORTATION MASTER PLAN**

SUBMITTED TO: THE CORPORATION OF THE COUNTY OF PRINCE EDWARD

I/We, _____
(Company Name)

of _____
(Business Address)

having examined the RFP including all information to PROPONENTS, general terms and conditions, terms of reference, appendices and terms of reference as issued by THE CORPORATION OF THE COUNTY OF PRINCE EDWARD and including **Addenda number ____ to ____** and having visited the Project Site, hereby offer and agree to enter into a Contract to supply the SERVICES required by this RFP at the costs detailed in the Schedule of Prices below.

The undersigned offers to complete and supply the SERVICES in accordance with the instructions to PROPONENTS, terms, conditions, terms of reference, and appendices in the Request for Proposal RFP#2018-EDW-59 for the price(s) shown on the Schedule of Prices attached to it. Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this PROPOSAL.

The undersigned acknowledges that The Corporation of the County of Prince Edward has the right to approve and award any, all, none or a combination of the Parts below, to the upset limit noted for each part. Only the Part(s) approved and awarded by the County will be considered as the approved upset limit. The Proponent is to satisfy himself/herself that the price allocated for each part is sufficient to complete the work specified for that specific part, including all required sub-consultant and disbursement costs. The Corporation of the County of Prince Edward will not be responsible for the Proponent's loss of profit for not awarding some or all parts, and/or for the Proponent's mis-allocation of cost to different part(s) if those part(s) are not awarded by the County.

The undersigned further acknowledges that this PROPOSAL is irrevocable and is to continue open to acceptance by the MUNICIPALITY for a period of one hundred and twenty (120) calendar days after the date and time set for submission of the PROPOSAL.

Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this PROPOSAL.

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
CONSULTING SERVICES – COUNTY WIDE TRANSPORTATION MASTER PLAN

PART D – FORM OF PROPOSAL/AGREEMENT

*****INCLUDE THIS PAGE IN ENVELOPE B ONLY*****

Proposal Price:

\$ _____

Sub-Total \$ _____

HST \$ _____

Grand Total \$ _____

Company: _____

(Name)

(Street Address or Postal Box Number)

(MUNICIPALITY, Province, and Postal Code)

Signature: _____

(I have the authority to bind the corporation)

Print Name and Title: _____

Dated at _____ this _____ day of _____ 2018

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
CONSULTING SERVICES – COUNTY WIDE TRANSPORTATION MASTER PLAN

FAX SHEET FOR QUESTIONS FOR CLARIFICATION

To Patti White Purchasing Clerk Email: pwhite@pecounty.on.ca THE CORPORATION OF THE COUNTY OF PRINCE EDWARD 280 Main Street Picton, ON K0K 2T0	Fax # 613-476-7622 Date _____ # of pages _____ (including this page)
From _____	Telephone # _____ Fax # _____ Email _____
Subject RFP #2018-EDW-59 – County Wide Transportation Master Plan	
Reference to Section _____ on page number _____ of this PROPOSAL.	
Question: _____	

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
CONSULTING SERVICES – COUNTY WIDE TRANSPORTATION MASTER PLAN

Reference List

Provide a minimum of three (3) references of similar projects (e.g. size and nature), completed within the past 10 years. Provide additional information on separate page, as required.

Project Name: _____

Description of Project: _____

Cost of Project: _____

Completion Date: _____

Client's Company: _____

Reference's Name: _____

Reference's Job Title/Role: _____

Reference's Phone No.: _____

Reference's Email: _____

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
CONSULTING SERVICES – COUNTY WIDE TRANSPORTATION MASTER PLAN

Cut and affix to envelope/package

RFP ENVELOPE A

RFP Submitted By:

Name: _____

TO:
Clerk's Office
The Corporation of the County of Prince Edward
332 Main Street
Picton, ON K0K 2T0

#RFQ/RFP/RFT _____

Bidder must indicate project number

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
CONSULTING SERVICES – COUNTY WIDE TRANSPORTATION MASTER PLAN

Cut and affix to envelope/package

RFP ENVELOPE B

RFP Submitted By:

Name: _____

TO:
Clerk's Office
The Corporation of the County of Prince Edward
332 Main Street
Picton, ON K0K 2T0

#RFQ/RFP/RFT _____

Bidder must indicate project number