



Buffalo & Fort Erie Public Bridge Authority

Request for Proposals for

DESIGN SERVICES

***Canadian Maintenance Shop
Interior Renovations Project***

*100 Queen Street
Fort Erie, Ontario L2A 3S6*

Date Issued: March 29th, 2017

Submission Deadline: April 28th, 2017 1:00 PM

BUFFALO & FORT ERIE PUBLIC BRIDGE AUTHORITY

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I. INTRODUCTION

A. General Information

The Buffalo and Fort Erie Public Bridge Authority ("the Authority") is seeking to hire an architect/engineer for design services associated with the Canadian Maintenance Shop Locker Room Renovations Project at the Peace Bridge Plaza in Fort Erie, Ontario.

Consultants intending to respond to this RFP should notify Danielle McCaffery, Operations Coordinator, via email at dem@peacebridge.com. This will ensure that they receive all updates and/or amendments/addendums to this RFP.

B. Restrictions on Communications

From the date this RFP is issued until the contract award has been announced, no proposer initiated contact with any Authority official shall be permitted regarding this RFP, other than written inquiries, as described in this section. This includes, but is not limited to, any lobbying of individuals considered to have any influence over proposal evaluation and selection. Violation of this provision will be grounds for immediate disqualification.

C. Inquires

There will be an opportunity available for submission of written questions. All questions or requests for clarification regarding this RFP must be submitted via email and must come from one point of contact per company to Danielle McCaffery at dem@peacebridge.com no later than April 19, 2017, 2:00 PM EST. Questions or requests for clarification received after such time and date will not receive a response from the Authority. All questions and answers will be emailed to invited parties by April 21, 2017.

D. Responses

Respondents must submit their Responses to this RFP to the Authority no later than 1:00pm EST on April 28, 2017 in the manner, and with the documents and information, specified in Part V of this RFP to the following address:

Buffalo & Fort Erie Public Bridge Authority
Attention: Danielle McCaffery, Operations Coordinator
100 Queen Street, Fort Erie, Ontario, Canada, L2A 3S6

Respondents are responsible for all postage or courier costs, including cross-border costs, and ensuring its respective Response is received by the Authority at the address above by the time required.

Contact with the Authority or any of its personnel relating to this RFP, the Contract or the Project other than as stated above may be grounds for disqualification of the Respondent.

E. Modifications to the RFP

The Authority may modify any part of the RFP prior to the deadline for submission of proposals by issuance of an addendum. Any addendum issued by the Authority will be posted to the Authority website and email notification of such posting will be distributed to all consultants

that provided contact information as requested.

F. Requirements

All potential Respondents are **required to attend a mandatory site meeting on Thursday, April 13, 2017 at 10:00 AM EST at 5 Queensbury Road, Fort Erie, ON**. Proposals will not be accepted from Respondents who do not attend this site meeting.

To be considered, two (2) hard copies and one electronic copy of the proposal must be received by Danielle McCaffery, Operations Coordinator, 100 Queen Street, Fort Erie, ON L2A 3S6. The Authority reserves the right to reject any or all proposals submitted. Proposals submitted will be evaluated by a Committee of Authority staff.

There is no expressed or implied obligation for the Authority to reimburse responding firms for any expenses incurred in preparing qualifications in response to this request.

During the evaluation process, the Authority reserves the right, where it may serve the Authority's best interest, to request additional information or clarifications from proposers or to allow corrections of errors or omissions. At the discretion of the Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The Authority reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Authority and the firm selected.

All qualified applicants will be afforded equal opportunity without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. The Authority encourages minority and women-owned businesses to submit proposals.

II. DESCRIPTION OF THE AUTHORITY

A. Buffalo & Fort Erie Public Bridge Authority

The Peace Bridge is owned and operated by the Buffalo and Fort Erie Public Bridge Authority, which is an international compact entity created pursuant to a compact entered into by the State of New York, with the consent of the United States Congress, and by the Government of Canada. The Authority is governed by a ten member Board consisting of five members from New York State and five members from Canada. The mission of the Authority is to be known as the premier Canada-United States international border crossing, providing excellence in customer service and an effective conduit for trade and tourism.

The Authority's principal asset and source of revenue is the Peace Bridge, a major international toll crossing spanning the Niagara River between Fort Erie, Ontario, and Buffalo, New York. The Authority also derives significant revenues in the form of rental and fee income from the United States Bureau of Customs and Border Protection, Public Works and Government Services Canada, United States and Canadian duty-free shops, and commercial brokers operating on the property owned by the Authority and from leases of communication conduits spanning the Peace Bridge.

The Authority is authorized under its legislation to establish and collect such tolls and charges as are necessary to produce at all times sufficient revenues to meet its expenses of maintenance and operation, to pay, as the same shall become due, the principal of and interest on bonds of the Authority, and to fulfill the terms of any agreement made with the holders of the bonds until such bonds and the interest thereon are fully met and discharged.

Title to the property and assets of the Authority is vested in the Authority until July 1, 2020, or until all of the bonds issued by the Authority have been paid or discharged, whichever is later. Thereafter, the powers, jurisdiction, and duties of the Authority within the State of New York or within Canada shall be under the jurisdiction of the State of New York and Canada, respectively.

B. General Information

The Authority owns and operates the Peace Bridge which is located at the Niagara River Crossing between Buffalo, New York and Fort Erie, Ontario. The Peace Bridge measures 3,580 feet in length from abutment to abutment. The roadway is 36 feet wide from curb to curb with two six-foot pedestrian sidewalks on either side of the bridge. The Peace Bridge is a three-lane bridge with twelve-foot wide lanes, able to accommodate heavy-duty commercial loads. The center lane of this three-lane bridge is reversible, allowing two-lane operation in one direction during peak hours. The Bridge opens into a joint Auto/Commercial Vehicle inspection plaza in the U.S., and separate Auto and Commercial Vehicle inspection plazas in Canada. The main approaches to the Peace Bridge on the United States side are the New York State Thruway (I-190) and Porter Avenue, a four lane arterial. On the Canadian side, the principal approach highways are the Queen Elizabeth Way (QEW), Highway 3, a four lane highway; and the Niagara Parkway.

III. SCOPE OF SERVICES

A. Project Information

The purpose of this Canadian Maintenance Shop Interior Renovations Project is to upgrade the existing 3,000 square feet of industrial space to better accommodate Staff use, and to more efficiently utilize the available footprint.

B. General

The Authority is seeking to hire an architect/engineering firm to perform design work as described below. See Appendix A for a floorplan of the existing space. Most recent renovations were completed in 1995 (please note that accurate as-built drawings are not available for this building).

In general, the consultant will be required to perform the following tasks:

- Design for construction one (1) male and one (1) female locker room, a lunchroom/meeting area, and an area for laundry facilities within the footprint identified in Appendix A, including any and all architectural, structural, mechanical, plumbing, and electrical elements;
- Provide construction contract administration services; and
- Provide construction support services.

Final design is expected to be complete for construction to commence in August, 2017.

C. Description of Work

1. Design

- a. Consultant shall furnish the following deliverables:
 - i. Concept design drawings (two (2) concepts)
 - ii. Schematic design drawings (two (2) concepts) and corresponding construction cost estimates
 - iii. 60% design for construction drawings (one (1) concept chosen by the Authority) with construction cost estimate
 - iv. 100% design for construction drawings and specifications, with construction cost estimate
- b. Male locker room shall include but not be limited to the following features:
 - i. Toilets/urinals/sinks to service a staff of 13 people
 - ii. Four (4) private showers
 - iii. Lockers to accommodate a staff of 13 people
- c. Female locker room shall include but not be limited to the following features:
 - i. Toilets/sinks to service a staff of three (3) people
 - ii. One (1) shower
 - iii. Lockers to accommodate a staff of three (3) people
- d. Laundry facilities to include one (1) washer and one (1) dryer
- e. Lunchroom/meeting room shall include but not be limited to the following features:
 - i. Seating for 16 people
 - ii. Kitchen sink, cabinets, and appliances
 - iii. Computer workstation
- f. Design shall include a phased construction, ensuring the availability of some

- washroom functions in the building at all times.
2. Construction Contract Administration
 - a. Provide 100% design for construction drawings and specifications to be incorporated into tender documents by the Authority
 - b. Answer any and all questions during bid phase that concern the drawings and specifications
 - c. Conduct a pre-bid meeting on site for potential bidders
 - d. Provide any and all addenda to the bid drawings and specifications as required
 - e. Conduct a bid opening meeting for the corresponding Construction Contract, and review bids for reasonableness
 - f. Answer any and all Requests for Information (RFIs) during construction regarding the drawings and specifications
 3. Construction Support Services
 - a. Provide part-time resident engineer services as required to ensure adherence to the construction documents, as well as construction industry best practices. Includes participation in a pre-construction meeting.

IV. TIME REQUIREMENTS

A. Proposal Calendar

The following is a list of key dates up to and including the date proposals are due to be submitted:

Requests for proposals issued	March 29, 2017
Mandatory Site Meeting	April 13, 2017 at 10:00 AM
Due date for submission of questions	April 19, 2017 at 2:00 PM
Questions to be answered	April 21, 2017
Due date for proposals	April 28, 2017 at 1:00 PM

B. Expected Notification and Contract Dates

Short-listed firms notified	May 10, 2017
Presentations/interviews of short-listed firms	To be determined, at Authority discretion
Selected firm notified, contract award	May 19, 2017

The successful consultant must be prepared to commence performance for the services described herein immediately upon notice of award if directed by the Authority.

V. PROPOSAL REQUIREMENTS

A. General Requirements

1. **Inquiries** – Inquiries concerning the request for proposals and the subject of the request for proposals must be made by April 19, 2017, at 2:00 PM via e-mail to:

BUFFALO & FORT ERIE PUBLIC BRIDGE AUTHORITY
Attn: Danielle McCaffery, Operations Coordinator
dem@peacebridge.com

All questions and answers will be sent via email to invitees by April 21, 2017.

Contact with personnel of the Authority other than Danielle McCaffery, Operations Coordinator, regarding this request for proposals may be grounds for elimination from the selection process.

2. **Addenda: Errors and Omissions** - Proposers discovering any ambiguity, conflict, discrepancy, omission or other error in this RFP, should immediately notify, prior to the due date for proposals, the contact person set forth in Section V.A.1 and advise of such error and request clarification or modification of the document. Modifications to this RFP will be issued by addenda and clarifications will be communicated by written notice to each party that was furnished a RFP.

If a proposer fails to notify the Authority prior to the due date for proposals, of a known error, or an error that reasonably should have been known, the proposer assumes all risk. If awarded the contract, the proposer shall not be entitled to additional compensation or time by reason of the error or its late submission.

3. **Submission of Proposals** - The following material is required to be received by **April 28, 2017, 1:00 PM** for a proposing firm to be considered:

- a. Two (2) hard copies and one (1) electronic copy of the proposal to include the following:
 - (i) *Title Page* – Title page showing the request for proposals subject; the firm's name; the name, address, and telephone number of the contact person; and the date of the proposal.
 - (ii) *Table of Contents*
 - (iii) *Transmittal Letter* – A signed letter of transmittal briefly stating the proposer's understanding of the work to be completed, the commitment to perform the work, a statement why the firm believes itself to be best qualified to perform the engagement, and a statement that the proposal is a firm and irrevocable offer. The transmittal letter should also state the name, telephone number and e-mail address of the official within the firm who will serve as the Authority's primary contact concerning the proposal. An unsigned proposal will be rejected.

- (iv) *Non-collusive Proposal Certification* – The proposer must provide a signed statement certifying the following:
 - o the proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm or corporation;
 - o that the proposer has not directly or indirectly induced or solicited any other proposer to submit a false or sham proposal, or decline to submit a proposal;
 - o that the proposer has not sought, by collusion, to obtain any advantage over any other proposer or over the Authority.
- (v) *Detailed Proposal* – The detailed proposal should follow the order set forth in Section V. B. of this request for proposals.
- (vi) *Cost Bid* –The cost bid should follow the order set forth in Section V.C. of this request for proposals.
- (vii) Proposers should send the completed proposal to the following address:

BUFFALO & FORT ERIE PUBLIC BRIDGE AUTHORITY
Attn: Danielle McCaffery, Operations Assistant
100 Queen Street, Fort Erie, ON L2A 3S6

B. Proposal

1. **General Requirements** – The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the consultant seeking to undertake services in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The proposal should demonstrate the qualifications of the consultant and of the particular staff to be assigned to this engagement. It should also specify the type of service approach that will meet the request for proposal requirements.

The proposal should address all the points outlined in the request for proposals. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer’s capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following subjects, item Nos. 2 through 12, must be included. They represent the criteria against which the proposal will be evaluated. Responses are limited to fifteen (15) pages, excluding the title page, table of contents, transmittal letter, non-collusive proposal certificate and cost bid, and requested resumes, prepared as single-sided pages on 8 ½ x 11 inch paper using at least 10 point type with standard margins.

For clarity purposes, the Authority requests that you restate each question, with the answer stated directly below each question.

2. **Independence** – The consultant should provide an affirmative statement that it is independent of the Authority and that the firm and its staff will avoid any actual or perceived conflict of interest. Conflict of interest is defined as a situation in which a person is, or is perceived to be, in a position to benefit more preferentially than in an open market situation.
3. **Scope of Work** – The consultant should provide an affirmative statement that the proposal includes all services noted within Section III of this request for proposal.

4. **Disciplinary Actions** – The consultant should provide information on the circumstances and status of any disciplinary action taken or pending against the consultant during the past five (5) years with federal, provincial regulatory bodies or professional organizations.
5. **Consultant Qualifications and Experience** – The proposer should include the following information:
 - a. Company name, location of firm headquarters, location of office from which services would be rendered to the Authority.
 - b. Description of the consultant, including ownership structure, number of partners and employees, number of years in business, and a brief description of the services the firm offers.
 - c. List your firm’s engagements as a general contractor for the last five (5) years, and include information in the following format:
 - i. Name of client
 - ii. Number of years serving this client
 - iii. Name of partner(s) in charge of this client
 - iv. Brief description of services provided
 - d. List all primary subcontractors proposed for this Project, and include a description of the firm and contact information for each.
6. **Experience of Project Manager and Key Staff** – The proposer should identify the project manager, lead designer, and other key staff for the assignment and detail the following:
 - a. General qualifications: general education, training, length of experience, positions held, time with firm, and so forth.
 - b. Adequacy for assignment: experience in specific sector or field.
 - c. Experience in region: knowledge of local issues.
 - d. Provide resumes for key professional staff who would be assigned to this engagement, including but not limited to project managers or foreman for each primary subcontractor.
7. **Similar Project Experience** – The consultant should describe the nature and scope of similar projects managed by the proposed project manager.
8. **Prior Engagements with the Buffalo & Fort Erie Public Bridge Authority** – List separately all engagements, within the last five (5) years, with the Authority by type of engagement. Indicate the scope of work, date, the location of the firm’s office from which the engagement was performed, and the name and telephone number of the principal client contact.
9. **Similar Engagements with other Entities** – For the firm’s personnel that will be assigned responsibility for this service, list the most significant engagements (maximum of 5) performed in the last five (5) years that are similar to the engagement described in this request for proposal. Indicate the scope of work, dates and duration of service and the name and telephone number of the principal client contact. From these engagements,

provide at least three (3) references containing contact name, address and telephone number.

- 10. Value-Added Services** – The proposer should identify and describe services offered which may add value (i.e., decrease cost, increase efficiency, etc.) to the Authority.
- 11. Distinguishing Features** – The proposer should identify and describe the most important attributes that distinguish your firm from competing firms, and how those attributes will benefit the Authority.
- 12. Identification of Anticipated Potential Problems** – The proposal should identify and describe any anticipated potential problems/challenges in providing the service requested, the firm’s approach to resolving these problems and any special assistance that will be requested from the Authority.
- 13. Proposed Project Schedule** – Provide a schedule for the scope of work, broken down into major tasks.

C. Cost Bid

- 1. Professional Fees** – The Authority is interested in achieving high quality services at the lowest possible cost.

The Authority will not be responsible for expenses incurred in preparing and submitting the technical proposal or the cost bid. Such costs should not be included in the proposal.

The cost proposal should be contained in a separate, sealed envelope. The first page of the cost bid should include the following information:

- a. Name of Consultant.
 - b. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the Authority.
 - c. Please provide examples of fees that you have charged on similar recent contracts.
 - d. Describe proposed measures to reduce the costs of services, while maintaining high quality services.
 - e. Supply all-inclusive costs for this scope of services. Costs should include labour, equipment, travel time, and any other costs associated with the scope of work. Payment will be on a Lump Sum basis.
 - f. Supply a proposed rate sheet for any additional work to be performed. Rate sheets shall detail hourly rates for the various technical classifications of workers and identify specific personnel. Also include with the rate sheet a salary multiplier that includes a breakdown of overhead, profit, and types of expenses.
- 2. Out-of-Pocket Expenses** – Enumerate typical out-of-pocket expenses for the proposed engagement.

VI. EVALUATION PROCEDURES

A. Review of Proposals

The Committee will review qualifications of the proposals. Consultants with unacceptably low technical qualifications will be eliminated from further consideration.

After the qualifications for each consultant has been established, the cost proposal will be examined.

The Authority reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

B. Evaluation Criteria

Proposals will be evaluated using three sets of criteria. Consultants meeting the mandatory criteria will have their proposals evaluated for both technical qualifications and cost. The following represent the principal selection criteria, which will be considered during the evaluation process.

1. Mandatory Elements

- a. The consultant is independent and has no conflict of interest with regard to any other work performed by the firm for the Authority.
- b. The consultant adequately addresses actual and pending disciplinary actions and has a record of quality work.
- c. The consultant adheres to the instructions in this request for proposal on preparing and submitting the proposal.

2. Technical Quality

- a. Expertise and Experience
 - (i) The consultant's qualifications and past experience and performance on similar engagements.
 - (ii) Project manager and key staff qualifications and past experience and performance on similar engagements.
 - (iii) The consultant's approach towards identifying and resolving potential problems/challenges in providing the services requested.
 - (iv) The firm's distinguishing and value-added services.

3. Cost Proposal

Fee, while important, will not be the primary factor in the selection of an engineering firm, however, it will be considered when evaluating the overall value of the proposal. The Authority is not obligated to accept the lowest fee proposal.

C. Oral Presentations

During the evaluation process, the Committee, at their discretion, may request any one or all firms to make oral presentations. Such presentations will provide consultants with an opportunity to answer any questions that the Committee may have on a consultant's proposal. Not all consultants may be asked to make such oral presentations.

D. Final Selection

The Authority will select a firm based upon the recommendation of the Committee.

It is anticipated that a firm will be selected by May 19, 2017. Following notification of the firm selected, it is expected that a contract will be executed between both parties by May 26, 2017.

The Authority reserves the right to enter into negotiations with any proposer designed best qualified in order to determine satisfactory terms and conditions of a final contract and to end such negotiations, at its discretion, and to designate and commence negotiations with an alternate best qualified proposer.

In accordance with the policy approved by the Board of Directors, the Selection Committee will not conduct debriefing sessions with unsuccessful candidates.

E. Right to Reject Proposals

Submission of a proposal indicates acceptance by the consultant of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between Authority and the consultant selected.

As specifically endorsed by the Authority Board of Directors, contact with personnel of the Authority other than Danielle McCaffery, Operations Coordinator, will result in automatic rejection of a proposal.

The Authority reserves the right without prejudice to reject any or all proposals, waive any and all informalities, and the right to disregard all non-conforming or conditional proposals. The Authority reserves the right to accept any proposal deemed to be in its best interest even though the proposal is not mathematically the lowest price.

VII. FORM OF AGREEMENT

A copy of the Authority's standard agreement is attached as Exhibit A herein. The Authority reserves the right to modify such standard agreement. The Authority will not use a consultant prepared agreement. The successful consultant will be required to enter into a contract using the Authority's standard agreement. The firm is encouraged to review this agreement with their legal counsel before submitting a proposal.

VIII. GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions apply throughout this RFP and to the Response. Any change or amendment to the terms and conditions of this RFP are of no effect unless set out in a written Addendum to this RFP issued by the Authority.

A. Applicable Law

This RFP, and any contract, which may subsequently arise from this RFP, shall be governed by the law of the United States of America, as applicable to an international compact entity. The appropriate jurisdiction for any disputes which arise from the RFP or any contract which may arise from this RFP, shall be the Small Claims Court of the Superior Court of Justice, at Welland, Ontario provided this court has requisite jurisdiction.

The section titles are for convenience only and shall not be construed to affect the meanings of the sections titled.

B. No Obligation to Proceed

Nothing in this RFP obliges the Authority in any way to proceed to award a Contract or proceed with the Project. The Authority may terminate this selection process at any time and proceed with the Project, in whole or in part, in the same or some other manner, including reissuing the same or a different RFP in relation to the Project. This RFP does not constitute an offer to enter, or obligate the Authority to enter, into a contract with any person and is not intended to create any binding contract, often referred to in Canada as Contract "A".

C. Access to Information Legislation

1. In fulfilling its public service responsibilities, the Authority adopted a policy and procedure (the "**FOIL/AIA Policy**") for responding to requests for information, including requests made pursuant to the New York or Federal *Freedom of Information Law* ("**FOIL**") and the Canadian *Access to Information Act* ("**AIA**"). While the Authority is not subject to either FOIL or the AIA, the Authority does voluntarily respond to requests for information and gives effect to the principle that the public has a right to know.
2. In accordance with the FOIL/AIA Policy, the Authority will make available for public inspection and copy all records except those that the Authority denies access to or portions thereof that:
 - (a) are rendered confidential or privileged or are exempted from disclosure by Federal or state law in the United States or provincial or Federal statutes of Canada;
 - (b) if disclosed, would constitute an unwarranted invasion of personal privacy (including as this concept is given effect in the *Personal Protection Privacy Act* (Canada) and the *Personal Information and Electronic Documents Act* (Canada)) as more particular set out in the FOIL/AIA Policy;
 - (c) if disclosed, would impair present or future contract awards or collective bargaining or negotiations of leases, permits, contracts or other agreements;

- (d) are confidential trade secrets or financial, commercial, scientific or technical information of the Authority or a third party (including a governmental entity) that if disclosed could cause substantial injury to the competitive position of the Authority or such party;
- (e) are compiled for public safety, law enforcement or official investigatory purposes (internal and external) and which, if disclosed, may affect public safety, interfere with proceedings, or deny or prejudice a right to a fair trial or impartial negotiation, or identify a confidential source or disclose confidential information relating to an audit or a civil, criminal, or internal or external disciplinary investigation;
- (f) if disclosed, would endanger the life or safety of any person;
- (g) are in any way related to the security of the Bridge or property associated with federal government functions;
- (h) if disclosed, would jeopardize the Authority's capacity to guarantee the security of its information technology assets, such assets encompassing both electronic information systems and infrastructures;
- (i) are materials of any governmental agency (state, local, municipality, region, public authority) other than statistical or factual tabulations of data, specific instructions given to staff, final approved policies and all external audits where these materials or instructions are not exempted;
- (j) are photographs, microphotographs, videotape or other recorded images that could impact upon personal privacy;
- (k) that contains information that was obtained in confidence from the government of a foreign state or institution thereof, an international organization of states or institution thereof, the government of a province, municipality or region or institutions thereof or an aboriginal government (as defined in Nisga'a Final Agreement Act);
- (l) is subject to a solicitor-client or attorney-client privilege;
- (m) if disclosed, could affect, impact or be expected to prejudice the competitive position of a government institution (which may include the Authority) or specific business entities with which government institutions (which may include the Authority) deals.

3. In submitting any document, information or other record to the Authority, including the Response, each Respondent acknowledges and accepts the FOIL/AIA Policy. Except as expressly set out in this RFP or the FOIL/AIA Policy, all documents, information and other records submitted in response to this RFP will be considered confidential. However, such information or parts thereof may be released pursuant to FOIL/AIA Policy. Respondents are also advised that FOIL/AIA Policy may provide protection for confidential and proprietary business information. Respondents are advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their Responses.

4. Subject to the provisions of the FOIL/AIA Policy, the Authority will use reasonable efforts to safeguard the confidentiality of any information identified by the Respondent as confidential but the Authority shall not be liable in any way whatsoever to any Respondent or Respondent Team Member if such information is disclosed pursuant to the FOIL/AIA Policy.

D. Confidentiality of Information

Respondents will be required to enter into a confidentiality agreement.

E. No Liability - Information

1. This RFP may not contain all of the information that a Respondent may need in deciding whether to submit a Response. The Authority accepts no responsibility for any person lacking any information.
2. The Authority will not be liable for any information or advice or any errors or omissions that may be contained in this RFP or the data, materials or documents (electronic or otherwise) provided to the Respondents or prospective Respondents in the RFP process or otherwise with respect to the Project.
3. The Authority makes no representations or warranties and there are no representations, warranties or conditions, either express or implied, statutory or otherwise, in fact or in law, with respect to the accuracy or completeness of this RFP or the data, materials or other documents. The Authority will not be responsible for any claim whatsoever arising from a Respondent's or prospective Respondent's reliance on or use of this RFP or any such data, materials or other documents which are provided, delivered, made available or required by the Authority.
4. Each Respondent and prospective Respondent is responsible for obtaining its own independent legal, financial, engineering, architectural, environmental and other technical or professional advice, and making its own investigations with respect to the Project, this RFP, the RFP process and any data, materials or other documents provided, delivered or made available or required by the Authority or its Representatives. Submission of a Response is deemed to be conclusive evidence that the Respondent has made such investigations and has obtained such advice and that the Respondent is willing to assume and does assume all risks affecting the Project, except as otherwise specifically stated in this RFP.

F. No Liability - RFP Process

The Authority does not, by issuing this RFP or by any communication or documentation made or provided in connection with this RFP, incur any duty of care or contractual obligation to any Person.

G. Rights of the Authority

The Authority may at any time, with or without notice:

1. reject and not consider a Response from a Respondent, or disqualify any Respondent where (i) the Respondent or any Respondent Team Member (including any Joint Venture Member if the Respondent is a Joint Venture Respondent) has been disqualified from a procurement process undertaken by the Authority as the result of

any criminal charges related to inappropriate bidding practices or unethical behaviour (ii) there are any outstanding criminal charges related to inappropriate bidding practices or unethical behaviour by a Respondent or a Respondent Team Member or any of their Affiliates in relation to a public or broader public sector tender or procurement in any jurisdiction (iii) there is evidence satisfactory to the Authority that, based on past conduct or behaviour, the Respondent or any or a Respondent Team Member is unsuitable or has conducted themselves improperly or (iv) the Authority determines that the Respondent or any or a Respondent Team Member performance on other contracts is sufficiently poor to jeopardize the completion of the Project;

2. consider, in the evaluation of a Response, (i) any dispute involving a Respondent or Respondent Team Member and (ii) any instances of poor performance of a Respondent or Respondent Team Member, or any other unfavourable experiences with any of them, that the Authority has experienced;
3. amend the scope or details of the Project, or modify, cancel, amend, supplement, clarify or suspend the whole or any part of the Project, this RFP, the RFP process or any or all stages of the Bid process;
4. reissue a Request For Proposals for the Project the same as this RFP or a different request for qualifications document in connection with the Project;
5. reject or disqualify all or any Responses or Respondents; and
6. waive any material or non-material deficiency or failure to comply with the requirements of this RFP.

H. Ethical Behaviour Confirmation

Without limitation of any other rights of the Authority or the requirements of this RFP, in order to ensure the integrity, openness and transparency of the selection process, the Authority may:

1. impose at any time on all Respondents and any Respondent Team Member additional conditions, requirements or measures, with respect to bidding practices or ethical behaviour of a Respondent and any of the members of the Respondent Team; and
2. require that any or all Respondents and/or any Respondent Team Member at any time during the proposal process provide the Authority with copies of its internal policies, processes and controls establishing ethical standards for its bidding practices and evidence of compliance by the Respondent and all Respondent Team Members with such policies, processes and controls.

In the event that any Respondent and/or Respondent Team Member:

3. fails to comply with any requirement prescribed by the Authority pursuant to this Clause H; or
4. complies with the Authority's requirement as prescribed in accordance with this Section, but the Authority determines that any Respondent and/or Respondent Team Member has or may have engaged in inappropriate bidding practices or unethical behaviour, the Authority shall have the right, at any time to reject and not consider a Response from a Respondent.

I. Restriction on Communication between Respondents

A Respondent shall not discuss or communicate, directly or indirectly, with any other Respondent, any information whatsoever regarding the preparation of its own Response or the Response of another Respondent. Each Respondent shall prepare and submit its Response independently and without any connection, knowledge, comparison of information, or arrangement, direct or indirect, with any other Respondent. The Respondent shall ensure that its key individuals and members of Respondent Team and their respective representatives and Affiliates comply with this Clause I. By submitting a Response, a Respondent on its own behalf and as authorized agent of each Respondent Team Member, key individual and their respective representatives and affiliates represents, warrants and confirms to the Authority that its Response has been prepared and submitted without collusion or fraud, or in violation of any applicable law and in fair competition with prospective Respondents, prospective Respondent Teams, and other Respondents.

J. Verification of Information

The Authority may independently verify any information received in or in respect of any Response pursuant to this RFP. The Authority may disqualify any Respondent who's Response:

1. contains any false or misleading information; or
2. fails to disclose any information that would, if disclosed, materially adversely affect the Authority's evaluation of such Respondent's Response.

K. Conflicts of Interest

1. For the purposes of this RFP, the term "conflict of interest" includes any situation or circumstance which is a conflict of interest under the Authority's Ethics Policy or where a Respondent, a Respondent Team Member, their respective Representatives and affiliates and/or a key individual of a Respondent Team Member, has, could be perceived to have or could possibly acquire:
 - contractual or other obligations to the Authority or any the Authority Party that could or could be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
 - knowledge or information (other than information disclosed by the Authority in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other Respondents and that could or could be seen to give the Respondent an unfair competitive advantage.
 - commitments, relationships, financial interests or involvement in ongoing litigation:
 - that could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of the Authority's independent judgment;
 - that could or could be seen to compromise, impair, challenge, be in opposition to or be incompatible with the Project or the effective

performance of the Authority's obligations under this RFP or the Contract; or

- in which the Authority is an adverse party.

In determining conflict of interest, the Authority may consider and have regard to relevant codifications in Canada and the US such as, in the US, 23 CFR 1.33 and 23 CFR 636.116 and, in Canada, the Code of Conduct for Procurement (2014-11-27) of Public Works and Government Services Canada.

2. Each Respondent must use its best efforts to avoid any conflict of interest in relation to the Project, and comply with any requirements prescribed by the Authority to mitigate or resolve any conflict of interest which may arise.
3. Throughout the RFP process, each Respondent shall, and it shall ensure that its Respondent Team Members and their respective representatives and affiliates and key individuals, promptly disclose to the Authority in writing any conflict of interest. At the time of such disclosure, the Respondent shall include any information and documentation that demonstrates appropriate measures have been or will be implemented to mitigate, minimize or eliminate the conflict of interest. The Respondent shall provide such additional information and documentation and implement such additional measures as the Authority may require in connection with the Authority's consideration of the conflict of interest and proposed measures.
4. The Authority may waive any and all conflicts of interest. A waiver must be in writing and may be upon such terms and conditions as the Authority requires to ensure that the conflict of interest has been appropriately managed, mitigated and minimized including requiring the Respondent and/or its Respondent Team Members to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the Authority to manage, mitigate and minimize the impact of such conflict of interest.
5. The Authority may immediately disqualify a Respondent or require a Respondent to remove and/or replace a Respondent Team Member and/or key individual, if, in each case as determined by the Authority, the Respondent fails to disclose a conflict of interest, the Respondent fails to comply with any requirements prescribed by the Authority to mitigate or resolve a conflict of interest, or the conflict of interest issue cannot be mitigated or otherwise resolved.
6. The determination of the Authority as to whether a conflict of interest exists shall be final and binding.

Should any of the above language conflict with the Authority's existing policies, the Authority's policies shall prevail.

L. Request for Clarification - Conflicts

A prospective Respondent or Respondent Team Member or advisor of a Respondent who has any concerns regarding whether a current or prospective employee, advisor or a Respondent Team Member of that Respondent has or may have a conflict of interest, is encouraged to request an advance ruling in accordance with this Section through the following process may, on a confidential basis, request a "clarification from the Authority by submitting an inquiry in accordance with Clause C of Part I of this RFP, and providing all relevant information The

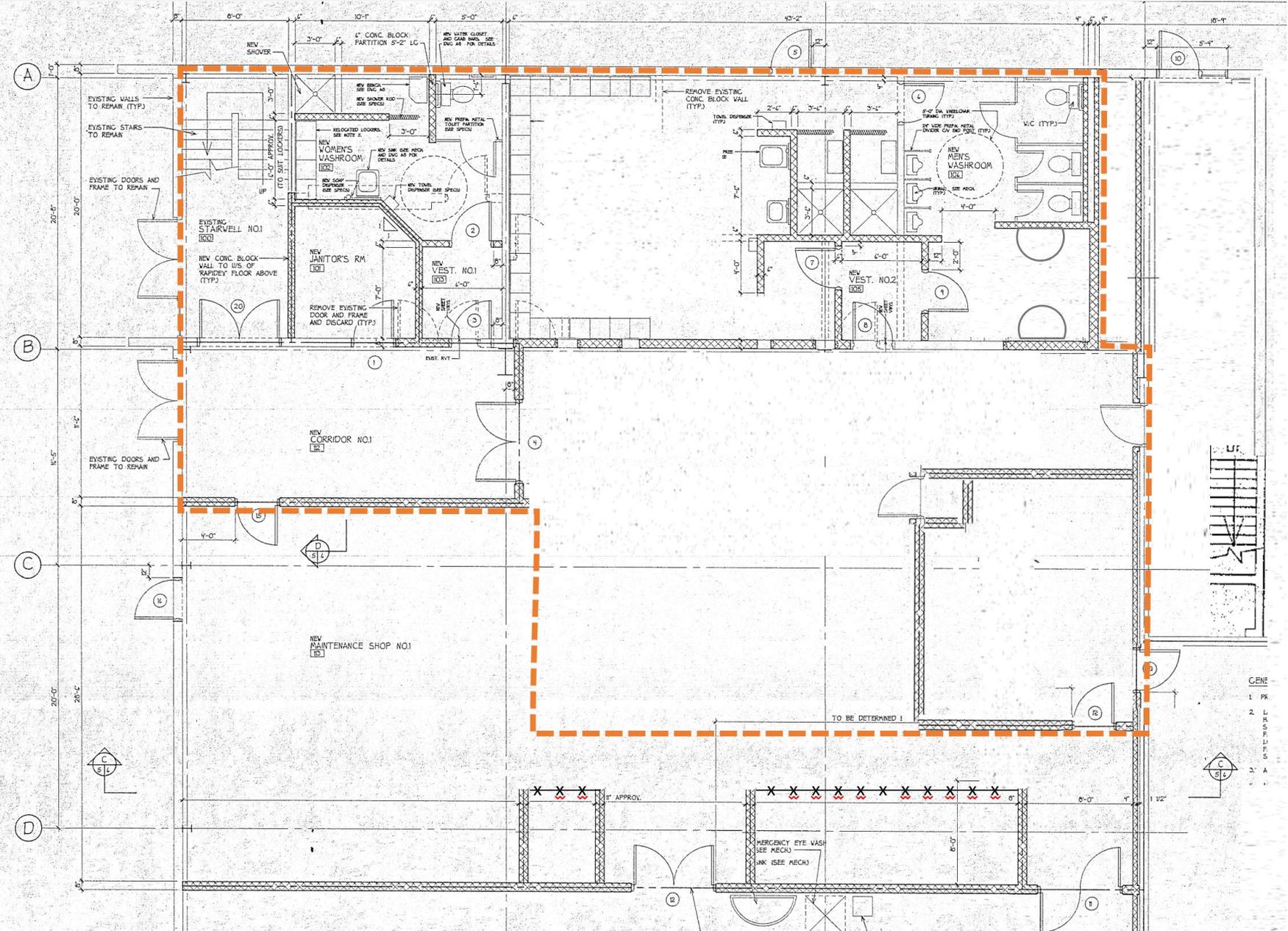
Authority may request additional information. The Authority will not be held liable for any determination on verification issued in relation to conflicts of interest on possible conflicts of interest or possible conflicts of interest.

M. Respondent Team

- 1.** Respondent Team Members, including affiliates of Respondent Team Members, may not be Respondent Team Members of any other Respondent, unless (a) the Authority expressly approves in advance, (b) a Respondent Team Member is removed from one Respondent Team in accordance with this Clause M, or (c) the Respondent is not pre-qualified and joins a Respondent that has been pre-qualified in accordance with this Clause M.
- 2.** If a Respondent wishes to remove, add or otherwise change a Respondent Team Member (including any Joint Venture Member if the Respondent is a Joint Venture Respondent) after the submission of its Response, then it must first obtain the written approval of the Authority, which approval may be granted in the Authority's sole discretion. In making its determination to grant or deny such approval, the Respondent will provide the Authority with such information, documents and other records as the Authority may request, including all information, documents and other records required under this RFP and all agreements and amendments to agreements demonstrating the amended Respondent Team structure.
- 3.** A Change in Control of a Respondent Team Member is deemed to be a change to such Respondent Team Member for the purposes of this Clause M, and requires the approval of the Authority.

APPENDIX A

Fig. 1: Floorplan of existing area to be renovated



 Area to be renovated

- GENE
- 1 PR
 - 2 L H S P L U F S A

EXHIBIT A

[See Authority/Contractor Form of Agreement attached herein]

AUTHORITY / ENGINEER AGREEMENT

THIS AGREEMENT made this ___ day of _____, 20__ by and between the **Buffalo and Fort Erie Public Bridge Authority**, hereinafter called the AUTHORITY, an international compact entity created pursuant to a compact entered into by the State of New York, with the consent of the United States Congress, and by the Government of Canada and _____ hereinafter called the ENGINEER.

WHEREAS the AUTHORITY desires the ENGINEER to perform _____ services in connection with the _____ project and;

NOW THEREFORE this Agreement witnesseth that for and in consideration of the mutual covenants contained therein, in pursuance of the provisions of all applicable Federal, Provincial and State statutes together with attachments thereto and supplements thereto, the ENGINEER and the AUTHORITY agree as follows:

SECTION I: CONTRACTING SERVICES

The ENGINEER for and in consideration of payments hereinafter specified and agreed to by the AUTHORITY shall perform professional services according to Attachment No. 1, General Scope of Services, appended hereto and made a part hereof.

SECTION II: SERVICES TO BE PERFORMED BY THE AUTHORITY

The AUTHORITY shall provide assistance to the ENGINEER in progressing in an orderly manner the work set forth herein, as follows:

1. Cooperation in providing access and time periods to enable technical personnel to conduct field investigations in connection with contract implementation.
2. Assist in traffic control if plaza traffic is impacting the contractor's operations.

SECTION III: TIME OF COMPLETION

Upon receipt of an executed contract from the AUTHORITY, the ENGINEER shall complete all services not later than _____, unless amended by the AUTHORITY in writing.

SECTION IV: COMPENSATION

For contracting services described herein, the AUTHORITY shall pay the ENGINEER in accordance with the Rates for Professional Fees (Attachment No. 2).

Fees for the above items shall not be exceeded without the prior written approval of the AUTHORITY.

Interim payments for services shall be billed at monthly intervals based on percentage of completion for Lump Sum tasks and actual hours times the hourly rate for hours tasks (where applicable). Format for invoices will be a joint effort with the ENGINEER and AUTHORITY. The AUTHORITY will review invoices within three (3) working days of receipt. If invoices are found to be correct, in good order and in the proper format, ENGINEER will be paid within thirty (30) calendar days. In the event an invoice is disputed, the ENGINEER and AUTHORITY will work to resolve the dispute. If there are portions of the invoice not in dispute, they will be paid within thirty (30) days after review. Disputed portions will

be paid within thirty (30) days of resolution. The ENGINEER shall have no claim for interest on any disputed amounts that require more than thirty (30) days to resolve. The ENGINEER agrees to pay all sub-consultants within thirty (30) days of receipt of payment by AUTHORITY.

The ENGINEER shall not begin work on any items listed in the Attachments without the prior written approval of the AUTHORITY.

SECTION V: TERMINATION OF AGREEMENT

The AUTHORITY may terminate this Agreement upon thirty (30) calendar days written notice upon failure of the ENGINEER to perform duties specified herein or to comply with the terms hereof or upon abandonment or postponement of the project.

The ENGINEER may terminate this Agreement upon thirty (30) calendar days written notice upon failure of the AUTHORITY to make payment to the ENGINEER as herein provided.

SECTION VI: SUBCONTRACT

It is further agreed that the ENGINEER shall not assign this Agreement or any part thereof, nor any right to any monies to be paid the ENGINEER hereunder; nor shall any part of the work to be done under the Agreement be sublet, without written consent of the AUTHORITY.

SECTION VII: REGULATIONS, CODES, PERMITS AND PROFESSIONAL LICENSURE

The ENGINEER agrees to comply with all Federal, Provincial, Regional and Local laws and regulations applicable to the work to be done under this Agreement. Any licenses or permits necessary for the performance of the professional services required under this Agreement shall be obtained by the ENGINEER. The ENGINEER shall secure Workmen's Compensation for his employees as required by law.

The ENGINEER warrants that it and all sub-consultants are licensed to practice their respective professional disciplines in the Province of Ontario.

SECTION VIII: INDEPENDENT CONTRACTOR

The ENGINEER shall be deemed an independent contractor for all purposes of this Agreement and is not authorized to incur expenses or create any liability or indebtedness on behalf of the AUTHORITY.

SECTION IX: WORK PRODUCT OWNERSHIP

All original detailed survey information, survey notes (copies), data, calculations, drawings, reports, supervision records, and similar "work products" made hereunder shall be and remain the property of the AUTHORITY.

SECTION X: ADDITIONAL ASSIGNMENTS

In addition to the scope defined in this Agreement it is the AUTHORITY's intent to utilize the ENGINEER for additional assignments to be determined by the AUTHORITY throughout the term of this Agreement.

The AUTHORITY and ENGINEER will negotiate compensation for each additional assignment. Once agreed upon the AUTHORITY and the ENGINEER shall execute a Supplemental Agreement describing the additional work and providing for the compensation to be paid therefore.

SECTION XI: EXTRA WORK

No extra work beyond the scope of this Agreement shall be performed by the ENGINEER unless the AUTHORITY, IN WRITING, specifically directs such work to be performed. In the event such extra work is authorized, the AUTHORITY and the ENGINEER shall execute a Supplemental Agreement describing the extra work and providing for the compensation to be paid therefore. Upon a written request by the AUTHORITY, the ENGINEER will continue working during negotiations for said Supplemental Agreement.

SECTION XII: DISPUTES

All questions or disputes respecting any matter pertaining to this Agreement, or arising from this Agreement or any part hereof, or any breach of said Agreement shall be determined as follows:

- a) If the dispute or matter concerns an amount in controversy (or an alleged amount in controversy) having a value in the aggregate of twenty five thousand dollars (\$25,000.00) or less the dispute shall be determined in the Small Claims Court of the Superior Court of Justice, at Welland, Ontario provided this court has the requisite jurisdiction;
- b) If the dispute or matter concerns an amount in controversy (or an alleged amount in controversy) having a value in the aggregate of more than twenty five thousand dollars (\$25,000.00), or the Small Claims Court of the Superior Court of Justice, at Welland, Ontario does not have the requisite jurisdiction, the dispute shall be determined by arbitration in Fort Erie, Ontario or such other location as the parties to the dispute agree:
 - (i) Either party may give written notice to the other of its desire to arbitrate such dispute and shall in such written notice give notice of the appointment of an arbitrator chosen by the party giving such notice. The party receiving such notice shall within fifteen (15) days after the receipt thereof give a written notice to the party giving the first notice of appointment of an arbitrator chosen by the party giving the second notice. The two arbitrators so chosen shall jointly appoint a third arbitrator;
 - (ii) If a party required to appoint an arbitrator shall fail to do so within such period of fifteen (15) days, or if each party has appointed an arbitrator and such arbitrators fail to agree upon a third arbitrator within fifteen (15) days after both have been appointed, then any party not in default in so appointing may apply to the Ontario Superior Court of Justice (the "Court") for the appointment of an arbitrator on behalf of the party in default, or the appointment of the third arbitrator, as the case may require;
 - (iii) The arbitrators shall elect a chair from among themselves. The arbitrators shall have the powers as set out in the provisions of the Arbitrations Act S.O. 1991 c 17 ("Arbitrations Act");
 - (iv) Each party shall bear the fees and expenses of the arbitrator that party selects or has been selected for that party by the Court. The fees and expenses of the third arbitrator shall be divided equally between the parties and each party shall bear its equal share. All other fees and expenses shall be borne in such manner as the arbitrators may determine;

- (v) The three (3) arbitrators so appointed shall determine the dispute. The arbitration shall be conducted in accordance with the provisions of the laws of Ontario, pertaining to arbitration including the provisions of the Arbitrations Act. The decision of the majority of the arbitrators shall be final and binding on the issue or issues submitted to arbitration; however, if there is no majority decision, the Chair's decision governs. No party may appeal the arbitrators' decision to the Court unless it relates to a question of law. Any appeal on a question of law shall be in accordance with section 45 of the Arbitrations Act or its successor legislation.

SECTION XIII: INSURANCE

The ENGINEER shall provide the following coverages and limits:

1. The ENGINEER shall procure and maintain at its own expense, and without expense to the AUTHORITY, until final acceptance by the AUTHORITY of the work covered by the Contract, insurance for liability for damages imposed by Law, of the kinds and in the amount hereinafter provided with insurance companies authorized to do such business in the Province of Ontario, covering all operations under the Contract, whether performed by him or by a Sub-consultant.
2. Cancellation Notice: Each insurance policy and certificate of insurance shall contain a provision providing that it shall not be cancelled or changed by the ENGINEER or Insurance Company without thirty (30) calendar days of written notice to the AUTHORITY of intention to cancel or change.
3. Indemnification: It is expressly understood that the ENGINEER shall indemnify and save harmless the AUTHORITY from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the ENGINEER under this Agreement and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the ENGINEER'S failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the ENGINEER or the AUTHORITY beyond such as may legally exist irrespective of this Article or this Agreement.

Such obligation does not extend to those suits, actions, damages and cost of every name which arise out of the sole negligence of the AUTHORITY, its agents or employees relative to the construction, alteration, repairs or maintenance of a building, structure, appurtenances and appliances including moving, demolition and excavating connected therewith.

4. Professional Liability: The ENGINEER and any sub-consultants shall maintain professional liability insurance (also known as Errors and Omissions Insurance) in the amount of \$2,000,000 minimum.
5. Comprehensive General Liability: The ENGINEER shall procure and maintain until final acceptance and at its own expense, comprehensive general liability to include:
 - i. Contractor's Liability;
 - ii. Contractor's Protective Liability;
 - iii. Completed Operations Liability;
 - iv. Contractual Liability.

The limits of such insurance shall be not less than:

\$1,000,000 combined single limit, each occurrence;
\$2,000,000 aggregate.

6. Automobile: The ENGINEER shall procure and maintain until final acceptance and at its own expense, automobile liability and property damage insurance, covering the use, in connection with the work, of all owned, non-owned and hired vehicles required by the vehicle and traffic law of the State of New York to bear license plates. The coverage under such policy shall not be less than the following limits:

\$1,000,000 combined single limit;
bodily injury and property damage.

7. Workers Compensation: The ENGINEER shall procure and maintain, until final acceptance and at its own expense, Workers Compensation and Employers Liability Insurance, covering the obligations of the ENGINEER in accordance with Workers Compensation and Employers Liability Insurance Law, covering all operations under the Contract, whether performed by it or its Sub-consultants or Suppliers.
8. Umbrella: Excess liability coverage for each of the above with a limit of \$2,000,000 each occurrence and \$2,000,000 aggregate.

The ENGINEER will provide Certificates of Insurance prior to commencing work. The Insurance policies must clearly include the Buffalo and Fort Erie Public Bridge Authority, its Board and Authority employees as additional insured. The ENGINEER will be required to maintain all coverages throughout the schedule of the Project. The cost of all insurances is the responsibility of the ENGINEER.

SECTION XIV: APPLICABLE LAW

This contract, shall be governed by the law of Canada, as applicable to an international compact entity.

SECTION XV: MISCELLANEOUS

The section titles are for convenience only and shall not be construed to affect the meanings of the sections titled.

SECTION XVI: ATTACHMENTS

Included as part of this AGREEMENT are the following:

- | | |
|-------|---------------------------------|
| No. 1 | General Scope of Service |
| No. 2 | Rates for Professional Services |
| No. 3 | Conflict of Interest Form |
| No. 4 | Certificates of Insurance |

IN WITNESS WHEREOF, the parties hereunder have caused this Agreement to be executed as of the day and year first above written.

**BUFFALO AND FORT ERIE
PUBLIC BRIDGE AUTHORITY**

(SEAL)

BY: _____
General Manager

In Presence of:

BY: _____

(SEAL)

ENGINEER

BY: _____

In Presence of:

BY: _____

No. 1 GENERAL SCOPE OF SERVICES

No. 2 RATES FOR PROFESSIONAL SERVICES

No. 3 CONFLICT OF INTEREST FORM

ENGINEER represents and warrants to the AUTHORITY that neither the ENGINEER nor any shareholder, director or employee of the consultant is related to, affiliated with or interested in any subcontractor or sub-consultant that may be employed by the ENGINEER, nor is the ENGINEER or any of the ENGINEER's shareholders, directors or employees related to, affiliated with or interested in, any director or employee of the AUTHORITY. ENGINEER represents and warrants that it has no knowledge of any fact or circumstance that would constitute a conflict of interest or the appearance of a conflict of interest in its performance of the services included within the proposal.

No. 4 CERTIFICATES OF INSURANCE