



Buffalo & Fort Erie Public Bridge Authority

Request for Proposals for
GENERAL ENGINEERING CONSULTANT

*1 Peace Bridge Plaza
Buffalo, NY 14213*

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

Date Issued: October 18, 2019

Submission Deadline: December 3, 2019 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 a licensed professional engineering firm with large bridge experience, to serve as the Authority’s General Consulting Engineer at the Peace Bridge in Buffalo, NY and Fort Erie, ON (“the Consultant”). Strong preference will be given to firms that have an office located in the Western New York/Southern Ontario region and a designated project manager located in that office.

Firms 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 Respondent initiated contact with any Authority official shall be permitted regarding this RFP, other than written inquiries, as described in Section C herein. Contact 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. Inquiries and Communications

All inquiries and communications relating to this RFP or the Project must be made by e-mail to:

Buffalo & Fort Erie Public Bridge Authority
Attention: Danielle McCaffery, Operations Coordinator
dem@peacebridge.com

There will be an opportunity available for submission of written questions. All questions or requests for clarification regarding this RFP must come from one point of contact per company no later than November 19, 2019, 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 posted online at www.peacebridge.com/rfp, and distributed via e-mail to those that provided contact information as requested, by November 21, 2019.

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

D. Responses

Respondents must submit their Responses to this RFP to the Authority no later than 1:00pm EST on December 3, 2019 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
1 Peace Bridge Plaza, Buffalo, NY 14213
or
100 Queen Street, Fort Erie, ON 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.

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 Authority's Selection Committee, Respondents may be requested to make oral presentations as part of the evaluation process.

All Responses become the property of the Authority. The Authority reserves the right to retain all Responses to the RFP submitted, and to use any ideas in a Response regardless of whether or not the applicable Respondent is selected. Submission of a Response indicates acceptance by the Respondent of the conditions contained in this RFP, unless clearly and specifically noted in the Response submitted.

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 via e-mail to all firms that provided contact information as requested.

F. Response Requirements

All potential Respondents are required to attend a mandatory site meeting on Tuesday, November 5, 2019 at 10:00 AM EST at 100 Queen Street, Fort Erie, Ontario. *Responses will not be accepted from Respondents who do not attend this site meeting.*

To be considered, a Respondent must submit two (2) hard copies and one (1) electronic copy of the Response to the RFP, which must be received by the Authority as set out in Section D of Part I of this RFP. Responses must satisfy all elements outlined in Part V of this RFP. The Authority reserves the right to reject any or all proposals submitted. Responses submitted will be evaluated by a Selection Committee of the Authority.

G. Currency

All references to dollar amounts or currency in this RFP are references to United States dollars (\$US), unless expressly stated otherwise. All references to dollar amounts or currency in Responses will be deemed to be references to United States dollars, unless expressly stated otherwise.

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.

B. The Peace Bridge

The bridge, completed in 1927, carries vehicular and pedestrian traffic across the upper Niagara River between Fort Erie, Ontario, Canada and Buffalo, New York, United States of America.

The Peace Bridge is comprised of a total of 49 spans, 10 concrete vaulted spans in Canada, 27 structural steel spans beginning at the West abutment in Canada and extending to the East Abutment in the United States, and 12 concrete vaulted spans in the United States. The bridge is a total of 5,800 feet (1768 m) in length including the approach plazas and inspection and toll terminals. The steel superstructure measures 3,998 feet (1219 m) from abutment to abutment. The width of the bridge varies between abutments and is approximately 54 to 60 feet (16.5 – 18.3 m) along the main river spans.

The main river spans of the bridge consist of 5 built-up steel arches supporting spandrel columns and bracing, and a Parker Truss span. The approach spans consist of built-up riveted deck girders for single and continuous spans. All steel spans are composed of a floorbeam and stringer structural system.

The bridge has undergone numerous transformations throughout its 90 years of service, including various widening programs. Currently the Peace Bridge is in the final stages of completing a comprehensive bridge rehabilitation program; elements of that program include:

- Complete replacement of the structural slab with a galvanized partially filled concrete filled steel grid deck;
- Widened structure including the addition of a pedestrian walkway/bikeway and observation platform;
- Replacement, rehabilitation and/or strengthening of structural steel members;
- Installation of electrical and fiber infrastructure;
- Replacement of roadway signs and overhead traffic control gantries;
- New decorative steel railings and light posts (painted or galvanized);
- Complete removal and reapplication of 1997 coating system on all structural steel.

See Appendix A for plan and elevation drawings of the Peace Bridge.

III. SCOPE OF SERVICES

A. General Engineering Services Required

The Authority requires a licensed professional engineer to serve as the Authority's General Consulting Engineer for a term of five (5) years, providing engineering services as required.

The successful firm shall perform professional engineering services generally as follows:

- Assess Authority objectives from multiple perspectives including minimizing operational impacts, optimizing financial investment and achieving maximum improvements,
- Review of available reports, inspections and studies related to the work and provide gap analyses,
- Conduct further engineering and cost benefit analyses as required,
- Recommend design solutions that optimize the best solution to meet Authority objectives,
- Prepare detailed design drawings for construction bidding, and
- Provide construction support services in support of potential Resident Engineers through project completion.

The successful firm shall also have demonstrable competencies as follows:

- Engineering experience on long-span bridges including structural analysis and the effects of construction,
- Thorough knowledge of NYSDOT bridge design standards,
- Experience reconciling the differences between New York and Ontario standards and regulations,
- Familiarity with developing design packages for contracting in the United States and Canada if required,
- Developing construction staging plans simultaneously for U.S. and Canadian contractors if required,
- Experience with providing simultaneous construction support to U.S. and Canadian contractors,
- Designing and certifying drawings in New York State and the Province of Ontario as required,
- Developing maintenance and protection of traffic schemes that prioritize safety, customer service, construction staging efficiencies, and Authority operational needs.

B. Specific Work Items

1. Bridge Inspection Services

a) General

The consultant will perform inspections and prepare subsequent reports of the Peace Bridge as required by the Federal Highway Administration (FHWA) National Bridge Inspection Program (NBIP), and in compliance with the New York State Uniform Code of Bridge Inspection (also satisfying Canada's International Bridges and Tunnels Act (IBTA)). The consultant shall also satisfy the Authority's internal policies pertaining to bridge inspections, flagging procedures, underwater bridge inspections, and fracture critical members (see Appendix C).

The contract period is five (5) years beginning in 2020. The work shall include: underwater (scour) investigation in year 2020; biennial condition inspection beginning in year 2021; report preparation; New York State Department of Transportation (NYSDOT) inventory verification and updating; and computation of the National Bridge Inventory Sufficiency Rating for the Peace Bridge according to the Recording and Coding Guide for the Structure Inventory and Appraisal of the Nations Bridges (Report No. FHWA-PD-96-001) published by the FHWA. The annual inspections shall include the collection of element level bridge condition data for submission to the FHWA per 23 U.S.C. 144.

b) Inspection Leader and Team

The consultant shall provide an Inspection Team Leader with qualifications and experience to satisfy the NBIS Program metric number three, and a Quality Control Engineer with the following qualifications: successful completion of FHWA approved comprehensive bridge inspection training; and completion of periodic bridge inspection refresher training according to New York State policy; and current PE license/registration in New York State.

Moreover, the Inspection Team Leader shall have experience on similar long span steel bridges. The entire inspection team should be highly skilled in bridge inspection of this nature.

c) Inspection Techniques and Equipment

All portions of the bridge are not accessible by an Under-Bridge Inspection Unit. Special consideration will be given to firms utilizing climbing techniques as opposed to mechanical access.

Underwater (scour) investigations at Piers 2 through 5 shall be completed using multibeam hydrographic sonar methods as per the Authority's policy (see Appendix C).

The consultant is responsible for providing the appropriate equipment required to perform inspections as part of the cost proposal to the Authority.

d) Traffic Management

Maintenance and protection of bridge traffic (MPT) during inspection is the responsibility of the consultant. The consultant shall coordinate with the Authority's Operations Center prior to any and all access to the bridge. The Authority will assist with applicable lane closures to facilitate the MPT. Traffic or weather conditions on the bridge during the inspection may necessitate the temporary suspension of the inspection until conditions improve.

e) Downtime – Traffic and Weather Impacts

The successful consultant is cautioned that during the field inspection process there may be down time. Any activity requiring a lane closure may have to be abruptly terminated. This may be due to weather and/or traffic demands. Downtime may last a few hours or, in extreme cases, an entire workday. The consultant should plan for downtime with no additional payment.

f) Background Information/Site Visit

Copies of as-built plans, previous inspection reports, and load rating calculations are available for viewing at the Authority office in Fort Erie, ON upon appointment.

g) Applicable Rules/Regulations/Laws

The consultant shall be responsible for conformance with all laws, regulations and procedures of Canadian and U.S. Federal and local jurisdictions.

Site access for all inspection team members is contingent upon individual approval from U.S. Customs and Border Protection (CBP) as well as from Canada Border Services Agency (CBSA). Individuals will be required to submit personal information and copies of identification documents to the Authority, which will be turned over to CBP and CBSA for their approval. The consultant’s team leader and team members will be required to adhere strictly to any directives by these agencies.

h) Work Space

The Authority will make available office space for the team leader and inspection crew members. The space may be in Canada or the United States.

i) Subconsultants

Although it may not be necessary, the consultant may wish to consider using a local sub-consultant to assist in this work.

j) Tentative Work Schedule for Condition Inspection Years

Complete Field Inspection	August 1
Submit NYSDOT Report	September 1
Submit Comprehensive Report (Draft)	December 1
Submit Comprehensive Report (Final)	December 31

k) Deliverables

Prior to commencement of any field inspection activities the consultant shall submit and obtain the Authority’s approval of:

- Traffic Management Plan and Schedule graphically describing: each task to be undertaken; the estimated time to complete each task; the areas on the bridge and approaches which would be traversed and/or be occupied by the inspection team for each task; discussion of potential impacts of each task on Peace Bridge vehicular and pedestrian traffic; warrants for traffic warning devices, notices, and traffic directors for inspection activities not requiring lane closures (which are restricted as discussed above); and discussion on coordination and communications with Peace Bridge operating staff with respect to inspection activities.
- Safety Plan describing methods, precautions, and procedures to be employed by the Consultant to assure the safety of the Consultant’s staff, all users of the Peace Bridge and approaches, and Authority personnel.

- Training Plan describing the methods and procedures the consultant will employ to assure that the consultant's staff and inspection team are fully aware of the Traffic Management Plan and Schedule and the Safety Plan and their responsibilities to strictly comply therewith.
- Periodic progress meetings with Authority staff.
- Two (2) paper copies and one (1) digital copy of the inspection report meeting NYSDOT requirements shall be submitted to the Authority.
- Two (2) paper copies and one (1) digital copy of the condition evaluation report for the Peace Bridge, stating the overall condition of the bridge and describing in detail the condition of all components of the bridge, shall be submitted to the Authority.

2. General Engineering Consultant - On-Call Engineering Services

The Authority may require engineering services regarding the maintenance of the Peace Bridge as well as federal and state requirements for bridge inspection. Services will be performed by the General Engineering Consultant on a time and material or a task specific not-to-exceed basis as directed by the Authority.

The General Engineering Consultant will be responsible for:

- Review of the detailed biennial inspection findings of the Peace Bridge, ancillary structures, and approach roads.
- Preparation of reports and recommendations (based on the results of the aforesaid inspections and other available information) as required by the Authority, which have in recent years included:
 - Written illustrated reports that address approaches to correcting deficiencies identified in the inspection
 - Annual updates of the appropriate federal and state bridge inventory and condition reports
 - Authority maintenance program recommendations and checklist
 - Annually updated recommendations as to necessary or desirable reconstruction, rehabilitation and extraordinary maintenance projects to be scheduled in the next five years
 - Review and comment on the underwater (scour) inspections and/or fathometer surveys and/or side scan sonar surveys performed by others
- Regular and continuing consultations with the Authority's Chief Executive Officer and Chief Operating Officer, and such persons as they shall designate, on all aspects of the Authority's engineering related operations. The General Engineering Consultant may be required to brief the Authority's Board of Directors from time to time on matters of significance as directed by Authority Management.

3. Anticipated Projects

The following projects are anticipated to be completed by the Authority within the first two years of the five-year term of this contract. Each project will be executed as an individual scope change to the General Engineering Consultant contract at the Authority's sole discretion.

a) Bridge Pier Investigations

An investigation is required on the condition, protection, and appearance of the concrete piers supporting the Peace Bridge. The most recent pier investigation and rehabilitation was completed in 2001 which resulted in a comprehensive repair and sealing program the following year. For information on pier locations and orientation, see the plan and elevation drawings of the bridge in Appendix A. Reference drawings of the piers (structural and repair program) can be obtained upon request.

The General Engineering Consultant will in general be responsible for the following tasks:

Design

- Conduct any research, surveys, and meetings necessary to verify existing conditions, confirm scope requirements and deliver feasible plans and specifications.
- Perform an evaluation to identify the condition of the concrete including mapping to locate areas of corrosion, delamination and cracking through the use of non-destructive methods and full hands-on investigation for Piers 1 through 7, A, and B. The goal of the investigation is to determine the severity, location, type, size and prioritization of required repairs. The Consultant will be required to provide access to perform their investigations.
- Produce a report detailing the results of the condition assessment on a pier-by-pier basis. The consultant shall also research and detail any necessary permits, permissions, or required regulations to perform any and all phases of the works.
- Design for construction repair scope and procedures for elements identified above including design concepts for access to perform construction works.
- Provide 60% design for construction plans and specifications as well as cost estimate for Authority review and comment.
- Provide 100% design for construction plans and specifications as well as a detailed cost estimate broken down by anticipated contract items for Authority review and comment.
- Design and specification for construction shall also include concrete pier coating scope and procedures for all piers (1 through 7, and A through O) including vertical and horizontal surfaces, with the exception of those piers installed after 2012. The consultant shall research and compare the available coating systems in use for applications similar to the Peace Bridge and shall make a recommendation on the product to be used.

Furthermore, coating specifications, performance standards, repaint cycles, industry warrantee/guarantee shall be defined by the consultant.

Construction Contract Administration

- Incorporate 100% design for construction drawings and specifications into tender documents for the Authority.
- Answer any and all questions during tender phase that concern the drawings and specifications.
- Provide any and all addenda to the tender drawings and specifications as required.
- Assist in the evaluation of Contractor qualifications and bids.
- Answer any and all Requests for Information during construction.
- Review all shop drawings and means and methods associated with the works.
- Attendance at weekly or bi-weekly site construction meetings.

Construction Inspection Services are not to be included within the consultant's proposal at this time and will be considered as a potential Supplemental Agreement at a later date if necessary.

b) Canadian Commercial PIL Approach Roadway

The Canadian Commercial Primary Inspection Lane (PIL) Approach Roadway connects the bridge abutment with the commercial vehicle inspection plaza in Canada. See Appendix B for an aerial view of this location. This roadway (est. 1994) is an important piece of infrastructure to the Authority, as its width and length allows for vehicle queuing to relieve the bridge deck of traffic bottlenecks.

The General Engineering Consultant will in general be responsible for the following tasks:

Design

- Design for construction a widened roadway to accommodate five (5) lanes of commercial vehicle queuing. In addition to widening the south side of the roadway, modifications may be made the existing curb and parking area on the north limits of the roadway to increase queuing capacity.
- Provide 60% design for construction plans and specifications as well as cost estimate for Authority review and comment.
- Provide 100% design for construction plans and specifications as well as a detailed cost estimate broken down by anticipated contract items for Authority review and comment.

Construction Contract Administration

- Incorporate 100% design for construction drawings and specifications into tender documents for the Authority.
- Answer any and all questions during tender phase that concern the drawings and specifications.
- Provide any and all addenda to the tender drawings and specifications as required.
- Assist in the evaluation of Contractor qualifications and bids.
- Answer any and all Requests for Information during construction.
- Review all shop drawings and means and methods associated with the works.
- Attendance at weekly or bi-weekly site construction meetings.

Construction Inspection Services are not to be included within the consultant's proposal at this time and will be considered as a potential Supplemental Agreement at a later date if necessary.

4. Additional Engineering Services

The General Engineering Consultant may be requested to provide services on an as-needed basis for select future projects associated with the bridge and plazas occurring within the contract term. These services may include but not be limited to planning, design, and consultation as directed by and at the sole discretion of the Authority.

At this time, potential future projects include:

- Structural investigation of the vaulted spans in the U.S. and Canadian bridge approaches; and
- Installation of an overhead lane identification gantry and automated bi-directional lane traffic control at each of the U.S. and Canadian bridge approaches.

Additional projects will be identified by the Authority as their necessity arises.

This work may be elected to be performed on a cost reimbursable (time-and-material), not-to-exceed, or lump sum basis of payment as determined by the Authority (and based on degree of scope definition).

C. Binational Considerations

The scope of services described in Part B above are to be performed in Fort Erie, Ontario, Canada and Buffalo, New York, United States of America. Thus, Respondents shall be properly licensed (or capable of being, and not barred from becoming, licensed) to carry on business in the State of New York and/or the province of Ontario, as applicable, and as otherwise required to complete the contract. This includes the capability of signing and stamping drawings and plans as required in New York and Ontario.

All members of the project team must be admissible to Canada as well as the United States of America. Upon contract award, it is expected that the Consultant team obtain by their own means appropriate work permits from U.S. Customs and Border Protection (CBP) and Canada Border Services Agency (CBSA) as applicable so that they may perform functions in both the U.S and Canada as necessary. All members of the Consultant team, as well as all of the subcontractors and suppliers of any tier which will have a physical site presence to perform any part of the Work are required to undergo a security background review. Individuals failing to obtain the necessary security clearances from CBP will not be allowed access to the Bridge site. Delivery personnel making short term visits to the site for loading/unloading are typically exempt from this requirement. All visitors to the Authority's sites, including site visits in connection with this RFP process, are required to be escorted by the Authority or the Authority's representatives.

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	October 18, 2019
Mandatory Site Visit	November 5, 2019 at 10:00 AM
Due date for submission of questions	November 19, 2019 at 2:00 PM
Questions to be answered	November 21, 2019
Due date for Responses	December 3, 2019 at 1:00 PM

B. Expected Notification and Contract Dates

Short-listed firms notified	December 6, 2019
Presentations/interviews of short-listed firms (at Authority discretion)	Week of December 9, 2019
Selected firm notified, contract award	December 20, 2019

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 in accordance with Section C of Part I of this RFP. Contact with the Authority or any of its personnel relating to this RFP or the Project other than in accordance with Section C of Part I may be grounds for disqualification of the Respondent.
2. **Addenda: Errors and Omissions** - Respondents 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 Respondent fails to notify the Authority prior to the due date for Responses, of a known error, or an error that reasonably should have been known, the proposer assumes all risk. If awarded the contract, the Respondent 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 included in all Responses and received by **December 3, 2019, 1:00 PM** for a Respondent to be considered:
 - a. Two (2) hard copies and one (1) electronic copy of the Response 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 Response.
 - (ii) *Table of Contents*
 - (iii) *Transmittal Letter* – A signed letter of transmittal briefly stating the Respondent'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 Response 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 Response. An unsigned Response will be rejected.
 - (iv) *Non-collusive Response Certification* – The Respondent must provide a signed statement certifying the following:
 - o the Response is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm or corporation;
 - o that the Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham Response, or decline to submit a Response;

- that the Respondent has not sought, by collusion, to obtain any advantage over any other Respondent or over the Authority.
- (v) *Detailed Proposal*– The detailed proposal should follow the order set forth in Section B of Part V of this request for proposals.
- (vi) *Cost Proposal*–The cost proposal should follow the order set forth in Section C of Part V of this request for proposals.
- (vii) Respondents should submit the completed Response in the manner set forth in Section D of Part I of this RFP.

B. Detailed 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 Respondent 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 Respondent’s capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following subjects, item Nos. 2 through 9, must be included. They represent the criteria against which the proposal will be evaluated. Responses are limited to twenty (20) pages (excluding the title page, table of contents, transmittal letter, non-collusive proposal certification, cost proposal, and requested resumes), prepared as double-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 and Ethical Practices** – The Respondent should provide an affirmative statement that it is independent of and dealing at arm’s length with the Authority, is not in breach of the Authority’s Ethics Policy, and 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. The Authority will provide copies of its Ethics Policy upon request by Respondents.
3. **Licensed to Practice** – Each Respondent performing any part of the Work must provide an affirmative statement that each one is properly licensed (or capable of being, and not barred from becoming, licensed) to carry on business in the State of New York and/or the province of Ontario, as applicable, and as otherwise required to complete the Project.

Should the Respondent only be licensed in the State of New York, then the Respondent shall indicate their resources, means, and methods of providing stamped drawings for work to be performed in the province of Ontario. Likewise, should the Respondent only be licensed in the province of Ontario, then the Respondent shall indicate their resources, means, and methods of providing stamped drawings for work to be performed in the State of New York.

4. **Disciplinary Actions** – The Respondent should provide information on the circumstances and status of any disciplinary action taken or pending against the Respondent during the past five (5) years with federal or state/provincial regulatory bodies or professional organizations.
5. **Respondent Qualifications and Experience** – The Respondent 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 Respondent, 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 most significant engagements (maximum of 5) for the last five (5) years that are similar to the engagement described in this request for proposal. Include information on each engagement in the following format:
 - i. Name of client
 - ii. Number of years serving this client
 - iii. Name of personnel in charge of this client
 - iv. Brief description of services provided
- From these engagements, provide at least three (3) references containing contact name, address and telephone number
- d. List all anticipated primary sub-consultants proposed for this contract and include a description of the firm and contact information for each.
6. **Experience of Project Manager and Key Staff** – The Respondent should identify the project manager, lead designer, and other key staff for the assignment. The Respondent should include information regarding staff qualifications required to satisfy the Scope of Services outlined in Part III of this RFP. The Respondent should also outline their capabilities in the following disciplines as appropriate: roadway and drainage design, bridge and structural design, bridge inspection, traffic control and signal design, maintenance of traffic design and review, highway lighting design, plan review, aerial mapping, surveying services, and traffic studies. While all disciplines listed may not be called upon during this term agreement the Authority is seeking a firm with well-rounded capabilities. The Respondent should include the following information:
- a. Provide an organizational hierarchy of key staff specific to this contract.
 - b. For each key staff, detail the following:
 - i. General qualifications: general education, training, length of experience, positions held, time with firm, and so forth.
 - ii. Adequacy for assignment: experience in specific sector or field.
 - iii. Experience in region: knowledge of local issues.
 - c. In an appendix to the response, provide resumes for key professional staff who would be assigned to this engagement, including project managers for each primary sub-consultant.

7. **Value-Added Services** – The Respondent should identify and describe services offered which may add value (i.e., decrease cost, increase efficiency, etc.) to the Authority.
8. **Distinguishing Features** – The Respondent should identify and describe the most important attributes that distinguish your firm from competing firms, and how those attributes will benefit the Authority.
9. **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.

C. Cost Proposal

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 Respondent.
- b. Certification that the person signing the Response is entitled to represent the firm, empowered to submit the Response, and authorized to sign a contract with the Authority.
- c. Provide examples of fees that you have charged on recent similar recent contracts.
- d. Describe proposed measures to reduce the costs of services, while maintaining high quality services.
- e. For Bridge Inspection services described in Section B.1 of Part III of this RFP, supply all-inclusive costs for performing the scope of services outlined. Costs should be broken down by year and include labour, equipment, travel time, and any other costs associated with the scope of work. Cost associated with the scour investigation should be included as a stand-alone cost. Payment will be on a Lump Sum basis and paid incrementally.
- f. Supply a proposed 5-year rate sheet for on-call services as per Section B.2 of Part III of this RFP. 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, mileage, and types of expenses.
- g. For each of the Anticipated Projects described in Section B.3 of Part III of this RFP, supply all-inclusive costs for performing the scope of services outlined. Costs should be broken down by major task and include labour, equipment, travel time, and any other costs associated with the scope of work. Payment will be on a Lump Sum basis.

VI. EVALUATION PROCEDURES

A. Review of Responses

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

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

All qualified Respondents 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 responses to the RFP.

B. Evaluation Criteria

Responses will be evaluated by the Authority's Selection Committee using three sets of criteria. Respondents meeting the mandatory criteria will have their Responses 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 Respondent is independent and has no conflict of interest with regard to any other work performed by the firm for the Authority.
- b. The Respondent adequately addresses actual and pending disciplinary actions and has a record of quality work.
- c. The Respondent adheres to the instructions in this request for proposal on preparing and submitting the Response.

2. Technical Quality

- a. Expertise and Experience
 - (i) The Respondent'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 Respondent'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 Response. The Authority is not obligated to accept the Respondent with the lowest cost proposal.

C. Oral Presentations

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

D. Final Selection

The Authority will select a Respondent based upon the recommendation of the Authority's Selection Committee.

It is anticipated that a firm will be selected by December 20, 2019. Following notification of the firm selected, it is expected that a contract will be executed between both parties by January 1, 2020.

The Authority reserves the right to enter into negotiations with any Respondent 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 Respondent.

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

E. Right to Reject Proposals

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

As specifically endorsed by the Authority Board of Directors, contact or communications with personnel of the Authority other than as specified in Section B of Part I of this RFP will result in automatic rejection of a proposal.

The Authority may reject Responses from those Respondents who do not attend the scheduled mandatory site meeting.

The Authority reserves the right without prejudice to reject any or all Responses, waive any and all informalities, and the right to disregard all non-conforming or conditional Responses. The Authority reserves the right to accept any Response deemed to be in its best interest even though the Response 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 Respondent will be required to enter into a contract using the Authority's standard agreement. The Respondent is encouraged to review this agreement with their legal counsel before submitting a Response.

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 United States district Court for the Western District of New York, 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 Section 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 Section 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 Section 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 Section M, or (c) the Respondent is not pre-qualified and joins a Respondent that has been pre-qualified in accordance with this Section 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 Section M, and requires the approval of the Authority.

APPENDIX A

[See plan and elevation drawings of the Peace Bridge attached herein. Piers outlined in red were constructed/rehabilitated after 2012.]

APPENDIX B

[See aerial images of the Canadian Commercial PIL Approach Roadway attached herein.]

APPENDIX C

[See Authority Bridge Inspection policies attached herein.]

EXHIBIT A

[See Authority/Engineer Form of Agreement attached herein]