



Construction Inspection Services for Various Capital Projects

Request for Qualifications

ISSUE DATE: Monday, August 18, 2025

QUESTIONS DUE: Monday, August 25, 2025 at 12:00 PM EST

DUE DATE: Monday, September 15, 2025 at 3:00 PM EST

I. INSTRUCTIONS TO CONSULTANTS

A. General Invitation

The BUFFALO SEWER AUTHORITY (hereinafter referred to as “THE AUTHORITY”) is a public benefit corporation created, in part, to relieve the Niagara River, Buffalo River and Lake Erie from pollution by the sewage and waste of the City of Buffalo. THE AUTHORITY is responsible for the sanitary wastewater and stormwater collection and treatment system within the City of Buffalo.

THE AUTHORITY provides wastewater service to a population of approximately 450,000. As part of this service, Buffalo Sewer owns and operates the Bird Island Wastewater Treatment Facility (WWTF), along with managing a total of over 900 miles of storm, sanitary, and combined sewer lines in its collection system.

On March 18, 2014, THE AUTHORITY’S combined Sewer overflow Long Term Control Plan (LTCP) was approved by the New York State Department of Environmental Conservation (NYSDEC) and the United States Environmental Protection Agency (USEPA). In 2023, THE AUTHORITY updated its LTCP Optimization Selected Alternative that identified the additional necessary projects to achieve the activation goals specified in the 2014 LTCP. THE AUTHORITY maintains a rolling five-year capital improvement plan, updated annually, which encompasses the LTCP and other system-wide capital projects. As part of its comprehensive plan, the AUTHORITY is committed to improving critical infrastructure assets, reducing risk of overflows and occurrence of partial treatment during wet weather events, and complying with environmental regulations and permits. Achievement of the plan includes various capital improvement projects across THE AUTHORITY’S collection system, outlying facilities, and Bird Island WWTF.

THE AUTHORITY is seeking qualified engineering firm(s) to provide construction inspection services for upcoming and future capital improvement projects throughout the City of Buffalo as well as the Bird Island WWTF and other outlying facilities. It is anticipated that the services to be provided pursuant to this solicitation may be required for up to five (5) years, commencing end of 2025. The initial contract period will be three (3) years with two (2) renewal periods of one (1) year each to be exercised at the discretion of THE AUTHORITY.

THE AUTHORITY anticipates retaining the services of design consultants, construction managers, contractors, and technical experts to support its capital program. The construction inspection consultant will work with consultants and contractors retained by THE AUTHORITY, and with THE AUTHORITY employees.

Submissions from interested CONSULTANTS will be evaluated according to the criteria outlined in Section IV. Only shortlisted consultants will be invited to submit proposals in response to the Request for Proposals (RFPs), which will be distributed to them subsequently.

Award of any contract does not guarantee the services of the CONSULTANT will be retained for the full contract period or scope. THE AUTHORITY, at its sole discretion, may unilaterally decide to change or terminate the CONSULTANT at any time during the contract period with or without cause.

Sealed submissions must be received by THE AUTHORITY no later than Monday, September 15, 2025 at 3:00 PM ET.

CONSULTANTS shall not submit more than one qualification package. Submissions shall be sealed and clearly labeled on front of package "Construction Inspection Services for Various Capital Projects" and delivered/transmitted to:

Rosaleen Nogle, PE, BCEE, BC WRE
Principal Sanitary Engineer
BUFFALO SEWER AUTHORITY
Room 1038 City Hall
65 Niagara Square
Buffalo, NY 14202

CONSULTANT ASSUMES ALL RISKS FOR THE TIMELY AND PROPER DELIVERY OF SUBMISSION.

The received time of submissions will be determined by the clock at the above noted location. **NO CONSIDERATION WILL BE GIVEN TO SUBMISSIONS RECEIVED AFTER THE STATED DATE AND TIME.**

CONSULTANTS mailing their submissions must allow sufficient delivery time to ensure receipt of their submissions at THE AUTHORITY'S office no later than the specified date and time. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the CONSULTANTS, shall not excuse late submissions. Similar types of delays, including but not limited to, bad weather or security 2 procedures for parking and building admittance shall not excuse late submissions. CONSULTANTS are cautioned that THE AUTHORITY is not responsible for the actions of your chosen carrier or method of delivery.

Qualifications are solicited in accordance with the terms, conditions, and instructions as set forth in this Request for Qualifications (RFQ). Submission via telephone, facsimile, e-mail, or any other method not specifically provided herein is prohibited. Submissions must be completed in accordance with the requirements of this RFQ. No amendments or changes to submissions will be accepted after the closing date and time. No submissions shall be accepted after the stated deadline. THE AUTHORITY reserves the right to reject any or all submissions.

Any material misrepresentation made by a CONSULTANT may void their submissions and eliminate the CONSULTANT'S submission from further consideration. Any submission that is based upon violation of federal, state, or local law, or deemed by THE AUTHORITY, in its sole discretion, to be non-responsive will be eliminated from consideration.

THE AUTHORITY shall not be responsible for any expenses or charges incurred by any CONSULTANTS in preparing a submittal, or in their providing any additional information considered necessary by THE AUTHORITY in the evaluation of their submission.

B. CONSULTANTS Restricted

No submission shall be accepted from, or contract awarded to, any AUTHORITY employee or official, or any firm in which an AUTHORITY employee or official has a direct or indirect financial interest. In accordance with its Conflict-of-Interest Policy, THE AUTHORITY requires that CONSULTANT provides a detailed declaration from all involved parties outlining any potential private interest or relationships that could influence their responsibilities.

No submissions shall be accepted from, or contract awarded to, any employee or official from THE AUTHORITY'S Program Management Team (PMT) consultants, comprised of Greeley and Hansen LLC a TYLin Company, Arcadis, and JM Davidson Engineering, D.P.C.

THE AUTHORITY recognizes that many not-for-profit organizations have experts in fields pertinent to this project on staff that occasionally perform fee for service work. THE AUTHORITY is pleased to see this expertise brought to projects. However, if an organization is part of the successful consulting team, the organization will be asked to recuse themselves from serving as stakeholders/advocates in the process to avoid any potential conflicts of interest. If an employee or official of THE AUTHORITY holds an unpaid position such as, but not limited to, serving on the Board of Directors of a not-for-profit organization which will be proposing on this project, that position must be explicitly disclosed in the proposal. Further, the individual in question will be required to recuse themselves from any role in regard to the project both on behalf of the not-for-profit and on behalf of THE AUTHORITY.

C. Proposed Schedule

Listed below are anticipated target dates and relevant times by which actions related to this Request for Qualifications will be completed.

Event	Date	Time
RFQ Issue	Monday, August 18, 2025	
RFQ Questions Due	Monday, August 25, 2025	12:00 PM EST
Final Responses to Questions and/or Issue Final Addendum to the RFQ	Tuesday, September 02, 2025	3:00 PM EST
Submission Due Date	Monday, September 15, 2025	3:00 PM EST
CONSULTANT Interviews	Monday, September 22, 2025	
THE AUTHORITY Board Meeting for Approval	Wednesday, October 15, 2025	

D. Request for Qualifications Review, Additional Information, and Questions

Each CONSULTANT is responsible for carefully examining this RFQ and thoroughly familiarizing themselves with each of THE AUTHORITY'S requirements prior to their submission to ensure that their responses are in compliance with this solicitation.

Each CONSULTANT is responsible for conducting its own investigations and any examinations necessary to ascertain conditions and requirements affecting the requirements of this RFQ. Failure to perform such investigations and examinations shall not relieve the CONSULTANT from its

obligation to comply, in every detail, with all of the provisions and requirements contained in this RFQ.

Pursuant to State Finance Law §§139-j and 139-k, this “Request for Qualifications” includes and imposes certain restrictions on communications about this governmental procurement between THE AUTHORITY and CONSULTANT during the procurement process. A CONSULTANT is restricted from making contact with any AUTHORITY staff, other than the designated contact, about this procurement from the earliest notice of intent to solicit offers or “Requests for Qualifications” through final award and approval of the Procurement Contract by THE AUTHORITY unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a).

Questions regarding the RFQ shall be directed to THE AUTHORITY’S designees only. Any impermissible contact with any other CONSULTANT or AUTHORITY employee regarding the RFQ during this procurement period shall result in the rejection of any such CONSULTANT proposal. CONSULTANTS shall communicate in writing only via email to the email addresses listed in the Request for Qualifications. No other communications with THE AUTHORITY’S designees regarding the RFQ are permitted during the procurement period.

For purposes of this solicitation, the designated contact shall be:

Rosaleen B. Nogle, PE, BCEE, BC WRE Principal Sanitary Engineer

All entities interested in responding to this RFQ should confirm their receipt of this RFQ and the designated contact person(s) for their organization with Ms. Nogle by email at rnogle@buffalosewer.org. CONSULTANTS are solely responsible for ensuring that THE AUTHORITY has accurate contact information, including e-mail address(es) for the receipt of such correspondence. THE AUTHORITY does not assume any responsibility for undelivered e-mails or for the receipt of any communication sent to any CONSULTANT.

All questions, requests for clarification or additional information must be sent by email to Ms. Nogle at rnogle@buffalosewer.org and **must be received no later than Monday, August 25, 2025 at 12:00 PM EST**. CONSULTANTS shall not communicate with THE AUTHORITY’S designee via any other method or outside of the time period set forth herein in regard to this RFQ.

No questions will be accepted by phone or in person. No other officers, employees, or representatives of THE AUTHORITY are to be contacted regarding this RFQ. THE AUTHORITY accepts no responsibility for, and the CONSULTANT agrees not to rely upon, any verbal or written statements or representations from any other person, whether or not employed by THE AUTHORITY.

THE AUTHORITY may, in its sole discretion, also elect to provide both the question(s) and the written answer(s) to all known CONSULTANTS and THE AUTHORITY via e-mail.

E. Addenda and Modifications

THE AUTHORITY reserves the right, in its sole discretion, to amend this RFQ at any time prior to the deadline for submission. In the event that it becomes necessary to revise or expand upon any part of this RFQ, all addendums, amendments, and interpretations will be made in writing and emailed to all who are known by THE AUTHORITY to have received the RFQs. It is the sole responsibility of the CONSULTANT to ensure that THE AUTHORITY has accurate contact information.

All addendums, amendments, interpretations and/or modifications shall be incorporated as part of this RFQ as if they were originally set forth in this RFQ. No addenda will be issued later than forty-eight (48) hours prior to the date and time for the receipt of submissions, except an addendum withdrawing the RFQ, or addenda for postponement of the due date and/or time. THE AUTHORITY does not assume any responsibility for the receipt of information sent to any CONSULTANTS.

Any information supplied by THE AUTHORITY relative to this RFQ must be considered in preparing submissions. All other contacts that a CONSULTANT may have had before or after receipt of this RFQ with any individuals, employees, subcontractors, consultants, or representatives of THE AUTHORITY and any information that may have been read in any news media or seen or heard in any communication facility other than that specified above for official communications regarding this RFQ should be disregarded in preparing responses.

F. Submission Format

CONSULTANTS are advised to adhere to the submittal requirements of this RFQ. Failure to comply with the instructions of this RFQ may cause their submission to be rejected. CONSULTANTS must provide information in the appropriate areas throughout this RFQ. Submission in response to this RFQ constitutes acceptance of all requirements outlined in this RFQ.

Six (6) hard copies, including one (1) original and five (5) copies must be prepared on 8" X 11" letter size paper, printed double-sided, and bound on the long side. One (1) Portable Document Format (PDF) version of all materials must also be provided through a uniquely assigned One Drive folder, **One Drive Folder requests must be received by Rosaleen Nogle, PE, BCEE, BC WRE by Monday, September 08, 2025, at rnogle@buffalosewer.org.** Each page of the submission must be numbered in a manner so it can be uniquely identified. Legibility, clarity, and completeness are required.

Item	Quantity	Format
Hard Copies	Six (6) including one (1) original and five (5) copies	Printed on 8" x 11" letter size paper, double sided and bound on long side
Digital Copy	One (1)	Portable Document Format (PDF) on assigned One Drive Folder

The submission must be signed by each individual CONSULTANT or their authorized representative who shall have the legal authority to legally bind the CONSULTANT(S).

II. PROJECT OVERVIEW

A. General Introduction

The purpose of this program is to identify qualified CONSULTANTS to provide construction inspection (CI) services for various wastewater capital projects, including, but not limited to:

- 1) Raw and Settled Wastewater Pumping Station (RWW/SWW PS) Immediate Project
- 2) South Buffalo Pump Station (SBPS) Upgrade Project
- 3) Sewer Patrol Point (SPP) Modification projects

THE AUTHORITY invites the CONSULTANT to submit qualifications that demonstrate their capability to deliver these essential CI services on time and within budget. Proposals should include a detailed approach, timelines, and price proposal, as well as evidence of relevant experience and expertise.

Firms will be pre-qualified following review of submissions. Only those CONSULTANTS who successfully respond to the RFQ and are pre-qualified will be included in subsequent Request for Proposals (RFP) solicitation process(es). Respondents should familiarize themselves with the contract requirements section of this RFQ.

Please note that THE AUTHORITY has a contract with their Program Management Team (PMT) consultants comprised of Greeley and Hansen LLC a TYLin Company, Arcadis, and JM Davidson Engineering, D.P.C. as the engineer of record (EOR) for full design to 100% and for coordination of construction administration (CA) services. Selected CONSULTANTS will be required to work with the PMT during all phases of each project. The PMT will work with the CONSULTANT'S inspection team to ensure that the strategies proposed in the preliminary study and design are properly implemented during construction. The PMT will recommend specifications with respect to the design aspects of the project sites. Selected CONSULTANTS will work with the PMT to propose, coordinate, and specify details with respect to the design aspects that relate to the operation of the project site.

B. Detailed Project Overview

THE AUTHORITY invites the CONSULTANT to submit qualifications that demonstrate their capability to deliver CI services for the following project scopes:

1) Raw and Settled Wastewater Pumping Station (RWW/SWW PS) Immediate Project

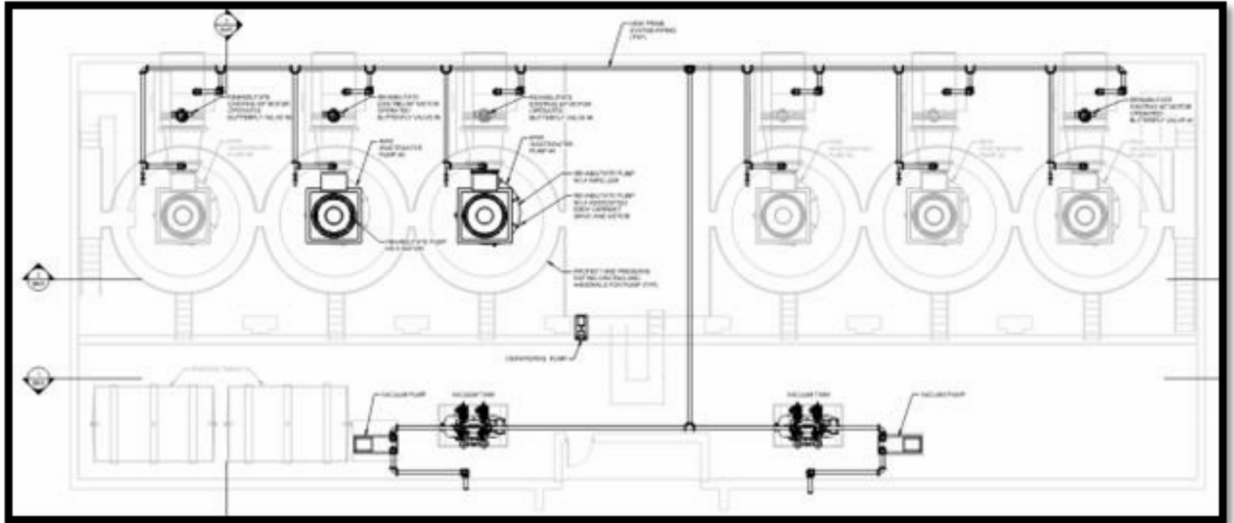
The Raw Wastewater Pumping Station (RWWPS) and Settled Wastewater Pumping Station (SWWPS) at Bird Island WWTF require upgrades to improve reliability and resiliency. A condition assessment was completed in July 2024 and provided recommendations for immediate, short-, medium-, and long-term improvements to both pump stations. Construction for the RWW /SWW PS Immediate Project is expected to commence in December 2025 and conclude in July 2027. The scope of work for the immediate improvements identified for the pumping station projects are as follows:

Raw Wastewater Pump Station (RWWPS)

The RWWPS has been operational since the 1930's and consists of six raw wastewater (RWW) pumps (2 variable, 2 constant and 2 dual-speed). The primary goal of the RWWPS

scope is to restore function to all pumps and install a new vacuum priming system. Figure 1 shows a plan view of the RWWPS pumps.

Figure 1: RWWPS Layout



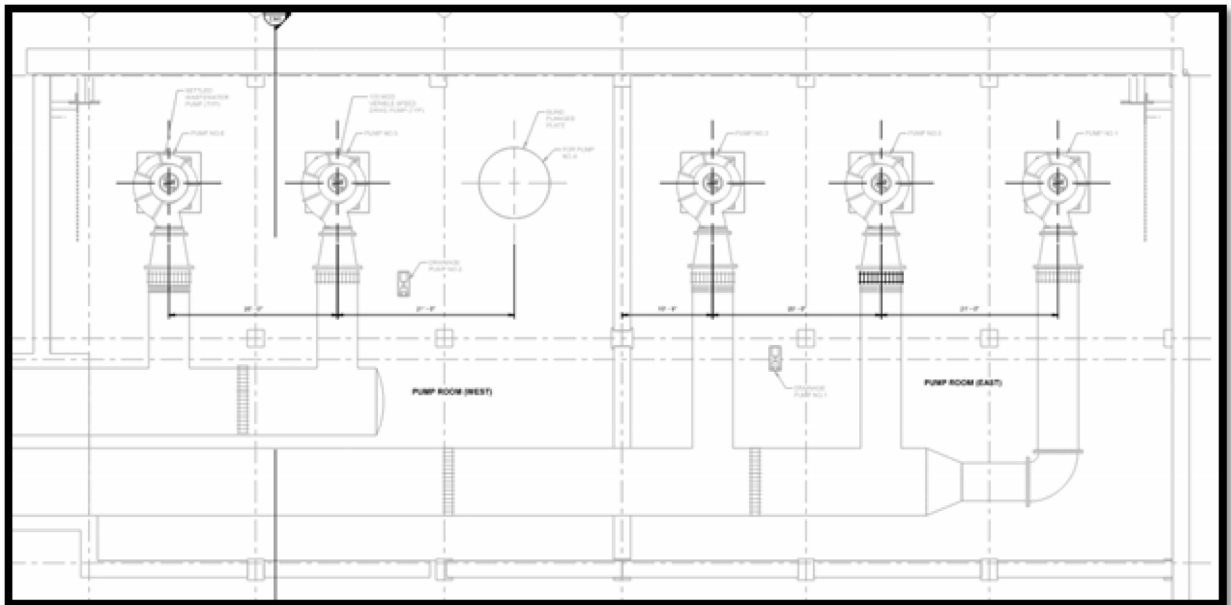
The following are upgrades that are proposed for the RWWPS:

- Install a new vacuum priming system including valves, pipes, and controls.
- Install a new dewatering pump system including piping, automated valves and level and pressure indicating instruments.
- Rehab RWW pumping station roof with a fluid applied restoration system.
- Rehab of discharge valves for Pumps No. 1, No. 4, No. 5 and No. 6.
- Rehab RWW Pump No. 4 Impeller.
- Rehab of Motors for Pumps No. 4 and No. 5
- Rehab of RWW Pump No. 4 and Eddy Current Drive. The Controls will be designed to provide a complete replacement of the synchronous motor and Eddy Current coupling controls within refurbished or new equipment cabinets.

Settled Wastewater Pump Station (SWWPS)

The SWWPS has been operational since the 1980's and consists of five settled wastewater (SWW) pumps (4 variable and 1 constant speed) with space to add an additional (sixth) pump. The primary goal of the SWWPS scope is to restore pump functionality to theoretical capacity. Figure 2 shows a plan view of the SWWPS pumps.

Figure 2: SWWPS Layout



The following are upgrades proposed for the SWWPS:

- Rehabilitation of SWW Pump No.1 and No. 5 pump, valve, motor, and Eddy Current Drive. The Controls will be designed to provide a complete replacement of the synchronous motor and Eddy Current coupling controls within refurbished or new equipment cabinets.
- Replacement of SWWPS lower and upper roofs.
- Replacement of the HVAC system to meet NFPA 820 requirements.
- Installation of updated electrical and control systems.

2) South Buffalo Pump Station (SBPS) Upgrade Project

The South Buffalo Pump Station (SBPS) Upgrade project is located at 719 Elk Street in Buffalo, New York. It is one of a series of coordinated projects to improve the collection and conveyance of wastewater from outlying collection system locations to an existing interceptor sewer. The SBPS has been operational since the 1930's and underwent a major rehabilitation in the mid-1980's. The facility consists of four (4) variable speed pumps with a capacity up to 102 MGD. Condition assessment of the SBPS was completed in April 2024, revealing the need for various immediate and short-term upgrades including rehabilitation of pump components, seal water system improvements, HVAC system replacement, instrumentation and controls system rehabilitation, and general building rehabilitation. The construction Notice to Proceed (NTP) is anticipated to be issued in January 2026 with a duration of approximately two years.

The following items are in scope of this project:

- Civil
 - Miscellaneous site demolition, including the northern portion of the perimeter fence, trees, and sidewalk at the southeast corner of the building.

- Construction of a new access road to the north side of the pump station building for dry well equipment removal.
- Replacement of the northern security fence and construction of a new sidewalk at the southeast corner of the building.
- Expansion of the stormwater detention area.
- Structural and Architectural
 - Replacement of the railing systems and the fall protection systems through the facility.
 - Coating system rehabilitation of structural steel and replacement of grating with aluminum.
 - Construction of a new permanent control room and elimination of the vestibule between the wet well and dry well through construction of new interior walls.
 - Construction of a new equipment removal platform and an enhanced exit out the north side of the building.
 - Replacement of low and high roofing systems and construction of new railings around the exterior parapet wall.
 - Miscellaneous structural and architectural rehabilitation/repair and support systems for HVAC equipment.
 - Upgrades to the discharge junction chamber to improve access.
- Process Mechanical
 - Demolition of the existing seal water piping, pump drains, wet well dewatering pump, pump venting, and other ancillary systems.
 - Demolition of portions of the raw sewage piping system to accommodate the installation of new flow meters.
 - Offsite rehabilitation of Pump Nos. 1, 3, and 4 and implement new exterior coating system for all raw sewage pumps.
 - Coating system rehabilitation of piping systems, pipe supports, and pump supports.
 - Construction of a new seal water system, including a break tank, seal water supply skid, distribution piping, and a hydraulic control panel for optimization of seal water flow.
 - Construction of new sluice gates in the discharge junction chamber for enhanced pump isolation.
- HVAC
 - Demolition and replacement of the complete HVAC system, including enhancing the ventilation and control system.
- Plumbing
 - Replacement in kind (RIK) of the existing plumbing systems, including natural gas connection to the boilers, potable water system, bathroom fixtures, roof drains and associated piping, and sanitary systems.
- Instrumentation and Controls
 - Replacement of raw sewage flow meters, pump pressure instrumentation, and dry well flood detection system.
 - Installation of a new programmable logic controller (PLC) control panel and enhancing communication with the Bird Island WWTF.
- Electrical
 - New variable frequency drives (VFDs) for Pump Nos. 1, 2, 3, and 4.

- Replacement of existing electrical systems, including conduit/wire, power for new HVAC systems, new/enhanced lighting system, and replacement of other fixtures/disconnects that do not meet current code or were damaged by a flooding event.

The SBPS Upgrade project will be constructed under one (1) prime construction contract with an approximate contract time of 104 weeks to final completion.

3) Sewer Point Patrol (SPP) Projects

The Sewer Patrol Point (SPP) Modification projects are located across THE AUTHORITY's collection system. These projects involve raising and/or replacement of existing overflow weirs and installation of larger diameter underflow pipe, diversion structures, vortex style drop shafts and manholes. Construction for these projects is anticipated to begin in 2026 with an estimated duration of approximately two years. The scope of these projects includes the following SPP modifications:

- **SPP337 Modification: Intersection of Colorado Ave, and Scajaquada St.**
 - Installation of an additional 30" diameter underflow pipe.
 - Installation of a new diversion structure.
 - Installation of a new vortex style drop shaft.
 - Raising the elevation of the existing weir.
- **SPP341A Modification: Intersection of Kerns Ave, & Genesee St.**
 - Installation of an additional 18" underflow pipe.
 - Installation of a new diversion structure.
 - Installation of a new vortex style drop shaft.
 - Raising the elevation of the existing overflow weir Installation of new manholes.
- **SPP336B Modification: Intersection of Humbolt Pkwy. & Lark St.**
 - Removal of existing orifice plate.
 - Installation of new stainless steel plate to raise weir elevation.
- **SPP175 Modification: Michigan St. & Dodge-Riley-Glenwood St.**
 - Installation of new stainless steel plate to raise weir elevation.

C. Construction Services Schedule

The response shall address the CONSULTANT'S approach to providing CI services according to the schedule of:

Project	Date
RWW/SWW PS Project Construction NTP Date	December 2025
RWW/SWW PS Project Construction End Date	July 2027
SBPS Upgrade Project Construction NTP Date	January 2026
SBPS Upgrade Project Construction End Date	April 2028
SPP337 Modification Construction NTP Date	December 2026
SPP337 Modification Construction End Date	December 2028
SPP341A Modification Construction NTP Date	June 2026

SPP341A Modification Construction End Date	December 2027
SPP336B Modification Construction NTP Date	June 2026
SPP336B Modification Construction End Date	December 2027
SPP175 Modification Construction NTP Date	June 2026
SPP175 Modification Construction End Date	December 2027

Selected CONSULTANTS will be required to work with the PMT during all phases of each project. The PMT will work with the CONSULTANT'S inspection team to ensure that the strategies proposed in the preliminary study and design are properly implemented during construction. The PMT will recommend specifications with respect to the design aspects of the project sites. Selected CONSULTANTS will work with the PMT to propose, coordinate, and specify details with respect to the design aspects that relate to the operation of the project site.

III. REQUIRED TASKS / SCOPE OF WORK

The following represents general guidelines to be used by the CONSULTANT on all work performed. THE AUTHORITY may authorize changes depending on the specific nature of an assigned project. Projects shall be consistent with the guidelines as established by the latest edition of the “Recommended Standards for Wastewater Facilities” (10-State Standards) and THE AUTHORITY’S specifications.

The following are the construction inspection (CI) tasks/deliverables to be performed for specific projects assigned to pre-qualified consultants:

1. Based on the needs of the project as allowed by the Construction Specifications, provide an on-site Resident Engineer and assistants (as needed) to coordinate the day-to-day construction.
2. Provide services of an officer, New York State licensed Professional Engineer, and/or other engineers as needed, who will observe construction on a twice per week basis, at minimum, to see that it conforms to the requirements of the plans and specifications.
3. Continuously monitor the approved construction schedules and provide updated information to THE AUTHORITY.
4. Act as THE AUTHORITY’S advisor and liaison and coordinate the activities of all contractors in accordance with the construction schedule approved by all parties.
5. Provide continuous coordination with THE AUTHORITY’S staff as to progress and assure minimal impacts of construction on facility operations.
6. Maintain a shop drawings acceptance schedule on a daily basis.
7. Regulate use of site and building area with respect to storage of materials, temporary offices, storage sheds, parking, traffic control, etc.
8. Monitor the daily performance of the contractor to ensure compliance with the plans, specifications, and applicable permits.
9. Inspect material/equipment deliveries to the job site to ensure compliance with the approved shop drawings.
10. Perform spot grade checks on the installed improvements to verify line and grade.
11. Monitor the contractor’s methods of construction to ensure the contractor’s construction activities are conducted within the dedicated rights-of-way and/or easement areas.
12. Prepare daily inspection reports which describe, in detail, the contractor’s performance, crew size, subcontractors, deliveries and inspections for the day.
13. Monitor the contractor’s operation for compliance with the Erosion and Sediment Control Section of the specifications and any applicable stormwater management permits.
14. Monitor the contractor’s operation for compliance with the Maintenance and Protection of Traffic Section of the specifications.
15. Review contractor’s estimates and prepare parallel monthly construction pay estimates which indicate the construction completed to date.
16. Coordinate and witness the final testing of the in-place improvements as required by the contract specifications.
17. Maintain a detailed daily journal of all on-site activities and visitors.

18. Take progress photos throughout the course of construction and incorporate them into inspection reports.
19. Maintain complete and accurate job records of all correspondence, memoranda, supplemental drawings, field clarification memos, change orders, shop drawings, etc.
20. Hold coordination meetings.
21. Coordinate with contractor to schedule special inspections.
22. Cooperate with all affected parties.
23. Monitor cleanup activities of all contractors and coordinate such activities with provisions in the respective contract documents.
24. Prepare punch-lists and monitor contractor activities as required.

IV. REQUIRED CONTENT AND FORMAT

To create a platform for fair and uniform consideration of responses, please provide the following materials in the order listed below. Submissions should be prepared simply and provide a straightforward, concise delineation of the CONSULTANT'S capabilities and description of the offer to meet the requirements of this RFQ. THE AUTHORITY will not be responsible for any costs incurred by any CONSULTANT in preparing and submitting a response to this solicitation.

A. Cover Letter

CONSULTANT shall prepare and sign a cover letter confirming their understanding of the RFQ including the following provisions for the contract:

1. Project scope of work.
2. Construction Schedule
3. THE AUTHORITY'S contract requirements,

Submission of the letter shall constitute a representation by the CONSULTANT that it is willing and able to perform the services described in this RFQ and their responsive submission.

B. Approach

CONSULTANT shall provide a narrative description of its approach detailing an understanding of THE AUTHORITY'S intent and objectives as well as how the CONSULTANT proposes to achieve those objectives. It must discuss the CONSULTANT'S plan for implementing, and effectuating the described services, including any proposed approach to project management, strategies, tools and safeguards for ensuring performance of all required activities as well as any additional relevant factors for THE AUTHORITY'S consideration.

C. Experience

The qualified firm must demonstrate that the proposed project resources have a minimum of 5 years' experience in the wastewater treatment and collection industry.

CONSULTANT shall provide a brief description of at least three (3) similar projects of this type and scope detailing the above qualifications, including the individuals specified for this project. Include project references and total costs of reference projects. Descriptions for each project should be limited to one (1) page for each location. Experience will not be considered unless complete reference information is provided. At a minimum, the following information must be included for each reference project:

1. Client name, address, contact person name, telephone, and email address.
2. Project name and location.
3. Description of services provided similar to the services outlined in this RFQ.
4. Identify services, if any, that were subcontracted, and to what other company(ies).
5. Total dollar value of the contract.
6. Contract term (start and expiration).
7. Actual completion date.
8. CONSULTANT personnel that worked on that project.

THE AUTHORITY may solicit relevant information concerning the CONSULTANT'S record of past performance from previous clients, or any other available sources.

D. Professional Team

Present specific expertise and how the CONSULTANT'S qualifications would best serve THE AUTHORITY. Include a description of the proposed individuals that will perform the required tasks/scope of work for this project on the STAFFING WORKSHEET, provided as Appendix A, included with this RFQ including:

1. Name of individual that will be assigned to this project
2. Education background/degrees
3. License or Certifications
4. Area of Expertise
5. Length of time individual has been with proposing company
6. Overall years of experience
7. Description of specific relevant experience
8. Role for Projects Resulting from this RFQ
9. Anticipated percent (%) of project time working on projects from this RFQ
10. Base location (local facility, as applicable)

Include one-page resumes for the individuals listed in the STAFFING WORKSHEET, provided within Appendix A.

Please complete the attached EEO plan, provided as Appendix B for the anticipated project team (Note: EEO Staffing Plan is required for both project team and firm).

E. Company Profile

CONSULTANT is required to prepare and submit a brief description of the CONSULTANT'S firm, company, or corporation, which must include:

1. Name, mailing address, email address, telephone number and fax number of the primary contact person for firm.
2. A brief description of firm, number of years in business, major markets served, company history, relevant operating segments, primary vision and strategy, number of employees, office locations and any Joint Venture Partners.
3. Clearly state whether your main office/parent firm is currently licensed as an individual, partnership, or corporation to practice professional engineering in New York State.
4. State the number of employees in the firm. If a branch office will perform the work, indicate the size of the branch office.
5. Please complete the attached Appendix B: Buffalo Sewer Authority EEO Staffing Demographics Form for the firm (**Note: EEO Staffing Plan is required for both project team and firm**).
6. List any current or anticipated commitments that may impact the project or use of the identified personnel proposed for this project.
7. Financial statement demonstrating your firm's financial capacity to undertake and complete the project.
8. State any potential conflicts of interest. Include any employment or other relationship your firm has with regulating agencies, local municipalities, or any other entity, which may be

perceived as a conflict of interest. Explain why any such conflicts of interest would not impact this project.

9. A copy of any resolution or some other form of THE AUTHORITY, signed by a Chief Executive Officer, Corporate Secretary, or managing partners, which lists the specific officers who are authorized to execute agreements on behalf of the CONSULTANT.

D. Price Proposal

Six (6) hardcopies including one (1) original price proposal must be submitted in one (1) sealed separate envelope. One (1) Portable Document Format (PDF) version of the price proposal shall be provided through a uniquely assigned OneDrive folder. The price proposal shall be as indicated in Appendix C.

The purpose of the price proposal is to furnish:

1. The fixed fee profit percentage and overhead rate (including all travel expenses) for each project.
2. The direct hourly rate and escalation for the prospective labor anticipated for any of the projects.

F. Evaluation and Selection Criteria

The review and selection team will be assigned by the General Manager or Designee. The review and selection team will consider, but may not be limited to, the following factors:

Criteria	Estimated Weight
Demonstrated understanding of project requirements	15%
Technical and creative quality of proposed approach, including contractor quality control and community engagement	15%
Approach to the project schedule	15%
Experience with comparable projects	20%
Professional team organization and expertise	15%
Minorities, Women, local staff, and MBE/WBE/DBE firms as percentage of professional team	15%
Company profile	5%

THE AUTHORITY reserves the right, in its sole discretion, to disqualify any CONSULTANT whose conduct and/or submission fails to conform to the requirements of this solicitation. Factors such as, but not limited to, evidence of collusion among respondents, attempts to improperly influence any member of THE AUTHORITY, purposeful provision of false or inaccurate information; default under any type of agreement, and existence of any unresolved litigation or legal dispute may be considered.

Submissions which are incomplete and missing key components necessary to fully evaluate the submission may, at the sole discretion of the committee, be rejected from further consideration due to “non-responsiveness” and rated non-responsive. Submissions providing responses to all sections will be eligible for detailed analysis.

THE AUTHORITY reserves the right, in its sole discretion, to make an award, with or without negotiation, under the solicitation in whole or in part, or no award at all; negotiate with the successful CONSULTANT within the scope of solicitation in the best interests of THE AUTHORITY; subdivide or combine work; accomplish any task or undertaking of any operation or project utilizing its own work force; and utilize any and all ideas submitted.

V. THE AUTHORITY'S RESERVATION OF RIGHTS

Upon submission in response to this RFQ, each CONSULTANT acknowledges and consents to the following conditions relative to the submission, review and consideration of its submission:

1. All costs incurred by the CONSULTANT in connection with responding to this RFQ and for participating in this procurement process shall be borne solely by the CONSULTANT.
2. THE AUTHORITY reserves the right, in its sole discretion, to, for any reason or for no reason and with or without cause reject any and all responses or components thereof and to eliminate any and all CONSULTANTS responding to this RFQ from further consideration for this procurement.
3. THE AUTHORITY reserves the right, in its sole discretion, to reject any CONSULTANT that submits incomplete responses to this RFQ, or a submission that is not responsive to the requirements of this RFQ.
4. THE AUTHORITY reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFQ, or otherwise request additional information.
5. All submissions in response to this RFQ shall become the property of THE AUTHORITY and will not be returned.
6. All submissions in response to this RFQ shall constitute public records subject to public disclosure.
7. THE AUTHORITY may request that CONSULTANTS personally attend or send representatives to THE AUTHORITY for interviews and a demonstration of CONSULTANT's proposed services.
8. Any and all submissions in response to this RFQ that are not received by THE AUTHORITY by 3:00 PM on Monday, September 15, 2025, shall be rejected and not subject to consideration.
9. Neither THE AUTHORITY, nor its officers, officials nor employees shall be liable for any claims or damages resulting from the solicitation, preparation or delivery of any submission(s) in response to this RFQ.

THE AUTHORITY reserves the unilateral right, in its sole discretion, to make and to accordingly exercise the following rights and options regarding this RFQ and the procurement process in order to obtain the most advantageous offer for THE AUTHORITY:

1. To waive irregularities and/or minor non-compliance by any CONSULTANT with the requirements of this RFQ.
2. To request clarification and/or further information from one or more CONSULTANTS after the submitted deadline for submissions without becoming obligated to offer the same opportunity to all CONSULTANTS.
3. To enter into negotiations with one or more CONSULTANTS without being obligated to negotiate with, or offer the same opportunity, to all CONSULTANTS.

4. To reject any or all submission or parts of submissions, to accept part or all a submission or submissions based on considerations and to create a project of lesser or greater scope and/or breadth than described in this RFQ or the CONSULTANT's submission.
5. To determine that any submission received in response to this RFQ complies or fails to comply with the terms set forth herein.
6. To determine whether any perceived or actual conflict of interests exists that would affect or impair the award of any contract arising from this RFQ to any CONSULTANT(s);
7. To waive any technical non-conformance with the terms of this RFQ.
8. To change or alter the schedule for any events called for in this RFQ.
9. To conduct investigations of any or all the CONSULTANTS, as THE AUTHORITY deems necessary or convenient, to clarify the information provided and to request additional information to support the information included in any submission.
10. To suspend or terminate the procurement process described in this RFQ at any time. If terminated, THE AUTHORITY shall have the unilateral right to determine to commence a new procurement process without any obligation to the CONSULTANT.
11. THE AUTHORITY shall be under no obligation to complete all or any portion of the procurement process described in this RFQ.

CONSULTANTS are advised to submit a complete offer as their submission. Any waiver, clarification or negotiation will not be considered an opportunity for CONSULTANTS to correct errors contained in their submission.

VI. CONTRACT REQUIREMENTS

1. **FORMATION OF AGREEMENT/CONTRACT WITH SUCCESSFUL CONSULTANT:** The Contract or Agreement to be negotiated, if a CONSULTANT is selected as a result of this RFQ process, shall be entered into by and between the CONSULTANT and THE AUTHORITY and shall contain but shall not be limited to certain provisions included in this RFQ as determined by THE AUTHORITY and as follows in this Section **VI CONTRACT REQUIREMENTS**.
2. **PROJECT DELIVERABLES:** It is understood and agreed that all drawings, specifications, records, data and maps shall become property of THE AUTHORITY. The CONSULTANT shall deliver such records to THE AUTHORITY as it may request and upon payment of current amounts due under this Agreement. It is understood and agreed that all instruments of professional services developed under said Agreement are the property of THE AUTHORITY. THE AUTHORITY reserves the right to modify, expand and adapt said instruments consistent with the intended design objectives. The CONSULTANT shall deliver such records to THE AUTHORITY as it may request and upon payment of current amount due under this Agreement. It is further understood and agreed that existing technical data, pertaining to a specific assignment, shall be made available to the CONSULTANT by THE AUTHORITY.
3. **INDEMNITY OF AUTHORITY:** The CONSULTANT shall and will defend, indemnify and at all times save harmless THE AUTHORITY and the CITY OF BUFFALO (CITY), and their respective officers and employees from and against all claims, suits, actions, damages, losses and costs of every name and description to which THE AUTHORITY and or the CITY may be subjected or put by reason of damage to any property whatsoever and or by reason of any injury to any person whatsoever, and or damage to the property of THE AUTHORITY or of the CITY arising out of and or in any way in connection with the work and or services performed by the CONSULTANT, and or resulting from the negligence or carelessness, active or passive of the CONSULTANT, and or the joint negligence, active or passive, of the CONSULTANT and others, or their employees, agents and or subcontractors, in the performance of any service and or work performed by or for CONSULTANT related to this Agreement. The provisions of this section shall survive the expiration and or termination of this Agreement; and shall not be limited by reason of any insurance coverage provided hereunder and or by the limits of any insurance coverage requirements; and shall be separate and independent of any other requirements of this Agreement.

The CONSULTANT shall and will defend, indemnify and at all times save harmless THE AUTHORITY and the CITY and their respective officers and employees from and against any and all loss and or damage, claims and demands, costs and charges that may arise or accrue by reason of the adoption or use by the CONSULTANT of a patented article, device, or improvement, or by reason of the acceptance, adoption or use by THE AUTHORITY and or by the CITY of a patented article, device or improvement furnished or delivered by the CONSULTANT, and the CONSULTANT agrees not to adopt or make use of a patented article, device or improvement unless CONSULTANT shall have first obtained the right and privilege so to do and also the right and privilege of THE AUTHORITY and or the CITY to use such patented article, device, or improvement without infringing upon the rights of the patentee and without any expenses whatsoever either to THE AUTHORITY and or to the CITY.

4. **ASSIGNMENT:** This Agreement contemplates the particular services of the CONSULTANT and the CONSULTANT shall not without the prior written consent of THE AUTHORITY assign, transfer or otherwise dispose of this Agreement (in whole and or in part), or CONSULTANT'S right, title and interest therein or any part thereof, to any person, firm or corporation, except that moneys due to the CONSULTANT and duly approved for payment by THE AUTHORITY and or by the CITY may be assigned by CONSULTANT to any bank or financial institution which is rendering financial assistance to the CONSULTANT on or with respect to CONSULTANT'S performance of services and or work under this Agreement.
5. **INSURANCE:** The CONSULTANT agrees to provide and maintain in full force and effect at least the following insurance coverages. The CONSULTANT shall deliver to THE AUTHORITY Certificates of Insurance evidencing at least the following insurance coverages, which such insurance certificates shall provide for thirty (30) days' notice to be given to THE AUTHORITY in the event of a cancellation. THE AUTHORITY and the CITY shall be named as additional insureds under the CONSULTANT'S Comprehensive General Liability Insurance policy(ies) and under the CONSULTANT'S excess liability insurance policy(ies) and under the CONSULTANT'S automobile liability insurance policy(ies) and as evidence thereof appropriate certificates of insurance shall be provided to THE AUTHORITY.
 - a. Comprehensive General Liability Insurance including also Blanket Contractual, Broad Form Property Damage, Completed Operations and Independent Contractor's Liability all applicable to Personal Injury, Bodily Injury and Property damage for a combined single limit of coverage of no less than \$1,000,000 each occurrence and no less than \$2,000,000 annual aggregate for the foregoing. The certificate of insurance evidencing such coverages shall name THE AUTHORITY and the CITY each as an additional insured and as Certificate Holder.
 - b. Comprehensive Automobile Liability Insurance including all vehicles whether owned, hired and or non-owned automobiles and or other vehicles, and covering Bodily Injury and Property Damage for a combined single limit coverage of no less than \$2,000,000 each occurrence. A combined single limit coverage of no less than \$1,000,000 may be acceptable if CONSULTANT provides and maintains excess/umbrella liability insurance coverage in the amount of no less than \$6,000,000. The certificate of insurance evidencing such automobile / vehicular liability insurance coverage shall name THE AUTHORITY and the CITY each as an additional insured and as Certificate Holder.
 - c. Excess/Umbrella Liability Insurance in at least the coverage amount of \$5,000,000. The certificate of insurance for Excess/Umbrella Liability insurance coverage shall name THE AUTHORITY and the CITY each as an additional insured and as Certificate Holder.
 - d. Workers Compensation Insurance and Disability Insurance both to be evidenced on the respective New York forms each showing THE AUTHORITY and the CITY as a Certificate Holder.
 - e. Architects and/or Engineers Professional Liability Insurance affording professional liability insurance in the coverage amount of no less than \$5,000,000.

Acceptability of Insurers: All of the successful CONSULTANT's insurance policies shall be written by insurance companies admitted in the State of New York and authorized to do business in the State of New York or otherwise acceptable to THE AUTHORITY, City's Comptroller and the Corporation Counsel in their sole respective discretion.

6. **NON-DISCRIMINATION:** The CONSULTANT shall not discriminate against any employee or applicant for employment because of an individual's age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
7. **EQUAL EMPLOYMENT OPPORTUNITY:** THE AUTHORITY encourages our contracting partners to adopt business methods and models that foster and result in a equal employment opportunities for all. CONSULTANT shall provide a copy of their Equal Employment Opportunity Policy (EEO) and complete the provided Equal Employment Opportunity Staffing Plan. The CONSULTANT shall use good faith efforts to achieve the utilization of minority group members, women and other disadvantaged workforce members consistent the City of Buffalo Code § 96-13 (F); Article 15A of NYS Executive Law; and federal Equal Employment Opportunity and Disadvantaged Business Enterprise laws, where applicable.
8. **CONTRACTING WITH MINORITY AND WOMEN BUSINESS ENTERPRISES (M/WBE) AND DISADVANTAGED BUSINESS ENTERPRISES (DBE):** THE AUTHORITY requires the CONSULTANT to take affirmative steps to select certified small business enterprises, including minority and women business enterprise firms and disadvantaged business enterprise firms as subcontractors. The M/WBE goal for AUTHORITY projects shall be 30% total to include a minimum of 5% MBE participation and 5% WBE participation. DBE requirements may also apply, depending on the project federal/state funding source. CONSULTANT D/M/WBEs must be certified by New York State (NYS).
 - a. THE AUTHORITY and CONSULTANT will take all necessary affirmative steps to assure that minority, women, and disadvantaged business enterprises are used when possible.
 - b. Affirmative steps shall include:
 - i. Placing qualified small minority businesses and women business enterprises on solicitation lists.
 - ii. Assuring that small minority businesses, and women business enterprises are solicited whenever they are potential sources.
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small minority business, and women's business enterprises.
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.

The CONSULTANT shall provide an affirmation of the above as well as a MWBE and DBE Utilization Plan to be undertaken under the agreement.

9. **FIRST SOURCE:** In support of City of Buffalo First Source hiring policies, the selected Consultant agrees that (i) in the hiring of any employees, subcontractor(s), or person(s) acting on behalf of the subcontractor, preference shall first be given to qualified persons who have resided in the City of Buffalo for at least six (6) consecutive months immediately prior to the commencement of their employment for the performance of work and (ii) the Consultant and any subcontractor(s) will work towards ensuring a minimum residency goal of 30% of workforce to include qualified residents in the City of Buffalo.

10. **PUBLICATIONS:** CONSULTANT shall not make any news/press release, announcements, presentations, publication, or award application pertaining to this Agreement or the Services, or anything contained or referenced herein, without prior written approval from THE AUTHORITY. Any promotion pertaining to the Services, or this Agreement may only be made in coordination with THE AUTHORITY. Unless otherwise directed in writing, THE AUTHORITY name and logo shall be prominently featured on all work products and promotional materials, printed and/or electronic. Unless otherwise directed in writing, CONSULTANT'S name and logo shall be subservient to THE AUTHORITY's recognition and labeled as "prepared by" on all work products and promotional materials, printed and/or electronic.

11. **FREEDOM OF INFORMATION LAW:** THE AUTHORITY is subject to the provisions of Article 6 Section 89 of New York State Public Officer's Law, entitled the Freedom of Information Law. All submissions, in their entirety, submitted in response to this RFQ shall constitute a record subject to public disclosure pursuant to the Freedom of Information Law. It is the sole responsibility of each CONSULTANT to this RFQ to identify those portions deemed to constitute a "trade secret" or proprietary information of the commercial enterprise. Any such information shall be clearly marked "CONFIDENTIAL". The phrase trade secret is more extensively defined to include a formula, process, device or compilation of information used in one's business which confers a competitive advantage over those in similar businesses who do not know it or use it. The subject of the trade secret must not be of public knowledge or of a general knowledge in the trade or business. A corresponding letter, on company letterhead, must be provided describing the factors and extent to which the disclosure of the "CONFIDENTIAL" information would cause substantial injury to the competitive position of the commercial enterprise. The entire submission shall not be marked "CONFIDENTIAL". Any portion of the proposal that is not clearly identified as "CONFIDENTIAL" may be disclosed pursuant to the Freedom of Information Law. Further, marking a portion of the submission "CONFIDENTIAL" is no assurance that THE AUTHORITY will not be directed to nonetheless release the information/documentation so marked. THE AUTHORITY DOES NOT ASSUME ANY RESPONSIBILITY WHATSOEVER TO ANY CONSULTANT IN THE DISCLOSURE OF RECORDS PURSUANT TO THE FREEDOM OF INFORMATION LAW, COURT ORDER, OR ANY OTHER METHOD OF DISCLOSURE PROVIDED FOR UNDER THE LAW.

12. **SRF REQUIREMENTS:** CONSULTANTS must comply with the terms and conditions mandated by the New York State Clean Water State Revolving Fund program, administered by the New York State Environmental Facilities Corporation. THE AUTHORITY may seek funding from the New York State Environmental Facilities Corporation (EFC) for both the

design and construction of these structures and the consultant's submission shall reflect EFC requirements including, but not limited to, those regarding EEO, MWBE, and American Steel, and Federal Disadvantaged Business Enterprise Regulations. The complete Bid Packet for Non-construction Contracts is available online at <https://www.efc.ny.gov/bid-packets>. You are hereby notified that in addition to the MWBE participation goal required by EFC, BUFFALO SEWER has a minimum 5% participation goal for MBEs, a minimum 5% participation goal for WBEs, and a combined M/WBE participation goal of 30%. Complete worksheets provided in Appendix D, DBE Plan and Appendix E, MWBE Plan.

13. **GENERAL COMPLIANCE:** The successful CONSULTANT agrees to comply with all applicable Federal, State and local laws and regulations governing the services to be solicited under this RFQ.

APPENDIX A: STAFFING WORKSHEET

Name	Degree(s)	License(s)/ Certification(s)	Area of Expertise	Length of Time with Proposing Company	Overall Years of Experience	Role for Projects Resulting From RFQ	Anticipated % of Project Time Working on Projects From This RFQ	Base Location	Hourly Rate
Total Project Time:							100%		

APPENDIX B: Buffalo Sewer Authority EEO Staffing Demographics Form

Job Category	Total Work Force	Work Force by Gender		White		Black		Hispanic		Asian & Pacific Islander		Native American		Total Minority		Disabled		Veteran		City Resident	
		Male (M)	Female (F)	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Board Member																					
Executive/Senior Level Officials & Managers																					
Mid Level Officials and Managers																					
Licensed Professionals																					
Technicians																					
Sales Workers																					
Skilled Craftsmen																					
Operatives Semi-Skilled																					
Laborers and Helpers																					
Service Workers																					
Administrative support/ clerical workers																					
TOTALS																					
PREPARED BY (Signature):										Telephone #:								Date:			
Name and Title (Print or Type):										Email:											

APPENDIX C: Price Proposal

The price proposal shall be as indicated in Table 1 and Table 2 below. The price proposal for the purpose of this agreement is to furnish:

1. The fixed fee profit percentage and overhead rate (including all travel expenses) for each project as shown in Table 1.
2. The direct hourly rate for the prospective labor anticipated for these projects as shown in Table 2.

TABLE 1: OVERHEAD AND FEE STRUCTURE

Project	Fixed Fee Profit Percentage	Overhead Rate
RWW/SWW PS Immediate Project		
SBPS Upgrade Project		
SPP337 Modification		
SPP341A Modification		
SPP336B Modification		
SPP175 Modification		
Subcontracted Work		N/A

TABLE 2: PROPOSED DIRECT WAGES

Job Title	Project Team Member	Projects Expected to be Involved	Direct Salary Rates				
			2025	2026	2027	2028	2029

APPENDIX D: DBE Utilization Plan



Environmental Facilities Corporation

NYS Environmental Facilities Corporation Disadvantaged Business Enterprise (DBE) Utilization Plan

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. **Submit the completed, signed (electronic signature box checked and dated) form to the Recipient's Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be obtained from EFC.

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified DBE, please contact EFC for assistance.

DBEs on this form may include disadvantaged firms certified by the [New York State Unified Certification Program \(NYSUCP\)](#), and disadvantaged firms certified by the Small Business Administration. In addition, the participation of DBEs will be credited according to the following requirements:

- Contractors cannot count the participation of a DBE who acts as a broker or passive conduit of funds without performing, managing, or supervising the work of its contract or subcontract in a manner consistent with normal business practices. If 50% or more of the total dollar amount of a DBE's prime contract or subcontract is subcontracted to a non-DBE, the DBE prime contractor or subcontractor will be presumed to be a broker.
- Contractors may count the participation of a DBE trucker/hauler only if the trucker/hauler is performing a "commercially useful function," according to the following factors:
 - The DBE must be responsible for the management and supervision of the entire trucking/hauling operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE objectives.
 - The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

See the [Mandatory Equivalency Terms and Conditions](#) or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. Email the completed, signed (electronic signature box checked and dated) form to your EFC Program Compliance Specialist.

The subject heading of the email to the EFC Program Compliance Specialist should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and email the MBO an acceptance or denial.

If the Utilization Plan will not meet or exceed the DBE fair share objective, then the good faith effort documentation noted in Section 4 must be submitted with this form.

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 1: MUNICIPAL INFORMATION			
Recipient/Municipality:		County:	
Project No.:	Contract ID:	Registration No. (NYC only):	
Minority Business Officer:	Email:	Phone #:	
Address of MBO:			
Electronic Signature of MBO: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			Date:

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION				
Firm Name:			Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services	
Is the Prime Firm certified as a DBE? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please include Prime information in Section 3.				
Address:		Phone #:	Fed. Employer ID #:	
Description of Work:			Email:	
Award Date:	Start Date:	Completion Date:	DBE Fair Share Objective	PROPOSED DBE Participation
Total Contract Amount: \$ DBE Eligible Contract Amount: \$ (DBE Fair Share Objectives are applied to this amount and includes all change orders, amendments, & specialty waivers)			Total: 20% \$	Total: % \$
<i>If fair share objectives are not met, documentation must be attached:</i> <input type="checkbox"/> No Participation <input type="checkbox"/> Short of the DBE Fair Share Objective				
<input type="checkbox"/> Specialty Equipment/Services: must be of SIGNIFICANT cost – attach list of cost and type of equipment and good faith effort documentation				

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 3: DBE SUBCONTRACTOR INFORMATION			
This Submittal is: <input type="checkbox"/> The First/Original Utilization Plan <input type="checkbox"/> Revised Utilization Plan #:			
DBE Subcontractor Information		Contract Amount	For EFC Use:
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Full Contract Amount \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Full Contract Amount \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Full Contract Amount \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Full Contract Amount \$			

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 3: DBE SUBCONTRACTOR INFORMATION continued			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Full Contract Amount \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Full Contract Amount \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Full Contract Amount \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Full Contract Amount \$			

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 4: GOOD FAITH EFFORT DOCUMENTATION

Utilization Plans that do not meet the Fair Share Objective must be accompanied by the documentation requested in numbers 1 – 7, as listed below. Specialty Equipment Exclusion requests must be accompanied by the documentation requested in number 8 – 12, as listed below. Specialty Services Exclusion requests must be accompanied by the documentation requested in number 13, as listed below. Please contact the MBO and/or EFC for assistance or to request sample documentation.

Provide the following:

1. A letter of explanation detailing the scope of work, DBE search results, and results of good faith efforts that were made.
2. A scope of work that shows what subcontracting opportunities are in the contract. This could be an engineering proposal, schedule of values, or other similar documents.
3. Screenshots of search results (using commodity codes) from [DBE Directories](#) of all certified DBEs that were solicited for purposes of complying with your DBE fair share objective. Each search should be saved as an individual file.
4. [A log of solicitation results](#), consisting of the list of DBE firms solicited for the contract and the outcome of the solicitations. The log should be broken out into separate areas for each task that is solicited (e.g., trucking, materials, electricians). The log should show that each firm was contacted twice by two different methods (e.g., email and phone); who was spoken to; what was said; and the final outcome of the solicitation.
5. List of the general circulation, trade association, and DBE oriented publications and dates of publication soliciting for certified DBE participation as a subcontractor/supplier and copies of such solicitations.
6. Description of the negotiations between the contractor and certified DBEs for the purposes of complying with the DBE goals of this contract.
7. Any other information deemed relevant to the request.

EFC and the MBO reserve the right to request additional information and/or documentation.

Documentation for Requests for Specialty Equipment Exclusions:

8. A letter of explanation containing information about the equipment, why the equipment is specialty and why no DBE firms could be utilized to provide the equipment.
9. Copies of the appropriate pages of the technical specification related to the equipment showing the choices for manufacturers or other information that limits the choice of vendor.
10. Letter, email, or screenshot of website from the manufacturer listing their distributors in NYS and the locations.
11. Screenshots of DBE Directory searches for the manufacturer and distributor showing that they are not found in the Directory.
12. An invoice or executed purchase order showing the value of the equipment.

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

Documentation for Requests for Specialty Service Exclusions:

13. A letter of explanation containing information about the scope of work and why no DBE firms could be subcontracted to provide that service.

SIGNATURE

Electronic Signature of Contractor: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all DBE subcontractors will participate in subcontracts in accordance with the requirements of 40 CFR Part 33.

Date:

Name (Please Type):

APPENDIX E: MWBE Utilization Plan

NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

SECTION 1: MUNICIPAL INFORMATION				
Recipient/Municipality:			County:	
Project No.:	GIGP/EPG No.:	Contract ID:	Registration No. (NYC only):	
Minority Business Officer:		Email:	Phone #:	
Address of MBO:				
Electronic Signature of MBO: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.				Date:
Complete if applicable:				
Authorized Representative:		Title:		
Authorized Rep. Company:		Email:	Phone #:	
Electronic Signature of Authorized Rep.: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.				Date:

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION				
Firm Name:			Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services	
Prime Firm is Certified as: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/> Other: Please repeat information in the Utilization Plan below (Section 3). If dual certified, you must select either MBE or WBE.				
Address:		Phone #:	Fed. Employer ID #:	
Description of Work:				
Award Date:	Start Date:	Completion Date:	MWBE GOAL Total	PROPOSED MWBE Participation
Total Contract Amount: \$ MWBE Eligible Contract Amount: \$ (MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers)			MBE: % \$	MBE: % \$
			WBE: % \$	WBE: % \$
			Total: % \$	Total: % \$

NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

SECTION 3: MWBE SUBCONTRACTOR INFORMATION

This Submittal is:	<input type="checkbox"/> The First/Original Utilization Plan <input type="checkbox"/> Revised Utilization Plan #:			
NYS Certified M/WBE Subcontractor Info		Contract Amount:		For EFC Use:
		MBE (\$)	WBE (\$)	
Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:			
Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:			
Full Contract Amount: \$				
Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:			
Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:			
Full Contract Amount: \$				
Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:			
Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:			
Full Contract Amount: \$				
Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:			
Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:			
Full Contract Amount: \$				

NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

SECTION 3: M/WBE SUBCONTRACTOR INFORMATION continued				
Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:			
Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:			
Full Contract Amount: \$				
Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:			
Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:			
Full Contract Amount: \$				
Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:			
Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:			
Full Contract Amount: \$				
Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:			
Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:			
Full Contract Amount: \$				
SIGNATURE				
Electronic Signature of Contractor: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function. Name (Please Type):				Date: