

B U F F A L O
S E W E R A U T H O R I T Y

**Real-Time Controlled
Smart Sewer
Projects**

Request for Qualifications

ISSUE DATE: Thursday, September 9, 2021

QUESTIONS DUE: Wednesday, September 29, 2021- 12:00 PM ET

DUE DATE: Friday, October 15, 2021 - 3:00 PM ET

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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. THE AUTHORITY is responsible for the sanitary wastewater and stormwater collection and treatment system within the City of Buffalo.

On March 18, 2014 the Buffalo Sewer Authority (Buffalo Sewer)’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). As part of the approved LTCP, the Authority committed to the installation of up to sixteen Real-Time Controlled (RTC) Smart Sewer Projects. Several of these projects: the Lang Avenue, Bird Avenue, Smith Street, North Bailey Avenue, Hertel Avenue at Deer Street, and Hazelwood Avenue RTCs are completed. Plans are available for viewing and copying upon request.

The Authority is now seeking to begin design on subsequent RTC structures in accordance with the LTCP schedule. The purpose of this request for qualifications (RFQ) is to seek qualified consultants to provide design services for future RTC projects. At this time, the Authority anticipates that separate design teams will be assigned for each structure.

Sealed submissions must be received by the AUTHORITY no later than Friday, October 15, 2021 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 “Real-Time Controlled Smart Sewer Projects” and delivered to:

**Rosaleen B. Nogle, PE
Principal Sanitary Engineer
Buffalo Sewer Authority
Room 1038 City Hall
65 Niagara Square
Buffalo, New York 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

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. 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 the Request for Qualifications. 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.

THE AUTHORITY recognizes that many not-for-profit organizations have experts in these fields 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.

C. Proposed Schedule

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

<u>EVENT</u>	<u>DATE</u>	<u>TIME</u>
Issuing of Request for Qualifications	September 9, 2021	
Final Questions due	September 29, 2021	12:00 PM
Submission Due Date	October 15, 2021	3:00 PM
THE AUTHORITY Board Meeting for Approval	November 17, 2021	

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

Each CONSULTANT is responsible for carefully examining this Request for Qualifications 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 Request for Qualifications. 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 Request for Qualifications.

Pursuant to State Finance Law §§139-j and 139-k, this "Request for Qualification" includes and imposes certain restrictions on communications about this governmental procurement between the AUTHORITY and a CONSULTANT during the procurement process. A CONSULTANT is restricted from making contacts about this procurement from the earliest notice of intent to solicit offers or "Requests for Qualification" through final award and approval of the Procurement Contract by the AUTHORITY to AUTHORITY staff other than the designated contact 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 Request for Qualification shall be directed to the AUTHORITY's designee only. Any impermissible contact with any other AUTHORITY employee regarding the Request for Qualifications 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 address listed in the Request for Qualifications. No other communications with the AUTHORITY's designee regarding the Request for Qualifications are permitted during the procurement period.

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

Rosaleen B. Nogle, PE, Principal Sanitary Engineer

All entities interested in responding to this RFQ should confirm their receipt of this RFQ and the designated contact person for their organization by email to 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 rnogle@buffalosewer.org and **must be received no later than Wednesday, September 29, 2021 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.

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 Request for Qualifications. 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 via e-mail.

E. Addenda and Modifications

The Authority reserves the right, in its sole discretion, to amend this Request for Qualifications 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 Request for Qualifications, all addendums, amendments, and interpretations will be made in writing and emailed to all who are known by the Authority to have received the Request for Qualifications. It is the sole responsibility of the CONSULTANT to ensure that the Authority has accurate contact information.

All addenda, amendments, interpretations and/or modifications shall be deemed to have been incorporated as part of this Request for Qualifications as though they were originally set forth in this Request for Qualifications. No addenda will be issued later than forty-eight (48) hours prior to the date and time for the receipt of submissions, except an addenda withdrawing the Request for Qualifications, 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 Request for Qualifications must be considered in preparing submissions. All other contacts that a CONSULTANT may have had before or after receipt of this Request for Qualifications 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 other medium other than that specified above for official communications regarding this Request for Qualifications should be disregarded in preparing responses.

F. Submission Format

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

Six (6) submissions, 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) USB Flash Drive containing an Adobe Portable Document Format (PDF) version of all materials must also be provided. Each page of the submission must be numbered in a manner so that it can be uniquely identified. Legibility, clarity and completeness are required.

<i>ITEM</i>	<i>QUANTITY</i>	<i>FORMAT</i>
Hard Copies	Six (6)	Printed on 8" x 11" letter size paper, double sided and bound on long side
Digital Copy	One (1)	Adobe Portable Document Format (PDF) on USB flash drive

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

II. PROJECT OVERVIEW

The purpose of this program is to identify qualified consultants for the design of future real-time controlled smart sewer projects. Details of the preliminary RTC evaluations performed as part of the preparation of the LTCP are in Section 11.3 and Appendix 11-7 of the LTCP available at <http://bsacsoimprovements.org/cso-control-plan/january-2014-ltcp/>. The Authority recognizes that the design aspects associated with the construction of RTC structures is a specialized engineering field and for this reason, the Authority is inviting your firm to prepare a qualification submittal for necessary engineering design and bidding services.

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 contract requirements section of this RFQ.

Please note that the Authority has a contract with Xylem, Inc. for coordination of RTC logic and selected consultants will be required to work with Xylem, Inc. during all phases of each RTC project. Xylem will work with the consultant’s design team to ensure that the strategies proposed in the preliminary study are properly implemented in the design. This will require coordination between the structural design and the instrumentation and control (I&C) design. Xylem will recommend specifications with respect to the I&C aspects of the RTC sites. Selected consultants will work with Xylem to propose, coordinate, and specify details with respect to the design aspects that relate to the operation of the RTC 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 in the latest edition of the “Recommended Standards for Wastewater Facilities” (10-State Standards) and the Authority’s specifications. RTC structures shall be designed based on the activations allowed per the approved LTCP and process/mechanical equipment for a 20-year service life.

The design drawings for projects are to be prepared and submitted utilizing the latest version of AutoCAD. Reproducible plans shall be provided electronically in the latest version of AutoCAD and on bonded paper.

Record drawings for most existing facilities are available and represent the best information available. The Engineer shall field verify all dimensions and layouts prior to the start of any designs.

The following are the tasks/deliverables to be performed for specific projects assigned to pre-qualified consultants:

A. Preliminary Design Phase

1. Kick-off meeting with Buffalo Sewer to discuss project intents and restraints.
2. Review historical and record drawings and reports.
3. Coordinate with Xylem and the Authority to optimize design location and impact.
4. Conduct a thorough walk through of the entire project area to determine preferred site location, electrical connections, and/or rights-of-way for proposed improvements.
5. Prepare a preliminary site plan layout of the project's facilities.
6. Develop and submit preliminary cost estimates
7. Prepare a separate Environmental Facilities Corporation (EFC) compliant Engineer's Report for each project.
8. Make revision to the preliminary layout and Basis of Design Report after review by the Authority, National Grid, and/or other regulatory agencies.

B. Planning and Permitting Phase

1. Assist the Authority in preparing any documents necessary to make application for a loan under the State's Revolving Loan Fund Program and/or any other relevant Federal or State grant and/or loan programs as directed by the Authority.
2. Complete a thorough review to determine if any environmentally including, but not limited to wetlands, floodplains, landfill, hazardous material, and/or archaeological sensitive areas exist.
3. Organize and conduct a State Environmental Quality review and/or National Environmental Policy Act review only as necessary as directed by the Authority.
4. Make application and obtain or cause to be obtained all the necessary permits required, including, but not limited to, application to New York State Office of Parks, Recreation and Historic Preservation for their review of the proposed project.
5. Prepare a public outreach plan for review by the Authority and conduct public outreach meetings and/or prepare communications as directed by the Authority.

C. Design Phase

1. Topographical maps shall be prepared which accurately locate existing structures, elevations, property lines, public and private utilities, site piping, roadways, right-of-way limits, landscaping, trees, etc.
2. Obtain soil borings where the Engineer determines a need or as directed by the Authority. Soil borings shall be witnessed by the Engineer and a copy of logs inclusive of bedrock depth and characterization and water table levels shall be included with final bid plan sets.

3. Soil, water table, and bedrock boring information and Engineer's findings shall be contained in a bound soils report.
4. Coordinate with Xylem throughout Design Phase
5. Prepare final plans and specifications which satisfies the approved contract limits developed during the Preliminary Design Phase.
6. Utilize the Authority's standard contract documents and detail sheets and previous contract plans and specifications in the preparation of the project's contract bid documents. Update specifications and details as necessary.
7. Make application and obtain or cause to be obtained all the necessary permits required.
8. Conduct public outreach meetings as directed by the Authority.
9. Prepare a design report including required NYSDEC, USACE, and/or other controlling agency forms needed for the project. Forward as required for approval.
10. Assist Authority in securing approval of final plans and specifications from affected controlling agencies.
11. Make modifications to plans and specifications based upon review by affected controlling agencies.
12. Complete the Technical Certificate and Administrative checklist document as required by the New York State Revolving Loan Program and/or any other loan and/or grant qualifying documents.
13. Update topography and utility information prior to bidding.
14. Prepare detailed cost estimate based upon final plans and specifications.
15. Prepare a shop drawing submittal schedule. The schedule shall list all items which will require a show drawing submittal and approval.
16. Prepare final plans and specifications for bidding. The drawings shall be prepared on 22" x 34" bond paper.
17. Be responsible for the distribution of plans and specifications during the bid period.
18. Attend bid opening, review bids for completeness and conformance with requirements and make recommendation as to acceptance of bids.
19. Obtain contract paperwork from low bid contractor and conform contracts for execution by the Authority.

D. Construction Services

The construction phase is broken up into three (3) separate functions:

1. Services during construction
2. Resident Engineer Services
3. Start-up services

1. Services During Construction

Typical services, which may be required during construction shall include but not be limited to the following:

- a. Obtain from the contractors a construction schedule which shall indicate their complete operation as it pertains to this project and distribute said schedule to the Authority and any other relevant parties.

- b. Provide services of an officer, licensed engineer, and/or other engineers as needed, who will observe on a twice per week basis the construction to see that it conforms with the requirements of the plans and specifications.
- c. Prepare a shop drawing submittal, review and acceptance schedule and distribute said schedule to the contractor(s), the Authority, and other relevant parties.
- d. Review and approve/disapprove shop drawings submitted by the contractor and manufacturer of equipment and affix to the shop drawings a stamp indicating the results of the review and distribute copies to the Authority, contractor(s) and other relevant parties.
- e. Review the contractor's requests for substitution of equipment and materials, inform the Authority of the request throughout the review process and distribute a written summary of the request and decision to the contractor(s) and the Authority.
- f. Witness and/or review appropriate tests for materials and equipment as submitted by contractor and distribute results of said tests to the Authority.
- g. Assemble all guarantees, warranties and similar items required by the contract documents and forward to the Authority.
- h. Provide a detailed stakeout showing all horizontal and vertical control required for construction of the project.
- i. Prepare an Operations and Maintenance (O&M) Manual in proper paper and electronic formats for review by the Authority.
- j. Assist the contractor and resident Engineer in preparing bid breakdown for purposes of payment requisitions.
- k. Review and make appropriate recommendations to the Authority with respect to contractor claims relating to a design change, differing site conditions and/or additional compensation due to alleged delays.
- l. The Engineer shall perform parallel estimates to substantiate costs with respect to change order and/or cost breakdowns furnished by the contractor.
- m. Advise, review and recommend, where applicable, any change order(s) to the contract that are in the best interest of the Authority or requested by the contractor.
- n. Prepare and process, with the assistance of the Authority, all change orders.
- o. Prepare and distribute minutes of the progress/coordination meetings to concerned parties.
- p. Issue supplemental drawings to further explain the intent of plans and specifications when necessary.
- q. Prepare and distribute all field clarifications, memos, and bulletins that may be required.
- r. Attend project related meetings as requested by the Authority.
- s. Make recommendations to the Authority pertaining to special consultants.
- t. Cooperate with all affected parties.
- u. Review retention money clauses of contracts and make recommendations to the Authority with respect to release of any retained funds.
- v. Receive, review and forward to the Authority with recommendations, all relevant documents such as release of liens, claims, etc.
- w. Establish procedures and coordinate arrangements between the Authority and the contractors with respect to the start-up of constructed facilities.
- x. Provide services to assist the contractors and resident Engineer in checking out the completed facilities for ready-to-serve status and commencement of testing.
- y. Maintain an accurate record of all design changes made during construction. Furnish and provide one (1) complete set of record drawings, prepared on 22" x 34" bonded paper, a copy of the modified AutoCAD design file, and a PDF copy.

- z. Certify at the completion of the project that the facilities have been built and are operating in accordance with the plans/specifications for the project.

2. Resident Engineering Services

- a. Based on the needs of the project as allowed by the Construction Specifications, provide an on-site resident Engineer and assistants (if required) to coordinate the day-to-day construction.
- b. Continuously monitor the approved construction schedules and provide updating information to the Authority.
- c. Act as the Authority's advisor and liaison and coordinate the activities of all contractors in accordance with the construction schedule, which has been approved by all parties.
- d. Maintain a shop drawing acceptance schedule on a daily basis.
- e. Regulate use of site and building area with respect to storage of materials, temporary offices, storage sheds, parking, traffic control, etc.
- f. Monitor the daily performance of the contractor to ensure compliance with the plans, specifications and applicable permits.
- g. Inspect material/equipment deliveries to the job site to ensure compliance with the approved shop drawings.
- h. Perform spot grade checks on the installed improvements to verify line and grade.
- i. Monitor the contractor's methods of construction to ensure the contractor's construction activities are conducted within the dedicated right-of-ways and/or easement areas.
- j. Prepare daily inspection reports which describes in detail, the contractor's performance for that particular day.
- k. Monitor the contractor's operation for compliance with the Maintenance and Protection of Traffic Section of the specifications.
- l. Monitor the contractor's operation for compliance with the Erosion and Sediment Control Section of the specifications and any applicable stormwater management permits.
- m. Review contractor's estimates and prepare parallel monthly construction pay estimates, which indicate the construction, completed to date.
- n. Coordinate and witness the final testing of the in place improvements as required by the contract specifications.
- o. Maintain a detailed daily journal of all on-site activities and visitors.
- p. Take progress photos during the course of construction.
- q. Maintain complete and accurate job records of all correspondence, memoranda, supplemental drawings, field clarification memos, change orders, shop drawings, etc.
- r. Hold and chair coordination meetings.
- s. Cooperate with all affected parties.
- t. Monitor cleanup activities of all contractors and coordinate such activities with provisions in the respective contract documents.
- u. Prepare punch-lists and monitor contractor's activities as required.

3. Start-Up Services

Provide services to assist the Authority with understanding the operational features of the completed facilities. When requested, the Engineer shall provide and/or schedule training services of Authority personnel in the operation of the facilities.

E. Post-Construction Monitoring

Once facilities have become operational, if requested, the Engineer may be required to provide ongoing monitoring and testing of the effectiveness of the construction project in reducing water pollution and submit reports to the Authority containing recommendations regarding the effectiveness of the project and any design changes.

IV. REQUIRED CONTENT AND FORMAT

In order 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. AUTHORITY 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 Request for Qualifications 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 facilities as well as any additional relevant factors for the AUTHORITY'S consideration.

C. Experience

The qualified firm must:

1. Have a minimum of 5 years' experience in the wastewater treatment and collection industry,
2. Have experience with the application of hydraulic models of sanitary, combined, and storm sewers,
3. Have experience designing projects of at least \$1 million dollars for wastewater treatment works.

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. Kindly include project references and total costs of reference projects.

Descriptions for each project should be limited to one 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. Description of services provided similar to the services outlined in this Request for Qualifications;
3. Identify services, if any, that were subcontracted, and to what other company(ies);
4. Total dollar value of the contract;
5. Contract term (start and expiration);
6. CONSULTANT personnel that worked on that project.

The AUTHORITY may solicit relevant information concerning CONSULTANT 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 (Appendix A) included with this RFQ including:

1. Name of individual that will be assigned to this project
2. Educational 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 % of project time working on projects from this RFQ (total % should sum to 100%)
10. Base location (local facility, as applicable)
11. Status as a City of Buffalo resident

Include brief resumes in an appendix for all individuals listed in the STAFFING WORKSHEET (Appendix A) table only.

Please complete the attached EEO plan (Appendix B) for the anticipated project team.

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 and provide the license number;
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: EEO Staffing Plan for the firm (Note: EEO Staffing Plan is also required for the project team);**
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 municipality, 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 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.

V. EVALUATION AND SELECTION PROCESS

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

CRITERIA	ESTIMATED WEIGHT
Demonstrated understanding of project requirements	10%
Technical and creative quality of proposed approach	15%
Experience with comparable projects	20%
Professional team organization and expertise	15%
Minorities and Women as percentage of professional team	30%
Company profile	10%

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.

VI. AUTHORITY’S RESERVATIONS OF RIGHTS

Upon submission in response to this Request for Qualifications, 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 Request for Qualifications 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 reject for any reason any and all responses or components thereof and to eliminate any and all CONSULTANTS responding to this Request for Qualifications 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 Request for Qualifications, or a submission that is not responsive to the requirements of this Request for Qualifications.

4. The AUTHORITY reserves the right, without prior notice, to supplement, amend, or otherwise modify this Request for Qualifications, or otherwise request additional information.
5. All submissions in response to this Request for Qualifications shall become the property of the AUTHORITY and will not be returned.
6. All submissions in response to this Request for Qualifications 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 Request for Qualifications that are not received by the AUTHORITY by **3:00 p.m. on October 15, 2021** 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 Request for Qualifications.

The AUTHORITY reserves the unilateral right, in its sole discretion, to make determinations in the AUTHORITY's sole discretion and to accordingly exercise the following rights and options with regard to this Request for Qualifications 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 Request for Qualifications;
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 of a submission or submissions on the basis of considerations and to create a project of lesser or greater scope and/or breadth than described in this Request for Qualifications or the CONSULTANT's submission;
5. To determine that any submission received in response to this Request for Qualifications 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 Request for Qualifications to any CONSULTANT(s);
7. To waive any technical non-conformance with the terms of this Request for Qualifications;
8. To change or alter the schedule for any events called for in this Request for Qualifications;
9. To conduct investigations of any or all of 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 Request for Qualifications 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 Request for Qualifications.

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.

VII. CONTRACT REQUIREMENTS

1. **FORMATION OF AGREEMENT/CONTRACT WITH SUCCESSFUL CONSULTANT:** The Contract to be negotiated as a result of this RFQ and subsequent Request for Proposal(s) shall be by and between the CONSULTANT and the AUTHORITY and shall contain but shall not be limited to provisions included in this RFQ.
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 Agreements. It is understood and agreed that all instruments of professional services developed under said Agreement including associated source code for applications and programming 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 indemnify and at all times save harmless the AUTHORITY and the CITY OF BUFFALO (CITY), their officers and employees from all claims, suits, actions, damages, losses and costs of every name and description to which the AUTHORITY or the CITY may be subjected or put by reason of injury to the person or property of another, or the property of the AUTHORITY of the CITY may be subjected to put by any reason of injury to the person or property of another, or the property of the AUTHORITY or the CITY resulting from the negligence or carelessness, active or passive of the CONSULTANT, or the joint negligence, active or passive, of the CONSULTANT and others, or their employees, agents or subcontractors, in the performance of any work under this contract. The provisions of this section shall survive the expiration of termination of this AGREEMENT; shall not be limited by reason of any insurance coverage provided hereunder or the limits of any insurance requirements; and shall be separate and independent of any other requirements of this contract.

The CONSULTANT shall and will indemnify and at all times save harmless the Authority against any and all loss and 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 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 he shall first obtain the right and privilege so to do and also the right and privilege to the AUTHORITY to use such patented article, device, or improvement without infringing upon the rights of the patentee and without expenses to the AUTHORITY.

4. **ASSIGNMENT:** This Agreement contemplates the particular services of the CONSULTANT and the CONSULTANT shall not assign, transfer or otherwise dispose of the contract, or his right, title and interest therein, to any person, firm or corporation, except that moneys due to the CONSULTANT and approved for payment by the AUTHORITY and the CITY may be assigned by him to any bank or financial institution which is rendering financial assistance to the CONSULTANT on this work.
5. **INSURANCE:** The CONSULTANT agrees to provide and maintain in full force and affect the following insurance. The CONSULTANT shall deliver to the AUTHORITY Certificates of Insurance, which shall provide thirty (30) days notice to be given to the AUTHORITY in event of a cancellation. The AUTHORITY and the CITY shall be named as additional insured's on the Comprehensive General Liability Insurance and excess liability insurance policy and on the automobile liability insurance policy as evidence thereof appropriate certificates of insurance shall be provided.
 - a. Comprehensive General Liability Insurance including Blanket Contractual, Broad Form Property Damage, Completed Operations and Independent Contractor's Liability all applicable to Personal Injury, Bodily Injury and Property damage to a combined single limit of \$1,000,000 each occurrence subject to \$2,000,000 annual aggregate for Completed Operations and Personal Injury other than Bodily Injury.
 - b. Comprehensive Automobile Liability Insurance including owned, hired and non-owned automobiles, Bodily Injury and Property Damage to a combined single limit of \$2,000,000 each occurrence. The certificate of insurance for automobile insurance coverage shall name the Buffalo Sewer Authority and the City of Buffalo as additional insured.
 - c. Excess/Umbrella Liability Insurance coverage in at least the amount of \$3,000,000.
 - d. Workers Compensation and Employers Liability Insurance in compliance with the applicable state and federal laws.
 - e. Architects and/or Engineers Professional Liability Insurance affording professional liability insurance coverage in at least the amount of \$2,000,000 each occurrence/claim, subject to \$2,000,000 annual aggregate.

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 race, color, creed, religion, ancestry, sex, national origin, affection and/or sexual orientation preference, disability, age, marital status or status with regard to public assistance

or as a disabled veteran or veteran of the Vietnam era. 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. **WORKFORCE DIVERSITY AND INCLUSION:** The AUTHORITY encourages our contracting partners to adopt business methods and models that foster and result in a diverse workforce. 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):** The AUTHORITY requires the CONSULTANT to take affirmative steps to select certified small business enterprises, including minority and women business enterprise firms as subcontractors. The M/WBE goal for this project shall be 30% total to include a minimum of 5% MBE participation and 5% WBE participation. Consultant M/WBE must be certified by NYS and the Erie County/City of Buffalo Joint Certification Committee.
 - a. The AUTHORITY and CONSULTANT will take all necessary affirmative steps to assure that minority and women 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 may be asked to provide an affirmation of the above as well as a MWBE Utilization Plan for each specific project proposal to be undertaken under the term agreement.

9. **FIRST SOURCE:** In support of City of Buffalo Code § 96-17, 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 Request for Qualifications 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 Request for Qualifications 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 non-construction contract terms 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/default.aspx?tabid=465>. You are hereby notified that in addition to the MWBE participation goal required by EFC, the Authority has a minimum 5% participation goal for MBEs, a minimum 5% participation goal for WBEs, and a minimum combined 30% participation goal for M/WBEs.
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 Request for Qualifications.

APPENDIX A: STAFFING WORKSHEET

STAFFING WORKSHEET

Name	Degree	License/ Certifications	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	City Resident (Y/N)

Total project time: 100%

APPENDIX B: BUFFALO SEWER AUTHORITY DIVERSITY FORMS

Buffalo Sewer Authority Equal Employment Opportunity Staffing Plan

•PRIME • SUB Contractor Name: _____ Project _____

Contractor Address _____

Email: _____ Phone: _____

This report includes contractor's: • work force to be utilized on this project • total work force

Enter the total number of employees for each classification

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:												

**New York State Environmental Facilities Corporation
 Monthly Minority- & Women- Owned Business Enterprise (MWBE) Contractor Compliance Report
 (“Monthly MWBE Report”)**

Municipality:		County:		Contract ID:		Month:	Year:
SRF Project No.:		GIGP/EPG No.:		Registration No. (NYC only):			
Prime Contractor/Service Provider:				Award Date:		Start Date:	Date all MWBE subs paid in full:
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 belief. Date:							
Last Month's Contract Amt: \$		MWBE Eligible Amt: \$ (Goals are applied to this amount and includes eligible change orders, amendments & waivers)		EFC MWBE Goals		Total Paid to Prime	
Revised Contract Amt: \$				MBE: 5%	MBE Amt: \$	WBE: 5%	WBE Amt: \$
Total: 30%	Total Amt: \$	Total Paid to Date: \$					
NYS Certified M/WBE Contractor & Subcontractor	Please Specify Any Revisions this Month.	Subcontractor Total Amount		Payments this Month	Previous Payments	Total Payments Made to Date	
		Original	Revised				
Name: Fed. Employer ID#: <u>Select Only One:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED						
Name: Fed. Employer ID#: <u>Select Only One:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE Supplier <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED						
Name: Fed. Employer ID#: <u>Select Only One:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED						
Name: Fed. Employer ID#: <u>Select Only One:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED						
Name: Fed. Employer ID#: <u>Select Only One:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED						
Additional Pages can be found at www.nysefc.org							
TOTAL							
PLEASE EXPLAIN ANY REVISIONS (Change orders over \$25K may require that good faith efforts be made to obtain additional MWBE participation) :							

