

# BUFFALO

## SEWER AUTHORITY

### **Comprehensive Public Education and Outreach Campaign for the City of Buffalo's Sewer Infrastructure**

*Request for Proposals*

ISSUE DATE: Monday, May 16, 2022

QUESTIONS DUE: Friday, June 3, 2022- 12:00 PM EST

**DUE DATE: Friday, June 17, 2022 - 3:00 PM EST**

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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; 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).

The Authority is now seeking a Public Relations/Advertising/Outreach Team to prepare a Comprehensive Public Education and Outreach Campaign to highlight the AUTHORITY’s on-going infrastructure projects, and to canvass, educate, and engage the public. The Public Relations/Advertising/Outreach Team should include but are not limited to capabilities in the following areas: community involvement, branding, graphic design, advertising, signage creation, website, and other social media development, and utilizing research data. Experience in using these capabilities in reference to water and wastewater service connections, clean and drinking water infrastructure, and green infrastructure is of particular interest. The AUTHORITY invites Public Relations/Advertising/Outreach Team to submit proposals that prove their ability to work within the rich and deliver community that makes up the City of Buffalo.

Over the next four years, the AUTHORITY seeks to implement infrastructure improvement projects as a result of the American Rescue Plan Act and Environmental Impact Bonds. The AUTHORITY is seeking to add to its existing portfolio and continue its implementation of improved infrastructure on both public and private land in accordance with the LTCP schedule and in ways that are innovative, cost-effective, and that maximize co-benefits. The AUTHORITY is particularly interested in developing education and outreach that demonstrates how infrastructure improvements can involve:

- equity, diversity, inclusion, and social justice
- climate change mitigation, adaptation, and resilience
- local workforce development, training, and job opportunities
- neighborhood revitalization, art, culture, and placemaking

The purpose of this request for proposals is to seek qualified CONSULTANTS to provide education and outreach material for community engagement and any other matter as directed by the AUTHORITY for work related to infrastructure improvements. At this time, the AUTHORITY anticipates the development of material for both a general overview and specific projects.

**Sealed submissions must be received by the AUTHORITY no later than Friday, June 17, 2022, at 3:00 pm EST.**

CONSULTANTS shall not submit more than one proposal package. Submissions shall be sealed and clearly labeled on front of package "Public Education and Outreach for Buffalo's Sewer Infrastructure" and delivered to:

**Colleen M. Makar  
GIS Specialist II  
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.

Proposals are solicited in accordance with the terms, conditions and instructions as set forth in this Request for Proposals. 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 Proposals. 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 Proposals will be completed.

| <i><b>EVENT</b></i>                      | <i><b>DATE</b></i> | <i><b>TIME</b></i> |
|--|--------------------|--------------------|
| Issuing of Request for Proposals         | May 16, 2022       |                    |
| Final Questions Due Date                 | June 3, 2022       | 12:00 PM           |
| Submission Due Date                      | June 17, 2022      | 3:00 PM            |
| The AUTHORITY Board Meeting for Approval | July 20, 2022      |                    |

## **D. Request for Proposals Review, Additional Information, and Questions**

Each CONSULTANT is responsible for carefully examining this Request for Proposal 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 Proposals. 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 Proposals.

Pursuant to State Finance Law §§139-j and 139-k, this "Request for Proposal" 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 Proposals" 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 Proposals shall be directed to the AUTHORITY's designee only. Any impermissible contact with any other AUTHORITY employee regarding the Request for Proposals 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 Proposals. No other communications with the AUTHORITY's designee regarding the Request for Proposals are permitted during the procurement period.

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

**Colleen M. Makar, GIS Specialist II**

All entities interested in responding to this RFP should confirm their receipt of this RFP and the designated contact person for their organization by email to [cmakar@buffalosewer.org](mailto:cmakar@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 [cmakar@buffalosewer.org](mailto:cmakar@buffalosewer.org) and **must be received no later than Friday, June 3, 2022, 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 Proposals. 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 Proposals 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 Proposals, 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 Proposals. 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 Proposals as though they were originally set forth in this Request for Proposals. 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 Request for Proposals, 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 Proposals must be considered in preparing submissions. All other contacts that a CONSULTANT may have had before or after receipt of this Request for Proposals 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 Proposals should be disregarded in preparing responses.

**F. Submission Format**

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

Three (3) submissions, including one (1) original and two (2) 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  | Three (3)       | 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 development of a comprehensive public education and outreach campaign specifically to drive awareness of Buffalo Sewer’s infrastructure and related projects. The AUTHORITY seeks to implement infrastructure projects over the next 4 years in public spaces, in street rights-of way, and also specific private areas throughout the City of Buffalo. Public projects will be dispersed throughout the entirety of the City of Buffalo.

### III. REQUIRED TASKS/SCOPE OF SERVICES

The AUTHORITY is soliciting proposals through a Request for Proposals for a Public Relations/ Advertising/ Outreach Team to develop a Comprehensive Public Education and Outreach Campaign to provide a general understanding of Buffalo Sewer's infrastructure as well as awareness for specific projects. The selected Public Relations/Advertising/Outreach Team will be required to provide a Comprehensive Public Education and Outreach Campaign to highlight what stormwater and combined sewage management and related infrastructure is, describe different types and benefits of this infrastructure, inform residents of past, current, and future infrastructure improvement projects, and solicit project-specific feedback. The selected Public Relations/Advertising/Outreach Team will have access to the AUTHORITY's relevant infrastructure team members.

The following tasks shall be completed sequentially, and each task shall commence upon written approval from the AUTHORITY. The AUTHORITY may authorize changes depending on the specific nature of an assigned project.

The Public Relations/Advertising/Outreach Team will develop a Comprehensive Public Education and Outreach Campaign to drive awareness and develop create ways to inform City residents of Buffalo's existing stormwater and combined sewage management and related infrastructure along with current and future improvement projects. This campaign will include but is not limited to the development of spoken or print materials, a strategy for informing and engaging individuals, developing an evaluation for the effectiveness of engagement and outreach with residents, and provide on-demand services related to the campaign as requested by the General Manager or designee.

#### **Task 1: Develop Materials**

The selected Public Relations/Advertising/Outreach Team will submit a branding strategy, media purchasing strategy, and the core marketing materials necessary for the following:

- Informative signage for existing and future projects
- Design of core marketing materials (posters, brochures, print ads, radio-tv spots, social media posts, signage at events and a host of other media such as bus shelters, buses, kiosks, etc.) for all stormwater and combined sewage management and related infrastructure related projects
- Social marketing techniques including website, mobile apps, Facebook, Instagram, Twitter, etc.
- Develop visually centric material in a variety of languages (based on predominantly spoke languages in each neighborhood) that includes clear pictograms and project details
- Prepare a public outreach plan for review by the AUTHORITY and conduct public outreach meetings and/or prepare communications as directed by the AUTHORITY

Material produced must meet the requirements of and be approved by the AUTHORITY and the Buffalo Arts Commission.



## **Task 2: Strategy for Engagement**

Develop an implementation schedule for the Comprehensive Public Education and Outreach Campaign that includes the following:

- Strategy to engage media on a continuous basis and assist with developing responses to media requests
- Strategy to involve community-based organizations
- Strategy for community engagement with consideration for target audiences, including schools, specific neighborhoods, and community groups
  - Include in this strategy a plan to reach communities where individuals may have little to no ability to communicate in written or spoken English

## **Task 3: Evaluation**

Include in your plan a strategy to evaluate the effectiveness of the Comprehensive Public Education and Outreach Campaign that will include but is not limited to recorded surveys, resident and business owner feedback, and neighborhood knowledge and acceptance of sewer improvement projects. The CONSULTANT will assess and adjust programming based on evaluation data, available funding, conversations with partners, and feedback from the AUTHORITY.

Evaluation should consider how the project is in alignment with the AUTHORITY's mission, vision, and values. Adjustments should be made to the Comprehensive Public Education and Outreach Campaign as needed, or by the AUTHORITY's request, to ensure that the project is in alignment with the AUTHORITY's mission, vision, and values.

Proposals must contain a cost breakdown for each of the above categories in Tasks 1, 2, and 3.

## **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 RFP. The AUTHORITY will not be responsible for any costs incurred by any CONSULTANT in preparing and submitting a response to this solicitation.

Firms and/or teams are required to submit one (1) signed original, two (2) copies, and an electronic copy on a USB flash drive. The RFP submission shall be limited to no more than 30 double-sided pages (min. 12 pt. font) that shall be spiral bound. Three-ring binders will not be accepted.

Your submittal should include following information in the format outlined below:

## **A. Cover Letter**

CONSULTANT shall prepare and sign a cover letter confirming their understanding of the RFP 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 is willing and able to perform the services described in this Request for Proposal 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 projects management, strategies, tools, and safeguards for ensuring performance of all required facilities as well as any additional relevant factors for the AUTHORITY'S consideration. The CONSULTANT's approach shall also include specifics regarding how Minority and Women Owned Business Enterprises (MWBES) will be incorporated into the project in a meaningful way.

## **C. Experience**

CONSULTANT shall describe experience in working with local governments or other public entities in designing and implementing a public outreach or education campaign over a multi-year period. Special emphasis should be placed on engaging historically excluded communities, residents of low-income neighborhoods, and residents for whom English is not a first language.

Describe experience in developing and executing a public awareness and engagement campaign utilizing a wide variety of communication venues (including virtual and in-person) and a diverse set of media platforms (including social media, web-based platforms, print, radio, and television).

Detail your experience and capacity to analyze public feedback or comments and incorporate that input into an effective ongoing engagement strategy and campaign materials.

Provide a brief description of at least three (3) similar projects of this type and scope. Kindly include project references and the total costs of reference projects. Descriptions should be limited to one page for each project. At a minimum, the following information must be included for each reference project:

1. Client name, address, contact person name, telephone number, and email address;
2. Description of services provided similar to the project outlined in this Request for Proposals;
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 proposal 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 included with this RFP including:

1. Name of individual who will be assigned to this project
2. Education background/degrees
3. Area of expertise
4. Length of time individual has been with proposing company
5. Overall years of experience
6. Description of specific relevant experience
7. Role for projects resulting from this RFP
8. Anticipated percent of project time working on this RFP (total percent should sum to 100%)
9. Base location (local facility, as applicable)
10. Status as a City of Buffalo resident

Include brief resumes in appendix for all individuals listed in the STAFFING WORKSHEET 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 the firm;
2. A brief description of the 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. Please complete the attached Appendix B: EEO Staffing Plan for the firm (Note: EEO Staffing Plan is also required for the project team);
4. List any current or anticipated commitments that may impact the project or use of the identified personnel proposed for this project;
5. Financial statement demonstrating the firm's financial capacity to undertake and complete the project;
6. 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;
7. 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. Companies will be evaluated based upon their understanding, experience, and qualifications in performing the same or substantially similar services. Responses will be evaluated based on the material and substantiating evidence presented in the response to the RFP, and not on the basis of what is inferred. The review and selection team will consider, but may not be limited to, the following factors:

| <b>CRITERIA</b>   | <b>ESTIMATED WEIGHT</b> |
|---|-------------------------|
| 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 Proposals, 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 Proposals 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 Proposals 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 Proposals, or a submission that is not responsive to the requirements of this Request for Proposals.
4. The AUTHORITY reserves the right, without prior notice, to supplement, amend, or otherwise modify this Request for Proposals, or otherwise request additional information.
5. All submissions in response to this Request for Proposals shall become the property of the AUTHORITY and will not be returned.
6. All submissions in response to this Request for Proposals 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 Proposals that are not received by the AUTHORITY by **Friday, June 17, 2022, at 3:00 PM EST** 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 Proposals.

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 Proposals 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 Proposals;
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 Proposals or the CONSULTANT's submission;
5. To determine that any submission received in response to this Request for Proposals 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 Proposals to any CONSULTANT(s);
7. To waive any technical non-conformance with the terms of this Request for Proposals;
8. To change or alter the schedule for any events called for in this Request for Proposals;

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 Proposals 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 Proposals.

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 RFP 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 RFP.
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 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 or 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 or 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 or \$1,000,000.00 if Excess/Umbrella Liability Insurance is in the amount of at least \$4,000,000.00. The certificate of insurance for automobile insurance coverage shall name the City of Buffalo and the Buffalo Sewer Authority 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 of 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 Proposals 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 Proposals 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 Proposals.

## **APPENDIX A: STAFFING WORKSHEET**

## STAFFING WORKSHEET

| Name | Degree | License/<br>Certifications | Area Of<br>Expertise | Length Of<br>Time with<br>Proposing<br>Company | Overall Years<br>of Experience | Role for Projects Resulting From RFP | Anticipated % of Project<br>Time Working on Projects<br>from This RFP | Base<br>Location | City<br>Resident<br>(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:                                 | <b>Date all MWBE subs paid in full:</b>             |                   |                             |
| <b>Signature of Contractor:</b> <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: \$<br>Revised Contract Amt: \$   | <b>MWBE Eligible Amt:</b> \$<br>(Goals are applied to this amount and includes eligible change orders, amendments & waivers)  | <b>EFC MWBE Goals</b>              |   | <b>Total Paid to Prime</b>                          |                   |                             |
|   |   | MBE: 5%<br>WBE: 5 %<br>Total: 30 % | MBE Amt: \$<br>WBE Amt: \$<br>Total Amt: \$ | Total Paid this Month: \$<br>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:<br>Fed. Employer ID#:<br>Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE<br><input type="checkbox"/> Other:                                    | <input type="checkbox"/> Subcontractor is REMOVED<br><input type="checkbox"/> NEW Subcontractor<br><input type="checkbox"/> Subcontract Amt. INCREASED<br><input type="checkbox"/> Subcontract Amt. DECREASED |                                    |   |   |                   |                             |
| Name:<br>Fed. Employer ID#:<br>Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE<br>Supplier <input type="checkbox"/> Other:                           | <input type="checkbox"/> Subcontractor is REMOVED<br><input type="checkbox"/> NEW Subcontractor<br><input type="checkbox"/> Subcontract Amt. INCREASED<br><input type="checkbox"/> Subcontract Amt. DECREASED |                                    |   |   |                   |                             |
| Name:<br>Fed. Employer ID#:<br>Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE<br><input type="checkbox"/> Other:                                    | <input type="checkbox"/> Subcontractor is REMOVED<br><input type="checkbox"/> NEW Subcontractor<br><input type="checkbox"/> Subcontract Amt. INCREASED<br><input type="checkbox"/> Subcontract Amt. DECREASED |                                    |   |   |                   |                             |
| Name:<br>Fed. Employer ID#:<br>Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE<br><input type="checkbox"/> Other:                                    | <input type="checkbox"/> Subcontractor is REMOVED<br><input type="checkbox"/> NEW Subcontractor<br><input type="checkbox"/> Subcontract Amt. INCREASED<br><input type="checkbox"/> Subcontract Amt. DECREASED |                                    |   |   |                   |                             |
| Name:<br>Fed. Employer ID#:<br>Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE<br><input type="checkbox"/> Other:                                    | <input type="checkbox"/> Subcontractor is REMOVED<br><input type="checkbox"/> NEW Subcontractor<br><input type="checkbox"/> Subcontract Amt. INCREASED<br><input type="checkbox"/> Subcontract Amt. DECREASED |                                    |   |   |                   |                             |
| Additional Pages can be found at <a href="http://www.nysefc.org">www.nysefc.org</a>   |   |                                    |   |   |                   |                             |
| TOTAL   |   |                                    |   |   |                   |                             |
| <b>PLEASE EXPLAIN ANY REVISIONS</b> (Change orders over \$25K may require that good faith efforts be made to obtain additional MWBE participation):                             |   |                                    |   |   |                   |                             |