



Capital Projects Program Management

Request for Proposals (RFP)

ISSUE DATE: Tuesday, July 11, 2023, 8:00 PM ET
QUESTIONS DUE: Monday, July 31, 2023, at 12:00 PM ET
DUE DATE: Monday, August 14, 2023, at 3:00 PM ET

I. INSTRUCTIONS TO CONSULTANTS

A. General Invitation

The BUFFALO SEWER AUTHORITY (hereinafter referred to as “THE AUTHORITY”) is 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 and to relieve the City from “inadequate sanitary and storm water drainage”. THE AUTHORITY is responsible for the sanitary wastewater and stormwater collection and treatment system within the City of Buffalo.

On March 18, 2014, THE AUTHORITY’s combined Sewer Overflow Long Term Control Plan (LTCP) was approved by the New York State Department of Environmental Conservation (NYSDEC) and the United States Environmental Protection Agency (USEPA).

THE AUTHORITY is seeking proposals from professional engineering consulting teams to work with THE AUTHORITY services for an initial five (5) year agreement with up to five (5) additional one-year extensions for program management services to provide LTCP Projects and other critical capital design and construction projects throughout the City of Buffalo as well as at the wastewater treatment plant (WWTP). The initial year’s contract value for this engineering contract is estimated at \$6,000,000.00 (six million dollars).

Sealed submissions must be received by THE AUTHORITY no later than Monday August 14, 2023, at 3:00 pm ET. LEAD CONSULTANTS shall not submit more than one proposal package. Package should contain both the proposal letter and price proposal. Submissions shall be sealed and clearly labeled on front of package “Capital Projects Program Management” and delivered to:

**Rosaleen B. Nogle, PE, BCEE, CFM
BUFFALO SEWER AUTHORITY
City Hall Rm 1038
65 Niagara Sq.
Buffalo, NY 14202**

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

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

CONSULTANTS mailing their submissions must allow sufficient delivery time to ensure receipt of their submissions at THE AUTHORITY’s office no later than the specified date and time. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the CONSULTANTS, shall not excuse late submissions. Similar types of delays, including but not limited to, bad weather or security 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>EVENT</i> | <i>DATE</i> | <i>TIME</i> |
|-----------------------------------|-----------------------------|--------------------|
| Issuing of Request for Proposals | Tuesday July 11, 2023 | 8:00 PM ET |
| Final Questions due | Monday, July 31, 2023 | 12:00 PM ET |
| Submission Due Date | Monday, August 14, 2023 | 3:00 PM ET |
| THE AUTHORITY Board Mtg for Award | Wednesday, October 18, 2023 | 9:00 AM ET |
| Notice to Proceed | Tuesday, January 2, 2024 | 8:00 AM ET |

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

Each CONSULTANT is responsible for carefully examining this Request for Proposals 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 Proposals” includes and imposes certain restrictions on communications about this governmental procurement between THE AUTHORITY and CONSULTANT during the procurement process. A CONSULTANT is restricted from contacting any AUTHORITY staff, other than the designated contact, about this procurement from the earliest notice of intent to solicit offers or “Requests for

Proposals” through final award and approval of Contract by THE AUTHORITY unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a).

Questions regarding the 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 qualification. CONSULTANTS shall communicate in writing only via email to the email addresses 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:

**Rosaleen B. Nogle, PE, BCEE, CFM
BUFFALO SEWER AUTHORITY
Principal Sanitary Engineer
City Hall Rm 1038
65 Niagara Sq.
Buffalo, NY 14202**

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

All questions, requests for clarification or additional information must be sent by email to Ms. Nogle at rnogle@buffalosewer.org and **must be received no later than Monday, July 31, 2023, at 12:00 pm ET**. CONSULTANTS shall not communicate with THE AUTHORITY’s designee via any other method or outside of the time period set forth herein regarding this RFP.

No questions will be accepted by phone or through other oral means; only written questions will be accepted. 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, including, but not limited to, employees of THE AUTHORITY.

THE AUTHORITY may, at its sole discretion, also elect to provide both the question(s) and the written answer(s) to all CONSULTANTS who have provided contact information to the AUTHORITY via e-mail.

E. Addenda and Modifications

THE AUTHORITY reserves the right, at 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 addenda, 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 communication facility 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.

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. An Adobe Portable Document Format (PDF) version of all materials must also be provided through a flash drive. Each page of the submission must be numbered in a manner so that it can be uniquely identified. Legibility, clarity and completeness are required.

| ITEM | QUANTITY | FORMAT |
|--------------|---|--|
| Hard Copies | Six (6) includes one (1) original and five (5) copies | Printed on 8” x 11” letter size paper, double sided and bound on long side |
| Digital Copy | One (1) | Adobe Portable Document Format (PDF) on flash drive. |

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

II. PROJECT OVERVIEW

This section represents the 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. The “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 Construction Specifications. Sewer and pumping station structures shall be sized for 40 years of growth and process/mechanical equipment for a 20-year service life. All new designs or building alterations shall comply with the Americans with Disabilities Act and International Building Code.

The design drawings for a project are to be prepared and submitted utilizing the latest version of AutoCAD utilizing

State Plane and City Datum. Reproducible plans shall be provided electronically in the latest version of AutoCAD and on bonded paper. At the completion of a project or upon request of the Authority, the Consultant will be required to provide one (1) full set of reproducible bonded paper 22" x 34" drawings and a copy of the AutoCAD design files which displays the improvement as constructed.

The record drawings and other background information for most existing facilities are available but not necessarily reliable. They do, however, represent the best information available. The CONSULTANT shall field verify all dimensions and layouts prior to the start of any designs.

III. REQUIRED TASKS/SCOPE OF WORK

The Program Manager shall be broadly charged with delivering on the proposed revised Long Term Optimization Selected Alternative as detailed in Appendix A and further discussed in Appendix B. In addition, the Program Manager will be charged with oversight of an estimated \$25,000,000.00 (twenty-five million dollars) in additional capital construction projects each year. This work will entail responsibility for preliminary design and planning phases including application for financing through various state, federal, and private grant and loan programs and oversight of compliance and assurance of delivery of projects through final commissioning by others (specific duties are specified in Appendix C).

Of note, coordination of a public participation plan for the revised Long Term Control Plan, development of a community benefit plan for all capital budget professional services contracts and construction projects with an estimated cost of \$5,000,000.00 (five million dollars) or more, and development of a comprehensive capital projects plan for the Bird Island Wastewater Treatment Facility and outlying facilities including:

1. Hamburg Pump Station
2. Hamburg Drain Screening Facility
3. Amherst Quarry Pump Station
4. South Buffalo Pump Station
5. Waterfront Pump Station
6. Walden Park Pump Station
7. Kelly X Pump Station
8. Kelly S Pump Station
9. Kelly F Pump Station
10. Tifft Pump Station
11. Babcock Pump Station
12. Niagara Metering Station
13. Hertel Ave. RTC
14. Bird Ave. RTC
15. Lang Ave. RTC
16. Hazelwood Ave. RTC
17. Smith at Eagle RTC

18. Smith at Perry RTC

19. North Bailey RTC

Shall all be incorporated into this project proposal.

The development of the comprehensive facilities capital project plan shall entail the inspection of each site with assistance from THE AUTHORITY's mechanical maintenance, instrumentation, and operations staff. In the case of outlying facilities, sewer construction inspection staff will also be assigned to assist in this process. Once comprehensive inspections have been completed, a plan shall be developed from this inspection data for contracts designed to maximize impact, minimize costs, prevent and ameliorate critical failures, prioritize work for the next five year period based on criticality, and ensure maximum impact of the LTCP projects including the No Feasible Alternative is realized.

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.

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 it is willing and able to perform the services described in this Request for Proposals and their responsive submission.

B. Approach

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

C. Co-Location, Oversight, and Coordination Provisions

A private office and several cubicle spaces within shared office areas of THE AUTHORITY's offices will be made available to the selected program manager, the CONSULTANT shall specify whether and how they will use these

spaces. Additionally, the expected percentage time on-site for each member of the project team and how coordination with THE AUTHORITY and oversight of sub-consultants, contractors, and other consultants are anticipated to be performed shall be explicitly stated in the proposal.

D. Public Participation Plan

THE AUTHORITY's Long-Term Control Plan is in the midst of a radical alteration which will involve far greater costs than originally anticipated, larger underground storage facilities, and a longer timeline. All of these changes need to be communicated to the entire population of the City of Buffalo in the second quarter (April 1- June 30) of 2024. More to the point however, we, as THE AUTHORITY need to hear from the community as to how the negative impacts can be mitigated, what issues the community is already facing in accessing clean and storm water services in an affordable and equitable fashion, how THE AUTHORITY can better serve the community, and how these projects can provide long-term benefits to the community beyond the required reductions in receiving water quality.

This initial LTCP specific Public Information Plan must incorporate at least one in-person meeting per Council District and one City Hall based virtual meeting to present the hydraulic model findings, progress to date regarding the LTCP, lessons learned, and the Selected Alternative including the proposed schedule, cost estimates, and overview of conceptual projects. These in-person meetings are expected to be held in coordination with the respective Council District offices and whenever possible be incorporated into larger pre-existing public forums.

In addition to these community forums, it is expected that educational materials will be developed and a plan will be created for distribution during Buffalo's many parades and festivals, including, but not limited to:

1. Dyngus Day (April 1, 2024)
2. Buffalo Cherry Blossom Festival (April 27-28, 2024)
3. Pride Festival (June 2, 2024)
4. University United Festival (June 8-9, 2024)
5. Juneteenth (June 15-16, 2024)
6. Taste of Diversity Festival (June 22, 2024)

It is expected that a joint AUTHORITY-Consultant team will be available to address community questions during these events, one person from each entity for each shift for an estimated fifteen total events including the six cited above over the course of the second and third quarters (April 1- October 31) 2024.

In addition to these in-person meetings and physical materials, a minimum of twenty-five posts shall be developed for distribution through THE AUTHORITY's existing social media channels and a comprehensive webpage shall be developed in coordination with THE AUTHORITY's staff to explain the changes and the reason for them together with information regarding upcoming public forums, a means to submit comments and questions, and links to discount programs. The webpage shall incorporate an interactive map of the proposed changes to better inform residents of the neighborhood specific disruptions and benefits.

Beyond this initial LTCP program roll-out campaign, it is expected that an ongoing Public Participation Plan will also be developed to ensure that the community is informed of all planned upcoming capital projects that will impact their neighborhoods. It is further expected that this communication occurs on an at minimum semi-annual basis throughout project development and that the first community outreach will occur during the first six months of preliminary project development to ensure negative community impacts are mitigated to the greatest extent possible and community benefits can best be tailored to the needs of the community and the specific project needs.

E. Community Benefits Program

THE AUTHORITY is committed to the goal of developing an inclusive and comprehensive Community Benefits Program to better serve and foster partnerships within our local communities, build a water workforce pipeline to support THE AUTHORITY's core services, and ensure the people of the City of Buffalo experience public benefits including, most especially those residents and businesses most impacted by the disruptions inherent in large construction projects. All Community Benefits Commitments must support nonprofit, charitable, local schools, parks, community services, and/or related activities.

The Community Benefits Program seeks to leverage the economic and social impact THE AUTHORITY has in the community with large-scale construction and construction related projects as well as professional services and engineering services. The community benefit may be provided in the form of a financial contribution, volunteer hours and/or in-kind services to non-profits and schools within the City of Buffalo committed to workforce development, water quality education, arts, economic development, and/or other activities which promote THE AUTHORITY'S mission to provide equitable, sustainable, and affordable clean and storm water management services to the people of the City of Buffalo and Western New York.

In addressing the Community Benefits Program, it is expected that the CONSULTANT shall discuss not just commitments made by the CONSULTANTS to ensure that their own contract will provide a community benefit, but also commitments to ensure that a meaningful Community Benefits Program is incorporated into those contracts which will be administered through this Program Management Assignment.

F. Experience

Provide a brief description of at least three (3) similar program management assignments of this type and scope. Include program references and yearly program management costs for referenced programs. Descriptions for each program should be limited to three pages for each location. Both collection system and wastewater treatment plant experience should be included. 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. Program name and location;
3. Description of services provided similar to the services outlined in this Request for Proposals;
4. Identify services, if any, that were subcontracted, and to what other company(ies);
5. Total dollar value of the contract;
6. Contract term (start and expiration);
7. Actual completion date;
8. CONSULTANT personnel that worked on that project.

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

G. Professional Team

Present specific expertise and how the CONSULTANT's proposals 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 D) included with this RFP including:

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

Include one-page resumes in an appendix for the individuals listed in the STAFFING WORKSHEET, provided as Appendix D. Please note that it is expected that a resume is included for every individual identified in Appendix D. Additionally, it is expected that all persons identified will actually perform the role identified in the proposal.

Please complete the attached EEO plan, provided as Appendix E, for the anticipated project team and firm.

H. Commitment to Inclusion of City of Buffalo Residents and Members of Historically Excluded Groups within Team

Clearly and concisely present how the CONSULTANT will incorporate City of Buffalo Residents and Members of Historically Excluded Groups, including but not limited to women and members of ethnic and racial minority groups within the project team and ensure that job opportunities within the project team are actively advertised to members of these groups as job openings occur throughout the duration of this project.

I. Commitment to Inclusion of Minority and Women Business Enterprises (M/WBE) and Disadvantaged Business Enterprises in Team

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 AUTHORITY projects shall be 30% total to include a minimum of 5% MBE participation and 5% WBE participation. CONSULTANT M/WBE must be certified by NYSDOL. Additionally, a goal of 20% DBE participation has been set for this contract. As part of the proposal, clearly and concisely state what steps the CONSULTANT will take to ensure that these goals will be met to the maximum extent possible. As part of this statement, the CONSULTANT shall specifically identify those meaningful roles for which M/WBEs and/or DBEs will be considered throughout the duration of the contract and how changes in the M/WBE and DBE plans will be communicated to THE AUTHORITY.

Both the MWBE and DBE Utilization Plans for this contract (Appendices E and F shall be included in this project proposal).

J. Company Profile

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

1. Name, mailing address, email address, telephone number and fax number of the primary contact person for firm;
2. A brief description of firm, number of years in business, major markets served, company history, relevant operating segments, primary vision and strategy, number of employees, office locations and any Joint Venture Partners;
3. Clearly state whether your main office/parent firm is currently licensed as an individual, partnership, or corporation to practice professional engineering in New York State.
4. State the number of employees in the firm. If a branch office will perform the work, indicate the size of the branch office.
5. Please complete the attached Appendix E: EEO Staffing Plan for the firm (Note: EEO Staffing Plan is required for both project team and firm).
6. List any current or anticipated commitments that may impact the project or use of the identified personnel proposed for this project.
7. Financial statement demonstrating your firm’s financial capacity to undertake and complete the project;
8. State any potential conflicts of interest. Include any employment or other relationship your firm has with regulating agencies, local municipalities, or any other entity, which may be perceived as a conflict of interest. Explain why any such conflicts of interest would not impact this project.
9. A copy of any resolution or some other form of 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;

K. Price Proposal

Six (6) hardcopies and one (1) USB Flash Drive containing an Adobe PDF version of the price proposal shall be submitted in one (1) sealed separate envelope. The price proposal shall be as indicated in Table 1 and 2 below. The price proposal for the purpose of this agreement is to furnish:

1. The fixed fee profit percentage and overhead rate for each phase as shown in Table 1.
2. The direct hourly rate for the prospective labor anticipated for any of these projects as shown in Table 2.

TABLE I: OVERHEAD AND FEE STRUCTURE

| | Fixed Fee Profit Percentage | Overhead Rate |
|-------------------------------------|------------------------------------|----------------------|
| Preliminary Design & Planning Phase | | |
| Design Phase | | |
| Construction Phase | | |
| Services During Construction | | |
| Resident Engineering Services | | |
| Start-Up Services | | |
| Miscellaneous Engineering | | |
| Subcontracted Work Tasks | | N/A |

TABLE 2: PROPOSED DIRECT WAGE RATES

| Job Title | Project Team Member | Phases Expected to be Involved | Direct Salary Rates | | | | | | | | | |
|-----------|---------------------|--------------------------------|---------------------|------|------|------|------|------|------|------|------|------|
| | | | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

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 |
|--|-------------------------|
| Cover Letter | 5% |
| Approach | 10% |
| Co-Location, Oversight, and Coordination Provisions | 10% |
| Public Participation Plan Provisions | 15% |
| Community Benefits Program | 15% |
| Experience and Professional Team Qualifications | 10% |
| Commitment to Inclusion of City of Buffalo Residents and Members of Historically Excluded Groups within Team | 10% |
| Commitment to Inclusion of M/WBEs and DBEs in team | 15% |
| 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. THE AUTHORITY'S RESERVATION 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. All submissions in response to this Request for Proposals that are not received by THE AUTHORITY by **3:00 PM ET on Monday August 14, 2023**, 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 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 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 Qualification 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 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 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 insureds 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.
- b. Comprehensive Automobile Liability Insurance including owned, hired and non-owned automobiles/ Bodily Injury and Property Damage in a combined single limit of at least \$2,000,000 each occurrence. A combined single limit of at least \$1,000,000 may be acceptable if CONSULTANT provides and maintains excess/umbrella liability insurance coverage in the Dollar coverage amount of at least \$4,000,000. The certificate of insurance for automobile liability insurance coverage shall name the Authority and the City as additional insureds.
- c. Excess/ Excess/Umbrella Liability Insurance coverage in at least the amount of \$3,000,000 naming the AUTHORITY and the City as additional insureds and as Certificate Holder.
- d. Workers Compensation and Employers Liability Insurance and Disability Insurance each to be evidenced on the New York forms and 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 an individual's age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
7. **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 AUTHORITY projects shall be 30% total to include a minimum of 5% MBE participation and 5% WBE participation. CONSULTANT M/WBE must be certified by NYSDOL.
 - 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. Searching Department of State database (ny.newnycontracts.com) and specifically soliciting all relevant M/WBEs by commodity code for each proposal submitted;
 - v. 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 (utilizing the latest revision to EFC's MWBE Utilization Plan form) for each specific project proposal to be undertaken under the term agreement.

9. **FIRST SOURCE:** In support of City of Buffalo First Source hiring policies, the selected CONSULTANT agrees that (i) in the hiring of any employees, subcontractor(s), or person(s) acting on behalf of the subcontractor, preference shall first be given to qualified persons who have resided in the City of Buffalo for at least six (6) consecutive months immediately prior to the commencement of their employment for the performance of work and (ii) the CONSULTANT and any subcontractor(s) will work towards ensuring a minimum residency goal of 30% of workforce to include qualified residents in the City of Buffalo.
10. **PUBLICATIONS:** CONSULTANT shall not make any news/press release, announcements, presentations, publication, or award application pertaining to this Agreement or the Services, or anything contained or referenced herein, without prior written approval from THE AUTHORITY. Any promotion pertaining to the Services or this Agreement may only be made in coordination with THE AUTHORITY. Unless otherwise directed in writing, THE AUTHORITY name and logo shall be prominently featured on all work products and promotional materials, printed and/or electronic. Unless otherwise directed in writing, CONSULTANT'S name and logo shall be subservient to THE AUTHORITY'S recognition and labeled as "prepared by" on all work products and promotional materials, printed and/or electronic.
11. **FREEDOM OF INFORMATION LAW:** THE AUTHORITY is subject to the provisions of Article 6 Section 89 of New York State Public Officer's Law, entitled the Freedom of Information Law. All submissions, in their entirety, submitted in response to this 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 qualification 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:** For all proposals for which the AUTHORITY indicates that funding administered by the New York State Environmental Facilities Corporation (EFC) may be utilized, the CONSULTANT shall demonstrate full compliance with the relevant Mandatory Terms and Conditions including, but not limited to, those regarding EEO, MWBE, and American Steel, Buy America Build America, SDVOB, and Federal Disadvantaged Business enterprise Regulations. The Mandatory State Revolving Fund Terms and Conditions for Contracts Funded with the NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund are available here: https://efc.ny.gov/system/files/documents/2023/05/srf-terms-and-conditions_2023_final.pdf

The Mandatory State Revolving Fund Equivalency Project Terms and Conditions are available here:

https://efc.ny.gov/system/files/documents/2023/05/equivalency-srf-terms-and-conditions_2023_final.pdf

Please note that compliance with both documents is anticipated for this contract.

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 D: STAFFING WORKSHEET

| Name | Degree(s) | License(s)/ Certification(s) | Area of Expertise | Length of Time with Proposing Company | Overall Years of Experience | Role for Projects Resulting From RFP | Anticipated % of Total RFP Project Time | Base Location | Hourly Rate |
|------|-----------|---------------------------------|----------------------|---|--------------------------------|--|---|---------------|-------------|
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**Total
project
time: 100%**

II. APPENDIX E: BUFFALO SEWER AUTHORITY EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

PRIME SUB CONSULTANT Name: _____ Project _____

CONSULTANT Address _____

Email: _____ Phone: _____

This report includes consultant'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: | | | | | | | | | | | | |