



# **Primary System Rehabilitation and Upgrades Construction Administration and Inspection**

*Request for Proposals (RFP)*

ISSUE DATE: Monday, September 11, 2023

QUESTIONS DUE: Monday, September 25, 2023 at 3:00 PM ET

**DUE DATE: Friday, October 20, 2023 at 11:00 AM ET**

# 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 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). As part of the approved LTCP, the AUTHORITY is committed to meet the Bird Island Wastewater Treatment Facility (WWTF) design peak capacity of 560 million gallons per day (MGD). The improvements were split into three projects with multiple contracts. The purpose of this Primary Treatment Renovation Project (Project) is to improve the existing primary treatment system and ensure capacity up to 160 MGD. The Bird Island WWTF primary treatment system includes four Primary Settling Tanks (PSTs), Sludge Pumping Station, and ancillary equipment. There will also be a new High Rate Disinfection pumping station constructed during the project. The project is expected to go out for bid in late November 2023. Construction is expected to last for a period of five years.

THE AUTHORITY is seeking proposals from qualified professional engineering consulting teams to work with THE AUTHORITY to provide construction administration and inspection for this project.

**Sealed submissions must be received by THE AUTHORITY no later than Friday, October 20, 2023 at 11:00 AM ET.** LEAD CONSULTANTS shall not submit more than one qualification package. Submissions shall be sealed and clearly labeled on front of package “Primary Treatment Renovation Construction Administration and Inspection” and delivered to:

**Timothy Blake  
BUFFALO SEWER AUTHORITY  
Administration Building  
90 West Ferry Street  
Buffalo, NY 14213**

CONSULTANTS are cautioned that THE AUTHORITY is not responsible for internet interruptions or slowdowns that inhibit timely upload by the CONSULTANT.

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.

<b><i>EVENT</i></b>	<b><i>DATE</i></b>	<b><i>TIME</i></b>
RFP Issue	September 11, 2023	
RFP Questions Due	September 25, 2023	
RFP Due Date	October 20, 2023	
Consultant Interviews	October 23, 2023	
CA/CI Award	November 1, 2023	
Construction and CA/CI Notice to Proceed	April 23, 2024	
Completion of Construction	December 26, 2028	

**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 comply 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 making contact with any AUTHORITY staff, other than the designated contact, about this procurement from the earliest notice of intent to solicit offers or “Requests for 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 designees 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 addresses listed in the Request for Proposals. No other communications with THE AUTHORITY's designees regarding the Request for Proposals are permitted during the procurement period.

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

**Timothy Blake, Capital Improvements**

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 Mr. Blake 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 Mr. Blake at [tblake@buffalosewer.org](mailto:tblake@buffalosewer.org) and **must be received no later than Monday, September 25, 2023 at 3:00 pm EST**. CONSULTANTS shall not communicate with THE AUTHORITY's designee via any other method or outside of the time set forth herein in regard to this RFP.

No questions will be accepted by phone. 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 addendums, 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 addendum 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.

One (1) original submission must be prepared on 8" X 11" letter size paper, printed double-sided, and bound on the long side. One (1) digital submission to a uniquely assigned OneDrive folder 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.

<b>ITEM</b>	<b>QUANTITY</b>	<b>FORMAT</b>
Hard Copies	One (4) original	Printed on 8" x 11" letter size paper, double sided and bound on long side
Digital Copy	One (1)	Adobe Portable Document Format (PDF) submitted through OneDrive link

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

## II. PROJECT OVERVIEW

### A. Introduction

THE AUTHORITY is seeking proposals from qualified professional engineers to provide engineering construction administration and inspection services for:

- 1) Primary Sludge Pump Building Overhaul
  - a) Pumps and process piping
  - b) Drainage
  - c) HVAC
  - d) Electrical Systems
    - i) MCC panels
    - ii) Lighting panels
    - iii) Transformers
    - iv) Other associated equipment
  - e) Controls Integration
  - f) Architectural and structural improvements
  - g) LED Lighting
  - h) Enhancements to meet OSHA and NFPA code.
- 2) Primary Sedimentation Tanks Rehabilitation (4)
  - a) Sludge and scum collection systems
  - b) Piping
  - c) Enhanced primary treatment for improved effluent maximizing 160 MGD.
  - d) Mechanical and structural improvements
  - e) Reinstall ferric chloride chemical dosing.
  - f) OSHA Safety through design improvements (handrails, toeboards)
- 3) High-Rate Disinfection
  - a) New building construction
  - b) Pumps and process piping
  - c) Chlorine contact system for high-rate disinfection of primary effluent
  - d) Connect discharge to Outfall 001
  - e) Tipping bucket installation
  - f) HVAC
  - g) Electrical Systems
    - i) MCC panels
    - ii) Lighting panels
    - iii) Transformers
    - iv) Other associated equipment
  - h) Controls Integration
  - i) LED Lighting
- 4) Primary Gate Chamber, Bypass and Outfall Structures
  - a) Bypass and flow control chamber overhaul
  - b) Outfall 001 rehabilitation
- 5) Removal of Existing Sodium Hypo Feed System
  - a) Maintain existing building for reuse for plant processes.
  - b) New sodium Hypochlorite storage and pump building
- 6) Odor Control Installation

## *B. Construction Administration*

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

- 1) Obtain from the contractor a construction schedule (and updated schedules as the project progresses) which shall indicate their complete operation as it pertains to this project and distribute said schedule to the Authority and any other relevant parties.
- 2) Provide services of a New York State licensed Professional Engineer and other engineers as needed, who will observe on a twice per week basis the construction to see that it conforms to the requirements of the plans and specifications.
- 3) Prepare a shop drawing submittal, review and acceptance schedule and distribute said schedule to the contractor(s), Authority, and other relevant parties.
- 4) Review and approve/disapprove shop drawings submitted by the contractor and manufacturer of equipment and affix to the shop drawings a stamp indicating the results of the review and distribute copies to the Authority, contractor(s) and other relevant parties.
- 5) Review the contractor's request for substitution of equipment and materials, inform the Authority of the request throughout the review process, obtain Authority consensus for any substitutions, and distribute a written summary of the request and decision to the contractor(s) and Authority.
- 7) Witness and/or review appropriate tests for materials and equipment as submitted by contractor and distribute results of said tests to the Authority.
- 8) Assemble all guarantees, warranties and similar items required by the contract documents and forward to the Authority.
- 9) Prepare an Operations and Maintenance (O&M) Manual in 8 ½" x 11" (with 22"x 34" drawings) paper and electronic formats for review by the Authority.
- 10) Assist the contractor and resident engineer in preparing bid breakdown for purposes of payment requisitions.
- 11) Review and make appropriate recommendations to the Authority with respect to contractor claims relating to a design change, differing site conditions and/or additional compensation due to alleged delays.
- 12) The Consultant shall perform parallel estimates to substantiate costs with respect to change order and/or cost breakdowns furnished by the contractor.
- 13) Advise, review and recommend, where applicable, any change order(s) to the contract that are in the best interest of the Authority or requested by the contractor.
- 14) Prepare and process, with the assistance of the Authority, all change orders.
- 15) Submit a daily e-mail update to the Authority of work completed on that date and work expected the next day.
- 16) Submit to the Authority a weekly summary of the work completed in the week, work planned for the upcoming week, and calling out any issues that require follow-up.
- 17) Organize and chair bi-weekly construction progress/coordination meetings with the Authority, Contractor, and other concerned parties.
- 18) Prepare and distribute minutes of the progress/coordination meetings to concerned parties.
- 19) Issue supplemental drawings to further explain the intent of the plans and specifications when necessary.
- 20) Prepare and distribute all field clarifications, memos and bulletins that may be required.
- 21) Attend project related meetings as requested by the Authority.
- 22) Make recommendations to the Authority pertaining to special consultants.
- 23) Cooperate with all affected parties.
- 24) Review retention money clauses of contracts and make recommendations to the Authority with respect to release of any retained funds.
- 25) Receive, review and forward to the Authority with recommendations, all relevant documents such as release of liens, claims, etc.
- 26) Establish procedures and coordinate arrangements between the Authority and the contractors with respect to the start-up of constructed facilities.

- 27) Provide services to assist the contractors and resident engineer in checking out the complete facilities for ready-to-serve status and commencement of testing.
- 28) Maintain an accurate record of all design changes made during construction. Furnish and provide two (2) complete sets of record drawings, prepared on 22" x 34" bonded paper and in pdf format and electronic copies of the modified AutoCAD design file.
- 29) Conduct a three-dimensional inspection of the completed work and supply to the Authority a three-dimensional model of the completed system.
- 30) Certify at the completion of the project that the facilities have been built and are operating in accordance with the plans/specifications for the project.
- 31) Attend and present project details at public outreach events as directed by the Authority.
- 32) Track and confirm compliance with Clean Water State Revolving Fund requirements throughout course of project including Minority and Women Business Enterprise and women and minority workforce goals.

### *C. Construction Inspection*

1. Provide an on-site resident engineer and assistants (as needed) to coordinate the day-to-day construction.
2. Continuously monitor the approved construction schedules and provide updated information to the Authority.
3. Act as the Authority's advisor and liaison and coordinate the activities of all contractors in accordance with the construction schedule approved by all parties.
4. Provide continuous coordination with the Authority's staff as to progress and assure minimal impacts of construction on facility operations.
5. Maintain a shop drawings acceptance schedule on a daily basis.
6. Regulate use of site and building area with respect to storage of materials, temporary offices, storage sheds, parking, traffic control, etc.
7. Monitor the daily performance of the contractor to ensure compliance with the plans, specifications and applicable permits.
8. Inspect material/equipment deliveries to the job site to ensure compliance with the approved shop drawings.
9. Prepare daily inspection reports which describe, in detail, the contractor's performance for that particular day.
10. Monitor the contractor's operation to assure proper erosion and sediment control practices are maintained (especially, but not limited to in regard to drying of grit prior to off-site disposal).
11. Review contractor's estimates and prepare parallel monthly construction pay estimates which indicate the construction completed to date.
12. Coordinate and witness the final testing of the in place improvements as required by the contract specifications.
13. Maintain a detailed daily journal of all on-site activities and visitors.
14. Take progress photos throughout the course of construction and incorporate into inspection reports.
15. Maintain complete and accurate job records of all correspondence, memoranda, supplemental drawings, field clarification memos, change orders, shop drawings, etc.
16. Cooperate with all affected parties.
17. Monitor cleanup activities of all contractors and coordinate such activities with provisions in the respective contract documents.
18. Prepare punch-lists and monitor contractor's activities as required.



#### *D. Start-Up Services*

Provide services to assist the Authority with understanding the operational features of the completed facilities. The Consultant shall provide and schedule training services of Authority personnel in the maintenance and operation of the facilities. The Consultant will also be responsible for providing all warranties and operations and maintenance documents to the Authority in both hard copy and electronic formats. For planning purposes, it should be assumed that five training sessions will be required for maintenance and operation for each element of the completed facility.

#### *E. Grant/Loan Proposal Services*

**1. The CONSULTANT shall also provide grant/loan proposal services to assist THE AUTHORITY in applying for New York**

- a. State Environmental Facilities/ New York State Department of Environmental Conservation and other grant/loan funding for this project.
- b. These services shall include:
  - i. Attending pre-proposal webinars.
  - ii. Drafting proposals and assembling proposal packages.
  - iii. Draft application for DEC and EPA financial implements

### **III. 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. Timeframe for completion;
3. BUFFALO SEWER 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. Experience*

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

1. Client name, address, contact person name, telephone, and email address;
2. Project name and location;
3. Description of services provided similar to the services outlined in this Request for Qualifications;
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.

### *D. Professional Team*

Present specific expertise and how the CONSULTANT's qualifications would best serve THE AUTHORITY. Include a description of the proposed individuals that will perform the required tasks/scope of work for this project on the STAFFING WORKSHEET 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 A.

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

### *E. Company Profile*

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

1. Name, mailing address, email address, telephone number and fax number of the primary contact person for firm;
2. A brief description of firm, number of years in business, major markets served, company history, relevant operating segments, primary vision and strategy, number of employees, office locations and any Joint Venture Partners;
3. Clearly state whether your main office/parent firm is currently licensed as an individual, partnership, or corporation to practice professional engineering in New York State.
4. State the number of employees in the firm. If a branch office will perform the work, indicate the size of the branch office.
5. Please complete the attached Appendix B: 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 THE AUTHORITY, signed by a Chief Executive Officer, Corporate Secretary, or managing partners, which lists the specific officers who are authorized to execute agreements on behalf of the CONSULTANT;

#### *F. Cost Proposal*

One (1) original price proposal must be prepared on 8" X 11" letter size paper, printed double-sided, and bound on the long side submitted in a separate sealed envelope. One (1) digital submission to OneDrive containing an Adobe Portable Document Format (PDF). The price proposal shall be as indicated in Appendix C.

#### IV. 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:

<b>CRITERIA</b>	<b>ESTIMATED WEIGHT</b>
Demonstrated understanding of project requirements	15%
Technical and creative quality of proposed approach	15%
Proposed schedule	5%
Experience with comparable projects	20%
Professional team organization and expertise	15%
Minorities and Women as percentage of professional team	20%
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.

## V. 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. Any and all submissions in response to this Request for Proposals that are not received by THE AUTHORITY by **11:00 AM on Friday, October 20, 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 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.

## VI. 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 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 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 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 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. A combined single limit of \$1,000,000 may be acceptable if CONSULTANT provides and maintains excess/umbrella liability insurance coverage in the amount of at least \$4,000,000. The certificate of insurance for automobile insurance coverage shall name THE AUTHORITY and the City of Buffalo as additional insured.
- c. Excess/Umbrella Liability Insurance coverage in at least the amount of \$3,000,000.
- d. Workers Compensation and Employers Liability Insurance in compliance with the applicable state and federal laws.
- e. Architects and/or Engineers Professional Liability Insurance affording professional liability insurance coverage in at least the amount of \$2,000,000 each occurrence/claim, subject to \$2,000,000 annual aggregate.

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

6. **NON-DISCRIMINATION:** The CONSULTANT shall not discriminate against any employee or applicant for employment because of 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 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 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 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/bid-packets>. You are hereby notified that in addition to the MWBE participation goal required by EFC, BUFFALO SEWER has a minimum 5% participation goal for MBEs, a minimum 5% participation goal for WBEs, and a combined M/WBE participation goal of 30%.

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

Name	Degree	License/ Certifications	Area of Expertise	Length of Time With Proposing Company	Overall Years of Experience	Role for Projects Resulting From RFP	Anticipated % of Project Time Working on Projects From This RFP	Base Location	Hourly Rate

**Total  
project  
time:      100%**

## APPENDIX B: 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:											

### APPENDIX C: COST PROPOSAL

Deliverable	Not to Succeed Fee
Construction Contract Administration	
Resident Inspection	
Start-up Services	
Total	