

# BUFFALO

## SEWER AUTHORITY

### Sidney-Lark and Edison-Martha Offline Storage Tanks

*Request for Proposals*

ISSUE DATE: Friday, January 31, 2025

PRE-PROPOSAL MEETING: Tuesday, February 11, 2025, at 01:00 PM ET

QUESTIONS DUE: Tuesday, February 18, 2025, at 3:00 PM ET

**DUE DATE: Tuesday, March 4, 2025, at 10:00 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 of Buffalo. THE AUTHORITY is responsible for the sanitary wastewater and stormwater collection and treatment system within the City of Buffalo.

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

On March 18, 2014, THE AUTHORITY’S combined Sewer overflow Long Term Control Plan (LTCP), , was approved by the New York State Department of Environmental Conservation (NYSDEC) and the United States Environmental Protection Agency (USEPA). In 2021, after an updated model was approved by USEPA and NYSDEC, it was determined that the projects within the LTCP would not upon completion meet the activation goals as specified in the 2014 LTCP. That is, if all projects in the 2014 LTCP were completed, the level of control required would not be attained for several waterbodies and additional work would still be required. The 2023 updated LTCP Optimization Selected Alternative identified the additional necessary projects.

The purpose of the LTCP, now known as the Queen City Clean Waters (QCCW) Initiative, is to reduce combined sewer overflow (CSO) activation within the existing collection system and to alleviate overall influent flow to the WWTF.

The Sidney-Lark Offline Storage Tank project is located at the intersection of Sidney Street and Lark Street in the City of Buffalo. It is one of a series of coordinated real-time control (RTC) sites that use smart logic to optimize available inline storage and conveyance capacity within the collection system, including overflow lines (referred to as outfall storage) and combined sewers.

The Edison-Martha Offline Storage Tank project is located off the intersection of Edison Avenue and Martha Avenue, within Roosevelt Park in the City of Buffalo. It is one of a series of coordinated real-time control (RTC) sites that use smart logic, to optimize new off-line storage and existing conveyance capacity within the collection system.

THE AUTHORITY is seeking proposals from professional engineering consulting teams (CONSULTANTS) to provide design engineering services, construction contract bid phase services for one or both projects. If the CONSULTANT submits a proposal on both projects, they shall demonstrate adequate staffing resources to complete the work.

**Sealed submissions must be received by THE AUTHORITY no later than Tuesday, March 4, 2025, at 10:00 AM ET.** LEAD CONSULTANTS shall not submit more than one qualification package. Submissions shall be sealed and clearly labeled on front of package “Sidney Lark and Edison Martha Offline Storage Tanks” and delivered/transmitted to:

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

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

**C. Proposed Schedule**

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

Event	Date	Time
RFP Issue	Tuesday, January 28, 2025	N/A
Pre-Proposal Meeting	Tuesday, February 11, 2025	1:00 PM ET
RFP Questions Due	Tuesday, February 18, 2025	3:00 PM ET
<b>RFP Due Date</b>	<b>Tuesday, March 4, 2025</b>	<b>10:00 AM ET</b>
Interviews with Consultants	Monday, March 24, 2025	N/A
Consultant Award	Wednesday, May 28, 2025	N/A
Notice to Proceed for Design	Monday, July 28, 2025	N/A
Completion of Design	Friday, November 20, 2026	N/A

**D. Pre-Proposal Conference Information**

When:	Tuesday, February 11, 2025 at 1:00pm EST
Where:	<p><b>Microsoft Teams</b>  <a href="#">Join on your computer, mobile app, or room device</a>                      Meeting ID: 242 408 583 98                      Passcode: 5Pz3Qt9x</p> <p><b>Dial in by phone</b>  <a href="#">+1 646-902-9990,,486398808#</a> United States, New York City  <a href="#">(855) 336-8809,,486398808#</a> United States (Toll-free)                      Phone conference ID: 486 398 808#</p>

**E. Request for Proposals Review, Additional Information, and Questions**

Each CONSULTANT is responsible for carefully examining this RFP 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 RFP. 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 RFP.

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 RFP shall be directed to THE AUTHORITY designees only. Any impermissible contact with any other CONSULTANT regarding the RFP 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 RFP are permitted during the procurement period.

**For purposes of this solicitation, the designated contact shall be:  
Rosaleen B. Nogle, PE, BCEE, BC WRE Principal Sanitary Engineer.**

All entities interested in responding to this 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](mailto:rnogle@buffalosewer.org) and must be received no later than **Tuesday, February 18, 2025 at 3:00 pm EST**. CONSULTANTS shall not communicate with THE AUTHORITY’S designee via any other method or outside of the time period set forth herein in regard to this RFP.

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

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

#### **F. Addenda and Modifications**

THE AUTHORITY reserves the right, in its sole discretion, to amend this RFP 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 RFP, 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 incorporated as part of this RFP as if they were originally set forth in them. 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 RFP, 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 RFP must be considered in preparing submissions. All other contacts that a CONSULTANT may have had before or after receipt of this RFP 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 RFP should be disregarded in preparing responses.

**G. Contract Packaging and Submission Format**

The work is divided into two Contracts, A and B. CONSULTANTS may propose on either Contract A, Contract B, or both (Contract C). A single proposal is required for either option.

- Contract A – Sidney-Lark OLS (two alternative designs)
- Contract B – Edison-Martha OLS
- Contract C – Proposals for both Contracts A and B

Detailed information on both contracts can be found below in Section II.

If the CONSULTANT chooses to propose under Contract C, they shall demonstrate adequate resources and staffing to complete the work herein. The CONSULTANT shall understand the AUTHORITY has the right to award Contract A, Contract B, or both to CONSULTANTS proposing under Contract C.

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

One (1) digital submission to OneDrive containing a Portable Document Format (PDF) version of all materials must also be provided. Individual drives will be sent separately once candidates confirm their interest in submitting a proposal. One Drive Folder (requests for folders must be received by Rosaleen Nogle, PE, BCEE, BC WRE by Tuesday, February 18, 2025, at [rnogle@buffalosewer.org](mailto:rnogle@buffalosewer.org) Each page of the submission must be numbered so it can be uniquely identified. Legibility, clarity and completeness are required.

Item	Quantity	Format
Digital Copy	One (1)	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 OVERVIEWS

### A. General Introduction

THE AUTHORITY invites the CONSULTANT to submit proposals that demonstrate their capability to deliver these essential infrastructure projects on time and within budget. Proposals should include detailed approach, timelines, and cost estimates, as well as evidence of relevant experience and expertise.

General design documents have been prepared to facilitate the RFP for both projects and shall be included herein via appendices as follows:

1. CSO Storage Tank Flushing Design Guide Memo (Appendix A)
2. Program Management Team BIM Plan (Appendix B)
3. Survey files shall be provided upon award

### B. Contract A – Overview of Sidney-Lark OLS

The Sidney-Lark project aims to enhance the city's wastewater management infrastructure by constructing a state-of-the-art storage tank, or real time control structure. This project is a critical component of our ongoing efforts to improve water quality, reduce overflow incidents, and ensure compliance with environmental regulations.

The scope of work includes the construction of the storage tank or real time control structure, associated piping, and necessary support structures. Additionally, the project will involve the integration of advanced monitoring and control systems to optimize performance and reliability. Project specific preliminary design documents have been prepared to facilitate the RFP and shall be included herein via appendices as follows:

1. Preliminary Engineering Report – Sidney OLS (Appendix C)
2. Environmental Screening Memo – Sidney OLS (Appendix D)
3. Subsurface Investigation and Geotechnical Evaluation – Sidney OLS (Appendix E)
4. 30% Design Table of Contents and Guide Specifications (Appendix F)
5. 30% Design Drawings – Sidney OLS (Appendix G)
6. 30% Design Considerations and Assumptions – Sidney OLS (Appendix H)

These materials were developed for the purposes of establishing design intent, coordinating with stakeholders and regulators, and for approximating project schedule and cost. The selected consultant shall rely on these materials for the purposes of informing the development of final design documents, management of the work to conform with schedule and budget, and to deliver on intent. Consultant shall develop additional reports and gather additional data as needed to complete final design and accept design responsibility.

The AUTHORITY's Program Manager Team will maintain responsibility for the AUTHORITY's hydraulic model and will run updates as needed by the selected Consultant to support the design. Consultant shall request model run results no later than 30 days prior to the date needed to know the results. Such requests shall be made in writing to the AUTHORITY. Model run results will be delivered in a technical memorandum format.

**C. Contract A – Sidney-Lark OLS Scope of Work**

**Alternative 1 – Offline Storage Tank (OLS)**

The Sidney OLS Tank will be an underground, offline concrete storage tank capable of storing up to approximately one million gallons of combined sewer flow. The Sidney OLS will be located at the northwest corner of Sidney Street and Lark Street on properties owned by the City of Buffalo. The dimensions of the OLS tank will be approximately 110-feet by 130-feet. The design includes the addition of a new 48” gravity sewer running east from the Humboldt Parkway Sewer for the OLS tank influent, and a 36” gravity sewer running north on Lark Street for the tank effluent. The tank effluent sewer will connect to the Scajaquada Tunnel Interceptor via drop shaft approximately 400 linear feet south of the intersection of Northland Avenue and Lark Street at a depth of approximately 35 to 40 feet below grade.

Due to the depth of the existing sewer and proximity to residences, a micro-tunneling operation shall be required. The OLS tank would store combined sewer flow diverted during a storm event and then release the combined sewer flow when there is available capacity in the Scajaquada Tunnel Interceptor. The location was selected because of the ability to dewater the new OLS tank by gravity into the Scajaquada Tunnel Interceptor.

The design of the OLS tank system shall include, but not be limited to, the following features:

- Cast in place diversion chamber
- Maintenance access to the tank
- A tank cleaning mechanism such as tipping buckets
- Tank ventilation
- An odor control system
- Tank monitoring and control systems for automated operation and maintenance – remote monitoring
- Civil site improvements (stormwater management, landscaping, erosion and sediment control, water main replacement)
- Utility building
- An anti-buoyancy system as needed
- All necessary water-tight tie-ins/connections to the existing sewer system
- Maintenance of traffic
- Mirco-tunneling
- Drop shaft

**Alternative 2 – Real Time Control Structure (RTC)**

The Sidney RTC will be an underground control structure with an interconnection between the Humboldt Parkway Sewer and the Scajaquada Tunnel Interceptor. The Sidney RTC will be located at the intersection of Humboldt Parkway and Sidney Street, utilizing properties owned by the City of Buffalo at the intersection of Sidney Street and Lark Street to house electrical components. The design includes the addition of a new 48” gravity sewer running east from the Humboldt Parkway Sewer, running north on Lark Street to complete the interconnection. The proposed sewer will connect to the Scajaquada Tunnel Interceptor via drop shaft approximately 400 linear feet south of the intersection of Northland Avenue and Lark Street at a depth of approximately 35 to 40 feet below grade. The proposed sewer installation is anticipated to be installed via open cut. The RTC



would contain a modulating gate connected to SCADA to balance flow between Humboldt Parkway Sewer and the Scajaquada Tunnel Interceptor during rain events. The design of the RTC shall include but not be limited to the following features:

- Cast in place diversion chamber
- Remote monitoring and control systems for automated operation and maintenance
- Civil-site improvements (stormwater management, landscaping, erosion and sediment control, water main replacement)
- Exterior electrical control panels
- All necessary water-tight tie-ins/connections to the existing sewer system
- Maintenance of traffic
- Drop Shaft

#### **D. Contract B – Overview of Edison-Martha OLS**

The Edison Martha Offline Storage (OLS) Tank project aims to enhance the city's wastewater management infrastructure by constructing a state-of-the-art storage tank. This project is a critical component of our ongoing efforts to improve water quality, reduce overflow incidents, and ensure compliance with environmental regulations.

The scope of work includes the construction of the storage tank, associated piping, and necessary support structures. Additionally, the project will involve the integration of advanced monitoring and control systems to optimize performance and reliability.

Project specific preliminary design documents have been prepared to facilitate the RFP and shall be included herein via appendices as follows:

1. Preliminary Engineering Report – Edison Martha OLS (Appendix I)
2. Environmental Screening Memo – Edison Martha OLS (Appendix J)
3. Subsurface Investigation and Geotechnical Evaluation – Edison Martha OLS (Appendix K)
4. 30% Design Table of Contents and Guide Specifications (Appendix L)
5. 30% Design Drawings – Edison Martha OLS (Appendix M)
6. 30% Design Considerations and Assumptions – Edison Martha OLS (Appendix N)
7. These materials were developed for the purposes of establishing design intent, coordinating with stakeholders and regulators, and for approximating project schedule and cost. The selected consultant shall rely on these materials for the purposes of informing the development of final design documents, management of the work to conform with schedule and budget, and to deliver on intent. CONSULTANT shall develop additional reports and gather additional data as needed to complete final design and accept design responsibility.

The AUTHORITY's Program Manager Team will maintain responsibility for the AUTHORITY's hydraulic model and will run updates as needed by the selected CONSULTANT to support the design. CONSULTANT shall request model run results no later than 30 days prior to the date needed to know the results. Such requests shall be made in writing to the AUTHORITY. Model run results will be delivered in a technical memorandum format.

**E. Contract B – Edison-Martha OLS Scope of Work**

The Edison Martha OLS Tank will be an underground, offline concrete storage tank capable of storing up to 2.61 million gallons of combined sewer flow for the purpose of relieving the Edison Avenue Storm Relief Sewer, downstream Kensington Expressway Sewer at Edison Avenue, and Scajaquada Tunnel Interceptor during wet weather events to reduce CSO discharges to the Scajaquada Tunnel from SPP340, and appurtenant systems. Additional project information has been developed and is included as Appendix I – Preliminary Engineering Report. The Edison Martha OLS will be located at the corner of Edison Avenue and Kensington Expressway on property owned by the City of Buffalo. This Project is adjacent to the existing Charter of Inquiry School and within the footprint of the City of Buffalo’s Roosevelt Playground. THE CONSULTANT shall prepare designs to minimize impact to the operations of these facilities during construction and resulting from the completion of construction and operational needs of the facility. The OLS is proposed to be located in the boundary of the Park and shall be below grade, with access points into the OLS minimized to the extent practical. Coordinate the needs for maintenance of the OLS and OLS flushing system components with BSA and City Parks during design development and secure approval of layout, access, roadway, and fencing concepts from City Parks. Coordinate with the Charter School during design development to incorporate school activities continuity and minimization to operations during construction and after, during operation.

The dimensions of the OLS tank will be approximately 130-feet by 336-feet. The design also includes an associated diversion structure in Edison Avenue and tank inlet and outlet sewers near the northwest corner of Edison Avenue and Kensington Expressway. The OLS tank would store combined sewer flow diverted during a storm event and then release the combined sewer flow when there is available capacity in the Scajaquada Tunnel Interceptor. The location was selected because of the ability to dewater the new OLS tank by gravity into the Scajaquada Tunnel Interceptor.

The design of the OLS tank system shall include but not be limited to the following features:

- Maintenance access to the tank
- A tank cleaning mechanism such as tipping buckets
- Tank ventilation
- An odor control system
- Tank monitoring and control systems for automated operation and maintenance – remote monitoring
- Civil site improvements (stormwater management, landscaping, erosion and sediment control, water main replacement)
- Geotechnical
- Utility building
- An anti-buoyancy system as needed
- All necessary water-tight tie-ins/connections to the existing sewer system
- Maintenance of traffic

**F. Design Services Schedule**

The proposal shall address the CONSULTANT’S approach to providing plans, specifications, and opinion of probable construction costs (OPCC) according to the schedule of:

60% Design Plans, Specifications, and OPCC	Monday, January 12, 2026
90% Design Plans, Specifications, and OPCC	Friday, June 5, 2026
Final Construction Documents and OPCC	Friday, November 20, 2026

The CONSULTANT shall coordinate designs, including pre-construction utility coordination, with all stakeholders and obtain necessary design phase permits. The CONSULTANT shall be responsible for coordinating with BSA to secure all easements for the project.

Detailed design requirements are provided in Appendix O.

**G. Bidding Services**

In addition to design services, the CONSULTANT shall provide the following construction contract bidding services:

1. Prepare copies of plans and specifications for bidders for bidding through a document services provider. THE AUTHORITY has used Avalon Document Services for past projects.
2. Coordinate with THE AUTHORITY and the document services provider during preparation of public bid process.
3. Conduct pre-bid meeting.
4. Respond to bidders’ questions during bidding period.
5. Prepare tabulation of bids.
6. Review bids and provide Recommendation on Award.
7. Conduct pre-award conference with low bidder.
8. Any other bidding services, as necessary

**H. Grant/Loan Proposal Services**

This project will be funded utilizing a Clean Water State Revolving Fund (CWSRF). If federal/loan grant funding becomes available CONSULTANT shall also provide grant/loan proposal services to assist THE AUTHORITY in applying for New York State Environmental Facilities Corporation / New York State Department of Environmental Conservation and other grant/loan funding for this project.

These services shall include:

1. Attending pre-proposal webinars
2. Drafting proposals and assembling proposal packages

**I. Public Participation / Community Engagement**

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.

In-person meetings are expected to be held in coordination with the respective City of Buffalo Council District offices, community-based organizations, 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.

It is expected that a joint AUTHORITY-CONSULTANT team, facilitated by the AUTHORITY'S Program Management Team (PMT) Community Engagement Consultant, will be available to address community questions during these events 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. The CONSULTANT will coordinate and work with the PMT on community engagement and project informational materials.

#### **J. Community Partnership Program**

THE AUTHORITY is committed to the goal of advancing an inclusive and comprehensive community benefits program to create a meaningful and positive impact within the communities and neighborhoods served by the AUTHORITY by creating an avenue for community partnerships to form with consultants and contractors of the AUTHORITY. 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 Partnership Program (CPP) is designed to deliver long-lasting positive economic, environmental, and social impacts in our service area under the following categories: (1) Economic Development, (2) Education, (3) Public and Environmental health, and (4) Workforce Development

Through local partnerships, volunteering, and financial contributions, our goal is to grow a workforce talent pipeline that supports Buffalo Sewer's core services and ensures City of Buffalo residents experience public benefits, including opportunities for generational wealth creation, workforce/business development, education, and improved environmental health.

THE AUTHORITY'S Community Benefits Program will provide an opportunity for its contractors to engage in corporate social responsibility supporting our communities.

In addressing the voluntary Community Partnership 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 a specific commitment to a community partnership to ensure that a meaningful Community Partnership Program is incorporated into this contract.

The AUTHORITY is in the process of finalizing criteria for qualifying Beneficiaries (community partners).

### **III. REQUIRED CONTENT AND FORMAT**

To create a platform for fair and uniform consideration of responses, please provide the following materials in the order listed below. Submissions should be prepared simply and provide a straightforward, concise delineation of the CONSULTANT'S capabilities and description of the offer to meet the requirements of this 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. THE AUTHORITY'S contract requirements: Submission of the letter shall constitute a representation by the CONSULTANT that it is willing and able to perform the services described in this RFP 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 RFP.
4. Identify services, if any, that were subcontracted, and to what other company(ies).
5. Total dollar value of the contract.
6. Contract term (start and expiration).
7. Actual completion date.
8. CONSULTANT personnel that worked on that project.

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

#### **D. Professional Team**

Present specific expertise and how the CONSULTANT'S qualifications would best serve THE AUTHORITY. Include a description of the proposed individuals that will perform the required tasks/scope of work for this project on the STAFFING WORKSHEET, provided as Appendix P, 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 percent (%) of project time working on projects from this RFP
10. Base location (local facility, as applicable)

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

Please complete the attached EEO plan, provided as Appendix Q, 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 Q: Buffalo Sewer Authority EEO Staffing Demographics Form for the firm (**Note: EEO Staffing Plan is required for both project team and firm**).
6. List any current or anticipated commitments that may impact the project or use of the identified personnel proposed for this project.
7. Financial statement demonstrating your firm's financial capacity to undertake and complete the project.
8. State any potential conflicts of interest. Include any employment or other relationship your firm has with regulating agencies, local municipalities, or any other entity, which may be

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

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

**F. Cost Proposal**

One (1) original price proposal must be prepared for digital submission to OneDrive containing a Portable Document Format (PDF). The cost proposal shall be as indicated in Appendix R.

**IV. EVALUATION AND SELECTION PROCESS**

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

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

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

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

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

## **V. THE AUTHORITY'S RESERVATION OF RIGHTS**

Upon submission in response to this 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 10:00 AM on Tuesday, March 4, 2025, shall be rejected and not subject to consideration.
9. Neither THE AUTHORITY, nor its officers, officials nor employees shall be liable for any claims or damages resulting from the solicitation, preparation or delivery of any submission(s) in response to this Request for Proposals.

THE AUTHORITY reserves the unilateral right, in its sole discretion, to make and to accordingly exercise the following rights and options regarding this Request for Proposal 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 a submission or submissions based on 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 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 or Agreement to be negotiated, if a CONSULTANT is selected as a result of this RFP process, shall be entered into by and between the CONSULTANT and THE AUTHORITY and shall contain but shall not be limited to certain provisions included in this RFP as determined by THE AUTHORITY and as follows in this Section **VI CONTRACT REQUIREMENTS**.
2. **PROJECT DELIVERABLES:** It is understood and agreed that all drawings, specifications, records, data and maps shall become property of THE AUTHORITY. The CONSULTANT shall deliver such records to THE AUTHORITY as it may request and upon payment of current amounts due under this Agreement. It is understood and agreed that all instruments of professional services developed under said Agreement are the property of THE AUTHORITY. THE AUTHORITY reserves the right to modify, expand and adapt said instruments consistent with the intended design objectives. The CONSULTANT shall deliver such records to THE AUTHORITY as it may request and upon payment of current amount due under this Agreement. It is further understood and agreed that existing technical data, pertaining to a specific assignment, shall be made available to the CONSULTANT by THE AUTHORITY.
3. **INDEMNITY OF AUTHORITY:** The CONSULTANT shall and will defend, indemnify and at all times save harmless THE AUTHORITY and the CITY OF BUFFALO (CITY), and their respective officers and employees from and against all claims, suits, actions, damages, losses and costs of every name and description to which THE AUTHORITY and or the CITY may be subjected or put by reason of damage to any property whatsoever and or by reason of any injury to any person whatsoever, and or damage to the property of THE AUTHORITY or of the CITY arising out of and or in any way in connection with the work and or services performed by the CONSULTANT, and or resulting from the negligence or carelessness, active or passive of the CONSULTANT, and or the joint negligence, active or passive, of the

CONSULTANT and others, or their employees, agents and or subcontractors, in the performance of any service and or work performed by or for CONSULTANT related to this Agreement. The provisions of this section shall survive the expiration and or termination of this Agreement; and shall not be limited by reason of any insurance coverage provided hereunder and or by the limits of any insurance coverage requirements; and shall be separate and independent of any other requirements of this Agreement.

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

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

Bodily Injury and Property Damage for a combined single limit coverage of no less than \$2,000,000 each occurrence. A combined single limit coverage of no less than \$1,000,000 may be acceptable if CONSULTANT provides and maintains excess/umbrella liability insurance coverage in the amount of no less than \$6,000,000. The certificate of insurance evidencing such automobile / vehicular liability insurance coverage shall name THE AUTHORITY and the CITY each as an additional insured and as Certificate Holder.

- c. Excess/Umbrella Liability Insurance in at least the coverage amount of \$5,000,000. The certificate of insurance for Excess/Umbrella Liability insurance coverage shall name THE AUTHORITY and the CITY each as an additional insured and as Certificate Holder.
- d. Workers Compensation Insurance and Disability Insurance both to be evidenced on the respective New York forms each showing THE AUTHORITY and the CITY as a Certificate Holder.
- e. Architects and/or Engineers Professional Liability Insurance affording professional liability insurance in the coverage amount of no less than \$5,000,000.

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

- 6. **NON-DISCRIMINATION:** The CONSULTANT shall not discriminate against any employee or applicant for employment because of an individual's age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 7. **EQUAL EMPLOYMENT OPPORTUNITY:** THE AUTHORITY encourages our contracting partners to adopt business methods and models that foster and result in a equal employment opportunities for all. CONSULTANT shall provide a copy of their Equal Employment Opportunity Policy (EEO) and complete the provided Equal Employment Opportunity Staffing Plan. The CONSULTANT shall use good faith efforts to achieve the utilization of minority group members, women and other disadvantaged workforce members consistent the City of Buffalo Code § 96-13 (F); Article 15A of NYS Executive Law; and federal Equal Employment Opportunity and Disadvantaged Business Enterprise laws, where applicable.
- 8. **CONTRACTING WITH MINORITY AND WOMEN BUSINESS ENTERPRISES (M/WBE) AND DISADVANTAGED BUSINESS ENTERPRISES (DBE):** THE AUTHORITY requires the CONSULTANT to take affirmative steps to select certified small business enterprises, including minority and women business enterprise firms and disadvantaged business enterprise firms as subcontractors. The M/WBE goal for AUTHORITY projects shall be 30%

total to include a minimum of 5% MBE participation and 5% WBE participation. DBE requirements may also apply, depending on the project federal/state funding source. CONSULTANT D/M/WBEs must be certified by New York State (NYS).

- a. THE AUTHORITY and CONSULTANT will take all necessary affirmative steps to assure that minority, women, and disadvantaged business enterprises are used when possible.
- b. Affirmative steps shall include:
  - i. Placing qualified small minority businesses and women business enterprises on solicitation lists.
  - ii. Assuring that small minority businesses, and women business enterprises are solicited whenever they are potential sources.
  - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small minority business, and women's business enterprises.
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.

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

9. **FIRST SOURCE:** In support of City of Buffalo First Source hiring policies, the selected Consultant agrees that (i) in the hiring of any employees, subcontractor(s), or person(s) acting on behalf of the subcontractor, preference shall first be given to qualified persons who have resided in the City of Buffalo for at least six (6) consecutive months immediately prior to the commencement of their employment for the performance of work and (ii) the Consultant and any subcontractor(s) will work towards ensuring a minimum residency goal of 30% of workforce to include qualified residents in the City of Buffalo.
10. **PUBLICATIONS:** CONSULTANT shall not make any news/press release, announcements, presentations, publication, or award application pertaining to this Agreement or the Services, or anything contained or referenced herein, without prior written approval from THE AUTHORITY. Any promotion pertaining to the Services, or this Agreement may only be made in coordination with THE AUTHORITY. Unless otherwise directed in writing, THE AUTHORITY name and logo shall be prominently featured on all work products and promotional materials, printed and/or electronic. Unless otherwise directed in writing, CONSULTANT'S name and logo shall be subservient to THE AUTHORITY's recognition and labeled as "prepared by" on all work products and promotional materials, printed and/or electronic.
11. **FREEDOM OF INFORMATION LAW:** THE AUTHORITY is subject to the provisions of Article 6 Section 89 of New York State Public Officer's Law, entitled the Freedom of Information Law. All submissions, in their entirety, submitted in response to this 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 terms and conditions mandated by the New York State Clean Water State Revolving Fund program, administered by the New York State Environmental Facilities Corporation. THE AUTHORITY may seek funding from the New York State Environmental Facilities Corporation (EFC) for both the design and construction of these structures and the consultant’s submission shall reflect EFC requirements including, but not limited to, those regarding EEO, MWBE, and American Steel, and Federal Disadvantaged Business Enterprise Regulations. The complete Bid Packet for Non-construction Contracts is available online at <https://www.efc.ny.gov/bid-packets>. You are hereby notified that in addition to the MWBE participation goal required by EFC, BUFFALO SEWER has a minimum 5% participation goal for MBEs, a minimum 5% participation goal for WBEs, and a combined M/WBE participation goal of 30%. Complete worksheets provided in Appendix S, DBE Plan and Appendix T, MWBE Plan.
  
13. **GENERAL COMPLIANCE:** The successful CONSULTANT agrees to comply with all applicable Federal, State and local laws and regulations governing the services to be solicited under this Request for Proposal.

## **APPENDIX A: CSO Storage Tank Flushing Design Guide Memorandum**

## **Appendix B: Program Management Team BIM Plan**

## **APPENDIX C: CSO053\_1.4 Sidney Offline Storage (OLS) Tank Preliminary Engineering Report**



## **APPENDIX D: Sidney-Lark OLS Environmental Screening Memorandum**

## **APPENDIX E: Sidney-Lark OLS Subsurface Investigation and Geotechnical Evaluation**

## **APPENDIX F: Sidney-Lark OLS 30% Design Table of Contents and Guide Specifications**

## **APPENDIX G: Sidney-Lark OLS Preliminary Design Drawings**

## **APPENDIX H: Sidney-Lark OLS 30% Design Considerations and Assumptions**

## **APPENDIX I: Edison-Martha OLS Preliminary Engineering Report**

## **APPENDIX J: Edison-Martha OLS Environmental Screening Memorandum**

## **APPENDIX K: Edison-Martha OLS Subsurface Investigation and Geotechnical Evaluation**



## **APPENDIX L: Edison-Martha OLS 30% Design Table of Contents and Guide Specifications**

## **APPENDIX M: Edison-Martha OLS Preliminary Design Drawings**

## **APPENDIX N: Edison-Martha OLS 30% Design Considerations and Assumptions**

## **APPENDIX O: Design Requirements for Buffalo Sewer RFPs**

## **APPENDIX P: Staffing Worksheet**

## **APPENDIX Q: Buffalo Sewer Authority EEO Staffing Demographics Form**

## **APPENDIX R: Cost Proposal**

## **APPENDIX S: DBE Utilization Plan**



## **APPENDIX T: MWBE Utilization Plan**