

BUFFALO

SEWER AUTHORITY



GREEN INFRASTRUCTURE

Request for Qualifications

-Professional Services-



ISSUE DATE: June 1, 2020

QUESTIONS DUE: June 12, 2020 - 3:00 PM EST

DUE DATE: July 1, 2020 - 3:00 PM EST

Table of Contents

Table of Contents.....	2
INSTRUCTIONS TO CONSULTANTS	3
General Invitation	3
CONSULTANTS Restricted	4
Proposed Schedule	5
Request for Qualifications Review, Additional Information, and Questions	5
Addenda and Modifications	6
Submission Format.....	7
PROJECT OVERVIEW	7
REFERENCES	8
TASKS / SCOPE OF WORK.....	9
1. Data Collection, Outreach, Analysis, and Preliminary Design	9
2. Planning and Permitting	10
3. Detailed Design.....	11
4. Construction Services.....	12
5. Post-Construction Monitoring.....	15
REQUIRED CONTENT AND FORMAT.....	16
1. Cover Letter.....	16
2. Approach	16
3. Experience	16
4. Professional Team.....	17
5. Company Profile	17
EVALUATION AND SELECTION PROCESS.....	18
AUTHORITY's Reservations of Rights.....	19
CONTRACT REQUIREMENTS.....	20
APPENDIX A: STAFFING WORKSHEET	19
APPENDIX B: BUFFALO SEWER AUTHORITY DIVERSITY FORMS.....	21

INSTRUCTIONS TO CONSULTANTS

General Invitation



On March 18, 2014 the Buffalo Sewer Authority's (Buffalo Sewer; The AUTHORITY) combined Sewer Overflow Long Term Control Plan (LTCP) was approved by the New York State Department of Environmental Conservation (NYSDEC) and the United States Environmental Protection Agency (USEPA). The approved LTCP includes installation of green infrastructure to manage at least 1,315 acres of impervious area.

Over the next five years, Buffalo Sewer seeks to implement green infrastructure to manage over 200 acres of impervious area with green infrastructure. Buffalo Sewer is seeking to add to its existing portfolio and continue its implementation of green infrastructure on both public and private land in accordance with the LTCP schedule and in ways that are **innovative**, **cost-effective**, and that **maximize co-benefits**. Buffalo Sewer is particularly interested in exploring ways green infrastructure can involve:



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

The purpose of this request for qualifications (RFQ) is to seek qualified consultants to provide professional services for landscape architecture, engineering, architecture, planning, urban design, and other related fields, for work on green infrastructure implementation including design, maintenance and land management plans, public outreach and community engagement, bid specification and construction document drawing, construction management, data analysis, grant writing and grant administration, graphic design, spatial mapping and analysis, hydrologic, hydraulic and water quality analysis, asset management, land surveying, permitting, geotechnical analysis, and any other matter as directed by the Authority for work related to green infrastructure implementation.

Buffalo Sewer may choose to interview potential CONSULTANTS to begin work on initial project assignments starting as early as the Fall of 2020.

Sealed submissions must be received by the AUTHORITY no later than July 1, 2020 at 3:00 pm EST.

CONSULTANTS shall not submit more than one qualification package. Submissions shall be sealed and clearly labeled on front of package "Green Infrastructure Qualifications" and delivered to:

**Buffalo Sewer Authority
Attn: Kevin Meindl
City Hall Room 1038
65 Niagara Square
Buffalo, New York 14202**

CONSULTANT ASSUMES ALL RISKS FOR THE TIMELY AND PROPER DELIVERY OF SUBMISSION. The received time of submissions will be determined by the clock at the above noted location. **NO CONSIDERATION WILL BE GIVEN TO SUBMISSIONS RECEIVED AFTER THE STATED DATE AND TIME.**

CONSULTANTS mailing their submissions must allow sufficient delivery time to ensure receipt of their submissions at the AUTHORITY's office no later than the specified date and time. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the CONSULTANTS, shall not excuse late submissions. Similar types of delays, including but not limited to, bad weather or security procedures for parking and building admittance shall not excuse late submissions. CONSULTANTS are cautioned that the AUTHORITY is not responsible for the actions of your chosen carrier or method of delivery.

Qualifications are solicited in accordance with the terms, conditions and instructions as set forth in this Request for Qualifications. Submission via telephone, facsimile, e-mail or any other method not specifically provided herein is prohibited. Submissions must be completed in accordance with the requirements of the Request for Qualifications. No amendments or changes to submissions will be accepted after the closing date and time. No submissions shall be accepted after the stated deadline. The AUTHORITY reserves the right to reject any or all submissions.

Any material misrepresentation made by a CONSULTANT may void their submissions and eliminate the CONSULTANT'S submission from further consideration. Any submission that is based upon violation of federal, state or local law, or deemed by the AUTHORITY, in its sole discretion, to be non-responsive will be eliminated from consideration.

The AUTHORITY shall not be responsible for any expenses or charges incurred by any CONSULTANTS in preparing a submittal, or in their providing any additional information considered necessary by the AUTHORITY in the evaluation of their submission.

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.

Proposed Schedule

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

<i>EVENT</i>	<i>DATE</i>	<i>TIME</i>
Issuing of Request for Qualifications	June 1, 2020	
Final Questions Due	June 12, 2020	3:00 PM
Submissions Due	July 1, 2020	3:00 PM

Request for Qualifications Review, Additional Information, and Questions

Each CONSULTANT is responsible for carefully examining this Request for Qualifications and thoroughly familiarizing themselves with each of the AUTHORITY's requirements prior to their submission to ensure that their responses are in compliance with this solicitation.

Each CONSULTANT is responsible for conducting its own investigations and any examinations necessary to ascertain conditions and requirements affecting the requirements of this Request for Qualifications. Failure to perform such investigations and examinations shall not relieve the CONSULTANT from its obligation to comply, in every detail, with all of the provisions and requirements contained in this Request for Qualifications.

Pursuant to State Finance Law §§139-j and 139-k, this "Request for Qualification" includes and imposes certain restrictions on communications about this governmental procurement between the AUTHORITY and a CONSULTANT during the procurement process. A CONSULTANT is restricted from making contacts about this procurement from the earliest notice of intent to solicit offers or "Requests for Qualification" through final award and approval of the Procurement Contract by the AUTHORITY to AUTHORITY staff other than the designated contact unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a).

Questions regarding the Request for Qualification shall be directed to the AUTHORITY's designee only. Any impermissible contact with any other AUTHORITY employee regarding the Request for Qualifications during this procurement period shall result in the rejection of any such CONSULTANT proposal. CONSULTANTS shall communicate in writing only via email to the email address listed in the Request for Qualifications. No other communications with the AUTHORITY's designee regarding the Request for Qualifications are permitted during the procurement period.

For purposes of this solicitation, the designated contact shall be Kevin Meindl for the AUTHORITY.

All entities interested in responding to this RFQ should confirm their receipt of this RFQ and the designated contact person for their organization with Mr. Meindl 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. Meindl at kmeindl@buffalosewer.org and **must be received no later than June 12, 2020 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.

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

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

Addenda and Modifications

The Authority reserves the right, in its sole discretion, to amend this Request for Qualifications at any time prior to the deadline for submission. In the event that it becomes necessary to revise or expand upon any part of this Request for Qualifications, all addendums, amendments, and interpretations will be made in writing and emailed to all who are known by the Authority to have received the Request for Qualifications. It is the sole responsibility of the CONSULTANT to ensure that the Authority has accurate contact information.

All addendums, amendments, interpretations and/or modifications shall be deemed to have been incorporated as part of this Request for Qualifications as though they were originally set forth in this Request for Qualifications. No addenda will be issued later than forty-eight (48) hours prior to the date and time for the receipt of submissions, except an addenda withdrawing the Request for Qualifications, or addenda for postponement of the due date and/or time. The Authority does not assume any responsibility for the receipt of information sent to any CONSULTANTS.

Any information supplied by the Authority relative to this Request for Qualifications must be considered in preparing submissions. All other contacts that a CONSULTANT may have

had before or after receipt of this Request for Qualifications with any individuals, employees, subcontractors, consultants or representatives of the Authority and any information that may have been read in any news media or seen or heard in any communication facility regarding this Request for Qualifications should be disregarded in preparing responses.

Submission Format

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

Five (5) submissions, including one (1) original and four (4) copies, must be prepared on 8" X 11" letter size paper, printed double-sided, and bound on the long side. One (1) USB Flash Drive containing an Adobe Portable Document Format (PDF) version of all materials must also be provided. Each page of the submission must be numbered in a manner so that it can be uniquely identified. Legibility, clarity, visual style, completeness and creativity in submissions will be evaluated favorably.

ITEM	QUANTITY	FORMAT
Hard Copies	Five (5)	Printed on 8" x 11" letter size paper, double sided and bound on long side
Digital Copy	One (1)	Adobe Portable Document Format (PDF) on USB flash drive

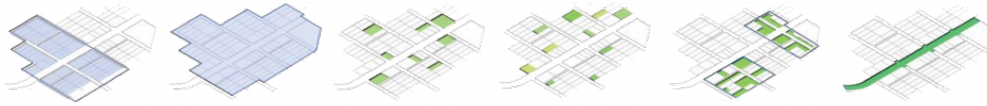
The submission must be signed by each individual CONSULTANT or their authorized representative who shall have the authority to legally bind the CONSULTANT(s).

PROJECT OVERVIEW

The purpose of this RFQ is to identify qualified consultants for the implementation of green infrastructure projects in the City of Buffalo, NY. The Authority recognizes that the implementation of green infrastructure is a specialized field and for this reason, the Authority is inviting your firm to prepare a qualification submittal for necessary services.

The Authority seeks to implement green infrastructure to manage large amounts of impervious area in the next 5 years in public spaces and street rights-of-way. In addition, the Authority will be starting a green infrastructure retrofit grant program to incentivize retrofitting privately owned properties with green infrastructure. This RFQ includes potential work for green infrastructure implementation on both public and private areas

throughout the City of Buffalo. Public projects in the street right-of-way are anticipated to focus on the 6 priority CSO basins identified in the Rain Check 2.0 Opportunity Report, available online at <https://raincheckbuffalo.org/rain-check-2-0-2/>.

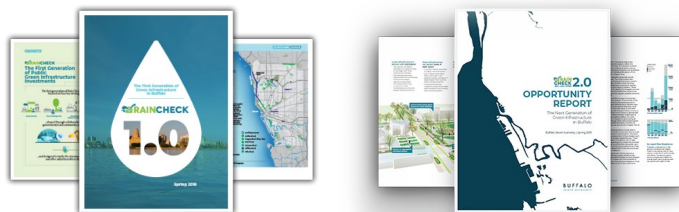


Firms will be pre-qualified following review of submissions. Only those proponents who successfully respond to the RFQ, meet the qualification criteria, and score high on evaluations by the Authority will be included in the subsequent Request for Proposal (RFP) solicitation process for specific projects and work items. Respondents should familiarize themselves with contract requirements section of this RFQ.

REFERENCES

CONSULTANTS should become familiar with the following references to provide background and context:

1. *New York State Stormwater Management Design Manual*, Department of Environmental Conservation
2. *Urban Street Stormwater Guide*, National Association of City Transportation Officials
3. *Planting in a Post-Wild World*, Thomas Rainer and Claudia West
4. *Artful Rainwater Design: Creative Ways to Manage Stormwater*, Stuart Echols and Eliza Pennypacker
5. *Rain Check 1.0*, Buffalo Sewer Authority
6. *Rain Check 2.0 Opportunity Report*, Buffalo Sewer Authority



TASKS / SCOPE OF WORK

The following represents some general guidelines, tasks and scope of work items to be used by the consultant on work performed. The Authority may authorize changes depending on the specific nature of an assigned project. Not all projects will include all the items below and some projects may have tasks and scope of work items that are not specifically included below. The following is a set of some typical tasks and scope of work items that are involved with green infrastructure implementation for which this RFQ is seeking qualified consultants to provide.

Reproducible site design drawings and plans shall be provided electronically in the latest version of AutoCAD, PDF, and on bonded paper, as requested. Mapping shall be provided to the Authority as a GIS shapefile, EPSG: 2262: NAD83/ New York West (ft.US). Original source files or source code for all materials, tools, deliverables, artwork, products, or technology created by CONSULTANTS are to be shared with the Authority.

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

1. Data Collection, Outreach, Analysis, and Preliminary Design

1. Conduct detailed mapping and analysis of existing conditions, drainage patterns, physical features, and utility locations to inform potential green infrastructure locations and design. Provide location data to the Authority as requested. Generate maps in such a manner as to accurately define, locate and communicate existing impervious surfaces, buildings, structures, elevations and topography, drainage patterns, parcel property lines, public/private utilities, parking areas, street lights, hydrants, roadways, right-of-way limits, sidewalks, curbs, trees, vegetation, and other features around potential project locations.
2. Obtain soil borings, infiltration testing, and geotechnical services as approved or requested by the Authority. Soil borings shall be witnessed by the Consultant and a copy of logs shall be included with final bid plan sets. Prepare analysis of findings, including implications for green infrastructure designs. Soil information and Consultant's findings shall be contained in a soils report as requested by the Authority.
3. Conduct site visits of the project area to help inform design decisions, determine preferred site locations, existing drainage patterns and boundaries, and/or rights-of-way for proposed improvements. Conduct quantitative and qualitative analysis, as requested by the Authority.
4. Review historical drawings, aerial images, record drawings or other information and report on findings, as requested by the Authority.
5. Conduct community outreach, engagement, visioning exercises, and participation workshops and meetings as requested by the Authority. Conduct surveys and



interviews as requested by the Authority. Prepare analysis and summary documents based on planning and outreach work.

6. Prepare communications, engagement, and marketing materials related to potential green infrastructure projects such as graphics and images, signs, fact sheets, maps, posters, PowerPoint presentations, handouts, interactive games or tools, and other items as requested by the Authority.
7. Conduct regular meetings and progress updates with the Authority, including the preparation agendas, meeting minutes, and other materials as requested by the Authority.
8. Review planning initiatives by others and align potential green infrastructure projects with existing or on-going planning efforts from other agencies and organizations.
9. Prepare preliminary site plan layout of the project's boundaries, facilities, infrastructure, utilities, and features, incorporating place-making opportunities and community feedback and direction from the Authority.
10. Create sketches and artistic renderings of green infrastructure design concepts and options, including axons, plans, sections and profiles. Create diagrams, flow charts, and other visual communication materials as requested by the Authority.
11. Develop and submit preliminary cost estimates, cost benefit estimates, life-cycle estimates, and other financial and performance analysis for design scenarios as requested by the Authority.
12. Perform co-benefit analysis for green infrastructure design alternatives and scenarios, including workforce development and local hiring, women and minority business inclusion, potential greenhouse gas benefits, air quality benefits, property value benefits, wildlife benefits, and other relevant items as requested by the Authority.
13. Create dashboards, report templates, and other materials to visually report and track metrics over time.
14. Prepare a Basis of Design Report for projects including relevant background information, design considerations, design calculations, mapping and location information, and other information as requested by the Authority.

2. Planning and Permitting

1. Assist the Authority in preparing any documents and feasibility studies necessary to make applications to grants or loans under the State's Revolving Loan Fund Program and/or any other grant and/or loan programs as directed by the Authority.
2. Prepare grant applications on behalf of the Authority and provide grant administration services.
3. Considering the locations of proposed improvements, complete a thorough review to determine if any wetlands, floodplains, landfill, historic sites, brownfields, endangered species, and/or archaeological sensitive areas exist.
4. Organize and conduct a State Environmental Quality Review only as necessary as directed by the Authority.
5. Make application and obtain or cause to be obtained all the necessary permits required, including, but not limited to, application to New York State Office of Parks,

Recreation and Historic Preservation for their review of the proposed project.

6. Prepare a public outreach and engagement plan for review by the Authority and conduct public outreach meetings and/or prepare communications as directed by the Authority.
7. Identify stakeholders, create stakeholder management plans and coordinate stakeholder engagement. At the request of the Authority, provide customer service and support.

3. Detailed Design

1. Make application and obtain or cause to be obtained all the necessary permits required.
2. Conduct public outreach meetings, workshops, and other community engagement work as requested by the Authority.
3. Create sketches, photorealistic, and artistic renderings of design green infrastructure designs.
4. Respond to information requests regarding green infrastructure work by stakeholders.
5. Create designs for green infrastructure are to be consistent with the latest version of the New York State Stormwater Management Design Manual.
6. Create a work plan with schedule, major milestones, and Gantt chart. Plans, specifications, and estimates will generally be reviewed in meetings with the Authority at thirty (30), sixty (60), and ninety (90) percent completion, but may be adjusted at the direction of the Authority. Progress updates shall be provided to the Authority on a bi-weekly basis or as requested by the Authority.
7. Prepare design calculations for green infrastructure sizing and performance, including EPA STEPL Region 5, HydroCAD, NYS DEC Runoff Reduction Worksheets and those provided in the most recent version of the NYS DEC Stormwater Management Design Manual or others as requested by the Authority.
8. Prepare a Design Report including required NYSDEC, USACE, and/or other controlling agency forms needed for the project. Forward as required for approval.
9. Assist Authority in securing approval of final plans and specifications from affected controlling agencies.
10. Make modifications to plans and specifications based upon review by affected controlling agencies.
11. Complete the Technical Certificate and Administrative checklist document as required by the New York State Revolving Loan Program and/or any other loan and/or grant qualifying and reporting documents.
12. Develop green infrastructure operations and maintenance guides, including metrics and monitoring for green infrastructure performance, and both routine and non-routine maintenance activity descriptions.
13. Incorporate locally sourced materials and reclaimed or repurposed materials into designs and specifications to the extent possible.



14. Update topography, utility, and other information prior to bidding.
15. Prepare a shop drawing submittal schedule. The schedule shall list all items which will require a shop drawing submittal and approval.
16. Utilize the Authority's standard contract documents and detail sheets and previous contract plans and specifications in the preparation of the project's contract bid documents. Make recommendations for changes, update specifications and details as necessary or requested by the Authority.
17. Prepare final plans and specifications for bidding. The drawings shall be prepared on 22" x 34" bond paper and as a PDF.
18. Prepare detailed cost estimate based upon final plans and specifications.
19. Be responsible for the distribution of plans and specifications during the bid period through Avalon planroom.
20. Attend bid opening, review bids for completeness and conformance with requirements, generate bid tabulations and analysis, and make recommendation as to acceptance of bids.
21. Obtain contract paperwork from low bid contractor and conform contracts for execution by the Authority.

4. Construction Services

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

- A. Services during construction
- B. Resident Engineer Services
- C. Start-up services

A. Services During Construction

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

1. Obtain from the contractors a construction schedule which shall indicate their complete operation as it pertains to this project and distribute said schedule to the Authority and any other relevant parties.
2. Provide services of an officer, and/or licensed design professionals as needed, who will observe construction to see that it conforms with the requirements of the plans and specifications.
3. Conduct performance testing of green infrastructure.
4. Prepare a shop drawing submittal, review and acceptance schedule and distribute said schedule to the contractor(s), the Authority, and other relevant parties.
5. 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.

6. Review the contractor's requests for substitution of equipment and materials, inform the Authority of the request throughout the review process and distribute a written summary of the request and decision to the contractor(s) and the Authority.
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. Provide a detailed stakeout showing all horizontal and vertical control required for construction of the project.
10. Prepare an Operations and Maintenance (O&M) Manual in proper paper and electronic formats for review by the Authority.
11. Assist the contractor and resident Engineer in preparing bid breakdown for purposes of payment requisitions.
12. 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.
13. The Engineer shall perform parallel estimates to substantiate costs with respect to change order and/or cost breakdowns furnished by the contractor.
14. 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.
15. Prepare and process, with the assistance of the Authority, all change orders.
16. Conduct progress/coordination meetings. Prepare and distribute minutes of the progress/coordination meetings to concerned parties.
17. Issue supplemental drawings to further explain the intent of plans and specifications when necessary.
18. Prepare and distribute all field clarifications, memos, and bulletins that may be required.
19. Attend project related meetings as requested by the Authority.
20. Make recommendations to the Authority pertaining to special consultants.
21. Cooperate with all affected parties.
22. Review retention money clauses of contracts and make recommendations to the Authority with respect to release of any retained funds.
23. Receive, review and forward to the Authority with recommendations, all relevant documents such as release of liens, claims, etc.
24. Establish procedures and coordinate arrangements between the Authority and the contractors with respect to the start-up of constructed facilities.
25. Provide services to assist the contractors and resident Engineer in checking out the completed facilities for ready-to-serve status and commencement of testing.
26. Maintain an accurate record of all design changes made during construction. Furnish and provide one (1) complete set of record drawings, prepared on 22" x 34" bonded paper, a copy of the modified AutoCAD design file, and a PDF copy. Update calculations as needed based on design changes.

27. 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.

B. Resident Engineering Services

1. Based on the needs of the project as allowed by the Construction Specifications, provide an on- site resident Engineer and assistants (if required) to coordinate the day-to-day construction.
2. Continuously monitor the approved construction schedules and provide updating 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, which has been approved by all parties.
4. Maintain a shop drawing acceptance schedule on a daily basis.
5. Regulate use of site and building area with respect to storage of materials, temporary offices, storage sheds, parking, traffic control, etc.
6. Monitor the daily performance of the contractor to ensure compliance with the plans, specifications and applicable permits.
7. Inspect material/equipment deliveries to the job site to ensure compliance with the approved shop drawings.
8. Perform spot grade checks on the installed improvements to verify line and grade.
9. Monitor the contractor's methods of construction to ensure the contractor's construction activities are conducted within the dedicated right-of-ways and/or easement areas.
10. Prepare daily inspection reports which describes in detail, the contractor's performance, and activities for that particular day.
11. Monitor the contractor's operation for compliance with the Maintenance and Protection of Traffic Section of the specifications.
12. Monitor the contractor's operation for compliance with the Erosion and Sediment Control Section of the specifications and any applicable stormwater management permits.
13. Review contractor's estimates and prepare parallel monthly construction pay estimates, which indicate the construction, completed to date.
14. Coordinate and witness the final testing of the in place improvements as required by the contract specifications.



15. Maintain a detailed daily journal of all on-site activities and visitors.
16. Take progress photos during the course of construction.
17. Maintain complete and accurate job records of all correspondence, memoranda, supplemental drawings, field clarification memos, change orders, shop drawings, etc.
18. Hold and chair coordination meetings. Prepare and distribute meeting minutes.
19. Cooperate with all affected parties.
20. Monitor cleanup activities of all contractors and coordinate such activities with provisions in the respective contract documents.
21. Prepare punch-lists and monitor contractor's activities as required.

C. Start-Up Services

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

5. Post-Construction Monitoring

Once facilities have become operational, when requested, the Consultant shall provide ongoing monitoring and testing of the effectiveness of the project and submit reports to the Authority containing recommendations regarding the effectiveness of the project and any design changes or suggestions for future projects.



Infiltration testing of porous asphalt

REQUIRED CONTENT AND FORMAT

In order to create a platform for fair and uniform consideration of responses, please provide the following materials in the order listed below. Submissions should be prepared simply and provide a straightforward, concise delineation of the CONSULTANT'S capabilities and description of the offer to meet the requirements of this RFQ. The AUTHORITY will not be responsible for any costs incurred by any CONSULTANT in preparing and submitting a response to this solicitation.

1. Cover Letter

CONSULTANT shall prepare and sign a cover letter confirming their understanding of the RFQ including the green infrastructure implementation work described this RFQ and AUTHORITY contract requirements.

Cover letter should list the professional service fields of the CONSULTANT (e.g. landscape architecture, civil engineering, urban planning, etc.) as well as the specific capabilities and expertise areas for green infrastructure implementation (e.g. GIS analysis, artistic renderings, grant writing, construction services, outreach and engagement, site design, etc.).

Submission of the letter shall constitute a representation by the CONSULTANT that it is willing and able to perform services described in this Request for Qualifications and their responsive submission.

2. 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. In addition, it must discuss the CONSULTANT'S approach to the maximization of co-benefits, as well as any additional relevant factors for the AUTHORITY'S consideration. Present specific expertise and how the CONSULTANT'S qualifications would best serve the AUTHORITY.

3. Experience

Qualified firms must have a minimum of 3 years' experience with green infrastructure or a minimum of having worked on at least 3 separate green infrastructure projects.

Provide a brief description of at least three (3) green infrastructure projects that relate to any of the scope of work items detailed in this RFQ, detailing the above qualifications, including the individuals specified for this project, as well as any photographs and/or renderings of project designs, as applicable.

The following information should be included for each reference project:

1. Client name, address, contact person name, telephone, and email address
2. Description of services provided that are similar to any of the services outlined in this RFQ
3. Project location
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. 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.

4. Professional Team

Include a description of each of the proposed individuals that will perform tasks/scope of work items in addition to the STAFFING WORKSHEET included with this RFQ. Description should include:

1. Name of individual that will be assigned to this work
2. Education background/degrees
3. License or Certifications
4. Area of Expertise
5. Length of time individual has been employed with the proposing company
6. Overall years of experience
7. Description of specific relevant experience
8. Role for projects resulting from this RFQ
9. Maximum % of their total work time working on projects from this RFQ
10. Base location (local facility, as applicable)
11. City of Buffalo residency status, as applicable
12. Personal statement of interest for working on green infrastructure projects (1-2 sentences)

Include one page resumes in an appendix for the individuals listed in the STAFFING WORKSHEET table.

Please complete the attached EEO plan for the anticipated project team.

5. 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, and telephone 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, strategy, and way of doing business, 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 or landscape architecture 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 EEO for the firm.
6. List any current or anticipated commitments that may impact work on projects resulting from this RFQ or use of the identified personnel proposed for this project.
7. Financial statement demonstrating your firm's financial capacity to undertake and complete projects resulting from this RFQ;
8. State any potential conflicts of interest. Include any employment or other relationship your firm has with regulating agencies, local municipality, or any other entity, which may be perceived as a conflict of interest. Explain why any such conflicts of interest would not impact projects resulting from this RFQ.
9. A copy of any resolution or some other form of authority, signed by a Chief Executive Officer, Corporate Secretary, or managing partners, which lists the specific officers who are authorized to execute agreements on behalf of the CONSULTANT;

EVALUATION AND SELECTION PROCESS

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

CRITERIA	<i>Estimated Weight</i>
Demonstrated understanding of work and contract requirements	20%
Past experience with green infrastructure work	20%
Technical and creative approach	20%
Professional team diversity and expertise	20%
Company profile and capacity	20%

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.

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; add or remove scope of work items; accomplish any task or undertaking of any operation or project utilizing its own work force; and utilize any and all ideas submitted.

AUTHORITY's Reservations of Rights

Upon submission in response to this Request for Qualifications, each CONSULTANT acknowledges and consents to the following conditions relative to the submission, review and consideration of its' submission:

1. All costs incurred by the CONSULTANT in connection with responding to this Request for Qualifications and for participating in this procurement process shall be borne solely by the CONSULTANT.
2. The AUTHORITY reserves the right, in its sole discretion, to reject for any reason any and all responses or components thereof and to eliminate any and all CONSULTANTS responding to this Request for Qualifications from further consideration for this procurement.
3. The AUTHORITY reserves the right, in its sole discretion, to reject any CONSULTANT that submits incomplete responses to this Request for Qualifications, or a submission that is not responsive to the requirements of this Request for Qualifications.
4. The AUTHORITY reserves the right, without prior notice, to supplement, amend, or otherwise modify this Request for Qualifications, or otherwise request additional information.
5. All submissions in response to this Request for Qualifications shall become the property of the AUTHORITY and will not be returned.
6. All submissions in response to this Request for Qualifications shall constitute public records subject to public disclosure.
7. The AUTHORITY may request that CONSULTANTS personally attend or send representatives to the AUTHORITY for interviews and a demonstration of CONSULTANT's proposed services.
8. Any and all submissions in response to this Request for Qualifications that are not received by the AUTHORITY by **3:00 p.m. on July 1, 2020** shall be rejected and not subject to consideration.
9. Neither the AUTHORITY, nor its officers, officials nor employees shall be liable for

any claims or damages resulting from the solicitation, preparation or delivery of any submission(s) in response to this Request for Qualifications.

The AUTHORITY reserves the unilateral right, in its sole discretion, to make determinations in the AUTHORITY's sole discretion and to accordingly exercise the following rights and options with regard to this Request for Qualifications and the procurement process in order to obtain the most advantageous offer for the AUTHORITY:

1. To waive irregularities and/or minor non-compliance by any CONSULTANT with the requirements of this Request for Qualifications;
2. To request clarification and/or further information from one or more CONSULTANTS after the submitted deadline for submissions without becoming obligated to offer the same opportunity to all CONSULTANTS;
3. To enter into negotiations with one or more CONSULTANTS without being obligated to negotiate with, or offer the same opportunity, to all CONSULTANTS;
4. To reject any or all submission or parts of submissions, to accept part or all of a submission or submissions on the basis of considerations and to create a project of lesser or greater scope and/or breadth than described in this Request for Qualifications or the CONSULTANT's submission;
5. To determine that any submission received in response to this Request for Qualifications complies or fails to comply with the terms set forth herein;
6. To determine whether any perceived or actual conflict of interests exists that would affect or impair the award of any contract arising from this Request for Qualifications to any CONSULTANT(s);
7. To waive any technical non-conformance with the terms of this Request for Qualifications;
8. To change or alter the schedule for any events called for in this Request for Qualifications;
9. To conduct investigations of any or all of the CONSULTANTS, as the AUTHORITY deems necessary or convenient, to clarify the information provided and to request additional information to support the information included in any submission;
10. To suspend or terminate the procurement process described in this Request for Qualifications at any time. If terminated, the AUTHORITY shall have the unilateral right to determine to commence a new procurement process without any obligation to the CONSULTANT;
11. The AUTHORITY shall be under no obligation to complete all or any portion of the procurement process described in this Request for Qualifications.

CONSULTANTS are advised to submit a complete offer as their submission. Any waiver, clarification or negotiation will not be considered an opportunity for CONSULTANTS to correct errors contained in their submission.

CONTRACT REQUIREMENTS

1. **FORMATION OF AGREEMENT/CONTRACT WITH SUCCESSFUL CONSULTANT:** The Contract to be negotiated as a result of this RFQ and subsequent Request for Proposal shall be by and between the CONSULTANT and the AUTHORITY and shall contain but shall not be limited to provisions included in this RFQ.
2. **PROJECT DELIVERABLES:** It is understood and agreed that all drawings, specifications, records, data and maps shall become property of the AUTHORITY. The CONSULTANT shall deliver such records to the AUTHORITY as it may request and upon payment of current amounts due under this Agreements. It is understood and agreed that all instruments of professional services, including any technology, application, artwork or source files, developed under said Agreement including associated source code for applications and programming are the property of the AUTHORITY. The AUTHORITY reserves the right to modify, expand and adapt said instruments consistent with the intended design objectives. The CONSULTANT shall deliver such records to the AUTHORITY as it may request and upon payment of current amount due under this Agreement. It is further understood and agreed that existing technical data, pertaining to a specific assignment, shall be made available to the CONSULTANT by the AUTHORITY.
3. **INDEMNITY OF AUTHORITY:** The CONSULTANT shall and will indemnify and at all times save harmless the AUTHORITY and the CITY OF BUFFALO (CITY), their officers and employees from all claims, suits, actions, damages, losses and costs of every name and description to which the AUTHORITY or the CITY may be subjected or put by reason of injury to the person or property of another, or the property of the AUTHORITY of the CITY may be subjected to put by any reason of injury to the person or property of another, or the property of the AUTHORITY or the CITY resulting from the negligence or carelessness, active or passive of the CONSULTANT, or the joint negligence, active or passive, of the CONSULTANT and others, or their employees, agents or subcontractors, in the performance of any work under this contract. The provisions of this section shall survive the expiration of termination of this AGREEMENT; shall not be limited by reason of any insurance coverage provided hereunder or the limits of any insurance requirements; and shall be separate and independent of any other requirements of this contract.

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

4. **ASSIGNMENT:** This Agreement contemplates the particular services of the CONSULTANT and the CONSULTANT shall not assign, transfer or otherwise dispose of the contract, or his right, title and interest therein, to any person, firm or corporation,

except that moneys due to the CONSULTANT and approved for payment by the AUTHORITY and the CITY may be assigned by him to any bank or financial institution which is rendering financial assistance to the CONSULTANT on this work.

5. **INSURANCE:** The CONSULTANT agrees to provide and maintain in full force and affect the following insurance. The CONSULTANT shall deliver to the AUTHORITY Certificates of Insurance, which shall provide thirty (30) days notice to be given to the AUTHORITY in event of a cancellation. The AUTHORITY and the CITY shall be named as additional insured's on the Comprehensive General Liability Insurance and excess liability insurance policy and on the automobile liability insurance policy as evidence thereof appropriate certificates of insurance shall be provided.
 - a. Comprehensive General Liability Insurance including Blanket Contractual, Broad Form Property Damage, Completed Operations and Independent Contractor's Liability all applicable to Personal Injury, Bodily Injury and Property damage to a combined single limit of \$1,000,000 each occurrence subject to \$2,000,000 annual aggregate for Completed Operations and Personal Injury other than Bodily Injury.
 - b. Comprehensive Automobile Liability Insurance including owned, hired and non-owned automobiles, Bodily Injury and Property Damage to a combined single limit of \$2,000,000 each occurrence. The certificate of insurance for automobile insurance coverage shall name the Buffalo Sewer Authority and the City of Buffalo as additional insured.
 - c. Excess/Umbrella Liability Insurance coverage in at least the amount of \$3,000,000.
 - d. Workers Compensation and Employers Liability Insurance in compliance with the applicable state and federal laws.
 - e. Architects and/or Engineers Professional Liability Insurance affording professional liability insurance coverage in at least the amount of \$2,000,000 each occurrence/claim, subject to \$2,000,000 annual aggregate.

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

6. **NON-DISCRIMINATION:** The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection and/or sexual orientation preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
7. **WORKFORCE DIVERSITY AND INCLUSION:** The AUTHORITY encourages our contracting partners to adopt business methods and models that foster and result in a diverse workforce. CONSULTANT shall provide a copy of their Equal Employment Opportunity Policy (EEO) and complete the provided Equal Employment Opportunity

Staffing Plan. *The CONSULTANT shall use good faith efforts to achieve the utilization of minority group members, women and other disadvantaged workforce members consistent the City of Buffalo Code § 96-13 (F); Article 15A of NYS Executive Law; and federal Equal Employment Opportunity and Disadvantaged Business Enterprise laws, where applicable.*

8. **CONTRACTING WITH MINORITY AND WOMEN BUSINESS ENTERPRISES (M/WBE):** The AUTHORITY requires the CONSULTANT to take affirmative steps to select certified small business enterprises, including minority and women business enterprise firms as subcontractors. The M/WBE goal for this project shall be 20% 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.

When subcontracting, the CONSULTANT must provide an affirmation of the above as well as a MWBE Utilization Plan.

9. **FIRST SOURCE:** In support of City of Buffalo Code § 96-17, the selected Consultant agrees that (i) in the hiring of any employees, subcontractor(s), or person(s) acting on behalf of the subcontractor, preference shall first be given to qualified persons who have resided in the City of Buffalo for at least six (6) consecutive months immediately prior to the commencement of their employment for the performance of work and (ii) the Consultant and any subcontractor(s) will work towards ensuring a minimum residency goal of 25% of workforce to include qualified residents in the City of Buffalo.
10. **PUBLICATIONS:** CONSULTANT shall not make any news/press release, announcements, presentations, publication, or award application pertaining to this Agreement or the Services, or anything contained or referenced herein, without prior written approval from the Authority. Any promotion pertaining to the Services or this Agreement may only be made in coordination with the Authority. Unless otherwise directed in writing, the Authority name and logo shall be prominently featured on all work products and promotional materials, printed and/or electronic. Unless otherwise directed in writing, CONSULTANT'S name and logo shall be subservient to the Authority's recognition and labeled as "prepared by" on all work products and

promotional materials, printed and/or electronic.

11. **FREEDOM OF INFORMATION LAW:** The AUTHORITY is subject to the provisions of Article 6 Section 89 of New York State Public Officer's Law, entitled the Freedom of Information Law. All submissions, in their entirety, submitted in response to this Request for Qualifications shall constitute a record subject to public disclosure pursuant to the Freedom of Information Law. It is the sole responsibility of each CONSULTANT to this Request for Qualifications to identify those portions deemed to constitute a "trade secret" or proprietary information of the commercial enterprise. Any such information shall be clearly marked "CONFIDENTIAL". The phrase trade secret is more extensively defined to include a formula, process, device or compilation of information used in one's business which confers a competitive advantage over those in similar businesses who do not know it or use it. The subject of the trade secret must not be of public knowledge or of a general knowledge in the trade or business. A corresponding letter, on company letterhead, must be provided describing the factors and extent to which the disclosure of the "CONFIDENTIAL" information would cause substantial injury to the competitive position of the commercial enterprise. The entire submission shall not be marked "CONFIDENTIAL". Any portion of the proposal that is not clearly identified as "CONFIDENTIAL" may be disclosed pursuant to the Freedom of Information Law. Further, marking a portion of the submission "CONFIDENTIAL" is no assurance that the AUTHORITY will not be directed to nonetheless release the information/documentation so marked. THE AUTHORITY DOES NOT ASSUME ANY RESPONSIBILITY WHATSOEVER TO ANY CONSULTANT IN THE DISCLOSURE OF RECORDS PURSUANT TO THE FREEDOM OF INFORMATION LAW, COURT ORDER, OR ANY OTHER METHOD OF DISCLOSURE PROVIDED FOR UNDER THE LAW
12. **SRF REQUIREMENTS:** CONSULTANTS must comply with the non-construction contract terms mandated by the New York State Clean Water State Revolving Fund program, administered by the New York State Environmental Facilities Corporation. The Authority may seek funding from the New York State Environmental Facilities Corporation (EFC) for both the design and construction of these structures and the consultant's submission shall reflect EFC requirements including, but not limited to, those regarding EEO, MWBE, and American Steel, and Federal Disadvantaged Business enterprise Regulations. The complete Bid Packet for Non-construction Contracts is available online at <https://www.efc.ny.gov/default.aspx?tabid=465>. You are hereby notified that in addition to the MWBE participation goal required by EFC, the Authority has a minimum 5% participation goal for MBEs and a minimum 5% participation goal for WBEs.
13. **GENERAL COMPLIANCE:** The successful CONSULTANT agrees to comply with all applicable Federal, State and local laws and regulations governing the services to be solicited under this Request for Qualifications.

APPENDIX A: STAFFING WORKSHEET

STAFFING WORKSHEET

Use additional sheets or alternative format as needed to include all information

Name	Degree & Field of Study	License/ Certifications	Area Of Expertise	Length Of Time With Proposing Company	Overall Years Of Experience	Role/Tasks for Projects Resulting From RFQ	Maximum % Of Their Time Working On Projects From This RFQ	Base Location	City of Buffalo Resident?

APPENDIX B: BUFFALO SEWER AUTHORITY DIVERSITY FORMS

Buffalo Sewer Authority Equal Employment Opportunity Staffing Plan

☐ PRIME ☐ SUB Contractor Name: _____ Project _____

Contractor Address _____

Email: _____ Phone: _____

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

Enter the total number of employees for each classification

Job Category	Total Work Force	Work Force by Gender		White		Black		Hispanic		Asian & Pacific Islander		Native American		Total Minority		Disabled		Veteran		City Resident	
		Male (M)	Female (F)	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Board Member																					
Executive/Senior Level Officials & Managers																					
Mid Level Officials and Managers																					
Licensed Professionals																					
Technicians																					
Sales Workers																					
Skilled Craftsmen																					
Operatives Semi-Skilled																					
Laborers and Helpers																					
Service Workers																					
Administrative support/clerical workers																					
TOTALS																					
PREPARED BY (Signature):										Telephone #:						Date					
Name and Title (Print or Type):										Email:											

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

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