



City of Buffalo New York

Buffalo Police Department
68 Court Street
Buffalo, NY 14202

PHONE (716) 851-4329 FAX (716) 851-4081

REQUEST FOR PROPOSALS
for
On-line Police Report Services

DATE ISSUED: March 28, 2019

Question submission deadline: April 5, 2019 by 4:00p.m.

VIA EMAIL TO: jdrinaldo@bpdny.org

Answers posted on the City's website: April 12, 2019

PROPOSAL SUBMISSION DATE: April 26, 2019 at 11:00 a.m.

SECTION 1- INTRODUCTION

The City of Buffalo (hereinafter “the City”) through its Department of Police is issuing this Request for Proposals (RFP) from qualified, experienced entities to provide the Buffalo Police Department (hereinafter “BPD”) with a system that will provide citizens with the ability to file Police Reports with the BPD electronically.

SECTION 2- BACKGROUND

The BPD responds to nearly six thousand (6,000) calls for service weekly. Many of these calls are for petty crimes that have no solvability, but still require a police report. Many callers file a police report for insurance reasons. The BPD wants to expedite the process for a citizen to file a report and receive an approved copy for insurance or other purposes.

SECTION 3- INSTRUCTIONS TO OFFERORS

3.1 General Invitation

The City invites Offerors to submit a proposal to furnish software, materials, installation and training services in accordance with the terms, conditions and specifications contained herein. For purposes of this RFP, the City’s designee shall be Captain Jeff Rinaldo.

The BPD will receive all proposals in person or via mail by no later than **April 26, 2019 11:00 AM EST**. All proposals shall be sealed, clearly labeled on the front of the package and delivered to:

**City of Buffalo Police Department
Attn: Captain Jeff Rinaldo
68 Court Street
Buffalo, NY 14202**

The outside of each sealed envelope or package should be labeled:

Proposal Enclosed:
On-line Police Report Services RFP
Proposals Due: **April 26, 2019**
Submitted by: _____

The received time of proposals will be determined by the clock at the above noted location. Any proposal received after 11:00am on will be rejected and returned unopened to sender.

NO CONSIDERATION WILL BE GIVEN TO PROPOSALS RECEIVED AFTER THE STATED DATE AND TIME.

The City will not be responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence.

Proposals are solicited in accordance with the terms, conditions and instructions as set forth in this RFP. Submission of proposals via telephone, facsimile, e-mail or any other method not specifically provided for herein is prohibited. Proposals must be completed in accordance with the requirements of this RFP. No amendments or changes to proposals will be accepted after the closing date and time.

THE CITY OF BUFFALO RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE CITY, OR WAIVE ANY INFORMALITY IN ANY PROPOSAL. THE CITY MAY ALSO REJECT ANY AND ALL PROPOSALS.

Any material misrepresentation made by an Offeror may void its proposal and eliminate the proposal from further consideration. Any proposal that is based upon violation of federal, state or local law, or deemed to be non-responsive will be eliminated from consideration.

The City shall not be responsible for any expenses or charges incurred by an Offeror in preparing or submitting a proposal, or in their providing any additional information considered necessary by the City in the evaluation of their proposal.

3.2 *Schedule*

Listed below is the anticipated schedule for all actions related to this RFP. In the event that there is any change or deviation from this schedule, such change will be posted on the City's website at www.buffalony.gov/bids.

| <u>EVENT</u> | <u>DATE</u> |
|---|-------------|
| Issuance of RFP | 03/28/2019 |
| Written Questions from Offerors due | 04/05/2019 |
| Responses to Questions posted on City website | 04/12/2019 |
| Proposals Due by 11:00 AM | 04/26/2019 |

3.3 *RFP Review, Additional Information and Questions*

Each Offeror is responsible for carefully examining all RFP documents and thoroughly familiarizing themselves with each of the City's requirements prior to the submission of a proposal to ensure that responses are in compliance with the RFP.

Each Offeror 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 Offeror from its obligation to comply, in every detail, with all of the provisions and requirements contained in the RFP.

Questions regarding the RFP shall be directed to the City's designee only. Any impermissible contact with any other City officer or employee regarding the RFP during the procurement period or any other restricted period set forth by the City designee shall result in the rejection of any such Offeror's proposal. Offerors shall communicate in writing only. No other communications with the City's designee regarding the RFP are permitted during the procurement period.

Questions regarding this RFP shall be submitted in writing to Captain Jeff Rinaldo VIA E-mail only to: jdrinaldo@bpdny.org and must be submitted no later than **4:00pm April 5, 2019**. The subject line must identify the RFP by title. Should the question be considered relevant to all Offerors, the City/BPD will provide both the question and the written answer to all known Offerors and it shall be posted on the City's website at www.buffalony.gov/bids. Offerors are solely responsible for ensuring the City/BPD has a current address, e-mail address and telephone number on file for the Offeror. The City does not assume any responsibility for undelivered e-mails or for the receipt of any communication sent to any Offeror.

No other representatives of the City of Buffalo or BPD are to be contacted regarding this Request for Proposals. No lobbyists, politicians, government employees or officials should be contacted and asked to influence this RFP process. The City/BPD accepts no responsibility for, and the proposer agrees not to rely upon, any verbal or written statements or representations from any other person, whether or not employed by the City of Buffalo or BPD.

3.4 Addendums and Modifications

The City reserves the right, in its sole discretion, to amend this RFP at any time prior to the deadline for submission of proposals. In the event that it becomes necessary to revise or expand upon any part of this RFP, all addendums, amendments, and interpretations to this RFP will be made in writing and posted on the City's website at www.buffalony.gov. The City may also endeavor to notify all Offerors to whom the RFP has been issued.

All addendums shall be incorporated as part of the RFP documents as though they were originally set forth herein. The City does not assume any responsibility for the receipt of any addendum sent to any Offeror.

Any information supplied by the City relative to this RFP must be considered in preparing proposals. All other contacts that an Offeror may have had before or after receipt of this RFP with any individuals, employees, subcontractors, consultants or representatives of the City and any information that may have been read in any news media or seen or heard in any communication regarding this RFP should be disregarded in preparing responses.

3.5 Proposal Format

Offerors are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of the RFP may cause a proposal to be rejected. Submission of a proposal in response to this RFP constitutes acceptance of all requirements outlined in the

RFP.

One (1) original and three (3) hard copies, along with one (1) digital copy (CD or Flash Drive) must be provided. Proposals must be prepared on 8-1/2" x 11" paper using a font no smaller than 11-point with one-inch margins. Each page of the submission must be numbered in a manner so that it can be uniquely identified. The narrative response portion of the proposal is limited to ten (10) double-spaced pages. Legibility, clarity and completeness are required.

The proposal must be signed by each individual Offeror or their authorized representative who shall have the authority to legally bind the Offeror(s). The proposal shall also contain a statement that the proposal, including all proposed prices, contained therein shall remain firm and irrevocable for a period of ninety (90) days following the City's receipt of such proposal and the award of the contract, if any.

In the event that an Offeror cannot comply with any term, condition, or requirement of this RFP, such non-compliance must be clearly noted on the Offeror's letterhead and submitted with the proposal. Offerors are cautioned that such non-compliance may result in disqualification of their proposal, at the sole discretion of the City. No allowance will be made for un-noted non-compliance of any kind by the Offeror.

SECTION 4 - REQUIRED CONTENT

4.1 Cover Letter

Each Offeror or their authorized representative shall prepare and sign a cover letter. Submission of the letter shall constitute a representation by the Offeror that it is willing and able to perform the services described in the RFP and their proposal.

The cover letter must explain the Offeror's understanding of the City's intent, objectives, and how the Offeror proposes to achieve those objectives. It must also discuss the Offeror's plan for implementing the described services, including any proposed approach to project management, strategies, and any additional factors that may be beneficial to the City in achieving its' goals.

4.2 Company Profile

Each Offeror is required to prepare and submit a brief description, and Program Narrative, limited to ten (10) pages in length, of the Offeror's firm, company, or corporation, which must include:

1. Name, mailing address, email address, telephone number and fax number of the primary contact person for the firm;
2. A brief description of the firm, including the number of years in business, major business lines, major markets served, company history, relevant operating segments, primary vision and strategy, number of employees, office locations and any Joint Venture Partners;
 - a. Workforce: Offerors should describe any programs or actions they undertake to attract, recruit, train, retain and promote minority and female employees, partners and associates and current representation of minorities and women;
 - b. Community Involvement: Offerors should describe any programs or initiatives they sponsor or support that further the development of minority or women-owned business enterprises;
 - c. Offeror Policies: Offerors should describe any procurement policies or practices they have adopted that provide M/WBE suppliers or services business opportunities.
3. Brochures, program reports, evaluations, or other evidence of past program experience and performance
4. 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 Offeror;
5. Financial details demonstrating your firm's financial capacity to undertake and complete the project;

The City may solicit relevant information concerning Offeror's record of past performance from previous clients, or any other available sources. Each Offeror must provide a summary of their professional qualifications and the experience of all team personnel who will be dedicated to the services described in this RFP. For each person identified, describe the following information:

1. Title and reporting responsibility;
2. Proposed role in this project, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility, if appropriate);
3. Pertinent areas of expertise and past experience;
4. Base location (local facility, as applicable);

5. Curriculum vitae and corporate personnel profiles which describe their overall experience and expertise.

4.3 References

Each Offeror must provide references from at least three (3) law enforcement agencies, where their services have been successfully implemented and are currently being used.

The list must identify your staff members who worked on each project, budget, schedule and project summary. Descriptions should be limited to one page for each project. Experience will not be considered unless complete reference data is provided. At a minimum, the following information must be included for each client reference:

1. Client name, address, contact person name, telephone, and fax number;
2. Description of services provided similar to the services outlined in this RFP;
3. Nature and extent of Offeror's involvement as the prime contractor;
4. Identity of services, if any, subcontracted, and to which other company;
5. Total dollar value of the contract;
6. Contract term (start date and expiration date).

SECTION 5 – QUALIFICATIONS

- 1) Offeror must show at least five (5) years' experience in providing on-line police reporting services.
- 2) Offeror must demonstrate their experience working with law enforcement agencies located in New York State.

SECTION 6 - SCOPE OF WORK

The BPD is looking to retain the services of a vendor that has the capabilities to provide the citizens of the City with the ability to file police reports with the BPD electronically. The BPD will offer this on-line police report filing option for designated crimes, as determined by the BPD. The police reports must be able to be filled out and submitted using a desktop computer, laptop, tablet, or other mobile device. The Offeror will provide a solution whereby upon submission of a report by a citizen, said report will be sent, via email, to designated persons in the BPD, for final approval and submission.

The City's minimum requirements for any contract arising from this solicitation, including the services to be delivered, and the tasks the City has identified as necessary to meet those requirements are set forth herein. Each proposal must also provide evidence of system uptime percentage, expected downtimes to accommodate maintenance schedules, as well as provide a method of system monitoring for optimal performance.

Minimum Requirements:

1. The selected vendor will be responsible for the implementation and/or installation of all selected software/components, project management, training, and data migration.
2. The product offered must be fully integratable with the departments' existing Computer Aided Dispatch (CAD) system.
3. Any required Software Licensing must be provided. BPD will specify the number of End Users required.
4. BPD End User training
5. "Go-Live" Training and Implementation
6. Must have the capability to archive information after a user defined period
7. Must provide the ability to retrieve the information for future reference
8. Technical Support must be made available
9. Allow for the monitoring/tracking and auditing of actions taken by any user.

SECTION 7 – PROJECT DESCRIPTION

Solution Description

Each Offeror must submit a comprehensive and detailed description of the process by which it will perform the services described in this RFP including how the reports are designed, populated and submitted. Offerors are free to make recommendations of any additional features that they deem may be beneficial to the City meeting or exceeding its goals. Each Offeror must provide an estimate of what resources or equipment the City will have to supply to successfully implement their proposed solution. This estimate must, at a minimum, identify the reason, type and applied manpower hours that the Offeror expects the City to provide.

Deployment Plan

Offeror must include a comprehensive and detailed deployment plan with tasks over a proposed period of time. Offeror must describe the project management methodology that will be used to execute their proposed deployment plan.

The City would like to have all aspects of this proposal in production as soon as possible. Each proposal shall, at a minimum, reference Offerors' anticipated timeline for this project. All costs should, at a minimum, reflect the ability to meet your proposed timeline.

Dedicated Resources

Each proposal must contain a description of the facilities, equipment, personnel, communication technologies and other resources that Offeror will make available to the City for purposes of the successful implementation of the proposed project and any related services.

Cost

All proposals must include anticipated costs and the anticipated timeline for completion. The Offeror must detail all costs associated with the program that will be incurred by the BPD. All necessary software, equipment, labor, installation and training services necessary for successful implementation of the requested services are to be included with your pricing.

SECTION 8 - EVALUATION AND SELECTION PROCESS

8.1 Evaluating Proposals

The evaluation criteria that the City will utilize will be based upon the Offeror demonstrating their proven knowledge, understanding and experience in working on behalf of law enforcement agencies and the Offeror's ability to meet the City's needs.

Representatives of the City's BPD shall oversee this project, produce and release this RFP and evaluate all proposals. The City reserves the right, at the time of the evaluation of any proposals, to request any additional information that it deems necessary in order to make a decision on any proposal.

8.2 Basis of Selection

The process for selecting a winning proposal for this RFP will be an open and fair solicitation process. While total costs will be considered in the award of this RFP, it is not the only factor to be considered. The professional services sought herein are not subject to NYS competitive bidding requirements. Therefore, the lowest cost of any proposal may not necessarily be selected. The City intends to award a contract to the Offeror(s) whose proposal it deems to be in the best interests of the taxpayers. The City is under no obligation to award any contract in whole or in part, and it reserves the right in its sole discretion to cancel this RFP at any time before or after closing, without providing reasons for such cancellation. If only one proposal is received, the City reserves the right to reject it.

The City's evaluation process will be structured to secure highly skilled, diligent, responsive and experienced Offeror(s) who will be effective in providing the highest quality of services that the City requires.

All proposals will be evaluated upon, but not limited to, the following criteria:

Weight Factors

- 60%** The Offeror's experience and qualifications, demonstrated ability to fulfill the requirements of the proposal, success of past awards regarding aligned or similar projects, resumes of key members of the team, references, and other factors, which the City considers relevant.
- 20%** The review of proposals will also include an analysis of each Offeror's minority and women workforce development, policies and community involvement. Each Offeror must provide demonstrative evidence of how it meets these factors as more fully described in Section 3.2 Company Profile. The weight given to each factor is as follows:
 - 15% Minority workforce development, community involvement and policies.
 - 5% Women workforce development, community involvement and policies
- 20%** The proposed fee, including all expenses, hourly staff rates, payment terms, contract terms and conditions, and options.

TOTAL = 100%

8.3 *City's Reservations of Rights*

Upon submission of a proposal in response to this RFP, each Offeror acknowledges and consents to the following conditions relative to the submission and review and consideration of its proposal:

1. All costs incurred by the Offeror in connection with responding to this RFP and for participating in this procurement process shall be borne solely by the Offeror.
2. The City 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 Offerors responding to this RFP from further consideration for this procurement.
3. The City reserves the right, in its sole discretion, to reject any Offeror that submits incomplete responses to this RFP, or a proposal that is not responsive to the requirements of this RFP.
4. The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
5. All proposals in response to this RFP shall become the property of the City and will not be returned.
6. All proposals in response to this RFP, and any and all portions thereof, shall constitute public records, except as specifically exempted, subject to public disclosure, in accordance with NYS Freedom of Information Law.
7. The City may request that Offerors personally attend or send representatives to the City for interviews and a demonstration of Offeror's proffered services.
8. Any and all proposals in response to this RFP that are not received by the City by 11:00 a.m. April 26, 2019 will be rejected.
9. Neither the City, nor its officers, officials nor employees shall be liable for any claims or damages resulting from the solicitation or preparation of any proposals crafted in response to this RFP.
10. The City of Buffalo's name, logo, crest, seal, etc. shall not be used without prior, expressed, written consent of the City of Buffalo.

The City reserves that it may, in its sole discretion, exercise the following rights and options with regard to this RFP and the procurement process in order to obtain the most advantageous offer for the City:

1. To waive irregularities and/or minor non-compliance by any Offeror with the

requirements of this RFP;

2. To request clarification and/or further information from one or more Offerors, at any time, without becoming obligated to offer the same opportunity to all Offerors;
3. To enter into negotiations with one or more Offerors without being obligated to negotiate with, or offer the same opportunity, to all Offerors;
4. To reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost and to create a project of lesser or greater expense and reimbursement than described in this RFP or the Offeror's proposal based on the component prices submitted;
5. To determine that any proposal received in response to this RFP complies or fails to comply with the terms set forth herein;
6. To determine whether any perceived or actual conflict of interest exists that would affect or impair the award of any contract arising from this RFP to a Offeror(s);
7. To waive any technical non-conformance with the terms of this RFP;
8. To change or alter the schedule for any events called for in this RFP;
9. To conduct investigations of any or all of the Offerors, as the City deems necessary or convenient, to clarify the information provided as part of the proposal and to request additional information to support the information included in any proposal;
10. To suspend or terminate the procurement process described in this RFP at any time. If terminated, the City may determine to commence a new procurement process without any obligation to the Offerors;

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

SECTION 9 – CONTRACT AWARD

The successful Offeror(s) will be awarded a three (3) year non-exclusive contract, with the option to renew upon mutual agreement of the parties for up to two (2) additional one (1) year terms. The City reserves the right to contract any services awarded under this RFP to other firms at its sole discretion whenever it deems necessary.

The contract with the successful Offeror(s) (if any) shall include the terms of this RFP and together with those terms of the Offeror's proposal, which are not inconsistent with the RFP, and which have been specifically accepted by the City of Buffalo. Consideration for renewing the contract will be determined by the BPD following its analysis of the Offeror's performance.

SECTION 10 – INDEMNIFICATION/HOLD HARMLESS

For any contract arising from this solicitation, the successful Offeror(s) shall defend, indemnify and save harmless the City and its officers and employees from all claims, suits, actions, damages, losses, and costs of every name, nature, and description to which the City may be subjected or put by reason of any injury to the person or property of another, or the property of the City, resulting from the negligence or carelessness, active or passive, of the Offeror, its employees, agents or subcontractors, in the performance of any work under the contract. This provision shall include, but not be limited to, all losses, costs, and damages, which the City may suffer as a result of any negligent supervision of services or by reason of injury to the person or property of another, or the property of the City, resulting from the negligence or carelessness, active or passive, of the Offeror its or their employees, agents, or subcontractors, or the joint negligence, active or passive, of the Contractor and others, in the performance under the contract.

In addition to and in furtherance of the foregoing indemnity, the insurance coverage described herein must include language that states that the insurance carrier will defend the City for any and all claims arising or resulting from the contract. Furthermore, the whole, or so much of the money to become due under the contract as shall be considered necessary by the City, may be retained by it until all suits or claims for damages shall have been settled or otherwise disposed of, and evidence to that effect furnished to the satisfaction of the City.

SECTION 11 - INSURANCE COVERAGE REQUIREMENTS

The City of Buffalo requires insurance coverage as listed below for this service. Note: The term Offeror shall mean the successful Offeror(s), their respective agents, representatives, employees or subcontractors; and the term "City of Buffalo" (hereinafter called the "City") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions. The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or exclude the City from additional limits and coverage provided. Coverage shall be primary and non-contributory.

Minimum Scope and Limits of Insurance

11.1 Workers' Compensation Insurance and Disability Insurance:

With respect to all operations the Offeror performs, the Offeror shall maintain Workers' Compensation Insurance and Disability Insurance in accordance with the requirements of the laws of the State of New York. Evidence of Workers' Compensation Insurance and Disability Insurance must be provided on the New York State approved. The Accord form is not acceptable. Each certificate of insurance evidencing such coverages shall be submitted by the Offeror and must name the City of Buffalo as certificate holder on said certificates of insurance.

11.2 Commercial General Liability Insurance:

With respect to all operations the Offeror performs, the Offeror shall maintain Commercial General Liability insurance providing for a total limit of not less than one million dollars (\$1,000,000) per occurrence. Each annual aggregate limit shall not be less than two million dollars (\$2,000,000). A certificate of insurance evidencing such coverage shall be submitted by the Offeror and must name the City of Buffalo as additional insured and certificate holder under said policy. The City of Buffalo must also be named as an additional insured under any excess/umbrella liability policy.

11.3 Commercial Automobile Liability Insurance:

With respect to any owned, non-owned, or hired vehicles the Offeror shall carry Automobile Liability insurance providing at least one million dollars (\$1,000,000) per accident for bodily injury and property damage. A certificate of insurance evidencing such coverage shall be submitted by the Offeror and must name the City of Buffalo additional insured and certificate holder under said policy.

11.4 Professional Liability Insurance:

With respect to any damage caused by an error, omission or any negligent acts of the Offeror performed under the contract the Offeror shall carry Professional Liability insurance providing at least one million dollars (\$1,000,000) of coverage per claim for any wrongful act. A certificate of insurance evidencing such coverage shall be submitted by the Offeror and must name the City of Buffalo as certificate holder under said policy.

11.5 Network Security and Privacy Insurance:

With respect to all operations the Offeror performs the Offeror shall provide evidence of Network Security and Privacy coverage in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.

11.6 "Tail" Coverage:

If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Offeror shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following contract completion. Continuous "claims made" coverage will be acceptable in

lieu of “tail” coverage provided its retroactive date is on or before the effective date of the pertinent contract. If continuous “claims made” coverage is used, Offeror shall be required to keep the coverage in effect for the duration of not less than 24 months from the end of the contract.

11.7 Acceptability of Insurers:

All of Offeror’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 City’s Comptroller in his sole discretion.

11.8 Subcontractors:

The Offeror shall require subcontractors to provide the same “minimum scope and limits of insurance” as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the work performed by the subcontractor. All certificates of insurance shall be provided to the Corporation Counsel’s office as required herein and must be acceptable to the Corporation Counsel in his sole discretion.

11.9 Aggregate Limits:

Any aggregate limits must be declared to and approved by the City. It is agreed that the Contractor shall notify the City when fifty percent (50%) of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the Offeror agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid for solely by the Offeror. Deductibles and Self-Insured Retentions: Any deductible or self-insured retentions must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Offeror to pay and/or to indemnify.

11.10 Notice of Cancellation or Nonrenewal:

Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the City.

11.11 Waiver of Governmental Immunity:

Unless requested otherwise by the City, the Offeror and his insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

11.12 Certificate of Insurance:

As evidence of the insurance coverage required by the contract, the Offeror shall furnish certificate(s) of insurance to the Executive Department prior to the award of the contract and prior to the Offeror’s commencement of work under the contract. The certificate(s) will specify all parties who are endorsed on the policy as additional insureds (or Loss Payees). The certificates and endorsements for each insurance policy are to be signed by a

person authorized by the insurer to bind coverage on its behalf. Renewals of expiring certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to:

Buffalo Police Department
68 Court Street
Buffalo, New York 14202
Attention: Captain Jeff Rinaldo

SECTION 12 – GENERAL REQUIREMENTS

12.1 Non-Discrimination

The successful Offeror(s) shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection 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.

The successful Offeror(s) shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City, setting forth this nondiscrimination clause. In addition, the Offeror(s) shall, in all solicitations or advertisements for employees placed by or on behalf of the Offeror(s), state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam era, and comply in all other aspects with the requirements the Buffalo City Code and Ordinances.

12.2 Americans with Disabilities Act Compliance Provisions

Any Offeror(s) awarded a contract pursuant to an RFP are required to abide by the regulations of the Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. The Offeror will not discriminate against any employee or applicant for employment because of their disability and will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, discharge, compensation and fringe benefits, classification, referral and training. The ADA also requires vendors associated with the City of Buffalo to provide qualified applicants and employees with disabilities with reasonable accommodation that do not impose undue hardship. Offeror(s) also agree to post in a conspicuous place, accessible to employees and applicants, notices of their policy on non-discrimination.

In the event of the Offeror's noncompliance with the non-discrimination clauses of the contract, the contract may be canceled, terminated, or suspended, in whole or in part, and the Offeror may be declared ineligible by the Buffalo Common Council from any further participation in City contracts in addition to other remedies as provided by law.

12.3 General Compliance

The successful Offeror(s) agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this contract.

12.4 Executive Order 16-04

The City encourages the selection of individuals, firms and businesses that are active in the recruitment, training and retention of women, blacks, Hispanics and all other minority groups. The inclusion of specific selection criteria for those individuals, firms and businesses desiring to provide professional services to the City, that also considers the firm's recruitment, training and retention of women, blacks, Hispanics and all other minority groups, supports and encourages these practices.

Pursuant to Executive Order 16-04, issued in accordance with the laws of the State of New York and Article 2, Sections 2-3 and Article 4, Section 4-1 of the Charter of the City of Buffalo, all City departments are required to incorporate into their Requests for Proposals (RFPs) or Requests for Qualifications (RFQs) for professional services, including but not limited to, legal, architectural, accounting and engineering services, the following:

1. A minimum of fifteen percent (15%) of the total score of the professional services response to a RFP or RFQ issued by the City of Buffalo is to be based on the Offeror's minority workforce development, community involvement and Offeror policies;
2. A minimum of five percent (5%) of the total score of the professional services response to a RFP or RFQ issued by the City of Buffalo is to be based on the Offeror's women workforce development, community involvement and Offeror policies.
3. The factors to be considered include, but are not limited to, the following:
 - a. Workforce: Offerors should describe any programs or actions they undertake to attract, recruit, train, retain and promote minority and female employees, partners and associates and current representation of minorities and women.
 - b. Community Involvement: Offerors should describe any programs or initiatives they sponsor or support that further the development of minority or women-owned business enterprises in the City of Buffalo.
 - c. Offeror Policies: Offerors should describe any procurement policies or practices they have adopted that provide M/WBE suppliers or services business opportunities.

12.5 Performance Monitoring

The City will monitor the performance of the successful Offeror(s) against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with the contract. If action to correct such substandard performance is not taken by the Offeror within a reasonable period of time after being notified by the City, contract termination procedures will be initiated. All work submitted by Offeror shall be subject to the approval and acceptance by the City or its' designee(s). The City or its' designee(s) shall review each portion of the work when certified as complete and submitted by the Offeror and shall inform the Offeror of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

12.6 Independent Contractor

Nothing contained in the agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The successful Offeror(s) shall at all times remain an independent contractor with respect to the services to be performed under the contract. Any and all employees of Offeror(s) or other persons engaged in the performance of any work or services required by Offeror under the contract shall be considered employees or sub-vendors of the Offeror only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of New York or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered herein, shall be the sole obligation and responsibility of Offeror.

12.7 Accounting Standards

The successful Offeror(s) agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under the contract.

12.8 Retention of Records

The successful Offeror(s) shall retain all records pertinent to expenditures incurred under the contract for a period of three years after the resolution of all audit findings. Records for non-expendable property acquired with funds under the contract shall be retained for three years after final disposition of such property.

12.9 Inspection of Records

All records with respect to any matters covered by the contract shall be made available to the City or its designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data

12.10 Living Wage Policy

The Buffalo Living Wage ordinance applies to City contracts for services of more than \$50,000 value when the City contracts with a contractor employing more than ten people. The attached City of Buffalo Living Wage Commission Application For Contract with the City of Buffalo must be completed and accompany your response to this Request for Proposals.

12.11 Applicable Law

The laws of the State of New York shall govern all interpretations of this contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Erie, State of New York, regardless of the place of business, residence or incorporation of the Offeror. Each party agrees that all claims and matters shall be heard and determined in any such court and each party waives any right to object to such filing on venue, forum non-convenient or similar grounds. No such actions shall be commenced or maintained against the City unless the contractor shall, not less than sixty (60) days before the commencement or filing of such action(s), submit to the City via certified mail to the address for notices contained herein, an informal complaint specifically detailing each and every perceived allegation or grievance and that the City shall be afforded a reasonable amount of time within which to resolve any such claims.

12.12 Conflict and Priority

In the event that a conflict is found between provisions in any contract arising from this Request for Proposals, the successful Offeror's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Request for Proposals; and 3) Offeror's Proposal.

12.13 Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, videos, reports or other materials resulting from any contract arising from this RFP shall constitute the property of the City. The City may use, extend, or enlarge any document produced under the contract without the consent, permission of, or further compensation to the Offeror.

12.14 Termination

The City shall have the unilateral right to terminate any contract awarded hereunder, without cause, upon thirty (30) days written notice to the Offeror.

If termination shall be without cause, the City shall pay the Offeror, all compensation earned to the date of termination. If the termination shall be for breach of this contract by the successful Offeror(s), the City shall pay all compensation earned prior to the date of

termination minus any damages and costs incurred by the City as a result of the breach.

Notwithstanding the above, the Offeror shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of the contract by the Offeror. The City may, in such event, withhold payments due to the Offeror for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Offeror, from asserting any other right or remedy allowed by law, equity, or by statute.

12.15 Assignment

In accordance with General Municipal Law §109 you are hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of any contract awarded pursuant to the issuance of this RFP, or of any right, title, or interests therein, or the power to execute such contract, to any other person or corporation without the previous consent in writing of the City.

If any Offeror, to whom any contract is let, granted or awarded, as required by law, shall without the previous written consent of the City, assign, transfer, convey, sublet or otherwise dispose of this contract, or any right, title or interest therein, or the power to execute such contract, to any other person or corporation, the City shall have the unilateral right to revoke and annul such contract, and the City shall be relieved and discharged from any and all liability and obligations growing out of such contract to such Offeror, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such Offeror, and his assignees, transferees or sub-lessees shall forfeit and lose all moneys, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent, or affect an assignment by any such Offeror for the benefit of his creditors made pursuant to the laws of the State of New York.

12.16 Prime Contractor Responsibility

All sub-contractors will be subject to prior approval by the City. Prior to contract execution, the successful Offeror(s) will be required to furnish the corporate or company name and the names of the officers and principals of all sub-contractors. Notwithstanding any such approval by the City, the successful Offeror(s) shall itself be solely responsible for the performance of all work set forth in any contract resulting from the RFP and for compliance with the price and other terms provided in the contract. The successful Offeror(s) shall cause the appropriate provisions of its proposal and the contract to be inserted in all subcontracts.

The City's consent to or prior approval of any subcontract or subcontractor proposed by an Offeror shall not create or purport to create any obligation of the City to any such subcontractor, or any form of contractual relationship or relationship of privity between the City and the subcontractor. Any Offeror who obtains such approval or consent of the City shall be required to insert a clause so providing in all subcontracts.

12.17 Disclaimer

This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. This RFP is not binding on the City. No other party, including any Offeror to this RFP or further Offerors to any RFP that may be issued by the City, is intended to be granted any rights hereunder. Any response to this RFP, including written documents and verbal communication, with the exception of materials marked as trade secrets or confidential, may be subject to public disclosure by the City, or any authorized agent of the City. Any materials submitted or ideas elicited in response to this RFP shall be the sole and absolute property of the City with the City having title thereto and unrestricted use thereof.

12.18 Publicity

All publicity (including, but not limited to, news releases, news conferences, and commercial advertising) relating to this RFP and/or the services or products sought by this RFP and/or any contract awarded pursuant to this RFP shall require the prior written approval of the City.

12.19 Offerors Restricted

No proposal shall be accepted from or contract awarded to any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. No Offeror may be the prime contractor or prime Offeror for more than one proposal submitted pursuant to this RFP. Entities that are legally related to each other or to a common entity may not submit separate proposals as prime contractors or prime Offerors. Any proposal may be rejected that, in the City's sole judgment, does not comply with these conditions. Nothing contained in this RFP is intended to preclude a proposal by a system integrator that proposes to perform the substantive work proposed through sub-contractors.

12.20 New York State Executory Clause

Any contract(s) arising from this RFP shall be deemed executory only to the extent of monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the City beyond the amount of such monies. Neither the full faith and credit nor the taxing powers of the City of Buffalo are pledged to the payment of any amount due or to become due under such contract. It is understood that neither the contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the contract.

12.21 Copyright and Patent Rights

The successful Offeror(s) warrants that there are no existing claims of violation and Offeror has no knowledge of any potential claims of violation of copyrights or patent rights in products being proposed in this Request for Proposals as of the date of proposal

submittal. Offeror(s) shall indemnify and defend the City in any claim or action brought against the City based upon a claim that the software or hardware provided by the Offeror violated any copyright or patent rights.

12.22 Confidentiality

The Offeror agrees that neither it nor its employees will at any time or in any manner, either directly or indirectly, use any information for their own benefit, or divulge, disclose or communicate in any manner any information to any third party without the prior written consent of the City, or as may be required by law or the contract. The Offeror will protect the Information and treat it as strictly confidential. The confidentiality provisions shall remain in full force and effect after the termination of any contract formed as a result of this RFP.

12.23 Freedom of Information Law

The City of Buffalo 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 proposals, in their entirety, submitted in response to this Request for Proposal shall constitute a record subject to public disclosure pursuant to the Freedom of Information Law. It is the sole responsibility of each Offeror to this Request for Proposal 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 proposal 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. **THE CITY OF BUFFALO DOES NOT ASSUME ANY RESPONSIBILITY WHATSOEVER TO ANY OFFEROR 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.**

**CITY OF BUFFALO
DEPARTMENT OF ADMINISTRATION, FINANCE & URBAN AFFAIRS
DIVISION OF PURCHASE
65 NIAGARA SQUARE, ROOM 1901 CITY HALL
BUFFALO NY 14202**

REGULATIONS

**FOR ENTERING FORMAL PROPOSALS FOR MATERIALS, SUPPLIES,
EQUIPMENT AND SERVICES**

1. METHOD OF TENDERING PROPOSALS.

(A) No person, co-partnership, or corporation, shall submit more than one proposal, either directly or by agent. Each proposer shall sign said proposal with his/her full name, in his/her own handwriting, and, if a partnership, each partner must sign; if a corporation, the corporate name shall be signed, and signed and acknowledged by a duly authorized officer thereof.

(B) All proposers must submit with their proposal a statement indicating that they will work toward a minority workforce goal of 25%, and woman workforce goal of 5%. In addition, a statement must be submitted indicating that the proposer will work toward a business utilization goal for minority business enterprise of 25% and woman business enterprise of 5%.

Form EEO-2 is enclosed along with the Living Wage Statement. Both must be completed and returned with your proposal.

2. QUALIFICATIONS FOR PROPOSER.

Ordinarily, proposals are not considered from proposers on supplies, material or equipment, if the proposer or manufacturer of same is in bankruptcy, or in the hands of a receiver at the time of tendering a proposal or at the time of entering into a contract, but the Director of Purchase reserves the right to accept or reject such proposals in the best interest of the City. No proposal shall be accepted from any person or corporation that is in arrears to the City upon any debt or contract.

3. CONTRACT.

The successful proposer will be required to enter into a contract on the City's form.

4. PAYMENT.

Payment for material, supplies or equipment called for herein shall be made within thirty (30) days after approved completion of contract and the rendition of proper invoice to the Division of Accounting, 65 Niagara Square, Room 1214 City Hall, Buffalo, New

York 14202.

5. PATENT INFRINGEMENT.

The Contractor shall agree to indemnify and save harmless the City of Buffalo, its servants, agents and employees from any and all suits or action at law or in equity, which may hereafter be brought against them or either of them, for, or on account of, the infringement, or alleged infringement, of any patent or patent rights upon or pertaining to any of the articles described herein or supplied as a result of this RFP.

6. GENERAL.

(A) The proposer will not be allowed to take advantage of any errors or omissions. The Director of Purchase reserves the right to reject any and all proposals on any or all items in the proposal and to waive any informalities. In case of error, unit price governs.

(B) Should there be any question concerning these specifications, or the intent of these specifications, the prospective proposer shall apply to the City of Buffalo/ BPD for such information.

(C) These regulations, specifications, invitation for proposals, and the proposal are deemed to be incorporated in the contract.

(D) The Division of Purchase reserves the right to award by item, or as a whole, or to reject any or all proposals.

7. TAXES.

Quotations shall not include any New York Sales Tax as municipalities of New York State are not subject to this tax. No Federal Tax of any kind shall be included unless the Federal Law specifically levies such tax against purchases made by the political subdivisions of a State.

8. TITLE.

Proposer must transfer a good and incontrovertible title to all equipment furnished hereunder free and clear of all liens and encumbrances of whatever name and nature.

9. ASSIGNMENT AND SUBCONTRACTING

No proposer awarded a contract pursuant to this RFP shall assign or subcontract any part of such contract to any person, firm or corporation by whom a proposal was submitted to the City for the same contract. Further, no contractor shall assign, transfer or otherwise dispose of any contract awarded as a result of this RFP, or any part thereof, or any right, title or interest there under, without the prior written consent of the City of Buffalo/ BPD. Any such purported action without such consent shall be null and void.

10. SUBCONTRACTOR LIST.

The successful proposer shall submit a list of proposed subcontractors to the Director of Purchase for his approval and obtain his written consent thereto prior to the execution of the contract.

11. NATIONALLY KNOWN CORPORATIONS.

The Director of Purchase reserves the right to determine which corporations are to be designated as nationally known, and his decision will be final.

12. DELIVERY DATE, PENALTIES AND EXTENSIONS OF TIME.

The promised delivery date shall be considered by the City in making the award. Such delivery date shall be of the essence of the contract.

If the contractor and/or supplier fails to complete the contract work within the specified delivery date or within any extensions thereof granted in accordance with this section, the City may elect to permit the contractor and/or supplier to proceed with and complete the contract, provided, however, that in any such case such permission shall not be deemed a waiver in any respect by the City of the contractor's and/or supplier's liability for damages or expenses thereby incurred by the City as a result of the failure to complete delivery within the specified time, but such liability shall continue in full force against the contractor and/or supplier as if such permission had not been granted.

In order to avoid all controversy in the determination of actual damages or expenses to the City for the delay in completion of the contract by reason of the City's election not to terminate the right of the contractor and/or supplier to proceed with the completion of the contract, the contractor and/or supplier and/or their surety shall be liable for and shall pay or allow to the City a sum equal to one percent (1%) of the total amount of the contract per day as fixed and agreed liquidated damages for each and every calendar day, Sundays and holidays included, after the date fixed for delivery during which time the contract shall remain incomplete, and any such damages and expenses may be deducted by the City from any payment or payments then due or thereafter to fall due to the contractor and/or supplier.

No extension of time for completion of this contract shall be granted unless the contractor and/or supplier shall make written application to the City of Buffalo/ BPD no later than five (5) calendar days prior to the specified delivery date for an extension of time to complete delivery and the City of Buffalo/ BPD shall have granted such extension in writing no later than the date upon which delivery was to have been made. The granting of any such extension and the length of time thereof shall be in the sole discretion of the City of Buffalo/ BPD.

13. NON-COLLUSIVE PROPOSAL CERTIFICATION.

If the proposer is a corporation, the execution of the non-collusive certification in

the form of proposal shall be deemed to include the signing to non-collusion as the act and deed of the corporation.

No proposal shall be considered for an award nor will any award be made to a proposer where the proposal does not include the statements as to non-collusion as set forth in the form of proposal herein, provided however, that if in any case the proposer cannot make the foregoing certification, the proposer shall so state and furnish with the proposal a signed statement which sets forth in detail the reasons therefore. In such event the proposal shall not be considered for award nor shall any award be made unless the City of Buffalo/ BPD determines that such disclosure was not made for the purpose of restricting competition. In this connection, it should be noted that the fact that a proposer has published price lists, rates or tariffs covering items being procured or has informed prospective customers of the proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same price as being proposed, does not constitute, without more, a disclosure to any other proposer or to any competitor within the meaning of the non-collusive certification included in the form of proposal.

14. Conflicts of Interest

Confidentiality and lack of potential conflicts of interest is vital to maintaining the integrity of every investigation and the data gathered therein. **Therefore, the Company must disclose any potential conflicts of interests and/or relationships/connections by Principals and all employees who would have access to our account.** Such relationships may include, but are not limited to, connections to persons and organizations within the City of Buffalo through:

- a. Professional or Political associations
- b. Political donations
- c. Blood or Marriage
- d. Friendships
- e. City of Buffalo employees who currently work for your company, or come to work for your company during the RFP process, and after (should you receive a contract from the City of Buffalo) as employees or consultants
- f. Union Affiliations/Memberships
- g. Board Member

15. Inquiries

The City of Buffalo adheres to GML 139. No vendor may contact, lobby or otherwise discuss the RFP with any employee, union leader or elected official of the City of Buffalo or other government official, until an award has been officially made. Any contact regarding the RFP, other than allowed contact such as to discuss current business with the City of Buffalo, or during the question and answer period (via email ONLY) with the person/s identified below, may result in a vendor's immediate disqualification. All vendors will be required to submit a Contract Certification Statement if awarded a contract.

All inquiries during the question and answer period only should be directed **via e-mail only** to: **Captain Jeff Rinaldo: jdrinaldo@bpdny.org**

The subject line must identify the RFP by title.

16. SECTION 220-E, Labor Law.

PROVISIONS IN CONTRACTS PROHIBITING DISCRIMINATION ON ACCOUNT OF RACE, CREED, COLOR OR NATIONAL ORIGIN IN EMPLOYMENT OF CITIZENS UPON PUBLIC WORKS.

Every contract for or on behalf of the state or a municipality for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies shall contain provisions by which the contractor with the state or municipality agrees:

(a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates;

(b) That no contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin;

(c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

(d) That this contract may be canceled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and

(e) The aforesaid provisions of this section covering every contract for or on behalf of the state or municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

STATEMENT OF COMPLIANCE and CONFLICTS OF INTEREST

Your signature below denotes that your organization, company or corporation and /or the officers, directors, employees or agents thereof have reviewed and agreed to comply with Article 9, State Finance Law Section 139. No past or present lobbyist, employee, officer or board member of your organization, company or corporation may contact any past or present City of Buffalo Employee, Union Leader, Elected Official (City or otherwise) in an attempt to influence the outcome of the RFP decision.

Additionally, any potential or identified conflicts of interest are to be disclosed below. As conflicts are discovered, they must be disclosed in writing, to the designated contact person identified in the RFP, during the entire RFP, award, contract negotiation, ratification and execution process and even after contract award.

Conflict or potential conflict:

Signature: _____

Company: _____

Title: _____

Date: _____

DEBARMENT CERTIFICATION

Has your company or any affiliate been debarred from any state or federal contract within the last five (5) years?

Yes No

If Yes, please specify the contract, contract type, dollar amount, reason and date of debarment.

Company Name: _____

Signature _____

Date: _____

FORM 2A – OFFERORS AFFIRMATIVE ACTION STATEMENT

The _____
(Company Name)

hereby states that we will make good faith efforts to ensure a diverse workforce and minority business participation for this proposal/bid in accordance with the City of Buffalo Charter, Chapter 96, Bonds and Contracts.

We will work toward a minority workforce goal of 25%, and woman workforce goal of 5%. In addition, we will work toward a business utilization goal for minority business enterprise of 25% and woman business enterprise of 5%.

(Signature of Authorized representative of Bidder)

Date _____

BIDS/PROPOSALS FAILING TO INCLUDE OR COMPLETE ANY OF THE ABOVE ITEMS WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE ACCEPTED.

FORM EEO-2



City of Buffalo Living Wage Commission

APPLICATION FOR CONTRACT WITH THE CITY OF BUFFALO

The City's Living Wage Ordinance applies to contracts for services in which the City pays – or receives – more than \$50,000 per year, and the contractor employs more than ten people. If you are bidding, responding to an RFP, or otherwise planning to make a contract with the City, you must complete this form, a copy of which will be forwarded to the City's Living Wage Commission. Your subcontractors need not file a separate Application, but they must pay a living wage. If you win the contract, you and your subcontractors will file quarterly reports with the Living Wage Commission.

You must certify that you will pay at least the hourly wages mandated by the Ordinance. The 2019 hourly rates are \$12.04 with health insurance and \$13.52 without health insurance. There will be an automatic cost-of-living adjustment each January 1.

There are two exceptions to the Ordinance. Professional contracts such as legal, architectural, or engineering services are not covered by the Ordinance. Also, persons employed in construction work covered by prevailing wage laws are exempt from the Ordinance.

The City department responsible for the contract should forward the completed Application for Contract of the employer chosen for the contract to: Living Wage Commission, c/o Cornell University ILR, 617 Main St., Suite 300, Buffalo, NY, 14203: lwcbuffalo@gmail.com.

1. Company Information

| | |
|--------------------------------|--|
| Company Name: | |
| Executive Officer: | |
| Address: | |
| City, State, Zip: | |
| Phone No.: | |
| Total No. of Employees: | |

2. Please describe the specific project or service for which the contract is sought:

| |
|--|
| |
| |

3. Contract Information

| | |
|---|--|
| Dollar Value of Your Bid/Contract: | |
| Identifying City Contract or Project Number: | |
| Start and End Dates of Contract: | |

4. If you answer “Yes” to any of these, you need not complete parts 5, 6, and 7

| | |
|---|--|
| A) Are all persons who will work under the contract construction workers covered by federal or state prevailing wage laws? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| B) Is this a contract for professional services such as legal, architectural, or engineering? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C) Do you employ less than ten people? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| D) Is the total value of the contract less than \$50,000 per year? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

5. Please describe the employees who will work on this contract. Attach additional sheets as needed.

| Job Title | Duties to be Performed | Hourly Wage | Receives Health Benefits? |
|-----------|------------------------|-------------|---------------------------|
| | | | |
| | | | |
| | | | |
| | | | |

6. Subcontractors

| | |
|---|--|
| Will there be subcontractors? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If yes, please provide name address, and phone for each subcontractor. Attach additional sheets as needed. | |

7. Please provide a signature by an official of your company with the legal authority to make binding commitments.

I certify that if awarded a City contract I will fully comply with the Living Wage Ordinance.

Signature: _____

Print: _____

Title: _____

Date: _____

TECHNOLOGY CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement is entered into as of this ____ day of the month of _____ in the year _____ between the City of Buffalo, a municipal corporation with offices located at 65 Niagara Square, Buffalo, New York 14202, hereinafter referred to as the "City" and _____ a company/individual/corporation, with offices located at _____, hereinafter referred to as the "Contractor".

WHEREAS, the City has expended substantial resources in developing its business operations, products and relationships with suppliers, manufacturers, customers and others in the United States and/or other countries; and

WHEREAS, New York State Public Officers Law permits the City to deny access to records that if disclosed, would jeopardize the capacity of the City or any entity that has shared information with the City to guarantee the security of its information technology assets, such assets encompassing both electronic information systems and infrastructures; and

WHEREAS, the City and Contractor are desirous of entering into a governmental relationship and/or transaction, which may include the City's granting of access to records and information that are not generally available to the public and that may properly be withheld from public disclosure where such records and information may include but not be limited to the disclosure of the City's critical infrastructure, including but not limited to, its operations, products, systems, assets, and information technology and/or details thereof; and

WHEREAS, the City has expressed to the Vendor its concerns over the disclosure and unauthorized re-dissemination to third parties of records, information, or details whether general or specific relative to the City's critical infrastructure, including its information technology, some of which may be proprietary and subject to copyright protection; and

WHEREAS, the City has expressed to the Contractor its concerns over the disclosure and unauthorized re-dissemination to third parties of such records or information relative to the City's critical infrastructure configuration, including its information technology, which, if disclosed, could jeopardize the health, safety, welfare or security of the City, its residents or its economy; and

WHEREAS, the City has conditioned its willingness to disclose or allow access to its critical infrastructure configuration, including its information technology, to the Contractor based upon the Contractors' agreement that the its' agents, employees, and/or representatives shall (i) keep confidential all records and information disclosed by the City,

(ii) limit the use of all such records and information disclosed by the City for the sole purpose of activities related to the potential or actual governmental relationship between the Contractor and the City.

NOW THEREFORE, in consideration of the promises and agreements herein contained, the parties agree as follows:

That the purpose of this Agreement is to grant the Contractor limited conditional access to the City's critical infrastructure configuration, including its information technology, and such information that is not generally available or required to be made available to members of the public pursuant to applicable law.

ARTICLE 1

DEFINITIONS

Section 1.01 Definitions

As used in this Agreement, the words or phrases listed below shall have the meanings indicated:

(a) "Critical infrastructure" shall mean the systems, assets, places or things, whether physical or virtual, so vital to the City that the disruption, incapacitation or destruction of such systems, assets, places or things could jeopardize the health, safety, welfare or security of the City, its residents or its economy.

(b) "Confidential Information" means any data or information that is relative to the City's critical infrastructure, including its information technology, some of which may be proprietary and subject to copyright protection and not generally known or available to the public, , including, but not limited to, any plans, operations, specifications information, any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and any other information that should reasonably be recognized as confidential information of the City that if disclosed would jeopardize the security of its critical infrastructures and information technology assets, such assets encompassing both whether in tangible or intangible forms.

(1.) Notwithstanding anything in the foregoing to the contrary, confidential information shall not include information which: (a) was known by the Contractor prior to receiving the confidential information from the City; (b) becomes rightfully known to the Contractor from a

third-party source not known (after diligent inquiry) by the Contractor to be under an obligation with the City to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the Contractor in breach of this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation.

ARTICLE II

COVENANTS AND AGREEMENTS

Section 2.01. Confidentiality of Information; Duty of Non-Disclosure

Contractor acknowledges that the dissemination or unauthorized re-dissemination to third parties of the City's confidential information could jeopardize the security of the City's critical infrastructures, including its' information technology, assets, tangible and intangible, electronic and physical infrastructures.

Contractor shall not disclose to any person or entity except as necessary to in good faith conduct its investigation of a potential contractual relationship with the City, or use for its own personal or commercial gain any confidential information disclosed by the City or otherwise learned by reason of Contractors' contractual relationship with the City.

Section 2.02. Use of Confidential Information

Contractor agrees to use the confidential information solely in connection with the current or contemplated contractual relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the City. No other right or license, whether expressed or implied, in the confidential information is granted to the Contractor hereunder. All rights and title to the confidential information shall remain solely with the City. All use of the confidential information by the Contractor shall be for the benefit of the City and any modifications and improvements thereof by the Contractor shall be the sole property of the City.

Section 2.03. Compelled Disclosure of Confidential Information

Notwithstanding anything in the foregoing to the contrary, the Contractor may disclose confidential information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Contractor promptly notifies, to the extent practicable, the City in writing of such demand for disclosure so that the City, at its' sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the confidential information. The Contractor agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the City with respect to any such request for a

protective order or other relief. Notwithstanding the foregoing, if the City is unable to obtain or does not seek a protective order and the Contractor is legally requested or required to disclose such confidential information, disclosure of such confidential information may be made without liability.

Section 2.04. Term

This Agreement shall remain in effect until the latter of such time as the City provides to the Contractor thirty (30) days written notification of its termination of this contract, or one (1) year following the disclosure of the confidential information as described under subsection (b)(1) of Section 1.01 entitled Definitions.

Section 2.05. Remedies

Both parties acknowledge that the confidential information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the confidential information would result in a significant security risk to the City. The damages to City that would result from the unauthorized dissemination of the confidential information would be impossible to calculate. Therefore, both parties hereby agree that the City shall be entitled to injunctive relief preventing the dissemination of any confidential information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. The City shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

Section 2.06. Return of Confidential Information

Contractor shall immediately return and redeliver to the other all tangible material embodying the confidential information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any confidential information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder or (ii) the termination of this Agreement. Alternatively, the Contractor, with the written consent of the City may (or in the case of Notes, at the Contractor's option) immediately destroy any of the foregoing embodying confidential information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Contractor supervising the destruction).

Section 2.07. Notice of Breach

Contractor shall notify the City in writing immediately upon discovery of any unauthorized use or disclosure of confidential information by Contractor or its representatives, or any

other breach of this Agreement by Contractor or its representatives, and will cooperate with efforts by the City to help the City regain possession of confidential information and prevent its further unauthorized use.

Section 2.08. Severability

Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the confidential information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall read and be enforced as though it were included herein. If through mistake or otherwise, any such provision is not inserted, or is not properly inserted, then upon written application of either party, this Agreement shall be forthwith physically amended to make such insertion or correction.

Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

Section 2.09. Prior Agreements

This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

Section 2.10. Jurisdiction

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of New York State applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of law provisions thereof. The Federal and state courts located in New York State shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

Section 2.11. Notices

Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be

deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

For City of Buffalo:

Kenneth Barnes
Chief Information Officer
Management Information Systems
65 Niagara Square
1201 City Hall
Buffalo, New York 14202

For Vendor:

Section 2.12. Assignment

This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

Section 2.13. Miscellaneous

Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this date.

| | |
|--------------------------|--------------------------|
| Date: _____ _____ | Date: _____ _____ |
|--------------------------|--------------------------|

ACKNOWLEDGMENTS

State of New York)

County of Erie) ss.

On the day of _____, in the year 2019, before me, the undersigned, a notary public in and for said state, personally appeared _____, the _____ of _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity as _____ of said Company/Corporation/legal entity, and that by his/her signature executed the instrument.

Notary Public

State of New York)

County of Erie) ss.

On the day of _____, in the year 2019, before me, the undersigned, a notary public in and for said state, personally appeared _____, Director of City of Buffalo Department of Management Information Systems, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Director of said Department, and that by his signature executed the instrument.

Notary Public

