



**CITY OF BUFFALO
NEW YORK**

DEPARTMENT OF FIRE
68 COURT STREET
BUFFALO, NY 14202
PHONE (716) 851-5333

**REQUEST FOR PROPOSALS
FOR
FIRE RESCUE COST RECOVERY SERVICES
FOR THE
CITY OF BUFFALO FIRE DEPARTMENT**

❖ **REQUEST FOR PROPOSALS ISSUE DATE: July 15, 2021**

❖ **WRITTEN QUESTIONS DUE VIA EMAIL ONLY**
Director of Fire Personnel Michael Andrews mcandrews@bfdny.org
July 28, 2021 BY 4:00 PM

❖ **RESPONSES TO QUESTIONS POSTED ON THE CITY'S
WEBSITE: www.buffalony.gov**
August 4, 2021 BY 4:00 PM

❖ **PROPOSALS DUE/CLOSING DATE**
August 18, 2021 @11:00 AM

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SECTION 1 - PURPOSE AND INTRODUCTION

The City of Buffalo (City), Department of Administration & Finance, has issued this Request for Proposals (RFP) for a Billing for Services provider to enhance cost recovery for fire and rescue efforts. The City believes that certain costs incurred by the City for providing certain fire, emergency, and non-emergency services through its Fire Department should be reimbursed by an individual's automobile and/or other insurance provider.

1.1 Narrative

The project being undertaken by this RFP is to secure the professional services of an outside agency to assist in the recovery of costs associated with fire, emergency and non-emergency response, and extrication services provided by the City of Buffalo Fire Department. These services should include developing new techniques and technologies for the recovery of cost for rescue and extrication services provided by first responding units.

The successful proposal should address forms and procedures to be used by first responding units, procedures necessary for submitting claims to insurance companies, procedures outlining full accountability and tracking of all claims, and remittance procedures to the City.

The proposal will be evaluated based on ease of integration with current City procedures and policies, along with their past demonstrated successful operations in other cities. The Offerors' technical ability and knowledge of all laws and regulations as they apply to the City will also be considered.

The City seeks to recover cost for services as allowed by City Ordinance § 175-4 and provide for a systematic and standard recovery process that allows creditability to be maintained with insurance providers. The City will engage in a working relationship with a creditable service provider to establish a seamless method for cost recovery. The cost recovery procedures must benefit the City without diminishing its integrity.

Offeror's proposal shall be based on cost recovery from insurance carriers ONLY, not individual residents or companies.

SECTION 2 - INSTRUCTIONS TO OFFERORS

2.1 General Invitation

The City invites all interested parties to submit proposals for the fire rescue cost recovery services described herein.

The City of Buffalo Fire Department will receive all sealed proposals that have been addressed by no later than August 18, 2021 at 11:00 am. All proposals must be

clearly labeled on the front of the package referencing “Fire Rescue Cost Recovery Services,” and delivered VIA MAIL ONLY to:

**Fire Commissioner William Renaldo
City of Buffalo Fire Department
68 Court Street
Buffalo, New York 14202**

Offerors must allow sufficient mail delivery time to ensure receipt of their proposal at the specified location no later than the specified date and time. It is solely the Offeror’s responsibility to ensure that the proposal is timely delivered. Delays in United States mail deliveries or any other means of mail transmittal shall not excuse late proposal submissions. Offerors are cautioned that the City cannot be responsible for the actions of your chosen mail carrier. City of Buffalo staff is available to sign for deliveries on standard business days Monday-Friday from 8:00 AM to 4:00 PM. No in-person deliveries by Offerors will be accepted on any day for this solicitation.

Proposals are solicited in accordance with the terms, conditions and instructions 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 the solicitation. No amendments or changes to proposals will be accepted after the closing date and time. No proposals shall be accepted after the stated deadline. The City reserves the right to reject any or all proposals.

Any material misrepresentation made by a party may void their proposal and eliminate the party 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 any 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.

We would appreciate the courtesy of promptly advising us if you do not intend to respond to this solicitation so that we may properly maintain our records of those individuals/Offerors that expressly did not wish to be considered.

2.2 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).

EVENT	DATE
Issuance of RFP	July 15, 2021
Written Questions from Offerors due	July 28, 2021 by 4:00 pm
Responses to Questions posted on City website	August 4, 2021 by 4:00 pm
Proposals Due	August 18, 2021 at 11:00 am

Please be advised that proposals submitted in response to this solicitation will be opened in accordance with Governor Andrew M. Cuomo's Executive Orders, which provides, among other things, for the temporary suspension or modification of General Municipal Law §103(2) "to the extent necessary to allow the non-public opening of bids; provided, however, that, where practical, public entities shall record or live stream bid openings so that the public has the opportunity to view such bid openings."

2.3 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 their submission of a proposal to ensure that their 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.

For purposes of this RFP, the City's designee shall be **Lieutenant Michael Andrews, City of Buffalo Fire Department**. 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 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. All questions, requests for clarification or additional information must be sent by email to Lt. Michael Andrews at mcandrews@bfdny.org and must be received no later than 4:00 pm on July 28, 2021. **Offerors shall not communicate with the City's designee via any other method or outside of the time period set forth herein.**

Questions received from all Offerors will be answered and shared with all Offerors via the City's website at (www.buffalony.gov) by 4:00 pm on August 4, 2021. No other representatives of the City are to be contacted regarding this RFP. The City accepts no responsibility for, and each Offeror agrees not to rely upon, any verbal or written statements or representations from any other person, whether or not employed by the City.

The City may, in its sole discretion, also elect to provide both the question(s) and the written answer(s) to all known Offerors via e-mail. Offerors are solely responsible for ensuring that the City has accurate contact information, including an e-mail address for the receipt of such correspondence. The City does not assume any responsibility for undelivered e-mails or for the receipt of any communication sent to any Offeror.

2.4 Addenda 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 the 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. 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 facility regarding this RFP should be disregarded in preparing responses.

2.5 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 their proposal to be rejected. Submission of a sealed proposal in response to this RFP constitutes acceptance of all requirements outlined in the RFP.

One (1) original proposal 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 proposal materials must also be provided. Each page of the submission must be numbered in a manner so that it can be uniquely identified. Legibility, clarity and completeness are required.

The proposal must be signed by the 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 sixty (60) days following the City's receipt of such proposal and through the award of the contract.

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 3 - REQUIRED CONTENT

3.1 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 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.

3.2 Company Profile

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

- A. Name, mailing address, email address, telephone number and fax number of the primary contact person for the firm;
- B. 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;
- C. A detailed background of your firm's subject matter expertise in research, data and the Fire Rescue Cost Recovery domain;
- D. A copy of any resolution or some other form of authority, signed by a Chief Executive Officer, Corporate Secretary, or managing partner, which lists the specific officers who are authorized to execute agreements on behalf of the Offeror;
- E. Financial details demonstrating your firm's financial capacity to undertake and complete the project;
- F. Each Offeror must provide a list of at least three (3) customers, including one (1) government agency, where their fire rescue cost recovery services have been provided and subsequent improvements that were made as a result.

- i. 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.
 - ii. The City may solicit relevant information concerning Offeror's record of past performance from previous clients, or any other available sources.
- G. 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:
- i. Title and reporting responsibility;
 - ii. 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);
 - iii. Pertinent areas of expertise and past experience;
 - iv. Base location (local facility, as applicable);
 - v. Curriculum vitae and corporate personnel profiles which describe their overall experience and expertise.

3.3 References

Each Offeror must provide references from at least three (3) customers or of companies or other entities of comparable characteristics as the City of Buffalo, where their services have been successfully implemented and have been in use for at least six (6) months. Experience will not be considered unless complete reference data is provided. At a minimum, the following information must be included for each client reference:

- A. Client name, address, contact person name, telephone, and fax number;
- B. Description of services provided similar to the services outlined in this RFP;
- C. Nature and extent of Offeror's involvement as the prime service provider;
- D. Identity of services, if any, subcontracted, and to which other company;
- E. Total dollar value of the contract;
- F. Contract term (start date and expiration date).

3.4 Cost Recovery Plan

Each Offeror must submit a fire rescue cost recovery plan that is creative, comprehensive, and contains a detailed description of the processes by which they will perform the services described in this RFP. Offerors must also describe the project management methodology that will be used to execute their plan.

All responses must include anticipated costs and an anticipated timeline. Where appropriate, each Offeror must provide an estimate of what resources including, facilities, equipment, personnel, communication technologies and other resources that may be required from the City for implementing any proposed plan. This estimate must, at a minimum, identify the reason, type and any resources that the Offeror expects the City to provide

SECTION 4 –SCOPE OF WORK

4.1 Offeror's Office Operation

The successful Offeror must provide a description of the following:

- A. A detailed proposal for rescue cost recovery.
- B. The effectiveness of the cost recovery and the competence of the agency.
- C. The agencies reputation for high ethical standards in the field of medical cost recovery.
- D. How the cost recovery procedures will be successfully implemented

4.2 Goals/Objectives

- A. Recover cost for services provided as allowed by City Ordinance § 175-4.
- B. Develop a working relationship with a creditable service provider.
- C. Provide a seamless method for cost recovery for
- D. Provide for cost recovery without diminishing the integrity of the City.
- E. Provide for a systematic and standard recovery process that allows creditability to be maintained with Insurance providers.

4.3 Specification for Submitting Proposals

- A. The specifications contained herein are considered by the City as the most desirable, but alternate proposals equal to or substantially complying with these specifications may be considered whenever such action is in the best interest of the City. Variances to the specifications contained herein shall be stated in detail either on the bid sheet, where applicable, or on a separate sheet of paper.

- B. Companies shall submit descriptive literature and any other data pertinent to their proposal.
- C. The successful agency should be knowledgeable and have at least 5 years' experience in insurance claims recovery.
- D. The agency must be duly licensed to operate within the City of Buffalo, State of New York.
- E. The successful agency will be presented with Revenue Recovery Information Forms and will submit them to various insurance companies for insurance recovery. A complete accounting of claims which are uncollectible shall be included in all reports.
- F. COST OF SERVICE: Describe the fees that would be charged by your firm to provide insurance recovery service. The fees should be stated as a flat percentage of funds collected, or as a flat rate per account, plus any additional charges or expenses for which your firm would expect to be reimbursed.
- G. Proposal shall include any optional, additional, or recommended services and their respective price.
- H. Company shall state the name and titles of all current personnel. Company shall state whether a commitment will be made to assign certain staff members to work exclusively on services under contract with the City, and state names, titles, and qualifications of those staff members.
- I. Company shall provide the name, address, contact person/telephone number and size of at least 5 other cities for which similar services have been provided within the last 5 years.
- J. All funds collected on behalf of the City will be made payable to City of Buffalo Fire Department, with fees deducted prior to payment.
- K. Failure to follow proposal specifications shall be reason for rejection of any bid proposal.

4.4 Offeror Requirements

- A. Offeror must have the ability to bill for Fire Department calls for service.

- B. Offeror must provide a written policy for the release of confidential information.
- C. Offeror will provide a copy of the company’s internal control policies and procedures.
- D. Offeror will provide a sample contract and an explanation of its pricing structure for the City to review. Pricing should include billing for services and any other offeror fees.
- E. Offeror shall submit with this proposal, proof of collection percentage rates for the past 5 years.
- F. Offeror shall bill insurance companies at rates approved by the City of Buffalo Fire Department, established under City Ordinance and approved by the Common Council. Offeror shall not, under any circumstance, direct-bill any citizen of the city of Buffalo.
- G. Offeror will bill insurers as many times as necessary and will ensure claims are met. In the event of a dispute, the offeror will provide a report on claims and disputes.
- H. Offeror must have a website that supports secure claim submission over the Internet. It should allow authorized personnel 24/7 access to view reports and all activity related to the claims, runs, payments, accounts aging, etc.
- I. Offeror will provide on-line electronic file lookup and be able to accept information from the City via email, fax, or from an electronic format.
- J. Offeror will provide custom reports and data exports on any data fields.

Offeror must be able to provide Claims by:

- Address
- Run Number
- Date of Service

Offeror must be able to provide Reports by:

- | | |
|---------------------------|------------------------|
| Usage | Selecting a date range |
| Averages | Daily |
| Districts | Monthly |
| Apparatus Responses | Quarterly |
| Station | Annually |
| Type of Service Performed | Year to Date |
| Response Times | |

Other Reports Required of Offeror:

- Accounts Receivable Aging

Month End Statements
Billing and Claims
Monthly Adjustments
Monthly Deposit Listing
Billing Companies Internal Controls

- K. Offeror will ensure daily backups are stored in a secure safe location.
- L. Offeror will describe the security measures used and provide adequate assurances of safeguards of the confidentiality of records.
- M. Offeror will send all billing invoices under the City's name. All remittance checks from insurance companies shall be made payable to the City of Buffalo.
- N. Offeror will mail all checks by United States Postal Service to the City along with a bill for services, and upon receipt of such, City will remit payment due to offeror; or if Lockbox is utilized by Offeror, Offeror shall instruct the Bank to forward to Buffalo Fire Department account representative, by U.S. Mail or electronic mail, a copy of any and all checks received, plus any bank deposit slips produced by the bank. All funds received shall be deposited into a designated account for processing.
- O. Offeror will provide the City with weekly deposit information to be sent to the City by emailing a designated City representative.
- P. Offeror will provide acknowledgement of the receipt of all billable information to the designated City representative.
- Q. Offeror will provide 24/7 electronic access to monthly statements and reports.
- R. Offeror will provide an accounts receivable aging report and a report on any billing and credit adjustments.
- S. Offeror will provide complete and accurate transcription of records.
- T. Offeror will provide communications only to the designated City representative(s) for the City.
- U. Offeror will allow on-sight inspections of records and deposits by designated City personnel and City external audit firm.
- V. Offeror will provide an orientation for all personnel and training for administrative personnel on the system setup and procedures as well as

provide customer service and onsite training free of charge to the City staff regarding billing questions, fielding of complaints, setup of files and report run assistance.

W. Offeror will have knowledge of fire service terminology to field billing customer complaints and assist City staff.

X. Offeror will provide an implementation plan and schedule.

4.5 Questions for Offeror

ANSWERS TO THE FOLLOWING QUESTIONS WILL BE UTILIZED IN EVALUATING YOUR PROPOSAL:

1. What letters, notices and legal correspondence are employed in the collection process (please provide samples.) How much time elapses between mailing of each notice or letter to an insurance company (either as a result of the insurance company's response or lack thereof, or as part of a pre-planned series)?
2. What period of time is spanned by the collection process (i.e. until the debt is paid or account is deemed uncollectible)?
3. What are the business hours maintained by your agency and what are the hours in which collection activity on City of Buffalo accounts will be performed?
4. What information is used to construct a debtor profile and how is that profile used?
5. What techniques are employed by your collectors to overcome resistance or hostility on the part of the insurance company?
6. How and when is an account determined to be uncollectible? How and when can the City expect to be notified of the uncollectible status of these accounts?
7. From the standpoint of aging accounts, when is the initiation of a secondary collection effort most likely to produce satisfactory results, and when is it most unlikely to do so?

COMMUNICATIONS:

1. To facilitate the collection process, how often should the members of your staff and the members of the City's staff contact each other? Who among the members of your staff would be responsible for this communication, and be

available as a contact person to respond immediately to any inquiry by City staff?

2. Would auditors from the City's Division of Audit or from a private firm selected by the City be able to audit any records created and maintained by your firm in the course of services?
3. What information would accompany an uncollectible account when it is returned to the City, either an account deemed uncollectible by your efforts or an account returned at the City's request? In what timeframe would such accounts and accompanying information be returned?
4. Does your firm ever purchase delinquent accounts for collection or accept accounts on contingency basis; that is, no collection/no charge?
5. During routine exchanges what information will you request from the City, and what information will you transmit to the City?

EXPERIENCE, EDUCATION AND TECHNICAL EXPERTISE:

This part of the proposal should be used to describe the extent of your firms experience in providing collection services in both the public and private sectors, as well as on a national and local level. The City is interested in the following information:

1. What specific collection services are available through your firm? Please provide a brief explanation of each service.
2. Please describe the computer system used in your operations, including the software for your collection system.
3. Please identify and state the professional qualifications of the data processing staff that will be available to the City's data processing department for support in establishing the systems for exchange of information between your firm and the City.

FINANCIAL POSITION:

1. The number and total value of delinquent accounts, categorized by specific type of receivable, placed with your firm for collection during the past fiscal year (2020) and fiscal year-to-date (2021).
2. The amount of liability insurance and employee fidelity bonds carried by your firm and the names(s) of the companies providing this coverage.

SECTION 5 - EVALUATION AND SELECTION PROCESS

5.1 Evaluating Proposals

The evaluation criteria that the City will utilize will be based upon the Offeror demonstrating their proven knowledge, understanding and experience in cost recovery best and next practices on a macro, mezzo and micro level, and the Offeror's ability to meet the City's needs.

Representatives of the City's Fire Department 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 decide on any proposal.

5.2 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. The primary objective of the evaluation process is to select an individual(s), partnership(s) and/or firm(s) that:

- A. Clearly demonstrate a thorough understanding of the scope of the engagement and the specific responsibilities entailed;
- B. Possess adequate resources to handle assigned responsibilities and to handle extenuating circumstances that may arise quickly, diligently and effectively;
- C. Assign highly skilled, experienced, diligent, responsive, and professional personnel to perform the required duties;
- D. Maintain high ethical standards and reputation;
- E. Are competitive in services that they will agree to make available or otherwise to provide to the City.

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, ease of integration with current City procedures and policies, technical ability, knowledge of laws and regulations as they apply to the City and the services to be provided, 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 9.4 Executive Order. 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%

5.3 City’s Reservation 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:

- A. 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.
- B. The City reserves the right, in its sole discretion, to reject for any reason any responses or components thereof and to eliminate any Offerors responding to this RFP from further consideration for this procurement.
- C. The City reserves the right, in its sole discretion, to reject any Offeror that submits incomplete responses to this RFP, or proposal that is not responsive to the requirements of this RFP.
- D. The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
- E. All proposals in response to this RFP shall become the property of the City and will not be returned.

- F. All proposals in response to this RFP shall constitute public records subject to disclosure.
- G. The City may request that Offerors personally attend or send representatives to the City for interviews and a demonstration of Offeror's proffered services.
- H. All proposals in response to this RFP that are not received by the Buffalo Fire Department by the stated Proposal due date and time will be rejected.
- I. Neither the City, nor its officers, officials nor employees shall be liable for any claims or damages resulting from the solicitation or preparation of the proposal in response to this RFP.
- J. The City reserves the right to reject such proposals from any person or corporation that is in arrears or default with the City upon any debt and/or contract.

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:

- A. To waive irregularities and/or minor non-compliance by any Offeror with the requirements of this RFP;
- B. To request clarification and/or further information from one or more Offerors after closing without becoming obligated to offer the same opportunity to all Offerors;
- C. To enter into negotiations with one or more Offerors without being obligated to negotiate with, or offer the same opportunity, to all Offerors;
- D. 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;
- E. To determine that any proposal received in response to this RFP complies or fails to comply with the terms set forth herein;
- F. 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 an Offeror(s);
- G. To waive any technical non-conformance with the terms of this RFP;
- H. To change or alter the schedule for any events called for in this RFP;
- I. To conduct investigations of any 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;
- J. 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;

- K. The City shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

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

SECTION 6 – CONTRACT TERM/ 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. During the term of agreement, there shall be a quarterly review of the performance of Offeror and the City's interest in continuing the agreement.

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 Buffalo Fire Department following its analysis of the Offeror's performance.

SECTION 7 – 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 Offeror 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 8 - INSURANCE COVERAGE REQUIREMENTS

The City 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" 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

8.1 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 their respective New York State approved forms. An Acord 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.

8.2 Commercial General Liability Insurance

With respect to all operations that 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.

8.3 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 as an additional insured and certificate holder under said policy.

8.4 Professional Liability Insurance

With respect to any damage caused by an error, omission or any negligent acts of the Offeror performed under this 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 an additional insured and certificate holder under said policy.

8.5 "Tail" Coverage

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

8.6 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 or her sole discretion.

8.7 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.

8.8 Aggregate Limits

Any aggregate limits must be declared to and approved by the City. It is agreed that the Offeror 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.

8.9 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.

8.10 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 mail, has been given to the City.

8.11 Waiver of Governmental Immunity

Unless requested otherwise by the City, the Offeror and the Offeror's insurer shall waive governmental immunity as a 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.

8.12 Certificate of Insurance

As evidence of the insurance coverage required by this contract, the Offeror shall furnish certificate(s) of insurance to the Department of Administration & Finance prior to the award of the contract and prior to the Offeror's commencement of work under this 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 included in the proposal.

SECTION 9 – GENERAL REQUIREMENTS

9.1 Non-Discrimination

The successful Offeror(s) shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sexual orientation, gender identity or expression, military status, age, sex, disability, marital status, or familial status. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

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, color, national origin, sexual orientation, gender identity or expression, military status, age, sex, disability, marital status, or familial status, and comply in all other aspects with the requirements the Buffalo City Code and Ordinances.

9.2 *Americans with Disabilities Act Compliance Provisions*

Any Offeror(s) awarded a contract arising out of this solicitation 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 Offerors associated with the City of Buffalo to provide qualified applicants and employees with disabilities with reasonable accommodation that does 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 this contract, the contract, if any, with the successful Offeror 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.

9.3 *General Compliance*

The successful Offeror(s) agrees to comply with all applicable Federal, State and local laws and regulations governing its performance under any contract arising from this solicitation.

9.4 *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, should support and encourage 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:

- A. A minimum of fifteen percent (15%) of the total score of the professional services response to an 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;
- B. A minimum of five percent (5%) of the total score of the professional services response to an 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.
- C. The factors to be considered include, but are not limited to, the following:
 - i. 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.
 - ii. 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.
 - iii. Offeror Policies: Offerors should describe any procurement policies or practices they have adopted that provide M/WBE suppliers or services business opportunities.

9.5 Performance Monitoring

The City will monitor the performance of the successful Offeror(s) against goals and performance standards required the contract, if any, with successful Offeror. Substandard performance as determined by the City will constitute non-compliance with this agreement. 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 designated herein. The City or person designated by the City 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.

9.6 Independent Contractor

Nothing contained in this RFP or in the agreement, if any, with the successful Offeror, 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-Offerors 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.

9.7 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, if any.

9.8 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.

9.9 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.

9.10 Living Wage Policy & Minority/Women Business Enterprise Goal

The Buffalo Living Wage ordinance applies to City contracts for services, in excess of \$50,000 annually, where the contractor providing the service employs more than ten (10) people and where the City is obligated to expend funds or is entitled to receive funds from a contractor in connection with a contract or subcontract for services. Professional contracts such as legal, architectural or engineering services are excluded from the requirements of the Living Wage Ordinance. Notwithstanding the foregoing, the attached "City of Buffalo Living Wage Commission Application for Contract with the City of Buffalo" must be completed and accompany each proposal. Proposals failing to include the completed forms will be rejected from consideration.

In addition, each Offeror must submit an executed Form 2A statement together with its proposal indicating that the Offeror will work towards the City's business utilization goal for minority business enterprise of 25% and women business enterprise of 5%.

Offerors must submit with their proposals a statement identifying the percentage of minorities and the percentage of women currently employed with the firm.

9.11 *Applicable Law*

The laws of the State of New York shall govern all interpretations of any contract arising from this solicitation. Prior to the commencement of any proceeding against the City, the Offeror shall provide the City with written notice stating the general nature of each claim, dispute, or other matter within twenty (20) days of the event giving rise to the claim. 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. Further, all proceedings relating to any disputes, including but not limited to, arbitrations, motions, mediations, depositions, meetings, and trials shall be held in Buffalo, New York. Each party agrees that all claims and matters shall be heard and determined in any such court(s) and each party waives any right to object to such filing on venue, forum non-convenient or similar grounds.

9.12 *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.

9.13 *Ownership of Materials*

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, 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.

9.14 *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 Offeror all compensation earned to the date of termination. If the termination shall be for breach of the 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.

9.15 Prime Contractor Responsibility

All subcontractors 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 subcontractors. 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.

9.16 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.

9.17 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.

9.18 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 Offerors.

9.19 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 this 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.

9.20 General Municipal Law §109: Assignment of Contracts

In accordance with General Municipal Law §109, Offeror is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of any contract arising from this solicitation, or of any right, title, or interests herein, 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 the 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 contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, 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 Contractor for the benefit of his creditors made pursuant to the laws of the State of New York.

9.21 Copyright and Patent Rights

The 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 bid as of the date of bid submittal. Offeror(s) shall indemnify and defend the City of Buffalo in any claim or action brought against the City of

Buffalo based upon a claim that the software or hardware provided by the Offeror violated any copyright or patent rights.

9.22 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.**

9.23 Inquiries

Pursuant to Article IX of New York State Finance Law §139-j, no Offeror shall engage in any impermissible contact with the governmental entity during the "restricted period" for this Request for Proposals. Contact shall include any oral, written or electronic communication with the governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the governmental entities conduct or decision regarding the governmental procurement. The "restricted period" shall mean the period of time commencing with the earliest written notice, advertisement or solicitation of a request for proposals, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from Offeror intending to result in a procurement contract with the governmental entity and ending with the final contract award and approval by the governmental entity and, where applicable, the State Comptroller. Except as otherwise permitted under State Finance Law §139-j(3), any contact with the governmental entity, other than to discuss current business with the City of Buffalo, or during the question and answer period (via e-mail ONLY) with the person(s) identified below, may result in a Offeror's immediate disqualification.

All inquiries during the question and answer period only should be directed via e-mail only to: Lt. Michael Andrews at **mcandrew@bfdny.org** no later than July 28, 2021 at 4:00 pm. The subject line must identify the Request for Proposals by title.

9.24 Conflicts of Interest

Confidentiality and lack of potential conflicts of interest is vital to maintaining the integrity of every contract entered into with the City. **Therefore, each Offeror must disclose any perceived, potential or actual conflicts of interests and/or relationships and/or connections.** 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

Each Offeror further agrees that no member of the governing body, officer, employee or agent of the City shall have any pecuniary interest or otherwise, direct or indirect, in the any contract arising from this solicitation.

9.25 Statement of Compliance and Conflict 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 State Finance Law §139-k. 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 award of this RFP.

Additionally, any potential or identified conflicts of interest shall be disclosed. 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: _____

9.26 Non-Collusion Certification

If the Offeror 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. An executed copy of the attached non-collusion certificate must accompany the proposal.

No proposal shall be considered for an award nor will any award be made to an Offeror 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 Offeror cannot make the foregoing certification, the Offeror 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 determines that such disclosure was not made for the purpose of restricting competition. In this connection, it should be noted that the fact that an Offeror 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 Offeror or to any competitor within the meaning of the non-collusive certification included in the form of proposal.

NON-COLLUSION CERTIFICATION

PROJECT NAME: _____

PROPOSALS/BIDS DUE DATE: _____

_____, being duly sworn, deposes and affirms that:
(Name)

I am the, _____, with the _____
(Title) (Company Name)

located at _____ am familiar with the enclosed proposal
(Company Address)

or bid submitted herein to the City of Buffalo, a municipal corporation with offices located at 65 Niagara Square, Buffalo, New York; and

Where pursuant to New York State General Municipal Law §103-d, every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall

contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury, I hereby affirm that the statements contained herein are true:

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Dated: _____

Name:

Title:



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 wage mandated by the Ordinance. As of January 1, 2021, the hourly rate is \$15.84. 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, 237 Main St., Suite 1200, Buffalo, NY, 14203

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.

Date: _____ Signature: _____

Print: _____

Title: _____

FORM 2A – BIDDERS 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.**

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