



**CITY OF BUFFALO
NEW YORK**

MAYOR & EXECUTIVE DEPARTMENT
DIVISION OF CITIZENS SERVICES
65 NIAGARA SQUARE, ROOM 218 CITY HALL
BUFFALO, NY 14202
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**REQUEST FOR PROPOSALS
FOR
311 CRM SOFTWARE
FOR THE
CITY OF BUFFALO**

❖ **REQUEST FOR PROPOSALS ISSUE DATE: NOVEMBER 29, 2021**

❖ **WRITTEN QUESTIONS DUE VIA EMAIL ONLY
TO: OSWALDO MESTRE, JR. at CDI2@ch.ci.buffalo.ny.us
DECEMBER 15, 2021 BY 4:00 PM**

❖ **RESPONSES TO QUESTIONS POSTED ON THE CITY'S
WEBSITE: www.city-buffalo.com
JANUARY 5, 2022 BY 4:00 PM**

❖ **PROPOSALS DUE/CLOSING DATE
JANUARY 19, 2022 @11:00 AM**

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1. INTRODUCTION

The City of Buffalo (“City”), through its Division of Citizens Services, has issued this Request for Proposals (RFP) for the design and implementation of a solution that will replace or upgrade the Division of Citizen Services’ current customer relationship management (CRM) software with a modern, software-as-a-service (SaaS) 311 call center CRM solution.

The 311 Call and Resolution Center provides services to the citizens of Buffalo for city information and non-emergency service requests. The current CRM creates a case for service requests with a unique case number and routes it to the responsible department who is responsible for completing and closing the request through the CRM. Each type of request has a process with a pre-defined SLA. Processes are also set up within the CRM to provide information. Requests can be created via the phone, web, mobile and in person. Notifications are sent to the department upon case creation and sent to complainant on closure, including case details and case number. Specialized reports are sent out to departments regarding status of assigned cases.

Agents provide customers information, create service requests and connect callers to the appropriate department if needed. Each request is assigned a service number that allows the resident to track the progress of their service request online or over the phone.

The 311 Call and Resolution Center also provides an online presence where users have the ability to obtain information and create Service requests 24/7.

The Center call center volumes for 2020 were:

- 190,865 – phone calls handled
- 4,579 - Emails
- 22,673 - Self Service (Web cases)
- 3,016 - Mobile cases

Existing Infrastructure:

The City currently uses an on-premises CRM system that is hosted on the City’s server. The City’s ERP System is MUNIS, and Infor Public Sector (IPS) is used for building code compliance system.

Current Integration Points:

The City integrates with

- IPS – lookup for code enforcement activities and inspections (one-way)
- Treekeeper – in a batch process, loads all open cases into the Treekeeper system and closes cases in CRM when complete (bi-directional).
- User Fee – looks up billing information for User Fee and updates billing changes from CRM to system (bi-directional).

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2. GENERAL INSTRUCTIONS

2.1 General Invitation

The City invites all interested parties to submit proposals for the 311 CRM Services described herein.

Offerors shall submit their proposal to Division of Citizens Services by no later than **January 19, 2022 at 11:00 am**. Offerors shall not submit more than one proposal. Proposals shall be sealed and clearly labeled on front of package "311 CRM SOFTWARE" and delivered to:

**Oswaldo Mestre, Jr.,
Director of Citizens Services
Division of Citizen Services
65 Niagara Square, Room 218 City Hall
Buffalo, New York 14202**

Proposals are solicited in accordance with the terms, conditions and instructions as set forth in this Request for Proposals. 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 Request for Proposals. 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 an Offeror may void their proposal and eliminate the Offeror's proposal from further consideration. Any proposal that is based upon violation of federal, state or local law, or deemed by the City, in its sole discretion, 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.

2.2 Schedule

Listed below are anticipated target dates and relevant times by which actions related to this Request for Proposals will be completed. In the event that there is any change or deviation from this schedule, such change will be posted on the City's website.

EVENT	DATE
Issuing of Request for Proposals	11/29/2021
Written Questions from Offerors Due	12/15/2021
Responses to Questions posted on City website	01/05/2022
Proposals Due by 11:00 A.M.	01/19/2022

2.3 Request for Proposals Review, Additional Information and Questions

Each Offeror is responsible for carefully examining the Request for Proposals 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 solicitation.

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

Questions regarding the Request for Proposals shall be directed to the City's designee only, Director Oswaldo Mestre. Any impermissible contact with any other City officer or employee of the City regarding the

Request for Proposals during this procurement period shall result in the rejection of any such Offeror's proposal. Offerors shall communicate in writing only via email to the email address listed in the Request for Proposals. No other communications with the City's designee regarding the Request for Proposals are permitted during the procurement period.

All questions, requests for clarification or additional information must be sent by email to **CDI2@ch.ci.buffalo.ny.us** and must be received no later than **December 15, 2021 at 4:00 pm**. 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/bids on January 5, 2022**. No other officers, employees, or representatives of the City are to be contacted regarding this Request for Proposals. The City accepts no responsibility for, and the 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 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 Request for Proposals 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 Request for Proposals, all addendums or modifications, will be made in writing and posted on the City's website at www.buffalony.gov/bids. It is the sole responsibility of the Offeror to ensure that the City has accurate contact information and to review the website for any such addendums and/or modifications.

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 Request for Proposals as specified in section 2.6 of the Request for Proposals. Failure to comply with the instructions of this Request for Proposals may be cause for rejection of the noncompliant Proposal. Offeror must provide information in the appropriate areas throughout the Request for Proposals. Submission of an Offeror's proposal in response to this Request for Proposals constitutes acceptance of all requirements outlined in the Request for Proposals.

Two (2) proposals, one (1) original and one (1) copy, must be prepared on 8" X 11" letter size paper, printed double-sided, and bound on the long side. One (1) Flash Drive or other electronic media containing an Adobe Portable Document Format (PDF) version of all proposal materials must also be provided. All proposals should be electronically generated and the original printed and signed in ink. Each page of the Proposal must be numbered in a manner so it can be uniquely identified. Legibility, clarity and completeness are required.

The proposal must be signed by individual(s) legally authorized to bind the Offeror(s) and must contain a statement that the proposal and the prices contained therein will remain firm for a period of one hundred eighty (180) days after receipt by the City. In addition, Offeror must state whether it is willing to hold pricing beyond this period, and if so, for how long.

2.6 Required Content

2.6.1 Cover Letter

All Offerors 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 Request for Proposals and their proposal.

The cover letter must explain the Offeror's understanding of the City's intent and objectives and how the Offeror's proposal would achieve those objectives. It must discuss the Offeror's plan for implementing and monitoring the solicited services, approach to project management, strategies, tools and safeguards for ensuring performance of all required services, equipment, software and firmware considerations, training and ongoing support, and any additional factors for the City's consideration.

2.6.2 Company Profile

Offeror must also submit a brief description of Offeror's firm, which must include:

1. Name, mailing address, email address, telephone number and fax number of the primary contact person for firm;
2. A brief description of 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. Vendor Policies: Offerors should describe any procurement policies or practices they have adopted that provide M/WBE suppliers or services business opportunities.
3. Offeror must furnish a 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 firm;
4. Financial details demonstrating your firm's financial capacity to undertake and complete the project as proposed statements;
5. Offeror must provide a summary of the professional qualifications and experience of all team personnel who will be dedicated to the services described in this Request for Proposals. For each person identified, describe the following information:
 - a. Title and reporting responsibility;
 - b. 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);
 - c. Pertinent areas of expertise and past experience;
 - d. Base location (local facility, as applicable);
 - e. CVs and corporate personnel profiles which describe their overall experience and expertise.

2.6.3 References

Offerors Minimum Requirements:

Offerors responding to this RFP must meet the following requirements:

- Have a minimum of three (3) years of experience in the field of customer relationship management software. Offerors who have less than three (3) years of experience may submit a proposal and may be considered by the selection committee; however, they are subject to disqualification at any time for not meeting this requirement.
- Project personnel must include at least one software engineer, one software programmer and a project manager, each with a minimum of three (3) years of experience in their respective fields.

Offeror must provide a minimum of three (3) client references, preferably from government contracts of similar scope and magnitude as described in this Request for Proposals, where their solution has been successfully implemented and in use for not less than one (1) year.

References must identify Offeror's staff members that 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's reference:

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

The City may solicit relevant information concerning Offeror's record of past performance from previous clients, or any other available sources.

2.6.4 Solution Description

Each Offeror must submit a comprehensive and detailed description of the process by which it will perform the services described in this Request for Proposals. Offerors are free to make recommendations of any additional features that they deem may be beneficial to the City meeting or exceeding its goals.

All proposals must include anticipated costs and the anticipated timeline for completion. 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.

2.6.5 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 plan must take into consideration the resources available from the City and the need for the City to provide this solution in the most secured and cost-effective manner.

The anticipated timeline for this project is to have all aspects of this proposal in production no later than the end of the second quarter of 2022. Each proposal shall, at a minimum, reference the anticipated timeline for this project. All costs should, at a minimum, reflect the ability to meet your proposed timeline. Offerors may, in addition, provide alternative timelines to be accompanied by an explanation of variance from the periods listed.

The selected Offeror must install any equipment and software and make all necessary arrangements so that the City of Buffalo 311 Call and Resolution Center and self-service options will remain operational during implementation and cross over to a new or upgraded CRM.

2.7 City's Reservation of Rights

1. All costs incurred by the Offeror in connection with responding to this Request for Proposals 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 Request for Proposals 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 Request for Proposals, or proposal that is not responsive to the requirements of this Request for Proposals.
4. The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this Request for Proposals, or otherwise request additional information.
5. All proposals in response to this Request for Proposals shall become the property of the City and will not be returned.
6. All proposals in response to this Request for Proposals shall constitute public records subject to disclosure.
7. The City may request that Offerors personally attend or send representatives to the City for interviews and demonstration of Offeror's proffered services.
8. Any and all proposals in response to this RFP that are not received by the Division of Treasury by the stated Proposal due date and time 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 the proposal in response to this Request for Proposals.

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

1. To waive irregularities and/or minor non-compliance by any Offeror with the requirements of this Request for Proposals;
2. 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;
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 Request for Proposals or the Offeror's proposal based on the prices submitted;
5. To determine that any proposal received in response to this Request for Proposals complies or fails to comply with the terms set forth herein;
6. To determine whether any perceived or actual conflict of interest exists that would affect or impair the award of any contract arising from this Request for Proposals to an Offeror(s);
7. To waive any technical non-conformance with the terms of this Request for Proposals;
8. To change or alter the schedule for any events called for in this Request for Proposals;

9. To conduct investigations of any or all of the 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 Request for Proposals at any time. If terminated, the City may determine to commence a new procurement process without any obligation to the Offerors;
11. The City shall be under no obligation to complete all or any portion of the procurement process described in this Request for Proposals.

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.

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3. SCOPE OF SERVICES

3.1 Project Goals

The City of Buffalo is seeking to replace or update its current 311 Customer Relationship Management (CRM) software with a commercially available, cloud-based CRM Solution. The City would prefer a solution that utilizes the Software-as-a-Service model (SaaS). The CRM Solution will modernize customer interactions, improve the customer service experience for constituents, and strengthen the multiple ways constituents of Buffalo, NY interact with the Division of Citizen Service's 311 Call and Resolution Center. The CRM solution will be used by various City departments to intake and track the resolution for hundreds of service request configurations and must also include a bi-directional interface with the City of Buffalo's legacy systems via an Application Programming Interface (API). The selected Offeror will be responsible for providing a turnkey CRM solution, including licensed software, implementation inclusive of any needed customization and interface development, training, maintenance and technical support. The City would also prefer an Evergreen upgrade model included in the annual cost.

The CRM solution should provide multi-channel communication options and increased personalization with an emphasis on human-centered design and citizen engagement. Specifically focused on customer service, the City is seeking to bring multiple channels of communication (online chat, chatbots phone, e-mail, SMS, IVR, social media, mobile app, mobile-optimized website, voicemail, IoT devices, sensor-enabled devices) together to provide enhanced service to constituents and stakeholders via the City's web portal, social networks and the 311 Call and Resolution Center. The CRM solution should provide a single user profile that is accessible online to both the customer and call specialist. The single customer profile should allow access to update personal information, update communication preferences, provide anytime access to submit new service requests, check the status of existing requests, and view a history of interactions with the City. This application must not collect or store any sensitive information or personal identifying information such as social security numbers, drivers license numbers, etc.

3.1.1 Overall Goals and Objectives for the 311 CRM

1. Provide a secure, FedRAMP-compliant, omnichannel SaaS solution that can handle the demands of the City's solution to replace or upgrade the current 311 CRM.
2. 100% uptime with the exception of scheduled maintenance.
3. Provide a work order system that integrates with the City's existing software applications.
4. Offer a streamlined and easy to use workflow with clear instructions and end user "help" functionality.
5. Expand the current website to provide robust self-service, including chat and/or chatbot. Provide an easy-to-use, intuitive, and user-friendly mobile application.
6. Ensure that all City Data is available to the City at all times during the term of the Cloud Services and for a period of ninety (90) days after the term ends, including during any suspension of Cloud Services, through an Application Programming Interface (API) or similar connection.
7. All City Data uploaded by the City and stored by Provider shall be available to the City to copy back to the City's storage without alteration or loss and at no additional charge.
8. General required functionality:
 - a. Must operate over HTTPS
 - b. PCI compliant
 - c. 508/ADA compliant
 - d. Look and feel must be consistent with City of Buffalo website (<https://www.buffalony.gov>).
 - e. Browser-agnostic

- f. Responsive over all devices
- g. Allows for the integration of data and functionality from external sources such as a web service.
- h. Modernize the customer and end user experiences on all platform channels.
- i. Update our currently aging and out of date CRM systems.
- j. Enhance, standardize, and modernize the customer service experience throughout multiple communication channels.
- k. Improve management of resident data and interactions with the City.
- l. Provide a knowledge base to deliver real-time information to agents, customers, and Department personnel.
- m. Provide a two-way interface into multiple systems that includes automatic service request generation.
- n. Enhanced integrations with current legacy back-office systems.
- o. Offer a citizen portal and mobile application that will strengthen self-service reporting for constituents.
- p. Provide analytics such as graphical views of service request data with visual indicators.
- q. A more robust reporting and information sharing platform.
- r. A secure SaaS solution.

It is expected that the Offeror will demonstrate how it will achieve each of these goals in Offeror's proposal.

3.2 Requirements for Scope of Work

Offerors responding to this Request for Proposals must identify how it will address/implement the four (4) distinct sections listed below for the City's consideration of their solution:

- 1) Application integration with current back office/work order systems
- 2) Implementation and configuration of the 311 CRM solution and its various components
- 3) An evergreen maintenance, support and upgrade plan
- 4) Training

Offerors may describe any other areas the City may have missed to enable the City to transform its engagement and transparency efforts with the community using Offeror's solution. Offerors may describe any additional systems and/or service providers that Offeror's solution integrates with that may be of benefit to the City.

Offerors may respond to all requirements of this Request for Proposals or partner with another firm to provide a comprehensive response.

While a single solution provider is desired, the City reserves the right to award the entire project to a single Offeror or split the award between separate Offerors for completion of specific portions of the project.

3.2.1 Offeror Responsibilities

To the extent that City participation is required for the successful completion of any of the tasks contained herein, the proposal must contain a specific description and detail of where such participation would be required, including but not limited to, any and all City services, materials, equipment, costs, and manpower, including the approximate number of hours that would be necessary. Notwithstanding the foregoing, the successful Offeror(s) shall be responsible for each of the following tasks:

- Project manage and implement a new SaaS 311 CRM software platform for the City of Buffalo.
- Provide a project plan for all phases of the 311 CRM software implementation project with payment milestones.
- Provide a permanent staging site accessible by the City 24/7. This will also be used to run and test the application prior to launch.
- Evergreen maintenance and upgrade plan.
- Continuous support for any and all issues, bugs or configuration errors on the platform
- Offeror must install any machines, equipment and software and make any necessary arrangements so that the City of Buffalo will remain operational on a mutually agreed date & time to be established after Offeror

selection.

- Segregate all data and programs from being accessed by other cloud clients
- Maintain the highest security protocols in terms of protecting the platform, its data and access to the City's data by the offeror's employees and third-party vendors.
- Provide training to administrators and staff.
- Provide any additional information not requested in this document which would be beneficial to the City of Buffalo in the evaluation process.

3.2.1 Assumptions

The Offeror must clearly define any assumptions made in preparation of this its proposal.

3.3 Advantages of Proposed Solution

The Offeror should describe the advantages of the proposed solution to the City of Buffalo and how these relate to the City's overall project scope and objectives.

3.4 Project Costs and Pricing Options

The Offeror must detail its pricing and payment terms in line with the project deliverables and milestone dates. The proposal must provide a detailed breakdown of charges for each service, product, and license, whether offered directly or indirectly through a third party. An explanation of how cost overruns will be treated in the event of targets not being met must accompany this quotation. If applicable, the Offeror should provide for multiple pricing options, i.e. enterprise, concurrent users, named users, etc. and detail each of the options.

3.5 Degree of Fit

The process & system/automation requirements (see Section 4 – Functional Requirement) must be completed, with reference comments made to describe what functionality CANNOT be delivered in the current version of the proposed solution and what will be required to address the gap(s). The process & system/automation requirements are organized based on the City's enterprise process architecture and grouped by object, process and procedure.

3.5.1 Maintenance, support and software upgrade plan

- a. The Offeror will provide a software proposal that can be readily maintained and updated.
- b. The Offeror may provide multiple options for maintenance and updates. Offeror should describe:
 - i. The availability and responsiveness of their technical support staff. The City greatly prefers a site support response time as follows.
 1. 24 hours/7 days a week phone support
 2. Level one – within one hour
 3. Level two – Within 3-6 hours
 4. Level Three – Within 24 hours
 5. Level Four – low priority
 - ii. How the City's requests for technical support will be balanced and prioritized with the requests and projects from Offeror's other customers.
 - iii. Annual support and maintenance of the CRM software. Services such as refreshing the design elements, updating of technology in the CRM software design, engineering, search engine optimization, content management and other elements associated with the City's CRM software.

3.5.2 Internal Information Technology Production Environment Support

Identify the various skill sets (e.g. Database Administrator, etc.) required by the City, i.e. IT and/or Operating

Department, to properly maintain the system on a day-to-day basis.

3.5.3 Written Documentation

The Offeror must describe all technical and user documentation that will be provided. In addition, the Offeror must describe the policy and procedure regarding maintenance and enhancements to the documentation. The Offeror must also identify any additional or optional documentation that may be deemed beneficial to the City of Buffalo and the associated costs for such documentation.

3.6 Product Maintenance

If the Offeror proposes any specific products, either directly or through third parties, the Offeror must describe the past frequency of new product release updates (not to include patches), the frequency with which the City of Buffalo can expect to receive new product release upgrades (e.g. yearly, quarterly), and the Offeror- must describe release support terms (# of previous versions supported). A description of how the Offeror collects customer input on new features that should be implemented in new releases is also required. Please refer to section 3.3.7 for fee structure.

For proposed solutions that include software provided by third parties, the Offeror should address the following issues:

- 3.6.1.1 How does the contracted Offeror expect to handle releases of third-party software?
- 3.6.1.2 What is the extent of the contracted Offeror's responsibility for software originating with other suppliers?

3.6.1 Project Management Methodology and Implementation Plan

The Offeror should describe its project management strategy and methodology as well as provide example deliverables for all major project milestones, including but not limited to the following:

- Project Planning Process – include examples of deliverables
- Frequency of project meetings
- Action Item Tracking
- Issues Tracking
- Status Reporting
- Project Change Management
- Problem Resolution

The Offeror is responsible for providing to the City of Buffalo a proposed Design and Implementation plan. This plan will adhere to the City of Buffalo timelines and will include any and all associated consulting work either by the Offeror or a third party. The implementation plan will be reviewed as part of the selection process. The Offeror's proposed implementation plan must include:

- Implementation methodology and approach – include examples of deliverables
- Project management, communications, change management and reporting
- Business process design and system configuration
- Hardware and software training and development of standard procedures
- Overall project schedule with detailed timeline
- Proposed number of Offeror consultants and résumés for each detailing their qualifications and experience relevant to this implementation

- Expected deliverables and assumptions
- Required skill sets to ensure that the City can perform future maintenance support and release upgrades with minimal to no Offeror consulting.
- Other areas critical to project success not defined above.

The Offeror must describe in detail how it will assist the City of Buffalo in accomplishing the above areas. The Offeror must provide the proposed number of onsite personnel and include information on the individuals' relevant training, experience and qualifications in their résumés. The City of Buffalo implementation team, which will be responsible for managing this project throughout the entire engagement, reserves the right to request different people if the selected individuals do not meet or perform to our expectations.

3.6.2 Strategic Direction

The Offeror should describe its current technological and business functionality environment as well as any strategic direction determined critical to the Offeror's long-term success and viability in the marketplace. This analysis should include a description of how this implementation or project fits into the Offeror's strategic business plan and must answer the following questions:

What differentiates the Offeror from its competitors?

Why should the City of Buffalo select and implement the Offeror's integrated business systems versus that of other Offerors?

3.6.3 Annual Reports

Please provide documentation to include recent annual reports or comparable documentation if company is privately held.

3.6.4 Administrative Requirements

Administrative functions must be available to City employees via the website and must be password protected with an individual profile for each administrative user.

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4. FUNCTIONAL REQUIREMENTS

The following sections describe the key processes, procedures and system features/functionality that will be required to deliver the Division of Citizen Services’ current customer relationship management (CRM) software.

The following values should be used in response to each individual specification.

Place a “Y” in the response column if this is a **standard feature/function of the solution/system** offered in your base system price to the City. These features must be currently in use at other client sites, and no user programming or use of a supplied report writer is required. For this response, the City will assume that the specification is met by the package, the requirement can be demonstrated by the Offeror, and will hold the Offeror responsible for delivering that feature or function in its proposed package.

Place a “Z” in the response column if this is **not a standard feature/function** of the current release of the solution/system **but the Offeror is willing to customize/configure the system/solution** to include this feature **at no additional cost** or the **feature / function will be available in the next release** of the solution/system.

Place an “M” in the response column if this is not a **standard feature/function** of the current release of the solution/system **but the Offeror is willing to customize/configure the system/solution** to include this feature **at an additional cost**.

Place an “N” in the response column if this is **not a standard feature/function even with custom modifications** and is **not in the next release of the solution/system**. Requirements therefore cannot be

provided. Place a “T” in the response column if this **feature/function will be provided by a third party**.

Xrf – Enter reference code number where a comment has been entered to provide additional clarification to the response.

Column Title	Description
Reference #	The reference number is used for reference purposes only. They are not in sequential order of importance.
Requirement	In this column is where the functionality requirement is located that the Offeror must provide a response to in the Response column.
Response (Y,Z,M,N,T)	Enter in this column a value listed above for each individual specification.
Xrf	Enter in this column a reference code number where a comment has been entered to provide additional clarification to the response.

4.1 Technical Requirements

Reference#	Requirement	Response (Y,Z,M,T,N)	Xrf
Design			
4.1.1	Solution presents real-time data from the integrated Work Order/CRM systems (e.g. Service Request type, status, etc.)		
4.1.2	Solution uses a Responsive Web Design (RWD)		
4.1.3	<ul style="list-style-type: none"> The solution’s RWD 		

	<ul style="list-style-type: none"> scales to support: Windows Computers 		
4.1.4	<ul style="list-style-type: none"> iPads 		
4.1.5	<ul style="list-style-type: none"> Android Tablets 		
4.1.6	<ul style="list-style-type: none"> iPhones 		
4.1.7	<ul style="list-style-type: none"> Android Phones 		
4.1.8	<ul style="list-style-type: none"> Other Devices (specify and limitations) 		
4.1.9	Solution supports user interface customization(e.g., wallpaper, content, fonts, colors, etc.)		
4.1.10	Solution supports content management changes and configuration changes without vendor involvement		
4.1.11	Ability to brand the mobile/Web/public-facing components of the solution.		
4.1.12	Solution supports Page Refresh functionality		
4.1.13	Solution runs in a virtual environment if on premises		
4.1.14	Solution runs in a cloud environment		
4.1.15	Solution utilizes APIs and standards, such as REST, SOAP and Open311		
4.1.16	Solution provide API that are 'codeless integrations'		
4.1.17	Solution collects address standardization/verification to minimize errors in capturing location data		
4.1.18	Solution integrates with Outlook calendars in Office 365		
4.1.19	Role-based access control to allow confidentiality of communications between departments and/or council districts		
4.1.20	Solution supports auto response. If so, please list the communications channel supported for auto response in the comments section (Email, SMS, Mobile App, etc.)?		
4.1.21	Solution supports creating an HTML-based contact form for each council district that directly inputs requests into the CRM		
4.1.22	Date formats are consistent throughout the software on all applications		
4.1.23	Solution supports the following authentication protocols:		
4.1.24	<ul style="list-style-type: none"> LDAP 		
4.1.25	<ul style="list-style-type: none"> Kerberos 		
4.1.26	<ul style="list-style-type: none"> OAuth SAML 		
Operating Systems			
4.1.27	Solution runs under the following operating systems:		
4.1.28	<ul style="list-style-type: none"> Microsoft Windows 10 or higher 		
4.1.29	<ul style="list-style-type: none"> MAC iOS Version 10.11 or higher Others (specify) 		
Browser Support			
4.1.30	All applications in the CRM solution are browser agnostic.		
4.1.31	Solution is ADA compliant		
System Integration			
4.1.32	Solution integrates with Ersi/ArcGIS		
4.1.33	Solution integrates with		

	GIS/mapping capabilities to enable the submission and status tracking of location-based Service Requests and to display work orders within a given geography.		
4.1.34	Solution integrates with 0365 Mail Server?		
4.1.35	Solution integrates with SMS Server		
4.1.36	Solution integrates with Office 365		
4.1.37	Solution integrates with or replaces existing work order systems (to achieve greater efficiency and enhance customer service)		
4.1.38	Solution supports single sign-on for City employees to authenticate using Active Directory credentials.		
4.1.39	Ability to integrate Computer Telephony Integration (CTI) capabilities		
4.1.40	Solution supports data integration and/or ETL processes with third-party software		
FAQs and Help			
4.1.41	Solution provides "FAQ" and "Help" features, including:		
4.1.42	<ul style="list-style-type: none"> Bayesian model content management (non-static, using prior events to predict next steps) 		
4.1.43	<ul style="list-style-type: none"> Federated site search (e.g., simultaneous search of FAQs, help, archived articles, etc.) 		
4.1.44	<ul style="list-style-type: none"> Analytics regarding customer searches 		
4.1.45	<ul style="list-style-type: none"> Administration tools to control/enhance content delivery of FAQ 		
4.1.46	<ul style="list-style-type: none"> Seamless access across Web and Mobile 		
4.1.47	<ul style="list-style-type: none"> Hover and drill down based on keywords 		
4.1.48	<ul style="list-style-type: none"> Seamless integration into a chat session 		
4.1.49	<ul style="list-style-type: none"> Seamless integration into an IVR system 		
4.1.50	<ul style="list-style-type: none"> Seamless integration into other contact channels (e.g., social media, etc.) 		
4.1.51	<ul style="list-style-type: none"> Solution provides customer content history to the other channels (e.g., a CSR has visibility into what a customer was asking) 		
4.1.52	<ul style="list-style-type: none"> Solution supports a moderated self-help forum capability 		
4.1.53	Ability to provide customer with a case tracking number allowing customer the ability to track the case both online and via call-in.		
Multi-Language Support			
4.1.54	Solution provides a "multi-language" capability (e.g. Spanish, Vietnamese, etc.)		
4.1.55	Solution translates the following to the selected language:		
4.1.56	<ul style="list-style-type: none"> Data labels and static content 		

4.1.57	<ul style="list-style-type: none"> Dynamic content from the Content Management System 		
4.1.58	<ul style="list-style-type: none"> FAQs 		
4.1.59	<ul style="list-style-type: none"> Help text 		
Mobile App			
4.1.60	Mobile application supports at minimum iOS and Android		
4.1.61	Mobile app supports all the features that the Web app supports		
4.1.62	Product is compliant with the following smart phones (describe any known version or other limitations)		
4.1.63	<ul style="list-style-type: none"> Android (latest version) 		
4.1.64	<ul style="list-style-type: none"> Phone iOS (latest version) 		
4.1.65	<ul style="list-style-type: none"> Windows (latest version) 		
4.1.66	Solution supports a responsive web design (RWD) in lieu of a separate mobile application		
4.1.67	Ability to brand the mobile application to match City branding		

4.2 Functional Requirements

Reference#	Requirement	Response (Y,Z,T,N)	Xrf
Product			
4.2.1	Unique ID created/assigned for each Service Request		
4.2.2	Automatic routing of service request based on selected picklist item		
4.2.3	Solution provides the ability to add business processes		
4.2.4	Solution has custom workflow creation functionality		
4.2.5	Ability to create a professional user interface		
4.2.6	Ability to add HTML, JavaScript, and jQuery to the Web pages		
4.2.7	Ability to submit service requests via online portal		
4.2.8	Ability to submit service requests from social media		
4.2.9	Ability to submit service requests via chatbot		
4.2.10	Ability to submit service requests via chat		
4.2.11	Ability to submit service requests via email		
4.2.12	Ability to submit service requests via phone		
4.2.13	Ability to submit service requests via SMS		
4.2.14	Ability to submit service requests in person		

4.2.15	Ability to submit service requests via API utilizing 3 rd party software		
4.2.16	Ability to submit service requests via IVR		
4.2.17	Ability to submit file attachments to service requests		
4.2.18	Ability for CRM to utilize SMS notifications to City workers and people who submit service requests		
4.2.19	Ability for external/public user to track their service request/work order by logging into an online portal		
4.2.20	Ability for external/public user to be notified of state updates and messages related to their service request/work order via email		
4.2.21	Ability for external/public user to be notified of status updates and messages related to their service request/work order via automated phone call		
4.2.22	Ability for external/public user to be notified of status updates and messages related to their service request/work order via SMS		
4.2.23	Ability to bulk print or individually print physical acknowledgement letters to notify external/public requestors that a case has been created		
4.2.24	Ability to bulk send or individually send email acknowledgement notifications to notify external/public requestors that a case has been created		
4.2.25	Ability to bulk send or individually send SMS acknowledgement notifications to notify external/public requestors that a case has been created		
4.2.26	Ability for back office users to be able to utilize permission-based geographic searching and editing of cases		
4.2.27	Ability for City staff to open service requests on behalf of the public to ensure responses are returned to the original requestor		
4.2.28	Ability to link multiple customers to a service request/work order		
4.2.29	Ability to link multiple City staff members to a service request/work order		
4.2.30	Ability to link multiple cases together by address		
4.2.31	Ability to close linked cases at the same time with one closeout		
4.2.32	Ability for each constituent to add notes that are time and date stamped		
4.2.33	Ability to create reminders for follow up action		
4.2.34	Ability to add "topic tags" to contacts on topics of interest such as illegal dumping, taxis, etc.		

4.2.35	Ability to categorize contacts such as Business, Veteran, Resident, Business owner, Neighborhood Association, etc.		
4.2.36	Ability for customer service representatives to review and route request submitted by the public		
4.2.37	Ability for staff to reassign service requests		
4.2.38	Ability to assign or delegate service requests to staff in a particular workgroup		
4.2.39	Ability for City staff to follow and/or comment on a service request		
4.2.40	Solution has a workflow engine that converts service request cases into work order assignments		
4.2.41	Automatic notification of assigned/updated/completed Work Order from CRM/workflow engine to automatically update customer on the status of their Service Request		
4.2.42	Ability to provide contextual city notification of service information, based on location, time of day, day of week etc.		
4.2.43	Solution automates public communications (e.g. auto-reply to communicate Service Request/Work Order status update and completion)		
4.2.44	Ability to submit requests with attachments		
4.2.45	Ability to submit geotagged requests		
4.2.46	Ability to geotag City assets such as lampposts or fire hydrants on creation of service request		
4.2.47	Ability to notify the customer of partially/fully completed requests via their preferred communication method		
4.2.48	Ability to allow City staff to view and/or complete partially completed requests		
4.2.49	Ability to inquire on the status of a service request		
4.2.50	Ability to inquire about a pending work order and status data that is being performed in an external application		
4.2.51	Solution provides 24x7 access to service request/work order information via IVR		
4.2.52	Solution provides 24x7 access to service request/work order information via online portal		
4.2.53	Ability to search and view a map-based interface and see current service requests/work orders and status, to help reduce duplication		
4.2.54	Solution supports bulk close and update for multiple reports of the same issue		
4.2.55	Solutions provides for an external knowledge base for customer self-service to frequently asked questions		
4.2.56	Solution provides for an internal knowledge base solution for City staff		
4.2.57	Solution has an audit trail for CRM record updates and service requests		
4.2.58	Ability to create internal work orders for scheduled/recurring tasks on set days and regeneration of new tasks		

	after task completion (e.g. preventative maintenance, tree trimming, pothole maintenance, etc.)		
Email Capabilities			
4.2.59	Ability to clearly identify and differentiate external vs. internal service requests/work orders for reporting purposes		
4.2.60	Solution provides email templates for communicating frequent requests/issues/closeouts based on case type for call agents and caseworkers		
4.2.61	Solution provides rich HTML-based email functionality		
4.2.62	Ability to extract email addresses from the CRM		
4.2.63	Ability for constituents to opt in or opt out of emails by areas of interest		
4.2.64	Ability to integrate with CRM to send targeted emails to "topic tags" of interest such as illegal dumping, Bulk trash, etc.		
4.2.65	Ability for emails sent to individual non-Call Center staff to be forwarded into the CRM without losing the original submitter as the source of the request		

4.3 Customer Experience

Reference#	Requirement	Response (Y,Z,T,N)	Xrf
4.3.1	Solution provides a "Remember User ID" check box option		
4.3.2	Ability to support Google or social media (e.g., Facebook) logins		
4.3.3	Ability to provide for a light authentication (Guest User)		
4.3.4	Ability to provide a customer the ability to update web logon identifier (aka User ID)		
4.3.5	Ability to provide a customer the ability to update password reset/forgot password		
4.3.6	Ability to provide a customer the ability to update mailing addresses and effective dates		
4.3.7	Ability to provide a customer the ability to update telephone numbers		
4.3.8	Ability to provide a customer the ability to update email addresses		
4.3.9	Ability to provide a customer the ability to update preferred method of notification preferences (e.g., mail, email, text)		
4.3.10	Ability to provide a customer the ability to update social media accounts		
4.3.11	Ability to provide a customer the ability to update other user defined information		
Data Storage, Reports, Analytics			
4.3.12	Does the solution store, monitor, and report real-time on:		
4.3.13	• Name?		
4.3.14	• Address?		
4.3.15	• Phone Number?		
4.3.16	• Customer Contact received via Web/IVR/SMS (any communication channel)?		
4.3.17	• Customer Contact awaiting a response?		
4.3.18	• Customer Contact completed (response sent)?		

4.3.19	<ul style="list-style-type: none"> The date, time, and user of each follow-up action above? 		
4.3.20	Ability to create custom reports		
4.3.21	Ability to add and report on custom fields		
4.3.22	Ability to export reports via Excel, .pdf, etc.		
4.3.23	Solution allows unfettered access to City's raw data via API or other interface		
Guest Access			
4.3.24	Solution allows someone without a web account to request services and fill out forms (e.g., an anonymous customer)		
Customer Contacts			
4.3.25	Ability to store or identify an email from a customer as a customer contact		
4.3.26	Ability to capture contact analytics from anonymous customers		
Customer Notifications			
4.3.27	Ability to allow all notifications to be customized (wording and content; logos, fonts, colors, etc.) by the City		
4.3.28	Ability to allow customer notifications to be selectively activated and deactivated by the City		
4.3.29	Ability to support multi-language messaging, based on customer preference		
Test Environment and System Backup			
4.3.30	Solution provides a test environment to test any change before applying it to the production environment		
4.3.31	Solution provides a robust backup process		
Customer Survey			
4.3.32	Solution provides for an automated customer satisfaction survey, at the completion of a Service Request, that includes:		
4.3.33	<ul style="list-style-type: none"> Random selection of customers to survey 		
4.3.34	<ul style="list-style-type: none"> Offered to all customers 		
4.3.35	<ul style="list-style-type: none"> Scripted questions 		
4.3.36	<ul style="list-style-type: none"> Capture of numerical ratings for the scripted question 		
4.3.37	<ul style="list-style-type: none"> Capture of free form comments? 		
4.3.38	<ul style="list-style-type: none"> Capture of follow-up action requests 		
4.3.39	<ul style="list-style-type: none"> Statistical analysis of responses 		

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5. EVALUATION AND SELECTION PROCESS

The process for selecting a successful proposal(s) from this Request for Proposals will be an open and competitive process. The professional services sought herein are not subject to New York State competitive bidding requirements. Therefore, while total costs will be considered in the award of any contract arising from this Request for Proposals, it is not the determining factor. 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 Request for Proposals 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.

5.1 Evaluating Proposals

Proposals received in response to this Request for Proposals will be reviewed by an Evaluation Committee (EC) consisting of representatives from the departments of Administration, Finance, Policy & Urban Affairs, Management Information Systems, Division of Citizens Services, and representatives from any other relevant City department.

The EC will evaluate each proposal based on the criteria outlined in Section 5.2 of this Request for Proposals.

5.2 Evaluating Criteria

The evaluation criteria that the EC will use are based upon the Offeror demonstrating their prior proven expertise in assisting municipal organizations in redesigning websites as well as the criteria outlined in this section.

The evaluation criteria that the EC will consider may include, but shall not be limited to, the following factors:

1. Compliance with Request for Proposals requirements
2. Demonstrative expertise in development of CRM Software
3. Staff availability to perform tasks, including experience
4. Proposed work plan and methodology to achieve desired results
5. Estimated time frame for project completion
6. Proposed cost
7. Experience and references

Evaluation of each proposal will be scored as follows:

60% Written Technical Proposal Assessment and Proposed Demonstration and Project Team Interview. The Offeror's experience and qualifications, demonstrated ability to fulfill the requirements of the proposal, resumes of key members of the team, references, and other factors, which the City considers relevant.

Written Technical Proposal Assessment:

This involves the two steps of a compliance review and a technical review. The compliance review step involves an assessment of the Offeror's compliance with and adherence to all submittal requirements requested in Section 3: Scope of Services. Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal may, at the discretion of the EC, be rejected from further consideration due to "non-responsiveness" and rated non-responsive. Proposals providing responses to all sections will be eligible for detailed analysis.

In the technical review step, the EC will evaluate the extent to which an Offeror's proposal meets the project requirements set forth in the Request for Proposals. Within this step, the EC review will also include a detailed analysis of the Offeror's qualifications, experience, proposed implementation plan, and other factors based on the evaluation criteria outlined in Section 2.6 Required Content.

Proposed Demonstration and Project Team Interview:

Selected Offerors will be invited to present demonstrations of their vision of the CRM software which will be used as well as participate in project team interviews.

All team personnel, or their representative, described in Section 2.6.5 Dedicated Resources, above, must be available for a project team interview. Mock demonstration and project team interviews may take place in person or via webinar, at the Offeror's discretion. Offeror must state their selected method in their proposal.

20% Proposal Financial and Offeror Viability Assessment

The EC will review the pricing and financial information provided by each Offeror. The EC may also review any other information that is available to it to determine the long-term viability of the Offeror, including but not limited to information gained by checking references and by investigating the Offeror's financial condition.

The City reserves the right to seek clarification of any information that is submitted by any Offeror in any portion of its Proposal or to request additional information at any time during the evaluation process. The City reserves the right to add any additional criteria deemed appropriate which would lend it to establishing the Offeror's viability to perform the work as outlined in this Request for Proposals.

20% Minority and Women Participation

Review of proposals will include an analysis of the 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 2.6.2 Company Profile. The weight given to each factor is as follows:

- 15% Offeror's minority workforce development, community involvement and Offeror policies
- 5% Offeror's women workforce development, community involvement and Offeror policies

Any Offeror that deems itself unable to comply with this portion of the Request for Proposals shall explicitly state so in their proposal.

TOTAL = 100%

5.4 Fee Structure

Each Offeror shall provide a detailed list of all costs related to its performance of the proposed project. To the extent that the Offeror proposes any optional features, such costs must be separately referenced and shall include any and all additional costs attributed to such features.

Each proposal shall include proposed billing rates. Rates shall remain constant for the entire term of the proposed contract and shall be inclusive of:

- a. All costs necessary for the reasonable performance of the software and hardware, including but not limited to, software upgrades, technical support, maintenance, service requests, and operator training.
- b. Price quoted shall include delivery and installation.

Each fee proposal shall contain the following information:

- a. Description on Offeror's pricing model
- b. Methodology for pricing in terms of government clients
- c. A software cost summary

- d. The annual cost for a technical support and maintenance services for the next five years. Must also include the percentage upcharge for the annual cost after the five (5) years expires.
- e. The cost of Development or technical services (time and materials) for any additional development work the City may choose to have done over the life of the contract.
- f. A cost summary in relation to implementation and other service costs
- g. A training cost summary
- h. A list of any required third-party software, including a statement of whether the software is available for purchase directly from the Offeror
- i. Identify any contracts that are required by end users
- j. Describe any applicable software maintenance charges
- k. Proposed overall costs if the Offeror is awarded the entire project

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6 GENERAL TERMS/REQUIREMENTS

6.1 Contract Award

The successful Offeror(s) may be awarded a five (5) year contract with the options for renewal, at the sole discretion of the City. Following the initial five (5) year term, the contract shall be subject to one-year renewals until such time as the City determines, in its' sole discretion, to terminate or not renew the contract. All renewals shall be in writing and the pricing shall remain unchanged, except where the price has been modified as a result of the City's election to have Offeror install additional features to the software. Such terms ensure that there will be no interruptions in the services required to provide necessary while maintaining a high level of service.

The City reserves the right to enter into separate contracts with the successful Offeror for the installation of any of optional features described in the Offeror's proposal, at such time(s) that the City determines, in its' sole discretion, to proceed with such installation(s). Notwithstanding any provision to the contrary, any such future contract(s) shall not exceed the price originally quoted in Offeror's proposal, except to the extent that the proffered product and service is superior to what which was originally described in the Offeror's proposal.

The contract with the successful Offeror(s) shall include the terms of this Request for Proposals and together with those terms of the Offeror's proposal, which are not inconsistent with the Request for Proposals, and which have been specifically accepted by the City of Buffalo.

6.1.1 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.

6.2 Insurance Coverage Requirements

The City of Buffalo requires insurance coverage as listed below for this service. Note: The term "Offeror" shall also include the successful Offeror(s), their respective agents, representatives, employees or subcontractors; and the term "City of Buffalo" or "City" shall include the City's 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

6.2.1.1 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.

6.2.1.2 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.

6.2.1.3 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.

6.2.1.4 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.

6.2.1.5 Network Security/Cyber Liability 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. A certificate of insurance evidencing such coverage shall be submitted by the Offeror and must name the City of Buffalo as certificate holder

6.2.1.6 "Tail" Coverage:

If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of 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.

6.2.1.7 Acceptability of Insurers:

All of Offeror's insurance policies shall be written by insurance companies licensed 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.

6.2.1.8 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.

6.2.1.9 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.

6.2.1.10 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.

6.2.1.11 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 thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

6.2.1.12 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.

6.2.1.13 Certificates of Insurance:

As evidence of the insurance coverage required for any contract arising out of this Request for Proposals, the Offeror shall furnish certificate(s) of insurance to the Division of Citizen Services 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.

6.3 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.

6.4 Americans with Disabilities Act Compliance Provisions

Any Offeror(s) awarded a contract pursuant to the Request for Proposals are required to abide by the regulations of the Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. The contractor 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 contractor's noncompliance with the non-discrimination clauses of this contract, this contract may be canceled, terminated, or suspended, in whole or in part, and the contractor 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.

6.5 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 vendor 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 vendor 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. Vendor Policies: Offerors should describe any procurement policies or practices they have adopted that provide M/WBE suppliers or services business opportunities.

6.6 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.

6.7 Performance Monitoring

The City will monitor the performance of the successful Offeror(s) against goals and performance standards required under 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.

6.8 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.

6.9 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.

6.10 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.

6.11 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 anytime during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

6.12 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.

6.13 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.

6.13 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.

6.14 Ownership of Materials

Notwithstanding the Offeror's proprietary information, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, equipment or other materials resulting from any contract arising from this Request for Proposals 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.

6.15 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 contractor 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.

6.16 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 Request for Proposals 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 privacy 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.

6.17 Disclaimer

This Request for Proposals and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. This Request for Proposals is not binding on the City. No other party, including any Offeror to this Request for Proposals or further Offerors to any Request for Proposals that may be issued by the City, is intended to be granted any rights hereunder. Any response to this Request for Proposals, 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 Request for Proposals shall be the sole and absolute property of the City with the City having title thereto and unrestricted use thereof.

6.18 Publicity

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

6.19 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 Request for Proposals. 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 Request for Proposals is intended to preclude a proposal by a system integrator that proposes to perform the substantive work proposed through sub-contractors.

6.20 New York State Executory Clause

Any contract(s) arising from this Request for Proposals 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.

6.21 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.

6.22 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 offered in their proposal as of the date of proposal submission. 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.

6.23 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.

6.24 Inquires

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: Oswaldo Mestre, Jr. at CDI2@ch.ci.buffalo.ny.us by no later than December 15, 2021 4:00 pm. The subject line must identify the Request for Proposals by title.

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6.25 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.

6.26 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: _____

6.27 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.

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NON-COLLUSION BIDDING CERTIFICATION

PROJECT NAME: _____

PROPOSALS 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 or
(Company Address)

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 or proposal, 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 living wage, which is based on 150% of the federal poverty line for a family of three and adjusted each year. For July 1, 2021 to June 30, 2022, the rate will be \$15.84 per hour.

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. Employers of tipped workers may take a tip credit, so long as tips plus wages equal or exceed the living wage rate.

The City department responsible for the contract should forward the completed Application for Contract of the employer awarded 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 Proposal/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 <i>all</i> 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 – 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 Offeror)

Date _____

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



CITY OF BUFFALO

DEPARTMENT OF MANAGEMENT INFORMATION SYSTEMS

65 Niagara Square, 1201 City Hall

Buffalo, New York 14202

(716) 851-4836



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:
Oswaldo Mestre, Jr.
Director of Citizens Services
Division of Citizen Services
65 Niagara Square
218 City Hall Buffalo, NY 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: _____

Oswaldo Mestre, Jr.
Director of Citizen Services
Division of Citizens Services

Date: _____

Contractor

ACKNOWLEDGMENTS

State of New York)
County of Erie) ss.

On the day of _____, in the year 20____, 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/Commissioner of Deeds

State of New York)
County of Erie) ss.

On the day of _____, in the year 20____, before me, the undersigned, a notary public in and for said state, personally appeared _____, the Director of City of Buffalo Division of Citizens Services, 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/Commissioner of Deeds