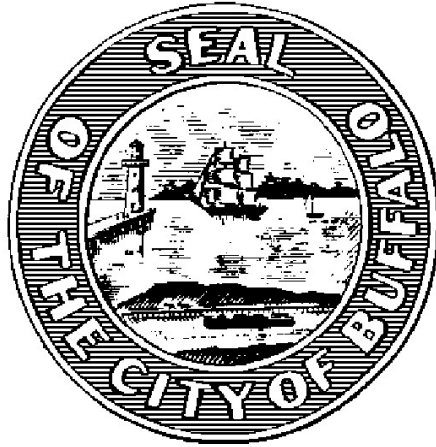




CITY OF BUFFALO
NEW YORK

OFFICE OF STRATEGIC PLANNING
65 NIAGARA SQUARE, ROOM 920 CITY HALL
BUFFALO, NY 14202
PHONE (716) 842-6923 FAX (716) 854-0172

Request For Proposals

**For the Creation of a
Community Development Information System (CDIS)**

Issue Date: 05/10/2011
Proposal Due Date: 07/01/2011

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Figure 1: Non-Collusion Certification **(Enclosed to be returned with your proposal)**

Figure 2: Living Wage Commission Application for Contract With the City of Buffalo
(Enclosed to be returned with your proposal)

Figure 3: Form 2A- Bidders Affirmative Action Statement
(Enclosed to be returned with your proposal)

1.0 Introduction and Proposal Purpose

Over the past several decades the City of Buffalo has experienced a significant decline in population. According to the United States Postal Service, approximately 15% of the units in the City of Buffalo are vacant. These properties adversely affect the quality of life in Buffalo's neighborhoods.

In an effort to address vacant and abandoned properties in the City of Buffalo, the City issued an RFP with the objective of developing the preliminary design of a property information system, perform an inventory of existing databases and systems that could support this system, and develop an implementation plan for completing the system. NBT Solutions was awarded the contract and through its research, has made a series of recommendations. The purpose of this RFP is to select a vendor to create the Community Development Information System (CDIS) based upon current user requirements and on the report of NBT Solutions. The full report is available online at www.city-buffalo.com/cdisrfp.

1.1 Goals and Objectives

The CDIS will be integrated into the City's information technology infrastructure and must be consistent with the policies and procedures of the City of Buffalo's MIS Department. Due to the fact that this data is being gathered from diverse sources, an objective for the proposed system is to account for data integrity and the possibility of change within the various information resources that feed this newly created application system. Therefore, the CDIS will need to incorporate automated mechanisms that report discrepancies and allow for quick and easy modifications to the relevant application modules to account for any future system changes implemented by the various data providers. Optimally outside vendor assistance should not be required should modifications to this system become necessary due to a change in parameters supplied by the supporting data structures.

The goal is to make sure that future updates to any of the individual base systems or databases that supply data to the newly engineered Community Development Information System won't have an adverse impact upon the continuing operation and effectiveness of this system. This comprehensive data and mapping system must be able to obtain data and produce reports and maps for any given property or study area at various geographic levels, categorize vacant properties to determine their disposition, and help identify neighborhoods that are in jeopardy of decline via indicators of neighborhood conditions. In doing this, users will be able to identify target areas for planning projects and gain full knowledge of the area in order to accurately determine strategies to combat neighborhood decline. The data will also assist with identifying at-risk properties to create proactive strategies to prevent further abandonment.

The system will allow for a data driven and objective decision-making process. The CDIS should provide the flexibility for additional data sets in the future, but initially must include the following data items at a minimum: demographic information, vacancy information, condition data, assessment and taxation data, property value data, property inspection data, public and private investment, foreclosure data, board-up information, demolition data, code violation information, permit information, historic preservation information, field data, real estate information, planning project areas, proximity to resources, parcel information, photographs and aerial views, property transfer history, public safety information, zoning, etc. Most of the information listed above is

available through various databases maintained by the City. The proposed system will gather base data on a continuous basis from a multitude of data sources including, but not limited to: City of Buffalo developed custom applications and databases, commercial applications from vendors such as Hansen, and various other internal and external providers.

The suggested format for data presentation is a dashboard style graphical user interface (GUI) with drill-down capabilities for ease of decision-making, but must have full GIS capability to view, query, report, and extract the data in maps. The system should be server based and accessible through a web browser; not requiring any installation or update on client workstations.

2.0 General Instructions

The tasks, identified in NBT's Final Report, that need to be executed include:

1. Confirm system requirements with the City of Buffalo; make any necessary modifications or additions.
2. Database design and implementation that houses and manages all data sets that are needed to support the system's functions.
3. Application design and development- including all component development.
4. Application implementation and end-user training.
5. Design & implement field based inspection application to identify, locate, and characterize vacant properties within specific, targeted neighborhoods.
6. Establish external data streams for information such as mortgage foreclosure data.
7. Create a system that supports the City's community development, neighborhood planning, and vacant property initiatives.

2.1 General Invitation

The City of Buffalo Office of Strategic Planning (sometimes hereinafter referred to as the "Department") will receive proposals addressed to the following by **Friday, July 1, 2011 at 3:00 pm. All proposals must be clearly labeled on front of package referencing "OSP Community Development Information System"**

**RFP: OSP Community Development Information System
Brendan Mehaffy
Executive Director, Office of Strategic Planning
65 Niagara Square, Room 920 City Hall
Buffalo, NY 14202**

Proposals are solicited in accordance with the terms, conditions and instructions as set forth in this RFP. No proposals will be accepted after the stated deadline, and the Department reserves the right to reject any or all proposals or to accept any proposal or portion of a proposal (and or proposals) deemed to be in the Department's best interest.

Any material misrepresentation made by a Respondent may void the Proposal and eliminate the Respondent from further consideration. Any proposal that is based upon violation of law, ordinances, or statutes will be deemed Non-Responsive and eliminated from this competition regardless of any other considerations.

2.2 Schedule

Listed below are important target dates and relevant times by which actions related to this RFP should be completed. Note that these target dates are subject to change by the Department with or without coordination and or consultation with potential vendors, respondents and or consultants/contractors.

<u>EVENT</u>	<u>DATE</u>
Issuing of RFP	05/10/2011
Written Questions from Respondents Due	05/31/2011
Responses to Questions posted on City website	06/07/2011
Proposals Due by 3:00 pm	07/01/2011
Oral Presentations and Team Interviews	TBD
Target Award Date	TBD
Project Completion	As proposed by the winning vendor

2.3 Reserved.

2.4 RFP Review, Additional Information and Questions

Each Respondent will carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFP.

Before submitting a proposal, each Respondent will be responsible for making all investigations and examinations necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations will not relieve the Respondent from the obligation to comply, in every detail, with all provisions and requirements of the RFP.

Respondents must communicate only with the designated contact person, **Eric J. Birner**. All questions, requests for clarification or additional information must be in writing and sent by email to ebirner@city-buffalo.com.

2.5 Addenda and Modifications

All addenda, amendments, and interpretations to this solicitation will be in writing as well as posted on the City's website at www.city-buffalo.com/cdisrfp Only information supplied by the Department in writing or in this RFP should be used in preparing proposal responses. All other contacts that a Respondent may have had before or after receipt of this RFP with any individuals, employees, subcontractors, consultants or representatives of the Department 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.

The Department does not assume responsibility for the receipt of any addendum sent to Respondent. If it becomes necessary to revise or expand upon any part of this RFP, an addendum

will be posted on the City's website as listed above. Each addendum is incorporated as part of the RFP documents.

The addendum may include, but will not be limited to, responses to questions and requests for clarification made by email.

2.6 Proposal Format

Respondents are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of this RFP may be cause for rejection of the noncompliant Proposal. Respondent must provide information in the appropriate areas throughout the RFP. Submission of a Proposal in response to this RFP constitutes acceptance of all requirements outlined in the RFP.

Ten (10) proposals must be prepared on 8" X 11" letter size paper, printed double-sided, and bound on the long side. One (1) CDROM containing an Adobe Portable Document Format (PDF) version of all proposal materials should also be provided. All proposals should be electronically generated and the printed original 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 important.

The proposal must be signed by individual(s) legally authorized to bind the Respondent(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.

2.7 Required Content

It is vitally important that respondents adhere to the required content guideline set forth below.

2.7.1 Cover Letter

A person authorized to make the commitments contained in the proposal must sign the cover letter. Submission of the letter will constitute a representation by the Respondent that it is willing and able to perform the commitments contained in the proposal.

The cover letter must explain the Respondent's understanding of the City's intent and objectives and how the Respondent's Proposal would achieve those objectives. It must discuss the Respondent's plan for implementing and monitoring the RFP 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 Department's consideration.

2.7.2 Company Profile

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

1. Name, mailing address, email address, telephone number and fax number of the primary contact person for firm;

2. A brief description of firm, 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;
3. Respondent 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 Respondent and tax identification number;
4. Financial details demonstrating your firm's financial capacity to undertake and complete the project as proposed statements;
5. Respondent must provide client references, preferably at least three (3), and preferably from municipalities on contracts of similar scope and magnitude as described in this RFP, performed by your firm including client, reference and telephone numbers, client staff members who worked on each project, budget, schedule and project summary. Descriptions should be limited to one page for each project. Experience will not be considered unless complete reference data is provided. At a minimum, the following information must be included for each client reference:
 - a. Client name, address, contact person name, telephone, and fax number;
 - b. Description of services provided similar to the services outlined in Section 2.7.3: Solution Description of this RFP;
 - c. Nature and extent of Respondent's involvement as the prime contractor;
 - d. Identify services, if any, subcontracted, and to what other company;
 - e. Total dollar value of the contract;
 - f. Contract term (start and expiration).

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

6. Respondent must provide a summary of the professional qualifications and experience of all team personnel who will be dedicated to the services described in this RFP. 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.

2.7.3 Solution Description

Describe in detail how your firm proposes to meet the Department's minimum functionality features in Section 1.1: Goals and Objectives and 2.0 General Instructions.

2.7.4 Implementation Plan

Respondent must include a comprehensive and detailed description of the process by which it will provide the services as described in this RFP by writing a deployment plan with tasks over a proposed period of time. Respondent will also describe the project management methodology that will be used to execute on the deployment plan.

All responses should, at a minimum, reference the anticipated timeline for this project. All costs should, at a minimum, reflect the ability to meet your proposed timeline. Respondents may, in addition, provide alternative timelines to be accompanied by an explanation of variance from the periods listed.

The Respondent must provide an estimate of what resources the City will have to apply to successfully implement their proposed solution. This estimate must at a minimum identify the type and applied hours of City of Buffalo human resource subject matter experts that the Respondent expects the City to provide.

2.7.5 Training Plan

Describe the approach for training City staff to operate the system.

2.7.6 Dedicated Resources

Describe facilities, equipment, personnel, communication technologies and other resources available for implementing any proposed Services.

2.7.7 Detailed Costs

Describe in detail the costs associated with implementing the proposal. Services should be itemized per task with estimated resource requirements.

On a case by case basis and subject in each case to the City's prior written confirmation, The City of Buffalo may be eligible for New York State Office of General Services pricing. Vendors may suggest the Department procures certain items separately in order to contain costs.

2.7.8 Ongoing Support and Service Options and Costs

Describe the ongoing maintenance costs of the proposed solution including hardware, software, consulting, and other anticipated expenses.

3.0 Evaluation and Selection Process

3.1 Evaluating Proposals

The process for selecting a winning proposal for this RFP will be an open and competitive process.

An Evaluation Committee (EC) will include representatives from their respective departments and other relevant Departments within the City.

In evaluating Proposals, the EC will first consider the completeness and responsiveness of the Respondent's Proposal. The RFP proposal evaluation process is organized into three phases:

Phase I- Technical Proposal Assessment (75%):

Phase I will involve the two steps of a compliance review and a technical review. The compliance review step involves an assessment of the Respondent's compliance with and adherence to all submittal requirements requested in Section 2.7: Required Content. 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 shall be eligible for detailed analysis.

In the technical review step, the EC will evaluate the extent to which a Respondent's proposal meets the project requirements set forth in the RFP. Within this step the EC review will examine the Respondent's qualifications, experience, proposed implementation plan, and other factors based on the evaluation criteria outlined in Section 3.2: Evaluation Criteria.

Phase II- Proposal Financial and Respondent Viability Assessment (25%):

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

The Department reserves the right to seek clarification of any information that is submitted by any Respondent in any portion of its Proposal or to request additional information at any time during the evaluation process.

Phase III- Oral Presentations and Project Team Interview (may result in technical rescoring):

In Phase III leading Respondents will be invited to participate in Oral Presentations and Project Team Interviews. Based upon the detailed questions and answers written technical scores may be adjusted.

3.2 Evaluation Criteria

The evaluation criteria that the Department will use is based upon the Respondent demonstrating their prior proven expertise in assisting municipal organizations in effecting a business process modernization of a similar size and scope to this initiative.

More specifically each Respondent's proposal will be scored against the following:

1	Experience developing this software and knowledge of problem sought to be addressed	10%
2	The underlying technical architecture of the application system being proposed.	15%
3	User-friendliness and ease of use of the application and related components being proposed.	15%
4	The quality, effectiveness, and completeness of the application and related components being proposed.	15%
5	The speed at which the system can be implemented.	10%
6	The quality and type of technology being proposed to support the data interface needs of the project.	10%

Another 20% of the evaluation criteria are reserved for the actual price bid for this project. Also 5% of the final evaluation score will be reserved for the financial viability and general reputation of each respondent.

3.3 Vendor Selection

Upon completion of all oral presentations and team interviews, the final ratings will be submitted by the Evaluation Committee.

In the case where two leading Respondent's total scores are very close in total after combining the technical, price, and viability scores, it will be the responsibility of the Evaluation Committee to determine what is the best value overall given the tradeoff between functionality and price.

3.4 City of Buffalo's Good Faith Effort

All information provided in this RFP is provided in good faith and represents the City's best efforts to convey with accuracy and full disclosure all information that may be directly relevant to this RFP. However, in a demonstration project such as this RFP, inadvertent errors and unidentified contradictions may have been made. The City bears no responsibility for any costs, current or future, for these details.

4.0 General Requirements

The following General Requirements are terms and conditions that the City expects all of its Respondents to meet. By proposing the Respondents agrees to be bound by these requirements

unless otherwise noted in the proposal. The Respondents may suggest alternative language to any section. Some negotiation is possible to accommodate Respondents suggestions. Certain contractual provisions must be agreed to as follows:

4.1 Reserved

4.2 Reserved

4.3 Certificate of Non-Collusion

If the Respondent (sometimes hereinafter referred to as “Applicant” or “Contractor”) is a corporation, the execution of the non-collusive certification in the form of proposal shall be deemed to include the signing to non-collusion as the act and deed of the corporation.

No RFP shall be considered for an award nor will any award be made to a Applicant 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 Applicant cannot make the foregoing certification, the Applicant shall so state and furnish with the RFP a signed statement which sets forth in detail the reasons therefore. In such event the RFP shall not be considered for award nor shall any award be made unless the Director of Purchase determines that such disclosure was not made for the purpose of restricting competition. In this connection, it should be noted that the fact that a Applicant 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 RFP, does not constitute, without more, a disclosure to any other Applicant or to any competitor within the meaning of the non-collusive certification included in the form of proposal.

An Executed copy of a city approved Non-Collusion Certificate, must accompany the proposal. By submission of a proposal each Applicant, and each person signing on behalf of any Applicant, certifies, and in the case of a joint RFP, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief.

4.3.1 The prices in the proposal 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 Applicant or competitor;

4.3.2 Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Applicant and will not be disclosed by the Applicant prior to opening, directly or indirectly, to any other Applicant or competitor;

4.3.3 No attempt has been made or will be made by the Applicant to induce any other person, partnership or corporation to submit a RFP for the purpose of restricting competition.

4.4 City’s Rights

The City reserves the right 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 Proposal or the Applicant's reply based on the component prices submitted.

4.5 Interest of Members of City

The contractor agrees that no member of the governing body, officer, employee or agent of the City shall have any interest, financial or otherwise, direct or indirect, in the Contract.

4.6 Affirmative Action Statement

Contractor agrees to comply with the provisions of all applicable federal, state and City of Buffalo statutes, ordinances and regulations pertaining to civil rights and nondiscrimination including, without limitation, Buffalo City Charter, Chapter 96, incorporated herein by reference.

4.7 Non-Discrimination

The contractor will 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 contractor 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 Applicant shall, in all solicitations or advertisements for employees placed by or on behalf of the Applicant, 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 Code of Ordinances.

4.8 Indemity and Insurance

The Contract awarded to a Respondent shall, if a contract is actually awarded, contain the following provisions:

1. The Respondent hereby indemnifies the City of Buffalo (the "City") and agrees to defend and hold the City harmless from and against all liability arising out of the services provided to the City by the Respondent and/or those under the direction or control of the Respondent.

2. In furtherance of the Respondent's indemnification of the City, the Respondent agrees at all times during the term of the Agreement (and at least through completion of the contemplated service/work) to keep and pay for general/public liability insurance (with limits of at least \$1,000,000 per occurrence/\$2,000,000 aggregate) to protect the City against loss by reason of bodily injury, death or property damage caused directly or indirectly by activities of the Respondent or in any way related to or arising out of the services described in the Agreement and or the Respondent's operations related to the services. The City shall be named as additional insured on such policy or on certificates of insurance evidencing such policy as well as on any other excess/umbrella liability obtained by the Respondent. Further, the Respondent shall keep and maintain and place and pay for automobile insurance coverage having limits of at least \$1,000,000 per occurrence (covering all vehicles in use) with the City also being named as additional insured. The Respondent shall also provide the City with proof of Workers Compensation insurance on a New York form. Each such class of insurance described above must be provided by insurance companies which are reasonably acceptable to the City and any certificates or other proofs of insurance required hereunder must be in form and substance reasonably acceptable to the City.
3. In addition to the foregoing, the Respondent shall also show the City evidence of Professional Liability Insurance which provides for coverage in the amount of at least \$1,000,000 for any wrongful act and or for damage caused by error, omission or any negligent acts of the Respondent.
4. Notwithstanding anything contained in the Agreement which could be construed to the contrary:
 - a. The laws of the State of New York shall apply to all aspects of the Agreement and the performance of the Agreement. Further, Respondent agrees that any and all proceedings in connection with any dispute shall be held and heard in a court sitting in Erie County, New York. All pre-trial discovery proceedings shall be held in Buffalo, New York.
 - b. Passing of title occurs upon preparation of the information and services. The Respondent shall not divulge any information to other parties and shall maintain all City information in the utmost confidence.
5. Notwithstanding anything contained in the Agreement which could be construed to the contrary, the City and the Respondent expressly agree that the total fee/expenses to be paid to the Respondent by the City under the Agreement shall not exceed \$ _____. Payment will be within sixty (60) days of invoicing, not within thirty (30) days. Further, City shall not be responsible for any additional charge(s) and or expense(s) whatsoever unless the Respondent has received prior written approval from the City for each and any such expense(s) and or charge(s) in advance of the Respondent incurring the expense(s) and or

providing the service/parts/hardware, etc. and or for each such additional charge being proposed.

6. City shall not be obligated to engage the services of the Respondent for any administration of services which are specifically provided for in the Agreement as hereby modified. Further, City shall have the unilateral right to at any time cancel and terminate the Agreement and the services of the Respondent for any or no cause in which such an event the City shall have no further obligation to the Respondent other than for payment of services through the date of termination.

4.9 Transfer of Interest

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or innovation without the prior written approval of the City, provided, however, that claims for money due or to income due to the contractor may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice to any such assignment or transfer shall be furnished to the City. The Contractor shall not subcontract any services under this contract without prior approval of the City or designated herein.

4.10 Compliance Requirements

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 Americans with Disabilities Act of 1990 (ADA) also requires Applicants associated with the City of Buffalo to provide qualified applicants and employees with disabilities with reasonable accommodation that does not impose undue hardship.

4.11 General Compliance

The Contractor agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this contract.

4.12 Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required herein. 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 Contractor within a reasonable period of time after being notified by the City, contract termination procedures will be initiated. All work submitted by Contractor shall be subject to the approval and acceptance by the City or designated herein. The City or designated herein shall review each portion of the work when certified as complete and submitted by the Contractor and shall inform the Contractor of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

4.13 Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-Applicants of the Contractor 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 provided to be rendered herein, shall be the sole obligation and responsibility of contractor.

4.14 Hold Harmless

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the contractor, its employees, its agents, or employees of subapplicants, in the performance of the services provided under any contract or by reason of the failure of the contractor to fully perform, in any respect, any of its obligations under any contract.

4.15 Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices as in opinion of pertinent City representatives are sufficient to properly account for expenses incurred under this contract.

4.16 Retention of Records

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

4.17 Inspection of Records

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

4.18 Living Wage Policy

The Buffalo Living Wage ordinance applies to City contracts for services of more than \$50,000 in value when the City contracts with a contractor employing more than ten people.

4.19 Reserved

4.20 Conflict and Priority

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

4.21 Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from any Contract shall become the property of the City upon final approval of the final report or upon request by the City at any time before then. The City may use, extend, or enlarge any document produced under any Contract without the consent, permission of, or further compensation to the Contractor.

4.22 Termination

If the City contracts with the Applicant the City may unilaterally cancel said Contract for any or no reason without cause upon thirty (30) days written notice. If either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of the Contract, the other party shall have the right to terminate the Contract, if the default has not been cured after a ten (10) days written notice has been provided. 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 Contractor, the City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this agreement shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Contractor 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 Contractor. The City may, in such event, withhold payments due to the Contractor 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 Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

4.23 Prime Contractor Responsibility

All sub-contractors will be subject to approval by the City. Prior to contract execution, the successful Applicant will be required to furnish the corporate or company name and the names of the officers and principals of all subcontractors. Notwithstanding any such approval by the City, the successful Applicant shall itself be solely responsible for the performance of all work set forth in any contract resulting from the RFP and for compliance with the price and other terms provided in the

contract. The successful Applicant shall cause the appropriate provisions of its proposal and the contract to be inserted in all subcontracts.

The City's consent to or approval of any subcontract or subcontractor Proposed by a Applicant 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 Applicant who obtains such approval or consent of the City shall be required to insert a clause so providing in all subcontracts.

4.24 Disclaimer

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

4.25 Publicity

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

4.26 Applicants 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 Applicant may be the prime contractor or prime Applicant for more than one proposal submitted pursuant to this RFP. Entities that are legally related to each other or to a common entity may not submit separate proposals as prime Applicants or prime Applicants. Any proposal may be rejected that, in the City's sole judgment, does not comply with these conditions. Nothing contained in this RFP is intended to preclude a proposal by a system integrator that proposes to perform the substantive work proposed through sub Applicants.

4.27 MBE/WBE Plan

In Respondent's proposal, Respondent must complete the City's "Form 2A – Respondents Affirmative Action Statement". The City's policy regarding MBE/WBE goals is: The advertisement inviting RFP's for the doing of a work or improvement or for the furnishings of materials, supplies, or equipment shall among other things state that the Applicant must submit prior to the awarding of a contract, a statement indicating that the Applicant will work toward a minority workforce goal of 25%, and women workforce goal of 5%. In addition, a statement must be submitted prior to the awarding of a contract indicating that the Applicant will work toward a business utilization goal for

minority business enterprise of 25% and women business enterprise of 5%. These goals shall be utilized for all purchasing, professional services and construction.

4.28 Copyright and Patent Rights

The Respondent must warrant that there are no existing claims of violation and respondent has no knowledge of any potential claims of violation of copyrights or patent rights in products being proposed in response to this RFP as of the date of RFP response submittal. The Respondent will defend and indemnify 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 Respondent violated any copyright, ownership and or patent rights.

4.29 Tendering Proposal

All applicants must tender their proposal on the form furnished with these specifications and shall execute the form in ink or typewriter, without alteration or additions of any kind. Except for catalogs or other descriptive literature specified or requested, any letters or other papers attached to proposals or submitted under separate cover containing contingent clauses or modifications to these specifications will not be accepted. Any deviation or minor points of variance shall be specifically shown and stated in the space provided on the RFP sheet or on a separate sheet of paper, and only those deviations or minor variations contemplated or permitted thereby will be considered.

4.30 Signatures

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

4.31 Qualifications of Applicant

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

4.32 Reserved

4.33 Payment

Payment for material, supplies or equipment called for herein shall be made within sixty (60) days after approved completion of contract and the rendition of proper invoice to the Department, 65 Niagara Square, Room 920 City Hall, Buffalo, New York 14202.

4.34 Patent Infringement

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

4.35 General

The Contractor will not be allowed to take advantage of any errors or omissions. The Department reserves the right to reject any and all RFP's on any or all items in the proposal and to waive any informalities. In case of error, unit price governs.

4.35.1 Should there be any question concerning these specifications, or the intent of these specifications, the prospective Applicant shall apply to the Department for such information.

4.35.2 Reserved

4.35.3 The Department reserves the right to award by item, or as a whole, or to reject any or all RFP's.

4.36 Taxes

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

4.37 Title

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

4.38 Assignment and Subcontracting

No contractor awarded a contract pursuant to RFP's shall assign or subcontract any part of such contract to any person, firm or corporation by whom a proposal was submitted to the City for the same contract. In any event, no contractor shall assign, transfer or otherwise dispose of the within contract, or any part thereof, or any right, title or interest there under, without the prior written consent of the Department. Any such purported action without such consent shall be null and void.

4.39 Subcontractor List

The successful Applicant shall submit a list of proposed subcontractors to the Department for approval and obtain written consent thereto prior to the execution of the contract.

4.40 Reserved

4.41 Delivery Date, Penalties and Extensions of Time

The Department in making the award shall consider the delivery date. Such delivery date shall be of the essence of the contract. If the contractor and/or supplier fails to complete the contract within the specified delivery date or within any extensions thereof granted in accordance with this section, the City may elect to permit the contractor and/or supplier to proceed with and complete the contract, provided, however, that in any such case such permission shall not be deemed a waiver in any respect by the City of the contractor's and/or supplier's liability for damages or expenses thereby incurred by the City as a result of the failure to complete delivery within the specified time, but such liability shall continue in full force against the contractor and/or supplier as if such permission had not been granted. In order to avoid all controversy in the determination of actual damages or expenses to the City for the delay in completion of the contract by reason of the City's election not to terminate the right of the contractor and/or supplier to proceed with the completion of the contract, the contractor and/or supplier shall be liable for and shall pay or allow to the City a sum equal to one percent (1%) of the total amount of the contract per day as fixed and agreed liquidated damages for each and every calendar day, Sundays and holidays included, after the date fixed for delivery during which time the contract shall remain incomplete, and any such damages and expenses may be deducted by the City from any payment or payments then due or thereafter to fall due to the contractor and/or supplier.

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

4.42 Anti Discrimination Provisions

Respondent must agree:

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

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

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

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

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

THIS PROPOSAL IS FAIR IN EVERY RESPECT AND NO OFFICER OF THE CITY OF BUFFALO IS DIRECTLY OR INDIRECTLY INTERESTED IN SAID PROPOSAL, OR IN THE WORK TO WHICH IT RELATES, OR IN ANY PORTION OF THE PROFITS, excluding profits which may accrue as a stockholder, provided that as such stockholder he does not have supervision, control, or direction of said corporation and that (s)he did not participate in the calculation, submission or preparation of this RFP.

THIS PROPOSAL IS TENDERED BY (A) (AN) CORPORATION _____

PARTNERSHIP _____

INDIVIDUAL _____

PARTNERS CONSTITUTING _____

PARTNERSHIP _____

INCORPORATED IN WHAT STATE, IF CORPORATION?

IF FOREIGN CORPORATION, STATE IF AUTHORIZED TO DO BUSINESS IN NEW YORK STATE _____

*** CORPORATE OFFICERS' NAMES TITLES ADDRESSES**

*** PRINCIPAL STOCK HOLDERS
NAMES ADDRESSES NAMES ADDRESSES**

* Note: This information is not required from nationally-known corporations.

FIGURE 1: Non-Collusion Certification

By submission of this RFP, each Applicant and each person signing on behalf of any Applicant certifies, and in the case of a joint RFP, 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 RFP 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 Applicant or with any competitor;
- (2) Unless otherwise required by law, the prices, which have been quoted in this RFP, have not been knowingly disclosed by the Applicant and will not knowingly be disclosed by the Applicant prior to opening, directly or indirectly, to any other Applicant or to any competitor;
- (3) No attempt has been made or will be made by the Applicant to induce any other person, partnership or corporation to submit a RFP for the purpose of restricting competition.

FIRM OR CORPORATION NAME _____

PRINCIPAL ADDRESS _____

STREET _____

CITY/STATE /ZIP CODE _____

SIGNATURE OF INDIVIDUAL, PARTNERS OR OFFICERS:

TITLE (TYPE OR PRINT NAME ABOVE)

TITLE (TYPE OR PRINT NAME ABOVE)

FIGURE 2: Living Wage Commission Application for Contract With the City of Buffalo



City of Buffalo

Living Wage Commission

APPLICATION FOR CONTRACT WITH THE CITY OF BUFFALO

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

You must certify that you will pay at least the hourly wages mandated by the Ordinance. The 2011 hourly rates are \$10.57 with health insurance and \$11.87 without health insurance.

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

The City department responsible for the contract should forward the completed Application for Contract of the employer chosen for the contract to: Living Wage Commission, c/o Cornell University ILR, 237 Main St., Suite 1200, Buffalo, NY, 14203

1. Company Information

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

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

3. Contract Information

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

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

A) Are all persons who will work under the contract construction workers covered by federal or state prevailing wage laws?	☐ Yes	☐ No
B) Is this a contract for professional services such as legal, architectural, or engineering?	☐ Yes	☐ No
C) Do you employ less than ten people?	☐ Yes	☐ No
D) Is the total value of the contract less than \$50,000 per year?	☐ Yes	☐ 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?	☐ Yes ☐ No
If yes, please provide name address, and phone for each subcontractor. Attach additional sheets as needed.	

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

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

Signature: _____

Print: _____

Title: _____

Date: _____ Last revised 3/15/07

FIGURE 3: Form 2A- Respondents Affirmative Action Statement

The _____
(Company Name)

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

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

(Signature of Authorized representative of Bidder)

Date_____

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

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