



CITY OF BUFFALO
NEW YORK

DEPARTMENT OF PUBLIC WORKS, PARKS AND STREETS
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**REQUEST FOR PROPOSALS
FOR
CITY OF BUFFALO
CONSULTING SERVICES FOR THE
PREPARATION OF A LOCAL SOLID WASTE
MANAGEMENT PLAN (LSWMP)**

- ❖ ISSUE DATE: MARCH 9, 2017
- ❖ QUESTION SUBMISSION DEADLINE: MARCH 16, 2017
VIA EMAIL TO: SATTRIDGE@CITY-BUFFALO.COM
- ❖ ANSWERS POSTED TO CITY OF BUFFALO WEBSITE (WWW.CITY-BUFFALO.COM/BIDS):
- ❖ PROPOSAL INTERVIEWS
TBD
- ❖ PROPOSAL SUBMISSION DATE: APRIL 7, 2017

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I. INSTRUCTIONS TO OFFERORS

1. General Invitation

The City of Buffalo, through its Department of Public Works, Parks & Streets (“City”) has issued this Request for Proposals seeking proposals for companies (“Contractors”) to develop a Local Solid Waste Management Plan (LSWMP). Bidders are required to develop a Solid Waste Management Plan that in is compliance with the rules and regulations set forth by the New York State Department of Environmental Conservation in New York Conservation Law §27-0107.

Offerors shall submit their proposals to the City’s Department of Public Works, Parks and Streets no later than **April 7, 2017 at 11:00 am**. Offerors shall not submit more than one proposal. Proposals shall be sealed and clearly labeled on front of package **CITY OF BUFFALO CONSULTING SERVICES FOR THE PREPARATION OF A LOCAL SOLID WASTE MANAGEMENT PLAN (LSWMP)** and delivered to:

**Steven J. Stepniak, Commissioner
City of Buffalo Department of Public Works, Parks and Streets
65 Niagara Square, Room 502 City Hall
Buffalo, New York 14202**

OFFERORS ASSUME ALL RISKS FOR THE TIMELY AND PROPER DELIVERY OF SUBMITTED PROPOSALS.

The received time of proposals will be determined by the clock at the above noted location. **NO CONSIDERATION WILL BE GIVEN TO PROPOSALS RECEIVED AFTER THE STATED DATE AND TIME.**

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

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 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. Proposed 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.

<u>EVENT</u>	<u>DATE</u>
The major milestones on the project schedule are currently projected to be:	
Advertise RFP	March 9, 2017
Questions & Request for Information due	March 16, 2017
Responses Issued	March 22, 2017
Proposal due	April 7, 2017
Interviews if needed	TBD
Award Contract	May 15, 2017

3. Request for Proposals Review, Additional Information and Questions

Each Offeror is responsible for carefully examining this 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 this 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 of the provisions and requirements contained in this Request for Proposals.

For purposes of this solicitation, the City's designee shall be Susan Attridge, Recycling Coordinator. **Questions regarding the Request for Proposals shall be directed to the City's designee only.** 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 except at the mandatory pre-proposal conference.

All questions, requests for clarification or additional information must be sent by email to sattridge@city-buffalo.com and must be received no later than **March 16, 2017 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 except at the mandatory pre-proposal conference.

Questions received from all Offerors will be answered and shared with all Offerors via the City's website at www.city-buffalo.com. 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(es) 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.

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, amendments, and interpretations will be made in writing and posted on the City's website at www.city-buffalo.com. In addition, the City may mail or fax such changes to all who are known by the City to have received the Request for Proposals. 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, amendments, interpretations and/or modifications.

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

Any information supplied by the City relative to this Request for Proposals must be considered in preparing proposals. All other contacts that a Offeror may have had before or after receipt of this Request for Proposals 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 Request for Proposals should be disregarded in preparing responses.

5. Proposal Format

Offerors are advised to adhere to the submittal requirements of this Request for Proposals. Failure to comply with the instructions of this Request for Proposals may cause their proposal to be rejected. Offeror must provide information in the appropriate areas throughout this Request for Proposals. Submission of a Proposal in response to this Request for Proposals constitutes acceptance of all requirements outlined in this Request for Proposals.

Four (4) copies of the responsive proposals, including one (1) original and three (3) copies, must be prepared on 8" X 11" letter size paper, printed double-sided, and bound on the long side. One (1) CDROM or Flash Drive containing an Adobe Portable Document Format (PDF) version of all proposal materials must also be provided. Each page of the submission must be numbered in a manner so that it can be uniquely identified. Legibility, clarity and completeness are required.

The proposal must be signed by each individual Offeror or their authorized representative who shall have the authority to legally bind the Offeror(s). The proposal shall also contain a statement that the proposal, including all proposed prices, contained therein shall remain firm and unchanged for a period of ninety (90) days following the City's receipt of such proposal. In addition, Offeror must state whether it is willing to hold pricing beyond this period, and if so, for how long.

6. Required Content

a) 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 this Request for Proposals and their responsive proposal.

The cover letter must explain the Offeror's understanding of the City's intent and objectives as well as how Offeror proposes to achieve those objectives. It must discuss the Offeror's plan for implementing, effectuating and monitoring the described services, including any proposed approach to project management, strategies, tools and safeguards for ensuring performance of all required services, equipment installation and hook-up, software and firmware/hardware considerations, training and ongoing support, as well as any additional relevant factors for the City's consideration. The cover letter narrative shall be limited to ten (10) pages.

b) Company Profile

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

- i. Name, mailing address, email address, telephone number and fax number of the primary contact person for firm;
- ii. A brief description of firm, including the number of years in business, major markets served, company history, relevant operating segments, primary vision and strategy, number of employees, office locations and any Joint Venture Partners;
- iii. A copy of any resolution or some other form of authority, signed by a Chief Executive Officer, Corporate Secretary, or managing partners, which lists the specific officers who are authorized to execute agreements on behalf of the Offeror;
- iv. Financial statement demonstrating your firm's financial capacity to undertake and complete the project;

Each Offeror must provide a summary of their professional qualifications and the experience of all team personnel who will be assigned or 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. Curriculum vitae and corporate personnel profiles which describe their overall experience and expertise.

c) References

Each Offeror must provide references from at least five (5) customers, having an office location of comparable size or larger than the Buffalo City Hall, where their comparable services have been successfully implemented and have been in use for not less than one (1) year. References must identify supervisor and team personnel that worked at each location, schedule and project summary.

Descriptions should be limited to one page for each location. Experience will not be considered unless complete reference information is provided. At a minimum, the following information must be included for each client's reference:

- i. Client name, address, contact person name, telephone, and fax number;
- ii. Description of services provided similar to the services outlined in this Request for Proposals;
- iii. Identify services, if any, that were subcontracted, and to what other company(ies);
- iv. Total dollar value of the contract;
- v. 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.

7. *City's Reservations of Rights*

Upon submission of an offer in response to this Request for Proposals, each Offeror acknowledges and consents to the following conditions relative to the submission, review and consideration of its' proposal:

- 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 a 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 public disclosure.
7. The City may request that Offerors personally attend or send representatives to the City for interviews and a demonstration of Offeror's proposed services.
8. Any and all proposals in response to this Request for Proposals that are not received by the Department of Public Works, Parks and Streets by 11:00 a.m. on April 7, 2017 may be rejected and not subject to consideration at the City's sole discretion.
9. Neither the City, nor its officers, officials nor employees shall be liable for any claims or damages resulting from the solicitation, preparation or delivery of any proposal(s) submitted in response to this Request for Proposals.

The City reserves the unilateral right, in its sole discretion, to make determinations in the City's sole discretion and to accordingly 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 the submitted deadline for proposals 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 a proposal or proposals on the basis of considerations other than lowest cost and

to create a project of lesser or greater expense and scope and/or breadth than described in this Request for Proposals or the Offeror's proposal based on the component 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 interests exists that would affect or impair the award of any contract arising from this Request for Proposals to any 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 shall have the unilateral right to 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;
12. The City's intent is to enter into a contract with the successful bidder. This contract will reflect only the base bid completely, and may reduce project quantities based on funding available. The City reserves the right to adjust the quantities of work for the contract to match the funding available.

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

II. INTRODUCTION

The City of Buffalo is seeking proposals for companies (Contractors) to prepare a comprehensive Local Solid Waste Management Plan (LSWMP) that is in compliance with the New York State Department of Environmental Conservation. A one (1) year contract period is being sought with the potential for extension of the contract for one (1) additional consecutive one (1) year terms upon mutual consent.

Project Background

WASTE MANAGEMENT PROGRAMS

The City of Buffalo Department of Public Works, Park and Streets is responsible for solid waste management systems. The City of Buffalo has a population of almost 260,000 residents. The solid waste system services 133,444 housing units of which 63.5% are units in multi-unit structures.

Solid waste that requires disposal is processed at the city owned East Side Transfer Station located at 793 South Ogden Street, Buffalo, New York. The City contracts with Waste Management Inc. of NY to operate the facility and transport solid waste to the Waste Management landfill in Sardinia, New York.

Landfill disposal is an integral part of a solid waste system, but it is also the most costly. Recovery programs such as waste prevention, recycling, reuse and composting of organic material are more cost effective and sustainable than disposal.

The City of Buffalo has remained committed to increasing its recycling and recovery programs. The City of Buffalo switched to single stream curbside recycling in 2012 for all residential structures as well as commercial entities in the designated commercial districts. Overall the landfill diversion rate, waste that was reused, recycled or composted in 2015 was 26%. Our progress stems from continual additions to the recycling program such as textile recycling, increased yard waste collection and a strong educational component. Mayor Byron W. Brown has set an aggressive goal of 34% landfill diversion (reuse, reduce and recycling) to match the national average.

HIGHLIGHTS

- City of Buffalo contracts with Modern Recycling, Inc. to collect and process single stream curbside recyclables.
- City of Buffalo contracts with Lardon Construction to process yard waste collected by the Department of Streets and Sanitation.
- City of Buffalo operates an electronic waste collection facility located at 1120 Seneca Street, Buffalo, NY and contracts with Electronics Recyclers International, Inc. for pickup and disposal.
- In 2014, the City of Buffalo began accepting Universal Waste (fluorescent bulbs, ballasts, mercury and rechargeable batteries) from its residents for proper recycling and contracts with NLR, Inc. for pickup and disposal.

- The City of Buffalo sponsors two Household Hazardous Waste Collection events annually.
- The City of Buffalo sponsors community paper shredding events for the safe processing of confidential documents.

The City has a public/private partnership for its solid waste system. In addition to the private contracts listed above, the City of Buffalo Department of Streets and Sanitation is responsible for all waste pickup:

- Curbside collection of garbage
- Curbside collection of 2 large items per week
- Curbside collection of yard waste
- Bulk Trash pick-up (twice a year)
- Special events garbage and cardboard collection
- Community Paper Shredding Events
- Household Hazardous Waste events
- Saturday E-Waste Collections
- After Holiday Recycling Event—Christmas trees, Christmas lights, E-Waste and used clothing
- Rain barrel/composter sale
- Clothing/Textile collection days

Past Solid Waste Management Plans

The City of Buffalo has an approved Comprehensive Recycling Analysis. The ten year plan was prepared by R&D Engineering, P.C. and approved on January 14, 1999. A draft Local Solid Waste Management Plan was prepared at the same time but was never approved by the New York State Department of Environmental Conservation.

III. SCOPE OF WORK

The following provides a general description of the primary tasks expected to be undertaken by the firm selected for this engagement. Responders need to expand on the general description, add tasks as they deem appropriate, and for each task included in the proposed scope of work, include the work product that will be prepared for submittal to the City of Buffalo. If maps are being prepared then their format needs to be noted in the response.

A LSWMP must contain a viable solution to the planning unit's (City of Buffalo) solid waste management needs. A LSWMP must:

1. Take into account the objectives of the State's solid waste management plan;
2. Provide for, or take into account, management of all solid waste

- within the planning unit; and
3. Embody sound principles of solid waste management, waste reduction, reuse, natural resources conservation, energy production, and employment creating opportunities.

At a minimum, the LSWMP updates will include:

Characterize the planning unit:

1. Characterize the solid waste stream to be managed;
2. Assess existing and alternate solid waste management programs and facilities;
3. Address comments and views expressed by concerned governmental, environmental, commercial and industrial interests, and the public on the waste reduction, recycling, reuse, and disposal alternatives;
4. Describe the management plan and systems to be implemented for each of the various waste streams;
5. Identify the parties with responsibility to implement each element of the plan and the steps which must be undertaken by each;
6. Set forth a timetable for implementing the plan;
7. Describe the participation in the preparation of the plan of each municipality which has chosen to participate in such preparation; and

In addition, the Offeror is expected to:

1. Collaborate with NYSDEC, the City and other involved agencies to present an acceptable plan for the future of solid waste management.
2. Provide estimates of the LSWMP components implementation costs.
3. Coordinate all meetings as necessary.
4. The City will directly print, duplicate, and bind documents for this project. Documents will be provided in agreed-upon format.
5. Establish a time frame for completion that is acceptable to NYSDEC.

This outline includes all elements of a LSWMP included in 6 NYCRR Subpart 360-15 and Section 360-1.9(f) and offers one potential guideline to follow for final document:

Planning Unit Description

Size, location, population

Planning Unit members

Seasonal variations and unique circumstances

Lists, maps or tables
Membership changes

Solid Waste Quantity and Types (including recyclables)

Construction & Demolition (C&D) Debris
Sewage Sludge Residuals

Current Recycling and Diversion Goals (including organics)

Existing Solid Waste Management Infrastructure

Organic Waste Diversion

Yard Waste
Sewage Co-Composting
Food Waste Recovery
Land Options for Increasing Organic Waste Diversion
Wood Recovery Programs

MSW Collection

Residential Collection
Commercial, Industrial, and Institutional Collection
Recycling Service

MSW Disposal Facilities

Transfer stations
Incinerators and Landfills

MSW Recycling Facilities

Composting Facilities

Existing Program Description

Existing efforts to recover recyclables
Markets for recovered recyclables

Permitted Facilities

Alternatives Analysis

Source Reduction
Pay-as-you-Throw (Unit Based Pricing)

Future Planning Unit Projections and Solid Waste Changes

Table of Solid Waste Projections
Anticipated changes to the Local Planning Unit
Anticipated changes to the waste stream in the Local Planning Unit
Alternative Technology Evaluation

General Overview of Disposal Technology Options Available
Alternative Programs for Recyclables, Organics

Implementation Schedule/Solid Waste Management Program Strategies

Selection of an Integrated Solid Waste Management System
Program Strategies to Increase Recyclables Recovery
Program Strategies to Increase Organics Recovery

Public Comment Summary

Public Education Elements
Steps and dates for public input

Role of the Private Sector

Plans for LSWMP Distribution

Resolution Adopting the updated LSWMP

Complete SEQR Requirements

IV. PROPOSAL FEE STRUCTURE

Each Offeror shall provide a detailed list of all costs related to the preparation of the City of Buffalo Local Solid Waste Management Plan (LSWMP). Any optional components or features recommended by the Offeror must be separately referenced and include any and all costs attributed to such features.

Each proposal shall include a delineation of all costs attributed to the preparation of the LSWMP and shall at a minimum contain the following information:

- a). Costs for professional services
 - (i). Proposals shall identify any sub-contractors
- b). Administrative costs, including travel
- c). Any other related costs
- d). Timeline for completion

V. EVALUATION AND SELECTION PROCESS

The process for selecting a successful Offeror for this Request for Proposals will be an open and competitive process. The professional services sought herein require skill and expertise and are not subject to New York State's 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 whose proposal it deems to be in the best interests of the City taxpayers. The City is under no obligation to award any contract in whole or in part, and it reserves the right, in the City's 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.

Evaluation Process

All proposals received in response to this Request for Proposals will be reviewed by an evaluation committee consisting of representatives from the Department of Public Works Parks & Streets, and such other City personnel as City may in City's sole discretion include.

The evaluation criteria that the committee will utilize will consider, but may not be limited to, the following factors:

Selection Criteria will be based on:

1. Compliance with Request for Proposals requirements;
2. Demonstrative experience and ability to fulfill the requirements contained in the Request for Proposals;
3. Qualifications and resumes of team personnel, including sub-contractors;
4. Staff availability to perform tasks, including experience and ability to have a fixed number of staff dedicated to provide services;
5. Proposed plan and methodology to achieve desired results;
6. Estimated time frame for project completion;
7. Proposed cost;
8. References and other factors which the City considers relevant.

The relative weight that will be applied to the evaluation of the proposals shall be thirty (30) percent for cost and seventy (70) percent for technical and other components.

Proposals which are incomplete and missing key components necessary to fully evaluate the proposal may, at the sole discretion of the committee, 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.

VI. GENERAL TERMS/REQUIREMENTS

1. Contract Award

The successful Offeror may be awarded an initial one (1) year contract, with the potential for extension of the contract for one (1) additional one (1) years terms upon

mutual consent. The City reserves the right to exercise such renewals within five (5) years from the date of the initial completion and acceptance by the City.

All renewals shall be in writing and are intended to allow for the City's exercise of its discretion to further contract with the successful Offeror to provide those services for specific objectives and all related equipment and installation, including but not limited to, additional services or components that were solicited in this Request for Proposals and contained in the successful Offeror's proposal in phases capable of being implemented at a future date and time. Such renewals may allow for additional services not contemplated in this Request for Proposal as determined by the Offeror and the City of Buffalo

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

2. Indemnification/Hold Harmless

In any contract (and in connection with all activity and liability associated with the contract work) arising from this Request for Proposals, 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, arising in connection with the successful Offerors work and/or otherwise resulting from the negligence or carelessness, active or passive, of the successful Offeror, its employees, agents and/or subcontractors, in the performance of any work 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 in connection with the successful Offeror's work and/or otherwise resulting from the negligence or carelessness, actions or passive, of the successful Offeror, its employees, agents and/or subcontractors in the performance of their work under 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 is furnished to the satisfaction of the City.

3. Insurance Coverage Requirements

The City of Buffalo requires insurance coverage as listed below for the solicited services and related work. Note: The term "Offeror" shall also include the successful Offeror(s), their respective agents, representatives, employees and/or subcontractors; and the term "City of Buffalo" (hereinafter called the "City") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions. The insurance required shall be written for not less than the scope and for at least the 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. Offerors are encouraged to submit information with proposals indicating insurance coverages in excess of the minimum required if such Offerors typically carry such coverage.

Minimum Scope and Limits of Insurance

3.1 Worker's Compensation Insurance and Disability Insurance:

With respect to all operations the successful Offeror performs, it shall carry Worker's Compensation Insurance and Disability Insurance in accordance with the requirements of the laws of the State of New York. Evidence of Worker's Compensation Insurance and Disability Insurance must be provided on the New York State approved form. The Acord form is not acceptable as evidence of these insurance coverages. Each certificate of insurance evidencing such coverages shall be submitted by the Offeror and must name the City of Buffalo as certificate holder.

3.2 Commercial General Liability Insurance:

With respect to all operations the successful Offeror performs, it shall carry Commercial General Liability insurance providing for a total limit of not less than one million dollars (\$1,000,000) per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification provided under the awarded contract. 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. The City of Buffalo must also be named as additional insured and certificate holder under any excess/umbrella policies.

3.3 Commercial Automobile Liability Insurance:

With respect to any owned, non-owned, and/or hired vehicles the successful Offeror shall carry Automobile Liability insurance providing not less than one million dollars (\$1,000,000) per accident/occurrence for bodily injury and property damage. A certificate of insurance evidencing such coverage shall be submitted by the successful Offeror and must name the City of Buffalo as additional insured and certificate holder.

3.4 Professional Liability Insurance

With respect to any damage caused by an error, omission or any negligent acts of the successful Offeror performed under the awarded contract, the successful Offeror shall carry Professional Liability insurance providing not less than 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 successful Offeror and must name the City of Buffalo as certificate holder.

3.5 “Tail” Coverage:

If any of the required liability insurance is on a “claims made” basis “tail” coverage will be required at the completion of the awarded contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Offeror shall furnish certification of “tail” coverage as described or continuous “claims made” liability coverage for 24 months following Contract completion. Continuous “claims made” coverage will be acceptable in lieu of “tail” coverage provided its retroactive date is on or before the effective date of the pertinent Contract. If continuous “claims made” coverage is used, Offeror shall be required to keep the coverage in effect for the duration of not less than 24 months from the end of the Contract.

3.6 Acceptability of Insurers:

All of the successful Offeror’s insurance policies shall be written by insurance companies admitted in the State of New York and authorized to do business in the State of New York or otherwise acceptable to the City’s Comptroller and the Corporation Counsel in their sole respective discretion.

3.7 Subcontractors:

The successful Offeror shall require subcontractors to provide the same “minimum scope and limits of insurance” as required herein, as is applicable to the work performed by the subcontractor. All such insurance coverage shall be evidenced by certificates of insurance to be provided to the Corporation Counsel’s office and must be acceptable to the Corporation Counsel in his sole discretion.

3.8 Aggregate Limits:

Any aggregate limits must be declared to and approved by the City. It is agreed that the successful Offeror shall notify the City when fifty percent (50%) of the aggregate limits are eroded during the contract term or tail period. If the aggregate limit is eroded for the full limit, the successful 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 successful Offeror. Deductibles and Self-Insured Retentions: Any deductible or self-insured retentions must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the successful Offeror to indemnify and pay for.

3.9 Notice of Cancellation or Nonrenewal:

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

3.10 Waiver of Governmental Immunity:

Unless requested otherwise by the City, the successful 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.

3.11 Certificates of Insurance:

As evidence of the insurance coverage required for any contract arising out of this Request for Proposals, the successful Offeror shall furnish certificate(s) of insurance to the Buildings Division of the City of Buffalo's Department of Public Works, Parks and Streets prior to the award of the contract and prior to the successful 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 sent to the contact below City of Buffalo's Department of Public Works, Parks and Streets thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance documents required should be mailed to:

Susan Attridge, Recycling Coordinator
City of Buffalo Department of Public Works, Parks & Streets
502 City Hall
Buffalo, New York 14202

4. *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 and/or sexual orientation preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

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 and/or sexual orientation 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 of the Buffalo City Code and Ordinances.

5. Americans with Disabilities Act Compliance Provisions

Any Offeror(s) awarded a contract pursuant to this 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 a contract awarded, the 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. General Compliance

The successful Offeror agrees to comply with all applicable Federal, State and local laws and regulations governing the services to solicited under this Request for Proposals.

7. Independent Contractor

Nothing contained in the awarded contract shall be intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The successful Offeror shall at all times remain an independent contractor with respect to the services to be performed under the awarded contract. Any and all employees of the successful Offeror or other persons engaged in the performance of any work or services required by the successful Offeror under the awarded contract shall be considered employees or sub-vendors of the successful Offeror only and not of the City; and any and all claims that might arise, including Workers' Compensation claims under the Workers' Compensation Law 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 the successful Offeror.

8. Accounting Standards

The successful Offeror 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 awarded contract.

9. Retention of Records

The successful Offeror shall retain all records pertaining to any and all matters related to the services described in this Request for Proposals and any contract arising therefrom for a period of three (3) years following the date of expiration or termination of the awarded contract.

10. Inspection of Records

All records with respect to any matters covered by this Request for Proposals and any contract arising therefrom 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. This section shall survive the expiration or termination of any contract arising from this solicitation. The successful Offeror agrees that said records shall be maintained for not less than three (3) years following the date of expiration or termination of the contract.

11. Living Wage Policy

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

12. Applicable Law

The laws of the State of New York shall govern all interpretations of any contract awarded, including all related and ancillary contracts, and/or subcontractors and/or software license agreements and/or maintenance agreements arising from this Request for Proposals, and the appropriate venue and jurisdiction for any litigation (including, but not limited to all meetings, arbitrations, dispute resolution, depositions, motions and/or trials) which may arise thereunder shall be in the courts located within the County of Erie, State of New York, regardless of the place of business, residence or incorporation of the other party. Each party agrees that all claims and matters shall be heard and determined in any such court and each party waives any right to object to such filing based on venue, forum non-conveniens, or similar grounds. No such actions shall be commenced or maintained against the City unless the contractor shall, not less than sixty (60) days before the commencement or filing of such action(s), submit to the City via certified mail to the

address for notices contained herein, an informal complaint specifically detailing each and every perceived allegation or grievance and that the City shall be afforded a reasonable amount of time within which to resolve any such claims.

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.

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 be upon arrival at City Hall the property of the City. The City may use, extend, or enlarge any document produced under the awarded contract without the consent, permission of, or further compensation to, the successful Offeror.

15. Termination

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

The City shall pay the successful Offeror all compensation earned prior to the date of termination less any damages and costs incurred by the City.

Notwithstanding the above, the successful Offeror shall not be relieved of liability to the City for damages sustained by the City which are to be addressed under the successful Offeror's indemnity of the City and/or covered by the successful Offeror's insurance. The City may, in such event, withhold payments due to the successful 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 successful Offeror, from asserting any other right or remedy allowed by law, equity, or by statute.

16. Prime Contractor Responsibility

All sub-contractors will be subject to prior written approval by the City. Prior to contract execution, the successful Offeror 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 shall itself be solely responsible for the performance of all work set forth in any contract resulting from this Request for Proposals and for compliance with the price and other terms provided in the

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

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

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 possible but not ensured 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.

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.

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.

20. 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 actually appropriated and available. Neither the full faith and credit nor the taxing powers of the City of Buffalo are pledged to the payment of any amount due or to become due under such contract. It is understood that neither the awarded contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purposes of the contract.

21. Copyright and Patent Rights

The successful Offeror must warrant that there are no existing claims of violation against Offeror 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 system, software and/or hardware provided by the Offeror violated any copyright or patent rights.

22. Confidentiality

Offerors understand and agree that all records and information obtained either directly or indirectly by reason of this Request for Proposals and the proposed work to be performed thereto, involve both the physical and technical security of the Buffalo City Hall. To that end, all Offerors shall execute and return with their proposals a duly executed copy of the Confidentiality and Non-Disclosure Agreement that has been attached to this Request for Proposals. Furthermore, Offerors agree that they shall not sell, divulge, disclose or communicate in any manner whatsoever to any third party, without the prior written consent of the City, any information obtained directly from the City throughout the course of this procurement process or any contract process or work arising therefrom. Contractor agrees to comply with all applicable Federal and State laws and regulations governing the use and rights of access to City records and information. These provisions shall remain in full force and effect for an indefinite period even after the termination of the contract.

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. Further, marking a portion of the proposal "CONFIDENTIAL" is no assurance that the City will not be directed to nonetheless release the information/documentation so marked. THE CITY OF BUFFALO DOES NOT ASSUME ANY RESPONSIBILITY WHATSOEVER TO ANY OFFEROR IN THE DISCLOSURE OF RECORDS PURSUANT TO THE FREEDOM OF INFORMATION LAW, COURT ORDER, OR ANY OTHER METHOD OF DISCLOSURE PROVIDED FOR UNDER THE LAW.

**CITY OF BUFFALO
DEPARTMENT OF PUBLIC WORK, PARKS AND STREETS
65 NIAGARA SQUARE, ROOM 502 CITY HALL
BUFFALO, NEW YORK 14202**

REGULATIONS

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

1. METHOD OF TENDERING PROPOSALS.

(A) ALL OFFERORS 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 proposal sheet or on a separate sheet of paper, and only those deviations or minor variations contemplated or permitted thereby will be considered.

(B) No person, co-partnership, or corporation, shall submit more than one proposal, either directly or by agent. Each Offeror 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.

(C) All Offerors must submit with their proposal a statement indicating that they will work toward a minority workforce goal of 25%, and woman workforce goal of 5%. In addition, a statement must be submitted indicating that the Offeror will work toward a business utilization goal for minority business enterprise of 25% and woman business enterprise of 5%. A Good Faith Efforts form is enclosed along with an application for waiver.

Form EEO-2 is enclosed along with the Living Wage Statement. Both must be completed and returned with your proposal. All proposals not containing the completed forms shall be rejected.

2. QUALIFICATIONS FOR OFFEROR.

Ordinarily, proposals are not considered from Offerors on supplies, material or equipment, if the Offeror 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 Commissioner of Public Works, Parks and Streets reserves the right to accept or reject such proposals in the best interest of the City. No proposal shall be accepted from any person or corporation that is in arrears to the City upon any debt or contract.

3. PAYMENT.

Monthly payments for services called for herein shall be made within sixty (60) days after approval of a properly submitted invoice to:

Steven J. Stepniak, Commissioner
Attn: Susan Attridge
City of Buffalo Department of Public Works, Parks & Streets
502 City Hall
Buffalo, New York 14202

4. PATENT INFRINGEMENT.

In addition to the warranty set forth in Section 21 of Article VII of this Request for Proposals, the contractor shall agree to 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 any of them, for, or on account of, the infringement, or alleged infringement, of any patent or patent rights upon or pertaining to any of the articles described herein or work performed and/or services and/or systems supplied under the awarded contract.

5. GENERAL.

(A) The Contractor shall not be allowed to take advantage of any errors or omissions. The Commissioner of Public Works, Parks and Streets reserves the right to reject any and all proposals on any or all items in the proposal and to waive any informality. In case of error, unit price governs.

(B) Should there be any question concerning these specifications, or the intent of these specifications, the prospective Offeror shall submit their questions to Susan Attridge, Department of Public Works, Parks and Streets ONLY.

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

(D) The City reserves the right to reject any or all proposals.

6. 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.

7. TITLE.

Contractor must transfer, or otherwise supply for use good and incontrovertible title to all equipment and systems furnished hereunder free and clear of all liens and encumbrances of whatever name and nature.

8. ASSIGNMENT AND SUBCONTRACTING

Pursuant to Article 22 of the City Charter, no contractor awarded a contract pursuant to a Request for Proposals shall assign or subcontract all or any part of such contract to any person, firm or corporation by whom a proposal was submitted to the City for the same contract.

For purposes of any contract arising from this Request for Proposals process, no contractor shall assign, subcontract, transfer or otherwise dispose of the contract, or any part thereof, or any right, title or interest thereunder without prior written consent of the City, which consent shall be withheld, conditioned and/or given in the sole discretion of the City. Otherwise, any such purported action shall be null and void.

9. NATIONALLY KNOWN CORPORATIONS.

The Commissioner of Public Works, Parks and Streets reserves the right to determine which corporations, companies and or other entities are to be designated as nationally known, and his/her decision will be final.

10. DELIVERY DATE, PENALTIES AND EXTENSIONS OF TIME.

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

If the contractor and/or supplier fails to complete the awarded 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 awarded contract by reason of the City's

election not to terminate the right of the contractor and/or supplier to proceed with the completion of the contract, the contractor and/or supplier and their surety shall be liable for and shall pay or allow to the City a sum equal to one percent (1%) of the total amount of the awarded contract per day as fixed and agreed liquidated damages for each and every calendar day, Sundays and holidays are also included, after the date fixed for delivery during which time the awarded 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 the awarded contract shall be granted unless the contractor and/or supplier shall make written application to the Commissioner of Public Works Parks and Streets no later than five (5) calendar days prior to the specified delivery date for an extension of time to complete delivery and the Commissioner of Public Works Parks and Streets 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 Commissioner of Public Works Parks and Streets.

11. NON-COLLUSIVE BIDDING 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.

No proposal shall be considered for an award nor will any award be made to a 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 therefor. In such event the proposal 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 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.

12. SECTION 220-E, Labor Law.

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

Every contract for or on behalf of the state or a municipality for the construction, alteration or repair of any public building or public work or for the manufacture, sale or

distribution of materials, equipment or supplies shall contain provisions by which the contractor with the state or municipality agrees:

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

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

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

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

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

13. INQUIRIES

Pursuant to Article IX of New York State Finance Law §139-j, no Offeror shall engage in any impermissible contact with the governmental entity during the “restricted period” for this Request for Proposals. Contact shall include any oral, written or electronic communication with the governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the governmental entity’s 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 email ONLY) with the person/s identified below, may result in a Offeror’s immediate disqualification. Offeror will be required to submit a Contract Certification Statement if awarded a contract.

All inquiries during the question and answer period only should be directed via e-mail only to: Susan Attridge, Recycling Coordinator, Department of Public Work, Parks and Streets: Sattridge@city-buffalo.com by no later than March 16, 2017. .

The subject line must identify the Request for Proposals by title.

NON-COLLUSION BIDDING/PROPOSAL 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 or offeror and each person signing on behalf of any bidder or offeror certifies, and in the case of a joint bid or joint proposal 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 or 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 bidder or offeror or with any competitor;
- (2) (Unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder or offeror and will not knowingly be disclosed by the bidder or offeror prior to opening, directly or indirectly, to any other bidder or offeror or to any competitor; and

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

Dated: _____

Name:
Title:

State of New York)
County of Erie) ss

On _____ day of _____ in the year _____, before me the undersigned, personally appeared _____, 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 he/she acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



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. For 2017, the rate is \$11.64 if the worker receives health benefits from the employer and \$13.07 if the employee does not. There is an automatic cost-of-living adjustment to the rate each January 1.

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

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

1. Company Information

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

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

3. Contract Information

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

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

A) Are <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. List 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:

Last revised 12/8/16

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.

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