



CITY OF BUFFALO
NEW YORK

Department of Administration, Finance and Urban Affairs
Division of Purchase
65 Niagara Square, Room 1901 City Hall
Buffalo, NY 14202
Phone (716) 851-5222, Fax (716) 851-5231

**REQUEST FOR PROPOSALS
FOR BUFFALO POLICE AND FIRE DEPARTMENTS**

**PROPOSAL #1 FOR
INJURED ON DUTY (IOD)
MEDICAL CONSULTANT**

AND/OR

**PROPOSAL #2
INJURED ON DUTY
207-a AND 207-c CASE MANAGEMENT**

DATE ISSUED: April 20, 2017

**Question submission deadline: April 27, 2017 by 4:00pm
VIA EMAIL TO DFABIAN@CITY-BUFFALO.COM**

Answers posted to City of Buffalo website (www.city-buffalo.com): May 4, 2017

**PRE-PROPOSAL CONFERENCE: May 11, 2017 at 11:00am
AT DIVISION OF PURCHASE, 65 NIAGARA SQUARE,
ROOM 1901 CITY HALL BUFFALO, NY 14202**

PROPOSAL SUBMISSION DATE: May 25, 2017 at 11:00am

SECTION 1- INTRODUCTION AND SCOPE OF PROPOSAL

1.1 Introduction

The City of Buffalo is developing a centralized employee health and wellness program to assist Injured on Duty (IOD) police officers and firefighters , including retired police officers and firefighters (retirees) that were injured on duty (hereinafter referred to as employees) in obtaining prompt and necessary medical treatment and follow up services. In furtherance of this objective the City is seeking proposals from qualified Offerors to provide immediate medical attention to all injured on duty employees, including retired officers and firefighters (retirees) with the objective of safely returning them to work or maintaining them with proper and necessary medical treatment and follow up services.

The City is seeking proposals from qualified Offerors with experience in medically managing care for “occupational athletes”. The City is also seeking proposals from qualified Offerors to provide services as an IOD employee health and wellness medical consultant and/or case management services pursuant to General Municipal Law (GML) Sections 207-a and 207-c.

Proposals will be accepted for both services combined or by separate vendors for each separate component.

SECTION 2- INSTRUCTIONS TO OFFERORS

2.1 General Invitation

The City invites all interested parties to submit proposals for the services described herein. For purposes of this RFP, the City’s designee shall be Douglas Fabian, Director of Personnel from the Department of Human Resources for the City of Buffalo.

The Division of Purchase will receive all proposals in person or via mail by no later than **May 25, 2017 at 11:00 am EST**. All proposals shall be sealed and clearly labeled on the front of the package with Proposal Enclosed and delivered to:

**City of Buffalo
Gladys Herndon-Hill, Commissioner
Purchasing Division
65 Niagara Square, Room 1901 City Hall
Buffalo, New York 14202**

PLEASE INDICATE IF YOU ARE SUBMITTING A RESPONSE FOR PROPOSAL #1 AND/OR PROPOSAL #2 ON THE FRONT OF YOUR ENVELOPE/CARTON.

PROPOSAL #1

INJURED ON DUTY (IOD) MEDICAL CONSULTANT

PROPOSAL #2

INJURED ON DUTY 207-a AND 207-c CASE MANAGEMENT

If a responding vendor is submitting for one component only, then the submission should indicate on the COVER page of submission packet as follows;

PROPOSAL #1- INJURED ON DUTY (IOD) MEDICAL CONSULTANT-ONLY

Or

PROPOSAL #2-INJURED ON DUTY 207A AND 207C CASE MANAGEMENT - ONLY

Submissions for only one component should also specify and explain how their proposed services will coordinate with the provider of the other component.

2.2 Schedule

Listed below is the anticipated schedule for all actions related to this RFP. In the event that there is any change or deviation from this schedule, such change will be posted on the City's website at www.city-buffalo.com. All interested responders are strongly advised to attend a pre-proposal conference on May 25, 2017, at 11:00am, at 65 Niagara Square, Room 1901 City Hall, Buffalo, New York 14202. The purpose of this conference will be to clarify any points in the RFP, which may not have been clearly understood. Questions must be forwarded to dfabian@city-buffalo.com, in writing, by 4:00pm, April 27, 2017 to ensure that sufficient analysis occurs before an answer is supplied. The subject line must identify the RFP by title. The pre-proposal conference is for informational purposes only. Representatives may not appear on behalf of more than one company.

EVENT

Issuance of RFP

Written Questions from Offerors due

Responses to Questions posted on City website

Pre-Proposal Conference 11:00 AM

Proposals Due by 11:00 AM

DATE

April 20, 2017

April 27, 2017

May 4, 2017

May 11, 2017

May 25, 2017

2.3 Quote for Services and Invoicing

Pursuant to the Pricing Sheet attached to this RFP, Offerors may quote their services in any of four ways:

- Option A:** Quote an annual fee for which you will perform all of the services outlined herein.
- Option B:** Quote a flat annual fee per file for all services.
- Option C:** Quote a schedule of fees per task.
- Option D:** Quote a schedule for an annual flat fee for all services and fee for/per service.

For any quote option selected, please provide the fee schedule differentiations, for treatment or services rendered by a doctor, nurse, nurse practitioner, or physician assistant

The Contractor shall, at the end of each month of the contract period send to the Commissioner of Human Resources, an invoice signed by the Contractor, equal to 1/12 (one twelfth) of the annual flat fee.

Proposals not containing the attached Pricing Sheet will not be considered for award.

2.4 RFP Review, Additional Information and Questions

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

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

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

All questions, requests for clarification or additional information must be sent by email to **dfabian@city-buffalo.com, in writing**, and must be received no later than **4:00pm, April 27, 2017**. Offerors shall not communicate with the City's designee via any other method or outside of the time period set forth herein.

Questions received from all Offerors will be answered and shared with all Offerors via the City's website at www.city-buffalo.com. No other representatives of the City are to be contacted regarding this RFP. The City accepts no responsibility for, and the Offeror agrees not to rely upon, any verbal or written statements or representations from any other person, whether or not employed by the City.

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

2.5 Addendums and Modifications

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

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

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

2.6 Proposal Format

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

All proposers must tender their proposals with the following specifications:

Five (5) copies of the proposal, one (1) original and four (4) copies, along with one (1) digital copy (CD or Flash Drive) must be provided. Proposals must be prepared on 8" X 11" letter size paper, using a font no smaller than 11-point with one-inch margins, printed

double-sided, and bound on the long side. 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 narrative response portion of the proposal is limited to ten (10) double-spaced pages.

The proposal must be signed by each individual Offeror or their authorized representative who shall have the authority to legally bind the Offeror(s). The proposal shall also contain a statement that the proposal, including all proposed prices, contained therein shall remain firm and irrevocable for a period of sixty (60) days following the City's receipt of such proposal and the award of the contract.

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

SECTION 3 - REQUIRED CONTENT

3.1 Company Background

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

1. Name, mailing address, email address, telephone number and fax number of the primary contact person for 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. 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;
4. Financial details demonstrating your firm's financial capacity to undertake and complete the services solicited herein;
5. Each Offeror must provide references from at least three (3) current customers or other governmental entities where Offeror has provided similar services for a minimum of three (3) years. At a minimum, the following information must be included for each client's reference:

- a. Client name, address, contact person name, telephone, and fax number;
- b. Description of contract, provided that they are similar to the services outlined in this Request for Proposals;
- c. Total dollar value of the contract;
- d. Contract term (start and expiration).

Each Offeror must provide a summary of their professional qualifications and the experience of all team personnel who will be dedicated to the services described in this Request for Proposals. For each person identified, describe the following information:

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

3.2 Cover Letter

1. Each Offeror or their authorized representative shall prepare and sign a cover letter. Submission of the letter shall constitute a representation by the Offeror that it is willing and able to perform the services described in this Request for Proposals and their proposal.
2. The cover letter must explain that the Offeror understands the City's intent, and objectives, and how the Offeror proposes to achieve those objectives. It must also describe, in sufficient detail, the Offeror's plan for implementing the described services, including any proposed approach to project management, strategies, and any additional factors that may be beneficial to the City in achieving its goals.

SECTION 4 - SCOPE OF PROPOSALS

SPECIFICATIONS FOR PROPOSAL #1

A. INJURED ON DUTY (IOD) MEDICAL CONSULTANT

The Medical Consultant will work closely with the City of Buffalo's Commissioner of Human Resources, Commissioners of Police and Fire, Director of Compensation and Benefits, Director of Employee Relations and staff of the City of Buffalo. The Medical Consultant must have intimate knowledge of the National Fire Protection Association (NFPA) Standards, fire fighter duties, Buffalo Fire Department (BFD) Policies; Buffalo police officer duties, Buffalo Police Department (BPD) policies, General Municipal Law sections 207-a and 207-c, and Mandatory Retirement Ordinance (MRO) duties and responsibilities.

The successful Offeror shall have qualified and experienced Medical Doctors or staff in either: Sports Medicine, Orthopedic Medicine, and General Medicine or Occupational health. The Offeror should be staffed with Registered Nurses, Nurse Practitioners and/or Physician's Assistants or equivalent. The objective is to serve the BFD and the BPD with individualized services while reducing common injuries through prevention recommendations. The MD, Registered Nurses, Nurse Practitioners and/or Physician's Assistants will develop a working relationship with patient/injured employee and City of Buffalo representatives in order to ensure that the best possible treatment and efforts are utilized in assisting injured employees.

I. SERVICES INCLUDED IN PROPOSAL

The Medical Consultant will manage the following aspects of the BFD and BPD employee health and wellness services:

1. Participate in the IOD process and assist the City in further development and improvement of its IOD processes, where necessary.
2. Participate in IOD claims review, including recommendations regarding treatment approvals and capacity to work. Hold weekly meetings with the City of Buffalo, BFD and BPD designee(s) at their respective Offices/Headquarters. Frequency of meetings may be adjusted upon mutual agreement of the parties in writing.
3. Fitness for Duty Programs – after appropriate medical examination and/or chart review, make recommendations to the Commissioners of Police and Fire regarding light duty restrictions.

4. Function as a liaison between the City of Buffalo, BFD, BPD and third party administrator (TPA) for claims management on health and safety related medical issues.
6. Provide 24/7 emergency medical treatment as required with follow up return to work clearance if appropriate, or conferring and coordinating with City of Buffalo Human Resources staff and Third Party Administrator (TPA) about additional treatment.
7. When necessary, coordinate independent medical examinations (“IMEs”) for City of Buffalo BFD and BPD employees currently categorized as chronic IOD cases to determine return to work status.
8. When necessary, provide testimony at hearings and review boards regarding Doctor’s findings and conclusions (“Hearing Testimony”).
9. Have a Centralized database to include intake, follow up, and case management. If this is not available, access to the TPA’s software will be provided to the physician group selected. However, electronic medical records are the preferred method for document review.

II. PROPOSAL REQUIREMENTS

Offerors must document/respond to the following:

1. Submit a proposed flat fee for service and/ or a fee schedule for additional services, e.g., return to work physicals, new employee physicals etc. See enclosed pricing sheet, must be completed and returned.
2. Identify the person(s) who will be responsible for the administration of this program(s) and provide resume(s).
3. Will you have staff dedicated solely to City of Buffalo employees?
4. Please provide a timetable for the transition and implementation of this program.
5. Describe your strategy for the transition period and identify the person(s) who will be facilitating the transition.
6. Please describe the course of action for examining injured employees, including:
 - a) Location of employee visits.
 - b) Identify whether employees will be seen by a Doctor, Nurse Practitioner, Physician Assistant, etc., also provide the fee schedule differentiations, if any, for treatment or services rendered by a Doctor, Nurse Practitioner, or Physician Assistant.
 - c) Office/service hours.

7. Provide number of employee's you will be able to see in one day
8. Please provide the total number of employees currently employed at your facility. For each employee please provide their title, resume, and identify whether they are full or part time.
9. Provide in detail, return to work and sick leave protocol and processes that will be utilized.
10. Please describe how you will ensure consistent delivery of high quality services. Describe any systems, programs, procedures, resources, protocols you have in place to achieve this.
11. Describe any specialized services you provide for Injured on Duty employees
12. Do you provide automated, interactive telephone services? If so, describe the scope of this service and hours of availability.

III. AGREEMENT PERIOD

The agreement period shall be from the date of formal contract execution until the end of the fiscal year (June 30, 2018) so that renewals thereof or extensions thereto will coincide with the City of Buffalo's Fiscal Year. Subsequently, the agreement may be extended upon mutual agreement of the parties, for an additional four (4), one (1) year periods with an inception date of July 1st and an expiration date of June 30th. However any extension of this agreement must be in writing, and the only condition that shall be permitted to be altered or changed in any extension is the sum to be paid the contractor and the method of computing same if the parties subsequently agree that a flat fee is no longer advisable. The City of Buffalo reserves the right to cancel any agreement or contract entered into pursuant to or arising from this Request for Proposal with or without cause upon thirty (30) days written notice to the Contractor.

SPECIFICATIONS FOR PROPOSAL #2

A. INJURED-ON-DUTY CASE MANAGEMENT

I. SERVICES INCLUDED IN PROPOSAL

1. Prepare from data to be furnished by the City of Buffalo, for filing with proper public authorities, any applications, notices, public reports, etc. (except financial statements) which may be required of the City of Buffalo.

2. Provide all forms necessary for reporting injuries and illnesses, doctors' reports and invoices, claim administration, coordination of benefits, and fiscal reports to the City.
3. Provide information to the City regarding changes and/or proposed changes in legislation, rules and regulations pertaining to the City's responsibilities as it relates to General Municipal Law sections 207-a and 207-c and, to the extent necessary, assist the City in complying with such rules, regulations, and requirements.
4. Meet periodically with City representatives to review the progress of the program to identify and resolve problem areas.

B. CLAIMS ADMINISTRATION

1. Coordinate all work and projects with the City of Buffalo's Commissioner of Human Resources, Director of Compensation and Benefits, Director of Employee Relations and designee from the BFD for IOD and designee from BPD for IOD.
2. Work with the City of Buffalo's Department of Law, staff from the City of Buffalo Department of Human Resources and designee(s) from the BFD and designee(s) from the BPD to identify long term IOD cases, and where it is deemed appropriate, formulate strategies to remove the employee from service by application to the New York State Disability Retirement System or through other potential legal options.
3. Provide a central electronic database with ability and resources for centralized electronic claims entry with fully secured 24 hour on line web access for authorized City personnel to allow work in a substantially paperless environment
4. Promptly examine and investigate all reports of accidents and/or illnesses submitted to it by the City, and process all claims in accordance with requirements of the General Municipal Law Sections 207-a and 207-c.
5. In accordance with the General Municipal Law, and working with City of Buffalo department of Human Resources and department of Compensation and Benefits staff, and the TPA for Workers Compensation (WC) and IOD, review questionable claims for approval.
6. Authorize or refer for examination an employee by specialists where there is a question of causal relationship, causally related disability and degree, etc. Based on the results of such examinations, the Physician in conjunction with City representatives and the TPA shall determine eligibility for medical benefits and shall authorize payment of the same.
7. In accordance with medical advice and rehabilitation efforts regarding an employee, determine eligibility for temporary disability compensation.
8. In accordance with medical advice and rehabilitation efforts regarding an employee, determine eligibility for return to work in light duty assignments.

9. Based upon medical reports, determine the extent and degree of permanent disability.
10. The case manager shall assume control of and responsibility for all open and pending claims in existence on the effective date of the contract, as well as, all claims coming into existence during the life of the contract, and in both cases the case manager shall pursue all claims to their conclusion, but in no event shall the case manager be liable for administering any claims after the termination of the contract.

C. MEDICAL TREATMENT CONTROL

1. Monitor treatment programs for injured or ill employees, including the reviewing of all doctors' first reports of work related injuries or illnesses.
2. Maintain close liaison with treating physicians, TPA and City of Buffalo staff.
3. Provide guidance in the evaluation of physical capacity of injured or ill employees to return to work.

D. EMPLOYEE SERVICE

1. Coordinate with the City of Buffalo's Director of Employee Relations, BFD, BPD and injured or ill employees, and other agencies to provide rehabilitation, retraining or reassignment of employees with physical or performance limitations arising out of work-related disability.
2. Where there are a large number of employees afflicted with the same injury, the consultant may at the discretion of the City, consult with that employee group in an effort to address any issues potentially causing such injuries.

E. REPORTS

1. Provide claims and status reports, in electronic format to the Commissioner of Human Resources, Commissioners of Fire and Police or their designees, Director of Employee Relations or his designee, the TPA and/or designated benefits personnel upon request.

F. CLAIMS:

For each claim the case manager shall document the following information:

1. Claim number
2. Date of claim
3. Claimant's name

4. Claim status, (i.e., open, closed, open and under appeal, etc.)
5. Payments for hospital and medical services, rehabilitation, etc.
6. Estimate of reserves required for future payments
7. Cause of Claim
8. Department in which claimant worked when injured

The information listed above, shall be maintained by the case manager in an electronic database and all such information shall be submitted to the Department of Human Resources. The Department of Human Resources, as it deems necessary, will forward all relevant information to the appropriate departments.

For every claim, the case manager shall provide a summary of all information in Part (E), for the quarterly reporting period, and the fiscal year. A narration appendix shall be attached to the report and shall include comment on special problems, the status of unusual claims, and suggestions from the Claim Adjuster's on how to reduce claims frequency and severity.

In addition to the above quarterly reports, the case manager shall provide a semi-annual report. This report shall be in a format, which will list claims by Department, rather than by date of occurrence. The purpose of this report is to identify loss cause (loss to employee due to injury), frequency and expense to the Department. This report will include sufficient information to achieve this goal.

G. MONTHLY MEETINGS

The case manager shall attend monthly meetings with the City of Buffalo Director of Employee Relations, designee(s) from the BFD for IOD, designee(s) from the BPD for IOD, and injured employee(s) if deemed necessary. Such monthly meetings shall take place at a designated City office and the purpose of such meetings shall be to review the status of cases.

H. PERFORMANCE MONITORING

The City will monitor the performance of the case manager 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 case manager within a reasonable period of time after being notified by the City, contract termination procedures will be initiated. All work submitted by case manager shall be subject to the approval and acceptance by the City or its designee herein. The City or its designee herein shall review each portion of the work when certified as complete and submitted by the case manager and shall inform the case manager of any apparent deficiencies, defects, or incomplete work.

II. PROPOSAL REQUIREMENTS:

Offerors must document/respond to the following:

1. Identify the person(s) who will be responsible for the administration of case management and provide resume(s).
2. Will you have staff dedicated solely for City of Buffalo employees?
3. Please provide a timetable for the transition and implementation of this program.
4. Provide a strategy for the transition period and identify the person(s) who will be facilitating the transition.
5. Please describe the course of action for assessing injured employees, including:
 - a) Location of Employee visits.
 - b) Verifying that the employee was seen by the practitioner the City was billed by and verifying the treatment/services rendered if any. This includes Identifying whether the employee was seen by a Doctor, Nurse Practitioner, Physician Assistant, etc.
6. Provide the number of employee's/retirees you will be able to see in one day.
7. Please provide the total number of employees currently employed at your facility. For each employee provide their title, resume, and identify whether they are full or part time.
8. Provide in detail return to work and sick leave protocol and processes that will be utilized.
9. Please describe how you will ensure consistent delivery of high quality services. Describe any systems, programs, procedures, resources, protocols you have in place to achieve this.
10. Describe any specialized services you provide for Injured on Duty employees whether retiree/active.
11. Do you provide automated, interactive telephone services? If so, describe the scope of this service and hours of availability.

III. AGREEMENT PERIOD

The agreement period shall be from the date of formal contract execution until the end of the fiscal year (June 30, 2018) so that renewals thereof or extensions thereto will coincide with the City of Buffalo's Fiscal Year. Subsequently, the agreement may be extended

upon mutual agreement of the parties, for an additional four (4), one (1) year periods with an inception date of July 1st and an expiration date of June 30th. However any extension of this agreement must be in writing, and the only condition that shall be permitted to be altered or changed in any extension is the sum to be paid the contractor and the method of computing same if the parties subsequently agree that a flat fee is no longer advisable. The City of Buffalo reserves the right to cancel any agreement or contract entered into pursuant to or arising from this Request for Proposal with or without cause upon thirty (30) days written notice to the case manager.

The following Provisions Shall Apply to Proposal 1 and 2:

SECTION 5 - EVALUATION AND SELECTION PROCESS

The evaluation criteria that the City will utilize will be based upon, but not limited to, the Offerors demonstrating their prior proven performance, costs, and any other factor deemed to be in the best interests of the City.

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

- 1) The Offeror's prior proven experience and qualifications
- 2) Resumes of key team members
- 3) Demonstrated ability to fulfill the requirements of the proposal;
- 4) Awards regarding similar projects;
- 5) Resumes of key members of the team;
- 6) References;
- 7) Overall cost, and
- 8) Other factors which the City of Buffalo considers relevant.

All proposals must contain this information, along with the proposed fee, including but not limited to all expenses, hourly staff rates, payment terms, and contract terms required by Offerors and conditions and options. **The Pricing Sheet contained herein must be completed and returned with the proposal.**

Representatives of the City of Buffalo's Department of Human Resources and Purchasing shall oversee this project, and shall produce and release this RFP and evaluate Offerors' responses.

5.1 Basis of Selection

The process for selecting a winning proposal for this RFP will be an open and fair solicitation process. While total costs will be considered in the award of this RFP, it is

not the only factor to be considered. The professional services sought herein are not subject to NYS competitive bidding requirements. Therefore, the lowest cost of any proposal may not necessarily be accepted. The City is under no obligation to award any contract, in whole or in part, and it reserves the right in its sole discretion to cancel this RFP at any time before or after the deadline for receipt of the proposals, without providing reasons for such cancellation. If only one proposal is received, the City reserves the right to reject it.

5.2 City's Reservations of Rights

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

1. All costs incurred by the Offeror in connection with responding to this RFP and for participating in this procurement process shall be borne solely by the Offeror.
2. The City reserves the right, in its sole discretion, to reject for any reason any and all responses or components thereof and to eliminate any and all Offerors responding to this RFP from further consideration for this procurement.
3. The City reserves the right, in its sole discretion, to reject any Offeror that submits incomplete responses to this RFP, or a proposal that is not responsive to the requirements of this RFP.
4. The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
5. All proposals in response to this RFP shall become the property of the City and will not be returned.
6. All proposals in response to this RFP 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 proffered services.
8. Any and all proposals in response to this RFP that are not received by the Division of Purchase by 11:00 a.m. on May 25, 2017 will be rejected.
9. Neither the City, nor its officers, officials nor employees shall be liable for any claims or damages resulting from the solicitation or preparation of the proposal in response to this RFP.

10. The City of Buffalo's name, logo, crest, etc. shall not be used without prior, expressed, written consent of the City of Buffalo.

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

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

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

SECTION 6 – INDEMNIFICATION/HOLD HARMLESS

For any contract awarded pursuant to the issuance of this RFP, the successful Offeror shall defend, indemnify and save harmless the City and its officers and employees from all claims, suits, actions, damages, losses, and costs of every name, nature, and description to which the City may be subjected or put by reason of any injury to the person or property of another, or the property of the City, resulting from the negligence or carelessness, active or passive, of the Offeror, its employees, agents or subcontractors, in the performance of any work under the contract. 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, BSA, and BURA for any and all claims arising or resulting from the contract. Furthermore, the whole, or so much of the money to become due under the contract as shall be considered necessary by the City, may be retained by it until all suits or claims for damages shall have been settled or otherwise disposed of, and evidence to that effect furnished to the satisfaction of the City.

SECTION 7 - INSURANCE COVERAGE REQUIREMENTS

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

Minimum Scope and Limits of Insurance

7.1 Worker's Compensation Insurance and Disability Insurance:

With respect to all operations the Vendor performs, the Vendor 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. Each certificate of insurance evidencing such coverages shall be submitted by the Vendor and must name the City of Buffalo as certificate holder.

7.2 Commercial General Liability:

With respect to all operations the Vendor performs the Vendor shall carry Commercial General Liability insurance providing for a total limit of not less than

one million dollars (\$1,000,000) per occurrence for each job site or location 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 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 shall also be named as additional insured and certificate holder under Offeror's excess and umbrella policies.

7.3 *Automobile Liability:*

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

7.4 *Professional Liability:*

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

7.5 *"Tail" Coverage:*

If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Vendor 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, Vendor shall be required to keep the coverage in effect for a duration of not less than 24 months from the end of the Contract.

7.6 Acceptability of Insurers:

All of Vendor's insurance policies shall be written by insurance companies admitted in New York and licensed to do business in the State of New York or otherwise acceptable to the City's Corporation Counsel in his sole discretion.

7.7 Subcontractors:

The Vendor shall require subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability Insurance unless Errors and Omissions /Professional Liability insurance is applicable to the work performed by the subcontractor. All Certificates of Insurance shall be provided to Corporation Counsel's office as required herein and are subject to approval as to form by the Corporation Counsel and are subject to approval as to sufficiency by the City Comptroller.

7.8 Aggregate Limits:

Any aggregate limits must be declared to and approved by the City. It is agreed that the Vendor shall notify the City when fifty percent (50%) of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the Vendor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid for by the Contractor/Vendor. 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 Vendor to pay and/or to indemnify.

7.9 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 upon 30 days prior written notice by certified mail, return receipt requested, given to the City.

7.10 Waiver of Governmental Immunity:

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

7.11 Additional Insured:

The liability insurance coverage, except for Workers Compensation and Disability Insurance, required for the performance of the Contract shall include the City of Buffalo as additional insured and certificate holder but only with respect to the Vendor's activities to be performed under the contract. Coverage shall be primary and non-contributory with any other insurance.

7.12 Certificate of Insurance:

As evidence of the required insurance coverage, the Vendor shall furnish Certificate(s) of Insurance to the City of Buffalo prior to the award of the Contract and prior to the Vendor's commencement of work under the awarded contract. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to:

SECTION 8 – GENERAL REQUIREMENTS

8.1 Non-Discrimination

The successful Offeror(s) shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

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

veteran of the Vietnam era, and comply in all other aspects with the requirements the Buffalo City Code and Ordinances.

8.2 Americans with Disabilities Act Compliance Provisions

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

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

8.3 General Compliance

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

8.4 Performance Monitoring

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

8.5 Independent Contractor

Nothing contained in the agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The successful Offeror(s) shall at all times remain an independent contractor with respect to the services to be performed under the contract. Any and all employees of Offeror(s) or

other persons engaged in the performance of any work or services required by Offeror under the contract shall be considered employees or sub-vendors of the Offeror only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of New York or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered herein, shall be the sole obligation and responsibility of Offeror.

8.6 Accounting Standards

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

8.7 Retention of Records

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

8.8 Return of Files

ALL Injured-on-Duty files, including but not limited to, all documents, data, notes, memoranda, reports, including preliminary findings, interim reports, final recommendations and the work product thereof, or other forms of information collected or received during the term of contract with the City of Buffalo shall remain or become the exclusive property of the City of Buffalo, and must be returned to the City of Buffalo at the termination of the contract period.

All records with respect to any matters arising out of this Request for Proposal 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. Any duplication, publishing or other use of such records thereof by the contractor, sub-contractor, their agent and or employees without the express authorization of the City, is strictly prohibited.

8.9 Inspection of Records

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

8.10 Living Wage Policy

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

The attached City of Buffalo Living Wage Commission Application For Contract with the City of Buffalo must be completed and accompany your response to this Request for Proposals.

8.11 Applicable Law

The laws of the State of New York shall govern all interpretations of any contract arising from this RFP, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Erie, State of New York, regardless of the place of business, residence or incorporation of the Offeror. Each party agrees that all claims and matters shall be heard and determined in any such court and each party waives any right to object to such filing on venue, forum non-convenient or similar grounds.

8.12 Conflict and Priority

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

8.13 Ownership of Materials

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

8.14 Termination

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

If termination shall be without cause, the City shall pay the Offeror, all compensation earned to the date of termination. If the termination shall be for breach of this contract by the successful Offeror(s), the City shall pay all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach.

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

the Offeror, from asserting any other right or remedy allowed by law, equity, or by statute.

8.15 Assignment

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

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

8.16 Prime Contractor Responsibility

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

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

8.17 Disclaimer

This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. This RFP is not binding on the City. No other party,

including any Offeror to this RFP or further Offerors to any RFP that may be issued by the City, is intended to be granted any rights hereunder. Any response to this RFP, including written documents and verbal communication, with the exception of materials marked as trade secrets or confidential, may be subject to public disclosure by the City, or any authorized agent of the City. Any materials submitted or ideas elicited in response to this RFP shall be the sole and absolute property of the City with the City having title thereto and unrestricted use thereof.

8.18 Publicity

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

8.19 Offerors Restricted

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

8.20 New York State Executory Clause

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

8.21 Copyright and Patent Rights

The successful Offeror(s) warrants that there are no existing claims of violation and Offeror has no knowledge of any potential claims of violation of copyrights or patent rights in products being proposed in this Request for Proposals as of the date of proposal submittal. Offeror(s) shall indemnify and defend the City in any claim or action brought against the City based upon a claim that the software or hardware provided by the Offeror violated any copyright or patent rights.

8.22 Confidentiality

In no event shall the successful Offeror disclose nor be obligated to disclose the identity of any employee using its services, or any recommendations, conclusions or other results obtained through said counseling to any third party or parties without prior written consent of the client except as required by law.

The Offeror recognizes that it will have confidential information relating to individual employees and/or employee's dependents, as well as confidential information relating to the business and management affairs of the City, (collectively referred to as "Information"). The Offeror agrees that neither it nor its employees will at any time or in any manner, either directly or indirectly, use any Information for their own benefit, or divulge, disclose or communicate in any manner any Information to any third party without the prior written consent of the individuals involved, the City, or as may be required by law or the contract. The Offeror will protect the Information and treat it as strictly confidential. The confidentiality provisions shall remain in full force and effect after the termination of any contract formed as a result of this RFP.

8.23 Health Insurance Portability and Accountability Act (HIPAA)

The work to be provided under any contract issued pursuant to this RFP may be subject to the Federal Health Insurance Portability and Accountability Act (HIPAA), as amended, and/or other state or federal laws or regulations governing the confidentiality and security of health information. The selected applicant(s) will be required to comply with the City of Buffalo's confidentiality standards as identified in any contractual agreement between the selected applicant and the City of Buffalo.

8.24 Freedom of Information Law

The City of Buffalo is subject to the provisions of Article 6 Section 89 of New York State Public Officer's Law, entitled the Freedom of Information Law. All proposals, in their entirety, submitted in response to this Request for Proposal shall constitute a record subject to public disclosure pursuant to the Freedom of Information Law. It is the sole responsibility of each Offeror to this Request for Proposal to identify those portions deemed to constitute a "trade secret" or proprietary information of the commercial enterprise. Any such information shall be clearly marked "CONFIDENTIAL". The phrase trade secret is more extensively defined to include a formula, process, device or compilation of information used in one's business which confers a competitive advantage over those in similar businesses who do not know it or use it. The subject of the trade secret must not be of public knowledge or of a general knowledge in the trade or business. A corresponding letter, on company letterhead, must be provided describing the factors and extent to which the disclosure of the "CONFIDENTIAL" information would cause substantial injury to the competitive position of the commercial enterprise. The entire proposal shall not be marked "CONFIDENTIAL". Any portion of the proposal that is not clearly identified as "CONFIDENTIAL" may be disclosed pursuant to the Freedom of Information Law.

THE CITY OF BUFFALO DOES NOT ASSUME ANY RESPONSIBILITY WHATSOEVER TO ANY OFFEROR IN THE DISCLOSURE OF RECORDS PURSUANT TO THE FREEDOM OF INFORMATION LAW, COURT ORDER, OR ANY OTHER METHOD OF DISCLOSURE PROVIDED FOR UNDER THE LAW.

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

REGULATIONS

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

1. METHOD OF TENDERING PROPOSALS.

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

(B) 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%.

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

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 Director of Purchase reserves the right to accept or reject such proposals in the best interest of the City. No proposal shall be accepted from any person or corporation that is in arrears to the City upon any debt or contract.

3. CONTRACT.

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

4. PAYMENT.

Payment for material, supplies or equipment called for herein shall be made within thirty (30) days after approved completion of contract and the rendition of proper invoice to the Division of Accounting, 65 Niagara Square, Room 1214 City Hall, Buffalo, New York 14202.

5. PATENT INFRINGEMENT.

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

6. GENERAL.

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

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

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

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

7. TAXES.

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

8. TITLE.

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

9. ASSIGNMENT AND SUBCONTRACTING

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

10. SUBCONTRACTOR LIST.

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

11. NATIONALLY KNOWN CORPORATIONS.

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

12. DELIVERY DATE, PENALTIES AND EXTENSIONS OF TIME.

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

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

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

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

13. NON-COLLUSIVE PROPOSAL 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 therefore. In such event the proposal shall not be considered for award nor shall any award be made unless the City of Buffalo 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.

14. SECTION 220-E, Labor Law.

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

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

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

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

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

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

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

15. INQUIRIES

The City of Buffalo adheres to Article 9, State Finance Law Section 139. No Offeror may contact, lobby or otherwise discuss the RFP with any employee, union leader or elected official of the City of Buffalo or other government official, until an award has been officially made. Any contact regarding the RFP, other than allowed contact such as to discuss current business with the City of Buffalo, or during the question and answer period (via email ONLY) with the person/s identified below, may result in a vendor's immediate

disqualification. All Offerors 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: **DFABIAN@CITY-BUFFALO.COM**

The subject line must identify the RFP by title.

COMPLETE AND RETURN WITH YOUR PROPOSAL:

Please list below the names of references where your company has previously handled large volumes of claims. Volume being 100 plus per year.

1. Company _____.
Contact Person _____.
Phone Number _____.
Estimated claims per year _____.

2. Company _____.
Contact Person _____.
Phone Number _____.
Estimated claims per year _____.

3. Company _____.
Contact Person _____.
Phone Number _____.
Estimated claims per year _____.

SUBMITTED BY (COMPANY NAME): _____

CONTACT PERSON: _____

PRICING SHEET (TO BE RETURNED WITH YOUR PROPOSAL)

THE UNDERSIGNED SUBMITS THE FOLLOWING PROPOSAL WHICH IS IN COMPLETE CONFORMITY WITH THE INTENT OF THE SPECIFICATIONS.

PROPOSAL #1 EMPLOYEE HEALTH AND WELLNESS MEDICAL CONSULTANT

- OPTION A. ANNUAL FEE, FOR ALL SERVICES.....\$ _____.
- OPTION B. FLAT ANNUAL FEE PER FILE.....\$ _____.
- OPTION C. SCHEDULE OF FEES PER TASK.....\$ _____.
- OPTION D. SCHEDULE FOR AN ANNUAL FLAT FEE FOR ALL
SERVICES AND FEE FOR/PER SERVICE \$ _____.

PROPOSAL #2 INJURED ON DUTY 207A & 207C CASE MANAGEMENT SERVICE

- OPTION A. ANNUAL FEE, FOR ALL SERVICES.....\$ _____.
- OPTION B. FLAT ANNUAL FEE PER FILE.....\$ _____.
- OPTION C. SCHEDULE OF FEES PER TASK.....\$ _____.
- OPTION D. SCHEDULE FOR AN ANNUAL FLAT FEE FOR ALL
SERVICES AND FEE FOR/PER SERVICE \$ _____.

THE UNDERSIGNED SUBMITS THE FOLLOWING PROPOSAL WHICH IS IN COMPLETE CONFORMITY WITH THE INTENT OF THE SPECIFICATIONS.

CASH DISCOUNT (IF ANY) TO BE DEDUCTED _____ % IN THIRTY (30) DAYS.

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 he/she did not participate in the calculation, submission or preparation of this bid.

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 _____

<u>* CORPORATE OFFICERS' NAMES</u>	<u>TITLES</u>	<u>ADDRESSES</u>

<u>* PRINCIPAL STOCK HOLDERS</u>			
<u>NAMES</u>	<u>ADDRESSES</u>	<u>NAMES</u>	<u>ADDRESSES</u>

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

STATEMENT OF COMPLIANCE and CONFLICTS OF INTEREST

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

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

Conflict or potential conflict:

Signature: _____

Company: _____

Title: _____

Date: _____

NON-COLLUSION CERTIFICATION

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a 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 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 proposer or with any competitor;

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

(3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit a proposal 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)

FORM 2A – PROPOSERS 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 Proposer)

Date _____

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

EEO-2



City of Buffalo Living Wage Commission

APPLICATION FOR CONTRACT WITH THE CITY OF BUFFALO

The City's Living Wage Ordinance applies to contracts for services in which the City pays – or receives – more than \$50,000 per year, and the contractor employs more than ten people. If you are bidding, responding to a Request for Proposals, 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. As of January 1, 2017, the hourly rates are \$11.64 if the worker receives health benefits from the employer and \$13.07 if the employee does not. There will be an automatic cost-of-living adjustment each January 1.

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

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

1. Company Information

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

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

3. Contract Information

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

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

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

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

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

6. Subcontractors

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

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

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

Date: _____ Signature: _____

Print: _____

Title: _____