



**CITY OF BUFFALO  
NEW YORK**

DEPARTMENT OF ADMINISTRATION, FINANCE, POLICY & URBAN AFFAIRS  
DIVISION OF PURCHASE  
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**REQUEST FOR PROPOSALS  
FOR  
INSURANCE BROKERAGE AND RISK MANAGEMENT SERVICES  
FOR THE  
CITY OF BUFFALO**

**ISSUED DATE: MAY 1, 2023**

**SUBMISSION DEADLINE: MAY 31, 2023, 11:00 am**

**Contact Person:**  
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## SECTION 1 - INSTRUCTIONS TO OFFERORS

### **1.1 General Invitation**

The City of Buffalo, a municipal corporation, (City) is issuing this Request for Proposals (RFP) seeking proposals from qualified brokers interested in serving as the City's insurance and risk management advisor and insurance broker. The City invites all qualified brokers with prior demonstrative experience in providing brokerage services to government entities that include, but are not limited to, risk exposure analysis, insurance placement and servicing, claims assistance, claims reporting and general advice, to submit a proposal for the City's consideration.

**Minimum Qualifications and Experience:** Offeror must be licensed to do business in the State of New York. Offeror possess prior demonstrative knowledge and expertise specific to the exposures and risks similar to those affecting the City or other government entities in New York State. Offeror must possess not less than five (5) years of experience.

If after your review of the enclosed, you or your firm is interested in performing the services specified, you must provide the information requested in a sealed envelope labeled "INSURANCE BROKERAGE AND RISK MANAGEMENT SERVICES", by no later than **11:00 AM, May 31, 2023** to:

William Sunderlin, Director of Purchase  
City of Buffalo Division of Purchase  
65 Niagara Square, Room 1901 City Hall  
Buffalo, New York 14202

Each proposal must be submitted to, and be received, via mail or hand delivery, by the Division of Purchase no later than **11:00 AM, May 31, 2023**. Responses to this RFP will not be accepted by facsimile or e-mail transmissions. Whether the proposal is delivered by hand or mail or commercial express service, the Offeror shall be solely responsible for actual timely delivery of the proposal to the City. The City's timeclock at the above location shall govern. Expenses incurred in the preparation and/or submission of proposals shall be borne by the Offeror with the express understanding that the Offeror shall not have the right to apply to the City for reimbursement for those expenses. Proposals received after the deadline will not be considered. All proposals become the property of the City.

Proposals are solicited in accordance with the terms, conditions and instructions set forth in this RFP. Proposals must be completed in accordance with the requirements of this RFP. No amendments or changes to proposals will be accepted after the proposal submission deadline. The City reserves the right to reject any or all proposals.

Any material misrepresentation made by a party may void their proposal and eliminate the party from further consideration. Any proposal that is based upon a violation of federal, state or local law, or deemed to be non-responsive will be eliminated from consideration.

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

### **1.2 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](http://www.city-buffalo.com)).

<b>EVENT</b>	<b>DATE</b>
Issuance of RFP	May 1, 2023
Written Questions from Offerors due	May 8, 2023, by 4:00 pm
Responses to Questions posted on City website	May 15, 2023, by 5:00 pm
Proposals Due	May 31, 2023, at 11:00 am

### **1.3 RFP Review, Additional Information and Questions**

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

Questions regarding this RFP shall be directed to the City's designee only. Any impermissible contact with any other City officer or employee regarding this 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 this RFP are permitted during the procurement period. All questions, requests for clarification or additional information must be sent by email to [mcbarker@buffalony.gov](mailto:mcbarker@buffalony.gov) and must be received no later than **4:00 PM, May 8, 2023**. **Offerors shall not communicate with the City's designee regarding this RFP 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](http://www.city-buffalo.com)) by **5:00 PM on March 15, 2023**. The City accepts no responsibility for, and each Offeror agrees not to rely upon, any verbal or written statements or representations from any other person, whether or not employed by the City.

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

#### **1.4 Addenda and Modifications**

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

All addenda shall be incorporated as part of this RFP documents as though they were originally set forth herein. The City does not assume any responsibility for the receipt of any addenda 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 the City's issuance 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 regarding this RFP should be disregarded in preparing proposals.

#### **1.5 Proposal Format**

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

Five (5) copies of the proposal, including one (1) original and four (4) copies, must be prepared on 8" x 11" letter size paper, printed single sided and/or double-sided, and bound on the long side. One (1) CD-ROM or portable flash drive containing a 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.

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 2 - REQUIRED CONTENT**

### **2.1 Cover Letter**

Each Offeror or their authorized representative shall prepare and sign a cover letter. Submission of the letter shall constitute a representation by the Offeror that it is willing and able to perform the services described in this RFP and their proposal.

## **2.2 Company Profile**

Each Offeror is required to prepare and submit a brief description of the Offeror's firm which must include the following information:

1. Name, mailing address, email address, telephone number and fax number of the primary contact person for the firm;
2. A brief description of the firm, including but not limited to the firm's history; number of years in business; size; office locations.
3. The City maintains a goal of contracting with firms that (i) subcontract to minority-owned businesses or employ minorities in the amount of 25% of the total contract price or more, and (ii) subcontract to or employ women in the amount of 5% of the total contract price or more. As such, each Offeror shall provide any information with respect to programs, initiatives, policies or practices that support the development of, and provide business opportunities to Minority or Women Owned Business Enterprises (M/WBEs) in the City of Buffalo, including suppliers and service providers, as follows:
  - a) Workforce Development: Offerors should describe any programs or actions they undertake to attract, recruit, train, retain and promote minority and female employees, partners and associates and current representation of minorities and women
  - b) Community Involvement: Offerors should describe any programs or initiatives they sponsor or support that further the development of minority or women-owned business enterprises within the City of Buffalo
  - c) Vendor Policies: Offerors should describe any procurement policies or practices they have adopted that provide M/WBE suppliers or services business opportunities
4. Describe any relevant special services your firm provides, particularly those that may not be offered by other firms;
5. Proposals should specifically detail the background, experience and abilities that your firm has had or currently has in relation to:
  - ✓ Similar size accounts
  - ✓ Similar size exposures
  - ✓ Municipal exposures
  - ✓ Environmental exposures
6. Proposals must describe the qualifications of those staff members that may be assigned to work with the City. Descriptions must include, but not be limited to the following:

- a) Professional and educational background of each member, including years and types of relevant experience, education, accomplishments, and proficiency in providing insurance brokerage services; and
  - b) Proposals should include only those resumes for staff member(s) or broker(s) likely to be assigned to represent the City; and
  - c) Copy of any and all licenses and permits required to perform the services described herein for the firm and each staff member or broker likely to be assigned to represent the City; and
  - d) Overall supervision to be exercised by the staff member(s) or broker(s).
7. A copy of executed resolutions or some other form of authority, , which lists the specific officers or members who are authorized to execute agreements on behalf of the Offeror;
  8. Financial details demonstrating your firm's financial capacity to undertake and complete the services;
  9. Within the past five (5) years, has your firm, or any member of your firm, been involved in litigation, other legal proceedings and/or disciplinary and/or grievance proceedings relating to the provision of services? If so, provide a brief explanation and indicate the current status and/or disposition of the proceedings;
  10. Describe any potential or current conflict of interest issues your firm may have in providing brokerage services to the City;
  11. Within the past five (5) years, have there been any significant developments in your firm such as changes in ownership or restructuring? Do you anticipate any significant changes in the future? If so, please describe;
  12. Describe the on-line services, publications and other resources maintained by your firm that deal specifically with areas of concern pertaining to government entities including subscription services and periodicals. Will any of these resources be available to City staff?

### **2.3 References**

Each Offeror must provide references from at least five (5) clients. Where applicable, Offerors must also provide a list of its government clients, including identifying the types of matters where their brokerage services have been provided. The City may solicit relevant information concerning Offeror's record of past performance from previous clients, or any other available sources whether or not disclosed in Offeror's submitted proposal in response to this RFP.



## **SECTION 3 - PURPOSE AND SCOPE OF PROPOSAL**

### ***3.1 Scope of Proposal***

The City is seeking proposals from qualified Offerors available to provide, at a minimum, the insurance brokerage services detailed in this RFP. Offerors must possess sufficient resources to ensure that the demands and needs of the City are met on a timely basis.

Offerors shall not contact any underwriters or markets in formulating a response to this RFP. Any contact with underwriters or markets will result in your firm being disqualified from this RFP process. The City encourages your firm to present creative options and ranges of options and risk management objective.

### ***3.2 Risk Financing/Insurance Needs***

The successful Offeror will have the responsibility of acting as the City's insurance and risk management representative to the world insurance market, but under the strict direction of the City, with all initiatives to be reviewed and approved in advance by the City prior to Offeror taking any initiative.

The City currently procures the following forms of insurance coverage:

- Property and Machinery (for Sahlen Field)
- Inland Marine
- Public Employee Dishonesty
- Cybersecurity

The City is initially seeking a range of available choices for possibly purchasing insurance coverage for each of the below referenced risks. However, the City's insurance needs are subject to change from time to time and may include, but are not limited to, the need for additional risks to be insured and/or managed.

- Property and Machinery
- Commercial Excess Liability Coverage

The City reserves the right, in its sole discretion, to determine which coverages, if any, the City will request that the successful Offeror explore procuring on its behalf.

### ***3.3 Insured Program***

As part of the City's annual insurance marketing process and in Offerors' formulating a response, the following should be taken into account and addressed for each line of insurance that the City currently holds, the proposed lines of insurance referenced herein, and any additional coverage options recommended by Offeror:

- Whether any of the current policies should be consolidated, changed, or endorsed in order to obtain premium savings or increase the breadth of coverage. However, there shall be no reduction in policy limits for the City’s existing policies, coverage terms and conditions, or increase in deductibles – unless the market conditions will not allow a similar renewal or without prior written approval of the Director of Purchase.
- Estimate the additional premium, if any, to reduce any of the retention levels under the City’s existing property and liability coverages.
- Expected commissions shall be disclosed in Offeror’s proposal submitted in response to this RFP.
- Offerors must identify those principal markets that Offeror would contact and the advantages and disadvantages of each option. All estimates should be “net” of any commissions, except to the extent commissions are required by New York State Insurance Law.
- All insurance policies are to be placed with insurance companies that have an A.M. Best rating of at least A- with a financial size category rating of VIII. All carriers must be licensed and admitted to do business in New York State.
- Offeror should include any recommended annual risk financing alternatives analysis and provide programmatic advice to the City that will serve to achieve the City’s cost containment and program quality objectives.
- Offeror should address how it will write, issue and update publications describing the City’s insurance policies. An insurance summary of each policy shall be written which will include all pertinent information regarding limits, deductibles, perils, exclusions, etc.

### ***3.3.1 Account Stewardship***

A qualified insurance professional and back-up shall be designated to perform and manage a team of highly qualified account managers and insurance professionals to coordinate all activities associated with servicing the City. Account stewardship includes, but is not limited to, the following:

- Management Direction: the successful Offeror shall professionally manage all their team members in order to ensure that the work performed by their team is of the highest quality, in total compliance with the terms and conditions of the awarded contract, and all applicable insurance statutes and regulations.
- The development and implementation of a detailed account stewardship plan which should include, but not be limited to, a detailed work plan which describes their account management team, work schedules, areas of concentration, timing, information requirements and marketing approach for the first year of any contract arising from this solicitation and Offeror must be prepared to update the foregoing annually thereafter.

- On a quarterly basis, or at the direction of the Director of Purchase, the successful Offeror's team will meet with the Director of Purchase to review all activities performed by the successful Offeror during the prior quarter. Any business concerns should be presented at this meeting with options and recommendations for changes.
- Annually, a formal account stewardship review with the Director of Purchase will be held. This review will focus on all the activities related to risk and insurance management that were performed during the prior contract year. The review will also focus on determining and agreeing upon the account management strategy for the upcoming contract year. This review strategy shall be held 120 days prior to renewal and include a discussion of an exposure analysis, alternative risk financing approaches, policy review, premium pricing, domestic and international market conditions and the City's decision points. The City reserves the right to change topics, change the number of meetings and set the date(s) of meetings.
- Accurate files are an absolute necessity for the risk and insurance management process. This process, along with the file, will be subject to inspection and audit on a periodic schedule by the City, with advance written notice. An audit, if any, will solely encompass the scope of work provided by the broker to the City.
- Follow-up files must be maintained to ensure that follow-up is given to the Director of Purchase in a punctual manner.

### ***3.3.2 Risk Identification - General***

The successful Offeror will work with the City and its existing insurance carriers and other service providers, if any, to identify and measure the impact of all risk and/or accidental loss. This process includes, but is not limited to:

- Schedule meetings in addition to the quarterly overview meetings, if necessary, with the Director of Purchase to discuss risks and loss prevention efforts.
- Review and evaluate all leases and contracts as requested by the City and comment as necessary on insurance coverages and limits.
- Review of insurance company inspection reports.
- Maintain loss prevention information including detailed information on loss prevention recommendations, City's responses and follow-up activities.

### ***3.3.3 Property Risk Control***

Offerors should explain the proposed assistance that they can provide with respect to Property Risk Control. This is specifically expected to include physical surveys with written comments by a qualified Property Risk Control Consultant.

### ***3.3.4 Property Valuation***

Offeror should also have the ability, at a future date, to provide a maximum property valuation exposure analysis for each real property location which the City desires to procure insurance coverage. The number of hours or percentages of time that the City can utilize this professional should be identified, as well as their background and areas of expertise.

### ***3.3.5 Liability Risk Control***

Offerors should explain the proposed assistance they can provide with respect to Liability Risk Control. This is expected to cover all areas of liability including, but not limited to, general liability, environmental liability and automobile liability. This is specifically expected to include physical surveys with written comments by qualified Liability Loss Control Consultants. The number of hours or percentages of time that the City can utilize this professional should be identified, as well as their background and areas of expertise.

### ***3.3.6 Ancillary Services***

Offerors should address any other ancillary services they can provide which may be beneficial to the City. Any proprietary software capabilities that can be utilized should be explained. It should be clearly stated if these services are included or if they can be purchased optionally on an as needed basis. Costs for options must be included in Offeror's proposal.

### ***3.3.7 General Program Support***

Offerors should specifically be able to comment on the adequacy of insurance requirements for new tenants/contractors or service providers on an as needed basis and assist the City in developing contract and/or lease insurance requirements. In addition, Offerors should be able to assist in setting up insurance standards and comments on the City's risk and exposure for special events that are held on City property.

Offerors should understand that on an annual basis, in advance of the renewal date of existing or new insurance policies and in conjunction with the Director of Purchase, the following activities are expected to be performed:

- Review of insurance market conditions in terms of capacity, pricing and limitations or extensions of coverages.
- Conduct a financial review of present or proposed insurance companies to confirm the current companies meet the financial stability requirements in this proposal.

- On an annual basis, conduct an exposure analysis and prepare reports of all exposures to accidental event risk loss which can be covered by insurance.
- Compile information for underwriters in order for them to be able to fairly evaluate their exposures and accept the transfer of the City's risks.
- Review and document all placed policies, cover notes and binders to make sure they contain the correct information on pricing, terms, conditions and other relevant information.
- Annually, if possible given market conditions, submit the following year's proposed insurance costs, no less than thirty (30) days prior to renewal.

### ***3.3.8 General Broker Responsibilities***

Based on the insurance coverage selected by the City, and pursuant only to written directives of the City, the successful Offeror shall be responsible for organizing, developing and presenting to the worldwide markets the City insurance coverage requirements and obtain proposals from responsible insurers for that coverage. The successful Offeror shall analyze all proposals received from the various insurance companies and negotiate changes for the benefit of the City and verify the reasonableness of the price for the coverage provided. Offeror shall present to the City the package of insurance policy terms, conditions and premiums that best reflects the goals and objectives of the City for review and approval.

The successful Offeror's responsibilities shall also include, but not be limited to, the provision of the following services:

- Provide the City with a summary of various insurance program options, including but not limited to: limits, coverage(s), retention levels, terms, conditions, payment options and self-insurance.
- Make recommendations to the City as to the most advantageous insurance program providing the highest level of coverage at the best possible price to meet the City's needs and objectives.
- Provide analysis and recommendations as to the most cost effective means for addressing the City's exposures.
- When directed to do so, represent the City in all negotiations with insurers, underwriters and other parties with regard to the insurance program.
- Provide extensive review of binders and policies including verification of conformity to specifications. Request any necessary endorsements, changes, or revisions that may be required.
- Monitor and update coverages and place additional coverages and terminate existing coverages as required by the City.
- Issue certificates of insurance as required by the City within a maximum of two (2) business days of request.

- Consult with the City regarding the effectiveness of the program, review proposed changes and new coverages in anticipation of the next year's insurance program, including but not limited, to the evaluation of alternative insurance and/or risk financial proposals.
- Annually analyze similarly situated municipal government requirements for vendors and advise the City on questions of insurance both as to coverage for the City itself and as to insurance to be obtained from various contractors and agencies doing business with/for the City.
- Advise the City whenever new coverages become available and consult with the City and/or designated representative for the City regarding the advisability of obtaining such coverages.
- Meet with the City and discuss the coverage obtained by Offeror.
- Annually analyze where savings could be obtained within the City's coverage.
- Establish and maintain, with the cooperation of City personnel, an up-to-date listing of all real and personal property owned and/or leased by the City and intended to be covered under any policies of insurance.
- Analyze and recommend efficient procedures for administration of insurance and/or risk management programs by the City and provide annual insurance requirements and risk management training to the City.
- Assure that insurance policies are placed with reputable and financially responsible insurers (based on insurance rating among other criteria), including, keeping the City informed of any changes in rating of the insurers and making recommendations should ratings change during the policy term.
- Perform administrative and clerical services relative to account management, including but not limited to, issuance of certificates of insurance, and verification of the accuracy of bills, audits and all premium adjustments or payments.
- Assign an Account Manager to the City who will be responsible for communication with the City and who, along with any other team members assigned, must be available on a daily basis to the City for advice and consultation on insurance program related issues and concerns.
- Attend meetings related to the insurance program with City staff and other parties, as requested.
- Review any related insurance company audits for accuracy.
- Act as a liaison between the City and the carriers to resolve claims.
- Advise the City, when requested, on coverage application to specific claims.
- Review loss runs quarterly, provide copies of the loss runs to the City and advise the City of any anticipated problems.
- Provide such other services related to the insurance coverage as the City may reasonably request. Please be specific about how these services will benefit the City.

## **SECTION 4 - EVALUATION AND SELECTION PROCESS**

### ***4.1 Evaluating Proposals***

The preference is to select a single agent or carrier in the placement of all lines of insurance. However, if necessary or cost effective, The City of Buffalo reserves the right to award the various negotiated lines of insurance, to more than one agent, or carrier. Any proposed coverage that is dependent upon purchase of any other coverage must be specifically identified.

Representatives from the Department of Administration, Finance, Policy and Urban Affairs will oversee the release of this RFP and the evaluation of the proposals. The City reserves the right, at the time of the evaluation of any proposals, to request any additional information that it deems necessary in order to make a decision on any proposal. The City is under no obligation to make any selection, and it reserves the right, in its sole discretion, to cancel this solicitation at any time before or after the proposal submission deadline date and time, without providing reasons for such cancellation. If only one proposal is received, the City reserves the right to reject it.

Representatives from the Department of Administration, Finance, Policy and Urban Affairs will evaluate each proposal based on the criteria outlined in Section 4.2 of this Request for Proposals.

### ***4.2 Evaluation Criteria***

The evaluation criteria that the City will utilize will be based upon the Offeror demonstrating its prior proven experience and ability to meet the City's needs.

The City's evaluation process will be structured to secure a highly skilled, diligent, responsive and experienced broker who will be effective in providing the highest quality of services that the City requires. The process for selecting winning proposals for this solicitation will be an open and fair solicitation process. The professional services sought herein are not subject to NYS competitive bidding requirements. The City intends to select the Offeror whose proposal it deems to be in the best interests of the City.

Offerors are encouraged to submit proposals that fully meet and/or exceed the policy specifications contained in this RFP by providing recommendations of alternatives, enhancements or improvements in available coverages, as options for consideration by the City. Offerors must specifically identify any requirement contained in this RFP that they are unable to satisfy. Features that enhance a policy beyond the specified insurance coverages, or recommendations for additional forms of coverage, must be separately identified in the proposal so as to not impact the evaluation of the proposal where they contribute to an additional cost. The City will consider such options, in its sole discretion, as supplements to any contract arising from this solicitation after the determination to award has been made.

The successful Offeror will: (a) possess prior demonstrative experience; (b) possess the professional and administrative capabilities to provide the proposed services; (c) will agree to work under the City's terms and conditions; (d) will agree to provide services based upon such

conditions determined by the City to provide the greatest benefit to the City. All proposals will be evaluated upon, but not limited to, the following criteria:

**Weight Factors**

- 50% Offeror’s experience, qualifications, carrier relationships, demonstrated ability to fulfill the requirements of Offeror’s proposal, resumes of key members of the team, references, and other factors, which the City considers relevant.
  
- 30% Offeror’s demonstrated ability to deliver desired results and outcomes in a cost effective and efficient manner, including but not limited to, an evaluation of the Offeror’s fee submission though it should be noted that while price is not the only consideration, it is an important one.
  
- 20%** The review of proposals will also include an analysis of each Offeror’s minority and women workforce development, policies and community involvement. Each Offeror must provide demonstrative evidence of how it meets these factors as more fully described in Section 2.2 Company Profile. The weight given to each factor is as follows:
  - 15% Minority workforce development, community involvement and policies.
  - 5% Women workforce development, community involvement and policies

TOTAL = 100%

**4.3 City’s Reservation of Rights**

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

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 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 submitted 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 disclosure, unless specifically designated in whole or part as proprietary and/or confidential.
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 AM on May 31, 2023**, 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.

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;
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, actual or potential conflict of interest exists that would affect or impair the selection of any Offeror;
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;
11. The City shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

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

## **SECTION 5 – CONTRACT AWARD**

The successful Offeror may be awarded a three (3) year contract with the option to renew the contract for two (2) additional periods of one (1) year each, on the same terms and provisions, at the sole discretion of the City. Given the complexity and specialized skills innate in the adequate representation of the City, any contract arising from this solicitation shall not operate as an exclusive contract for services between the City and the successful Offeror and the City reserves the right to contract with others for provision of the same or similar services.

## **SECTION 6 – INDEMNIFICATION/HOLD HARMLESS**

For any contract arising from this solicitation, 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 successful 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 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 service. The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state or local law, regulation or requirement,

whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or exclude the City from additional limits and coverage provided. Coverage shall be primary and non-contributory.

## **Minimum Scope and Limits of Insurance**

### **7.1 *Workers' Compensation Insurance and Disability Insurance:***

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

### **7.2 *Commercial General Liability Insurance***

With respect to all operations the successful Offeror performs, the successful Offeror 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 this 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 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 *Commercial Automobile Liability Insurance***

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

### **7.4 *Professional Liability Insurance***

With respect to any damage caused by any error, omission or any negligent acts of the successful Offeror, performed under any contract arising from this solicitation, 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 and must name the City of Buffalo as certificate holder.

### **7.5 *Acceptability of Insurers***

The successful Offeror insurance policies shall be written by insurance companies admitted and licensed in the State of New York and authorized to do business in the State of New York or otherwise acceptable to the City in its sole discretion.

## **7.6 Aggregate Limits**

Any aggregate limits must be declared to and approved by the City. It is agreed that the Offeror shall notify the City when fifty percent (50%) of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the Offeror agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid for solely by the Offeror. Deductibles and Self-Insured Retentions: Any deductible or self-insured retentions must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Offeror to pay and/or to indemnify.

## **7.7 Waiver of Governmental Immunity**

Unless requested otherwise by the City, the Offeror 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.

## **7.8 “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 the duration of 24 months, or the maximum time period reasonably available in the marketplace, whichever is longer. 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.

## **7.9 Subcontractors**

The Offeror shall require sub-contractors or consultants to provide the same “Minimum Scope and Limits of Insurance” as required in this Section 7, except for Professional Liability insurance, unless Professional Liability insurance is applicable to the work performed by the subcontractor or consultant. All Certificates of Insurance shall be provided to the Corporation Counsel’s office as required herein and must be acceptable to the Corporation Counsel in his or her sole discretion.

## **7.10 Notice of Cancellation or Nonrenewal**

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

## **7.11 Certificates of Insurance**

The successful Offeror shall furnish certificate(s) of insurance to the Division of Purchase prior to the award of any contract arising from this solicitation and prior to Offeror commencement of services on behalf of the City. 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 certificates should be mailed to:

William Sunderlin  
Director of Purchasing  
City of Buffalo Division of Purchasing  
65 Niagara Square, Room 1901 City Hall  
Buffalo, New York 14202

## **SECTION 8 – GENERAL REQUIREMENTS**

### ***8.1 Non-Discrimination***

The successful Offeror 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 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 successful Offeror shall, in all solicitations or advertisements for employees placed by or on behalf of the successful Offeror, 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 Charter and Code.

### ***8.2 Americans with Disabilities Act Compliance Provisions***

Any Offeror retained pursuant to this RFP is required to abide by the regulations of the Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. The successful 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 the successful Offeror associated with the City of Buffalo to provide qualified applicants and employees with disabilities with reasonable accommodation that does not impose undue hardship. The successful Offeror also agrees to post in a conspicuous place, accessible to employees and applicants, notices of their policy on non-discrimination.

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

### **8.3 Executive Order 16-04**

The City encourages the selection of individuals, firms and businesses that are active in the recruitment, training and retention of women, blacks, Hispanics and all other minority groups. The inclusion of specific selection criteria for those individuals, firms and businesses desiring to provide professional services to the City, that also considers the firm's recruitment, training and retention of Women, Blacks, Hispanics and all other minority groups, supports and encourages these practices.

Pursuant to Executive Order 16-04, issued in accordance with the laws of the State of New York and Article 2, Sections 2- 3 and Article 4, Section 4-1 of the Charter of the City of Buffalo, all City departments are required to incorporate into their Requests for Proposals (RFPs) or Requests for Qualifications (RFQs) for professional services, including but not limited to, legal, architectural, accounting and engineering services, the following:

1. A minimum of fifteen percent (15%) of the total score of the professional services response to a RFP or RFQ issued by the City of Buffalo is to be based on the Offeror's minority workforce development, community involvement and vendor policies;
2. A minimum of five percent (5%) of the total score of the professional services response to a RFP or RFQ issued by the City of Buffalo is to be based on the Offeror's women workforce development, community involvement and vendor policies.
3. The factors to be considered include, but are not limited to, the following:
  - a. Workforce: Offerors should describe any programs or actions they undertake to attract, recruit, train, retain and promote minority and female employees, partners and associates and current representation of minorities and women.
  - b. Community Involvement: Offerors should describe any programs or initiatives they sponsor or support that further the development of minority or women-owned business enterprises in the City of Buffalo.
  - c. Vendor Policies: Offerors should describe any procurement policies or practices they have adopted that provide M/WBE suppliers or services business opportunities.

### **8.4 Performance Monitoring**

The City will monitor the performance of any the successful Offeror against goals and performance standards required herein. Substandard performance as determined by the City will

constitute non-compliance with any contract arising from this solicitation. If action to correct such substandard performance is not taken by the successful Offeror within a reasonable period of time after being notified by the City, contract termination procedures will be initiated. All invoices for work submitted by the successful Offeror shall be subject to the approval and acceptance by the Division of Purchase.

### **8.5 Independent Contractor**

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

### **8.6 Accounting Standards**

The successful Offeror agree to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred for any policy requested by the City.

### **8.7 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.

### **8.8 Living Wage Policy & Minority/Women Business Enterprise Goal**

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

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

Any proposal(s) submitted without the fully completed above-referenced forms shall be deemed non-responsive.

### **8.9 Applicable Law**

The laws of the State of New York shall govern all interpretations of any contract arising from this solicitation, 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-conveniens or similar grounds.

### **8.10 Order of Precedence**

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

### **8.11 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 solicitation shall constitute the property of the City of Buffalo. The City may use, extend, or enlarge any document produced under the contract without the consent, permission of, or further compensation to the successful Offeror.

### **8.12 Termination**

The City shall have the unilateral right to terminate any services awarded hereunder, without cause, upon notice to the successful Offeror.

If termination shall be without cause, the City shall pay the successful Offeror all compensation earned to the date of termination. If the termination shall be for breach of contract by the successful Offeror, 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 successful Offeror shall not be relieved of liability to the City for damages sustained by the City as a result of any breach by the successful Offeror. 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.

### **8.13 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.

#### ***8.14 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.

#### ***8.15 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..

#### ***8.16 New York State Executory Clause***

Any contract(s) for services 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 of Buffalo beyond the amount of such monies. Neither the full faith and credit nor the taxing powers of the City of Buffalo are pledged to the payment of any amount due or to become due under such contract. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the contract.

#### ***8.17 Copyright and Patent Rights***

The successful Offeror 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 or services being proposed in Offeror's proposal as of the date of proposal submittal. Offeror shall indemnify and defend the City of Buffalo in any claim or action brought against the City of Buffalo based upon a claim that the software or hardware provided by the Offeror violated any copyright or patent rights.

#### ***8.18 Non-Collusion Bidding Certification***

If the Offeror is a corporation, the execution of the Non-Collusion Bidding Certification 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 an Offeror where the proposal does not include an executed Non-Collusion Bidding Certification as set forth 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 an Offeror has published price lists, rates or tariffs covering items being procured or has informed prospective customers of the proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same price as being proposed, does not constitute, without more, a disclosure to any other Offeror or to any competitor within the meaning of the Non-Collusion Bidding Certification contained herein.

### ***8.19 Freedom of Information Law***

The City of Buffalo is subject to the provisions of Article 6 Section 89 of New York State Public Officers Law, entitled the Freedom of Information Law. All proposals, in their entirety, submitted in response to this Request for Proposals, shall constitute a record subject to public disclosure pursuant to the Freedom of Information Law. It is the sole responsibility of each Offeror to identify those portions deemed to constitute information exempt by state or federal law, 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.**

**8.20 Statement of Compliance and Conflict of Interests**

Pursuant to Article IX of New York State Finance Law §139, 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, 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 designated herein, 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 the City’s designee for this solicitation.

Your signature below denotes that your organization, company or corporation and /or the officers, directors, employees or agents thereof have reviewed and agreed to comply with State Finance Law §139. 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 shall 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: \_\_\_\_\_

### **8.21 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.



**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, which will be forwarded to the 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 Commission.

You must certify that you will pay at least the living wage, which is based on 150% of the federal poverty line for a family of three and adjusted each year. For July 1, 2022 to June 30, 2023, the rate will be \$16.61 per hour.

There are two exceptions to the Ordinance. Professional contracts such as legal, architectural, or engineering services are not covered by the Ordinance. Also, persons employed in construction work covered by prevailing wage laws are exempt. Employers of tipped workers may take a tip credit, so long as tips plus wages equal or exceed the living wage rate.

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

***1. Company Information***

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

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


3. Contract Information

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

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

**6. Subcontractors**

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

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

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

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

**FORM 2A – OFFERORS AFFIRMATIVE ACTION STATEMENT**

The \_\_\_\_\_  
(Company Name)

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

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

\_\_\_\_\_  
(Signature of Authorized representative of Offeror)

Date \_\_\_\_\_

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

EEO-2



**NON-COLLUSION BIDDING CERTIFICATION**

**PROJECT NAME:** \_\_\_\_\_

**PROPOSALS/BIDS DUE DATE:** \_\_\_\_\_

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

I am the, \_\_\_\_\_, with the \_\_\_\_\_  
(Title) (Company Name)  
located at \_\_\_\_\_ am familiar with the enclosed proposal  
(Company Address)

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

Where pursuant to New York State General Municipal Law §103-d, every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury, I hereby affirm that the statements contained herein are true:

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

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) (Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

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

Dated: \_\_\_\_\_

\_\_\_\_\_

Name:

Title:

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

## DEBARMENT CERTIFICATION

Has your company or any affiliate been debarred from any state or federal contract within the last five (5) years?

Yes    No

If Yes, please specify the contract, contract type, dollar amount, reason and date of debarment.

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Company Name: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_