



**CITY OF BUFFALO
NEW YORK**

**DEPARTMENT OF HUMAN RESOURCES
65 NIAGARA SQUARE, ROOM 1007 CITY HALL
BUFFALO, NY 14202
PHONE (716) 851-9607 FAX (716) 851-4968**

REQUEST FOR PROPOSALS FOR

**MEDICAL EXAMINATIONS FOR NEW EMPLOYEES AND RETURNING
CURRENT EMPLOYEES FOR THE**

**CITY OF BUFFALO, DEPARTMENT OF HUMAN RESOURCES
DIVISION OF CIVIL SERVICE**

ISSUE DATE: October 19, 2017

ALL INQUIRIES MUST BE SUBMITTED IN WRITING VIA E-MAIL NO LATER THAN
NOVEMBER 1, 2017, TO DFABIAN@CITY-BUFFALO.COM.

RESPONSE DUE DATE: November 22, 2017

CITY OF BUFFALO
DEPARTMENT OF HUMAN RESOURCES
65 NIAGARA SQUARE, ROOM 1007 CITY HALL
BUFFALO NY 14202

PROPOSALS IN SEALED ENVELOPES, marked "FORMAL PROPOSAL FOR MEDICAL EXAMINATIONS FOR NEW EMPLOYEES AND RETURNING CURRENT EMPLOYEES, FOR THE DEPARTMENT OF HUMAN RESOURCES", addressed to the Department of Human Resources, 65 Niagara Square, Room 1007 City Hall, Buffalo, New York 14202 to the attention of Commissioner Gladys Herndon-Hill, will be received until **November 22, 2017 by 11:00 A.M., local time, .**

THE CITY OF BUFFALO DEPARTMENT OF HUMAN RESOURCES IS REQUESTING PROPOSALS TO SECURE SERVICES IN PROVIDING MEDICAL EXAMINATIONS FOR NEW EMPLOYEES AND RETURNING CURRENT EMPLOYEES AS OUTLINED IN THE ATTACHED SPECIFICATIONS.

ALL QUESTIONS ON THIS PROPOSAL MUST BE SUBMITTED IN WRITING BY EMAIL NO LATER THAN **4:00 P.M., NOVEMBER 1, 2017.** NO QUESTIONS WILL BE ACCEPTED AFTER THIS DEADLINE.

QUESTIONS TO BE SUBMITTED VIA EMAIL TO:

DOUGLAS FABIAN, DIRECTOR OF PERSONNEL
CITY OF BUFFALO, DEPARTMENT OF HUMAN RESOURCES
DFABIAN@CITY-BUFFALO.COM

ALL QUESTIONS WILL BE ANSWERED NO LATER THAN **4:00 P.M., NOVEMBER 8, 2017,** AND POSTED ON THE CITY WEB SITE: WWW.CITY-BUFFALO.COM/BIDS.

I. INTRODUCTION

The City of Buffalo, Department of Human Resources, Civil Service Division, is requesting proposals to perform medical examinations for prospective employees and returning current employees of the City of Buffalo.

II. PROPOSAL CONTENT

- A. The Company shall perform medical examinations and drug testing, twice weekly, Monday through Friday, between the hours of 8:30 a.m. and 4:30 p.m.
- Potential employees must be required to complete a medical health questionnaire (approved by the City), reviewed by the medical examiner and must include, but not be limited to, previous injuries and medical conditions/illnesses/ surgeries.
 - The medical examination shall consist but may not be limited to, examination of every body system: eyes, ears, heart, lungs, extremities, etc.
- B. When drug testing is required, the Company shall administer a 10 panel drug test, unless otherwise specified, and submit results within 2 days of the test. Additional time needed for specific situations will be mutually agreed upon.
- C. The Company shall agree that on occasion, additional days or extended hours may be required to meet the City's hiring deadlines.
- D. The Company shall specify if they require appointments, or take walk-ins, and days and hours of operation.
- E. The Company shall specify all testing locations if more than one location;
- F. The Company shall submit, within one day of the medical exam, a form indicating whether the individual passed or failed the medical exam. Additional time needed for specific situations will be mutually agreed upon.
- G. The Company shall submit an itemized invoice for each physical performed with the individual medical tests/drug tests listed and the cost for each test and a total of the entire medical exam per candidate.
- H. The Company shall advise how results will be obtained by the City: fax, e-mail or by logging into a secure website.
- I. The Company will be paid monthly in accordance with the number of physicals performed for that pay period.

- J. The Company shall provide three references demonstrating experience working with large volume employers.
- K. The Company shall specify if they have experience conducting police and firefighter exams, and if so, for which police and fire municipalities.
- L. The Company shall, when the City is processing a Police Officer or Firefighter Academy class, provide a more comprehensive medical exam in accordance with requirements as set forth by the City of Buffalo, Municipal Police Training Council <http://criminaljustice.state.ny.us/legalservices/mptc regs.htm> (for Police Officer candidates), and NFPA 1582 Guidelines www.nfpa.org (for Firefighter candidates).
- M. The Company shall, when the City is testing entrance-level Police Officer and Firefighter candidates, or any other large group of candidates for a hiring period, schedule multiple medical exams/drug tests over a 5 – 10 day period or as the case may be.
- N. The Company shall administer a more comprehensive medical exam to any other candidate as the case may be, as requested.
- O. The Company shall provide reports, documents and testimony if needed in any litigation matter which may arise with regard to this contract that involves the City of Buffalo.
- P. The Company shall advise what supervisory trainings are available and for what topics regarding reasonable suspicion testing, etc.
- Q. The Company shall administer other medical exams, i.e. hearing tests, etc. as required, and may receive payment for such services from other city departments.
- R. The company shall submit, with the bid proposal, a list of tests and associated fees listed below of required medical tests for new hire Police Officer, Firefighter candidates and addition medical test for all candidates that may be required for pre-employment.

List of Required Medical Testing (including but not limited to) the following:

Police Officer New Hire Candidates

Candidate evaluations are conducted following the ACOEM *Guidance for the Medical Evaluation of Law Enforcement Officers and the Municipal Police Training Council guidelines*:

- 1. Cadet H&P (following ACOEM and MPTC Guidelines)
 - i. Includes prior occupational exposure history

- ii. Vital signs (blood pressure, pulse, respiration rate)
 - iii. HEENT
 - iv. Neck
 - v. Cardiovascular
 - vi. Pulmonary
 - vii. GI
 - viii. GU
 - ix. Lymphatics
 - x. Neurological
 - xi. Musculoskeletal
2. Vision Screening (acuity, color, strabismus)
 3. EKG with interpretation
 4. PPD (with 48-72hrs post placement)
 5. Audiometric screen
 6. Urine dip stick with reflex
 7. Drug Test (10 panel)

Fire Fighter New Hire Candidates

Candidate evaluations are conducted following NFPA 1582 Guidelines and are conducted prior to participation in department emergency response activities.

Candidates that do not meet the physical standards to perform the Essential Job Tasks outlined in NFPA 1582 will be identified.

1. Medical History and Physical Examination
 - i. Includes prior occupational exposure history
 - ii. Vital signs (blood pressure, pulse, respiration rate)
 - iii. HEENT
 - iv. Neck
 - v. Cardiovascular
 - vi. Pulmonary
 - vii. GIGU
 - viii. Lymphatics
 - ix. Neurological
 - x. Musculoskeletal
 - xi. Skin
2. Vision Screening (acuity, color, strabismus)
3. Pulmonary function per ATS guidelines
4. Qualitative Fit testing including medical clearance (N95)
5. Quantitative Fit testing for SCBA using Portacount
6. Urinalysis with reflex micro
7. CBC with differential
8. Electrolyte panel with renal function

9. LFT's
10. Lipid profile
11. PSA (age over 50yrs)
12. Audiogram
13. Electrocardiogram
14. PPD

New hire Firefighter candidates receive Hepatitis A and Hepatitis B vaccination (in combination or individually):

- A. Hepatitis B vaccination (requires 3 dose series)
- B. Hepatitis A vaccination (requires 2 doses)
- C. Twinrix (combination Hep A & B. 3 doses required)

Additional Testing for all candidates that may be required for the performance of specific job duties:

- a. Audiogram
 - b. Return to work/Fitness for Duty exam
 - c. DOT physical
 - d. New Hire and promotional physical
 - e. 5-panel DOT
 - f. 5-panel non-DOT
 - g. 10-panel non-DOT
 - h. 16-panel non-DOT
 - i. Chest X-ray (2 view)
 - j. Fit Test with Medical Clearance (N95)
 - k. Fit Test only (qualitative or quantitative)
 - l. Pulmonary Function Testing
- S. The Company will provide a proposed fee structure for the work described. Due to the fact that the precise scope of services may vary, proposers are requested to submit flat rate or per service rate, if applicable:
- Pre-employment physicals including regular, fire and police
 - Return to work physicals
 - Reasonable suspicion testing
 - Pre-employment drug and alcohol testing (when required)
 - Volume discounts, if any
- T. The Company shall provide a CV including credentials of all practitioners who will provide any of the services specified in this RFP and advise if they are full-time, part-time or per diem.

- U. The Company shall specify if any work or labs are sent off-site for processing, and where.
- V. The Company agrees that they are an independent contractor of the Department and not an employee, and as an independent contractor, the Company shall be fully responsible for the payment of both Federal and State taxes that may be due.
- W. The Company shall comply with all applicable regulations regarding conflicts of interest.
- X. The Company shall not assign any interest in this contract, and shall not transfer any interest in the same, without prior written consent of the Department.
- Y. The City reserves the right to request additional data or information after the submittal date, if such data or information is considered pertinent in the City's sole view, to aid the review and evaluation process.
- Z. The City reserves the right to request a presentation of services and Question and Answer session for bid submitters.
- AA. This RFP does not commit the City of Buffalo or Department of Human Resources to award a contract or to pay any costs associated or incurred in the preparation of a response to this RFP. The City and Human Resources reserve the right to reject any or all proposals and or to award a contract.

The City reserves the right to insert a provision in any contract awarded allowing the City to unilaterally terminate all or part of said contract with or without cause, upon 30 days written notice.

III. REGULATIONS FOR ENTERING FORMAL PROPOSALS FOR MATERIALS, SUPPLIES, EQUIPMENT, AND SERVICES

1. METHOD OF TENDERING PROPOSALS.

(A) ALL BIDDERS MUST TENDER THEIR PROPOSAL ON THE FORM FURNISHED WITH THESE SPECIFICATIONS and shall execute the form in ink or typewriter, without alteration or additions of any kind. Any deviation or minor points of variance shall be specifically shown and stated in the space provided on the bid sheet or on a separate sheet of paper, and only those deviations or minor variations contemplated or permitted thereby will be considered.

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

(C) All bidders must submit with their bid 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 bidder will work toward a business utilization goal for minority business enterprise of 25% and woman business enterprise of 5%.

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

2. QUALIFICATIONS FOR BIDDER.

Ordinarily, proposals are not considered from bidders on supplies, material or equipment, if the bidder 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 bid shall be accepted from any person or corporation that is in arrears to the City upon any debt or contract.

3. CONTRACT AND BOND.

(A) The successful bidder will be required to enter into a contract.

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 Contractor 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.

6. GENERAL.

(A) The Contractor will not be allowed to take advantage of any errors or omissions. The Director of Purchase reserves the right to reject any and all bids 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 bidder shall apply to the Director of Purchase for such information.

(C) These regulations, specifications, invitation for bids, 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 bids.

7. TITLE.

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

8. ASSIGNMENT AND SUBCONTRACTING

Pursuant to Section 408 of the City Charter, no contractor awarded a contract pursuant to bids shall assign or subcontract any part of such contract to any person, firm or corporation by whom a proposal was submitted to the City for the same contract. In any event, no contractor shall assign, transfer or otherwise dispose of the within contract, or any part thereof, or any right, title or interest thereunder, without the prior written consent of the Director. Any such purported action without such consent shall be null and void.

9. SUBCONTRACTOR LIST.

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

10. 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.

11. DELIVERY DATE, PENALTIES AND EXTENSIONS OF TIME.

The delivery date shall be considered by the Director of Purchase and/or the Commissioner of Human Resources in making the award. Such delivery date shall be of the essence of the contract.

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

complete delivery within the specified time, but such liability shall continue in full force against the contractor and/or supplier as if such permission had not been granted.

In order to avoid all controversy in the determination of actual damages or expenses to the City for the delay in completion of the contract by reason of the City's election not to terminate the right of the contractor and/or supplier to proceed with the completion of the contract, the contractor and/or supplier and their surety shall be liable for and shall pay or allow to the City a sum equal to one percent (1%) of the total amount of the 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 Director of Purchase and/or the Commissioner of Human Resources no later than five (5) calendar days prior to the specified delivery date for an extension of time to complete delivery and the Director of Purchase and/or the Commissioner of Human Resources 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 Director of Purchase.

12. NON-COLLUSIVE BIDDING CERTIFICATION.

If the bidder 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 bid shall be considered for an award nor will any award be made to a bidder 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 bidder cannot make the foregoing certification, the bidder shall so state and furnish with the bid a signed statement which sets forth in detail the reasons therefore. In such event the bid shall not be considered for award nor shall any award be made unless the Director of Purchase determines that such disclosure was not made for the purpose of restricting competition. In this connection, it should be noted that the fact that a bidder 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 bid, does not constitute, without more, a disclosure to any other bidder or to any competitor within the meaning of the non-collusive certification included in the form of proposal.

13. 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.

IV. AGREEMENT PERIOD

The agreement period shall be from date of award to 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 to 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 without cause upon thirty (30) days notice to the Contractor.

V. INDEMNIFICATION AND INSURANCE REQUIREMENTS

Any contract or agreement entered into under or pursuant or related to this request for proposal shall contain:

- i. Provisions in form and substance acceptable to the City's Corporation Counsel under which the contractor shall indemnify and hold the City and Human Resources harmless for all matters arising out or related to said contractor's services.
- ii. Provisions in form and substance acceptable to the City, Human Resources, and the City's Corporation Counsel under which the contractor shall be required to maintain insurance coverage for the duration of the Contract including but not limited to:
 1. Worker's Compensation Insurance
 2. Professional Liability insurance in the amount of \$1,000,000.
 3. General Liability Insurance (included but not limited to, contractual liability, bodily injury and property damage) in the amount of \$1,000,000 per occurrence, \$2,000,000 in aggregate. The City of Buffalo must be named as an additional insured and Certificate Holder.
- iii. Other such provisions as are acceptable to the City, Human Resources and the City's Corporation Counsel.

VI. MISCELLANEOUS REQUIREMENTS

Each proposal shall be typed or printed double-spaced on an 8-1/2" x 11" paper. **Proposals should be received no later than 11:00 A.M., local time, November 22, 2017. Fax bids will not be accepted.**

An original and seven (7) copies of the proposal and one (1) CDROM or Flash Drive containing an Adobe Portable Document Format (PDF) version of the proposal shall be submitted no later than 11:00 A.M., November 22, 2017, to:

**Gladys Herndon-Hill, Commissioner of HR
City of Buffalo,
Department of Human Resources
65 Niagara Square, Room 1007 City Hall
Buffalo, New York 14202-3302**

Proposals shall not be returned and will become the property of the City once submitted.

Expenses incurred in the preparation of proposals shall be borne by the test developer with the express understanding that the test developer may not apply to the City for reimbursement for these expenses.

All documents, data, or other forms of information collected or received during the development, administration and scoring of the test, including, but not limited to, notes, memoranda, reports, computer tapes and diskettes, are to be the exclusive property of the City.

All reports, including preliminary findings, interim reports, final recommendations and the work product thereof, shall be the exclusive property of the City; and any duplication, publishing or other use thereof by any person, including the test developer, without the express authorization of the City, is strictly prohibited.

Any documents prepared by the test developer, such as training and testing material, should be printed in the jurisdiction of the test developer, or in a place other than the City of Buffalo or County of Erie. Where the jurisdiction of the test developer is within the City of Buffalo or the County of Erie, the test developer must notify the City of its need procure alternative printing arrangements.

The test developer agrees that all information about the candidates gathered in the testing process and all reports generated from that information will be kept strictly confidential, with information to be disclosed solely to the city's authorized representatives as set forth herein. The test developer further agrees to take all reasonable steps to safeguard the confidentiality of all candidate information, including but not limited to keeping hard copies of documents in secure areas and taking appropriate steps to secure electronically stored information.

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.**

VII. JURISDICTION

For all purposes of any contract or agreement entered into under or pursuant or related to this request for proposal, the parties submit themselves to the jurisdiction of the Supreme Court of the State of New York, County of Erie, and consents that any and all litigation shall be in such Court.

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 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.

NON-COLLUSION BIDDING CERTIFICATION

PROJECT NAME: _____

PROPOSALS DUE DATE: _____

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

I am the, _____, with the _____
(Title) (Company Name)
located at _____ am familiar with the enclosed
(Company Address)

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

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

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

Dated: _____

Name:
Title:

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.

Company Name: _____

Signature _____

Date: _____

FORM 2A – BIDDERS 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-2A

MEDICAL EXAMINATIONS FOR NEW EMPLOYEES AND RETURNING
CURRENT EMPLOYEES FOR THE CITY OF BUFFALO, DEPARTMENT OF
HUMAN RESOURCES DIVISION OF CIVIL SERVICE



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 Proposal/Contract:	
Identifying City Contract or Project Number:	
Start and End Dates of Contract:	

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

A) Are 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: _____