



CITY OF BUFFALO
NEW YORK
DEPARTMENT OF PERMITS AND INSPECTIONS SERVICES
DIVISION OF PURCHASE
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BUFFALO, NY 14202
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**REQUEST FOR PROPOSALS
ASBESTOS AIR SAMPLING AND PROJECT
MONITORING SERVICE
FOR THE DEPARTMENT OF
PERMIT AND INSPECTION SERVICES**

- ❖ ISSUE DATE: NOVEMBER 3, 2016
- ❖ QUESTION SUBMISSION DEADLINE: NOVEMBER 17, 2016
- ❖ ANSWERS POSTED TO CITY OF BUFFALO WEBSITE (WWW.CITY-BUFFALO.COM/BIDS): NOVEMBER 28, 2016
- ❖ PROPOSAL SUBMISSION DATE: DECEMBER 12, 2016

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All Appendices Must Be Completed and Returned with your Proposal:

Appendix 1: Non-Collusion Certification

Appendix 2: Living Wage Commissioner Application for Contract with the City of Buffalo

Appendix 3: Form 2A- Bidders Affirmative Action Statement

SECTION 1 - GENERAL INSTRUCTIONS

The City of Buffalo, through its' Permits & Inspection Services Department ("City"), has issued this Request for Proposals (RFP) seeking proposals from qualified consultants to provide professional services which include, but are not limited, asbestos air sampling, lead and mold sampling and project monitoring services and reporting on an as needed basis. The City invites all firms with prior demonstrative experience in providing such services to submit a proposal for the City's consideration.

1.1 General Invitation

Interested Offerors shall submit their proposal to the Division of Purchase by no later than December 12, 2016 at 11:00 a.m. Offerors shall not submit more than one proposal. Proposals shall be sealed and clearly labeled on front of package "**ASBESTOS AIR SAMPLING AND PROJECT MONITORING SERVICES**" and delivered 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 a.m. on December 12, 2016. 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 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, or in their providing any additional information considered necessary by the City in the evaluation of their proposal, shall be borne by the Offeror with the express understanding that the Offeror may not apply to the City for reimbursement for these expenses. Proposals received after the deadline will not be considered. All proposals become the property of the City.

Proposals must be completed in accordance with the requirements of the Request for Proposals. No amendments or changes to proposals will be accepted after the closing date and time. No proposals shall be accepted after the stated deadline. The City reserves the right to reject any or all proposals.

Any material misrepresentation made by an Offeror may void their proposal and eliminate the Offeror's proposal from further consideration. Any proposal that is based upon violation of federal, state or local law, or deemed by the City, in its sole discretion, to be non-responsive will be eliminated from consideration.

1.2 Schedule

Listed below are anticipated target dates and relevant times by which actions related to this Request for Proposals will be completed. In the event that there is any change or deviation

from this schedule, such change will be posted on the City's website.

<u>EVENT</u>	<u>DATE</u>
Issuing of Request for Proposals	November 3, 2016
Written Questions from Offerors Due	November 17, 2016
Responses to Questions posted on City website	November 28, 2016
Proposals Due by 11:00 A.M.	December 12, 2016

1.3 Request for Proposals Review, Additional Information and Questions

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

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

For purposes of this solicitation, the City's designee is James Comerford, Commissioner of the Department of Permit & Inspection Services. **Questions regarding the Request for Proposals shall be directed to the City's designee only.** Any impermissible contact with any other City officer or employee of the City regarding the Request for Proposals during this procurement period shall result in the rejection of any such Offeror's proposal. Offerors shall communicate in writing only via email to the email address listed in the Request for Proposals. No other communications with the City's designee regarding the Request for Proposals are permitted during the procurement period.

All questions, requests for clarification or additional information must be sent by email to James Comerford at jcomerford@city-buffalo.com with a cc' to Holly McNamara at hmcnamara@city-buffalo.com and must be received no later than November 17, 2016 by 4:00 p.m. Offerors shall not communicate with the City's designee via any other method or outside of the time period set forth herein.

Questions received from all Offerors will be answered and shared with all Offerors via the City's website at www.city-buffalo.com/bids on November 28, 2016. No other officers, employees, or representatives of the City are to be contacted regarding this Request for Proposals. The City accepts no responsibility for, and the Offeror agrees not to rely upon, any verbal or written statements or representations from any other person, whether or not employed by the City.

The City may, in its sole discretion, also elect to provide both the question(s) and the written answer(s) to all known Offerors via e-mail. Offerors are solely responsible for ensuring that the City has accurate contact information, including e-mail address 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 Request for Proposals at any time prior to the deadline for submission of the proposals. In the event that it becomes necessary to revise or expand upon any part of this Request for Proposals, all addendums, amendments, and interpretations will be made in writing and posted on the City's website at www.city-buffalo.com/bids. In addition, the City may mail or fax to all who are known by the City to have received the Request for Proposals. It is the sole responsibility of the Offeror to ensure that the City has accurate contact information and to review the website for any such addendums, amendments, interpretations and/or modifications.

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

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

1.5 Proposal Format

Offerors are advised to adhere to the submittal requirements of the Request for Proposals as specified herein. Failure to comply with the instructions of this Request for Proposals may be cause for rejection of the noncompliant Proposal. Offeror must provide information in the appropriate areas throughout the Request for Proposals. Submission of an offerors proposal in response to this Request for Proposals constitutes acceptance of all requirements outlined in the Request for Proposals.

Seven (7) proposals, one (1) original and six (6) copies, must be prepared on 8" X 11" letter size paper, printed double-sided, and bound on the long side. One (1) CDROM or Flash Drive containing an Adobe Portable Document Format (PDF) version of all proposal materials must also be provided. All proposals should be electronically generated and the original printed and signed in ink. Each page of the Proposal must be numbered in a manner so it can be uniquely identified. Legibility, clarity and completeness are required.

The proposal must be signed by individual(s) legally authorized to bind the Offeror and must contain a statement that the proposal and the prices contained therein will remain firm for a

period of one hundred eighty (180) days after receipt by the City. In addition, Offeror must state whether it is willing to hold pricing beyond this period, and if so, for how long.

SECTION 2 - REQUIRED CONTENT

2.1 Cover Letter

All Offerors or their authorized representative shall prepare and sign a cover letter. Submission of the letter shall constitute a representation by the Offeror that it is willing and able to perform the services described in the Request for Proposals and their proposal.

The cover letter must explain the Offeror's understanding of the City's intent and objectives and how the Offeror's proposal would achieve those objectives. It must discuss the Offeror's plan for implementing and monitoring the solicited services, approach to project management, strategies, tools and safeguards for ensuring performance of all required services, equipment, software and firmware considerations, training and ongoing support, and any additional factors for the City's consideration.

2.2 Company Profile

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

1. Name, mailing address, email address, telephone number and fax number of the primary contact person for firm;
2. A brief description of firm, including the number of years in business, major business lines, major markets served, company history, relevant operating segments, primary vision and strategy, number of employees, office locations and any Joint Venture Partners;
3. Offeror must furnish a resolution or some other form of authority, signed by a Chief Executive Officer, Corporate Secretary, or managing partners, which lists the specific officers who are authorized to execute agreements on behalf of the firm;
4. Financial details demonstrating your firm's financial capacity to undertake and complete the project as proposed;
5. Offeror must provide a summary of the professional qualifications and experience of all team personnel who will be provide the services described in this Request for Proposals. For each person identified, describe the following information:
 - a) Provide a listing of certified personnel by discipline, areas of expertise and years of experience;
 - b) Resumes for each key personnel;

- c) Copies of all certifications for team personnel relevant to the work to be performed;
- d) Identify each member of the project team (asbestos, lead and mold) including, but not limited to the following:
 - i.) Project Manager
 - ii.) Abatement Designer
 - iii.) Asbestos Handler
 - iv.) Inspection personnel – (asbestos, lead and mold)
 - v.) Project Monitor personnel
 - vi.) Asbestos Project Air Sampling Technician
- e) Laboratory Analysis
 Must provide the names of each laboratory to be utilized, including certifications, and demonstrate that each laboratory listed has at least two (2) years of experience in providing asbestos and environmental related analysis and are accredited by the New York State Department of Health – Environmental Laboratory Approval Program (ELAP) specifically for the procedures being used.

2.3 Solution Description

Each Offeror must submit a comprehensive and detailed description of the process by which it will perform the services described in this Request for Proposals. Offerors are free to make recommendations of any additional features that they deem may be beneficial to the City meeting or exceeding its goals.

All proposals must include anticipated costs and the anticipated timeline for completion. Each Offeror must provide an estimate of what resources or equipment the City will have to apply to successfully implement their proposed solution. This estimate must, at a minimum, identify the reason, type and applied manpower hours that the Offeror expects the City to provide.

2.4 Deployment Plan

Offeror must include a comprehensive and detailed deployment plan for providing the solicited services. Each proposal must contain the Offeror proposed project management methodology that will be used to execute their proposed deployment plan. At a minimum, each proposal must contain the following information:

- A. Inspection Protocol
 - 1.) Provide a copy of your firm’s inspection protocols for :
 - a. Asbestos Inspections
 - b. Lead-based Paint Inspections & Risk Assessments
 - c. Mold/Microbial Contamination Inspection
- B. Cost Control and Estimating Effectiveness

- 1.) What control techniques are planned?
- 2.) Who will be responsible for control?
- 3.) Review recent projects to demonstrate ability to meet project abatement goals; and any additional costs caused by assessment deficiencies- not program changes.

2.5 *Dedicated Resources*

Each proposal must contain a description of the facilities, equipment, personnel, communication technologies and other resources that Offeror will make available to the City for purposes of the implementation and successful completion of the proposed services.

2.6 *References*

Each Offeror must provide a minimum of three (3) client references, providing similar asbestos, lead, and mold consulting services described in this solicitation.

Provide in tabular format a list of at least (3) completed projects for each of asbestos, lead-based paint and mold/microbial contamination inspections, abatement/remediation design and project/air monitoring. Offerors should include projects that demonstrate their proficiency with both NYS DOL and EPA regulations.

References must identify Offeror's staff members that worked on each project, budget, schedule and project summary. Descriptions should be limited to one page for each project. Experience will not be considered unless complete reference data is provided. At a minimum, the following information must be included for each client's reference:

- a. Client name, address, contact person name, telephone, and fax number;
- b. Description of services provided similar to the services outlined in this Request for Proposals;
- c. Nature and extent of Offeror's involvement as the prime contractor;
- d. Identify services, if any, subcontracted, and to what other company;
- e. Total dollar value of the contract;
- f. Contract term (start and expiration).

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

2.7 *Asbestos Air Sampling and Project Monitoring Services Pricing Sheet*

Each proposal must contain a completed and executed Asbestos Air Sampling and Project Monitoring Services Unit Pricing Sheet. Any proposal that is received by the City that does not contain the completed and executed pricing sheet will be rejected from consideration for this solicitation.

SECTION 3 - CITY OF BUFFALO'S RESERVATION OF RIGHTS

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

Upon submission of a proposal in response to this Request for Proposals, 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 Request for Proposals and for participating in this procurement process shall be borne solely by the Offeror.
2. The City reserves the right, in its sole discretion, to reject for any reason any and all responses or components thereof and to eliminate any and all Offerors responding to this Request for Proposals from further consideration for this procurement.
3. The City reserves the right, in its sole discretion, to reject any Offeror that submits incomplete responses to this Request for Proposals, or proposal that is not responsive to the requirements of this Request for Proposals.
4. The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this Request for Proposals, or otherwise request additional information.
5. All proposals in response to this Request for Proposals shall become the property of the City and will not be returned.
6. All proposals in response to this Request for Proposals shall constitute public records subject to disclosure.
7. The City may request that Offerors personally attend or send representatives to the City for interviews and a demonstration of Offeror's proffered services.
8. Any and all proposals in response to this Request for Proposals that are not received by the Division of Purchase by 11:00 a.m. December 12, 2016 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 Request for Proposals.

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

1. To waive irregularities and/or minor non-compliance by any Offeror with the requirements of this Request for Proposals;
2. To request clarification and/or further information from one or more Offerors after 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 Request for Proposals or the Offeror's proposal based on the prices submitted;
5. To determine that any proposal received in response to this Request for Proposals complies or fails to comply with the terms set forth herein;
6. To determine whether any perceived or actual conflict of interest exists that would affect or impair the award of any contract arising from this Request for Proposals to an Offeror;
7. To waive any technical non-conformance with the terms of this Request for Proposals;
8. To change or alter the schedule for any events called for in this Request for Proposals;
9. To conduct investigations of any or all of the Offerors, as the City deems necessary or convenient, to clarify the information provided as part of the proposal and to request additional information to support the information included in any proposal;
10. To suspend or terminate the procurement process described in this Request for Proposals at any time. If terminated, the City 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 Request for Proposals.

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 4 - PURPOSE AND SCOPE OF PROPOSAL

The City is seeking proposals from qualified Offerors to provide professional services which include, but are not limited to, asbestos, lead and mold survey work, project monitoring, sampling, laboratory services and reporting.

Offerors must be duly licensed and certified at the time of submission of their proposal, including throughout the award of any contract arising from this solicitation and any renewals or extensions thereof, in accordance to Article 30 and Article 32 of New York State Labor Law and the Environmental Protection Agency. Offerors shall submit together with their proposal a copy of their New York State issued licenses and certifications for the firm and the licenses and training certificates for each of its' personnel that may be assigned to perform duties for the City. The successful Offeror shall not permit any of its personnel with an expired license or a training certification to perform work for the City. Offerors shall ensure that the City maintains a current copy of all such required licenses and training certificates for its personnel throughout the life of any contract arising from this solicitation, including any renewals or extensions thereof.

If selected, the successful Offeror will, on an as needed basis, be called upon by the Commissioner of Permit & Inspection Services, or his designee, to provide the requested services. Offerors shall possess sufficient resources to ensure that the demands for the City's Department of Permit & Inspection Services will be met on a timely basis and at the very highest level of skill and expertise on both a routine and emergency basis.

Offerors must be available to conduct air monitoring and testing services within twenty-four (24) hours of receiving notice from the Commissioner of Permit & Inspection Services or his designee via email or telephone. For any emergency demolition or emergency asbestos activity, Offeror must be available within one (1) hour of notice being provided by the Commissioner of Permit & Inspection Services or his designee. At the conclusion of the visual site inspection, the report must be submitted to the Commissioner of Permit & Inspection Services within twenty-four (24) hours for emergency services, or within a week of samples being attained for non-emergency situations.

Offeror shall comply with any and all applicable federal, state and local laws, rules and regulations including, but not limited to, those promulgated by the NYS Department of Labor (NYS DOL) and Environmental Protection Agency (EPA) in the performance of their duties.

The successful Offeror shall also be responsible for performing the following duties:

- Conducting asbestos surveys before demolitions that are bid by Permits & Inspections and performed by City of Buffalo licensed demolition contractors and conducting visual inspections before, during, and after asbestos and lead abatement/ demolitions that are bid by Permits & Inspections, and performed by licensed demolition contractors. The successful Offeror shall be responsible for documenting adequacy of engineering controls, proper work methodologies, and containment cleanliness;

- Collection of baseline air samples prior to commencement of asbestos abatement activities/demolition bid by Permit & Inspections and conducted by City of Buffalo licensed demolition contractor. The successful Offeror shall be responsible for processing air samples during abatement activities/demolition bid by Permits & Inspections, and Offeror shall conduct final clearance air samples upon completion of abatement activities/demolition bid by Permits & Inspections;
- Collection of baseline air and surface wipe samples from lead abatement work areas prior to commencement of lead abatement activities/demolition that are bid by Permits & Inspections and conducted by licensed demolition contractors. The successful Offeror shall process air samples during abatement activities/demolition and final clearance surface wipe samples upon completion of abatement activities/demolition that are bid by Permit & Inspections and conducted by City of Buffalo licensed demolition contractors;
- Analyzing asbestos air samples on-site by phase contrast microscopy (PCM) using NIOSH 582 equivalent trained staff;
- Analyzing lead air and surface wipe samples using flame atomic absorption spectrometry (AAS).
- Performing lead inspections, risk assessment and lead clearance evaluations;
- Performing mold assessment, air sampling analysis and bulk sample analysis;
- Performing PCB sample analysis;
- Performing EPA HAZMAT 8270 SVOC and HAZMAT 8021 analysis;
- Preparation and submission of written copies of the asbestos activity/demolition project close-out report in an electronic format that includes, but may not be limited to, the following information:
 - ✓ Executive Summary
 - ✓ Regulatory Notifications
 - ✓ Notices of Completion
 - ✓ Consultant Daily Reports
 - ✓ Consultant Inspection Reports
 - ✓ Air Monitoring Results and Chains of Custody
 - ✓ Contractor Submittals and Daily Logs
 - ✓ Contractor's Training Certificates
 - ✓ Copies of Hazardous and Non- Hazardous Waste Manifests

SECTION 5 - EVALUATION AND SELECTION PROCESS

The process for selecting a successful proposal(s) from this Request for Proposals will be an open and competitive process. The professional services sought herein are not subject to New York State competitive bidding requirements. Therefore, while total costs will be considered in the award of any contract arising from this Request for Proposals, it is not the determining factor. The lowest cost of any proposal may not necessarily be selected.

The City intends to award a contract to the Offeror whose proposal it deems to be in the best interests of the taxpayers. The City is under no obligation to award any contract in whole or in part, and it reserves the right, in its' sole discretion, to cancel this Request for Proposals at any time before or after closing, without providing reasons for such cancellation. If only one proposal is received, the City reserves the right to reject it.

5.1 Evaluating Proposals

Proposals received in response to this Request for Proposals will be reviewed by an Evaluation Committee (EC) consisting of representatives from the departments of Administration, Finance, Policy & Urban Affairs, Permit & Inspection Services and representatives from any other relevant City department.

5.2 Evaluation Criteria

The EC will evaluate each proposal based on the criteria outlined below:

Evaluation Factor	Weight Factor
✓ Project Team ✓ Laboratory Analysis	20%
✓ Inspection Protocol	10%
✓ Experience	10%
✓ Cost Control and Estimating Effectiveness	10%
✓ Fees	50%

SECTION 6 - GENERAL TERMS/REQUIREMENTS

6.1 Contract Award

By its issuance of this RFP, the City intends to select one (1) successful Offeror to perform the requested services. The contract, if any, awarded from this solicitation is expected to be for an initial term of two (2) year term. The City shall have the option, at its sole discretion, to renew the contract for up to three (3) additional one (1) year terms, with no change

in the contract price and terms and conditions. Each renewal shall be subject to appropriation and approval by the City.

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

The City reserves the right to contract out work to other firms at its sole discretion when deemed necessary and/or appropriate.

6.2 Indemnification/Hold Harmless

For any contract arising from this Request for Proposals, 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.

6.3 Insurance Coverage Requirements

The City of Buffalo requires insurance coverage as listed below for this service. Note: The term "Offeror" shall also include the successful Offeror, their respective agents, representatives, employees or subcontractors; and the term "City of Buffalo" (hereinafter called the "City") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions. The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or exclude the City from additional limits and coverage provided. Coverage shall be primary and non-contributory. The insurance provisions contained herein may be increased on very large or complex projects where the risk is felt to be greater by the Commissioner of Permit and Inspection Services, in his sole discretion.

All policies of insurance shall be provided by a company or companies admitted and authorized to do business in the State of New York. Before commencing the work, Offeror shall furnish to the City the certificates of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the

City. All certificates of insurance shall be subject to the approval of the Corporation Counsel of the City as to form and approval as to sufficiency by the City Comptroller.

Minimum Scope and Limits of Insurance

6.3.1 Workers' Compensation Insurance and Disability Insurance:

With respect to all operations the successful Offeror performs the 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 form. The Acord form is not acceptable. Each certificate of insurance evidencing such coverages shall be submitted by the Offeror and must name the City of Buffalo as certificate holder.

6.3.2 Commercial General Liability Insurance:

With respect to all operations the successful Offeror performs the 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 each job site or location for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification provided under the contract. Each annual aggregate limit shall not be less than two million dollars (\$2,000,000). A certificate of insurance evidencing such coverage shall be submitted by the Offeror and must name the City of Buffalo as additional insured and certificate holder.

6.3.3 Commercial Automobile Liability Insurance:

With respect to any owned, non-owned, or hired vehicles 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 by the Offeror and must name the City of Buffalo additional insured and certificate holder.

6.3.4 Professional Liability Insurance:

With respect to any damage caused by an error, omission or any negligent acts of the successful Offeror performed under the contract the Offeror shall carry Professional Liability insurance providing not less than one million dollars (\$1,000,000) of coverage per claim for any wrongful act. A certificate of insurance evidencing such coverage shall be submitted by the successful Offeror and must name the City of Buffalo as certificate holder.

6.3.5 Asbestos/Pollution Liability:

With respect to the successful Offeror's work involving asbestos and other environmentally hazardous containing materials and/or other potentially harmful materials, the successful Offeror shall provide evidence of pollution liability insurance in the amount of not

less than one million dollars (\$1,000,000). Such amount is adjustable upward in the sole discretion of the City depending upon the scope and nature of the work to be performed. A certificate of insurance evidencing such coverage shall be submitted by the successful Offeror and must name the City of Buffalo as certificate holder.

6.3.6 "Tail" Coverage:

If any of the required liability insurance is on a "claims made" basis "tail" coverage will be required at the completion of the contract for the duration of 24 months, or the maximum time period reasonably available in the marketplace. The successful 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, the successful 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.

6.3.7 Acceptability of Insurers:

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

6.3.8 Subcontractors:

The successful Offeror shall require subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the work performed by the subcontractor.

6.3.9 Aggregate Limits:

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

The premium shall be paid for solely by the successful Offeror. Deductibles and Self-Insured Retentions: Any deductible or self-insured retentions must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the successful Offeror to pay and/or to indemnify.

6.3.10 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 thirty (30) days prior written notice has been given to the City.

6.3.11 Waiver of Governmental Immunity:

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

6.3.12 Certificates of Insurance:

As evidence of the insurance coverage required for any contract arising out of this Request for Proposals, the Offeror shall furnish certificate(s) of insurance to the Department of Permit & Inspection Services prior to the award of the contract and prior to the Offeror's commencement of work under the contract. The certificate(s) will specify all parties who are endorsed on the policy as additional insureds (or Loss Payees). The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to:

James Comerford
Department of Permit & Inspection Services
65 Niagara Square
Room 324 City Hall
Buffalo, New York 14202

SECTION 7 – GENERAL REQUIREMENTS

7.1 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 Offeror shall, in all solicitations or advertisements for employees placed by or on behalf of the 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 Code and Ordinances.

7.2 Americans with Disabilities Act Compliance Provisions

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

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

7.3 General Compliance

The successful Offeror agrees to comply with all applicable Federal, State and local laws and regulations governing the services to be provided under any contract arising from this solicitation.

7.4 Performance Monitoring

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

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

7.6 Accounting Standards

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

7.7 Retention of Records

The successful Offeror shall retain all records pertinent to expenditures incurred under any contract arising from this solicitation for a period of three years after the resolution of all audit findings.

7.8 Inspection of Records

All records with respect to any matters covered by any contract arising from this solicitation 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.

7.9 Living Wage Policy

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

7.10 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-convenient or similar grounds.

7.11 Conflict and Priority

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

7.12 Ownership of Materials

Notwithstanding the Offeror's proprietary information, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, equipment or other materials resulting from any contract arising from this Request for Proposals shall constitute the property of the City. The City may use, extend, or enlarge any document produced under the contract without the consent, permission of, or further compensation to the Offeror.

7.13 Termination

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

If termination shall be without cause, the City shall pay contractor all compensation earned to the date of termination. If the termination shall be for breach of the 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 Offeror shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of the contract by the Offeror. The City may, in such event, withhold payments due to the Offeror for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Offeror, from asserting any other right or remedy allowed by law, equity, or by statute.

7.14 Prime Contractor Responsibility

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

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

7.15 Disclaimer

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

7.16 Publicity

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

7.17 Offerors Restricted

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

7.18 New York State Executory Clause

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

7.19 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 being offered in their proposal as of the date of proposal submission. 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.

7.20 Freedom of Information Law

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

CITY OF BUFFALO
DEPARTMENT OF ADMINISTRATION, FINANCE, POLICY & URBAN AFFAIRS
DIVISION OF PURCHASE
65 NIAGARA SQUARE, ROOM 1901 CITY HALL
BUFFALO, NEW YORK 14202

REGULATIONS

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

1. METHOD OF TENDERING PROPOSALS.

(A) ALL OFFERORS MUST TENDER THEIR PROPOSAL ON THE FORM FURNISHED WITH THESE SPECIFICATIONS and shall execute the form in ink or typewriter, without alteration or additions of any kind. Except for catalogs or other descriptive literature specified or requested, ANY LETTERS OR OTHER PAPERS ATTACHED TO PROPOSALS OR SUBMITTED UNDER SEPARATE COVER CONTAINING CONTINGENT CLAUSES OR MODIFICATIONS TO THESE SPECIFICATIONS WILL NOT BE ACCEPTED. Any deviation or minor points of variance shall be specifically shown and stated in the space provided on the proposal sheet or on a separate sheet of paper, and only those deviations or minor variations contemplated or permitted thereby will be considered.

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

(C) All Offerors must submit with their proposal a statement indicating that they will work toward a minority workforce goal of 25%, and woman workforce goal of 5%. In addition, a statement must be submitted indicating that the Offeror will work toward a business utilization goal for minority business enterprise of 25% and woman business enterprise of 5%.

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

2. QUALIFICATIONS FOR OFFEROR.

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

3. PATENT INFRINGEMENT.

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

4. GENERAL.

(A) The Contractor shall not be allowed to take advantage of any errors or omissions. The City reserves the right to reject any and all proposals on any or all items in the proposal and to waive any informality.

(B) Should there be any question concerning these specifications, or the intent of these specifications, the prospective Offeror shall submit their questions to the Commissioner of Permit & Inspection Services.

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

5. TAXES.

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

6. NON-COLLUSIVE BIDDING CERTIFICATION.

If the Offeror is a corporation, the execution of the non-collusive certification in the form of proposal shall be deemed to include the signing to non-collusion as the act and deed of the corporation.

No proposal shall be considered for an award nor will any award be made to a Offeror where the proposal does not include the statements as to non-collusion as set forth in the form of proposal herein, provided however, that if in any case the Offeror cannot make the foregoing certification, the Offeror shall so state and furnish with the proposal a signed statement which sets forth in detail the reasons therefor. In such event the proposal shall not be considered for award nor shall any award be made unless the Director of Purchase determines that such disclosure was not made for the purpose of restricting competition. In this connection, it should be noted that the fact that a Offeror has published price lists, rates or tariffs covering items being procured or has informed prospective customers of the proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same price as being proposed, does not constitute, without more, a disclosure to any other Offeror or to any competitor within the meaning of the non-collusive certification included in the form of proposal.

7. INQUIRIES

Pursuant to Article IX of New York State Finance Law §139-j, no Offeror shall engage in any impermissible contact with the governmental entity during the “restricted period” for this Request for Proposals. Contact shall include any oral, written or electronic communication with the governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the governmental entity’s conduct or decision regarding the governmental procurement. The “restricted period” shall mean the period of time commencing with the earliest written notice, advertisement or solicitation of a request for proposals, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from Offeror intending to result in a procurement contract with the governmental entity and ending with the final contract award and approval by the governmental entity and, where applicable, the State Comptroller. Except as otherwise permitted under State Finance Law §139-j(3), any contact with the governmental entity, other than to discuss current business with the City of Buffalo, or during the question and answer period (via email ONLY) with the person/s identified below, may result in a Offeror’s immediate disqualification. Offeror will be required to submit a Contract Certification Statement if awarded a contract.

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 proposal
or (Company Address)

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

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

- (a) By submission of this bid or proposal, each bidder 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



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, 2016, the hourly rates are \$11.63 if the worker receives health benefits from the employer and \$13.06 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, 237 Main St., Suite 1200, Buffalo, NY, 14203.

1. Company Information

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

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

3. Contract Information

Dollar Value of Your 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: _____

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

Request for Proposal Pricing Sheet
Submitted no later than December 12, 2016 by 11:00 a.m.
Term Contract for Asbestos Air Sampling and Project Monitoring Services
UNIT PRICING SHEET

Rates for Asbestos Survey Services for Building/Structure Demolition	
Garage	\$ _____
One & One and One Half Story One (1) Unit Structure	\$ _____
One & One and One Half Story & Two & Two and One Half Story Two (2) Unit Structure	\$ _____
Two & Two and one half Story, Three (3) and four (4) Unit Structure or Small Commercial	\$ _____
Large Commercial Structure	\$ _____

RATES FOR ASBESTOS AIR SAMPLING	
2 HR - BACKGROUND	\$ _____
4 HR - DAY	\$ _____
8 HR - DAY	\$ _____
2 HR - CLEARANCE	\$ _____

RATES FOR PROJECT MONITORING SERVICES	
4 HR - DAY	\$ _____
8 HR - DAY	\$ _____
VISUAL REPORT	\$ _____

LEAD & MOLD INSPECTION, ASSESSMENT & ANALYSIS RATES	
LEAD XRF INSPECTION, PER DWELLING UNIT	\$ _____
LEAD RISK ASSESSMENT, PER DWELLING UNIT	\$ _____
LEAD CLEARANCE EVALUATION, PER DWELLING UNIT	\$ _____
MOLD ASSESSMENT, PER DWELLING UNIT	\$ _____
MOLD AIR SAMPLE ANALYSIS	\$ _____
MOLD BULK SAMPLE ANALYSIS	\$ _____
PCB SAMPLE ANALYSIS	\$ _____
EPA HAZMAT 8270 SVOC ANALYSIS	\$ _____
EPA HAZMAT 8021 ANALYSIS	\$ _____
PROJECT MANAGER, PER HOUR	\$ _____

NAME OF PROPOSER _____ PHONE NO. _____
SIGNATURE _____