



CITY OF BUFFALO  
NEW YORK

DEPARTMENT OF ADMINISTRATION, FINANCE & URBAN AFFAIRS  
DIVISION OF PURCHASE  
65 NIAGARA SQUARE, ROOM 1901 CITY HALL  
BUFFALO, NY 14202  
PHONE (716) 851-5222 FAX (716) 851-5231

REQUEST FOR PROPOSALS  
FOR

**DEVELOPMENT OF A PSYCHOLOGICAL TEST FOR ENTRY-LEVEL  
FIREFIGHTERS**

**FOR THE**

**CITY OF BUFFALO, DEPARTMENT OF HUMAN RESOURCES**

DATE ISSUED: May 31, 2013

**Questions accepted until:** June 7, 2013, 4:00 P.M.

Questions posted to City of Buffalo website by June 14, 2013, 4:00 P.M.

PRE-BID CONFERENCE: June 21, 2013 at 11:00 A.M.

AT THE DIVISION OF PURCHASE

65 NIAGARA SQUARE, ROOM 1901

RFP SUBMISSION DATE: July 5, 2013 at 11:00 A.M.

CONTACT PERSON VIA EMAIL ONLY:

OLIVIA A. LICATA, Personnel specialist ii

CITY OF BUFFALO, DEPARTMENT of human resources

EMAIL ADDRESS: [olicata@city-buffalo.com](mailto:olicata@city-buffalo.com)

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

**REGULATIONS**

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

**1. METHOD OF TENDERING PROPOSALS.**

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

**(B) 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-2 is enclosed along with the Living Wage Statement. Both 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. TAXES.**

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

**8. TITLE.**

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.

**9. 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 there under, without the prior written consent of the Director. Any such purported action without such consent shall be null and void.

**10. SUBCONTRACTOR LIST.**

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

**11. NATIONALLY KNOWN CORPORATIONS.**

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

**12. DELIVERY DATE, PENALTIES AND EXTENSIONS OF TIME.**

The delivery date shall be considered by the Director of Purchase 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 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 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.

### **13. 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.

### **14. SECTION 220-E, Labor Law.**

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

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

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

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

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

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

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

The Division of Purchase adheres to strict guidelines during the procurement phase of purchase contracts per §139(J) of *State Finance Law* for materials, Request for Proposals (RFP) and service contracts as outlined below.

**1. Purchase Contracts:**

- a. All contact for vendor information is provided by the Division of Purchase staff.
- b. Pre-bid conferences are scheduled with the bidders for complex procurements that require interface with the requesting department.
- c. Samples are sent directly to the buyer for departmental evaluation.
- d. No contact directly with the requesting departments is allowed during the formal bidding process.
- e. Public bid openings are advertised and vendors are encouraged to attend to ascertain bid results.

**2. Request for Proposals (RFP)**

- a. Designated Contact for the requesting department is determined and outlined in the RFP to receive questions and provide answers to the Division of Purchase.
- b. The Division of Purchase publishes the RFP in the local newspaper and City of Buffalo website. All proposals are due to the Director of Purchase by a predetermined date and time. All proposals are time stamped. Late proposals are not accepted.
- c. Questions on the RFP are emailed to the Designated Contact. Questions and answers are compiled, sent to the Division of Purchase and posted to the City of Buffalo website.
- d. Inquiries beyond the Question and Answer deadline are denied. No further vendor contact is permitted during the procurement phase.
- e. The Designated Contact and or Division of Purchase may request additional information or clarification from all or some vendors.
- f. Requesting departments are encouraged to contact the Division of Purchase when questionable or inappropriate contact is made.
- g. If Impermissible contact is made with the Designated Contact or Division of Purchase, it should be referred to the Director of Purchase for review and investigation with the Law Department.
- h. Upon any contact (attempt to influence) in the restricted period, the Designated Contact or Division of Purchase shall complete a Record of Contact obtaining specific information. The recorded contact shall become part of the procurement record.

# **REQUEST FOR PROPOSALS**

## **DEVELOPMENT OF A PSYCHOLOGICAL TEST FOR ENTRY-LEVEL FIREFIGHTERS**

### **FOR THE**

### **CITY OF BUFFALO, DEPARTMENT OF HUMAN RESOURCES**

PROPOSALS IN SEALED ENVELOPES, marked "FORMAL PROPOSAL FOR THE DEVELOPMENT OF A PSYCHOLOGICAL TEST FOR ENTRY-LEVEL FIREFIGHTER FOR THE DEPARTMENT OF HUMAN RESOURCES", addressed to the Director of Purchase, 65 Niagara Square, Room 1901, Buffalo, New York 14202, will be received until JULY 5, 2013, AT 11:00 A.M.

THE CITY OF BUFFALO, DIVISION OF PURCHASE IS REQUESTING PROPOSALS FOR THE DEPARTMENT OF HUMAN RESOURCES TO SECURE SERVICES IN PROVIDING THE DEVELOPMENT OF A PSYCHOLOGICAL TEST FOR ENTRY-LEVEL FIREFIGHTER AS, OUTLINED IN THE ATTACHED SPECIFICATIONS.

ALL QUESTIONS ON THIS PROPOSAL MUST BE SUBMITTED IN WRITING VIA EMAIL NO LATER THAN 4:00 P.M. EST JUNE 7, 2013, TO:

OLIVIA LICATA, PERSONNEL SPECIALIST II  
CITY OF BUFFALO, DEPARTMENT OF HUMAN RESOURCES  
EMAIL: [OLICATA@CITY-BUFFALO.COM](mailto:OLICATA@CITY-BUFFALO.COM)

A PRE-BID CONFERENCE WILL BE HELD AT 11:00 A.M., ON JUNE 21, 2013, AT THE DIVISION OF PURCHASE, 65 NIAGARA SQUARE, ROOM 1901 CITY HALL, BUFFALO NEW YORK.

RFP RESPONSE DUE DATE: JULY 5, 2013 @ 11:00 A.M.

**The outside of each sealed envelope or package should be labeled:**  
**Proposal Enclosed**  
**Development of a Psychological Test for Entry Level FIREFIGHTERS**  
**RFP Due:** \_\_\_\_\_  
**Submitted by:** \_\_\_\_\_  
**Package** \_\_\_\_ **of** \_\_\_\_\_

**It is the responsibility of all bidders to check the City of Buffalo web site for any updates [www.city-buffalo.com](http://www.city-buffalo.com)**

## **I. INTRODUCTION**

The City of Buffalo and its Department of Human Resources/Civil Service (hereinafter “the City”) are requesting proposals for a qualifying Psychological Test for entry-level selection of Firefighters.

The City intends to conduct a pre-employment psychological evaluation of each applicant who is tendered a conditional offer of employment, consistent with the guidelines of job suitability for First Responders, specifically firefighters, where applicable. The evaluation is to include two components: 1) written test/s as appropriate; and 2) individual interviews. The test developer should explain in narrative form the reason for the tests chosen to administer and may use any established guidelines to support these exams.

The testing entity shall provide professional and technical services to produce materials, procedures, and reports that will satisfy professional standards and prevailing guidelines in the field of personnel management and selection. The testing instruments and procedures must conform to Title VII of Chapter 42 of the United States Code, the Uniform Guidelines on Employee Selection Procedures, and the Americans with Disabilities Act. To this end, the testing procedure must be free from non-job related factors which might function as biases against any group on the basis of race, color, religion, sex, age, national origin, or any other classification protected by law.

The testing entity must comply with all HIPAA regulations.



## **II. DEVELOPMENT**

1.) The test developer will obtain data regarding the attributes considered most important for effective performance of the duties of an entry-level Firefighter from such sources, as the developer, in its professional judgment, deems appropriate. Proposals should include the test developer's plan for gathering this data, and if they have done this evaluation for Firefighters previously, and for what municipalities. The City will make available to the test developer the results of a job analysis for entry-level Firefighter that is currently being performed as part of the development of a new selection procedure for that position.

2.) The test developer will provide the City of Buffalo with any relevant Department of Justice or other State or Federal court ruling relative to the testing of candidates for suitability as firefighters, including any adverse impact studies and commentaries from same.

3.) The test developer will develop and submit a preliminary written test to the City to review the appropriateness of individual questions and the test as a whole.

The test developer will develop and submit a preliminary interview form and questions.

4.) The test developer must submit an interim report to the City to include those reviews and actions taken to remedy or respond to noted deficiencies.

5.) The test developer must prepare any other test materials required by the test design and must submit to the City three (3) unbound copies of the edited

final test for review; receive from the City suggestions for changes, revisions, deletions or substitutions of questions; and make all changes deemed necessary.

### **III. TEST ADMINISTRATION**

- 1.) The City and the testing entity shall work together to administer the written test in accordance with procedures developed by the testing entity and approved by the City to assure maximum protection of the security of the tests and test content.
- 2.) The City shall provide guidelines for seating, environmental controls, comfort facilities and rest breaks.
- 3.) In coordination with the testing entity, the City and testing entity shall provide test staff with comprehensive training concerning the receipt, storage and return of material as well as other test security procedures. The testing entity will be responsible for transporting and disposing of all exam material, used and unused, if needed.
- 4.) The City will recruit testing staff (monitors) for administration of the test, if needed. The testing entity will issue checks for payment to the monitors and should include payment of monitors in its proposals. The City will calculate the amount that monitors will be paid.

### **IV. INTERVIEWS**

- 1.) The testing entity will conduct individual, face-to-face interviews with candidates, using a semi-structured, job-related interview format. The interviews

will cover appropriate background information and verification of the results of the written test.

**V. REPORTING**

1.) The testing entity shall provide the City with a written report that evaluates the suitability of each candidate for an entry-level Firefighter position, based upon an analysis of all the psychological material, including test data and interview results. The report should discuss each candidate's ability to perform the essential functions of an entry-level Firefighter. Conclusions concerning a candidate's qualifications should be based on consistencies across data sources rather than on a single source.

2.) The report should contain a rating and/or recommendation for employment based upon the results of the screening, justification for the recommendation and/or rating, and any reservations that the psychologist might have regarding the validity or reliability of the results.

3.) If an evaluation method is proposed that uses a specific cut-off score, the report should acknowledge the use of the cut-off score and the basis for using the specific score.

4.) The report should include a clear disclaimer so that the evaluation of the candidates' current emotional and behavioral traits or suitability for the position will not be deemed valid after a specific period of time.

5.) The testing entity shall also provide the City with an analysis of the adverse impact, if any, of the testing procedure.

6.) The testing entity will be expected to respond to appeal requests as a part of their pricing in their proposal. The testing entity can be expected to supply the City with summary reports during an appeal process, in addition to the full report already provided to the City.

## **VI. PROPOSAL CONTENT**

1.) The proposal should include a detailed description of the testing entity's plan for obtaining data regarding the attributes considered most important for effective performance of the duties of an entry-level Firefighter and a time line for that process. The proposal should describe the type of written test that is proposed and a time-line for completion of the final test to be used. The proposal should also include a description of the proposed validation strategy for the testing procedure as a whole.

2.) Any requirements for city-furnished personnel, materials or facilities.

3.) Identification of the individuals who will carry out the project (including both the written test component and the interview component), delineation of their roles and estimation of individuals allocated time by task (including their hourly rate and total time allocated).

4.) Job descriptions and/or resumes of the personnel who will carry out the essential work of the project. Describe the past experience of the testing entity in

similar or comparable projects. The licenses and/or certifications held by each individual who will be involved in the project should be included.

5.) Cost Proposal - Itemize costs of the proposed project and provide cost estimates for each major stage of development. The cost proposal should also estimate the cost for developing alternate forms of the test, which may be administered in subsequent years. Cost for court appearances, meetings, etc should also be itemized in the cost proposal.

6.) Questions regarding this request for proposal must be submitted in writing via email no later than 11:00 A.M. EST ON June 7, 2013, and directed to:

OLIVIA A. LICATA  
PERSONNEL SPECIALIST II  
City of Buffalo Department of Human Resources  
[olicate@city-buffalo.com](mailto:olicate@city-buffalo.com)

No questions will be accepted past the above date.

7.) 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.

8.) This RFP does not commit the City of Buffalo or Department of Human Resources to award a contractor to pay any costs associated or incurred in the preparation of a response to this RFP. The City of Buffalo and the Department of Human Resources reserve the right to reject any or all proposals and to award a contract.

**VII. AWARD OF CONTRACT**

1.) The term of the resulting contract shall commence on date of award and will last for a period of one (1) year. This contract or agreement may be renewed annually, during the life of the firefighter list for the exam given on or about September 14, 2013.

2.) Consideration for renewing the contract will be determined on the Department of Human Resources analysis of performance of retained firm during the legislative session.

3.) It is mutually understood and agreed that the City shall have the right in its sole discretion to terminate the Contractor's services. Payments for only those services completed at the time of termination will be paid to the Contractor.

**VIII. MISCELLANEOUS REQUIREMENTS**

Proposals should be received no later than 11:00 A.M. EST, JULY 5, 2013. An original, nine (9) copies and a CD of the proposal shall be submitted to:

WILLIAM SUNDERLIN, DIRECTOR  
City of Buffalo-Division of Purchase  
65 Niagara Square, Room 1901  
Buffalo, New York 14202-3302

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

1. Expenses incurred in the preparation of proposals shall be borne by the examination developer with the express understanding that the examination developer may not apply to the City for reimbursement for these expenses.
2. 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.
3. 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 examination developer, without the express authorization of the City, is strictly prohibited.
4. Any documents prepared by the testing entity, such as training and testing material, should be printed in the jurisdiction of the examination developer, or in a place other than the City of Buffalo or County of Erie.

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 CERTIFICATION**

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

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.

FIRM OR CORPORATION NAME \_\_\_\_\_

PRINCIPAL ADDRESS \_\_\_\_\_  
STREET \_\_\_\_\_  
CITY STATE ZIP CODE \_\_\_\_\_

**SIGNATURE OF INDIVIDUAL, PARTNERS OR OFFICERS**

\_\_\_\_\_  
TITLE (TYPE OR PRINT NAME ABOVE)

\_\_\_\_\_  
TITLE (TYPE OR PRINT NAME ABOVE)

**FORM 2A – 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 Bidder)

Date \_\_\_\_\_

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



# City of Buffalo *Living Wage Commission*

## **APPLICATION FOR CONTRACT WITH THE CITY OF BUFFALO**

The City’s Living Wage Ordinance applies to contracts for services in which the City pays – or receives – more than \$50,000 per year, and the contractor employs more than ten people. If you are bidding, responding to an RFP, or otherwise planning to make a contract with the City, you must complete this form, a copy of which will be forwarded to the City’s Living Wage Commission. Your subcontractors need not file a separate Application, but they must pay a living wage. If you win the contract, you and your subcontractors will file quarterly reports with the Living Wage Commission.

You must certify that you will pay at least the hourly wages mandated by the Ordinance. As of January 1, 2013, the hourly rates are \$11.05 if the employee receives health benefits from the employer, and \$12.40 if the employee does not receive health insurance. 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***

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

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


**3. Contract Information**

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

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

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

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

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

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

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

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

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