



MAYOR BYRON W. BROWN

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NEW YORK

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REQUEST FOR PROPOSALS
No. 2021 – 1CP
CURB MANAGEMENT PLAN FOR DOWNTOWN BUFFALO AND
PRELIMINARY DESIGN OF A FLEXIBLE SMART STREET CORRIDOR

❖ **ISSUE DATE: OCTOBER 22nd, 2021**

❖ **PROPOSAL SUBMISSION DUE DATE:**
NOVEMBER 26th, 2021, AT 4:00 PM

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I. Project Purpose & Scope of Work

Building off the work of the Future of Mobility Report, which established a framework to build an equitable downtown by merging land use and mobility, the City of Buffalo is looking for a consultant team to develop a draft curb management plan and a preliminary design for a flexible smart street. The primary contacts from the City of Buffalo that the consultant will communicate with include representatives from the Office of Strategic Planning, the Department of Public Works, the Department of Permits and Inspections, Buffalo Sewer Authority, Buffalo Water, Buffalo Urban Development Corporation, and the Department of Diversity and Inclusion. Other departments internal to the City may be included as the project progresses.

Curb Management

Regulatory standards need to be put in place to address how curbs and public right-of-way spaces can be allocated to accommodate multiple users. The curb area can be a valuable asset and contribute to the goal of an equitable downtown when it balances the needs of multiple modes of transportation and other uses.

The curb management plan shall include at minimum:

- Inventory of downtown Buffalo curbs to document how the curb is currently used and regulated;
- A draft curb management policy which will include: Appropriate street use, Equitable user priority (allocating curb for pick-ups, drop-offs, etc. in an equitable manner), Accessibility needs (accommodating the needs of the accessibility community in the policies), Effectiveness, Value, Efficiency, Safety, Reduction in single occupancy vehicle parking use (encourage off street pick-ups and drop-offs, loading and parking activity whenever reasonable and practicable)
- Evaluation metrics for the implementation of a curbside management policy: direct curbside impacts (e.g., loading dwelling time), impacts on transportation ecosystem (collision frequency, traffic flow, transit and bike ridership, transit travel speed), broader economic and social factors (sales tax data and number of business), and impacts on operations (changes in parking revenue, enforcement costs, etc.)
- A curb allocation proposal (align curb space to city priorities and communicate change to stakeholders); price (curb inventory and occupancy data used for price changes to meet goals); operational changes (changing driver behavior with smart loading zones, ride-hail management, transit management, and demand -responsive pricing)

The draft Curb Management Policy will allow the City to evaluate the current city curb usage and provide a path to equitably manage this public resource.

Flexible Smart Street

To reimagine the future of mobility and how the functionality of corridors and public spaces directly affect users, the City is prioritizing the need to design a flexible smart street. The Consultant Team will propose and develop the preliminary design.

Our next evolution looks to develop a framework to quickly adapt a street based on time of day, season, special event, and changing conditions. Realizing a new vision and building upon the City's complete street program to reduce the reliance on single-occupancy vehicles, increase the safety of walking and biking, provide opportunities for micro mobility, and enhance connections of opportunities within the region.

The Consultant Team will evaluate up to four streets within downtown Buffalo and recommend the best corridor to be selected for further design. The City of Buffalo will review the recommendation and approve the final selection. Design details for the flexible smart street shall be tailored to the selected street but shall be able to be applicable to other streets. The proposed design shall incorporate smart city concepts that showcase future-oriented solutions. Concept level cost estimates shall be developed for proposed design and design details.

The outcome will be a preliminary design for one corridor with information that can be applied to other streets as appropriate.

II. Specific Scope

Task 1

Community Engagement

The Consultant Team shall prepare a public engagement plan. The minimum public engagement shall include a stakeholder committee with at least four meetings, bi-weekly client meetings, and a public engagement process to solicit public input consisting of at least one public meeting. The consultant shall provide recommendations for appropriate public engagement techniques to ensure public opinion is incorporated.

Task 2

Data Collection

The Consultant Team shall develop a data plan to identify what information is needed to develop the curb management policy and preliminary design. This data plan shall be reviewed with the City of Buffalo to determine what information is currently available and what needs to be collected. The Consultant shall prepare a report that includes all required data and associated analysis.

Task 3

Draft of Document and Preliminary Design

The Consultant shall provide a draft of the Curb Management Policy incorporating the policies, evaluation metrics and curb allocation proposal described in Section 1 of this RFP.

The consultant shall also complete a draft of the preliminary design which shall include:

- Perform field survey for the selected street, as identified with the City of Buffalo.
- Field survey shall include the location and elevation of all features within the public right-of-way and features/elevations in the immediate vicinity of the right-of-way as necessary to confirm proper grading and ADA compliance. Base mapping shall be prepared off the field survey. Aerial imagery may be used to map outside of the survey limit described above but are necessary for complete development of the project design.

- Develop plans, rendering, and cost estimates for the approved scoping Phase elements.
- Attend and present progress design at up to four (4) stakeholder meetings. Incorporate feedback into the project plans as directed by the City.
- Attend and present the approved Preliminary design at a meeting of the bicycle and pedestrian advisory board. Incorporate feedback into the project design as directed by the City.
- Document the outcome of this phase in a draft letter report to the City for review. The draft letter report shall document the outcomes of the analysis completed during the Preliminary Design and the status of funding alternatives.

Task 4**Final Draft**

Following City of Buffalo final review of the draft documents and design details, the Consultant Team shall prepare the final documents.

III. Project Timeline

The Project kick-off is anticipated in January 2022 and shall be completed within nine months.

IV. Instructions for Submissions

Each team or consultant must submit a full response as detailed in Section 5 Submission Requirements. All submissions must be submitted electronically in an 8 ½"x11" PDF document format. Due to size limits for emailed documents, files must be under 10 MBs or submitted via a file transfer.

Listed below are anticipated target dates and relevant times by which actions related to this Request for Proposals will be completed. If 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	October 22 nd , 2021
Written Questions from Consultants due	November 5 th , 2021
Responses to Questions sent by email	November 12 th , 2021
Proposals Due by 4:00 PM	November 26 th , 2021
Negotiations with selected Consultants	Mid-December
Anticipated Contract Start Date	January 5 th , 2022

Submissions must be addressed to the contact information below and must be received via email by **4:00 P.M., Friday, November 26th, 2021.**

Crystal Middleton
 Acting Director of Planning and Zoning
 Mayor's Office of Strategic Planning
 920 City Hall
 65 Niagara Square
 Buffalo, New York 14202
cmiddleton@buffalony.gov

All questions or inquiries regarding the RFP must be submitted in writing to Nkosi Alleyne at nalleyne@buffalony.gov. Questions and inquiries will be accepted until Friday, November 5th, 2021 at 12:00 p.m. Questions and responses will be responded to and sent to consultants who submit comments (or request to be included on responses to questions) by November 12th, 2021. Depending on the volume and complexity of questions, the Mayor's Office of Strategic Planning cannot guarantee that questions and inquiries submitted after Friday, November 5th, 2021 will be responded to prior to the submission deadline.

V. Submission Requirements

Submissions must include the following information in a brief and concise format. Proposals should not exceed 20 pages, excluding resumes of key personnel. The City of Buffalo reserves the right to request additional information during the review of proposals and to reject any and all submissions.

A. Approach to Project

All proposals must state how the consultant or consultant team will approach the project. The proposal should not only restate the Scope of Work but should state any specific tasks that will be undertaken to accomplish the Project goals. The consultant should also propose any tasks or subtasks that they believe are required. Each task and subtasks (if appropriate) must include the staff that will be assigned to that task.

B. Experience on Similar Projects

A description of the similar projects that the consultant has worked on must be included. At least three examples must include a contact person for the project who may be contacted as a reference.

C. Fee Proposal

The proposal should include a proposed fee for all services delineated by task as outlined in the consultants proposed scope of work. Each proposal shall include a delineation of all costs attributed to each site's specific requirements. The cost proposal should include the hourly rate of each staff member who will work on a task and their number of hours by task. Any optional components or features recommended by the Consultant must be separately referenced and include any and all costs attributed to such features. Reimbursable expenses should also be listed such as lab fees, equipment costs, deliverables, consultant travel, and any printing cost.

VI. Contracting with Minority and Women Business Enterprises

Minority Employment and Business Opportunities

Each Consultant team shall provide any relevant information with respect to any program or action taken to attract, recruit, retain and promote minority employees, partners and associates, including the Consultant's team current minority workforce ("Workforce Development").

Each Consultant team shall additionally provide any information with respect to programs, initiatives, policies or practices that support the development of, and provide business opportunities to, minority-owned businesses in the City of Buffalo, including suppliers and service providers ("Community Involvement and Vendor Policies"). The City maintains a goal of contracting with firms that subcontract to minority-owned businesses in the amount of 25% of total contract price or more.

Examples of Workforce Development, Community Involvement and Vendor Policies that promote the employment of minority employees and contracting with minority-owned businesses include direct hire programs, minority-owned business utilization plans and youth hiring programs.

Female Employment and Business Opportunities

Each Consultant team shall provide any relevant information with respect to any program or action taken to attract, recruit, retain and promote female employees, partners and associates, including the Consultant's team current female workforce ("Workforce Development").

Each Consultant team shall additionally provide any information with respect to programs, initiatives, policies or practices that support the development of, and provide business opportunities to, women-owned businesses in the City of Buffalo, including suppliers and service providers ("Community Involvement and Vendor Policies"). The City maintains a goal of contracting with firms that subcontract to female-owned businesses in the amount of 5% of total contract price or more.

Examples of Workforce Development, Community Involvement and Vendor Policies that promote the employment of female employees and contracting with women-owned businesses include direct hire programs, women-owned business utilization plans and youth hiring programs.

VII. Insurance Requirements

The Consultant shall secure policies of Workman's Compensation & NYS Disability, Professional Liability, General and Automobile Liability Insurance, and maintain said policies in force during the life of this contract in the limits set forth:

Workman's Compensation Insurance & NYS Disability:

This contract shall be void and of no effect unless the Consultant shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this contract, such employees as are necessary to be insured in compliance with the provisions of the State of New York workmen's Compensation Law.

General Liability:

With respect to all operations the Consultant shall carry Commercial General Liability insurance providing for a minimum limit of two million dollars (\$2,000,000) per occurrence and aggregate for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification provided under this contract.

Automobile Insurance:

With respect to any owned, non-owned, or hired vehicles the Consultant shall carry Automobile Liability insurance providing for a minimum limit of one million dollars (\$1,000,000) per accident for bodily injury and property damage.

Professional Liability:

With respect to any damage caused by an error, omission or any negligent acts of the Consultant, the Consultant shall carry Professional Liability insurance providing two million dollars (\$2,000,000).

All policies of insurance required by this contract shall be provided and maintained at no cost or expense to the CITY and shall name the City of Buffalo as an Additional Insured and Certificate Holder with respect to the Consultant's activities. Professional Liability, Workmen's Compensation and NYS Disability Insurance shall name the City of Buffalo as a Certificate Holder.

All policies of insurance shall be provided by a company or companies authorized to do business in the State of New York. Before commencing the work, the Consultant shall furnish to the City a certificate 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 of the Comptroller of the City as to sufficiency. Such certificates and renewal certificates shall provide for a notice of cancellation, change, lapse or restrictive amendment by certified or registered mail at least thirty (30) days.

Any contractor or subcontractor performing work under this contract shall procure and maintain statutory insurance and other insurance as determined by the Consultant so as to properly cover the liability of the Consultant, contractor and subcontractor(s). The policy limits shall be the same as required of the Consultant and the certificates of insurance shall be delivered to the Consultant.

NOTES:

All Certificates **MUST** indicate and spell out **City of Buffalo** as additional insured where indicated and spell out the Address as 65 Niagara Square, **ROOM 920**

VIII. Reservations

1. The City reserves the right to stop the selection process at any time with or without cause. The City also reserves the right to reject any or all submittals.
2. The City reserves the right to seek additional information from respondents and related entities.
3. The City reserves the right to reject members of a development team.
4. All decisions related to this RFP are subject to all applicable federal, state and local laws and regulations, and the policies and procedures of the City of Buffalo.
5. All costs associated with the preparation of the submittal, as well as any other related materials, shall be borne by the respondent.

IX. General Requirements

1. Non-Discrimination

The successful Consultant (s) shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a

disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

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

2. Americans with Disabilities Act Compliance Provisions

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

In the event of the contractor's noncompliance with the non-discrimination clauses in 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.

3. Applicable Law

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

4. Conflict and Priority

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

5. Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from any contract arising from this RFP shall be 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 Consultant.

6. Disclaimer

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

7. Publicity

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

8. 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 submissions, in their entirety, submitted in response to this Request for Qualifications shall constitute a record subject to public disclosure pursuant to the Freedom of Information Law. It is the sole responsibility of each Consultant to this Request for Qualifications 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 submission shall not be marked "CONFIDENTIAL". Any portion of the submission 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.

9. Conflicts of Interest

Confidentiality and lack of potential conflicts of interest is vital to maintaining the integrity of every contract entered into with the City. **Therefore, each Consultant must disclose any perceived, potential or actual conflicts of interests and/or relationships/connections.** Such relationships may include, but are not limited to, connections to persons and organizations within the City of Buffalo through:

1. Professional or Political associations
2. Political donations
3. Blood or Marriage
4. Friendships
5. City of Buffalo employees who currently work for your company, or come to work for your company during the RFP process, and after (should you receive a contract from the City of Buffalo) as employees or consultants
6. Union Affiliations/Memberships
7. Board Member

Each Proposer further agrees that no member of the governing body, officer, employee or agent of the City shall have any pecuniary interest or otherwise, direct or indirect, in the any contract arising from this RFP.

10. Statement of Compliance and Conflicts of Interest

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

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

Conflict or Potential Conflict:

Signature: _____

Company: _____

Title: _____

Date: _____

NON-COLLUSION CERTIFICATION

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

(1) The prices in this submission 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 respondent or with any competitor;

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

(3) No attempt has been made or will be made by the respondent to induce any other person, partnership or corporation to complete a submission for the purpose of restricting competition.

FIRM OR CORPORATION NAME _____

PRINCIPAL ADDRESS _____
STREET _____
CITY STATE ZIP CODE _____

SIGNATURE OF INDIVIDUAL, PARTNERS OR OFFICERS

(SIGNATURE) (TITLE) (TYPE OR PRINT NAME ABOVE)

(SIGNATURE) (TITLE) (TYPE OR PRINT NAME ABOVE)

RESPONDENT AFFIRMATIVE ACTION STATEMENT

The _____
(Company Name)

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

We will aggressively 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 Respondent)

Date _____

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

EEO-2



City of Buffalo *Living Wage Commission*

APPLICATION FOR CONTRACT WITH THE CITY OF BUFFALO

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

You must certify that you will pay at least the hourly wages mandated by the Ordinance. As of January 1, 2021, the hourly rates are \$12.55 if the worker receives health benefits from the employer and \$14.10 if the employee does not. There will be an automatic cost-of-living adjustment each January 1. As of July 1, 2021, the City will use a new, single rate, equal to 150% of the federal poverty line for a family of three. For July 1, 2021 through June 30, 2022, that rate will be \$15.84 per hour.

There are two exceptions to the Ordinance. Professional contracts such as legal, architectural, or engineering services are not covered by the Ordinance. Also, persons employed in construction work covered by prevailing wage laws are exempt 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 School, 617 Main St., Suite 300, Buffalo, NY, 14203.

1. Company Information

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

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

--

3. Contract Information

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

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

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