



CITY OF BUFFALO
NEW YORK

DEPARTMENT OF ADMINISTRATION & FINANCE
DIVISION OF PURCHASE
1902 CITY HALL
65 NIAGARA SQUARE
BUFFALO, NY 14202

REQUEST FOR PROPOSALS

EMPLOYEE HEALTH INSURANCE & BENEFITS CONSULTING SERVICES

FOR THE

CITY OF BUFFALO

**REQUEST FOR EMPLOYEE HEALTH INSURANCE & BENEFITS
CONSULTING SERVICES**

DUE DATE: FRIDAY, FEBRUARY 19, 2010 AT 11:00 A.M.

Dear Sir/Madam:

The City of Buffalo is requesting proposals for Employee Health Insurance & Benefits consulting services. The requirements for this project are discussed in greater detail under – “Project Specifications.”

A Pre-Proposal conference will be held at 9:00 AM on Friday, February 5, 2010, at the **DIVISION OF PURCHASE, 65 Niagara Square, Room 1902.**

All questions must be directed, in writing, to the Commissioner of Human Resources, or at fax number (716) 851-5401.

The deadline for submission of questions is JANUARY 22, 2010 at 4:30PM.

We would appreciate the courtesy of promptly advising us if you do not intend to respond. To properly maintain our records, those firms who do not respond may be removed from our vendor records.

If, after review of the bid documents, your firm is interested in performing the services specified, provide the information requested, sign and return the complete document, along with your detailed proposal, to: The City of Buffalo, **Division of Purchase, 65 Niagara Square, Room 1902, Buffalo, N.Y. 14202 no later than 11:00 A.M., FRIDAY, FEBRUARY 19, 2010.**

Sincerely,

**Kathleen A. Fitzpatrick, Director
Division of Purchase**

SECTION 1 – PROJECT SPECIFICATIONS

General Information

The following information should be of assistance in developing a proposal. If you have any questions, please contact the Commissioner of Human Resources at 716-851-4095.

The City of Buffalo, New York is soliciting written proposals for employee health insurance and benefits consulting services. The anticipated term of the contract will be for a three (3) year period and, subject to satisfactory completion of each year's work, and may be renewed for two (2) additional one year periods thereafter (through June 30, 2015).

The City invites proposals for employee health insurance and benefits consulting services from firms that have had experience in providing these services to municipalities of similar size and scope, and that have the staff capacity and expertise to do so for the City of Buffalo. For a firm to be considered for the engagement, eight (8) copies of its proposal must be submitted to the Division of Purchase at the address below. All packaging must be labeled on the lower left front "HEALTH INSURANCE BENEFITS AND MANAGEMENT" along with the stated date and time. The deadline for the submission of proposals is 11:00 AM, FRIDAY, FEBRUARY 19, 2010.

City of Buffalo
Division of Purchase
65 Niagara Square, Room 1902
Buffalo, NY 14202

The scope of the required consulting services and other terms and conditions of the engagement are described below.

The anticipated selection schedule is as follows:

| | |
|---------------------|-------------------|
| Advertise RFP: | December 31, 2009 |
| Pre-Bid Conference: | February 5, 2010 |
| RFP Responses: | February 19, 2010 |
| RFP Evaluation | March 5, 2010 |
| RFP Interviews: | March 19, 2010 |
| RFP Decision: | March 31, 2010 |

The City of Buffalo reserves the right to reject any and all proposals submitted, to request additional information from all proposers, and to negotiate with one or more of the finalists regarding the terms of the engagement. The City intends to select the firm that, in its opinion, best meets the City's needs, not necessarily the firm whose fees are the lowest.

Scope of Services

The City of Buffalo is seeking consulting assistance to completely review and analyze the manner in which it provides health insurance and other benefits to its current and retired employees. The goal of this review will be to identify methods to reduce the costs to the city for providing such services.

The City is seeking a qualified Health Insurance and Benefits Advisor to provide advisory and other services, on an as needed basis. Among the activities that the Advisor may be requested to perform are the following:

- a. Evaluate the current manner in which the City purchases health insurance and other employee benefits.
- b. Review existing contractual requirements for the provision of insurance and other benefits.
- c. Analyze the feasibility for alternative arrangements, including but limited to self-insurance, insurance consortiums, prescription purchasing systems, etc.
- d. Prepare recommendations and provide assistance in minimizing costs for such benefits and insurance.
- e. Provide for the establishment and maintenance of records relating to insurance and benefits.
- f. Analyze usage information, identify trends and make recommendations based on those trends.
- g. Prepare recommendations concerning the appropriate method of funding insurance and benefits.
- h. Negotiate renewals with claims administrators and prepare recommendations on when to re-bid administrative services, including TPA's and insurance brokers.
- i. Work with insurance carriers, claims administrators, Corporation Counsel's office and others.
- j. Assist the City in negotiations with city labor unions regarding health insurance and benefits proposals.
- k. Review and update the City's standard contractual insurance requirements.
- j. Meet with City staff when requested.

The Contractor's staff must be available for consultation with City staff on an as-needed basis between 8:00 a.m. and 5:00 p.m., Monday through Friday.

Period of Engagement

The City is soliciting proposals for insurance consulting services as described herein for a three (3) year period starting on the July 1, 2010 to June 30, 2013, subject to satisfactory completion of each year's work, with a two (2) one (1) year extensions. The annual fee relating to the period of performance under this contract is subject to annual appropriation by the City. If there is no annual appropriation, then the contract will become null and void and of no force and effect. Both the City and the Consultant will have the right, under the terms of the proposed contract, to cancel the contract as of June 30th of any year on notice to the other party at least sixty days prior to that June 30th.

City Contact

The Commissioner of Human Resources will be the City contact and will be responsible for administering the contract.

Qualifications

The statement of Qualifications must include a description of organizational and staff experience, and resumes of proposed staff.

- a. **Organizational and Staff Experience.** Offerers must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.
- b. **References.** Special notation must be made of similar or related programs performed and must include organization names, addresses, and names of contact persons, and telephone numbers for such reference.
- c. **Personnel.** Full-time and part-time staff, proposed Consultants and subcontractors who will be assigned direct work on this project should be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or Consultant activity must be indicated and the anticipated sources will be identified.
- d. **Resumes of staff and proposed Consultants** are required which will indicate education, background, and recent relevant experience with the subject matter of the project.
- e. **A staffing plan** is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a time line for the project. It is mandatory that this section

identify the key personnel who are to work on the project; their relationship to be contracting organization, and amount of time to be devoted to the project.

Format of Proposals

To enable the City to compare the proposals received we ask that your proposal include the information specified below, the sequence listed, with each section of your proposal numbered to correspond to the numbers sequenced below.

Profile of Proposer

1. Affirm that the proposer is a firm properly licensed or otherwise permitted to provide health insurance and employee benefits consulting services in New York.
2. Indicate whether your firm is local, regional, national or international in the scope of its practice.
3. Indicate the address of your home office.
4. Indicate whether your firm has been the subject of any professional disciplinary action by federal, state government or by a professional association. If yes, describe that disciplinary action.
5. Identify any municipal governments that are comparable in size to the City of Buffalo for which your firm currently provides independent risk management consulting services of type of similar to that outlined in this request for proposals.
6. Describe your firm's professional development programs and any continuing professional education requirements imposed by your firm on professional risk management consulting services personnel. Identify specialized programs offered within your firm in the area of governmental risk management consulting services.
7. Identify the local office that would handle the City of Buffalo engagement, including Address and phone number. Identify the partner or other individual in charge of that office. Indicate the total number of professional staff personnel currently assigned to that office. If that office is not in Buffalo describe how your firm's personnel assigned to the City of Buffalo engagement would be available throughout the year for consultation or meetings.
8. Identify the larger risk management consulting services clients handled by that local office, including commercial and industrial companies, non-profit organizations and governmental units (current of within the past five years). For governmental clients, please indicate how many years your firm has been providing risk management services to each client.

9. Identify the partners, managers, specialists or other professional staff persons from that local office and from any other offices of your firm who would be assigned to the City of Buffalo risk management services engagement. Describe their roles and provide a brief description of their professional experience, including their experience designations, licenses, and memberships that these individuals hold. Indicate the extent to which their governmental risk management experience has been within the State of New York. Indicate their participation in professional development programs in the governmental or nongovernmental risk management consulting services area. If more convenient, resumes may be included in an appendix appropriately cross-referenced here.
10. Please provide any additional information about your firm that you believe will assist The City in making its selection.

Proposed Approach

11. Describe in narrative form your proposed approach to this engagement, including time deadlines by which you would want information from the City, method of transmission of data from the City to your firm, turn-around time in preparing reports, quality controls within your firm, and the format of any standard report (attach examples, if possible).

Fee

12. Indicate your firm's proposed fee structure for the scope of work described for each of the three (3) fiscal years beginning July 1, 2010 to June 30, 2013, included renewal options year four and five June 30, 2013 to June 30, 2014. Due to the fact that the precise scope of services may vary depending upon the City's needs and availability of funds, proposers are requested to submit changed language to include commission structure and flat annual rate.
13. Indicate how (if at all), these rates may be adjusted during the term of the engagement.
14. Describe your proposed billing practices.
15. Please provide any additional information about your firm's proposed charges for this engagement.

Other Information

17. Provide any other information that you believe will assist the City of Buffalo in making its selection. Such information may be in this last section of your proposal or may be presented in one or more appendices.

PRIME PROPOSER RESPONSIBILITY

Vendors submitting proposals to this RFP may utilize the services of subcontractors with prior approval from the Commissioner of Human Resources. If subcontractors are planned to be used, this should be clearly explained in the proposal. The prime proposer will be responsible for the entire contract performance whether or not subcontractor is to perform.

All corporate information required in this RFP must be included for each proposed subcontractor. The proposal must also include copies of any agreements to be executed between the prime proposer and any subcontractors in the event of contract award. Under this RFP, the City of Buffalo retains the right to approve all subcontractors.

KEY PERSONNEL

The personnel and commitments identified on any proposer's proposal will be considered essential to the work to be performed under this RFP. Prior to diverting any of the specified individuals to other programs or changing the level of effort of the specified individuals, the proposer must notify the City of Buffalo Fourteen (14) days in advance and will be required to submit justification, including proposed substitutions, in sufficient detail, to permit evaluation of the impact on the project. The proposer will make no deviation without the prior written consent of the City of Buffalo. Replacement of personnel will be with personnel of equal ability and qualifications.

Any employee of the proposer, who in the sole opinion of the City of Buffalo is unacceptable, shall be removed from the project pursuant to the request of City of Buffalo. The proposer will have Fourteen (14) Days to fill the vacancy with another employee of acceptable technical experience and skills subject to the written approval of the City of Buffalo. The City shall have the right to reject or terminate any of the staff provided by the proposer with 24-hour notice, and the proposer shall be able to provide immediate, temporary replacement and within 40 days, provide permanent replacement.

AVAILABILITY OF FUNDS

The contract award under this RFP is contingent upon the availability of funds to the City of Buffalo for this project. In the event that funds are not available, any contract resulting from this RFP will become void and of no force and effect.

PAYMENT

The proposer will bill the City of Buffalo based on the submission of monthly invoices in a format to be determined by the City.

TERMINATION FOR DEFAULT OR FOR THE CONVENIENCE OF THE CONTRACTING AGENCY

Performance under this contract resulting from this RFP may be terminated by the City of Buffalo whenever;

The proposer, in the sole opinion of the City, is in default in the performance of the contract and shall fail to correct such default within the period specified by the contracting officer in a notice specifying default; or the contracting officer shall determine that termination is the best interest of the City of Buffalo.

Termination will be effected by delivery to the proposer of a notice to terminate, stating the date upon which the termination becomes effective. Upon receipt of the notice to terminate, the proposer shall:

1. Stop all work.
2. Assign to the City of Buffalo all rights, title and interest in the work being developed.
3. Deliver forthwith to the City of Buffalo all completed work and work in progress.
4. Preserve and protect, until delivery to the City, all material plans, and documents related to this contract, which, if the contract had been completed, would have been furnished to the City of Buffalo or necessary to the completion of the work.

NEGOTIATED CHANGES

In the event negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.

CONTRACT AGREEMENT

The selected proposer will be required to agree to and sign a formal written contract between the City of Buffalo and the proposer, prepared by the Law Department of the City of Buffalo. A sample Independent Contractor for Consulting Services contract form is provided at the end of this section to illustrate the type of contract the City will use to contract for these consulting services.

RIGHT OF SET-OFF

The undersigned bidder hereby authorizes the City to set off against monies payable hereunder by the City to the bidder, an amount equal to any unpaid real and personal property taxes and assessments (the collection of which is not barred by the State of Limitations), owing by the bidder to the City, including all interest and lien charges in connection with such paid taxes.

REQUESTS FOR INFORMATION

Any requests for clarification or additional information regarding the consulting specifications are to be submitted in writing to the:

Department of Human Resources
Commissioner
65 Niagara Square, Room 1007
Buffalo NY 14202
via fax to (716) 851-5900 ext. 201
via e-mail to healthcarerfp@city-buffalo.com

and must be received no later than 4:30 PM on January 22, 2010 prior to pre-bid conference in order to be considered. If any substantive requests for information are received and responded to by the City of Buffalo, an addendum to this RFP will be issued.

PROPOSAL SUBMISSION DEADLINE

An original and eight (8) copies of your proposal in a sealed package clearly marked **Health Insurance and Benefits Management** with the date and time on the outside must be received in the

City of Buffalo
Division of Purchase
65 Niagara Square, Room 1901
Buffalo, NY 14202

no later than 11:00 A.M. on February 19, 2010. Whether the proposal is delivered by hand or mail or commercial express service, the Respondent shall be responsible for actual delivery of the proposal to the City of Buffalo. Expenses incurred in the preparation of proposals shall be borne by the Respondent with the express understanding that the Respondent 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 of Buffalo.

DURATION OF PROPOSALS

Proposals will remain in effect for a period of ninety (90) days from the deadline for submission of the proposal.

ACCEPTANCE OF RFP CONTENT

Provisions of this RFP and the contents of the successful response will be used to establish final contractual obligations. The City retains the option of canceling the award if the successful Respondent fails to accept such obligations. The City and the successful

Respondent shall enter into a written contract for the work to be performed. It is understood that this RFP and the Respondent's proposal shall be attached and included by reference in a contract signed by the City and the successful Respondent.

CRITERIA FOR EVALUATING PROPOSALS

The City of Buffalo Purchasing Department will receive all proposals and the Commissioner of Human Resources will be responsible for reviewing the proposals received and will further evaluate them, using the following criteria. The City reserves its rights to examine any other criteria and take the same under consideration and to reject any firm or proposals despite its compliance with this criteria if it determines that to do so would be in its best interests.

- Qualifications & experience of the Firm, of comparable accounts of similar size and scope as this project.
- Qualifications & experience of the Firm, of comparable municipal and /or governmental accounts of similar size and scope as this project.
- Qualifications & experience of the project executive and other key personnel. Total years in business and financial stability of firm.
- Demonstrated ability to work as a member of a team for the benefit of the City.
- Recommendations from State or Municipal clients.
- Extent of services offered, and depth and extent of overall resources that can be put to use to ensure the success of the project.
- Fee structure and reimbursable expenses.

INSURANCE COVERAGE REQUIREMENTS

The City of Buffalo is requiring insurance coverage as listed below for this work. Note: The term "Health Insurance and Employee Benefits Consultant" shall also include 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 under the Health Insurance and Employee Benefits Consultant's policies.

Minimum Scope and Limits of Insurance

Worker's Compensation Insurance:

With respect to all operations the Risk management Consultant performs the Risk Management Consultant shall carry worker's compensation insurance in accordance with the requirements of the laws of the State of New York. The Risk Management Consultant shall carry employers liability limits of \$100,000 each accident and \$100,000 each employee by disease and \$500,000 policy limit disease.

Commercial General Liability:

With respect to all operations the Risk Management Consultant or performs the Risk Management Consultant shall carry Commercial General Liability insurance providing for a total limit of 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 this contract. Each annual aggregate limit shall not be less than \$2,000,000.

Automobile Liability:

With respect to any owned, non-owned, or hired vehicles the Risk Management Consultant shall carry Automobile Liability insurance providing 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 Risk Management Consultant performed under this contract the Risk Management Consultant shall carry Professional Liability insurance providing one million dollars (\$1,000,000) per claim for any wrongful act.

"Tail" Coverage:

If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Risk Management Consultant 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 this Contract. If continuous "claims made" coverage is used, Consultant shall be required to keep the coverage in effect for a duration of not less than 24 months from the end of the Contract.

Acceptability of Insurers:

The Consultant's policies shall be written by insurance companies licensed to do business in the State of New York, with an AM Best rating of A- VII, or otherwise acceptable by the City's Risk Manager.

Subcontractors:

The Consultant 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. All Certificates of Insurance shall be provided to Corporation Counsel's office as required herein.

Aggregate Limits:

Any aggregate limits must be declared to and approved by the City. It is agreed that the Contractor 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 Risk Management Consultant agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid for by the Consultant. 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 Consultant to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal:

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

Waiver of Governmental Immunity:

Unless requested otherwise by the City, the Consultant 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.

Additional Insured:

The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers Compensation, if included, required for the performance of the Contract shall include the City as Additional Insured and Certificate Holder but only with respect to the Consultant's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and.

Certificate of Insurance:

As evidence of the insurance coverage required by this Contract, the Risk Management Consultant shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the award of the Contract if required by the Bid document, but in all events prior to Risk Management Consultant's commencement of work under this 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. 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:

The City of Buffalo
Corporation Counsel
65 Niagara Square, Room 1101
Buffalo, New York 14202

Waiver of requirements:

The Corporation Counsel, may vary the requirements at Corporation Counsel's sole discretion; if Corporation Counsel determines that the City's interests will be adequately protected without meeting all stated requirements.

SECTION 2 - RESPONSE FORMS - SPECIAL NOTES ON RESPONDING

RESPONSE FORM (Please answer all questions, attach additional sheets if needed)

Vendor Name - _____
Address - _____
Phone -() _____
Fax -() _____
Email - _____
Manager - _____
Fed ID# _____

The undersigned hereby declares that he/**she** has carefully examined the plans, specifications and project site and has satisfied **themselves** as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he/**she** will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

- 1 **PROPOSED HOURLY FEE 2010 -2011** \$ _____
Proposed Hourly fee in Writing
- 2 **PROPOSED HOURLY FEE 2011 -2012** \$ _____
Proposed Hourly fee in Writing
- 3 **PROPOSED HOURLY FEE 2012 -2013** \$ _____
Proposed Hourly fee in Writing
- 4 **PROPOSED HOURLY FEE- 2013 -2014** \$ _____
Proposed Hourly fee in Writing
- 5 **PROPOSED HOURLY FEE 2014 -2015** \$ _____
Proposed Hourly fee in Writing

-or-

ALTERNATIVE FEE PROPOSAL:

Note: This sheet, signed & dated must be included with your proposal submission. If however, you require additional space to outline your proposed fee structure you may submit these supplementary rates on a separate sheet.

Submitted by –(PRINT) _____
Signature: _____
Authorized Agent of Company (name and title) _____

Date: _____

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1. Number of years in business _____ -
2. Number of personnel employed Part time - _____, Full - _____,
3. List six (6) contracts of this type/size your firm has completed within the last three years:

Project: _____
Date: _____
Contact Person: _____
Phone No: _____

Project: _____
Date: _____
Contact Person: _____
Phone No. _____

Project: _____
Date: _____
Contact Person: _____
Phone No. _____

Project: _____
Date: _____
Contact Person: _____
Phone No. _____

Project: _____
Date: _____
Contact Person: _____
Phone No. _____

Project: _____
Date: _____
Contact Person: _____
Phone No. _____

4. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)

- general partnership
- limited partnership
- limited liability corporation
- limited liability partnership,
- corporation doing business under a trade name
- individual doing business under a trade name
- other (specify)

5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled.

- Yes
- No

New York corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?

- Yes
- No

Out-of-State corporations - Do you have a valid license to do business in the State of New York? (Evidence in the form of a Certificate of Authority from the New York Secretary of State will be required within 30 days of the bid opening.)

6. Is your local organization an affiliate of a parent company? If so, indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:

- Yes
- No

Business Name: _____

Address: _____

City: _____

State: _____

Zip _____

Name of Agent: _____

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

7. Your company may be asked to submit the following information relative to your company's financial statements prior to receiving an award. This information will not be part of the public bidding record and will remain confidential.

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

8. **SUBCONTRACTORS:** If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing. **The Commissioner of Human Resources must approve subcontractors.**

COMPANY NAME: _____
ADDRESS: _____
PRINCIPAL: _____
PHONE: _____

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this bid request.

NOTE: SECTION 3 - GENERAL INFORMATION contains the City's Standard Terms and Conditions. You are responsible for obtaining a copy prior to bidding.

SECTION 4 – PROPOSED CONTRACT

The following document is a sample of an Independent Contractor for Consultant Services contract produced by the City of Buffalo Corporation Counsel. Please be advised that this document is not the actual agreement, which will be developed for the project.

AGREEMENT FOR CONSULTANT SERVICES BY AND BETWEEN CITY OF BUFFALO AND _____.

AGREEMENT FOR SERVICES

THIS AGREEMENT made and entered into this _____ day of _____, 200__, by and between the **CITY OF BUFFALO** (the CITY), acting herein by _____, Its Mayor, and _____ (the CONTRACTOR), whose principal office is located at _____

WITNESSETH:

WHEREAS, the CITY wishes to hire a _____ to perform _____ services for _____, and to prepare _____ pursuant to applicable state and federal laws and regulations; and

WHEREAS, based on the Contractor’s representations to the CITY regarding its qualifications, experience and competency, the CITY desires to retain the services of the CONTRACTOR to perform the needed _____ services and to prepare the necessary _____;

WHEREAS, the CONTRACTOR agrees to perform the services needed by the CITY in a professional and timely manner and in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. ENGAGEMENT OF CONTRACTOR

A. The CITY hereby employs the CONTRACTOR to perform the _____ services described herein in accordance with the requirements of _____, and to produce any

_____ and reports in connection therewith that may be required by state or federal laws and/or regulations.

The CONTRACTOR hereby represents that it is qualified as an _____ to perform the professional services described herein in accordance with generally accepted _____ standards as defined by _____. The CONTRACTOR agrees to perform such services in accordance with the terms and conditions and for the consideration set forth herein.

- B. The person in charge of administering this Agreement on behalf of the CITY shall be, the Commissioner of Human Resources, or such other person as may be designated in writing.
- C. The person responsible for the services to be rendered on behalf of the CONTRACTOR shall be _____, or such other qualified person as is designated in writing by the CONTRACTOR and accepted by the CITY.

1. SERVICES TO BE PERFORMED

- A. The CONTRACTOR agrees to perform all services necessary to _____ for the CITY and to prepare a _____. Such services are generally outlined in the Request for Proposals published by the CITY for Project Number _____, and dated _____, together with the CONTRACTOR's Proposal Response, which are attached hereto as Exhibits A and B respectively and incorporated herein. The terms and provisions of the foregoing documents shall be construed as supplementing each other and the terms and intent of this Agreement.

The CITY may, from time to time, request changes in the scope of services to be performed hereunder. Such changes, including any resulting increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written amendments to this Agreement signed by both parties.

The CONTRACTOR's services shall comply in all respects with all applicable laws, regulations, standards and requirements related to municipal practices.

- B. The CONTRACTOR's analysis, findings, and recommendations shall be conveyed to the CITY in written reports prepared in accordance with the principles and standards for municipal _____ reports set out in the _____, as the same may be amended from time to time. Upon completion of such reports, the CONTRACTOR shall file certified copies of the same with the CITY.

The CONTRACTOR shall preserve all of its working papers employed in the performance of its services and preparation of _____ for a period of _____ years from the date it files the certified copy of such reports with the _____. Such working papers shall also be available at the CONTRACTOR's office or place of business during usual business hours throughout the _____ period, upon request and reasonable notice from _____, for inspection by the _____ or an authorized representative.

- C. The CONTRACTOR shall be available to meet with the Commissioner of Human Resources; and with other agencies, departments or officials of the CITY as appropriate; and with other entities as directed by the CITY, with regard to the services performed hereunder.

2. COMPENSATION

- A. The CONTRACTOR shall be compensated for its services in the amount of _____ (\$_____) based on its standard hourly rates plus out-of-pocket expenses as set forth in Exhibit B with a total amount of compensation to be paid CONTRACTOR for the services to be provided under this Agreement, not to exceed the sum of _____ (\$_____). The total compensation provided for herein shall not exceed this maximum amount without a written amendment to this Agreement authorized by the Buffalo Common Council and signed by both parties.
- B. Compensation provided under this Agreement constitutes full and complete payment for all costs assumed by the CONTRACTOR in performing this Agreement including, but not limited to, salaries; costs of materials and supplies; printing and reproduction; attendance at meetings, consultations and presentations; clerical costs; travel expenses; postage; telephone; and all similar expenses. No direct costs shall be reimbursed by the CITY without specific prior written approval of the CITY prior to their expenditure and, in any event, payment of such expenses shall not exceed the maximum compensation amount pursuant to the terms of Paragraph A above.
- C. Payments to the CONTRACTOR under this Agreement shall be made by the CITY on approval of payment requisitions certified by a principal of the CONTRACTOR. Each requisition shall be in a form acceptable to the CITY and shall identify the work performed and completed, as appropriate, and the compensation due the CONTRACTOR. The CITY may, prior to making any payment under this Agreement, require the CONTRACTOR to submit to it such additional information with respect to the CONTRACTOR's costs, as it deems necessary.

- C. The acceptance by the CONTRACTOR, its successors or assigns, of any payment made on the final requisition under this Agreement, or of any final payment due on termination hereof, shall constitute a full and complete release of the CITY, its agents and employees, from any and all claims, demands and causes of action whatsoever which the CONTRACTOR, its successors or assigns have or may have against the CITY under the provisions of or in connection with this Agreement.

3. TIME PROVISIONS

- A. The CONTRACTOR shall complete the services set forth in this Agreement in accordance with a schedule established by the Commissioner of Human Resources. Notwithstanding the foregoing, this Agreement shall remain in effect until the services required hereunder are completed in accordance with the terms herein, unless otherwise terminated by either party.
- B. If the CONTRACTOR's performance has been delayed and, as a result, will be unable to be timely completed, fully and satisfactorily and in compliance with such deadlines, the CONTRACTOR shall be responsible for filing a proper request for an extension of time. If the cause of such delay is in no part due to or caused by the actions, omissions or fault of the CONTRACTOR, or its agents, servants, partners or employees, then the CONTRACTOR shall be entitled to additional compensation, as mutually agreed to by the parties, to remunerate the CONTRACTOR for any additional services required as a result of such an extension. To the extent that such delay is due to any extent to the actions, omissions or fault of the CONTRACTOR, its agents, servants, partners or employees, the CONTRACTOR shall not be entitled to additional compensation for the services required in connection with the extension and the CONTRACTOR agrees that it shall make no claims for damages for any delays or hindrances from any cause whatsoever.
- C. It is understood and agreed that permitting the CONTRACTOR to complete the services or any part thereof after the date of completion stated in this Agreement, or after the date to which the time of completion may have been extended, shall in no way operate as a waiver by the CITY of any of its rights herein or at law.

4. INSURANCE

The CONTRACTOR shall take out and maintain during the life of this Agreement insurance coverage in compliance with the requirements set out in _____.

All insurance shall be provided by a company or companies authorized to do business in the State of New York. Before commencing the work, the CONTRACTOR shall furnish 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. Such certificate and renewal certificates shall provide for a notice of cancellation, lapse or restrictive amendment by certified or registered mail at least thirty (30) days prior thereto and shall have attached a photocopy of the license(s) issued to the agent writing such insurance by the company or companies providing the insurance coverage under the certificate. If such insurance is written on a "claims made" basis then such insurance shall be kept in full force and effect for three (3) years after final payment to the CONTRACTOR.

All insurance shall be taken out and maintained at no cost or expense to the CITY and the CONTRACTOR shall be responsible for the full amount of any deductible. The insurance requirements stated herein, including, but not limited to, the additional insured requirement, are separate and independent of any other requirement of this written Agreement.

6. STANDARDS OF PERFORMANCE

The CONTRACTOR shall perform its services in a satisfactory manner in compliance with all the applicable laws, regulations, standards, principles and requirements including all applicable state and federal requirements and standards, and generally accepted government standards as may prevail from time to time.

7. INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and save harmless the CITY, its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including attorneys' fees, in any way arising out of, relating to or in connection with the performance of or failure to perform this Agreement. This provision shall include all losses, costs, and damages, which the CITY may suffer as a result of any negligent supervision of services by the CONTRACTOR.

The CONTRACTOR hereby assumes and agrees to pay for the defense of all such claims, damages, demands, suits and proceedings. The provisions of this paragraph shall survive the expiration or termination of this Agreement; shall not be limited by reason of any insurance coverage provided hereunder or the limits of any insurance requirements; and shall be separate and independent of any other requirement of this Agreement.

5. GENERAL PROVISIONS

- A. The CITY may at any time, and for any reason, direct the discontinuance of the services contemplated under this Agreement for a period of time. Such direction shall be in writing and shall specify the period during which the services shall be discontinued. The services shall be resumed on the dates specified in such direction, or upon such other date as the CITY may thereafter specify in writing. The period during which such services shall have been discontinued shall be

deemed added to the time for performance. Stoppage of services under this article shall not give rise to any claim against the CITY.

- B. The CITY may at any time and for any reason, with or without cause, terminate this Agreement by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, services shall be paid for in such amount as shall compensate the CONTRACTOR for the services satisfactorily performed prior to termination. Such amount shall be fixed by the CITY after consultation with the CONTRACTOR, and shall be subject to audit by the Comptroller. Termination under this section shall not give rise to any claim against the CITY for damages or for compensation in addition to that provided hereunder.

The CONTRACTOR may resign from performance of this Agreement if obligated to do so by any term or requirement set out in the New York General Statutes or the applicable provisions of the professional standards of the New York State Board of Accountancy or the American Institute of Certified Public Accountants. Prior to resigning, the CONTRACTOR shall provide the Comptroller with written notice of its intention, setting out the reasons for the same in detail and specifying the effective date of its intended resignation, which shall not be less than forty-five (45) days from the date of the Comptroller's receipt of such notice. The CONTRACTOR shall make every effort to assist and cooperate with the CITY in obtaining a competent replacement for it and shall perform all services necessary and reasonably desirable in order to assist the CITY in meeting all applicable time schedules and audit deadlines or to obtain a proper extension of the same, as may be in the best interests of the CITY as determined by its Comptroller. In the event of such termination or resignation, the CONTRACTOR's services shall be paid for in such amount as shall compensate the CONTRACTOR for the portion of the work satisfactorily performed. This compensation amount shall be fixed by mutual agreement of the CITY and the CONTRACTOR, and shall be subject to audit by the Comptroller. In such event the CONTRACTOR shall provide its successor with access to all documents, information and other working papers that may have been used or drawn up in connection with and as part of the performance of the auditing services hereunder, in accordance with the applicable professional standards, and based on mutually agreeable terms and conditions as set by and between the CITY and the CONTRACTOR. Termination under this section or the CONTRACTOR's resignation shall not give rise to any claim against the CITY for damages or for compensation in addition to that provided hereunder.

- C. It is the intent of this Agreement to secure the personal services of _____, and duly authorized and competent employees and representatives of the CONTRACTOR reasonably acceptable to the CITY. Failure of the CONTRACTOR for any reason to make the services of such persons available to the CITY to the extent necessary to perform the services required in a professional, skillful and timely manner shall be cause for

termination of this Agreement. All persons engaged in the work required under this Agreement shall be authorized or permitted under State law to perform such services, as required by law.

- D. The CONTRACTOR shall not assign or subcontract this Agreement or any of the services to be performed by it hereunder without prior consent of the CITY in writing. Any assignment or subcontracting in violation hereof shall be void and unenforceable. The CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of its subcontractors as it is for the acts and omissions of people directly employed by it. The CONTRACTOR shall require any subcontractor approved by the CITY to agree in a written contract to observe and be bound by all obligations and conditions of this Agreement to which CONTRACTOR is bound.
- E. When the CITY shall have reasonable grounds for believing that: (1) The CONTRACTOR will be unable to perform this Agreement fully and satisfactorily within the time fixed for performance; or (2) A meritorious claim exists or will exist against the CONTRACTOR or the CITY arising out of the negligent, willful or wanton acts, errors or omissions of the CONTRACTOR, its agents, servants or employees, or the CONTRACTOR'S breach of any provision of this Agreement; then the CITY may withhold payment of any amount otherwise due and payable to the CONTRACTOR hereunder. Any amount so withheld may be retained by the CITY for such period as it may deem advisable to protect the CITY against any loss and may, after written notice to the CONTRACTOR, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the CITY, and no person shall have any right against the CITY or claim against the CITY by reason of the CITY'S failure or refusal to withhold monies. No interest shall be payable by the CITY on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the CITY.
- F. The CONTRACTOR shall not assert any claim arising out of any act or omission by any agent, officer or employee of the CITY in the execution or performance of this Agreement against any such agent, officer or employee. Such claims may be made against the CITY.
- G. No member of the governing body of the CITY, and no other officer, employee, or agent of the CITY shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the Code of Ethics of the City of Buffalo; and the CONTRACTOR covenants that no person having such interest shall be employed in the performance of this Agreement.
- H. This Agreement shall be construed in accordance with the laws of the State of New York, and any action at law in connection herewith shall be brought in any of the courts located in the State of New York, Judicial District of Buffalo.

- I. The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the State of New York, the Federal Government, and the City of Buffalo.
- J. During the performance of this Agreement, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, gender, physical disability, sexual orientation or national origin.
- K. This Agreement incorporates all the understandings of the parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written.
- L. All reports prepared and information collected under this Agreement and all data generated in the process of performing the services required, shall be and remain the property of the CITY.
- M. In the event the CITY determines that there has been a material breach by the CONTRACTOR of any of the terms of this Agreement, the CITY has the right, power and authority to terminate this Agreement and to complete the services or any part thereof without consultation with the CONTRACTOR, and the CONTRACTOR shall be obligated to pay the CITY for any losses, damages, costs and expenses, including attorneys' fees, sustained or incurred thereby. For the purpose of such completion the CITY may, for itself or for any of its Consultants, take possession of and use or cause to be used any and all documents, information and files or other items that may have been used or compiled in connection with the performance of this Agreement. This right is in addition to any other right or remedy the CITY may otherwise have.
- N. All costs, expenses, losses, damages, attorneys' fees, and any and all other charges incurred by the CITY under this section shall be charged to the CONTRACTOR and deducted and/or paid by the CITY out of any monies due, payable or to become due or payable under this Agreement to the CONTRACTOR. In completing the services to be performed hereunder, the CITY shall not be required to pursue the least costly means but is entitled to engage those services it reasonably believes to be in its best interests. If such costs exceed the sum due or to become due to the CONTRACTOR, the CONTRACTOR shall pay the excess costs to the CITY.
- O. Each and every provision and clause required by law to be inserted in this Agreement shall be deemed to be inserted and the Agreement shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any provision is not inserted or is not correctly inserted then, upon the written consent of the parties, this Agreement shall forthwith be physically amended to make such insertion.

- P. No change or modification of this Agreement shall be valid unless it is in writing and signed by all parties to this Agreement.
- Q. All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the CITY: **Karla Thomas**
Commissioner of Human Resources
65 Niagara Square, Room 1007
Buffalo, New York 14202

With a Copy to: **David Rodriguez,**
Acting Corporation Counsel
City of Buffalo
65 Niagara Square, Room 1101
Buffalo, New York 14202

To the CONTRACTOR:

Notices shall be deemed to have been duly given, delivered or served either upon personal delivery or three (3) days following the date when the same are sent by registered mail with proper postage.

- R. The CITY and the CONTRACTOR each binds itself and its successors and assigns to the other party and to its successors and assigns with respect to all covenants of this Agreement. The CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written approval of the CITY.
- S. If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if such provisions would then continue to conform to the requirements of applicable laws. The remaining provisions shall thereupon continue in full force and effect.
- T. The CONTRACTOR represents to the City as follows:

That it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and That this Agreement is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the CONTRACTOR hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

Dated at Buffalo, New York, the day and year first above written, and executed in four (4) counterparts.

Signed, Sealed and Delivered
in the Presence of: **CITY OF BUFFALO**

By: _____

Duly Authorized
Date signed: _____

Date signed: _____

Appropriation or Fund: _____

HEREBY CERTIFY that there remain unexpended and unapplied a balance of the appropriation or fund applicable to this contract to pay the expense of executing such contract, as appears, upon the face thereof

Comptroller

I HEREBY APPROVE the foregoing contract, as to form only

Corporation Counsel