

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
OFFICE OF THE COUNTY EXECUTIVE
ALBANY COUNTY SAFE SCHOOL BUS PROGRAM
RFP #2021-081

RFP DISTRIBUTION- *IMPORTANT NOTICE*

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SECTION 1: PURPOSE

- 1.1 The County of Albany is seeking proposals for a multi-year school bus stop-arm enforcement program, as requested by *the Office of the Albany County Executive*.
- 1.2 The County intends to award a contract to a qualified Vendor for a comprehensive, fully integrated, County-wide school bus stop-arm enforcement program. The Vendor will deploy school bus stop-arm camera equipment on designated school buses determined by the County in conjunction with interested local school districts based in the County. The contracted services shall include all hardware, software, installation, maintenance, operation, support and all back-office processing of stop-arm violations as specified below. Vendor must provide the proposed school bus stop-arm enforcement program at no direct cost to the County and its school district and designated Law Enforcement partners.
- 1.3 Approximately twenty-six million children ride a school bus to and from school every day. Studies conducted across the country have shown that tens of thousands of drivers illegally pass a parked school bus every school day. In order to protect our community's children, the County has expressed support for moving forward with a program to address the problem of school bus stop-arm violations.

The County has passed Local Law No. "4" for 2021, "A LOCAL LAW ESTABLISHING A DEMONSTRATION PROGRAM IMPOSING OWNER LIABILITY FOR FAILURE OF AN OPERATOR TO STOP FOR A SCHOOL BUS DISPLAYING A RED VISUAL SIGNAL AND STOP-ARM", to advance its goal to of reducing stop school bus stop-arm violations. A copy of Local Law is attached to this RFP (see Exhibit A).

Vendor proposals shall be commensurate and compatible with Local Law No. "4" for 2021 as well as the Objectives, Scope and Qualifications of this RFP. Vendors should fully familiarize

themselves with Local Law No. 4 for 2021 and any other applicable local or New York State laws including but not limited to New York State Vehicle and Traffic Law §1174-a.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Five (5) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than **4:30 P.M. on Friday June 11, 2021**, at the following address:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, New York 12207

- 2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding of the County's scope and objectives, methodology, and ability to complete services under the contract.
- 2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.
- 2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
- 2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.
- 2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
- 2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.
- 2.8 Proposals will be examined and evaluated by *the Office of the Albany County Executive*.
- 2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

- 3.1 Provide the name, a brief history and description of your firm.
- 3.2 Identify your firm's professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.
- 3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).
- 3.4 Detail your firm's experience with school bus stop-arm enforcement programs.
- 3.5 Provide at least two (2) references from similar projects including name, addresses and telephone numbers.
- 3.6 Provide any additional information that would distinguish your firm in its service to Albany County.
- 3.7 Proposer shall include a completed "Vendor Responsibility Questionnaire" (Attachment "C") with the Proposal.
- 3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

SECTION 4: SCOPE OF SERVICES

- 4.1 The County of Albany (hereinafter "County") requests proposals from qualified Vendors for a multi-year school bus stop-arm enforcement program. The County intends to procure a safe school bus solution with the goal to reduce the number of near crashes, injuries and/or fatalities related to stop-arm violations in order to enhance student safety around school buses.
- 4.2 Approximately twenty-six million children ride a school bus to and from school every day. Studies conducted across the country have shown that tens of thousands of drivers illegally pass a parked school bus every school day.
In order to protect our community's children, the County has expressed support for moving forward with a program to address the problem of school bus stop-arm violations.

The County has passed Local Law No. "4" for 2021, "A LOCAL LAW ESTABLISHING A DEMONSTRATION PROGRAM IMPOSING OWNER LIABILITY FOR FAILURE OF

AN OPERATOR TO STOP FOR A SCHOOL BUS DISPLAYING A RED VISUAL SIGNAL AND STOP-ARM”, to advance its goal to of reducing stop school bus stop-arm violations. A copy of Local Law is attached to this RFP.

Vendor proposals shall be commensurate and compatible with Local Law No. “4” for 2021, as well as the Objectives, Scope and Qualifications of this RFP. Vendors should fully familiarize themselves with Local Law No. “4” for 2021 and any other applicable local or New York State laws including but not limited to New York State Vehicle and Traffic Law §1174-a.

- 4.3 The County intends to award a contract to a qualified Vendor for a comprehensive, fully integrated, County-wide school bus stop-arm enforcement program. The Vendor will deploy school bus stop-arm camera equipment on designated school buses determined by the County in conjunction with local school districts based in the County. The contracted services shall include all hardware, software, installation, maintenance, operation, support and all back-office processing of stop-arm violations as specified below.

The County expects to acquire “turnkey services” as outlined below. The services sought from qualified Vendors include the following:

- A. Installation, maintenance and operation of school bus stop-arm enforcement cameras and equipment.
- B. Processing of data prior to providing access to chargeable stop-arm violations via secure website to the designated Law Enforcement Department for review and authorization of citations by electronic signature for those events that meet specified criteria.
- C. Mailing of duly authorized stop-arm violations to registered vehicle owners for payment.
- D. Maintenance of an online Internet viewing capability for use by designated Law Enforcement personnel, Court personnel and members of the public who receive stop-arm violations in the mail.
- E. Maintenance of all equipment installed on an as-needed basis.
- F. Provision of expert testimony at contested Court hearings related to stop-arm violations as required.
- G. Assistance with development of a public information and community outreach campaign.
- H. Provision of standard monthly statistical reports of program operations
- I. Training County, law enforcement, school district and court staff involved in implementation of the program.

- 4.4 SPECIFICATIONS The following are minimum requirements that the Vendor must meet in order to be eligible to submit a proposal. Responses must clearly show compliance with these minimum qualifications. Applications that are not responsive to these minimum qualifications must thoroughly and clearly explain why an alternative system or program is equivalent to or greater than the requirements below while still meeting the County’s objectives and goals as well as the requirements of Local Law No. “4” for 2021 and any other applicable local or New York State laws including but not limited to New York State Vehicle and Traffic Law §1174a.

4.4.1. Camera System

4.4.1.1. The system must capture video of the vehicle passing the school bus while the stop-arm is extended without any bus driver intervention. The video images must contain the violating vehicle and the extended bus arm. The video must also show the flashing lights on the stop-arm. Systems that are not automated (i.e. require the driver to hit a time stamp button or rely only on the use of people viewing video feeds) to determine and capture violation events are not favored by the County.

4.4.1.2. Camera system must use wireless technology to transmit video from bus to back-end processing. Thumb-drive or DVD of data extraction by bus drivers are not favored by the County.

4.4.1.3. The system must provide the capability to define geographic regions or areas in which to disable event capture (geo-fencing). If “geo-fencing” is not available, please provide an explanation or alternative that will provide the same or similar capability to disable event capturing in certain areas.

4.4.1.4. The proposal must detail the Vendor’s system’s ability to capture license plate numbers of vehicles committing potential stop-arm violations in either an on-coming or over-taking direction of travel. Details must be clearly visible in either one (1) of the two (2) images.

4.4.1.5. Still images must be extracted from the captured video of the potential stop-arm violation: one image showing the vehicle and the extended stop-arm and another image of the rear of the violating vehicle with a legible license plate.

4.4.1.6. Each of the extracted still stop-arm event images must include a data bar. The following information must be recorded in the data bar:

- a) Date
- b) Time
- c) Bus number
- d) Camera ID
- e) GPS coordinates of the bus’s location when the violation was captured.
- f) Electronic symbol or indication that red lights were active and stop-arm was deployed.
- g) Number of seconds bus amber lights were active prior to the vehicle passing the ex-tended stop-arm

4.4.1.7. In addition to the two extracted still images, the stop-arm camera system must capture a color video clip with a duration of at least six seconds.

4.4.1.8. Camera system must be able to capture potential stop-arm violation images in a low-light environment, such as early morning bus routes.

4.4.1.9. Camera system must be able to capture potential stop-arm violation images in inclement weather, including snow and ice.

4.4.1.10. Camera system must be able to pass through an automated school bus washing system without adverse impact.

4.4.1.11. The camera video storage system must be rugged enough to withstand the school bus environment. Detail how your video storage system has been proven to withstand such an environment.

4.4.1.12. Stop-arm camera enclosures must be tamper-resistant and vandal-resistant.

4.4.1.13. Multiple Lanes of Enforcement: Describe the stop-arm camera system's ability to monitor violations across multiple lanes and in multiple directions of traffic. Please state how many lanes a single system can monitor.

4.4.1.14. The County prefers Vendors whose systems are designed to only capture valid stop-arm violation events. Please explain how your proposed system minimizes capture of non-events.

4.4.1.15. The County prefers Vendors whose system has been approved for installation on school buses. Please provide all federal, state, local and SAE regulations and standards the proposed system follows.

4.4.1.16. All equipment proposed must be new equipment of the model specified or an approved equal in current production. Manufacturers' warranties should be included with the proposal. All supplies, equipment, and materials must meet the provisions of all applicable local, state and federal laws and regulations.

4.4.2. Violation Processing

4.4.2.1. The Vendor must be able to provide a robust, fully web-enabled and fully secure violation processing system for stop-arm violation events that includes data processing, prompt delivery of data to designated and authorized Law Enforcement personnel for violation review and violation authorization, violation mailing by the Vendor, and maintenance of secure Internet-based violation viewing capability.

4.4.2.2. The Vendor's stop-arm violation processing system must provide multi-jurisdictional capabilities. As the school or County operates in more than one jurisdiction, the system must forward the violation to the proper jurisdiction for review, if required by the County. Please explain the system's capabilities for handling multi-jurisdictional reviews for a single school or County's program.

4.4.2.3. The Vendor must provide preliminary stop-arm violation review services. After the violation events are reviewed, the events will be queued for designated Law Enforcement personnel to review and approve.

4.4.2.4. The Vendor must be able to capture multiple stop-arm violation events from a single bus stop. Please explain how your system captures multiple stop-arm violation events during a single bus stop.

4.4.2.5. For members of the public who receive stop-arm violations in the mail, the Vendor must provide call center services that will be available during the bulk of the business day (for example from 6:00 a.m. to 6:00 p.m. Monday through Friday), of each week excluding holidays. In addition, the Vendor must also have a full-featured Interactive Voice Response (IVR) system that is available 24 x 7 for the public. Please describe the capabilities of your customer contact center and service capacity.

4.4.2.6. Call center service shall provide response in multiple languages. Vendor shall provide details related to their resources and experience in providing customer service in multiple languages.

4.4.2.7. The successful Vendor will be expected to provide a website for stop-arm violators to view video and high-resolution color images of the violation. Website shall allow online payments and can serve as a resource of information about the program and violation process.

4.4.2.8. The Vendor is required to be an NLETS Strategic Partner and/or have direct DMV relationships established for secure capturing of registered vehicle owner

information. Please state if you are a Strategic Partner, and if so, provide date of certification and a copy of the certificate and confirm that your firm has passed the most current audit. If you are not a Strategic Partner, please provide information about your alternative program for the secure capturing of registered vehicle information.

4.4.3. Court Support

4.4.3.1. Vendor should detail their process on expert testimony and providing evidence packages at contested court hearings for stop-arm violations. Vendor must describe its experience/history with other courts and their systems.

4.4.4. Customer Support

4.4.4.1 Vendor must provide a dedicated support program directly to the County and its school district and designated Law Enforcement partners who will be utilizing the school bus stop-arm solution for all phases of stop-arm program from pre-installation to de-commission. The County shall not be responsible for the coordination of any part of the Vendor's program. Therefore, the Vendor shall provide a detailed customer support plan in its proposal.

4.4.5. Within the past ten (10) year period preceding this RFP, Vendor and current/previous Vendor Officers must not have been suspended, declared ineligible or involuntarily excluded from one or more public procurements (Federal, State or Local) due to allegations, or violations, of any Federal, state or local ethics laws or regulations. Please see the "Disclosure of Prior Non-Responsibility Determinations" form in this RFP to provide further information.

4.4.6. Experience

4.4.6.1. The County requires Vendors that have provided or currently provide turnkey stop-arm photo enforcement programs. Vendor must describe its stop-arm photo enforcement program experience and include a list of your photo enforcement clients.

4.4.6.2. Provide references from at least three stop-arm photo enforcement programs. Include the contact person's name and email address for each reference.

4.4.7. Public Awareness Campaign

4.4.7.1 Vendor must demonstrate experience in implementing a Public Awareness Campaign with at least three (3) other schools or counties. Please provide sample public awareness materials that could be used for the school district or County's program.

4.4.8. Zero Cost to the County

4.4.8.1 Vendor must provide the proposed school bus stop-arm enforcement program at no direct cost to the County and its school district and designated Law Enforcement partners. The County and its partners shall bear no upfront costs for the management, training, support, installation, maintenance, service, decommissioning and removal of the equipment in the school bus stop-arm enforcement program. All costs incurred by the County for the school bus stop-arm enforcement program shall be paid through violation fee revenue. The potential amount of the violation fees assessed per

individual school bus stop-arm violation can be found in Section 4, “Penalties”, of County Local Law No. “4” for 2021.

4.4.9. Project Timeline

4.4.9.1 Vendors should address how long it will take to have their systems completely operational. Vendor should be aware that the County will require that the Vendor be prepared to move forward immediately with the proposed program after entering into a Contract with the County. As such the Vendor should provide a sample “timeline” of the installation process beginning from the time a Contract with the County is signed. Such timeline could include, but is not limited to, information regarding initial meetings, training of the staff of both the County and its school district and designated Law Enforcement partners, selection of bus routes to use the equipment on, installation of equipment, testing of equipment, “go-live” dates and full implementation of the program in a chosen school district.

4.4.10. System Installation, Maintenance, Training, Violation Notice Requirements and Decommissioning

4.4.10.1. The successful Vendor will install and maintain the camera systems, including all hardware and communications devices, on designated school buses.

4.4.10.2. Detail your stop-arm camera maintenance and repair procedures.

4.4.10.3. The Vendor will train designated law enforcement, school, court and County staff involved in the program. Please provide training methodology and timeline for such training.

4.4.10.4. The Vendor shall provide stop-arm notices of liability that include, at a minimum, those items mandated by Section 5, “Notice of Liability”, of Local Law No. “4” for 2021. In addition to any requirements imposed by Local Law No. “4” for 2021 the County would prefer the Vendor provide notices of liability with the following information:

- a) Name and address of the registered vehicle owner(s);
- b) Vehicle license plate number and state;
- c) Notice of violation and a brief explanation;
- d) Date and time of violation;
- e) Location of violation;
- f) Make, model and year of vehicle;
- g) Recorded images showing the violation;
- h) An electronic signature of the sworn police officer authorizing enforcement of the violation under this code;
- i) Explanation of how the vehicle owner(s) may review any relevant recorded images that show the violation;
- j) Amount of the fine imposed and the date by which it must be paid;
- k) Procedures to pay the fine or to request a hearing to contest the violation;
- l) Statement explaining late charges and possible administrative costs; and
- m) Statement warning that failure to pay a fine or contest the notice of violation will be considered an admission of liability.

4.4.10.5. Vendor must provide a sample of a stop-arm notice of liability in its proposal.

4.4.10.6. Decommissioning: The Vendor shall provide in its proposal a description of how cameras and equipment will be removed when required or at the end of any prospective Contract between the County and the Vendor

4.4.10.7. Pursuant to Section 3(d) of Local Law No. "4" for 2021, the County or a school district may at any time withdraw or terminate any agreement entered into pursuant to the Local Law provided that the County or the school district provide no less than thirty (30) days' notice to other signatories of such agreement before withdrawing or terminating..

4.4.11. Statistical Analysis and Reporting Systems

4.4.11.1. In support of the County's project evaluation activities, the successful Vendor will provide a violation processing system that includes a reporting module. The reporting system will generate reports that, at a minimum, include the following:

- a) Number of events recorded by each bus camera and in total
- b) Number of events forwarded to designated Law Enforcement personnel
- c) Number of citations authorized and mailed, by month of issuance
- d) Number of citations returned as undeliverable
- e) Number of paid and unpaid citations
- f) Funds received each day (where Vendor processes payments on behalf of the client).
- g) Any further reporting requirements as described in Section 9, "Annual Report", of Local Law No. "4" for 2021 and New York State Vehicle and Traffic Law §1174-a (m).
- h) Provide a plan for the submission of annual reports in cooperation with the County's Commissioner of Consumer Affairs and Weights and Measures such that the County complies with Section 9, "Annual Report", of Local Law No. "4" for 2021 and New York State Vehicle and Traffic Law §1174-a(m).

4.4.11.2. Detail standard reporting including if it is delivered routinely or available on demand, and method for providing additional information or reports as may be needed.

4.5 OTHER SPECIFICATION AND SERVICES. The following points provide guidance and/or request additional information from Vendors wishing to submit proposals under this RFP. Vendors will indicate their ability to address each of these specifications, briefly describing their approach to each function.

4.5.1. Image Transmission Security

4.5.1.1. Vendors shall describe their approach to maintaining the security of evidence and maintaining a secure chain of custody of evidence.

4.5.2. Payment Processing and Collection Services

4.5.2.1. Describe your approach to stop-arm violation payment processing, including online, mailed and phone payments. The County recognizes that walk-in payment options that allow cash payments for violations is a convenient solution for the "unbanked" or "under-banked" population who may not have a checking account or credit card. Describe your approach to providing such an option for violators.

4.5.2.2. The Vendor should describe what collection services they can provide for delinquent payments of violations.

4.5.2.3. The Vendor should describe what other adverse action services they can provide for delinquent payments of violations if allowable under applicable New York State and local laws.

SECTION 5: TERM OF CONTRACT:

5.1 The County anticipates that the term of this contract will be for four (4) year(s). The County reserves the right to extend the contract for up to five (5) additional one (1) year period(s), at the sole option of the County and under the terms and conditions of the original RFP, unless alternate terms are specified in this RFP and/or the contract for renewals/extensions.

5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

6.1 As previously stated in Section 4, any Proposal shall be of zero direct cost to the County and its local school district partners. Therefore, any proposal submitted by the Vendor shall provide the County a detailed breakdown on how fees from stop-arm violations will be divided between the Vendor and County. By way of example, such “fee-splitting” breakdown could include a flat fee structure per fine violation collected, a sliding scale of fees depending on the number of violation fines collected and equipment installed, a percentage of fees taken based upon violation fines collected and equipment installed or any other structure the Vendor chooses to pro-pose for the County’s consideration. Any Vendor pricing proposal shall be commensurate and compatible with Local Law No. “4” for 2021 and any other applicable local or New York State laws including but not limited to New York State Vehicle and Traffic Law §1174-a.

6.2 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

7.1 In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County’s evaluation process:

SECTION I:

Title Page - The title page should reflect the Request for Proposal subject, name of the proposer, address, telephone number and contact person.

Table of Contents - The Table of Contents must indicate the material included in the proposal by section and page number.

SECTION II:

Qualification / Experience - The Qualification / Experience section must address proposer's qualifications and experience to carry out the requested service, inclusive of, but not limited to: qualification to do business in NYS, number of years in business and length of experience.

Resumes - Resumes of professional staff members who will be involved in the County engagement must be included in this section.

SECTION III:

References - The References section must include references from similar type projects.

SECTION IV:

Plan Implementation - The Plan Implementation Section must address the Scope of Services in terms of the proposer's plan to carry out the requested service.

SECTION V:

Cost Proposal Section - The Cost Proposal Section must include all costs associated with the proposer's plan to carry out the requested service. Any cost proposal forms furnished by the County must be included in this section. As previously stated, any Proposal shall be of zero direct cost to the County and its local school district partners. Therefore, any proposal submitted by the Vendor shall provide the County a detailed breakdown on how fees from stop-arm violations will be divided between the Vendor and County.

SECTION VI:

Mandatory Documentation - The Mandatory Documentation Section must include: The Non-Collusive Bidding Certificate (Attachment "A"), Acknowledgment by Proposer (Attachment "B"), and Vendor Responsibility Questionnaire (Attachment "C"); Iranian Energy Divestment Certification (Attachment "D").

SECTION 8: PROPOSAL EVALUATION

8.1 Proposals will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP.

8.2 Proposals received will be evaluated by a committee with representation from the Office of the Albany County Executive. Proposals shall be evaluated based upon the following:

CRITERIA	WEIGHT
Cost Proposal	25%
System Capabilities and Technology	25%
Implementation (Including Timeliness), Customer Service and Support Plan	25%
Public Awareness Program Capabilities and Experience	15%
Company Qualifications and References in Stop-Arm Enforcement	10%

8.3 Proposals will be examined and evaluated by the Office of the County Executive with the advice of the Albany County Purchasing Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Albany County Executive, the Albany County Contracts Administration Board or the County Legislature for a contract award.

8.4 A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties

SECTION 10: ALTERNATIVES

10.1 Proposer may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized.

SECTION 11: INDEMNIFICATION

11.1 The successful Proposer shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 12: SPECIFICATION CLARIFICATION

12.1 All inquiries with respect to this Request for Proposals must be directed to the Albany County Purchasing Agent as follows:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: Karen.storm@albanycountyny.gov

- 12.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. The County will be bound only by responses given by formal written Addenda.
- 12.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 13.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.
- 13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.
- 13.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 14: PROPOSAL SECURITY

- 14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

- 15.1 The successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:
- (a) **Worker's Compensation and Employer's Liability Insurance:** A policy or policies providing protection for Employees in the event of job related injuries.
 - (b) **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of

property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

- (c) **General Liability Insurance:** A policy or policies or comprehensive all-risk insurance with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000

15.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney:

- (a) Albany County shall be named as an additional insured on all liability, policies. **Proposal number must appear on insurance certificate.**
- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

15.3 No work shall be commenced under the contract until the successful Proposer has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the Contract to be procured by the successful Proposer. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Proposer shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Proposer to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Proposer to procure and maintain any required insurance, shall not relieve the successful Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Proposer concerning indemnification.

SECTION 16: REMEDY FOR BREACH

16.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the COUNTY all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the COUNTY to procure a substitute contractor to satisfactorily complete the contract work, together with the COUNTY's own costs incurred in procuring a substitute contractor.

SECTION 17: CASH DISCOUNT

- 17.1 Cash discounts may be offered by a Proposer for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low Proposer.
- 17.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 18: FREEDOM OF INFORMATION LAW

- 18.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 19: MACBRIDE PRINCIPLES

- 19.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] For 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 19.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

19.3 As used in this section, the term “contract” shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.

19.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 21: ANTIDISCRIMINATION CLAUSE

21.1 Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works, the Contractor 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, gender, marital status, military status, sexual orientation 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 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, gender, marital status, military status, sexual orientation 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 cancelled 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 a 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.

SECTION 23: INTERPRETATION

23.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP, and/or, the Agreement (between the County and the successful Proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFP; 3) the Contractor’s proposal.

SECTION 24: NON APPROPRIATIONS CLAUSE

- 24.1 Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

- 25.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

- 25.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

- 25.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- (a) “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 its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

- 25.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement

setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 27: Section not in use