



DANIEL P. McCOY  
COUNTY EXECUTIVE

COUNTY OF ALBANY  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
112 STATE STREET, ROOM 820  
ALBANY, NEW YORK 12207-2021  
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA  
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM  
PURCHASING AGENT

## MEMORANDUM

**TO:** Craig Carlson, Executive Deputy County Clerk  
Hall of Records

**FROM:** Karen Storm *K Storm*  
Purchasing Agent

**DATE:** November 22, 2019

**RE:** RFRFP#2019-110, Content Management System

---

I am in receipt of your recommendation to award the aforementioned Request for Proposals to Infolinx in the amount of \$155,000.00.

I believe that you have performed a thorough evaluation of the proposal submitted. I have no objection to the selection of Infolinx for an award.

Please obtain the necessary contract approval of the County Legislature, so that we may issue a Notice of Award to the successful proposer.

**Infolinx Proposal**

Cloud License Package  
(as per proposal)

Cost

Number of Licenses 60

\$ 81,000.00

Professional Services

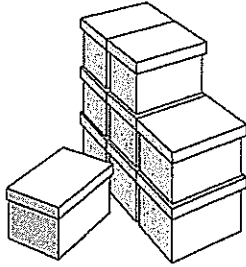
\$ 66,800.00

Hardware

\$ 6,585.00

Total Cost	\$ 154,385.00
------------	---------------

BRUCE A. HIDLEY  
COUNTY CLERK



**ALBANY COUNTY  
HALL OF RECORDS**  
ALBANY COUNTY CLERK

CRAIG A. CARLSON  
DEPUTY COUNTY CLERK

95 Tivoli Street  
Albany, NY 12207  
Phone: (518) 436-3663  
Fax (518) 436-3678  
[www.albanycountyny.com/achor](http://www.albanycountyny.com/achor)

To: Karen Storm  
Purchasing Department

From: Craig Carlson  
Deputy Albany County Clerk

CC: Bruce Hidley  
Albany County Clerk

Geraldine Gould  
Executive Deputy County Clerk

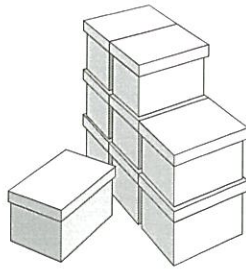
Date: November 22, 2019

Re: Request for Bids #2019-110

A review team consisting of County Clerk Bruce Hidley, Deputy County Clerk Craig Carlson, Chief Information Officer Perry Blanchard, Vincent Commisso, Camisha Smith, and Ricardo Wright-Ramos of the Albany County Hall of Records, reviewed the single bid submitted for purchasing a replacement physical content management system for the Hall of Records.

In conclusion, the review team has determined that the proposal submitted by Infolinx met the specifications as established by the County's request for proposal and wants to proceed with Infolinx as our vendor at a cost not to exceed \$155,000.

BRUCE A. HIDLEY  
COUNTY CLERK



**ALBANY COUNTY  
HALL OF RECORDS**  
ALBANY COUNTY CLERK

CRAIG A. CARLSON  
DEPUTY COUNTY CLERK

95 Tivoli Street  
Albany, NY 12207  
Phone: (518) 436-3663  
Fax (518) 436-3678  
[www.albanycounty.com/achor](http://www.albanycounty.com/achor)

**RFP #2019-110 Follow Up Questions: Infolinx**

**Pricing/Licensing**

1. The proposal lists the Infolinx Software License annual fees for the On-Premises and Cloud-based solutions at \$53,000 (initially, with \$10,000 in annual maintenance, presumably to renew licenses) and \$27,000 respectively. Does this fee cover technical service, support, and hardware/software for the system as well, or are these separate services?
  - a. For the On-Premise license cost, the first-year cost will be \$53,000 to purchase the software and the licenses. The annual maintenance of \$10,600 is to cover the cost of technical support. The cost of hardware is not included in this price but included in the "Hardware" line item. Separate costs for Professional Services for the Implementation are also provided. These are the same for both the On-Premise and Cloud license.
  - b. For the Cloud license cost, the first-year cost is \$27,000, and the ongoing cost will be \$27,00 annually. Separate costs for Professional Services for the Implementation are also provided. These are the same for both the On-Premise and Cloud license.
2. With regards to the cloud storage solution, does the annual License Fee cover the storage of ACHOR data within the cloud? If so, what is the limit with regards to the amount of storage that we are allotted at this particular price level? What is the pricing structure for data storage in the cloud, should we find that we need more?
  - a. Yes, the fee of \$27,000 per year does cover the cost of the ACHOR data within the cloud.
  - b. If ACHOR will be storing any digital content in the cloud, the investment is \$300 annual cloud fee per 50 GB.
  - c. Microsoft offers cloud servers that adhere to the US Criminal Justice Information Services Security Policy. The annual cloud fee increases by 20% for this Azure platform.



3. Do the annual license fees include the cost of Windows OS and Microsoft SQL Server licensing as well?
  - a. No. These are provided by ACHOR if this is an on-premises solution. For the cloud installation, yes, all platform necessary software is included.
4. There seems to be a discrepancy between the final total given for the First Year Total with regards to the Cloud-based solution (\$93,800), and the total found when combining the individual sections (\$27,000 for Software License, \$66,800 for Professional Services, \$6,585 for Hardware, comes out to a total of \$100,385). Our assumption is that the Hardware cost was not factored into the final Cloud-based solution estimate, but we would appreciate confirmation on that.
  - a. Correct—hardware cost was accidentally not factored into the total for the cloud-based solution. Please note that the hardware cost of \$6,585 is for 1 one tethered scanner and 2 portable scanners. This is what Infolinx’s minimum recommendation for the ACHOR team—the team might need more scanners based on their processes and use case.
5. The RFP indicates that there are additional costs for departmental licensing within the On-Premises solution, seemingly in a tiered structure. Can you explain the difference between the Named User License and the Concurrent License? Are there any other kinds of user licenses (read-only, participant, etc....) and, if so, what makes them different from one another? How did you arrive at the estimates given for licensing and what is the pricing structure for On-Premises licenses?
  - a. Named Users Licenses are for the full-time users of Infolinx, typically users with a records management function. Named Users would be good for the people who are the records administrators. Concurrent User Licenses are for users who only need intermittent access. Concurrent users would be good for, for example, departmental users who only need access to the system once a month to run reports on what boxes they have stored at ACHOR, or records staff who periodically check in and check out items to and from the proposed Infolinx Solution.
6. The RFP indicates only one type of license when using the Cloud-based solution. Are there multiple types of licenses for the Cloud-based solution (read-only, participant, etc....) and, if so, what makes them different from one another? What is the pricing structure for Cloud-based licenses?
  - a. The Cloud solution offers an inclusive subscription fee that includes the server and user licenses, system hosting and administration, as well as support and maintenance. The cost is inclusive and not priced by line item.
7. Are there any other kinds of “global” licenses beyond the “Infolinx Enterprise License”?
  - a. No.
8. Should the proposal be accepted, and the project is underway/completed, what are the costs for programmatic changes, or any other ad-hoc changes that we call for down the line?

- a. Following acceptance, Infolinx will work with you to develop a detailed Scope of Work as part of our business analysis of the current system and processes. We will collaborate on a project management timeline to implement the system. During the implementation, changes to the project scope will be evaluated and may result in change orders. Post implementation, program support and maintenance include regular updates to the system.
  - b. In addition, the system is highly configurable and administrative users have the ability to configure the system at any time. The Infolinx application is flexible, and many changes can be made by the client post-deployment. Examples include changing metadata field captions and user security settings. If the changes being requested are not part of the core code, and cannot be made by the client, Infolinx will work with the client to scope the changes being requested, and provide a cost based on the scope.
9. As per p. 14 of the response, we need to understand the Project Change Request (PCR) mechanism. How specific does it get? Will all changes require this formal mechanism, or will there be room for trial and error before committing to a particular course of action/element of the architecture? In other words, how stringent is this?
  - a. During the project phase, if there is a change request needed, Infolinx will work client to define the scope of change and CR form will be filled. Depending on the change requested, it would be reviewed by appropriate teams (development, project team, etc.) and approved. If the change request impacts the project timeline, that would be discussed with the client and also be indicated in the CR form. All change requests have to be documented, reviewed and approved; this helps Infolinx team and client team to determine what good looks like. Reiterations can be made to change request and are documented and goes through same process of review and approval.

### **Professional Services**

1. Of the different elements of “Professional Services,” how much of that work will be provided/performed on-premises? How often will we have contact with/be able to interact with a representative of Infolinx face to face to ask questions and work out problems?
  - a. The only professional services performed onsite at ACHOR will be the User Training. All other professional services will be performed onsite at Infolinx. During the project, ACHOR will have access to both a project manager and an implementation manager. The project manager will host weekly remote calls with the ACHOR team to keep them updated on the progress of their project. In addition, clients can choose to invest in a 2-day on-site project meeting to accelerate the project.

### **Technical Requirements**

1. The Infolinx client is web-based, as indicated by the response, but is there client application as well and, if so, does it run on Windows 10?



- a. There is no client-side application per se. There is an optional barcode scanning utility which does require client-side installation and yes, is Windows 10 compliant.
2. Should we choose the On-Premise solution, will the system run on Windows Server 2016 and above? What versions of Microsoft SQL server are supported? Are there any issues with the anti-virus suite Sophos Cloud that is deployed on all Albany County computers?
  - a. Yes, Windows Server 2016 and above confirmed.
  - b. SQL 2014 and above
  - c. No known issues with Sophos Cloud
3. With regard to Appendix B: Scope of Services: System Requirements and Capabilities (addressed briefly on p. 8 of Infolinx's proposal), we would like to hear more about reports/reporting and forms. Are we as users of the system able to "generate generic reports and...create ad-hoc reports?" (See Appendix B, p. 1: Reporting, Billing, and Forms Requirements, question #1) If so, what costs, if any, are associated with this activity? The same question applies to the functionality of forms: what can we do, and are there costs associated with it?
  - a. Approximately 30 Microsoft SSRS-based stock reports are included with the system. Each of these reports can be filtered in various ways and rendered in either Excel or PDF formats. Reports can also be scheduled for automatic execution and delivery via email. Via Microsoft Report Builder (free software), existing reports may be modified and/or entirely new reports designed by client personnel and embedded within the application interface. No additional costs incurred.
  - b. Additionally, record grid data resulting from end-user searches may also be used to populate ad-hoc reports in either html or csv formats.
4. Will the Cloud-based Solution work in conjunction with the Albany County Active Directory?
  - a. Yes, both Azure AD and ADFS are supported.
5. We have a number of external agencies that will be storing sensitive information within this system. In a cloud-based solution, what measures are taken to ensure the safety and security of this information? Does Infolinx support the use of identification/authorization via a VPN or similar means to ensure that only users from a given agency can view sensitive information relevant to that agency? This is potentially problematic as we have a number of agencies physically located on many different networks that lie within our organizational umbrella, so the configuration of these security protocols could get complex.
  - a. Overall data security is ensured by SSO-based user authentication and the extremely robust Azure platform and includes data encryption both at rest and in transit. Data security native to the Infolinx application is also very robust supporting data restriction capabilities at table (e.g. Legal Holds), row (e.g. each department sees only the boxes for their department and no one else's), and column levels (individual sensitive data elements can be hidden).

6. We have many images on our internal server that are associated with the relevant physical record in the current ACHOR system, most notably the Naturalization Records and the Bertillon Card Series. The ACHOR system currently directs the user to the image via a link to the image's location, i.e. [http://acvwebint/achorimages/9400920000/9400920000\\_00411.pdf](http://acvwebint/achorimages/9400920000/9400920000_00411.pdf) for a naturalization. Will the data migration be able to maintain these associations, or will they need to be reestablished after the migration?
  - a. The links may be maintained, however, ACHOR IT will need to enable/permit URL linking from outside the corporate network (if the cloud option is chosen) so that the cloud-based Infolinx application can reference these documents.
7. When a box is delivered via courier to an external agency, how much detail will be feasible in terms of tracking the location of the box? For example, will the courier be forced to choose from a predetermined set of locations, i.e. Sheriff's office, D. A.'s office, etc... or will they be able to specify a particular person or location within the office on the fly? Can the courier note that the item was left with James at the Sheriff's office or does James at the Sheriff's office have to already exist on the table of possible locations?
  - a. An unlimited number of locations may be managed within the application and from the portable scanners, including both individuals and offices/buildings. Yes, these locations must pre-exist and cannot be dynamically created on the portable scanner.
8. Currently, a box does not enter the physical records inventory until it has been scheduled for transfer to the ACHOR facility by an external agency. With Infolinx, will external agencies be able to create new boxes within the system for records that are still present within their facility, update the contents of the box as needed, track its location within their facility, and then schedule it for transfer to ACHOR at a later date?
  - a. Yes. This approach is one we would recommend.


### **Laserfiche Integration**

1. Once we inevitably migrate the images discussed in the previous question from their current locations on the server to the Laserfiche repository, how difficult will it be to remove the associations with the depreciated internal server locations and utilize the Laserfiche integration as the sole means of accessing these digital images? Can these associations be removed in one large batch or will they have to be removed one by one by a user?
  - a. The associations may be removed either one-by-one or in bulk fashion. Infolinx professional services would be required to assist with the migration to Laserfiche to maintain the unique link between data records in Infolinx and content within Laserfiche.
2. How exactly will the licensing work in terms of the Laserfiche integration. Does the entire Infolinx system require one license in order to query and display information



pulled from the Laserfiche repository? Does each agency/entity's instance of Infolinx need its own separate Laserfiche license, for example the Sheriff's Office, the D.A.'s Office, the County Clerk's Office, etc...?

- a. Technically, Infolinx can activate the integration via a single license, but ACHOR should collaborate with their Laserfiche reseller.
3. Each agency will be storing sensitive information in the Laserfiche repository with access rights granted only to the appropriate users from each agency via Laserfiche authentication. How will we ensure that the same access rights function with regards to the information that Infolinx is able to acquire and display to its users. Will we have to limit the access rights for users via their Infolinx authentication to prevent them from seeing items from other agencies or is there any way to fold the Laserfiche access rights into the Infolinx access rights?
    - a. Yes, to ensure data access restrictions within Laserfiche, Infolinx user logins to Laserfiche would require their own Laserfiche-specific credentials.
  4. In page 8 of the response, in the section Project Scope, Appendix D., the response discusses the functionality of the Laserfiche integration as being able to "...create items within Laserfiche that represent physical items." Can you elaborate on what this functionality entails, as well as the pros and cons of using the integration in this manner? Do you have any other institutions that use this functionality on a regular basis?
    - a. When the Laserfiche integration is in place, physical records created in Infolinx are replicated within the Laserfiche repository with appropriate meta-data for organizational, searching, or security purposes. One of the chief benefits is the provision then of federated searching within Laserfiche for all records, regardless of media type. Although the integration can also provide cross-application navigation and shared retention rules, this is probably the primary benefit of the integration itself.
  5. It may prove necessary to include our Laserfiche vendor, General Code, in on the discussions/consultations and processes. Is Infolinx comfortable with this? What has Infolinx's experience been in the past with this kind of integration?
    - a. Yes, Infolinx is comfortable with this. Infolinx is experienced with this process and previous engagements with Laserfiche resellers have proceeded without difficulty.



Infolinx  
10800 Connecticut Ave  
Kensington, MD 20895  
[www.infolinx.com](http://www.infolinx.com)

Kurt Thies  
Vice President – Sales  
[kurt@infolinx.com](mailto:kurt@infolinx.com)  
240-297-7243



## Infolinx Response for RFP #2019-110: Content Management System



PREPARED FOR:

**County of Albany**

Karen A. Storm  
Albany County Purchasing Agent  
112 State Street, Room 820  
Albany, New York 12207

October 16, 2019



## Section I: Table of Contents

### Contents

Section I: Table of Contents .....	2
Section II: Qualification and Experience:.....	3
About Infolinx .....	3
Dedicated Infolinx Team for County Engagement .....	4
Authorized Binders and Main Office Address: .....	4
Experience with Physical Records Management System: .....	5
Section III: References: .....	6
Section IV: Plan Implementation .....	7
Customer Overview:.....	7
Project Scope:.....	8
Overall Project Approach and Project Timeline: .....	8
Roles & Responsibilities .....	9
Key Milestones and Deliverables .....	11
Methods of Communication:.....	13
Section V: Cost Proposal.....	15
<b>Acceptance</b> .....	18
Section VI: Mandatory Documentation.....	19
Attachment A: Non-Collusive Bidding Certificate .....	20
Attachment B: Acknowledgement by Proposer.....	21
Attachment C: Vendor Responsibility Questionnaire.....	22
Attachment D: Iranian Energy Divestment Certification .....	26
Proposal Form .....	27
Cost Proposal Form.....	29
Receipt Confirmation Form .....	30







## Section II: Qualification and Experience:

### About Infolinx

Since 1987, Infolinx has been creating and deploying records management software solutions that enable global organizations to successfully manage the complete lifecycle of their physical and digital records.

With more than 30 years of experience, Infolinx has implemented solutions for organizations in highly regulated industries, helping them achieve information compliance and improve productivity. Infolinx delivers thorough coverage for 21 CFR Part 11 compliance by providing controlled access, user authentication, confidentiality, complete audit trail, and identity-based upon at least two parameters.

Infolinx offers a true thin-client, browser-based, enterprise-class records management application. We also provide professional business services ranging from records management consultation to color-label barcoding to file folder and box conversions.

 Technology	 Features
<ul style="list-style-type: none"><li>✓ Cloud or on-premises</li><li>✓ 100% browser-based</li><li>✓ ECM/Offsite storage connectors</li><li>✓ SSO ready</li><li>✓ Role-based security model</li><li>✓ REST web services available</li><li>✓ Configurable interface</li></ul>	<ul style="list-style-type: none"><li>✓ Advanced retention/disposition for physical and digital records</li><li>✓ Powerful record tracking</li><li>✓ Legal holds management</li><li>✓ Extensive reporting capabilities</li><li>✓ Full-text, keyword searching</li><li>✓ Workflow email notifications</li></ul>
 Compliance	 Support
<p>Permanent audit trails and robust security model ensure regulatory compliance.</p> <ul style="list-style-type: none"><li>✓ 21 CFR Part 11</li><li>✓ GxP Guidelines</li><li>✓ Sarbanes-Oxley</li><li>✓ HIPAA</li></ul>	<ul style="list-style-type: none"><li>✓ Responsive, in-person support staff available by phone or email</li><li>✓ Track and submit customer support tickets online</li><li>✓ Online access to video tutorials, FAQ, and technical documents</li><li>✓ On-site and remote training</li></ul>



### Dedicated Infolinx Team for County Engagement

The following are the Infolinx team members that will be responsible for the successful completion of the content management project at Albany County.

Name	Position	Years of Experience	Location of Office
Kurt Thies	Vice President of Sales	Over 20 years of experience in the records and information management industry. Has served as an executive at several records and information management companies, including Accutrac, Iron Mountain, TAB, and Infolinx.	Headquarters
Divyesh Khatri	Implementation Manager	Over 20 years of experience developing and implementing records management software. Has consulted with and advised numerous clients on best practices and acted as the liaison between the client's requirements and the development and implementation teams. Has worked at several records and information management companies, including Accutrac, Iron Mountain, and Infolinx.	Headquarters
Tim Butler	Chief Solutions Architect	Over 20 years of records and information management software development experience. Assists clients in designing and scoping their software architecture.	Headquarters
Cindy Matter	Project Manager	Over 5 years of project management experience in the records and information management industry.	Headquarters
Terry Butler	Senior Software Engineer	Over 20 years of records and information management software development experience. Ensures	Headquarters
Vincent Dudek	Technical Project Manager	Over 20 years of records and information management software development experience.	Headquarters

### Authorized Binders and Main Office Address:

The following are those Infolinx employees authorized to bind the organization:

- Amy Hamilton, CEO
- Julia Sweeney, Vice President and Business Unit Leader
- Kurt Thies, Vice President of Sales

### Headquarters Office Information:

10800 Connect Avenue  
Kensington, MD 20895  
301-942-1224

### Experience with Physical Records Management System:

Our parent company, Spacesaver Systems Inc. was founded in 1973 as a privately held, family-owned distributor of high-density mobile storage equipment and related products and services. As a result of the need to track the physical files and boxes placed in this high-density shelving, the Infolinx division was created and began developing and providing records management solutions in 1987.

Infolinx is especially experienced within the government sector. Over half of Infolinx clients are part of a government organization, and 75% of our government clients are local governments and municipalities. Our local government clients range from small city government offices to heavily populated cities with nearly one million residents. We have migrated our clients from a variety of legacy software – including OmniRIM, RCAMS, Oracle, IBM FileNet, Access databases, Excel spreadsheets, and more.

Infolinx has experiencing integrating our physical records management solution with the Laserfiche electronic content management application. With the Laserfiche integration, clients are able to:

- **Seamlessly Manage** both physical and electronic records from the Infolinx application
- **Reduce Risk Exposure** through compliance with regulatory mandates, such as DoD 5015.2, resulting from the application of consistent records management policies across the enterprise
- **Decreased Discovery and Litigation Costs** by the provision of federated records management searching capability and legal holds application and removal regardless of records media type
- **Minimized Storage Costs** via timely execution of physical records disposition processes
- **Increased Workflow Efficiencies** including the prevention of missing physical records, streamlined check-in/check-out capabilities, and technology-assisted records audits
- **Contemporary Technology** built on Microsoft's .Net platform, installed as a true thin-client, browser-based solution

### Section III: References:

The following are the Infolinx clients provided for reference:

**Ulster County, NY:**

Laurie Hancock  
Deputy County Clerk  
845-340-3415  
25 South Manor Avenue  
Kingston, NY 12401

**Library of Virginia:**

John Clark  
Server Administrator  
804-692-3715  
800 E Broad Street  
Richmond, VA 23219

**The Texas State Library and Archives:**

Craig Kelso  
Director of State and Local Records Management Program  
512-463-5534  
1201 Brazos Street  
Austin, TX 78701

**Missouri State Archives:**

Tom Nield  
Director for Records Management  
(573) 751-4502  
600 W Main Street  
Jefferson City, MO 65101



## Section IV: Plan Implementation

### Customer Overview:

**County of Albany** is looking to replace its current, homegrown records management system. The current system was deployed in 2003 and is no longer supported. The replacement should manage the full lifecycle of physical records, allowing County of Albany to classify, organize, and track files and boxes from creation to final disposition. The County would like to improve their internal and external processes by using barcode readers to track the physical records. County of Albany would like to implement a web-based tool that can modernize their records management processes. The chosen tool also needs to be able to integrate with the county's already purchased Laserfiche Rio Electronic Content Management System (ECMS) for the Albany County Hall of Records (ACHOR).

ACHOR has two separate functions: the Records Center, and the Archives. The Records Center holds the records of County, City, and Judicial agencies and are not publicly available. These mostly active records comprise about 85% of the volume in ACHOR. The other 15% of the volume is from the Archives, which contains numerous physical documents types, such as: documents, oversized volumes, photographs, maps, microfilm, and microfiche.

Key features required must include, at minimum:

1. The creation and distribution of permissions by a System Administrator to users both internally (based here at ACHOR) and externally (out and among the various agencies/departments) to utilize the new application with permission level/type dictating user access and capabilities.
2. The general management of records throughout their life cycle, including their creation and destruction, and the application of the New York State Records Retention and Disposition Schedules to the records.
3. The tracking of records consisting of the various types of containers referred to above via machine-readable system ("barcoding") at locations internally (within ACHOR's facility) and externally (out and among the agencies/departments).
4. The ability to access and update information in the new application via portable handheld devices (i.e. users should be able to access and alter information from wherever they are, rather than solely at their desks/typical work areas).
5. The creation of custom (and customizable) reports generated from data contained within the new system, as well as the ability to create ad-hoc reports.
6. The ability to charge/bill agencies/departments/other user-entities for services rendered by ACHOR, including but not limited to storage, retrieval, destruction, provision of containers, etc.
7. The ability to audit and record all actions that occur within the new system by the System Administrator, including but not limited to user access of the electronic records stored in Laserfiche.
8. In addition to the above general criteria for the replacement system (see "Section 4: Scope of Services" for more specific criteria), interested firms shall also provide the following services during the project:
9. Coordinate installation of new application and required technical infrastructure with Albany County DIS.
10. Satisfy any technical requirements established by Albany County DIS (for specifics, see "Section 4: Scope of Services," specifically Appendix A)
11. Migrate and convert data from ACHOR's existing application to the new application.

12. Coordinate integration of new application and Laserfiche Rio with Albany County DIS and any other relevant parties such that data/information from Laserfiche flows freely into the new system.
13. Project Management including establishment and holding of regular, periodic meetings between proposer, ACHOR staff, DIS staff, and any other relevant parties.
14. New application training for users and DIS staff.
15. User manuals and/or online tutorials, as well as web-based instructions.
16. Management and oversight of/for any system upgrades that may occur during the life of the contract.
17. Help desk access and support via both toll-free telephone and email means to assist staff at any point during development and implementation processes.

### Project Scope:

Infolinx will perform the following tasks to implement a new records and information management solution: 1) *Define Application Architecture*, 2) *Define Application Configuration & Functionality*, and 3) *Provide Production Solution*. The Scope of Work tasks are based on the following assumptions and dependencies:

- 1) Infolinx will provide staff availability for assistance in requirements definition and testing. County of Albany will perform acceptance testing in the test environment and
- 2) Infolinx and County of Albany will each assign an individual to act in the capacity of Project Manager for this project to coordinate the project activities.

Infolinx confirms that we are able to meet all requirements listed within RFP #2019-110, including:

- Appendix A: Scope of Services: Technical and Infrastructure Requirements
- Appendix B: Scope of Services: System Requirements and Capabilities
- Appendix C: Scope of Services: Project Management and Implementation, and Support
- Appendix D: Scope of Services: Laserfiche Rio Integration\*
  - \* Infolinx currently offers an integration with Laserfiche. Infolinx can create items within Laserfiche that represent physical items. Metadata from electronic records in Laserfiche can be imported into Infolinx, making Infolinx the repository of record. Any amount of metadata and URLs can be imported, allowing electronic content to be searched from within the Infolinx application. Retention can then be applied to both physical and electronic records. Infolinx has last integrated with Laserfiche 10.2, on-premises.

### Overall Project Approach and Project Timeline:

The implementation of Infolinx is comprised of the following project phases, detailed in the sections below.

#### Project Initiation 1 Week

- Gather and define all functional requirements to be met by the Infolinx application.
- Define the project approach, project scope, and roles & responsibilities in the Statement of Work document.
- Identify resources for project management, business owner SME, and subject matter experts for: legacy data, SSO, SSL, barcode scanners, and labels.

#### Application Architecture Configuration 6-8 Weeks

- Configure application architecture to meet the functional requirements of County of Albany
- Set up webinar project meetings to review the application configurations.
- Configure any hardware and/or barcode labels, set up SSO and SSL.
- Perform internal quality assurance testing.

**Initial Data Migration 2-3 Weeks** *(can occur during Application Architecture Configuration)*

- Client to deliver initial data to Infolinx in order to import full data sets from legacy data.
- Data analysis and discussion to define box, file data, retention, user, and location data.
- Develop ETL (extract, transform, load) scripts to collect, convert, and write client's legacy data according to rules defined in previous step.

**Application Functional Review 6-8 Weeks**

- Install release candidate application on Azure cloud platform.
- Client to verify full data migration is completed according to requirements.
- Client quality assurance testing completed, final client sign-off.
- Infolinx remediation completed.

**Final Data Migration 3 Days**

- Client to deliver final legacy datasets to Infolinx.
- Infolinx to perform complete migration of all legacy data.

**Go-Live Deployment 1 Day**

- End-user training for Infolinx application.

Install final application on Azure cloud platform or on-premises, depending on needs of Albany County.  
The following Project Deliverables are considered in-scope:

- Software Installation
- Data Migration
- Data Cleansing
- System Configuration
- Report Design
- Label Design
- Training

The following Project Deliverables are considered out-of-scope:

- SQL configuration
- System testing
- UAT testing

**Roles & Responsibilities**

The following key project team members have been identified by Role and Responsibilities/Accounts. This identification will support the deliverables and success criteria as identified in this document.

Role	Key Responsibilities
ACHOR/DIS Project Lead	<ul style="list-style-type: none"> <li>• Overall project success for ACHOR.</li> <li>• Escalation contact for ACHOR</li> <li>• Attends the Team meetings.</li> <li>• Review and approve Statement of Work document.</li> <li>• Provide User Acceptance Testing Approval.</li> <li>• Review and approve Functional Specification document.</li> <li>• Identify the ACHOR project team personnel to be trained on Infolinx.</li> <li>• Provide "Train the Trainer" acknowledgement.</li> <li>• Provide System Acceptance approval.</li> </ul>
ACHOR/DIS IT Lead	<ul style="list-style-type: none"> <li>• Attends the Team meetings.</li> <li>• Provide a technical environment meeting the System Requirements for the Infolinx application.</li> <li>• Review and approve Functional Specification document.</li> </ul>
ACHOR/DIS Subject Matter Expert	<ul style="list-style-type: none"> <li>• Attends the Team meetings.</li> <li>• Provide insight and knowledge pertaining to ACHOR business requirements, processes and functions</li> <li>• Assist in defining the User Acceptance Testing cases</li> <li>• Assist in defining the Training Plan</li> </ul>
INFOLINX Project Sponsor/Manager, Professional Services	<ul style="list-style-type: none"> <li>• Overall project success for INFOLINX.</li> <li>• Escalation contact for INFOLINX.</li> <li>• Review and approve Statement of Work document.</li> </ul>
INFOLINX Business Analyst/Project Manager	<ul style="list-style-type: none"> <li>• Attends the Team meetings.</li> <li>• Ensure that the project meets ACHOR and INFOLINX objectives and standards</li> <li>• Assist ACHOR Project Sponsor/Business Lead in ensuring that the project meets the expectations of ACHOR management</li> <li>• Report project status to ACHOR, including schedule, risks, and issues</li> <li>• Manage change control, risk, and issues</li> <li>• Maintain staffing plan and project timeline</li> <li>• Develop and maintain project plans consisting of scope, schedule, cost, communication and risk</li> <li>• Coordinate and direct day-to-day activities as well as monitor project execution against the baseline project plan.</li> <li>• Provide User Acceptance Testing (UAT) acceptance acknowledgement.</li> <li>• Review and approve Functional Specification document.</li> <li>• Provide "Train the Trainer" acknowledgement.</li> <li>• Provide System Acceptance approval acknowledgement.</li> </ul>



Role	Key Responsibilities
INFOLINX Technology Applications Specialist	<ul style="list-style-type: none"> <li>• Attends the Team meetings.</li> <li>• Provide application design and configuration services.</li> <li>• Provide Functional Specification documentation.</li> <li>• Provide installation and configuration services of Infolinx in ACHOR environment.</li> <li>• Provide installation of software license.</li> <li>• Provide "train the trainer" application training to identified ACHOR users, including documentation.</li> </ul>

### Key Milestones and Deliverables

#### 1. Application Architecture

*Estimated Duration: 4-6 weeks*

Infolinx Tasks:
<ul style="list-style-type: none"> <li>• Collaborate with County of Albany staff in the education and completion of the Application Architecture workbook</li> <li>• Collaborate with County of Albany staff to determine the client and/or matter-specific data elements to be regularly imported from Aderant exported system data.</li> <li>• Remedy the configuration of any data elements not consistent with the corresponding definition in the Application Architecture workbook</li> </ul>

Infolinx Deliverables:
<ul style="list-style-type: none"> <li><input type="checkbox"/> Completed Application Architecture Workbook</li> <li><input type="checkbox"/> Data Dictionary</li> <li><input type="checkbox"/> Client-installed File Watcher utility, configured to import Aderant data</li> <li><input type="checkbox"/> Azure-installed Infolinx WEB version 3.6 application</li> <li><input type="checkbox"/> Azure-re-installed Infolinx WEB version 3.6 application to remedy exceptions to data elements as defined within the Application Architecture workbook</li> </ul>

County of Albany Tasks:
<ul style="list-style-type: none"> <li>• Collaborate with Infolinx to complete the Application Architecture Workbook</li> <li>• Collaborate with Infolinx to install the Infolinx File Watcher utility to import desired exported data elements from Aderant</li> <li>• Remedy the configuration of any data elements not consistent with the corresponding definition in the Application Architecture workbook</li> </ul>



<b>County of Albany Deliverables:</b>
---------------------------------------

- |  |
|--|
| <input type="checkbox"/> Provide sign-off on Application Architecture Workbook |
|--|

## 2. Application Configuration & Functionality *Estimated Duration: 6-8 weeks*

<b>Infolinx Tasks:</b>
------------------------

- |  |
|--|
| <ul style="list-style-type: none"><li>• Collaborate with County of Albany staff to provide up to 8 hours of initial basic application training</li><li>• Collaborate with County of Albany to assist with configuration of barcode scanners</li><li>• Collaborate with County of Albany staff to design and configure black and white and/or color-coded barcode labels (up to 2 per data Infolinx)</li><li>• Collaborate with County of Albany staff to coordinate SSO configuration based upon ADFS</li><li>• Collaborate with County of Albany staff for the implementation of an SSL certificate</li><li>• Collaborate with County of Albany staff to define security roles within the application and the establishing of all application rights within those roles</li><li>• Collaborate with County of Albany staff to define Infolinx Preferences (i.e. variable application configuration settings by User, Role, Workstation, or System)</li><li>• Collaborate with County of Albany to import full data sets from with County of Albany legacy data</li><li>• Perform end-to-end test and address any deficiencies in the delivered Infolinx solution</li></ul> |
|--|

<b>Infolinx Deliverables:</b>
-------------------------------

- |  |
|--|
| <ul style="list-style-type: none"><li><input type="checkbox"/> Completed Application Architecture Workbook</li><li><input type="checkbox"/> Data Dictionary</li><li><input type="checkbox"/> Azure-installed Infolinx WEB version 3.6 application</li><li><input type="checkbox"/> Azure-re-installed Infolinx WEB version 3.6 application to remedy exceptions to data elements as defined within the Application Architecture workbook</li></ul> |
|--|

<b>County of Albany Tasks:</b>
--------------------------------

- |   |
|---|
| <ul style="list-style-type: none"><li>• Provide staff resources for: basic Infolinx training, barcode scanner configuration, the definition of labels to be housed within Infolinx, the configuration as necessary of SSO and SSL, the configuration of security and preferences internal to the Infolinx</li></ul> |
|---|

application, and the validation of the fully functional Infolinx WEB version 3.6 application.

- Remedy the configuration of any data elements not consistent with the corresponding definition in the Application Architecture workbook

**County of Albany Deliverables:**

- ☐ Provide sign-off of the Infolinx WEB version 3.6 functional application

**3. Product Solution Delivery**

*Estimated Duration: 2 weeks*

**Infolinx Tasks:**

- Perform complete migration of all County of Albany legacy data
- Perform end-to-end test and address any deficiencies in the delivered Infolinx solution

**Infolinx Deliverables:**

- ☐ Azure-installed Infolinx WEB version 3.6 production application:
- ☐ Azure-installed Infolinx WEB version 3.6 test application for up to 30 days

**County of Albany Tasks:**

- Provide legacy datasets to the Infolinx secure file sharing site as requested

**County of Albany Deliverables:**

- ☐ Provide system acceptance

Methods of Communication:

The Albany County and Infolinx teams will have several methods of communication and coordination, including, but not limited to:

- Remote weekly project meeting phone calls
- Email, as needed
- Phone calls, as needed
- Onsite visit by Infolinx to Albany County to tour operations and better understand the ACHOR use case.

The following process will be followed if a change to the project scope is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and recommend it for further investigation or reject it. Infolinx will specify any charges for such investigation. A PCR must be signed by authorized representatives from both parties to authorize investigation of the recommended changes. Infolinx will invoice County of Albany for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the Agreement.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW.

## Section V: Cost Proposal

The following cost proposal is proprietary information.

### Infolinx Software License

<b>On-Premises License</b>	
Infolinx Enterprise License - SQL Ready V3.6	<b>\$34,500</b>
Named User Licenses:	
• 10@\$950 (\$9,500)	
Concurrent User Licenses:	
• Tier 1 (1-10) – 10@\$550 (\$5,500)	
• Tier 2 (11-99) – 10@\$350 (\$3,500)	
<i>The user amounts provided are sufficient for the 15-20 ACHOR staff listed in the RFP, and sufficient for several departmental users to have access. Infolinx would like to know specific number of users that departments will need, and that ACHOR staff will need to confirm these numbers.</i>	<b>\$18,500</b>
<b>On-Premises License Subtotal</b>	<b>\$53,000</b>
<b>Annual Maintenance</b>	<b>\$10,600</b>
<b>Cloud License</b>	
Infolinx Enterprise License - SQL Ready V3.6	
<i>The cloud fee provided is sufficient for the 15-20 ACHOR staff listed in the RFP, and sufficient for several departmental users to have access. Infolinx would like to know specific number of users that departments will need, and that ACHOR staff will need to confirm these numbers.</i>	<b>\$2,250/month</b>
<b>Cloud License Subtotal</b>	<b>\$27,000</b>
<b>Professional Services</b>	
<b>Consultation &amp; Analysis</b>	
• Consultation and analysis performed to understand current practices, legacy system data structure review, functionality gaps, system usage, and security and user setting needs.	<b>\$10,000</b>
<b>Application Configuration &amp; Installation</b>	
• Infolinx architects work with you to create the functional requirements for the system. Our Engineering and Development team configures the system based on these agreed upon specifications and requirements.	<b>\$10,000</b>
<b>Project Management</b>	
• Project Manager will coordinate, manage, and facilitate the implementation process from contract acceptance through completion of installation and customer acceptance.	<b>\$8,000</b>
<b>Data Analysis and Conversion</b>	
• Infolinx will analyze and configure the data for easy transfer during the installation process, evaluating data integrity, providing extraction and cleansing.	<b>\$15,000</b>

THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW.

<b>User Training</b>	
<ul style="list-style-type: none"> <li>Pre-Deployment Training: 16 hours of remote training for application administrators and IT staff responsible for testing the project during the Application Functional Review process.</li> <li>Go-Live Training: Onsite training includes specialized training for application administrators and/or IT users, and dedicated end user training. This price reflects 3 days of onsite training immediately after go-live</li> <li>Post-Deployment Training: 4 hours of remote training that occur a month after go-live. This training is to address questions that application administrators, end users, and IT users have after utilizing their Infolinx system.</li> </ul>	<b>\$8,800</b>
<b>Laserfiche Integration</b>	
<ul style="list-style-type: none"> <li>Infolinx currently offers an integration with Laserfiche. Infolinx can create items within Laserfiche that represent physical items. Metadata from electronic records in Laserfiche can be imported into Infolinx, making Infolinx the repository of record. Any amount of metadata and URLs can be imported, allowing electronic content to be searched from within the Infolinx application. Retention can then be applied to both physical and electronic records. Infolinx has last integrated with Laserfiche 10.2, on-premises</li> </ul>	<b>\$15,000</b>
<b>Professional Services Subtotal</b>	<b>\$66,800</b>
<b>Hardware</b>	
<b>LS4208 Tethered Barcode Scanner with 5 Year Warranty</b>	<b>\$595</b>
Price indicates 1 unit	
<b>TC51 with 3-year Zebra OneCare Select Service</b>	<b>\$5990</b>
Price indicates 2 units	
<b>Hardware Subtotal</b>	<b>\$6,585</b>
<b>Total Project Cost First Year—On-Premise</b>	<b>\$136,985</b>
<b>Total Project Cost First Year—Cloud</b>	<b>\$93,800</b>

Below are barcode scanner names, descriptions, and prices. If records are typically entered and scanned at a central location, like a check-in/check-out desk, we recommend the tethered scanners. If records staff typically moves the records to and from shelves and records do not come to a central location like a check-in/check-out desk, Infolinx recommends the TC51 scanners. The number of scanners needed is dependent on how many records staff are typically moving, checking-in, or checking-out boxes at the same time. Infolinx is happy to consult with the county to learn more about their processes and make a recommendation on which scanners to use. Our minimum recommendation is included in the pricing above. Please see scanner pricing below:

Scanner Type	Description of Use	Cost per Unit
--------------	--------------------	---------------

THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW.

LS4208 Tethered Barcode Scanner/5-year warranty	A quick way to transfer and search for items within the application, normally used at a file room check-in	\$595
LI4278 Wireless Tethered Barcode Scanner/3-year warranty	A quick way to transfer and search for items within the application, normally used at a file room check-in. The base is connected to the computer and the scanner has a limited range.	\$995
TC51 with 3-year Zebra OneCare Select Service. Includes Scanner, Single Slot Charger Cradle, Power Supply, DC cable for power supply, US AC 7.5' Line Cord and Micro-USB to USB Cable.	This scanner is often used in a warehouse or office environment to reconcile the Infolinx database with where items actually are located.	\$2,995

Statement of Confidentiality

This proposal has been prepared specifically for County of Albany in its effort to procure a records management solution and is proprietary to Infolinx.

This proposal includes information that shall not be disclosed and shall not be duplicated, used or disclosed in whole or in part, for any other purpose than to evaluate the proposal.

This proposal is valid for 90 days, unless accepted by County of Albany or extended by Infolinx in writing, it will no longer be valid.

Acceptance

For County of Albany:

Authorized Signature	_____
Printed Name	_____
Title	_____
Date	_____

For Infolinx:

Authorized Signature	_____
Printed Name	_____
Title	_____
Date	_____



## **Section VI: Mandatory Documentation**

Attachment A: Non-Collusive Bidding Certificate

Attachment B: Acknowledgement by Proposer

Attachment C: Vendor Responsibility Questionnaire

Attachment D: Iranian Energy Divestment Certification

Proposal Form

Cost Proposal Form

Receipt Confirmation Form



**ATTACHMENT "A"**  
**NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO**  
**SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW**

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 organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

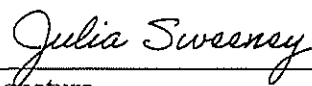
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

  
\_\_\_\_\_  
Signature

Vice President  
\_\_\_\_\_  
Title

10/14/2019  
\_\_\_\_\_  
Date

Spacesaver Systems, Inc. DBA Infolinx System Solutions  
\_\_\_\_\_  
Company Name

**ATTACHMENT "B"**  
**ACKNOWLEDGMENT BY PROPOSER**

If Individual or Individuals:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

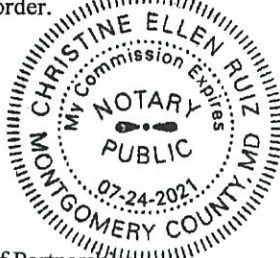
Qualified in \_\_\_\_\_

Commission Expires \_\_\_\_\_

If Corporation:

STATE OF Maryland )  
COUNTY OF Montgomery ) SS.:

On this 14th day of October, 2019, before me personally appeared Amy Hamilton to me known, who, being by me sworn, did say that he resides at (give address) 10800 Connecticut Ave, Kensington, MD 20895; that he is the (give title) President of the (name of corporation) Spacesaver Systems, Inc., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.



*Christine Ellen Ruiz*

*Christine Ellen Ruiz*  
\_\_\_\_\_  
Notary Public, State of Maryland

Qualified in Montgomery County, MD

Commission Expires 07/24/21

If Partnership:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.:

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of \_\_\_\_\_ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Qualified in \_\_\_\_\_

Commission Expires \_\_\_\_\_

**ATTACHMENT "C"**  
**ALBANY COUNTY**  
**VENDOR RESPONSIBILITY QUESTIONNAIRE**

1. VENDOR IS: <input checked="" type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME  Spacesaver Systems, Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 23-1923893 b) DUNS # 066774803	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:  Infolinx System Solutions		5. WEBSITE ADDRESS (if applicable)  <a href="https://infolinx.com/">https://infolinx.com/</a>	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE  10800 Connecticut Avenue Kensington, MD 20895		7. TELEPHONE NUMBER  301-942-1224	8. FAX NUMBER  301-962-3280
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>  N/A		10. TELEPHONE NUMBER  N/A	11. FAX NUMBER  N/A
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE  Name Julia Sweeney Title Vice President and Business Unit Leader Telephone Number 240-283-1968 Fax Number 301-962-3280 e-mail julias@infolinx.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Amy Hamilton	TITLE President	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:			
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

16.	<p>WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p> <p>a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</p> <p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;</p> <p>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</p> <p>8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.</p> <p>b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <p>1. federal, state or local health laws, rules or regulations. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
17.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <p>a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>c) Property Tax <i>Indicate the years the vendor failed to file.</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
20.	<p>IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES <sup>1</sup> :	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;		
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.			

<sup>1</sup> “Affiliate” meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity’s daily operations, that entity will be an “affiliate” for purposes of this questionnaire.

**ALBANY COUNTY  
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN # 23-1923893

State of: Maryland )  
 ) SS:  
County of: Montgomery )

**CERTIFICATION:**

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.


The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business Spacesaver Systems, Inc. DBA  
Infolinx System Solutions

Address 10800 Connecticut Avenue

City, State, Zip Kensington, MD 20895

Signature of Owner 

Printed Name of Signatory Amy Hamilton

Title President

Sworn before me this 14th day of October, 2019.

Notary Public



Christine Ruiz  
Printed Name

Christine Ellen Ruiz  
Signature

10/14/2019  
Date

**Attachment "D"**  
**Certification Pursuant to Section 103-g**  
**Of the New York State**  
**General Municipal Law**

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business 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 political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

  
\_\_\_\_\_  
Signature

Vice President  
\_\_\_\_\_  
Title

10/14/2019  
\_\_\_\_\_  
Date

Spacesaver Systems, Inc. DBA Infolinx System Solutions  
\_\_\_\_\_  
Company Name

# COUNTY OF ALBANY

## PROPOSAL FORM

### PROPOSAL IDENTIFICATION:

Title: Content Mangement System

RFP Number: 2019-110

### THIS PROPOSAL IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent  
Albany County Department of General Services  
Purchasing Division  
112 State Street, Room 820  
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

- (a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date 10/08/19  
10/10/19

Number Addendum #1  
Addendum #2

(receipt of all of which is hereby acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

- (b) Proposer has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Proposer deems necessary;



- (c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

- 4. Proposer will complete the Work for the following prices(s): (Attach Proposal)
- 5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
- 6. The following documents are attached to and made a condition of this Proposal:
  - (a) Non-Collusive Bidding Certificate (Attachment "A")
  - (b) Acknowledgment by Bidder (Attachment "B")
  - (c) Vendor Responsibility Questionnaire (Attachment "C")
  - (d) Iranian Energy Divestment Certification (Attachment "D")
- 7. Communication concerning this Proposal shall be addressed to:
  - Kurt Thies, kurt@infolinx.com
  - Olivia Vinkler, oliviav@infolinx.com
  - Phone: 240-297-7243 (Kurt); 240-283-1973 (Olivia)
- 8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

## COUNTY OF ALBANY

### COST PROPOSAL FORM

#### PROPOSAL IDENTIFICATION:

Title: Content Management System  
RFP Number: 2019-110

Submit a lump sum cost proposal for the services described above in Section 4, Scope of Services.

Detail the fee structure for the Proposal. Provide hourly rates and reimbursable costs if not included in the lump sum.

<b>COMPANY:</b>	<u>Spacesaver Systems, Inc. DBA Infolinx System Solutions</u>
<b>ADDRESS:</b>	<u>10800 Connecticut Avenue</u>
<b>CITY, STATE, ZIP:</b>	<u>Kensington, MD 20895</u>
<b>TEL. NO.:</b>	<u>301-942-1224</u>
<b>FAX NO.:</b>	<u>301-962-3280</u>
<b>FEDERAL TAX ID NO.:</b>	<u>23-1923893</u>
<b>REPRESENTATIVE:</b>	<u>Kurt Thies</u>
<b>E-MAIL:</b>	<u>kurt@infolinx.com</u>
<b>SIGNATURE AND TITLE</b>	<u><i>Kurt Thies</i></u>
<b>DATE</b>	<u>10/16/19</u>

COUNTY OF ALBANY  
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION  
112 STATE STREET, ROOM 820, ALBANY, NY 12207  
TELEPHONE: 518-447-7140/ FAX: 518-447-5588

TITLE: CONTENT MANAGEMENT SYSTEM RFP NUMBER: 2019-110

**Receipt Confirmation Form**

Please complete and return this confirmation form as soon as possible:

Karen A. Storm  
Purchasing Agent  
County of Albany  
112 State Street, Room 820  
Albany, NY 12207

**IF YOU PLAN TO SUBMIT A PROPOSAL, YOU MUST RETURN  
THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL  
FURTHER COMMUNICATION REGARDING THIS RFP.**

Company Name: Spacesaver Systems, Inc. DBA Infolinx System Solutions

Address: 10800 Connecticut Avenue

City: Kensington State: MD Zip Code: 20895

Contact Person: Olivia Vinkler

Title: Business Development Associate

Phone Number: 240-283-1973 Fax Number: 301-962-3280 E-Mail: oliviav@infolinx.com

If a Bidders/Proposers meeting has been arranged for this Bid/RFP, please indicate if you plan to attend:

☐ Yes / ☒ No

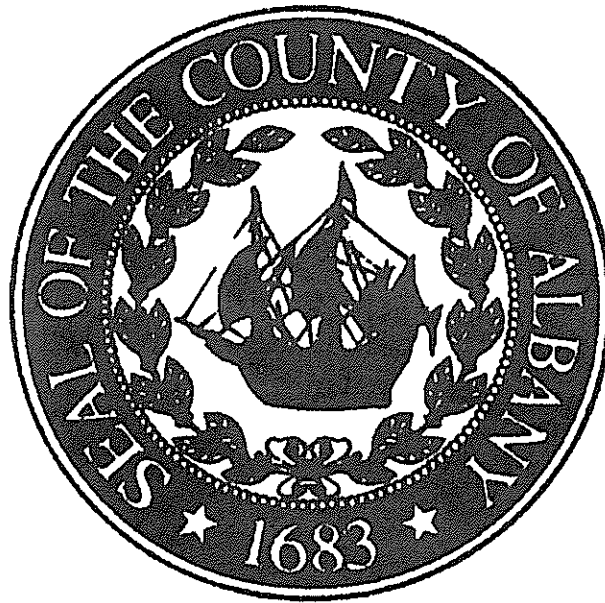
I authorize the County of Albany to send further correspondence that the County deems to be of an urgent nature by the following method:

Courier Collect: \_\_\_\_\_ Mail X (but prefer email if possible)

# **COUNTY OF ALBANY**

## **REQUEST FOR PROPOSALS**

### **HALL OF RECORDS**



**RFP # 2019-110**

### **CONTENT MANAGEMENT SYSTEM**

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
KAREN A. STORM, PURCHASING AGENT  
112 STATE STREET, ROOM 820  
ALBANY, NY 12207**

COUNTY OF ALBANY  
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION  
112 STATE STREET, ROOM 820, ALBANY, NY 12207  
TELEPHONE: 518-447-7140/ FAX: 518-447-5588

TITLE: CONTENT MANAGEMENT SYSTEM RFP NUMBER: 2019-110

**Receipt Confirmation Form**

Please complete and return this confirmation form as soon as possible:

Karen A. Storm  
Purchasing Agent  
County of Albany  
112 State Street, Room 820  
Albany, NY 12207

**IF YOU PLAN TO SUBMIT A PROPOSAL, YOU MUST RETURN  
THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL  
FURTHER COMMUNICATION REGARDING THIS RFP.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

If a Bidders/Proposers meeting has been arranged for this Bid/RFP, please indicate if you plan to attend:

☐ Yes / ☐ No

I authorize the County of Albany to send further correspondence that the County deems to be of an urgent nature by the following method:

Courier Collect: \_\_\_\_\_ Mail \_\_\_\_\_

COUNTY OF ALBANY  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
112 STATE STREET, ROOM 820  
ALBANY, NY 12207

## NON-PROPOSER RESPONSE

RFP #2019-110

Content Management System

The Albany County Department of General Services, Purchasing Division, is interested in the reasons why bidders/proposers fail to submit bids/proposals. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

- ☐ Could not meet Scope of Services.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ Scope of Services not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Project not suited to firm.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid/proposal.
- ☐ Other reasons; please state and define: \_\_\_\_\_

---

---

---

---

---

Vendor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Vendor Telephone: \_\_\_\_\_



**NOTICE TO PROPOSERS -- ALBANY COUNTY  
REQUEST FOR PROPOSALS #2019-110**

Sealed Proposals for **Content Management System** as requested by the Albany County Hall of Records will be received by the Albany County Purchasing Agent, Room 820, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, October 11, 2019.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, **starting** by close of business (4:30 p.m.) on September 26, 2019

Karen A. Storm  
Purchasing Agent

Dated: September 19, 2019  
Albany, New York

PUBLISH ONE DAY – SEPTEMBER 26, 2019 -- THE EVANGELIST  
PUBLISH ONE DAY – SEPTEMBER 26, 2019 -- THE TIMES UNION

**COUNTY OF ALBANY**  
**REQUEST FOR PROPOSALS**  
**CONTENT MANAGEMENT SYSTEM**  
**ALBANY COUNTY HALL OF RECORDS**  
**RFP #2019-110**

**RFP DISTRIBUTION- *IMPORTANT NOTICE***

The County of Albany officially distributes RFP documents through the Purchasing Division Office or through the Empire State Bid System website at <http://www.empirestatebidsystem.com>. Copies of RFP documents obtained from any other source are not considered official documents. Only those vendors who obtain proposal documents from either the Purchasing Division Office or the Empire State Bid System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Albany County Purchasing Division or the Empire State Bid System, it is strongly recommended that you obtain an official copy.

**SECTION 1: PURPOSE**

- 1.1 The County of Albany is seeking proposals for securing the purchase, installation, implementation (including project management), training in usage, staff support, conversion of data, and maintenance services of a qualified firm to replace the existing Physical Records Management System with one that can be well-integrated with the Laserfiche Rio Electronic Content Management System (ECMS) for the Albany County Hall of Records (ACHOR).
- 1.2 ACHOR's current physical records management system (henceforth referred to as the "existing application" or "current application") was developed and deployed in 2003 by Albany County's Division of Information Services (DIS) and can no longer be supported. ACHOR has also outgrown the functionality of the existing application and would like to improve, among other things, its internal and external tracking mechanisms via the introduction of a machine-readable tracking system, i.e. "barcoding." Finally, ACHOR purchased the Laserfiche Rio ECMS in 2017 and requires a new physical records management system (henceforth referred to as "new application/system" or "replacement application/system") that can seamlessly interface with it so that users can view and access both physical and electronic content in one application.
- 1.3 ACHOR was created in 1982 and is a joint Albany County-City of Albany Records and Archives Management program, the only one of its kind in New York State. Although it is a joint County-City agency, ACHOR is primarily a County department, receiving the vast majority of its funding and operational support from Albany County and falling under the political authority of the Albany County Clerk, a countywide elected official.

ACHOR currently stores approximately 115,000 cubic feet of records and, as can be inferred from above, ACHOR has two units with two different functions: the Records Center and Archives. The Records Center manages the records of the various County, City, or Judicial agencies that are **not publicly available** and are only typically only available to the creating

agency. Many of these records are active, but there are inactive records stored in the Records Center as well. Together, the Records Center's holdings make up approximately 85% of ACHOR's total. The Archives consists of records that have been conveyed to it by County/City/Judicial agencies or the public and are publicly available (although some records have been restricted due to their sensitive nature), and may be accessed in ACHOR's public search room. Some of these records date back to the 17<sup>th</sup> century and include documents, oversized volumes, photographs, and maps, among other things. The Archives accounts for approximately 15% of ACHOR's holdings. Most of ACHOR's records are stored in cubic foot storage containers (sometimes referred to as "boxes"), but sometimes in other size containers as well or, for volumes of various sizes, in acid-free paper and kept on shelves in its warehouse. ACHOR's Archives also has a considerable collection of microfilm and microfiche, and this requires the same level of management as the other physical records.

In general terms, therefore, a proposal for a new, replacement physical records management system must be for a system minimally capable of performing the following functions:

- I) The creation and distribution of permissions by a System Administrator to users both internally (based here at ACHOR) and externally (out and among the various agencies/departments) to utilize the new application with permission level/type dictating user access and capabilities.
- II) The general management of records throughout their life cycle, including their creation and destruction, and the application of the New York State Records Retention and Disposition Schedules to the records.
- III) The tracking of records consisting of the various types of containers referred to above via machine-readable system ("barcoding") at locations internally (within ACHOR's facility) and externally (out and among the agencies/departments).
- IV) The ability to access and update information in the new application via portable handheld devices (i.e. users should be able to access and alter information from wherever they are, rather than solely at their desks/typical work areas).
- V) The creation of custom (and customizable) reports generated from data contained within the new system, as well as the ability to create ad-hoc reports.
- VI) The ability to charge/bill agencies/departments/other user-entities for services rendered by ACHOR, including but not limited to storage, retrieval, destruction, provision of containers, etc.

- VII) The ability to audit and record all actions that occur within the new system by the System Administrator, including but not limited to user access of the electronic records stored in Laserfiche.

In addition to the above general criteria for the replacement system (see “Section 4: Scope of Services” for more specific criteria), interested firms shall also provide the following services during the project:

- I) Coordinate installation of new application and required technical infrastructure with Albany County DIS.
- II) Satisfy any technical requirements established by Albany County DIS (for specifics, see “Section 4: Scope of Services,” specifically Appendix A)
- III) Migrate and convert data from ACHOR’s existing application to the new application.
- IV) Coordinate integration of new application and Laserfiche Rio with Albany County DIS and any other relevant parties such that data/information from Laserfiche flows freely into the new system.
- V) Project Management including establishment and holding of regular, periodic meetings between proposer, ACHOR staff, DIS staff, and any other relevant parties.
- VI) New application training for users and DIS staff.
- VII) User manuals and/or online tutorials, as well as web-based instructions.
- VIII) Management and oversight of/for any system upgrades that may occur during the life of the contract.
- IX) Help desk access and support via both toll-free telephone and email means to assist staff at any point during development and implementation processes.

## **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 October 11, 2019** at the following address:

Karen A. Storm  
Albany County Purchasing Agent  
112 State Street, **Room 820**  
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 Albany County Hall of Records and Albany County Division of Information Services.
- 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 the Physical Records Management System you are proposing, as well as your experience managing the installation and implementation of said system. Please also detail your experience integrating your proposed Physical Records Management solution with Electronic Content Management Systems generally and with Laserfiche Rio in particular.
- 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 Please See Appendix A, "Scope of Services: Technical and Infrastructural Requirements," Appendix B, "Scope of Services: System Requirements and Capabilities," Appendix C, "Scope of Services: Project Management and Implementation, Training, and Support," and Appendix D, "Laserfiche Rio Integration."

#### **SECTION 5: TERM OF CONTRACT:**

- 5.1 The contract period shall be for a period of three (3) years. Contract shall commence on the date of the fully executed contract and shall continue for three (3) years.
- 5.2 At the end of the initial one year contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2)



consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.

- 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 Submit a lump sum cost proposal for the services described above in Section 4, Scope of Services.
- 6.2 Detail the fee structure for the Proposal. Provide hourly rates and reimbursable costs if not included in the lump sum.
- 6.3 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.

**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 ACHOR and Albany County Division of Information Services. Proposals shall be evaluated based upon the following:

<b><i>CRITERIA</i></b>	<b><i>WEIGHT</i></b>
Proposer's Experience with Installation and Implementation of Proposed Physical Records Management System; Experience with Data Migration/Conversion; and Experience with Implementation of Barcoding System for Tracking Purposes for Customers who previously lacked said tracking system	15%
Proposer's Experience with Integration of Proposed Physical Records Management System with Electronic Content Management Systems generally and with Laserfiche Rio particularly as well as a plan for integration of these systems at ACHOR as per Appendix D	25%
Proposer's Ability to Address and Satisfy Requirements of Appendix A including Data Migration/Conversion	15%
Proposer's Ability to Address and Satisfy Requirements of Appendix B/System Requirements and Capabilities	15%
Proposer's Ability to Address and Satisfy Requirements of Appendix C/Project Management, Implementation, Training, and Support	15%
References	5%

Proposed price of software, software maintenance (including upgrades), data conversion, training, ongoing support, and Laserfiche integration	10%
---	-----

8.3 Proposals will be examined and evaluated by ACHOR and Albany County Division of Information Services 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 9: Section not in use**

## **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 820**  
Albany, NY 12207  
Telephone: (518) 447-7140  
Facsimile: (518) 447-5588  
Email: [Karen.storm@albanycountyny.gov](mailto: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**

*R*

- 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 of 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 20: PRIVACY OF PERSONAL HEALTH INFORMATION**

- 20.1 In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the CONTRACTOR, (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI), (as defined in 45 CFR § 164.501) other than as permitted or required by this AGREEMENT with the COUNTY (deemed a HYBID ENTITY as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The CONTRACTOR shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this AGREEMENT.

### **20.2 OBLIGATIONS, ACTIVITIES AND PERMITTED USES AND DISCLOSURES**

- a. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may use PHI for the proper management and administration of the CONTRACTOR, to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services contained in this AGREEMENT or to carry out the legal responsibilities of the CONTRACTOR as required by the Scope of Services, provided that such use or disclosure would not violate the Privacy Rule (as defined in 45 CFR Part 160 and Part 164, subparts A and E) if done by the COUNTY or the minimum necessary policies and procedures of the COUNTY. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may disclose PHI for the proper management and administration of the CONTRACTOR and to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services of this AGREEMENT, provided such disclosures are Required By Law or reasonable assurances are obtained that the information will remain confidential, be used or disclosed solely for the purpose it was disclosed or as Required By Law, and that any violation of such confidentiality will be reported to CONTRACTOR.
- b. The CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided by this AGREEMENT, and, upon knowledge of a violation, to mitigate any known harmful effects of such a disclosure. The CONTRACTOR shall immediately report to the COUNTY any use or disclosure of PHI not provided by this AGREEMENT of which it becomes aware. The CONTRACTOR shall ensure any agents

and subcontractors of the CONTRACTOR to the extent allowed by this AGREEMENT, to whom PHI is supplied, created, used or maintained on behalf of the COUNTY, shall be bound by the requirements of this Article.

- c. The CONTRACTOR shall provide access to PHI in a designated record set in accordance with 45 CFR § 164.524. The CONTRACTOR shall make any amendments to PHI in a designated record set that the COUNTY directs or agrees to in accordance with 45 CFR § 164.526. The CONTRACTOR shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528.
- d. The CONTRACTOR shall make internal practices, books, records, including policies and procedures on PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY available to the Secretary of the Department of Health and Human Services or his designee for the purposes of determining the CONTRACTOR's compliance with this Article.

### 20.3 TERMINATION

- a. Upon the COUNTY'S knowledge of a breach or violation of this Article by the CONTRACTOR, the COUNTY, pursuant to 45 CFR § 164.504(e)(2)(iii), may terminate the AGREEMENT if it determines that such a breach violated a material term of this Article. Notwithstanding that, the COUNTY may provide an opportunity for the CONTRACTOR to cure the breach or end the violation within a time set by the COUNTY and, if cure is not possible or does not occur within the time limit, immediately terminate the AGREEMENT without penalty. If neither termination nor cure is feasible, the COUNTY shall report the violation to the Secretary.
- b. Upon termination of this AGREEMENT, if feasible, the CONTRACTOR, shall return or destroy all PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY that the CONTRACTOR still maintains in any form and retain no copies of such information, or, if such return or destruction is not feasible, extend the protections of this AGREEMENT to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

## SECTION 21: AFFIRMATIVE ACTION REQUIREMENTS

- 21.1 It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors/proposers and subcontractors utilize minority and women labor to the greatest extent feasible.
- 21.2 In proposing on this contract, the Proposer acknowledges an understanding of this policy. The contractor/proposer shall carry out the policy by making every reasonable effort to award

contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

- 21.3 In an effort to assist Proposers with compliance attached you will find the following:  
Article SC19-Affirmative Action Plan and Department of Affirmative Action Compliance Forms.

## **SECTION 22: EXTENSION OF CONTRACTS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK**

- 22.1 It is the intent of this Request For Proposals that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of services from the resulting contract award.
- 22.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
- 22.3 All purchases shall be subject to audit by the other political subdivisions for which the purchase was made.
- 22.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
- 22.5 Upon request, participating entities must furnish the Contractor with the proper tax exemption certificates or documentation of tax exempt status.
- 22.6 The sole responsibility in regard to performance of the contract, or any obligation, covenant, condition or term thereunder by the successful Proposer and the participating entities will be borne and is expressly assumed by the successful Proposer and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such contract by a participating entity or the successful Proposer, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized contract.

## **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 26: Section not in use**

**SECTION 27: Section not in use**

**SECTION 28: Section not in use**



## ***Appendix A—Scope of Services: Technical and Infrastructural Requirements***

To be considered, proposals must at minimum satisfy the following requirements:

### Albany County's On- Premise Requirements

VMWare ESXi for the Virtual Server Environment. Virtual machines operate within a VMWare VSphere HA/DRS virtual server environment with tiered iSCSI storage

Windows 2016 operating system

MS-SQL 2017 (64-bit preferred) or better

Active Directory 2016 in native mode for directory services

Server-Albany County requires the selected system to run in a virtual environment on the VMWare platform. The bidder needs to supply the technical requirements of the proposed solution to include Hard Disk space requirements, RAM requirements, Operating Systems, and Data Base requirements (must be ODBC compliant) for all required servers including the public web server. The bidder should also provide the application-level security design and configuration. The virtual environment will be maintained by Albany County Division of Information Services.

Desktop/Client-Albany County uses the Windows 10 Operating System and Microsoft Office 2016. The bidder should provide technical requirements for the client configuration, web browsers and any minimum hardware requirements to work on these systems or better. Users authenticate without administrative rights, therefore client software should not require UAC elevation. The bidder should also provide any requirements for 3<sup>rd</sup> party software and/or drivers.

Data Conversion- It is anticipated that data conversion will occur when migrating to the new application. The bidder will be required to assist with any electronic data conversion and it is expected that the bidder be responsible for the overall data conversion coordination, import, and validation of the data into the new application. The bidder should describe their scope of data conversion services, along with a timeline for the conversion and go-live date.

Backup and Recovery- System must provide the ability for full backup and recovery in case of any type of malfunction. Backups must include images and index data with flexibility for the system administrator to control and adjust backup procedures. Currently the county standard is to capitalize on Veeam to create image level backup of virtual servers and to backup replicas to off-site storage, this requires the underlying database to be VSS aware/compliant. Bidder should provide backup/recovery procedures and policies. The County's data shall remain the property of the County, regardless of storage location.

Peripheral Devices- The bidder should provide information regarding compatible peripheral devices to include scanners, printers, barcode readers, and any other portable hand-held devices

that may be utilized with the system. If device is unable to connect to the network, said device must be capable of storing information until a connection is available.

Support- the bidder should discuss requirements for any access including remote access to support the application and should also discuss the process by which the solution is patched and/or upgraded.

Training- the bidder should discuss training IT staff in regards to system and database maintenance.

See Appendix E, “Albany County's Preferred Standards for Technology” directive for additional information.

#### Vendor Hosted Option (Cloud based) Requirements

See Appendix F, “Cloud Based Applications” directive for additional information.

## ***Appendix B—Scope of Services: System Requirements and Capabilities***

Proposals must at minimum address the following requirements:

### ***Permissions, Security, and Auditing Requirements***

- 1) Ability to create a System Administrator class with complete capability to perform all system functions including creating user accounts, modify menus and screens, define user rights, and other manage the system.
- 2) Ability for System Administrator to create other classes of users and assign permissions and capabilities to these classes (e.g. read only, read and write privileges, etc.).
- 3) Ability to limit retrieval request rights of user(s).
- 4) Ability to limit destruction authorization rights by user.
- 5) Ability to indicate user's role (e.g. Department Head, Records Coordinator, etc.).
- 6) Ability to create groups or roles to make security setup easier and more efficient.
- 7) Ability to limit a user's or group's access by agency/department.
- 8) Ability to track agency/departmental information and activity (i.e. tracking of users and their activities associated with a particular agency/department as well as any actions undertaken for that agency by ACHOR personnel).
- 9) Ability to track user information (including name and contact information) and activity including but not limited to the actions taken and the date and time of said actions.

### ***General Functionality Requirement***

- 1) All Data Fields must be "drop-down" capable, i.e. fields that when selected must provide user with a range of options from which to choose from so as to avoid inconsistent data entry and/or searcher confusion.

### ***Reporting, Billing, and Forms Requirements***

- 1) The ability to generate generic reports and to create ad-hoc reports utilizing data from within the system by the System Administrator and/or relevant staff (in but not limited to PDF format and manipulable text). Examples include but are not necessarily limited to storage reports, activity reports, destruction reports, etc.
- 2) Examples of generic types of reports include but are not limited to: spatial reports (including but not limited to spatial availability and if so desired organized by sub-section of facility e.g. "search room," "vault," "expansion," etc.); daily activity reports (including

- 3) but not limited to retrievals); transfer reports, both in the aggregate for a customized period of time and by individual transfer list; destruction reports, both in the aggregate for a customized period of time and by individual request for destruction authorization (RDA) list(s); location reports (including but not limited to assessment of open locations and activity/storage by locations such as ACHOR's Search Room, Archival Unit, Vault, and sub-section of warehouse), inventory reports, supply reports (i.e. type and amount of materials available to perform tasks), reports based upon retention code (e.g. the volume of records that have been given a particular code), duration reports (i.e. how long as something been stored at ACHOR or wherever it is being stored and tracked such as an agency), etc.
- 4) The ability to create ad-hoc electronic billing statements based upon services rendered by ACHOR by System Administrator and/or relevant staff. Examples include but are not necessarily limited to the ability to bill/charge agencies/departments for storage, transfers, retrievals, destructions, supplies, etc.
- 5) The ability to create ad-hoc electronic forms as needed by System Administrator and/or relevant staff. Forms must be located within and connected to the new system so that data entered upon the form can then set work-processes into motion. Examples include but are not necessarily limited to access or "signature card" forms that grant permission to access system, supply order forms, transfer forms, Request for Destruction Authorization (RDA) forms, Archival Conveyance forms, etc.

### ***Inventory Management Requirements***

- 1) Control Numbers:
  - a) Ability to assign 10-digit inventory control number (ICN) to any record and/or container, with the first two digits referring to the year the record came under ACHOR's purview (e.g. 85-45612-000 means that the records came into ACHOR's system in 1985), the next five digits referring to the order in which the records was accounted for in that year (i.e. 19-00001-000 means that this record was the first one assigned a control number for 2019), with the final three digits serving as effective space-fillers. (Note: ACHOR is open to considering the removal of the final three digits).
- 2) Record Series:
  - a) Ability to assign Record Series codes to the records. Currently, ACHOR does not organize any of its materials in the current application by record series. This would be an absolute requirement for those records deemed "Archival," but the option must be available to give this code to any record as items stored in the Records Center may eventually be conveyed to the Archives.

### ***Appendix B—Scope of Services: System Requirements and Capabilities***

- b) Ability to indicate if records are restricted, sealed, or confidential with rationale (e.g. HIPAA, PPIA, etc.).
  - c) Ability to place records and record series on hold, reason for hold, and who placed the series on hold.
  - d) Ability to indicate retention schedule type (see “Retention and Disposition Requirements” below) for records.
  - e) Ability to indicate minimum life span (in years/months) or permanent status of the records.
  - f) Ability to track conditional retentions and what they are based upon (i.e. “2 years after 21<sup>st</sup> birthday”).
  - g) Ability to indicate superceded values to governing schedule retentions, if necessary.
  - h) Ability to indicate record format (hardcopy, volume, microfilm, microfiche, electronic records, record stored in Laserfiche repository, etc.).
  - i) The system must designate those records whose data was entered *before* the new system came online and those records whose data was entered *after* the new system came online.
  - j) The system must allow for bulk-editing of records at the record series level (but not only at this level; ACHOR wants to be able to make bulk changes to all containers/items/records within any other grouping such as all items on a given shelf, transfer list, etc. as well as the ability to create custom groupings for this purpose).
- 3) Agency Information:
- a) Ability to assign alphanumeric agency codes to records and associate record series with their creating agency. ACHOR currently utilizes a seven digit numerical code to refer to agencies (e.g. Albany County Clerk: 0100800; Albany City Clerk: 0200700), but may consider alphanumeric format in the future.
  - b) Ability to track agency demographic: address, floor, room, contact, email, phone information for billing and reporting purposes as well as the ability to designate whether agencies are billable or not.
  - c) Ability to track agency aggregate holdings as measured in cubic footage.

### ***Inventory Retrieval Requirements***



- 1) Ability for external users (i.e. agency/department users) to make requests electronically for the retrieval of inventory containers and/or items from within a container.
- 2) Ability for internal users (i.e. ACHOR users, especially those in the Search Room and Archives) to electronically request the retrieval of inventory containers and/or items from within a container.
- 3) Ability to browse inventory by record series and container contents range (e.g. folder, file, etc.).
- 4) Ability to browse/search inventory by agency/department as well as by date transferred to facility (note: we would also like to be able to search by date to be able to answer the question, "What work was performed on this date?").
- 5) Ability for external users to access the system and browse their inventory.
- 6) The system must support formatted, multi-field screens for the entry of retrieval requests.
- 7) Ability for departments to indicate electronically the receipt of requested item (Note: our primary goal is to be able to generate this information upon delivery of request through use of portable handheld device that reads the barcode at the drop-off location and sends this information to the system. However, having this as a possibility as well may prove useful).
- 8) Ability for ACHOR staff to indicate electronically the return of requested item (see #6 above and accompanying note: we would ideally like to be able to achieve this via portable handheld device that reads the barcodes and sends this information to the system).
- 9) Ability to indicate if container/item is not being returned to the facility and done in such a way that the range information is updated as a result (e.g. "Box 1 has files 1-10 and is sent to an agency; agency removes file 5, and Box 1 information is updated automatically to reflect the change).
- 10) Ability to indicate if a record that user is attempting to request has already been "checked out" to another user at that agency/department/location or if it could not be found.
- 11) Ability to automate our current Reference Request Log which assigns and lists the reference request number (ascends sequentially), the user name and unit, date of retrieval, whether item has been pulled (if item has been pulled, identify who pulled it at ACHOR), not found or, as occasionally happens, indicate that the record was picked up in person.
- 12) Ability to account for conversion work, i.e. if a record has to be converted to another format, there must be a way to account for this and to notify the user(s).

- 13) Ability for authorized external users (e.g. records coordinators in the agencies/departments) to view their agency's holdings and reports (transfer lists, box contents, retrievals, reference requests, record series listings, etc.).
- 14) Ability to identify any required data fields and ability to alert the user to the need to add required data to any database records that do not comply with these requirements.
- 15) All data fields must be searchable. At minimum, the search capability must provide Boolean operations, relational expressions, and wildcard characters.
- 16) The system must support full-text searching of item descriptions.
- 17) The system must be able to retrieve information by designated field values, such as agency name, transfer list number, RDA number, record series title, etc. or the identifier associated with a storage container or other item. The vendor must specify whether any fields within the database cannot be indexed and searched.
- 18) The system must support the extraction of user-defined data in a delimited format based on specified search criteria. All fields in the database must be accessible for extraction.

#### ***Physical Space Management and Tracking Requirements***

- 1) Space Management and Tracking (General): The system must accommodate the current, physical layout of ACHOR and be able to add new sections and/or sub-sections should the facility expand. Internally, the system must be able to organize and recognize location via alphanumeric code in a specific sequence that tells users where the item is located, and the system must be able to convert this alphanumeric code into a machine-readable format (i.e. "barcoding") for tracking purposes (Note: To be clear, ACHOR currently does **not** possess a barcoding system, so proposal should account for this).
- 2) As such, the system must be able to support the printing of barcode labels for locations and permit the scanning of those labels via portable handheld devices (see also "Inventory Retrieval Requirements," requirement #6).
- 3) Space Management and Tracking (internal): The system must be able to track records located within ACHOR, both on the shelves (the primary storage location), but also in the Search Room and Archival Unit (e.g. staff retrieves record for customer, the fact that the record is in the Search Room for this purpose should be tracked, which in turn generates data for records usage reports for the Search Room, etc.). The system must also be able to track and account for records as they are returned to or transferred into ACHOR from outside/external.
  - a) Ability to track containers and the files contained within them via barcode, but also via control number (see above), Agency Name and Sub-unit as well as agency code (see above).

- b) Ability to track the date in which containers were transferred to the Hall of Records. Ability to identify the record series of the records stored in the container.
  - c) Ability to track inventory usage by cubic feet or portion thereof (relevant for billing and reporting purposes).
  - d) Ability to indicate when a record overflows to other boxes.
  - e) Ability to track transfer of inventory in the storage facility by agency/unit (i.e. "Transfer List"). Transfer lists should receive their own unique alphanumeric, multi-character code. System should be able, if ACHOR so chooses, to customize transfer lists codes such that agency, year, and number of list for that year is easily discernable by users.
  - f) Ability to indicate range and description of the record series.
  - g) Ability to access reference request history associated with records (e.g. requester information, date/time, etc.).
- 4) Space Management and Tracking (external): The system must be able to track records as they exit ACHOR and are delivered to locations outside of it (e.g. if ACHOR were delivering records to the County Clerk's office, there needs to be a way to account for the records' new location upon delivery).
- a) Ability to track active records currently retained within departmental locations.
  - b) Ability to electronically "box" records in the system when they become inactive and are to be physically boxed and transferred to ACHOR.
  - c) Ability to retrieve and search for boxes, transfer, and conveyance lists, reference requests, weeding lists, etc.
- 5) The system must be able to identify storage locations that are occupied currently and those that are available currently at the shelf level, based on the user-defined storage capacity of each shelf ("user-defined storage capacity" means that authorized user(s) possess the ability to manually change the storage capacity of shelves).
- 6) Related to the notion of "user-defined storage capacity," authorized users must be able to manually allocate "custom" space to account for various record formats beyond cubic foot containers.
- 7) Ability to manage open inventory locations across multiple storage locations and to automatically assign (with ability to override) incoming inventory containers to available locations.

- 8) Ability to automatically free space when boxes are destroyed.

***Retention and Disposition Requirements***

- 1) Ability to assign and indicate governing New York State retention schedule (e.g. CO-2, MU-1, MI-1, EDU-1, etc.) to the records. This of necessity requires that the new system be capable of uploading the New York State Retention and Disposition schedule.
- 2) Ability to apply retention codes to records stored at ACHOR as well as to those that are active within the agencies that have not been transferred into ACHOR.
- 3) Ability to indicate all relevant information pertaining to the destruction process including but not necessarily limited to method (e.g. shred), date/time, authorizing agent(s), volume, firm/vendor responsible for destruction, etc.
- 4) Ability to indicate planned destruction date for records.
- 5) Ability to build workflows that inform agency/department of records eligible for destruction.
- 6) Ability for authorized external user(s) in the agencies/departments (e.g. records coordinators, department heads, etc.) to remove items from destruction weeding list if necessary.
- 7) Ability for authorized external user(s) in the agencies/departments (e.g. records coordinators, department heads, etc.) to approve destruction weeding lists.
- 8) Ability to show if records are already “checked out” when they are eligible for destruction (including when one item in a container is checked out, so that the entire container is potentially placed on hold).
- 9) Ability to track and view all relevant information pertaining to a given internal destruction (e.g. date, volume of records, types of records, etc.).
- 10) Ability to track and view all relevant information pertaining to a given *external* destruction (see #9 above). Note: an external destruction occurs when an agency wishes to avail themselves of ACHOR’s destruction services without transferring the records into ACHOR’s records management system. An example of this that may occur when an agency is first joining our program and undergoing a “clean out” where their records are evaluated and, if deemed eligible for destruction, are brought to ACHOR only for the purposes of sending them out as part of the next destruction run and not as actual transfers into ACHOR’s system (these records, for instance, do not receive inventory control numbers). ACHOR is open to modifying this process so that there is greater accountability for records destroyed in this manner as well as improved tracking for reporting and billing purposes.

***Storage Supply Requirements***

- 1) Ability to track storage supply detail and cost information for invoicing and reporting purposes (including but not necessarily limited to supply type, unit of measure, etc.).



## ***Appendix C—Scope of Services: Project Management and Implementation, Training, and Support***

Proposals must at minimum satisfy the following requirements/possess the following capabilities:

### ***Project Management and Implementation***

While ACHOR will be purchasing the new physical records management system, ACHOR's expectation is that the successful proposal includes a plan for project management and implementation from the beginning to the end of the process. Any such plan would include but not necessarily be limited to an assessment of the current physical records management system and of the work-practices/routines that have evolved around it, as well as an assessment of the facility layout and organization, etc. Said plan would account for the evaluation of data-to-be migrated and/or converted, as well as plan for said migration/conversion from the existing application to the new system. ACHOR also requires assistance with the creation and the implementation of new work-practices/routines that must be developed as a result of purchasing and adopting the new physical records management system.

To account for these needs and others, ACHOR requires that proposers include a system implementation plan that identifies the following items:

- 1) Project timeline
- 2) Specific project tasks
- 3) Vendor staff resources
- 4) ACHOR staff resources
- 5) DIS staff resources
- 6) Method(s) of Communication and Coordination between Vendor and Albany County
- 7) Key Milestones

### ***Training***

- 1) The vendor must provide system training on all aspects of application operation and use. This training must, at minimum include system administrator training, training for DIS staff (see Appendix A), and training for ACHOR staff (15-20 users), as well as system trainer training (i.e. training the trainer for the agencies).
- 2) Vendor must provide a training program and manuals for ACHOR staff to utilize going forward.

### ***Support***

- 1) While this has been addressed in Appendix A with regard to DIS/IT requirements, support should minimally include Help Desk access and support via both toll-free telephone and email means to assist staff at any point during development and implementation processes.

## Appendix C

- 2) If any upgrades are required during the life of the contract, ACHOR requires that proposer oversee and help manage them in conjunction with ACHOR and DIS.

### ***Appendix D—Scope of Services: Laserfiche Rio Integration***

A central theme of this RFP is the proposer's ability and the system which they are proposing's ability to integrate the new application with Albany County's Laserfiche Rio ECMS. It is absolutely essential that this integration occur so as to avoid replicating the current problem of possessing two systems. Proposals will not be considered that do not account for this integration. Proposers should details their history of integrating their physical records management system with electronic content management systems already possessed by customers, and integration with Laserfiche Rio ECMS in particular. Ultimately, Proposer must be willing to manage and oversee the integration with ACHOR, Albany County DIS, and any other relevant parties.

ACHOR requires that the integration allow users to view not only the holdings managed by the physical records management system, but by those held in ACHOR's Laserfiche repositories as well. In short, a user should be able to view and access every format of the record(s) they are searching for in the new application, and any user activities involving the electronic records stored in Laserfiche should be auditable.



DANIEL P. MCCOY  
COUNTY EXECUTIVE

SHAWN A. THELEN  
COMMISSIONER

M. DAVID REILLY  
DEPUTY COMMISSIONER

COUNTY OF ALBANY  
DEPARTMENT OF MANAGEMENT AND BUDGET  
DIVISION OF INFORMATION SERVICES  
112 STATE STREET, ROOM 500  
ALBANY, NEW YORK 12207  
PHONE: (518) 447-7277 FAX: (518) 447-3000  
[www.albanycounty.com](http://www.albanycounty.com)

PERRY J. BLANCHARD  
CHIEF INFORMATION OFFICER

**Directive Name:** County's Preferred Standards for Technology

**Directive Summary:** To provide guidance for technology acquisitions.

**Scope:** This directive applies to all Albany County employees.

**Updated:** September 2019

The technology standards were developed to provide guidance for future technology acquisitions within Albany County Departments and are not intended to impact any existing legacy-related systems. These standards are designed to be "looking forward." The listed standards are part of the Albany County Five Year Technology Plan and represent the County's Preferred Standards for Technology. These standards will be updated regularly to reflect the changing technology marketplace. It is the policy of Albany County that all proposed technology acquisitions (hardware/software and peripherals) be reviewed and approved by both the Commissioner of the Department of Management and Budget and the Chief Information Officer, to ensure compatibility with Albany County's Technology Infrastructure before any purchase is made. The Albany County Department of Management and Budget's Division of Information Services staff will work with the selected vendor to configure the appropriate hardware to support the installation. The hardware and any required/suggested third party system software will be purchased off the NYS Contract and/ or bid separately after the software vendor has been selected.

These technology standards are critically important for any systems or applications that will communicate with any device (i.e. PC's, Server(s), Application(s)) and/or other system(s) connected to the Albany County IT infrastructure. This would also include the use of any county owned or managed wired or wireless connections including the Internet.

**Current Technology Standards:**

Desktop Computer Hardware: Predominantly Dell OptiPlex workstations with a minimum of 8GB RAM and Dell PowerEdge servers.

Network Hardware: Predominantly Cisco routers, switches, and VPN equipment running TCP/ IP protocol.

Software: Windows Server 2016, Active Directory 2016, SQL Server 2017 and Office 365 are the current County standards.

VMware ESX Server 6.X virtualization is being used predominately and the ability to operate in a virtual environment is a requirement.

Client Software: Windows 10 is the standard desktop operating systems. Microsoft Office 2016 is the standard desktop office suite, Adobe Acrobat Reader, Internet Explorer and Outlook as mail client. No client software should require elevated or administrative permission (see attached standard).

All Client and server software must be capable with the County's Antivirus software which is Sophos Intercept X. No client or server applications will be accepted that will not support the antivirus standard.

Preferred Technology Standards:

Server Platform	The software must be capable of running in a VMWARE ESX Server 6.X or higher virtualized environment under Windows 2016 operating system and support Active Directory 2016 Integration providing end users with single sign on functionality.
Database Platform	Preferred backend database is MS SQL Server 2017 or greater. Only databases supporting the open exchange of information will be considered. All databases must support VSS, ISO - SQL/XML, ODBC, CORBA standards.
Client Platform/ Interoperability	The preferred client is a web browser. Any required client software must meet the Federal Desktop Core Configuration requirement of "Applications designed for normal end users shall run in the standard user context without elevated system administration privileges."

**Addendum: Albany County Security Standard**

Albany County strives to meet the USGCB mandate, issued by the Office of Management and Budget (OMB), which requires federal agencies to standardize desktop configurations to meet USGCB standards. The USGCB is designed to provide a single, standard, enterprise-wide, managed environment for desktops and laptops running Windows 10. All government contractor systems that interface with county government systems are also subject to USGCB requirements.

By using a common configuration developed for the enterprise rather than hundreds of costly, locally created configurations, the federal government can improve security, reduce costs, decrease application-compatibility issues, and speed the adoption of new technologies. Albany County can realize significant value from desktop standardization, including major operational improvements, both in the IT department and in public-facing functions, including:

- Strengthened data security.
- Streamlined management of desktop computers and other devices.
- Faster compliance with agency requirements and more consistent enforcement of policies.
- Reduced energy consumption.
- Seamless and secure access to data and applications-even legacy applications-from any PC.

## Appendix E

The provider of information technology to the County of Albany shall certify applications are fully functional and operate correctly as intended on systems using the U.S. Government Configuration Baseline (USGCB), formerly known as the Federal Desktop Core Configuration (FDCC).

This includes:

Browser based applications configured to operate on Windows desktops.

The standard installations, operation, maintenance, update, and/or patching of software shall not alter the configuration settings from the approved USGCB\FDCC configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall.

Applications designed for normal end users shall run in the standard user context without elevated system administration privileges."

U.S. Government Configuration Baseline (USGCB), formerly known as the Federal Desktop Core Configuration (FDCC). More information is available at <http://usgcb.nist.gov/>.





DANIEL P. MCCOY  
COUNTY EXECUTIVE

SHAWN A. THELEN  
COMMISSIONER

M. DAVID REILLY  
DEPUTY COMMISSIONER

COUNTY OF ALBANY  
DEPARTMENT OF MANAGEMENT AND BUDGET  
DIVISION OF INFORMATION SERVICES  
112 STATE STREET, ROOM 500  
ALBANY, NEW YORK 12207  
PHONE: (518) 447-7277 FAX: (518) 447-3000  
www.albanycounty.com

PERRY J. BLANCHARD  
CHIEF INFORMATION OFFICER

**Directive Name:** Cloud Based Applications

**Directive Summary:** Explains the proper procedure when using or purchasing cloud based applications.

**Scope:** This directive pertains to all Albany County departments and its employees.

**Updated:** January 2017

**Purpose:** The purpose of this directive is to define standards associated with the purchase and use of third party applications that are not hosted on premise or from now on to be referred to as "Cloud based" applications. The use of cloud based applications has advantages such as anywhere access and disaster recovery. It's these same advantages that can also put Albany County data at risk for loss or theft. When purchasing cloud based applications the proposed vendor should respond to the following questions:

- 1) Proposer should address how it meets industry security standards to include authentication, encryption and data storage. Proposer should also indicate what is offered in regards to logging access to data including what is available, how long it is retained and how it is delivered to the customer.
- 2) Proposer should address Disaster Recovery solution including data retention schedules and business continuity.
- 3) Proposer should provide geographical location of primary and secondary data storage locations.
- 4) Proposer should address policy regarding intellectual property rights as it pertains to data, database rights and software design rights.
- 5) Proposer should address Freedom of Information Obligations
- 6) Proposer should address possession of data upon termination of the contract with respect to return of data and deletion of stored data.
- 7) Proposer should address scope of what is provided for monitoring of services in regards to quality of service, bandwidth consumption and statistical analysis. Proposer should also indicate the incident response policy as it pertains to the customer in the event of a data breach.

This policy applies to all cloud service models. Cloud services fall into the following three models:

- **Software-as-a-Service:** The capability provided to the consumer is to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g., web based e-mail). The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

- **Platform-as-a-Service:** The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages and tools supported by the provider. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.
- **Infrastructure-as-a-Service:** The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications, and 8 possibly limited control of select networking components (e.g., host firewalls).

The Division of Information Services should be notified and included during the process of purchasing any cloud based or on premise software to ensure compatibility with the most current Albany County operating standards.

**Responsibilities:** The Division of Information Services has the responsibility to enforce this directive.

**Continuance:** This directive is a living document and may be modified at any time by the County Executive or Chief Information Officer.

If you have any questions regarding this directive, please contact the Chief Information Officer at (518) 447-7277.

# COUNTY OF ALBANY

## PROPOSAL FORM

### PROPOSAL IDENTIFICATION:

Title: Content Mangement System  
RFP Number: 2019-110

### THIS PROPOSAL IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent  
Albany County Department of General Services  
Purchasing Division  
112 State Street, Room 820  
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

- (a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date

Number

(receipt of all of which is hereby acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

- (b) Proposer has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Proposer deems necessary;

- (c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

- 4. Proposer will complete the Work for the following prices(s): (Attach Proposal)
- 5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
- 6. The following documents are attached to and made a condition of this Proposal:
  - (a) Non-Collusive Bidding Certificate (Attachment "A")
  - (b) Acknowledgment by Bidder (Attachment "B")
  - (c) Vendor Responsibility Questionnaire (Attachment "C")
  - (d) Iranian Energy Divestment Certification (Attachment "D")

- 7. Communication concerning this Proposal shall be addressed to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

- 8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

# COUNTY OF ALBANY

## COST PROPOSAL FORM

### PROPOSAL IDENTIFICATION:

Title: Content Management System  
RFP Number: 2019-110

Submit a lump sum cost proposal for the services described above in Section 4, Scope of Services.

Detail the fee structure for the Proposal. Provide hourly rates and reimbursable costs if not included in the lump sum.

**COMPANY:**

\_\_\_\_\_

**ADDRESS:**

\_\_\_\_\_

**CITY, STATE, ZIP:**

\_\_\_\_\_

**TEL. NO.:**

\_\_\_\_\_

**FAX NO.:**

\_\_\_\_\_

**FEDERAL TAX ID NO.:**

\_\_\_\_\_

**REPRESENTATIVE:**

\_\_\_\_\_

**E-MAIL:**

\_\_\_\_\_

**SIGNATURE AND TITLE**

\_\_\_\_\_

**DATE**

\_\_\_\_\_

**ATTACHMENT "A"**  
**NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO**  
**SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW**

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 organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

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

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name



**ATTACHMENT "B"**  
**ACKNOWLEDGMENT BY PROPOSER**

If Individual or Individuals:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_

If Corporation:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, who, being by me sworn, did say that he resides at (give address) \_\_\_\_\_; that he is the (give title) \_\_\_\_\_ of the (name of corporation) \_\_\_\_\_, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_

If Partnership:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.:

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of \_\_\_\_\_ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_

**ATTACHMENT "C"**  
**ALBANY COUNTY**  
**VENDOR RESPONSIBILITY QUESTIONNAIRE**

1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE  Name Title Telephone Number Fax Number e-mail			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. <span style="float: right;"> <input type="checkbox"/> Yes    <input type="checkbox"/> No         </span>			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: <div style="margin-top: 10px;"> <div style="display: flex; justify-content: space-between;"> <div style="width: 80%;">           a) An elected or appointed public official or officer?  <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> </div> <div> <input type="checkbox"/> Yes    <input type="checkbox"/> No           </div> </div> <div style="margin-top: 10px;"> <div style="display: flex; justify-content: space-between;"> <div style="width: 80%;">           b) An officer of any political party organization in Albany County, whether paid or unpaid?  <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> </div> <div> <input type="checkbox"/> Yes    <input type="checkbox"/> No           </div> </div> </div> </div>			

16.	<p>WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p> <p>a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</p> <p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;</p> <p>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</p> <p>8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.</p> <p>b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>1. federal, state or local health laws, rules or regulations.</p>
17.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p>
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <p>a) file returns or pay any applicable federal, state or city taxes? <input type="checkbox"/> Yes <input type="checkbox"/> No  <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></p> <p>b) file returns or pay New York State unemployment insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No  <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p> <p>c) Property Tax <input type="checkbox"/> Yes <input type="checkbox"/> No  <i>Indicate the years the vendor failed to file.</i></p>
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</p>
20.	<p>IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation. <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES <sup>1</sup> :	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;		
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.			

<sup>1</sup> "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

**ALBANY COUNTY  
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:                    )  
                                  ) ss:  
County of:                 )

**CERTIFICATION:**

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business

Signature of Owner \_\_\_\_\_

Address

Printed Name of Signatory \_\_\_\_\_

City, State, Zip

Title

Sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_;

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Attachment "D"**  
**Certification Pursuant to Section 103-g**  
**Of the New York State**  
**General Municipal Law**

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business 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 political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name



**County of Albany**  
**Article SC19- Affirmative Action Plan**

**STATEMENT OF POLICY**

The following is taken from Resolution No. 26 adopted by the Albany County Legislature on June 10, 1996.

Resolved, By the Albany County Legislature that the Affirmative Action Plan so endorsed by the Albany County Executive and which is currently on file with the Clerk of the County Legislature, shall be the official plan of the County of Albany including the objectives, procedures and goals so stipulated.

It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

**ANTI-DISCRIMINATION CLAUSE 220-E - NYS Labor Law.** Provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works. Every contract for or on behalf of the state or a municipality for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies shall contain provisions by which the contractor with the state or municipality agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be 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.

## **ADMINISTRATION**

The County's Division of Affirmative Action is charged with the responsibility of monitoring Affirmative Action in all contracts. All County procurements will be made with an understanding that the complete participation of bona fide MBE and WBE shall be assured by balanced and equitable contract involvement.

The **subcontracting participation goals** for County public procurements are:

- to award 7% of the total dollar value of the contract to a certified MBE.
- to award 5% of the total dollar value of the contract to a certified WBE.

The **workforce goals** for County public procurements are as follows:

- 7% of the total workforce should be minorities.
- 5% of the total workforce should be women.

### **• CONTRACTOR'S RESPONSIBILITIES**

The Contractor's responsibilities include, but are not limited to, the following. The Contractor **must**:

- 1) Submit to the Division of Affirmative Action a completed Schedule of MBE/WBE and Labor Performance or Request for Waiver within **fifteen (15) days** of receiving the Notice of Award.
- 2) Prior to being issued a Notice to Proceed, submit evidence of MBE/WBE contracts proposed to the Division of Affirmative Action.
- 3) Submit monthly utilization reports to the Division of Affirmative Action for review.
- 4) Immediately notify the Division of Affirmative Action of any changes during the project, especially if the change affects the Schedule of MBE/WBE and Labor Performance submitted for the project.
- 5) Make good faith efforts to replace an MBE/WBE subcontractor that is unable to perform successfully with another MBE/WBE.
- 6) Notify the Division of Affirmative Action of any suspected instances of companies fraudulently claiming MBE/WBE status.
- 7) If possible, provide any needed technical assistance to MBE/WBE firms under subcontract.
- 8) If possible, design payment schedules to minimize cash flow problems faced by MBEs/WBEs.
- 9) Maintain for three years such records as are necessary to determine compliance with MBE/WBE obligations and to submit regular reports to enable the Albany County MBE Officer to monitor this compliance.

### **• DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE**

The Schedule of MBE/WBE and Labor Performance must detail:

1. The contractor's name, address, phone number, federal identification number and the total dollar value of the contract.
2. Whether the contract is a joint venture.
3. The MBE and WBE goal for the contract.
4. A brief description of each proposed subcontractor, including the name, address, phone number, federal identification number and the total dollar amount of each subcontractor.
5. An estimate of the total number of hours to be worked on the project.

### **• COMPLIANCE**

Each contractor must furnish monthly utilization reports while working on the project. The reports must detail the total number of hours worked, total minority /female labor hours and payments made to MBE and WBE firms.

- **WAIVER REQUEST FOR SUBCONTRACTING AND/OR LABOR PERFORMANCE**

Contractors which determine that the subcontracting and/or labor participation goals must cannot be achieved **must** request a waiver within **fifteen (15) days** of receiving the Notice of Award. The request must justify why the firm cannot accomplish the subcontracting and/or labor participation goals established for the project. The justification must detail actions taken to solicit MBE/WBE subcontractors, minority or female labor participation and the impediments encountered. Each waiver request will be evaluated individually. Submission of the request for waiver does **not** guarantee the requirements will be waived. Additional information or supporting documentation may be required to determine a contractor's good faith effort.

- **MBE/WBE RESPONSIBILITIES**

Each Minority Business Enterprise/Woman Business Enterprise shall:

1. Establish through certification that the company is a bona fide MBE/WBE. The Division of Affirmative Action reviews MBE/WBE eligibility status for contractors and subcontractors.
2. Exhibit an interest in bidding a particular project by attending pre-bid conferences and/or by responding timely to contract solicitations for bid quotations prior to bid date.
3. Be responsible for entering into all necessary contractual agreements.
4. Arrange for and supervise contract performance.
5. Secure equipment, materials and crew sufficient to complete their contract or subcontract.
6. Provide bonding, insurance and collateral as required for surety in contract performance.
7. Authorize payrolls, payments and reports as required for routine compliance.

*The County will accept MBE/WBE Certifications made by other governmental agencies which are in compliance with our DBE policy.*

### **SANCTIONS**

#### **SC-19.5.1**

If **CONTRACTOR** cannot meet the WBE/MBE participation goals, he must document to the Albany County MBE Officer, that he has made all positive efforts to achieve it. Failure to meet the goals or to document that all positive efforts have been made to achieve it may result in the County invoking any legal or equitable remedy available to the County for breach of contract including withholding future payments under the **CONTRACT** involved; disqualification of the **CONTRACTOR** from future contracting opportunities for a period not to exceed two years; and cancellation of the contract and declaration of forfeiture of the **PERFORMANCE BOND**.

A decision by the Albany County MBE Officer to invoke the above sanctions shall be issued in writing by registered mail. The **CONTRACTOR** shall have ten (10) days from receipt of the decision to appeal the MBE Officer's decision to the Grievance committee of the Albany County Legislature. Both sides of the dispute shall have the opportunity to be heard at a meeting of the Grievance Committee to be held within ten (10) days of the receipt of an appeal, and the Committee shall send a final decision to both sides within ten (10) days by registered mail (or hand delivery in the case of the MBE Officer's copy).

### **STANDARDS**

A **Minority Business Enterprise (MBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in that case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a minority person(s), and such ownership interest is real, substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity.

A **Woman Business Enterprise (WBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in the case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a woman (women), and such ownership interest is real, substantial and continuing. The woman ownership must have and exercise the authority to independently control the business decisions of the

entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

A **Disadvantaged Business Enterprise (DBE)** mean a business enterprise controlled by one or more socially or economically disadvantaged individuals and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Such disadvantaged may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to citizens of the United States (or lawfully admitted permanent residents) and who are African Americans, Puerto Ricans, Hispanic Americans, Asian-Pacific Americans, American Indians, Eskimos, Aleuts, Asian Indians and Women.

Minority: A person who is a member of one or more of the following groups:

- A) Black (not of Hispanic origin) – a person having origins in any of the Black racial group of Africa.
- B) Hispanic -- a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- C) Asian or Pacific Islander – a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
- D) Native American or Alaskan Natives – a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

Woman: A person who is of the feminine gender who are not otherwise classified as a minority.

For assistance or additional information, contact  
County of Albany  
Division of Affirmative Action  
112 State Street, Room 670, Albany, NY 12207  
Phone: (518) 447-7010  
Fax: (518) 447-5586

**County Of Albany**  
**Criteria for Establishing Good Faith Effort**

The following list of the good faith efforts criteria complies with NYS Executive Law, Article 15-A which should be considered for determining whether a contractor has documented good faith efforts:

1. Was a completed, acceptable utilization plan submitted in accordance with applicable requirements to meet goals for participation of certified minority and women-owned business enterprises established in the same contract?
2. Were advertisements placed in appropriate trade, general circulation and minority and women-oriented publications in a timely fashion?
3. Were written solicitations made in a timely fashion of certified minority and women-owned business enterprises listed in the directory of certified business?
4. Were timely responses to any such advertisements and solicitations provided by certified minority and women-owned business enterprises?
5. Did the contractor attend pre-bid, pre-award, or other meetings, if any, scheduled by the agency awarding the contract, with certified minority or women-owned business enterprises which the State or County agency determined were capable of performing the contract scope of work, for purposes of complying with goal requirements?
6. What efforts were undertaken by the contractor to reasonably structure the contract scope of work for purposes of subcontracting with certified minority and women-owned business enterprises?
7. How many minority and women-owned business enterprises in the directories of certified businesses could perform work required by the contract scope of work in your region?
8. What actions were taken to contact and assess the financial ability of certified minority and women-owned businesses enterprises to participation on the contract, and which enterprises are located outside of the region in which the contract scope of work was or will be performed?
9. Were relevant plans, specification or terms and conditions of the contract, necessary to prepare an informed response to a contractor solicitation, provided in a timely fashion to certified minority or women-owned business enterprises?
10. What subcontract terms and conditions were offered to certified minority and women-owned business enterprises, and how do those subcontract terms and conditions compare to those offered in the ordinary course of the contractor's business and to other subcontractors of the contractor?
11. Has the contractor made payments for work performed by certified minority and women-owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority or women-owned business enterprises?
12. Has the contractor offered to make up any inability to comply with the minority and women-owned business enterprise goals established in a contract, in other contracts being performed or to be awarded to the contractor?

County of Albany  
Department of Affirmative Action  
Compliance Forms



**COUNTY OF ALBANY**  
**SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE**

The Division of Affirmative Action monitors subcontracting and labor participation for contracts let by agencies and authorities of Albany County. **The information requested below must be completed by the General Contractor and submitted within fifteen days of receipt of Notice of Award.** The figures represent the contractor's best estimate of workforce needs and minority/female representation of that workforce. Questions regarding completion of this form can be directed to the County of Albany, Division of Affirmative Action at 518-447-7010.

Contractor: \_\_\_\_\_ Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Cost: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Contract Description: \_\_\_\_\_

Bidder is an approved \_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ If yes, specify agency: \_\_\_\_\_

**Joint Venture**

MBE/WBE participation is broken down into Joint Ventures with Bidder, Subcontracting Construction, Trucking or Services, and Materials or Supplies. Joint ventures between the Prime Bidder and MBE/WBE firms are shown below. Joint Ventures with Bidder (check one) :

\_\_\_ No MBE/WBE joint ventures with Bidder on this Contract. \_\_\_ Bidder is joint venturing with the following firm(s)  
 (attach a copy of joint venture agreements to this form)

Name: \_\_\_\_\_ Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Federal ID No: \_\_\_\_\_

MBE Share of Joint Venture: \_\_\_\_\_ % x Total Bid Amount = \$ \_\_\_\_\_

WBE Share of Joint Venture: \_\_\_\_\_ % x Total Bid Amount = \$ \_\_\_\_\_

**Sub-contractor Performance**

MBE Goal: 7% x Total Bid Amount = \$ \_\_\_\_\_

WBE Goal: 5% x Total Bid Amount = \$ \_\_\_\_\_

Please provide the information requested for all subcontractors participating on this project (include MBE/WBE/DBE firms).

Sub-contractor Name, Address, Phone	Amount of Sub-contract & Award Date	Description of Work (Trade)	Start Date _____ Completion Date	Contracted Payment Schedule
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				

I, \_\_\_\_\_, representative of \_\_\_\_\_ declare that the  
(print) (firm)  
information provided is true and represents accurately my firms efforts to comply with the Affirmative Action Policy. We shall continue to make every effort to ensure that M/W/DBE firms have the maximum opportunity to compete for, and perform contracts let by the County of Albany.

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

**SUBMIT MONTHLY**

FORM C

**County of Albany  
Monthly Utilization Report**

This report must be completed by each firm working on the site and submitted to the General Contractor on a monthly basis. The General Contractor forwards the reports to the County of Albany, Division of Affirmative Action, 112 State Street, Room 670, Albany, NY 12207. Fax (518) 447-5586 For assistance call (518) 447-7010.

Contractor: \_\_\_\_\_ Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Cost: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Reporting Period: \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

Trade	Number of Hours Worked by Minorities	Number of Hours Worked by Women	Number of Hours Worked by Non-Minorities	Total Hours Worked
<b>Total(s)</b>				

Information provided by (please print): \_\_\_\_\_ Date: \_\_\_\_\_  
(See over for instructions)

## M/W/DBE Payments

M/W/DBE Firm (s) Participating On The Project	Payments Made This Month	Payments Made To Date

## INSTRUCTIONS

This form must be completed and submitted by the Contractor/Vendor by the 10<sup>th</sup> of each month for the duration of the contract. The form must be accompanied by copies of checks (front and back) made payable to MBE/WBE subcontractor and suppliers.

This form is required pursuant to the contract specifications. Failure to submit will result in non-compliance.

County of Albany  
 Department of Human Resources  
 Division of Affirmative Action  
 112 State Street, Room 670, Albany, NY 12207  
 Phone: (518) 447-7010

**NOTE: IF THERE IS NO ACTIVITY FOR THE REPORTING PERIOD, PLEASE NOTE ACCORDINGLY.**

Name (please print)	Signature	Title