COUNTY OF ALBANY

REQUEST FOR PROPOSALS

SHAKER PLACE REHABILITATION AND NURSING CENTER

RFP # 2021-108

CONSULTANT TO PROVIDE INTEGRATED COMMUNICATIONS PLAN

ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
KAREN A. STORM, PURCHASING AGENT
112 STATE STREET, ROOM 1000
ALBANY, NY 12207

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 1000, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588

TITLE: Consultant to Provide Integrated Communications Plan
RFP NUMBER: 2021-108

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 1000
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 (check):

Fax Number: _____ E-Mail _____

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NY 12207

NON-PROPOSER RESPONSE

RFP #2021-108

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 #2021-108

Sealed Proposals for **Consultant to Provide Integrated Communications Plan** as requested by **Shaker Place Rehabilitation and Nursing Center** will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, August 6, 2021.

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 Thursday, July 22, 2021.

Karen A. Storm
Purchasing Agent

Dated: July 15, 2021
Albany, New York

PUBLISH ONE DAY – JULY 22, 2021 -- THE EVANGELIST
PUBLISH ONE DAY -- JULY 22, 2021 -- THE TIMES UNION

COUNTY OF ALBANY

REQUEST FOR PROPOSALS
CONSULTANT TO PROVIDE INTEGRATED COMMUNICATIONS PLAN
SHAKER PLACE REHABILITATION AND NURSING CENTER
RFP #2021-108

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 consultant/firm to provide an integrated communications plan as requested by the Shaker Rehabilitation and Nursing Center.

1.2 The County of Albany is seeking proposals for a consultant/firm to provide a full service rebranding of the Shaker Rahabilitation and Nursing Center. The Home is in the foundational stages of a sixty million dollar renovation/reconstruction project that will totally alter the footprint of the facility and transform the facility into an ultra-modern health care setting, incomparable to any long-term care facility/community in the Capital District. The design and its collective departmental functions will greatly improve the quality of life of our residents, staff and families of the residents that we will continue to serve. There is great enthusiasm and support for this project by our County officials and the community at large.

SECTION 2: RECEIPT OF PROPOSALS

2.1 Five (5) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than **4:30 P.M. on *FRIDAY, AUGUST 6, 2021*** at the following address:

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

Albany, New York 12207

2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding of the County's scope and objectives, methodology, and ability to complete services under the contract.

2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.

2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.

2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.

2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.

2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.

2.8 Proposals will be examined and evaluated by Shaker Rehabilitation and Nursing Center.

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 branding, rebranding and marketing.

3.5 Provide at least two (2) references from similar projects including name, addresses and telephone numbers.

3.6 Provide any additional information that would distinguish your firm in its service to Albany County.

3.7 Proposer shall include a completed "Vendor Responsibility Questionnaire" (Attachment "C") with the Proposal.

3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County , within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

SECTION 4: SCOPE OF SERVICES

4.1 The Consultant/Firm shall provide the nursing home with a program that will provide any and all services related to the branding/rebranding of the Nursing Home. Branding/rebranding is all about the entire experience. Everything from our logo, our website, our social experiences as well as how our residents, family members, community and our staff, perceive us.

Our goal is to:

1. Promote the recognition of our organization that sets us apart from our competition;
2. Demonstrate our leadership in the industry;
3. Create trust with our residents, family members and our community;
4. Strengthen the value of our organization;
5. Establish an expectation of quality.

Our brand should promote recognition within our industry/community. The new brand should create a unique personality and have a positive impact on whether people want to engage our services. Brand trust is earned through consistently delivering on our brand promise. A brand promise is the value or experience a facility's residents and families can expect to receive every single time they interact with our facility staff and service providers. The more we deliver on that promise the stronger the value we will instill in the minds of our community.

4.2 The Consultant/Firm shall provide a rebranding/marketing strategy that includes, but is not limited to overall structure and architecture of a new media, social media and website creation. Determining the best utilized "touchpoint' is central to a successful rebranding. This may require:

1. Brand rollout/Activation of Program;
2 Customer/staff research-develop understanding of what people think about our current brand;

3. Photography/ Video;
4. Brand Strategy;
5. Website;
6. Brand Identity;
7. Brand Audit-both internal and competitive audit-how we fit into the competitive landscape;
8. Naming and Tagline;
9. Brochure, Stationary and Promotional Materials.

4.3 The scope of this engagement will require periodic updates either in person or by other means of communications.

4.4 We will require a presentation of one hour or more for each finalist.

SECTION 5: TERM OF CONTRACT:

5.1 The contract period shall be for two (2) Years from the date of a fully executed contract.

5.2 At the end of the initial two (2) 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 cost proposal for the services described above in Section 4, Scope of Services. Proposer shall submit a number of hours per each task/segment of the project and the hourly rate of the staff assigned to the specific project.

6.2 All costs shall include reimbursables. No additional fees shall be paid.

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 the Albany County Shaker Place Rehabilitation and Nursing Center. Proposals shall be evaluated based upon the following:

CRITERIA	WEIGHT
Quality and comprehensiveness of all aspects of the consulting services as it relates to the stated scope of services	30%
Demonstrated history of providing services as stated in the scope of services	25%
Proposed cost	25%
Prior experience	10%
Client references	10%

8.3 Proposals will be examined and evaluated by the ***INSERT DEPARTMENT NAME HERE*** 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: NOT NEEDED

SECTION 10: ALTERNATIVES

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

SECTION 11: INDEMNIFICATION

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

SECTION 12: SPECIFICATION CLARIFICATION

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

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

12.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. The County will be bound only by responses given by formal written Addenda.

12.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

13.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.

13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.

13.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 14: PROPOSAL SECURITY

14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

15.1 The successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:

(a) **Worker's Compensation and Employer's Liability Insurance:** A policy or policies providing protection for Employees in the event of job related injuries.

(b) **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than $500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

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

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

(d) **Professional Liability Insurance:** A policy or policies with limits not less than $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 FREEDEOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 19: MACBRIDE PRINCIPLES

19.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing

sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.

19.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

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

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

SECTION 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: ANTIDISCRIMINATION CLAUSE

21.1 Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works, the Contractor agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

SECTION 22: NOT NEEDED

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: NOT NEEDED

SECTION 27: NOT NEEDED

SECTION 28: NOT NEEDED

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: **Consultant to Provide Integrated Communications Plan**
RFP Number: **2021-108**

THIS PROPOSAL IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
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: **Consultant to Provide Integrated Communications Plan**
RFP Number: **2021-108**

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: ☐ 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/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIE 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. ☐ Yes ☐ 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? ☐ Yes ☐ No
List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service

b) An officer of any political party organization in Albany County, whether paid or unpaid? ☐ Yes ☐ No
List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.

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

Address

City, State, Zip

Signature of Owner _____

Printed Name of Signatory _____

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

16. 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), AFFLITIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:

a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; ☐ Yes ☐ No

2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;

3. entered into an agreement to a voluntary exclusion from bidding/contracting;

4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;

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;

6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;

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;

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

9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.

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? ☐ Yes ☐ No

c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: ☐ Yes ☐ No

1. federal, state or local health laws, rules or regulations.

17. 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? ☐ Yes ☐ No

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."

18. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:

a) file returns or pay any applicable federal, state or city taxes? ☐ Yes ☐ No
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.

b) file returns or pay New York State unemployment insurance? ☐ Yes ☐ No
Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.

c) Property Tax ☐ Yes ☐ No
Indicate the years the vendor failed to file.

19. 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 OR THE DATE OF FILING? ☐ Yes ☐ No

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.

20. 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. ☐ Yes ☐ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1] :	☐ Yes ☐ 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.	

1 "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.