

RFP 1018
REQUEST FOR PROPOSALS
FOR
Regional Emergency Communications Consolidation
Analysis



Madison County
Purchasing Office
138 North Court Street
PO Box 635
Wampsville, NY 13163

PROPOSAL SUBMISSIONS ADDRESSED TO:

Madison County Purchasing Office
138 North Court Street
PO Box 635
Wampsville NY 13163
purchasing@madisoncounty.ny.gov
www.madisoncounty.ny.gov/bids.aspx

RFP 1018

Regional Emergency Communications Consolidation Analysis FOR MADISON COUNTY

Sealed proposals will be received by the County Purchasing Office, Madison County, County Office Building, 2nd Floor, 138 North Court Street, PO Box 635, Wampsville, NY 13163 until **3:00 P.M. EST, Wednesday, October 3, 2018** for the following:

RFP 1018 Regional Emergency Communications Consolidation Analysis

Completed proposals will be reviewed and evaluated by the County in anticipation of the awarding of a contract.

Madison County reserves the right to reject and/or waive any and all proposals and to waive any irregularities in procedure. If there are any questions concerning this request, please contact this office.

If you have any questions pertaining to this proposal, please contact Laurie Winters by phone at (315) 366-2247 or by email at Purchasing@madisoncounty.ny.gov.

REQUEST FOR PROPOSALS

DIRECT INQUIRES TO: Madison County Purchasing Office
PHONE NO: 315-366-2247 or
Website: <https://www.madisoncounty.ny.gov/bids.aspx>
Email: Purchasing@madisoncounty.ny.gov

RETURN PROPOSALS TO:

Madison County Purchasing Office
Building 4, 2nd Floor
138 North Court Street, PO Box 635
Wampsville, NY 13163

If you are not bidding, place an "x" in the appropriate box and return this page only to the address set forth in this letter:

We are unable to bid at this time because

We request removal of our name from the mailing list for this title.

Name of Company: _____

Signature of Representative: _____

Date: _____

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Request for Proposals

Regional Emergency Communications Consolidation Analysis

Objective/Background:

Madison County is centrally located in Upstate New York. The County is soliciting sealed proposals from qualified agencies or individuals for Regional Emergency Communications Consolidation Analysis. We are seeking to contract with an agency that can provide a comprehensive study of the possible partial or entire consolidation of 911 services of Madison and Onondaga Counties. Key elements of the study include:

1. Benchmark current 911 services of Madison and Onondaga Counties.
2. Consider the feasibility of partial or total consolidation into a Madison-Onondaga Regional Public Safety Communications Center.
3. Provide a thorough cost-benefit analysis.
4. Consider alternative options.
5. Provide recommendation(s)

Scope of Services: Note: Onsite meetings with stakeholders and onsite inspection of facilities and personnel is required. Enough time and personnel is expected to be deployed on site in order to meet this requirement.

1. **Benchmark current conditions for Madison and Onondaga Counties.** Factors to be considered in benchmarking conditions should include, but are not limited to:
 - a. Commonality of goals across different organizations
 - b. Current workloads
 - i. Volume, frequency, and duration of 9-1-1, 7-digit emergency/non-emergency lines, and incoming/outgoing administrative calls
 - ii. Volume of dispatch activity to include an analysis by dispatch zones (i.e., geographic sectors) by discipline (e.g., police/fire/EMS)
 - iii. Radio traffic P-T-Ts/duration by dispatch discipline/zones
 - iv. Secondary radio channels/monitoring assignments
 - v. Special events/seasonal activity
 - vi. Other tasks performed (e.g., technical/radio support, response plans, GIS/mapping, database maintenance, training, administrative services)
 - vii. Tasks performed by staff that should not be performed by consolidated staff
 - viii. Other system users, e.g., schools, highway departments, probation, NYS agencies, etc.
 - c. Staffing levels
 - i. Staffing levels to include call takers, dispatchers, supervisors, technical support, training, administrative, and management personnel
 - ii. Assess and compare training/certifications of all personnel in both centers
 - d. Employee compensation
 - i. Salary
 - ii. Differential by classifications/grades
 - iii. Differentials within classifications (e.g., steps)
 - iv. Salary enhancements (e.g., shift pay, holiday pay, educational incentive pay)
 - v. Benefits
 - vi. Retirement
 - vii. Time off
 - e. Current and physical space requirements
 - i. Identify current facilities, characteristics, advantages, disadvantages
 - ii. Calculate space needs based on projected staffing and growth for next 20 years

- iii. Develop budget estimates to renovate, build new, or multiple facilities for singular centers and a consolidated center
 - iv. Identify back-up sites - current facilities, characteristics, advantages, disadvantages
 - v. Consider ancillary sites (e.g. radio towers)
 - f. Commonality of equipment, systems, and procedures
 - g. Budget overview
 - h. Governance
 - i. Client Agencies/stakeholders
 - ii. Interoperable radio system
 - iii. Common or conflicting individual County policies
 - i. Legal issues
 - i. Governance structure
 - ii. Inter-municipal agreements
 - iii. Center management policies
 - iv. Cost/funding allocations
 - v. Existing bonds/anticipated bonding
 - j. Contracts (e.g., collective bargaining, leased equipment, software licensing, maintenance agreements) to be reviewed
 - k. Technical systems in use and condition/issues, to include:
 - i. Voice radio systems
 - 1. Fleet mapping
 - 2. Fire & EMS alerting/paging
 - 3. Coverage
 - 4. Telephony
 - 5. Interoperable communications
 - ii. Computers systems, networks, and interfaces
 - 1. CAD
 - 2. Call-taking
 - 3. Mapping/Imagery
 - 4. Public safety agency notification systems/alerting
 - 5. Text-to-911
 - 6. County internal alarm and notification systems
 - 7. Public alerting/emergency notification systems
 - 8. Logging recorders
 - 9. Administrative computers
 - 10. Connections between Counties and between tower sites
 - 11. Third party notification systems
 - iii. Alarm monitoring – commercial, residential, County owned facilities
 - iv. Useful lifecycles of equipment in use/short term replacement needs
 - v. Workstations
 - vi. Utility infrastructure (Telco, power, VoIP)
 - vii. Data conversion needed
 - viii. GIS/Mapping
 - ix. Mobile data infrastructure and applications
 - x. Networking and connectivity issues
 - xi. Cyber-attack resiliency
 - l. Operational/workflow issues
 - i. Level of service expected by PSAP
 - 1. Current levels
 - 2. Stakeholder expectations
 - 3. Public expectations
 - ii. Call taking a dispatch protocol
 - iii. Differences in dispatch policies, procedures, protocol
 - iv. Define best practices/policy and procedures
 - v. Quality assurance/quality improvement practices

- vi. Records access (CAD, radio/telephone audio)
- m. Certifications/accreditations
- n. Civil Service
 - i. Job classifications/specifications
 - ii. Transferability of titles
 - iii. Authorized strength by classification
 - iv. Actual strength by classification
- o. Financial issues
 - i. Options for the cost of facilities
 - 1. Cost of current facilities
 - 2. Cost of establishing a new/combined facility including building or renovation costs
 - 3. Cost of maintaining both sites under consolidated management
 - ii. Options for backup facilities
 - 1. Current back up centers
 - 2. Cost of a new/combined back up facility including building or renovation costs
 - 3. Cost of maintaining both back up sites under a consolidated management
 - iii. Cost of personnel and systems/differences
 - 1. Salaries
 - 2. Fringe benefits
 - 3. Retirement plan(s)
 - 4. Time off
 - iv. Training costs
 - 1. Cost of current training
 - 2. Cost to train all personnel to facilitate consolidation
 - 3. Cost of future training
 - v. Ongoing costs of individual operations and a combined operation
 - vi. Revenue receipt and allocation for both counties
 - vii. Effect on grants to participating municipalities
 - viii. Ensure remaining activities are accounted for

2. Develop a case to consider both advantages and disadvantages of a Consolidation/Regionalization

- a. Identify/discuss potential the obstructions and benefits of consolidation, such as:
 - i. Improved/diminished service levels to citizens and first responders
 - ii. Improved/diminished first responder safety and satisfaction
 - iii. Improved/diminished coordination of service
 - iv. Improved/diminished consistency/equality in service delivered to the public across the region
 - v. Improved/diminished incident management/response to unusual occurrences
 - vi. Improved/diminished levels of supervision/quality management
 - vii. Improved/diminished buying power (e.g., maintenance agreements, hardware)
 - viii. Improved/diminished benefits to employees (e.g., specialization, vertical and horizontal promotional opportunities, advanced training)
 - ix. Improved/diminished ability to offer classroom training
 - x. Improved/diminished interagency cooperation and sharing of information
 - xi. Improved/diminished ability to leverage other information systems (e.g., CHAIRS, mobile data)

3. Consider the feasibility of Madison-Onondaga Regional Emergency Communications Center.

- a. Determine the political feasibility of consolidation, to include:
 - i. Work with County administrations to identify key stakeholders (e.g., government leaders, employee groups, public safety clients, organizations, individuals)

- ii. Assist in surveying and consulting with stakeholders to determine if consolidation efforts would likely be successful
- iii. Provide an accurate measurement of the current political climate.
 - 1. Identify any applicable drivers or preventers of consolidated/communications services (e.g., public policy forces, emerging technologies, evolution of governments, communications failures, cost saving mandates)
 - 2. Identify any political challenges or obstacles to regional consolidation
- b. Project workload of a regional communications center, to include:
 - i. Volume, frequency, and duration of 9-1-1, 7-digit emergency/non-emergency calls, and incoming/outgoing administrative calls
 - ii. Volume of dispatch activity to include a recommendation for dispatch zones (i.e., geographic sectors) by discipline (e.g., police/fire/EMS) based on projected dispatch workload
 - iii. Volume, frequency and duration of 9-1-1, 7-digit emergency/non-emergency calls, and incoming administrative calls that experience a hold or automated recording
 - iv. Recommended configuration and staffing of primary and secondary radio channels
 - v. Identify tasks now performed that should not be performed by a regional communications center
- c. Determine the technical feasibility of consolidation and any technical roadblocks to consolidation, to include, but not be limited to:
 - i. Voice radio systems
 - ii. Computers systems, networks, redundancies, and interfaces (e.g., CAD, call-taking, mapping/imagery, text-to-911, public alerting/emergency notification systems, logging recorders, network connections between Counties)
 - iii. Alarm monitoring
 - iv. Short term replacement needs
 - v. Call taking/dispatch workstations
 - vi. Utility infrastructure (Telco, power, VoIP)
 - vii. Data conversion needed
 - viii. GIS/Mapping
 - ix. Mobile data infrastructure and applications
 - x. Networking and connectivity issues
- d. Identify and address personnel/human resource issues/roadblocks, to include:
 - i. Civil service/classifications compatible/match
 - ii. Collect bargaining agreements
 - iii. Disparity in wages and benefits
 - iv. Seniority issues
 - v. Shift and pass day assignment issues
 - vi. Selecting supervisory and management personnel
 - vii. Employee convenience/travel
 - viii. Employee turnover
- e. Identify any management issues or concerns
- f. Identify any legal and financial roadblocks/issues
 - i. Governance
 - ii. Inter-municipal agreements
 - iii. Center policies and procedures
 - iv. Cost/funding allocations
 - v. Existing bonds/anticipated bonding
 - vi. NYS DHSES
 - vii. FCC

4. Provide a thorough cost-benefit analysis.

- a. Detail estimated regional communications center one-time start-up costs
- b. Project first year and long-term (20 years) operating and capital costs, to include:

- i. Personnel costs (salary and benefits) based upon proposed staffing and to include a comparison of current and post-consolidation personnel costs
- ii. Technological costs, to include a comparison of current and post-consolidation :
 - 1. CAD (including database conversions, mapping, etc.)
 - 2. Call taking equipment
 - 3. Radio Consoles
 - 4. System integration/networking
 - 5. RMS systems, if any
 - 6. Interoperable radio communications system maintenance to include towers, tower facilities, shelters and internal systems, county owned radio subscriber equipment, site surveillance
 - 7. Cost for procurement and maintenance of required systems
 - 8. Whenever practical, the use of existing equipment shall be considered
- iii. A comparison of current and post-consolidation maintenance costs
- iv. Facility construction costs, to include capital costs for new or renovated facilities.
- c. Estimate cost savings or loss over a 20-year post implementation period, to include:
 - i. Combined resources and shared responsibility
 - ii. Operating costs (salaries, benefits, overhead, supervision, management, etc.), to include:
 - 1. Salary savings
 - 2. Employee benefits
 - 3. Reductions in aggregate personnel needs
 - 4. Reduced overhead costs
 - 5. Equipment costs
 - 6. Equipment maintenance costs
 - 7. Software/licensing costs
 - 8. Facility and system maintenance costs
 - 9. Cost avoidance factors
 - iii. Aggregate costs for large capital investments such as facilities, technology systems, and shorter equipment lifecycles (e.g., CAD changes/refreshes/upgrades, radio infrastructure, migration to NG9-1-1 and other technologies, needs for expansion, new hire and in-service training of personnel, technical support, staffing attrition, overtime costs, economies of scale)
- d. Identify costs to cover non-dispatch related tasks, if no longer provided by communications center personnel

5. Consider Alternative Consolidation/Shared Service Models

- a. Consider alternative options to include:
 - i. Shared services/resources (e.g., CAD, call taking system, technical support, training)
 - ii. Virtual consolidation (i.e., separate locations with common equipment operating in tandem)
 - iii. Hybrid
 - iv. Other
- b. Discuss viability of these options
 - a. Benefits
 - b. Disadvantages
 - c. Costs/Savings
 - d. Cost Increases

6. Provide Recommendation(s)

Provide a recommended course of action for Madison and Onondaga Counties to include, but not be limited to:

- a. Organization type
 - i. Single County department
 - ii. Joint municipal

- iii. Independent stand-alone agency funded through surcharge revenues and County shares
- b. Governance model
 - i. Communities and residents
 - ii. Madison and Onondaga County officials to include political, management, Emergency Management, and Sheriff
 - iii. Public Safety Agency clients
 - iv. Other stakeholders (e.g., IT, Planning, Facilities, District Attorneys)
- c. Using industry standards, estimated the numbers and type of staff that will be required to operate the consolidated communications center.
 - i. Recommend staffing levels to include call takers, dispatchers, ancillary channel dispatchers, supervisors, technical support, training, quality assurance, administrative, clerical, facility support, and management personnel
 - ii. The estimate shall consider PSAP operational factors that impact staffing such as call and dispatch volume, employee classification/discipline needs, and staffing needed to fill seats on a 24/7 basis.
 - iii. Reconcile with any identified Civil Service or collective bargaining Impact on current personnel (e.g., transferability, classifications, etc.)
 - iv. Identify needs for common level of training
- d. Personnel/Human Resources, to include:
 - i. Pay scale disparities
 - ii. Benefit packages
 - iii. Time off disparities
 - iv. Seniority
 - v. Shift and pass day assignment
 - vi. Specialized assignment
 - vii. Retirement packages, including any impact on current retirement plans
 - viii. Representation/collective bargaining agreements
 - ix. Automatic transfer or re-hire of existing employees
- e. New York State Civil Service
 - i. Classification/job titles
- f. Management structure
- g. Organizational structure to include organizational chart
- h. Allocation and distribution of personnel (e.g., total allocation and classifications of personnel needed, distribution by division/component, temporal distribution of operations personnel by classification)
- i. Identify facility locations and options to meet projected operational needs based on 20-year Madison and Onondaga County growth predictions
- j. Funding model, to include consideration of
 - i. Potential grants revenues
 - ii. Equitable cost sharing
 - iii. Ancillary revenue sources
 - iv. Revenue receipt and allocation
 - v. Expected impact on local dollars
- k. Technical systems, to include:
 - i. Voice radio systems
 - 1. Fleet mapping
 - 2. Fire & EMS alerting/paging
 - 3. Coverage
 - 4. Interoperable communications
 - ii. Computers systems, networks, redundancies, and interfaces
 - 1. CAD
 - 2. Call-taking
 - 3. Telephony
 - 4. Mapping/Imagery

5. Public safety agency notification systems/alerting
6. Text-to-911
7. Public alerting/emergency notification systems
8. Logging recorders
9. Administrative computers
10. Connections between Counties
11. NextGen 911
- iii. Alarm monitoring
- iv. Useful lifecycles of equipment in use/short term replacement needs
- v. Workstations
- vi. Utility infrastructure (Telco, power, VoIP)
- vii. Database maintenance
- viii. Data conversion
- ix. GIS
- x. Mobile data infrastructure and applications
- xi. Network/systems connectivity
- l. Pre/post consolidation training needs and anticipated hours per classification
- m. Recommend key operational/workflow issues
 - i. Level of service expected by PSAP and all stakeholders
 - ii. Call taking and dispatch
 - iii. Practices/policy and procedures
- n. Identify any management issues or concerns
- o. Identify other partnering opportunities with other entities

7. Study staff qualifications

- a. Agencies or individuals submitting proposals must provide a complete list of the staff who will be working on the study. This to include offsite and onsite staff. Also include their role(s), qualifications/certifications, and detailed resumes.

Overview of the Solicitation Process:

This section identifies the information that all bidders must include in their proposals to Madison County.

- All inquiries concerning this solicitation should be addressed to the following:

Madison County Purchasing Office
 Laurie Winters
 138 North Court Street, Building 4, 2nd Floor
 PO Box 635
 Wampsville NY 13163
 (315) 366-2247
purchasing@madisoncounty.ny.gov

All questions should be submitted in writing, citing the particular proposal section and paragraph name. Prospective Bidders should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a proposal. Answers to all questions of a substantive nature will be given to all prospective bidders in the form of a formal addendum which will be annexed to and become part of the resultant contract.

- For the purposes of evaluation, each proposal must be submitted in two (2) parts. Part I consists of the Technical Submittal/Narrative and Proposal Signature Page. Part II consists of the Cost Submittal. Each part must be complete in itself in order that the evaluation of both parts can be accomplished independently and concurrently and that the Technical submittal/Narrative can be made strictly on the basis of its merits. Cost information is **not** to be included in Part I. Both parts must be **sealed separately**.
- The rules established for proposal content and format will be enforced. Variations from the rules prescribed herein may subject the respondent to outright disqualification. It is in the best interests of the respondent to become familiar with the constraints imposed on its proposal so that the evaluation process can proceed in a timely manner.
- Note that proposals are subject to Madison County's procurement rights as detailed in the County's Rights to Proposals and all rules set forth in this and other sections of this RFP.
- **ALL PROPOSALS MUST BE COMPLETED IN INK OR MACHINE PRODUCED. PROPOSALS SUBMITTED HAND WRITTEN IN PENCIL WILL BE DISQUALIFIED.** The Issuing Office prefers that the proposals not be hand written, but this is **not** mandatory provided the respondent uses ink or an indelible pen.
- Part I of the proposal includes the technical submittal/narrative and Proposal Signature Page.
- Part II of the proposal consists of the pricing proposal that sets forth the costs for requested services. The cost submission should be complete, accurate, well-documented and in the format required. Cost information is not to be included in the Part I Technical Submittal/Narrative. All prices must be inclusive of all costs necessary or incidental for

proper performance under this contract. At least one of the pricing proposal pages must be original and have an **original signature**.

- The evaluation and selection of a Vendor will be based on the information submitted in the Vendor's proposal or oral presentations and such other information gathered by or made available to Madison County through the evaluation process.
- Each point by point response from the proposer must be answered with one of the following responses (**This is for your internal use only**):
 - **Understood** – The Vendor completely understands the specific requirement, conditions and/or desires that the RFP has set.
 - **Comply** – The proposed solution will fully meet requirements, and functionality is currently supported in the current product software release.
 - **Exception** – The proposed solution complies partially with this requirement. Any exception must be explained. If a Vendor takes exception but an alternative to the requirement is recommended, the alternative must be explained and any cost identified. Exceptions will be evaluated and considered but are not necessarily acceptable solutions to the requirement as expressed.
 - **Does not Comply** – The proposed solution does not comply with this requirement.
- **Submission of Proposals**

See "Bid Submission" in Appendix B

All proposals and accompanying documentation will become the property of Madison County and will not be returned. The content of each bidder's proposal will be held in strict confidence during the bid evaluation process, and no details of any proposal will be discussed outside the evaluation process. The successful bidder's proposal and a copy of the specification will be made part of the contract. Therefore, an official authorized to commit the company to a contract must sign the proposal.

- **Facsimile Bids**

Will not be accepted

- **Misinterpretation**

Prior to submission of a proposal, it is the responsibility of each proposer to become familiar with the requirements of this RFP. No Proposer may plead misunderstanding or deception because of the misinterpretation of estimates, scope of work, or other issues related to this request.

- **Deadlines**

One (1) original hard copy, an electronic copy, and five (5) copies of your proposal must be received by the County by no later than **3:00 P.M. EST on Wednesday, October 3, 2018**. Proposals received after this deadline will not be eligible for consideration.

Proposals should be delivered to:
Madison County Purchasing Office
Building 4, 2nd Floor
138 North Court Street, PO Box 635
Wampsville, NY 13163
(315) 366-2247

- **Contract**

The County intends to develop its own contract for this service. The final contract will involve, at a minimum, the terms and conditions set forth in this Request for Proposal including the general conditions, and may include those reflected in the specific proposal submitted. The content shall be the exclusive source of the Proposer's rights and remedies and shall supersede any and all prior writings, negotiations or agreements of any kind.

- **Cancellation**

The County of Madison retains the right to cancel any contract without cause provided the Contractor is given at least thirty (30) days' notice of intent to cancel. This provision should not be understood as waiving the County's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. The County shall have the right to postpone, suspend, abandon, or terminate the contract and such action shall be in no event deemed as breach of contract. In the event of any termination, postponement, delay, suspension, or abandonment, the contractor shall deliver to the County all data, reports, plans, or other documentation related to the performance of the contract, including, but not limited to guarantees, warranties, plans, and shop drawings. In any of these events, the County shall make settlement with the contractor upon an equitable basis as determined by the County and shall fix the value of the work which was performed by the contractor prior to postponement, suspension, abandonment, or termination of the contract. This clause does not apply to the contract if the contract contains other provisions applicable to the postponement, suspension, or termination.

Timeline and Calendar of Events:

	Action	Date
1.	Issue of RFP	September 5, 2018
2.	Deadline to submit questions	September 14, 2018 by 3 PM ET.
3.	Response to Written Questions	September 18, 2018 by 3 PM ET.
4.	RFP Amendments/Addendums Issued	As required
5.	Proposal Due Date	October 3, 2018 by 3 PM ET.
6.	Oral Presentation and / or Product Demonstrations by Finalist(s)	As scheduled by the County
7.	Selection Notification	No later than November 15, 2018

Madison County reserves the right to change the schedule of events

Anticipated Start Date and Term of Contract:

Anticipated start date is January 1, 2019. Contract completion should be no later than six months from the start date.

Method of Award:

All proposals received shall be subject to an evaluation by Madison County. Madison County desires to select the bidder who will provide the “best value” taking into consideration the most beneficial combination of qualifications, services and cost and who has met the requirements of this RFP. Only proposals judged to be responsive to the submission requirements set forth in this RFP will be evaluated.

The Technical and Cost sections of each Bidder’s proposal will be evaluated separately. A Selection Committee will review the two evaluations and make the contract selection. The criteria against which each proposal will be evaluated are described below.

After completion of the Technical and Cost Evaluation, a composite score will be assigned to each proposal with the Technical score weighted at 75 points and Cost score weighted at 25 points.

The basis for award will be the highest composite score.

Evaluation Criteria:

All proposals received in response to this RFP will be evaluated to determine if they are complete and meet the requirements specified in this RFP. An award will be made to the Proposer whose offer is judged to be the most advantageous to the County. County staff will review, analyze and evaluate all proposals and score them in accordance with the criteria described below. If needed, additional information may be requested from one or more Proposers. Interviews and contract negotiations may be conducted with one of more Proposers

By use of numeral and narrative scoring techniques, it is the intent of the County to evaluate proposals against the factors specified below. The relative weights of the criteria-based on a 100-point scale are shown in parentheses.

- Qualifications, experience, references (40 points)
- Approach and methodology (25 points)
- Fee (25 points)
- Miscellaneous, including exceptions/deviations (10 points)

The County reserves the right to change the evaluation process described above if circumstances dictate this or it is otherwise in the best interest of the County to do so.

The County of Madison reserves the right to accept or reject any or all proposals received as a result of this request, to waive any technical defect, qualification, omission, informality, or irregularity in any proposal received, to negotiate with all qualified Proposers, or to cancel in part or in its entirety this Request for Proposal if it is deemed in the best interests of the County to do so.

The County of Madison may award a contract based upon the proposals received without discussion of such proposals with proposers. Each proposal should therefore be submitted with the most favorable terms the proposer can make to the County.

The RFP documents and Notice of Award shall be the agreement between the County and successful proposer with respect to the matters dealt with herein, and such shall supersede all other oral and written proposals, representations, understandings, and agreements previously made or existing “with respect to” any such matter.

Qualification of Bidders:

Each Proposer must be prepared to present satisfactory proof of his capacity and ability to successfully complete the requirements of this solicitation.

Proposers are strongly encouraged to submit previous similar studies as of part of your qualifications.

The County reserves the right to make whatever investigations or inquiries necessary to determine the competency and ability of any Proposer to complete the requirements of this solicitation. A review may include but not be limited to inspection of the Proposer’s facilities and equipment, references or previous contract performance with the County or others.

The County reserves the right to reject any proposal when the Proposer cannot satisfy the County as to his ability to perform, or for any of the following reasons:

- Failure to comply with any pre-qualification requirements of the County, if such regulations are cited or otherwise included in this solicitation as a requirement.
- Failure to satisfy the requirements of this RFP.
- Failure to settle all due bills for labor or materials related to previous contracts with the County.
- The Proposer defaulted under previous contracts with the County.
- If it is determined that the Proposer is already obligated for the performance of other work which would delay the commencement, prosecution, or completion of the services required.
- Lack of sufficient personnel, assets, or financial resources necessary to provide the services successfully as revealed by either financial statements or experience.
- Evidence of Collusion among Proposers.

Mandatory Requirements:

- The study will address the entire Scope of Services.

Reserved Rights:

- By submitting a proposal, the Bidder covenants not to make any claim for or have any right to damages because of any misinterpretation or misunderstanding of the specification, or because of any misinformation or lack of information. Madison County has the following prerogatives with regard to proposals submitted:

- to accept or reject any or all proposals;
 - to correct any arithmetic errors in any or all proposals;
 - to change the proposal's due date upon appropriate notification to all prospective bidders;
 - to adopt any or all of a successful bidder's proposal;
 - to negotiate with the selected bidder prior to contract award
 - begin contract negotiations with another bidder should the County of Madison be unsuccessful in negotiating a contract with the selected contractor within 45 calendar days.
- Please note that the County will not provide verbal results of any RFP information. Requests for copies of the final award documents must be submitted in writing to the Madison County purchasing department. Other RFP documents being requested must be done by a FOIL request.
 - While it is the County's express intention to issue a fair and competitive document, the County reserves the right to waive specific requirements of this solicitation when such waiver is deemed to be in the County's best interest. This Request for Proposal does not commit the County of Madison to award a Contract or pay any costs incurred by a proposer in the preparation of a proposal. Any Proposer who submits a proposal in response to this solicitation does so at their own expense including attendance at subsequent meetings to discuss their proposal.

Method of Issuing Clarifications or Modifications to the RFP:

Formal requests for clarification of this Request for Proposal or questions regarding the terms of this Request for Proposal should be directed in writing to the Madison County Purchasing Office, Building 4, 2nd Floor, 138 North Court Street, PO Box 635, Wampsville, New York 13163. Any information given to a Proposer in response to a formal request will be furnished to all Proposers as an amendment to this solicitation if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to the submission of uniform proposals. Only such amendments when issued by the County Purchasing Office will be considered as being binding on the County. Verbal explanations or instructions given by a County employee to a Proposer in regard to this solicitation shall not be binding on the County, and shall be considered informal unless confirmed in writing by the Purchasing Office. The County will issue no response to any request for clarification received within seven (7) days of the proposal due date.

Attachments

- ❖ Appendix A – Standard Clauses for Madison County Contracts (SAMPLE ONLY)
- ❖ Appendix B – General Conditions
- ❖ Checklist of Proposal Submittal Requirements
- ❖ Signature/Non-Collusive Statement
- ❖ Certificate of Compliance with the Iran Divestment Act
- ❖ Non-Proposer's Response

APPENDIX A – SAMPLE ONLY

A G R E E M E N T

THIS AGREEMENT, by and between the **COUNTY OF MADISON**, a municipality of the State of New York, John M. Becker, Chairman, Madison County Board of Supervisors, with principal offices at 138 N. Court Street, Wampsville, NY 13163 (mailing: PO Box 635, Wampsville, NY 13163) hereinafter called the "County" and, _____, with principal offices at _____ hereinafter called the "Contractor";

W I T N E S S E T H

WHEREAS, the Contractor possesses the special skills and training required to perform services in connection therewith;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1) **TERM:** The term of this contract shall be from _____ through _____. This contract may be terminated without cause by either party hereto at any time upon thirty (30) days written notice of the intention to so terminate. The County reserves the right to terminate this Agreement for cause at any time.
- 2) **SCOPE OF SERVICES:** The Contractor shall provide services as outlined in Schedule A attached hereto and made a part hereof. The Contractor shall report directly to _____, or his/her designee.
- 3) **COMPENSATION:** The County hereby agrees to pay the Contractor [**Specify or reference to and cover in Scope of Services**] [e.g. *an hourly rate of _____ dollars (\$ _____) in full and final satisfaction of all services and expenses. The total amount of compensation shall not exceed dollars (\$ _____).*]

Payment shall be made in accordance with established Madison County procedures, upon submission of duly approved county claim forms, together with such other and further documentation as may reasonably be required including but not limited to Internal Revenue Service form W-9 (request for taxpayer identification number and certification).

- 4) **ASSIGNMENT:** The Contractor agrees that he shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or his responsibility to perform under this contract or his right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to him thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the County of Madison.
- 5) **INDEPENDENT CONTRACTOR:** For the purposes of this contract, the Contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Contractor, the employees and agents of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of the County of Madison, and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the County.
- 6) **HOLD HARMLESS:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County of Madison, its representatives, agents, servants, employees, officers, departments and authorities, from and against all claims, injuries, demands, judgments, settlements, damages, losses, liabilities, costs and expenses of any kind or nature, including but not limited to litigation costs and attorney's fees, whether arising in law or in equity, all without any limitation whatsoever, arising out of or resulting from the Contractor's performance of the work and/or duties and/or the transactions contemplated by this agreement and which are caused, in whole or in part, by or because of any act or omission of the Contractor, directly or indirectly, and/or by the Contractor's agents,

servants, employees, subcontractors and/or any person or entity employed by Contractor or for whose conduct or action the Contractor may be found or held liable, directly or indirectly. In the event that the County is determined to be any percent negligent pursuant to any verdict or judgement, then the Contractor's obligation to indemnify the County for any amount, payment, judgement, settlement, mediation or arbitration award shall extend only to the percentage of negligence of the Contractor or anyone directly or indirectly engaged or retained by it and anyone else for whose acts the contractor is liable. It is the intention of the parties that the right and entitlement to a defense; the right and entitlement to be held harmless; and the right and entitlement to indemnification shall be as broad as permitted under applicable law. Further, the Contractor agrees to indemnify the County in like regard in an action upon the contract between the parties and claims between the parties, including counsel fees and litigation costs and expenses. The terms of this agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of contribution or indemnity which would otherwise exist as to any party or person subject to this agreement. This agreement and paragraph shall be liberally construed so as to afford the County the fullest possible protection and indemnity. In the event that Contractor shall fail or refuse to defend, hold harmless and/or indemnify the County against any such claim, loss, damage, judgment, settlement or action, Contractor shall be liable to the County for all expense, expenditure and cost incurred or to be incurred by the County in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the County, including all attorney's fees, incurred in the County pursuing claim or suit or action against or recovering fees costs and expense from Contractor.

- 7) **INSURANCE:** Contractor shall obtain and maintain at all times during the term of this agreement, at its sole cost and expense, the following insurance:
- (a) Workers Compensation Insurance with statutory limits and employers liability coverage.
 - (b) Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The aggregate limit shall apply separately to each project. Coverage shall be written on an ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from the following:
 - 1. premises and operations liability
 - 2. contractual liability
 - 3. products/complete operations
 - 4. personal & advertising injury
 - 5. independent contractors liability.
 - (c) Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum limit of liability of \$1,000,000 (Combined Single Limit for Bodily Injury and Property Damage).
 - (d) Umbrella or Excess liability insurance with a limit of \$5,000,000 per occurrence and a general aggregate of \$5,000,000.
 - (e) Disability Benefits-New York State Statutory Requirements.
 - (f) Builders Risk Policy - Contractor shall purchase and maintain property insurance written on a Builders Risk "All Risk" or equivalent policy form in the amount of the initial Contract Sum plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site. Coverage shall be on a Replacement Cost basis. If this property coverage requires a deductible, the Contractor shall pay all costs not covered because of such deductible.

If Contractor fails to procure insurance for the County as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by County, and their respective insurers, which would have otherwise been paid by the

Contractor's required insurance.

The General Liability, Auto Liability, and Umbrella policies shall be endorsed to include Madison County, its' representatives, agents, servants, employees, officers, departments, authorities and any other parties required by contract with the County for this project as additional insureds, with such policies to provide that the additional insured coverage is primary and non-contributory. As it relates to the General liability policy, coverage shall include ongoing operations as well as completed operations. Also, to include the provision that the issuing company(s) will notify the Certificate of Insurance Holder, who shall be Madison County, located in the County Office Building, Wampsville, NY 13163, by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. For the duration of this contract, the issuing company(s) shall notify the Certificate of Insurance Holder upon renewal of the policies.

All insurance required to be carried by Contractor shall be issued by a Company licensed to conduct business in the State of New York rated by A.M. Best with a minimum Class "IX" or higher as to financial rating and "A" (Excellent) as to policyholder rating.

The form of such policies and insuring Company must be satisfactory to County as determined by the Certificate of Insurance Holder or County Attorney.

Upon request of the Certificate of Insurance Holder or County Attorney, certified copies of the policies shall be delivered to the County, with evidence satisfactory to the Certificate Holder or County Attorney of the payment of the full premiums on the policies.

- 8) **STATUTORY COMPLIANCE:** In acceptance of this Agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State and County laws, rules, regulations and ordinances which pertain hereto and to the performance hereof, including but not limited to those regarding services for municipalities including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.
- 9) **CERTIFICATE OF INSURANCE:** Prior to commencing the work under this Agreement the Contractor shall have furnished to the Certificate Holder a Certificate of Insurance (and, if requested pursuant to Paragraph 7, certified policies and proof of payment) which shall evidence all of the above requirements of insurance, including Workers' Compensation and Employers' Liability Insurance.

Attached to the certificate of insurance shall be a copy of the Additional Insured endorsement that is part of the Contractor's General Liability policy. Said Certificate must contain specific language so as to adequately advise the County of the Contractor's compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company(s) endorsed such policies as hereinabove required so as to include the County of Madison, its representatives, agents, servants, employees, officers, departments and authorities as additional insureds and to notify the County of any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder.

- 10) **LICENSES AND PERMITS:** The Contractor hereby agrees that he will obtain at his own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.
- 11) **APPROPRIATIONS:** It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond monies appropriated and available for the purpose thereof.
- 12) **CONTRACT MODIFICATIONS:** This agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by

both the County and the Contractor.

- 13) **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 14) **CLAUSES REQUIRED BY LAW:** The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.
- 15) **LEGAL COMPLIANCE:** The Contractor agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract, including the rules and regulations of the County. Among such rules and regulations are the County's Corporate Compliance Plan and Code of Conduct. The County's Compliance Plan can be reviewed at www.madisoncounty.ny.gov/compliance_/corporate-compliance-plan and the Code of Conduct at http://www.madisoncounty.ny.gov/compliance_/policies, or copies can be obtained by contacting Eric Faisst, Corporate Compliance officer at 315-366-2501. The Contractor agrees to abide by the terms of the Compliance Plan and Code of Conduct when delivering services under this Contract and shall ensure that each individual that provides such services under this contract is provided with a copy of the Compliance Plan and Code of Conduct or given access to the same.

In addition to reviewing the Corporate Compliance Plan and Code of Conduct, the Contractor agrees to view and cause its employees and service providers to view the training video that is required for all contractors and vendors who provide direct medical and/or behavioral health care services. This training video and forms can be found at www.madisoncounty.ny.gov/compliance_/training-video. Once the training video has been viewed, the Contractor and each of the persons completing the training will print, complete and sign acknowledgement forms and send each to:

Eric Faisst
Madison County Corporate Compliance Officer
P.O. Box 605
Wampsville, NY 13163

Furthermore, County strongly encourages all healthcare providers contracting with County to implement their own compliance program which addresses each of the seven elements of compliance recommended by the Office of the Inspector General, as well as the eight elements as recommended and/or mandated by the New York State Office of the Medicaid Inspector General.

Exclusion Screening Statement for contracts:

Madison County is committed to maintaining high quality care and service as well as integrity in its financial and business operations. Therefore, the County will conduct appropriate screening of providers, employees, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor.

The County will also verify that entities and businesses that provide and/or perform services for County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs.

By signing this contract, you are attesting to that fact that you and/or the provider, which you represent, have not been sanctioned nor excluded by any of the aforementioned entities.

- 16) **EXECUTIVE ORDER 38:** Contractor acknowledges that if this is an agreement for which the Contractor will, in whole or in part, be compensated with New York State funds, in acceptance of this agreement the Contractor agrees to comply with New York State Executive Order Number 38, including all reporting obligations thereunder. Executive Order Number 38 can be found at the following website address: <http://executiveorder38.ny.gov/> and its implementing regulations at 19 NYCRR Part 144.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

COUNTY OF MADISON

DATED: _____

By: _____
John M. Becker
Chairman, Board of Supervisors

DATED: _____

By: _____

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 201____, before me, the undersigned, personally appeared **John M. Becker**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York
Appointed in _____ County
My Commission Expires:

Notary

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 201____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York
Appointed in _____ County
My Commission Expires:

Notary

**SCHEDULE A
SCOPE OF WORK**

****SAMPLE ONLY****

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before Madison County may approve a request for Assignment of Contract

During the term of the Contract, should Madison County receive information that a person is in violation of the above-referenced certification, Madison County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Madison County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Madison County reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signed

Title

Company Name

Sworn to before me this
___ day of _____, _____

Notary Public

*****not to be changed*****

SAMPLE ONLY!

Appendix B

A complete set of documents shall be used to prepare a response to this request. The County does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of the documents which make up this request. A complete set of documents may be examined or obtained from the Madison County Purchasing Office.

Proposals and contracts are governed by the purchasing regulations as outlined in the Madison County Purchasing Policy. All offerors should refer to the specific provisions of those regulations for guidance in dealing with this solicitation.

GENERAL INFORMATION

An RFP defines the situation for which the services are required, how they are expected to be used and/or problems that they are expected to address. Vendors are invited to propose solutions that will result in the satisfaction of the County's objectives in a cost-effective manner. The proposed solutions are evaluated against a predetermined set of criteria of which price may not be the primary consideration.

The County has endeavored to incorporate within these specifications all the elements which it reasonably anticipates will be required to accomplish the intended objectives set forth in this Request for Proposal. In submitting a proposal, the Proposer is agreeing to provide services consistent with these specifications. If a proposer identifies an additional element not included in these specifications which in its judgement would be an essential element to accomplish the intended objectives as articulated in this RFP, the Proposer should identify this element in its proposal and explain in detail why the County should consider including this element within the Request for Proposals. Conversely, if a Proposer identifies a task in the RFP which could be modified or deleted without impacting the objectives of the RFP, the Proposer should provide an explanation as to why the task should be deleted or modified. The County reserves the right to accept or reject the addition, deletion or modification of an element of these specifications.

GENERAL CONDITIONS

In submitting a proposal, a Proposer agrees to be bound by the requirements set forth in the following general conditions. Whenever reference is made to the term "contractor" this shall include the party with whom the County has entered into an agreement, as well as any subcontractors whom the Proposer has engaged to complete portions of this Request for Proposal.

- A. In submitting a proposal, the Proposer is certifying that the price proposal has been arrived at independently, without collusion, consultation, communication or agreement for the purposes of restricting competition as to any matter relating to such prices with any other proposer or competitor.
- 1) The prices submitted in a proposal have not been knowingly disclosed by the Proposer directly or indirectly to any other Proposer or competitor.
 - 2) No official agent or employee of Madison County has any direct or indirect interest in the awarding of a contract for the services set forth in this Request for Proposal.
 - 3) The Proposer warrants to the best of his knowledge and belief there are no relevant facts or circumstances which could give rise to an organizational conflict of interest as herein defined, or that the Proposer has disclosed all such relevant information to the County. An organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction of future activities, either result in an unfair competitive advantage to the Proposer or impair a Proposer's objectivity in performing the work for the County. The Proposer agrees that if any actual or potential organizational conflict of interest is discovered after the award, the proposer will make a full disclosure in writing to the County. This disclosure shall include a description of actions which the Proposer has taken or proposes to take after consultation with the County to avoid, litigate, or minimize the actual or potential conflict. The County may terminate the contract in whole or in part if it deems such termination necessary to avoid an organizational conflict of

interest. If the Proposer was aware or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the County, the County may terminate the contract or pursue such other remedies as may be permitted by the law or the contract.

- 4) The County may terminate any agreement if it is determined that gratuities in the form of entertainment, gifts, or otherwise were offered or given by a Vendor, his agent, or representative to any County official or employee with a view toward securing favorable treatment with respect to the awarding of a contract or the performance of an agreement. The County may also terminate any contract if it is determined that the successful contractor engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the solicitation process or the performance of the agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate any agreement and/or exercise any other remedy available to it under existing law.
- B. It is agreed that the successful Contractor will be responsible for any loss, personal injury, death, or other damage that may be done or suffered by reason of the contractor's negligence, or failure to perform any of the obligations defined by this RFP, and the contractor hereby agrees to defend, indemnify and save the County harmless for any loss, cost, damages and other expenses suffered by the County by reason of the Contractor's negligence or failure to perform any of the set obligations. The Contractor agrees to defend the County in any action or suit brought against the County arising out of the Contractor's negligence, errors, acts or omissions. The negligence of any agent, servant or employee of the Contractor is deemed to be negligence of the Contractor within the meaning of this paragraph.
- C. Proposers may utilize subcontractors to complete the project provided that the proposer is required to provide any information concerning such subcontractors requested by the County. In the event that a contract is awarded to a proposer choosing to utilize a subcontractor, the successful Proposer will be responsible for ensuring that the subcontractors meet the requirements of this Request for Proposal and the contract between the County and the successful Proposer.
- D. It is understood that the successful Contractor is an independent contract and shall not be considered an agent of the County, nor shall any of the Contractor's agents or employees be considered subagents for the County.
- E. The successful Contractor agrees to comply with the non-discrimination and employment practices as required by applicable State and Federal laws and regulations regarding employment discrimination. The Contractor assures the County that in accordance with applicable law: it does not and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious beliefs, sexual preference or handicap.
- F. The successful Contractor shall without additional expense to the County be responsible for complying with any and all applicable laws, codes, and regulations in connection with the goods and services called for in this proposal. The County fully complies with the regulatory requirements, spirit, and intent of Affirmative Action and Equal Opportunity Employment.
- G. Pursuant to the provisions of Section 109 of the General Municipal Law, no Proposer to whom a contract is granted or awarded shall assign, transfer, convey, subcontract, or otherwise dispose of all or part of such contract, or of his right, title, and interest herein, including the performance of the contract or the right to receive monies due, or to become due, or of his power to execute the contract without the prior written consent of the Madison County Purchasing Office. In the event the proposer shall, without prior written consent, assign, transfer, convey, subcontract or otherwise dispose of the contract, or of his right, title, and interest herein, including the performance of the contract, or the right to receive monies due, or to become due, or his power to execute such contract, to any other person or corporations or upon receipt by Madison County of an attachment against the Proposer, the County of Madison shall be relieved and discharged from any and all liability and obligation growing out of such contract to such proposer and the person or corporation to which such contract shall have been assigned, his assignees, transferees, or sublease shall forfeit and lose all monies theretofore assigned on this contract, except so much as may be required to pay his employees.

- H. The exclusive means of disposing of any dispute arising as a result of contract award which is not disposed of by agreement, shall be decided in a New York State Court of competent jurisdiction located within Madison County. There shall be no right to binding arbitration. Pending final resolution of the dispute, the successful contractor must proceed diligently with contract performance. The Contractor waives any dispute or claim not made in writing and received by the County within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain, and any money requested must be fully supported by all documentation acceptable to the County.

The performance of work under the contract may be terminated by the County in whole or in part, effective upon receipt of notice whenever the successful Contractor defaults in performance of the contract, or fails to make progress in prosecution of the contract work, or endangers such performance and fails to secure such default within a ten (10) day period after receipt of notification from the County specifying the default.

- I. **New York State Wage Rates. If any portion of work being proposed is subject to the prevailing wage rate provisions of Labor Law**, the proposer agrees to pay in accordance with the New York State Schedule of Labor Rates. He will conduct his business in strict compliance with County Law, New York State Labor Laws, Federal OSHA Laws, and all other laws that apply. Wages paid to workers involved in Public Work contracts shall comply with the provisions of Article 8 (Section 220-223) of the NYS Labor Law and can be found online at www.labor.state.ny.us under Wages and Hours, then Prevailing Wage Rates (PRC# 2016007975), a hard copy of the cover sheet is attached.

Applicable X

Not Applicable _____

- J. Insurance Requirements:

CONTRACTOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, Employer's Liability Insurance, Disability Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance and Professional Liability Insurance, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms, shall be written by insurers licensed to do business in the State of New York and which have an A.M. Best Rating of A(-) or better as determined in the most recent A.M. Best publication, and who have been fully informed as to the nature of the SERVICES to be performed, and shall cover risks and liability to CONTRACTOR resulting from this Agreement. Commercial General Liability shall include personal injury liability. **Except for Workers' Compensation Insurance and Disability Insurance, the COUNTY, its officers, employees and agents shall be named as additional insureds on all such policies** with the understanding that any obligations imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligation of CONTRACTOR and not those of the COUNTY. Notwithstanding anything to the contrary in this Agreement, CONTRACTOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section. The provision of insurance by CONTRACTOR shall not in any way limit CONTRACTOR'S liability under this Agreement.

- (a) Workers Compensation Insurance with statutory limits and employers liability coverage.
- (b) Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The aggregate limit shall apply separately to each project. Coverage shall be written on an ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from the following:
1. premises and operations liability
 2. contractual liability
 3. products/complete operations
 4. personal & advertising injury

5. independent contractor's liability.
- (c) Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum limit of liability of \$1,000,000 (Combined Single Limit for Bodily Injury and Property Damage).
 - (d) Umbrella or Excess liability insurance with a limit of \$5,000,000 per occurrence and a general aggregate of \$5,000,000.
 - (e) Disability Benefits-New York State Statutory Requirements.
 - (f) Builders Risk Policy - Contractor shall purchase and maintain property insurance written on a Builders Risk "All Risk" or equivalent policy form in the amount of the initial Contract Sum plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site. Coverage shall be on a Replacement Cost basis. If this property coverage requires a deductible, the Contractor shall pay all costs not covered because of such deductible.

If Contractor fails to procure insurance for the County as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by County, and their respective insurers, which would have otherwise been paid by the Contractor's required insurance.

The General Liability, Auto Liability, and Umbrella policies shall be endorsed to include Madison County, its' representatives, agents, servants, employees, officers, departments, authorities and any other parties required by contract with the County for this project as additional insureds, with such policies to provide that the additional insured coverage is primary and non-contributory. As it relates to the General liability policy, coverage shall include ongoing operations as well as completed operations. Also, to include the provision that the issuing company(s) will notify the Certificate of Insurance Holder, who shall be Madison County, located in the County Office Building, Wampsville, NY 13163, by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. For the duration of this contract, the issuing company(s) shall notify the Certificate of Insurance Holder upon renewal of the policies.

All insurance required to be carried by Contractor shall be issued by a Company licensed to conduct business in the State of New York rated by A.M. Best with a minimum Class "IX" or higher as to financial rating and "A" (Excellent) as to policyholder rating. The form of such policies and insuring Company must be satisfactory to County as determined by the Certificate of Insurance Holder or County Attorney.

Upon request of the Certificate of Insurance Holder or County Attorney, certified copies of the policies shall be delivered to the County, with evidence satisfactory to the Certificate Holder or County Attorney of the payment of the full premiums on the policies.

At the time of execution of this Agreement, and upon each policy renewal, CONTRACTOR shall submit to COUNTY certificates of insurance evidencing CONTRACTOR'S compliance with the requirements of this Section, including certificates of insurance from any approved subcontractors.

Contractor may provide an umbrella policy to meet coverage limits as set forth above.

CONTRACTOR shall provide to the County at the time of execution of the contract a certificate showing each policy to be in force and endorsed as to show **"Madison County, and its officers, agents, servants and employees are included as additional insureds as their interest may appear but only to the extent that they are contractually obligated to be so named."**

Notice of termination of any such policies must be provided to Madison County Purchasing Office, 138 North Court Street, PO Box 635, Wampsville, NY 13163, at least thirty (30) days in advance.

If Contractor fails to procure insurance for the County as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended,

and damages incurred by County, and their respective insurers, which would have otherwise been paid by the Contractor's required insurance.

The General Liability, Auto Liability, and Umbrella policies shall be endorsed to include Madison County, its' representatives, agents, servants, employees, officers, departments, authorities and any other parties required by contract with the County for this project as additional insureds, with such policies to provide that the additional insured coverage is primary and non-contributory. As it relates to the General liability policy, coverage shall include ongoing operations as well as completed operations. Also, to include the provision that the issuing company(s) will notify the Certificate of Insurance Holder, who shall be Madison County, located in the County Office Building, Wampsville, NY 13163, by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. For the duration of this contract, the issuing company(s) shall notify the Certificate of Insurance Holder upon renewal of the policies.

All insurance required to be carried by Contractor shall be issued by a Company licensed to conduct business in the State of New York rated by A.M. Best with a minimum Class "IX" or higher as to financial rating and "A" (Excellent) as to policyholder rating. The form of such policies and insuring Company must be satisfactory to County as determined by the Certificate of Insurance Holder or County Attorney.

Upon request of the Certificate of Insurance Holder or County Attorney, certified copies of the policies shall be

delivered to the County, with evidence satisfactory to the Certificate Holder or County Attorney of the payment of the full premiums on the policies.

At the time of execution of this Agreement, and upon each policy renewal, CONTRACTOR shall submit to COUNTY certificates of insurance evidencing CONTRACTOR'S compliance with the requirements of this Section, including certificates of insurance from any approved subcontractors.

Contractor may provide an umbrella policy to meet coverage limits as set forth above.

CONTRACTOR shall provide to the County at the time of execution of the contract a certificate showing each policy to be in force and endorsed as to show "**Madison County, and its officers, agents, servants and employees are included as additional insureds as their interest may appear but only to the extent that they are contractually obligated to be so named.**"

Notice of termination of any such policies must be provided to Madison County Purchasing Office, 138 North Court Street, PO Box 635, Wampsville, NY 13163, at least thirty (30) days in advance.

- K. The County is a duly authorized agent and shall have access to and have copies of the successful Contractor's records, including any books, computer tapes, discs or programs, or material pertaining to work performed under the contract at no cost to the County to determine or verify the compliance with all contractual conditions. The County shall be granted access to such records at all reasonable times during the contract period and for three (3) years thereafter.
- L. The parties hereto agree that the laws of New York State shall apply in construing any and all provisions of this RFP and any resulting agreement.
- M. By submission of a proposal under this solicitation, the Proposer agrees that the County has sixty (60) days acceptance time in which to award a contract. The County reserves the right to reject as non-responsive any offer that specifies less than sixty (60) days of acceptance time.

A Proposer may withdraw its proposal at any time prior to the submittal deadline by submitting a request to do so in writing to the County Purchasing Office. Any proposal received by the County and not withdrawn becomes an irrevocable offer for a period of sixty (60) days after the submittal date.

- N. All signatures on proposals, amendments, and correspondence must be made by persons who are authorized to contractually bind the proposers.

- O. Delivery. All proposals should be addressed to the Madison County Purchasing Office, 138 North Court Street, PO Box 635, Wampsville, New York 13163. No proposal or amendment to a proposal will be opened or considered if received after the due date and time, and all offerors are advised that this requirement will be strictly interpreted and enforced. Fax machines shall not be used for the submittal. Proposals received prior to the time of opening will be securely kept unopened. No responsibility shall be attached to the contracting department or representatives for the premature opening of a proposal not properly addressed and identified. All Proposers are responsible for ensuring their proposal is received on time by the County. In the event of the closing of certain County facilities and/or operations, and/or services due to an unplanned event or any cause beyond the County's control, the opening/due date will be rescheduled by the County. The County of Madison reserves the right to reject any and all offers.
- P. Important Notice. All material submitted in response to this RFP becomes the property of the County and will be considered public records after the award of the contract. Proposals shall not be shared with any competing offerors during the selection phase of this procurement; however, after award of the contract to the successful offeror, proposals received in response to this Request for Proposal may be subject to disclosure under a provision of the Freedom of Information Act. Information in proposals that is clearly identified as proprietary will not be disclosed at any time. Blanket statements that all contents of the proposal are confidential and proprietary will not be honored by the County. The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, mandates public access to certain government records. Generally, proposals submitted in response to this RFP may constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. To protect this information from disclosure under FOIL, Proposers should specifically identify the pages of the proposal that contain such information by properly marking the top of the applicable pages as "CONFIDENTIAL" and inserting the following statement in the front of its proposal:

The information or data on pages _____ of this proposal, identified on the top thereof as "CONFIDENTIAL", contain financial, technical, or other information which constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. We request that the County use such information only for the evaluation of this proposal but we understand that the Authority must comply with the provisions of the New York State Freedom of Information Law (FOIL) and public disclosure of the information contained in this proposal whether or not marked as "CONFIDENTIAL", and to make no claim for any damages as a result of any such disclosure by the County pursuant to FOIL.

In the event the County receives a FOIL request for disclosure of information marked as "CONFIDENTIAL", the Proposer shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons the proposer has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation shall be used by the County in making its determination as to whether disclosure is required under the law.

- Q. Substitute or "or equal" Items.

A contract, if awarded, will be on the basis of materials and equipment as described in the Specifications, and "or equal" items submitted by the Proposer and accepted by the County. The Proposer may offer "or equal" items that meet the same performance or reliability standards as specified herein. If the Proposer offers an "or equal" item, the Proposer must include with the proposal package, sufficient documentation establishing equality of construction, operation and utility. Said "or equal" items shall be accepted or rejected based upon the County's evaluation of the submitted documentation. All costs associated with the review of any "or equal" items prior to recommendation to award, shall be at the Proposer's expense.

If a submitted “or equal” item is rejected, the Proposers shall be afforded an opportunity to meet with the County to offer additional qualifying opinions and information prior to the County rejecting the proposal. The Proposer shall not have the opportunity to submit any alternative materials or equipment after the proposals are opened.

The decision to accept or reject an “or equal” item rests solely with the County. If a substitute “or equal” item is not accepted by the County, the proposal will be deemed non-responsive and the County shall reject this proposal. The next lowest responsive proposal shall then be reviewed for recommendation of award.

R. Non-Appropriations Clause.

The awarding of a contract for the work outlined in this Request for Proposal is subject to the appropriation of funds and approval by the Madison County Board of Supervisors. Any agreement between the County and the successful Proposer shall be executory only to the extent of the monies appropriated therefore. Contract award decisions will be made public as soon as possible. Proposers should not assume that their proposal has been approved until the receipt of official notification from the County of Madison. Neither this solicitation nor any representation by any public employee or office creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of this solicitation.

In accordance with New York State General Municipal Laws, the County of Madison will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the Vendor agrees to hold the County harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order by the County. Issuance of a purchase order by the County indicates that the County currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Should it become necessary for the County to cancel a project or purchase after an order to proceed or purchase order has been issued, the County will only be liable for and the vendor agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation.

S. Iranian Energy Sector Divestment

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

1. Provided goods and 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
2. 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.

Any 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 Proposer pursuant to Section 103 of the New York State General Municipal Law.

Except as otherwise specifically provided herein, every proposer submitting a proposal in response to this Request for Proposals must certify and affirm the following under penalties of perjury:

1. “By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each Proposer is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).”

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

Except as otherwise specifically provided herein, any proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Proposer cannot make the certification as set forth in subdivision (a) above, the Proposer shall so state and shall furnish with the request a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the proposal to any Proposer who cannot make 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 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 Madison 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 Madison would be unable to obtain the goods or services for which the proposal is offered. Such a determination shall be made by the County in writing and shall be a public document.

CHECK LIST OF PROPOSAL SUBMITTAL REQUIREMENTS

The following checklist is intended to acquaint the bidder with all items or information that must be submitted with the proposal.

- 1 electronic (USB) copy of the Proposal (Part 1)
- 1 Original (must be labeled) Proposal (Part I) and 5 copies of the Proposal (Part 1) - all of Part I can be in one envelope
- 1 Original (must be labeled) Pricing Page(s) (Part II) and 5 copies of the Proposal Pricing Page(s) (Part II) – all of Part II can be in one envelope

PART I: Proposal

- Proposal/Narrative
- Proposal Signature Page

PART II: Proposal Pricing Page(s) that must be returned in a separate sealed envelope will include:

- Proposal Pricing Page(s)
- Scope of Work

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT - REQUIRED

- A. By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer 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 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 Proposer cannot make the foregoing certification set forth in Paragraph A above, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to whom the proposal is made, or his designee, may award a proposal, 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 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 and services for which the contract is offered. Such a determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

NON-PROPOSER'S RESPONSE

For purposes of maintaining accurate proposer's lists and facilitating your firm's response to our invitation for proposal, the County of Madison is interested in ascertaining reasons for prospective proposer's failure to respond to invitations for proposals. If your firm is not responding to this proposal, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to the Madison County Purchasing Department, 138 North Court Street, Wampsville, New York 13163. This form may be returned by mail or fax. Faxes may be sent to 315-367-1409. Failure to submit either a proposal or return this form will result in removal of your firm's name from our Proposer's lists. Thank you for your cooperation.

We are not responding to this invitation for proposal for the following reason(s)

- Items or materials requested not manufactured by us or not available to our company.
- Our items or materials do not meet specifications.
- Specifications not clearly understood or applicable (too vague, too rigid, etc.)
- Quantities too small.
- Insufficient time allowed for preparation of proposal.
- Incorrect address used. Correct mailing address is:

- Our branch/division handles this type of proposal.
Correct name and mailing address is:

We are unable to submit a proposal at this time but would like to continue to receive invitations for proposals.

We are unable to submit a proposal and wish to be removed from the Proposer's list.

NAME OF FIRM: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

BY: _____

Signature of Representative

DATE: _____

RFP Number: _____ RFP Name: _____