# COUNTY OF ALBANY

## REQUEST FOR PROPOSALS
## ALBANY COUNTY EXECUTIVES OFFICE

**RFP #2012-016**

## THIRD PARTY MANAGEMENT FIRM TO MANAGE THE ALBANY COUNTY NURSING HOME

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

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

**TITLE:** **Third Party Management Firm to Operate the Albany County Nursing Home**

**RFP NUMBER:** **2012-016**

## Receipt Confirmation Form

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

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

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

Company Name:_____

Address:_____

City: _____State:_____ Zip Code: _____

Contact Person: _____

Title: _____

Phone Number: _____ Fax Number: _____ E-Mail: _____

If a Bidders/Proposers meeting has been arranged for this RFP, please indicate if you plan to attend: ☐ **Yes** / ☐ **No**

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

Courier Collect: _____ Mail _____

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

# NON-PROPOSER RESPONSE

**RFP #2012-016**

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 #2012-016**

Sealed Proposals for a **Third Party Management Firm to Operate the Albany County Nursing Home,** as requested by the Albany County Executive, will be received by the Albany County Purchasing Agent, Room 820, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, May 4, 2012.

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 Capital Region Purchasing Group Internet web site at: **http://www.govbids.com/scripts/CRPG/public/home1.asp, starting** by close of business (4:30 p.m.) on February 23, 2012.

**A pre-proposal conference will be held on Thursday, March 22, 2012 from 10:00 to 11:00 a.m. in the Albany County Executive's Conference Room, 112 State Street, Room #200, Albany, NY 12207. This is the only scheduled conference. Interested proposers are strongly urged to attend**.

Karen A. Storm
Purchasing Agent

Dated: March 5, 2012
Albany, New York

PUBLISH ONE DAY – March 8, 2012 -- THE EVANGELIST
PUBLISH ONE DAY – March 8, 2012 -- THE TIMES UNION

# COUNTY OF ALBANY
## REQUEST FOR PROPOSALS
## THIRD PARTY MANAGEMENT FIRM TO OPERATE
## THE ALBANY COUNTY NURSING HOME
## ALBANY COUNTY EXECUTIVE'S OFFICE
## RFP #2012-016

**RFP DISTRIBUTION-** ***IMPORTANT NOTICE***

The County of Albany officially distributes RFP documents through the Purchasing Division Office or through the Capital Region Purchasing Group (CRPG) bid notification system (**http://www.govbids.com/scripts/CRPG/public/home1.asp**). Copies of RFP documents obtained from any other source are not considered official documents. Only those vendors who obtain bidding documents from either the Purchasing Division Office or the CRPG 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 CRPG bid notification system, it is strongly recommended that you obtain an official copy.

**SECTION 1: PURPOSE**

1.1 As Albany County government explores options for the future of its county-operated nursing home, the County is seeking proposals from interested parties that would reduce or eliminate the nursing home's dependence upon the local tax levy. The County is seeking a qualified independent contractor who shall be responsible for insuring the continuation of a high quality of services which are provided to the Nursing Home residents. Contractor must demonstrate actual and potential cost savings to the County throughout the term of the contract.

1.2 In considering any proposal, the County's priorities are the safety and well-being of the ACNH's current residents, employees, and the financial impact to County taxpayers.

**1.3. A PRE-PROPOSAL CONFERENCE WILL BE HELD ON *Thursday, March 22, 2012 at 10:00 A.M., at the Albany County Office Building, 112 State Street, 2nd Floor CEO Conference Room, Albany, New York.*** This will be the only scheduled conference. Proposers interested in submitting Proposals are strongly urged to attend.

1.4 Site vitis of the ACNH may be arranged by contacting Gene Larrabee, Executive Director at 518-869-2231 ext: 200.

1.5 The following reports and union agreements are available upon request through the Albany County Purchasing Division for any individual or firm who has obtained a copy of the Request for Proposals: Complex Cost Reports (2008, 2009, 2010); Medicaid Cost Reports (2008, 2009, 2010); Plans of Correction (2009, 2010, February 2011 and December 2011);

and Union Agreements (3). Documents will be distributed on CD (Attachment "D" of this RFP). Vendors may request copies of the CD from Albany County Purchasing Division via email to:

Karen Storm, Purchasing Agent
Karen.storm@albanycounty.com

## SECTION 2: RECEIPT OF PROPOSALS

2.1 Five (5) copies 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, May 4, 2012***, at the following address:

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

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

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

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

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

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

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

2.8 Proposals will be examined and evaluated by a committee with representation from the Albany County Executive's Office.

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's qualifications, including:

3.1 The name of your organization and a brief history and description of its operations.

3.2 The names of your organization's professional staff members who will be involved in the County engagement, the experience each possesses and the location of the office from which each staff member works.

3.3 The name and title of the person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).

3.4 At least two (2) references from similar projects, including names, addresses and telephone numbers.

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

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

3.7 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 DESCRIPTION OF NURSING HOME AND CLINICAL PARADIGM

**A**. Albany County Nursing Home is located at 780 Albany Shaker Road, Albany, New York 12211 (Town of Colonie). The Facility, originally licensed for 420 beds, is now licensed for 250 beds and is certified for Medicare and Medicaid. The Facility contains seven (7) operating nursing units of varying capacities (20, 34, 39, 39, 39, 39, and 40 beds) and four (4) closed nursing units (formerly containing 170 beds). One of the closed units houses the RISE Program, an experimental dementia program further referenced in the Clinical Paradigm included on page RFP 17 and RFP 18.

The Facility includes one (1) large therapy gym and more than adequate office space and meeting rooms which are located on the first floor. There is one central dining room/activity room also on the first floor. Each nursing unit has a dining/lounge area. Rooms are primarily semi-private, but the Facility's 20 bed unit contains all private rooms. There are an additional total of 28 private rooms throughout the rest of the Facility, 24 of which were designed as private rooms and four of which are now private because the second bed was decertified.

The Facility's fifth floor nursing unit (34 beds) is a behavioral unit and its "E" unit (40 beds) serves as a dementia unit. Neither unit is secured. The Shaker Place Unit (20 private rooms) is primarily utilized for short-term rehab stays.

The Facility is located on a parcel of land that is approximately 9.4 acres. The current building opened in 1973. The Laundry Facility is located adjacent and across the street from the main nursing home building. See the Albany County Nursing Home Clinical Program Paradigm referenced on pages RFP 17 and RFP 18.

## 4.2 THIRD PARTY MANAGEMENT OF ACNH

### A. SCOPE OF WORK:

The successful contractor shall be required to manage the daily operations of the ACNH. Contractor shall be responsible for ensuring a continuation of high quality services to the residents of the ACNH. The responsibilities of the Contractor and the County shall include, but not necessarily be limited to, the following:

**1. Contractor Responsibilities:**

The Contractor shall perform management services for the facility as specified in the RFP, Contract, and any addenda thereto, and agreed upon information provided in the Proposal.

The Contractor shall provide and assign only individuals who have experience with management services for long-term care for senior residents. Contractor must also insure individuals meet standards for New York Nursing Homes, including criminal background checks.

The Contractor shall perform management services in strict compliance with all Federal, State, local laws, regulations, ordinances, and directives as they may pertain to said services.

The Contractor shall document all savings to the County of Albany, demonstrating how savings were achieved, and provide the necessary tools and/or direction to ensure savings shall remain in place.

The Contractor shall agree they are responsible for and solely liable for any losses, errors or other deficiencies in the services furnished under this contract.
The Contractor shall be responsible for obtaining any and/or all approvals from the County for all proposed financial and/or operational changes the Contractor may recommend. Contractor will also be responsible to conform to the budget as determined by the Albany County Legislature regarding all expenditures associated with providing services.

The contractor shall collaborate with the County to obtain approval from New York State Department of Health (DOH) to manage the Facility.

**2. County Responsibilities:**

Provide use of office space, including desk(s), chair(s) and telephone service.

Provide budget information associated with all expenditures for the facility.

Provide a designee to be the point of contact for all questions and/or requests by the Contractor.

The County shall retain all existing ACNH liabilities.

**B.** The third party management proposal shall include the following information:

**1. Long-Term Care Experience:**

Describe in detail and provide materials pertinent to showing proposer's experience in the long-term care industry, as well as any other health care related experience. Proposer shall:

a. identify, by name and address, all nursing home facilities owned or operated by proposer, or any member of its ownership structure, during the past ten (10) years;

b. identify any individual shareholders, or owners of your company or entity, that own or control an interest of 5% or more in your operation. Additionally, include anyone who meets the CMS definition of being in a position of "managerial control."

c. provide all state and federal licensure, inspection, citation, and other regulatory compliance information related to each facility for the four (4) most recent annual surveys. When identifying the facilities owned or managed by the proposer, or any member of its ownership structure, include whether the facility is owned or operated, and, if operated, provide full contract information for the owner. In addition, provide the name and complete contact information for at least five (5) references.

**2. Public Policy Commitments:**

a. Service to the Indigent and Vulnerable Communities

In seeking administration and management service for the ACNH the County has declared a policy goal of ensuring continued access to the ACNH for vulnerable communities, including, in particular, those residents whose payment source is Medicaid. Proposer shall clearly state its willingness to accept and serve Medicaid residents. Proposer must also identify any means or asset-based admission requirement at its existing facilities, as well as any such requirements it intends to impose at the ACNH (or a statement that no such requirement will be imposed). Finally, the County believes it is important that ACNH continue to accept special needs populations, including, but not limited to those described in the Clinical Program Paradigm, RFP 17 and RFP 18.

b. No Displacement of Residents

Include a statement that proposer will not displace any resident currently residing at the ACNH, except as permitted by law and the regulations of the New York State Department of Health.

c. Employees

The Albany County Nursing Home is currently a party to three collective bargaining agreements as outlined below. The successful Contractor shall be required to work with and under the contraints of all existing representatives and collective bargaining agreements:

1. 1199 SEIU United Health Care Workers East, RN's Unit
2. 1199 SEIU United Health Care Workers East, Service and Maintenance Unit
3. NYSUT Professional Staff Association
(Agreements are in Attachment “D”)

The liability of County employees accrued benefits shall remain the County’s expense.

**3. Staff to be supplied by the Proposer:**

The County envisions that a Third Party Management team shall include a licensed Nursing Home Administrator, a Chief Financial Officer, a Director of Nursing and other operational Department Managers the proposer may deem necessary. The proposer should discuss the staff it intends to use to carry out the administration and management of the ACNH. The proposer should include a resume for its candidate for each position

listed, as well as the current hourly and annual cost for each person. There shall be at least two persons assigned full time to the ACNH and those two shall be a licensed nursing home administrator and an RN qualified to be a Director of Nursing, who meet all of the applicable standards of the New York State Department of Health.

## 4.3 ALL PROPOSALS MUST CONTAIN AND/OR ARE SUBJECT TO THE FOLLOWING:

### A. DUE DILIGENCE

The proposal must specify all material conditions that such proposer may require to consummate the contemplated transaction.

### B. APPROVALS

The proposal must include a statement regarding the level of review that the transaction will require in the proposer's organization, as well as a list of any corporate, regulatory or third-party approvals, including the approvals of any existing lenders, required to consummate the contemplated transaction and the timing to obtain such approvals.

### C. ADVISORS AND CONTACTS

The proposal should include in the initial proposal a list of the names and respective functions of any advisors the proposer has engaged, or would plan to engage in connection with the transaction and the names, phone numbers, email addresses and fax numbers of the parties that the proposer wishes to designate to answer any questions regarding the proposal.

### D. CONFLICTS OF INTEREST AND/OR POTENTIAL CONFLICTS OF INTEREST

#### 1. Relationships with Third Parties

Each proposer is charged with the continuing duty to disclose to the County the existence of any interests it may have, contractual or otherwise, ongoing or previous, with any companies or individuals with whom Albany County does business with respect to the services required by this RFP. This duty continues for so long as the proposer maintains a contract or lease with the County.

#### 2. Relationships with County Departments/Agencies/Employees

Entities doing business with the County are charged with the continuing duty to disclose to the County the existence of any interests it may have, contractual or otherwise, ongoing or previous, with any County department, agency or employee. This duty continues for so long as the proposer maintains a contract or lease with the County.

## E. COUNTY REVIEW AND APPROVAL

**1.** As part of the approval process, proposer's may be required to, among other things, conduct management presentations to County personnel, provide testimony before the Albany County Legislature and Albany County Executive, and answer questions from the Albany County Legislature and Albany County Executive.

**2.** The County may conduct such reviews as it deems necessary to determine the ability of each proposal to meet all requirements under this RFP.

## F. ADDITIONAL INFORMATION

Each proposer must specify all material conditions that such proposer may require to consummate the contemplated transaction.

## 4.4 MAINTENANCE AND INSPECTION

**1.** The Proposer shall be required to maintain the physical ACNH premises, including the site, building, building systems, and all equipment, fixtures, and appurtenances furnished by the County, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light ventilation, safety systems, access and other services to the premises, without reasonably preventable or recurring disruption.

The County, upon reasonable prior notice to the successful proposer shall be permitted access to the premises and associated maintenance records to ensure the site, building and associated systems are being maintained as above.

**2.** Capital Improvements and Expenses

The Albany County Department of General Services shall provide a list of capital improvements, with anticipated cost estimates, via addendum at a later date.

**3.** Compliance with Laws

The ACNH site is located within the jurisdiction of the Town of Colonie. While the County is not subject to local land use laws for County functions and facilities, the Proposer will need to comply with all Town, County, State, and Federal laws and requirements, as necessary.

## SECTION 5: CONTRACT:

5.1 The contract term shall be for a period of five (5) years, at the end of the initial five (5) year 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.

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.

5.3 A draft agreement will be provided at a later date, prepared by the Albany County Attorney and/or his designee for the purposes of this transaction. Proposer may be asked to provide proposed modifications to the draft agreement to reflect the terms and conditions under which the proposer is prepared to consummate the transaction.

**SECTION 6: COST PROPOSAL:**

6.1 Proposers may propose a fixed montly management fee or a percentage (%) of revenue.

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

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

**SECTION 7: PROPOSAL SUBMISSIONS**

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

**SECTION I:**

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

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

**SECTION II:**

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

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

**SECTION III:**

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

**SECTION IV:**

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

**SECTION V:**

Cost Proposal Section - The Cost Proposal Section must include all costs, associated with the proposal. 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").

## 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 Executive's Office. Proposals shall be evaluated based upon the following:

| ***CRITERIA*** | ***WEIGHT*** |
|---|---|
| **Structure/Operating History and Experience**<br>Including, but not limited to, demonstrated experience and/or management of long-term care or other service entity; size, scope and location of other programs; regulatory compliance history. | 20% |
| Proposer's comprehension of the required Scope of Services. | 20% |
| **Resources/Viability**<br>Ability to perform the required scope of services, demonstrated resources, demonstrated employee retention | 20% |
| Professional Qualifications and Evaluation of employees' resumes, and references. | 25% |
| Total proposed cost for Third Party Management Team | 15% |

8.3 Proposals will be examined and evaluated by the Albany County Executive's Office 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 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: This section not in use.**

**SECTION 10: ALTERNATIVES**

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

**SECTION 11: INDEMNIFICATION**

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

**SECTION 12: SPECIFICATION CLARIFICATION**

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

Karen A. Storm
Albany County Purchasing Agent
112 State Street, ***Room 820***
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: Karen.storm@albanycounty.com

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 one hundred eighty (180) 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: This section not in use

## SECTION 15: INSURANCE 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 |

A third party management proposer shall also be required to procure:

(d) **Professional Medical Malpractice Insurance:** A policy or policies with limit of not less than $1,000,000.

(e) **Errors and Omissions Insurance:** A policy or policies with limits not less than $1,000,000.

**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 DISCLSOURE 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: AFFIRMATIVE ACTION REQUIREMENTS**

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

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

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

**SECTION 22: Section not being used.**

**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.

# Albany County Nursing Home
# Clinical Program Paradigm

Historically, the mission of the Albany County Nursing Home has been to accept those residents considered within the industry and medical marketplace as "hard to place." While the Facility has not necessarily had an "open door" policy that readily accepted all applicants for admission, ACNH has nevertheless established a long, proud history of caring for those others have been unwilling to consider.

In designing a clinical program model for continuing nursing home operations, especially in consideration of the construction of a new facility, such programming was envisioned to fulfill a twofold purpose. First, the historical mission of the Facility would, in large part, be preserved. Second, the clinical programming would be designed to afford the chance for a new facility to maximize potential revenues.

As can be seen in the architectural renderings which accompanied the Facility's CON application for a new building, a new, 200 bed Facility would include:

- One 40 unit designated for short-term, rehab patients
- Two 40 bed units designated for "long-term" general medical residents
- One 30 bed secured unit for dementia residents
- One 30 bed secured unit for residents who exhibit behaviors
- One 20 "specialty" unit designed to be multi-purpose with the potential to house patients who require a ventilator, bariatric patients, and those on end-of-life, palliative care programs

The Facility would place a strong emphasis on rehabilitation services, providing state-of-the-art programming for short-term, homebound residents. In addition to a complete in-patient therapy program, the clinical program plan also includes the provision of out-patient therapy services as well as a Wellness Center that would be open to the community for a membership fee. Despite the designation of two 40 bed units for long-term, general medical residents, the therapy program would nonetheless play a major role in the assessment and clinical regimen of these residents as well. In so doing, the Facility would maximize its revenues under the auspices of Medicare Part B and those who pay privately.

At least fifty per cent of the resident population of Albany County Nursing Home has historically had at least one mental health diagnosis. This has been integral in meeting an unmet community need and has also been the primary contributing factor to the Facility's reputation that it accepts those who are "hard to place." The 30 bed secured unit for those with behavioral issues would not only enable the Facility to continue to care for this population, securing the unit would provide the opportunity to consider for admission those whose conditions may be more behaviorally acute in nature. It may even be possible to have this unit designated as a short-term, transitional behavioral unit that would result in additional funding.

The 30 bed dementia unit would also be a secured unit with courtyard access (all units would have courtyard access in a new Facility) for those dementia residents who present either behavioral and/or wandering challenges. While there are a number of facilities that provide dementia care, there are very few that offer secured units for a population of dementia residents. These residents, as well as those categorized as "behavioral," are most often the types of residents who require out-of-state or out-of-the-area placement. Thus, these two 30 bed units facilitate Albany County's ability to meet community need and sustain its historical mission.

The Facility also currently has an in-house dementia program, called the RISE Program. This experimental program begun in March of 2008 has shown extraordinary results in aborting the disease process in those diagnosed with mild or moderate dementia. The clinical program paradigm for a new Facility allows for the continuation of the RISE Program.

The 20 bed, specialty unit is envisioned to provide the Facility with the flexibility to provide care for three (or more) historically difficult categories of patient. The unit would be equipped with piped gases to afford the best possible care provision for those receiving tracheotomy care and also to accommodate those who require a ventilator. This unit would also offer easier accessibility for the bariatric resident as well as accommodations for those on end-of-life, palliative care programs. Rooms in this unit are planned with more square footage which would allow the space needed for the ventilator and bariatric resident, as well as provide room for family members to be at bedside (sleeping accommodations in the room for one visitor) 24/7 for those at end-of-life.

In addition to the aforementioned clinical programs which correlate to the plans for a new Facility, Albany County Nursing Home also has in place new and/or newly revised clinical programming partially exemplified by the following critical areas of care delivery:

- Skin Care
- Falls
- Behavior Management
- Pain Management
- Restorative Nursing
- Incontinence Management
- Palliative Care
- Nutritional Assessment and Nutritional Care
- Hydration
- Weight Loss/Gain
- Infection Control
- Clinical Program Review

Albany County believes it to be critically important to continue care and service to those it is privileged to serve using the above clinical program paradigm as a care model.

# COUNTY OF ALBANY

## PROPOSAL FORM

**PROPOSAL IDENTIFICATION:**

Title: THIRD PARTY MANAGEMENT FIRM TO MANAGE THE ALBANY COUNTY NURSING HOME
Proposal Number: 2012-016

**THIS PROPOSAL IS SUBMITTED TO:**

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

1. The undersigned PROPOSER proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.

2. PROPOSER accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. PROPOSER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'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 acknowledged) 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 bidding; 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 Proposer (Attachment "B")

(c) Vendor Responsibility Questionnaire (Attachment "C")

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

## PROPOSAL FORM

**PROPOSAL IDENTIFICATION:**

Title: THIRD PARTY MANAGEMENT FIRM TO MANAGE THE ALBANY COUNTY NURSING HOME

Proposal Number: 2012-016

**COMPANY:** _____

**ADDRESS:** _____

**CITY, STATE, ZIP:** _____

**TEL. NO.:** _____

**FAX NO.:** _____

**FEDERAL TAX ID NO.:** _____

**REPRESENTATIVE:** _____

**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:<br>☐ PRIME CONTRACTOR | | |
| 2. VENDOR'S LEGAL BUSINESS NAME | 3. IDENTIFICATION NUMBERS<br>a) FEIN #<br>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<br>Name<br>Title<br>Telephone Number<br>Fax Number<br>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?<br>*List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service* | ☐ Yes ☐ No |
| | b) An officer of any political party organization in Albany County, whether paid or unpaid?<br>***List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.*** | ☐ Yes ☐ No |

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:

1. federal, state or local health laws, rules or regulations. ☐ Yes ☐ No

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] :<br>a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;<br>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. | ☐ Yes ☐ No |

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.

# 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

# NOTICE OF JOB VACANCIES

1. The Contractor recognizes the continuing commitment on the part of Albany County to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the County's need to know when jobs become available in the community.

2. The Contractor is encouraged to notify the County when the Contractor has or is about to have a job opening for a full time position within Albany County or any contiguous County. The County requests that notice be given as soon as practicable after the Contractor has knowledge that a job opening will occur. The notice should contain information that will facilitate the identification and referral of appropriate candidates. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per week, location and qualifications (education and experience).

3. Please provide notice of job vacancies in writing to:

   **Albany County Job Alert Line**
   Albany County Department of Social Services
   162 Washington Avenue
   Albany, NY 12210

   Fax: (518) 447-7613
   Telephone: (518) 447-7678

4. The Contractor recognizes that this is an opportunity to make a good faith effort to work with Albany County for the benefit of the community. Nothing contained in this provision however, shall be interpreted as an obligation on the part of the Contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice.

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

## STATEMENT OF POLICY

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

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

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

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

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

## ADMINISTRATION

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

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

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

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

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

- **CONTRACTOR'S RESPONSIBILITIES**

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

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

- **DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE**

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

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

- **COMPLIANCE**

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

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

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

- **MBE/WBE RESPONSIBILITIES**

Each Minority Business Enterprise/Woman Business Enterprise shall:

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

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

**SANCTIONS**

SC-19.5.1

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

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

**STANDARDS**

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

A **Woman Business Enterprise (WBE**) shall be any business enterprise which is at least fifty-one percent (51%) owned or in the case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a woman (women), and such ownership interest is real, substantial and continuing. The woman ownership must have and exercise the authority to independently control the business decisions of the entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

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

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

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

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

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

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

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

1. Was a completed, acceptable utilization plan submitted in accordance with applicable requirements to meet goals for participation of certified minority and women-owned business enterprises established in the same contract?

2. Were advertisements placed in appropriate trade, general circulation and minority and women-oriented publications in a timely fashion?

3. Were written solicitations made in a timely fashion of certified minority and women-owned business enterprises listed in the directory of certified business?

4. Were timely responses to any such advertisements and solicitations provided by certified minority and women-owned business enterprises?

5. Did the contractor attend pre-bid, pre-award, or other meetings, if any, scheduled by the agency awarding the contract, with certified minority or women-owned business enterprises which the State or County agency determined were capable of performing the contract scope of work, for purposes of complying with goal requirements?

6. What efforts were undertaken by the contractor to reasonably structure the contract scope of work for purposes of subcontracting with certified minority and women-owned business enterprises?

7. How many minority and women-owned business enterprises in the directories of certified businesses could perform work required by the contract scope of work in your region?

8. What actions were taken to contact and assess the financial ability of certified minority and women-owned businesses enterprises to participation on the contract, and which enterprises are located outside of the region in which the contract scope of work was or will be performed?

9. Were relevant plans, specification or terms and conditions of the contract, necessary to prepare an informed response to a contractor solicitation, provided in a timely fashion to certified minority or women-owned business enterprises?

10. What subcontract terms and conditions were offered to certified minority and women-owned business enterprises, and how do those subcontract terms and conditions compare to those offered in the ordinary course of the contractor's business and to other subcontractors of the contractor?

11. Has the contractor made payments for work performed by certified minority and women-owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority or women-owned business enterprises?

12. Has the contractor offered to make up any inability to comply with the minority and women-owned business enterprise goals established in a contract, in other contracts being performed or to be awarded to the contractor?

# County of Albany
# Department of Affirmative Action
# Compliance Forms

**FORM A**

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

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

Contractor: _____ Address: _____ City/State/Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date: _____

Contract Description: _____

Bidder is an approved __ MBE __ WBE If yes, specify agency: _____

---

## Joint Venture

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

__No MBE/WBE joint ventures with Bidder on this Contract. __ Bidder is joint venturing with the following firm(s) (attach a copy of joint venture agreements to this form)

Name: _____ Address: _____ City/State/Zip: _____

Telephone: _____ Federal ID No: _____

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

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

---

**Sub-contractor Performance**

MBE Goal: 7% x Total Bid Amount = $_____

WBE Goal: 5% x Total Bid Amount = $_____

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

| **Sub-contractor Name, Address, Phone** | **Amount of Sub-contract & Award Date** | **Description of Work (Trade)** | **Start Date _____ Completion Date** | **Contracted Payment Schedule** |
|---|---|---|---|---|
| ☐ MBE ☐ WBE | | | | |
| | | | | |
| ☐ MBE ☐ WBE | | | | |
| | | | | |
| ☐ MBE ☐ WBE | | | | |
| | | | | |
| ☐ MBE ☐ WBE | | | | |
| | | | | |
| ☐ MBE ☐ WBE | | | | |
| | | | | |

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

Signature: _____ Date:_____

**SUBMIT MONTHLY**

**FORM C**

# County of Albany
# Monthly Utilization Report

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

Contractor: _____ Address: _____ City/State/Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date: _____

**Reporting Period: _____ Month _____ Year**

| Trade | Number of Hours Worked by Minorities | Number of Hours Worked by Women | Number of Hours Worked by Non-Minorities | Total Hours Worked |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| **Total(s)** | | | | |

**Information provided by (please print):_____ Date: _____**

(See over for instructions)

## M/W/DBE Payments

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

## INSTRUCTIONS

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

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

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

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

**FORM B**

## Waiver Request for Subcontracting and/or Labor Performance

If your firm has determined that it is not feasible to meet the subcontracting and/or labor performance goals specified in the contract, complete and return this firm within fifteen days of the Intent to Award. The request must identify reasons why the firm cannot reach the labor and subcontractor goals applicable. The Division of Affirmative Action will evaluate each waiver individually. Please be advised that submission of this request does not guarantee waiver of the requirements. Attach additional sheets if necessary.

Contractor: _____ Address: _____ City/State/Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Contract Type/Number: _____ Project Cost: _____

**( ) Request Waiver of Minority/Woman Labor Participation Goal. Please explain:**

_____

_____

Actions taken to include minority/women labor _____

_____

_____

**( ) Request Waiver of Minority Subcontractor Participation Goal. Please explain:**

_____

_____

Actions taken to include MBE and/or WBE Subcontractor(s) _____

_____

_____

_____ _____ _____

Name (please print) Signature Title