

COUNTY OF ALBANY

REQUEST FOR PROPOSALS ALBANY COUNTY EXECUTIVE'S OFFICE



RFP #2012-045

**RIGHT TO OPERATE AND/OR LEASE
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: Right to Operate and/or Lease 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 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 #2012-045

Right to Operate And/Or Lease the Albany County Nursing Home

The Albany County Department of General Services, Purchasing Division, is interested in the reasons why proposers fail to submit 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.
- 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 proposal.
- Other reasons; please state and define: _____

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

**NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2012-045**

Sealed Proposals for **the Right to Operate and/or Lease the Albany County Nursing Home** as requested by the Albany County Executive's Office 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, June 1, 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 April 19, 2012.

A pre-proposal conference will be held on Thursday, May 3, 2012 at 10:00 AM, at the Albany County Office Building, 112 State Street, 2nd Floor CEO Conference Room, Albany, NY. This is the only scheduled conference. Interested proposers are strongly urged to attend.

Karen A. Storm
Purchasing Agent

Dated: April 16, 2012
Albany, New York

PUBLISH ONE DAY – April 19, 2012 -- THE EVANGELIST
PUBLISH ONE DAY – April 19, 2012 -- THE TIMES UNION

**COUNTY OF ALBANY
REQUEST FOR PROPOSALS**

**RIGHT TO OPERATE AND/OR LEASE
THE ALBANY COUNTY NURSING HOME**

ALBANY COUNTY EXECUTIVE'S OFFICE

RFP #2012-045

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 willing to consider all proposals, which could include (but is not limited to) collaborations/partnerships, lease of space, and the purchase of the Albany County Nursing Home (ACNH) right to operate and related/other assets, with the exception of the land on which the ACNH is located.
- 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 ALBANY COUNTY IS INTERESTED IN EXPLORING A BROAD RANGE OF POSSIBILITIES FOR ADDRESSING THE FUTURE OF ITS NURSING HOME. ALL INITIATIVES, with the exception of the purchase of the land on which the ACNH is located, ARE ENCOURAGED AND ARE TO BE OFFERED AS PART OF THIS PROPOSAL.
- 1.4. A PRE-PROPOSAL CONFERENCE WILL BE HELD ON THURSDAY, MAY 3, 2012, AT 10:00 AM, AT THE ALBANY COUNTY OFFICE BUILDING, 112 STATE STREET, 2ND FLOOR CEO CONFERENCE ROOM, ALBANY, NY. This will be the only scheduled conference. Proposers interested in submitting Proposals are strongly urged to attend.

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 "E" of this RFP). Vendors may request copies of the CD from Albany County Purchasing Division via email to:

Karen Storm, Purchasing Agent
kstorm@albanycounty.com

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

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, June 1, 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 20 and RFP 21.

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.

4.2 PURCHASE OF RIGHT TO OPERATE AND/OR LEASE THE NUSRING HOME

A. BACKGROUND INFORMATION:

The transaction contemplated by the County will be structured as a 1) sale of the right to operate the ACNH, which shall include the sale of certain ACNH inventory and/or 2) the lease of the ACNH premises. For the purposes of this RFP, the ACNH premises are defined as the physical ACNH facility, including all capital improvements as well as the parking areas directly adjacent to the physical ACNH.

All terms of the final transaction (both the sale of the right to operate and/or the lease of the ACNH premises and other properties) shall be subject to negotiation. The final transaction shall also be subject to obtaining all of the necessary State and local approvals, in whatever form, including, but not limited to, approval from the Albany County Legislature. The transaction shall include:

1. Purchase of the ACNH right to operate a 250 bed skilled nursing home facility.

and/or

2. Lease of ACNH premises for a stipulated term with an option to renew.

a. **ACNH Premises - Location**

See 4.1 DESCRIPTION OF NURSING HOME AND CLINICAL PARADIGM page RFP3.

b. **Minimum Lease Requirements**

The County envisions a minimum lease term of five (5) to eight (8) years. The specific terms of the lease agreement for the ACNH premises, including, but not limited to, annual lease payment increases, and provisions for financial guarantees, will be subject to negotiation. However, such lease agreement shall include, at a minimum, provisions regarding the following:

1) **Maintenance and Inspection**

The Lessee 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, under lease 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) **Building Assessment**

The following attachments are provided with this RFP for informational purposes:

- Attachment “F”: Facilities Assessment Summary
- Attachment “G”: HVAC Equipment Condition Survey

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 Lessee will need to comply with all Town, County, State, and Federal laws and requirements, as necessary.

4) **Indemnification**

The Lessee must agree that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees,

arising out of the acts or omissions or the negligence of the Lessee in connection with the sale of the ACNH right to operate and/or the lease and use of the ACNH premises. The Lessee shall defend the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the County's option, pay reasonable attorneys' fees for defense of any such suit arising out of the acts or omissions or negligence of the Lessee, its officers, officials, employees, subcontractors or agents, if any, in connection with the sale of the ACNH license and/or the lease and use of the ACNH premises.

B. PROPOSAL REQUIREMENTS FOR PURCHASE OF THE RIGHT TO OPERATE AND OR LEASE THE ACNH

1. Price(s), Term(s) and Conditions

The purchase offer for the ACNH right to operate and/or the lease must set forth the total purchase price for the operations that proposer is prepared to deliver to the County at closing, and the proposed dollar lease amount that proposer is willing to pay to the County. Annual increases to the dollar lease amount may be subject to negotiation. The County will not entertain bids that involve promissory notes, installment payments or any other form of County financing. The bid must state the nature and timing of any contemplated adjustments.

2. Financial Viability

- a. Proposal must provide a list of all contracts with Albany County within the last five years (regardless of type of service), the time period for those services and the name of the proposer's primary County contact.
- b. The proposal must provide all documentation necessary for the County to independently determine the proposer's financial ability to purchase the ACNH right to operate and to comply with all payments necessary pursuant to the negotiated lease.
- c. Proposers may be required to submit additional financial information as requested by the County within two (2) weeks after the request.

3. Financing

The Proposer must be able to demonstrate to the County that they possess the ability to secure the Certificate of Need. The initial proposal should include as much detail as possible with respect to any financing plan, preferably with a preliminary commitment letter from any third party financing source.

4. Buyer Closing Contingencies

- a. In addition to acquiring the ACNH Right to operate and/or lease of the ACNH premises, a successful proposer must agree that it will use its best efforts to secure all necessary approvals to operate ACNH as soon as possible after the execution of the Asset Purchase Agreement, and to assume and perform in good faith all obligations to the residents of the ACNH (as prescribed by their agreements with the County and applicable law) upon the closing of the transaction. The County would prefer to complete this transaction in an expeditious manner.
- b. The County shall retain all existing ACNH liabilities.

5. Taxes and Fees

The proposal must expressly provide that the proposer will agree to be responsible for paying all applicable taxes associated with the asset purchase transaction and/or the lease, including, but not limited to, any taxes associated with use of the property on which the ACNH premises is located.

6. Residents

The County is committed to continuing services to the current resident population. All proposals shall include a brief discussion of the plans for the residents.

7. Employees

The Albany County Nursing Home is currently a party to three 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

The successful proposer shall recognize 1199 SEIU and NYSUT Professional Staff Association and bargain collectively in furtherance of new collective bargaining agreements between the parties. This provision shall not be interpreted to waive any requirements for certification by the appropriate board or rights of employees to exercise their full freedom of association, self-organization and designation of representatives of their own choosing for the purposes of collective bargaining.

8. Additional Information

Proposer of the purchase of right to operate and/or lease ACNH proposal shall also contain the information described in Section 4.3, below.

4.3 REQUIREMENTS FOR PURCHASE RIGHT TO OPERATE AND/OR LEASE OF ACNH PREMISES)

All proposals must contain and/or is 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.

Initial proposals should include all such other terms and conditions which are material to the proposer's offer to purchase the ACNH operational license and/or the ACNH premises lease agreement.

SECTION 5: CONTRACT:

- 5.1 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.
- 5.2 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: REVENUE PROPOSAL:

6.1 PURCHASE OF RIGHT TO OPERATE AND/OR LEASE OF ACNH

- a. Proposers shall state revenue proposal for the right to operate the ACNH.
- b. Proposers shall state the monthly lease payment for the term of the lease.

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/Revenue Proposal Section - The Cost/Revenue Proposal Section must include all costs, or revenue, 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"), Vendor Responsibility Questionnaire (Attachment "C") and Iranian Energy Divestment Certification (Attachment "D").

SECTION 8: PROPOSAL EVALUATION

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

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

PURCHASE OF RIGHT TO OPERATE AND/OR LEASE

CRITERIA – OPTION 2	WEIGHT
<p>Structure/Operating History and Experience 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.</p>	30%
<p>Proposer Character and Competence, Regulatory, and Acquisition History Including, but not limited to, demonstrated track record in the successful acquisition and financing of health care facilities and/or other major projects involving, among other things; character and competence documentation indicative of likelihood of achieving favorable determination from New York State Public Health Council; ability to provide continuity of care to current resident population; expressed ability to provide appropriate transition for those employees retained.</p>	25%
<p>Financial Resources/Viability Including, but not limited to, demonstrated resources and ability to meet acquisition, equity and working capital requirements associated with acquisition of assets and operation; demonstrated ability in obtaining necessary financing.</p>	25%
<p>Employee Transition Plan</p>	5%
<p>Revenue Offer of purchase to operate and/or lease, or other alternative</p>	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

- (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.

15.2 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) Contractor shall maintain in force throughout the term of this Lease, or any extension or renewal thereof, from an insurance company authorized to do business in the State of New York, a combined single limit (bodily injury and property damage on an occurrence basis) liability insurance policy with limits no less than One Million Dollars (\$1,000,000) plus excess umbrella coverage of Two Million Dollars (\$2,000,000), and a policy of fire and extended coverage, vandalism and malicious mischief, hazard insurance having an amount of insurance equal to the full replacement values of the building including the contents, in which the premises are located. The Contractor's insurance policies shall name the County of Albany as an additional insured on a primary and on-contributory basis.

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

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

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

SECTION 16: REMEDY FOR BREACH

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

SECTION 17: CASH DISCOUNT

17.1 Cash discounts may be offered by a Proposer for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low Proposer.

17.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 18: FREEDOM OF INFORMATION LAW

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

SECTION 19: MACBRIDE PRINCIPLES

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

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

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

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

SECTION 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.

SECTION 24: NON APPROPRIATIONS CLAUSE

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

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

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

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

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

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

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

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

25.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the

Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

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 percent 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: RIGHT TO OPERATE AND/OR LEASE THE
ALBANY COUNTY NURSING HOME

RFP 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;

BF1

(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")

(d) Iranian Energy Divestment Certification (Attachment "D")

7. Communication concerning this Proposal shall be addressed to:

Phone: _____

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

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: RIGHT TO OPERATE AND/OR LEASE THE
ALBANY COUNTY NURSING HOME
RFP Number: 2012-016

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

SIGNATURE AND TITLE _____

DATE _____

County of Albany

Request for Proposals #2012-045

Third Party Management of the Albany County Nursing Home

Attachments "A" – "D"

Mandatory Documentation Forms

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

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

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

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

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

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

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

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

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) **SS.:**

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

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) **SS.:**

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

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) **SS.:**

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

Notary Public, State of _____
Qualified in _____
Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

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

16.	<p>WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p>	
a)	<ol style="list-style-type: none"> 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 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. 	<input type="checkbox"/> Yes <input type="checkbox"/> No
b)	<p>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?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
c)	<p>been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <ol style="list-style-type: none"> 1. federal, state or local health laws, rules or regulations. 	<input type="checkbox"/> Yes <input type="checkbox"/> No
17.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <ol style="list-style-type: none"> a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i> 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OR THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
20.	<p>IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹: Yes No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

Sworn before me this ____ day of _____, 20__;

Notary Public

Printed Name

Signature

Date

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

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

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
Request for Proposals #2012-045
Third Party Management of the Albany County Nursing Home

Attachment "E"

Note to Proposers:

Attachment "E" is available only on CD and may be obtained at no cost from the Albany County Purchasing Division. Please contact Lori Catucci at (518) 447-7141 or lori.catucci@albanycounty.com to request a copy.

County of Albany

Request for Proposals #2012-045

Third Party Management of the Albany County Nursing Home

Attachment "F"

Facilities Assessment Summary

**Albany County Nursing Home
Summary Facilities Assessment
April 2012**

SITE / SITE IMPROVEMENTS: No major issues reported/observed.

Pavements: Minor repairs/patching required.

Sidewalks: Minor repairs/patching required.

Improvements (Site Lighting, fencing, etc): Minor repairs required.

BUILDING ENVELOPE:

Roof: Existing roof system is out of warranty, and overlay or replacement is indicated (note: approx. 100,000 SF of roof area.)

Facade: Repairs required in selected areas.

Doors: Minor repairs required (thresholds/weatherstrip, etc)

Windows: Replacement of multiple window units at Nursing Unit corridors indicated due to failed thermal seals.

MECHANICAL / ELECTRICAL / PLUMBING / HVAC:

Steam Heat Plant

Heat exchangers: Primary unit has failed, replacement required.

Steam Traps: Traps should be checked and cleaned/repaired/replaced as needed.

Central Supply Units/HVAC: Provide HVAC to assembly and interior areas, minor ongoing repairs pending, completion of deferred maintenance required.

Additional HVAC Notes: Refer to detailed HVAC Report, February 2012 (ATTACHMENT "A")

Kitchen Exhaust Fan: Vibrating unit pending replacement.

Individual Room "Thru Wall" HVAC Units: Completion of deferred maintenance required, in addition, many units require repair or replacement of components. (note: approx. 180 unit inventory)

Domestic Hot Water Supply: Request for Bids for new gas fired direct Hot Water Tank pending.

Electrical: No major issues reported/observed.

Lighting: No major issues reported/observed.

Elevators: Provide communication/intercom system. Installation of electrical power “shunts” pending.

Freezers/Coolers: Completion of deferred maintenance required.

Kitchen: Ongoing routine repairs/maintenance. No major issues reported/observed.

Plumbing/Water: Installation/replacement of shut off/isolation valves indicated.

Plumbing/Waste Water: No major issues reported/observed.

Fire Sprinkler System: Upgrades to existing system are scheduled to be completed by June 2013.

COMMUNICATIONS / ALARM SYSTEMS:

Nurse Call System: Replacement of patient call units indicated. (note: approx. 400 wall units)

Fire / Security Alarm: Replacement of “Master Panel” indicated due to reliability issues.

INTERIOR FINISHES / SYSTEMS:

Floors: Repair floors/replace tiles at selected locations.

Wall systems / Partitions: Ongoing maintenance and repairs only required.

Ceilings: Ongoing repairs/replacement, primarily associated with roof related water damage.

Finishes/Surfaces: No major issues reported/observed, ongoing maintenance and repairs.

Smoke Barrier Walls: Repairs currently underway, scheduled to be completed by September 2012.

Note: Refer to detailed Report of Code Deficiencies, February 2012, (ATTACHMENT “B”)

LAUNDRY FACILITY:

Laundry Dryers: Replacement of existing dryer units proposed. (note: 4 units)

County of Albany

Request for Proposals #2012-045

Third Party Management of the Albany County Nursing Home

Attachment "G"

HVAC Equipment Condition Survey