



Edwin J. Day, County Executive

**TITLE: Marketing, Public Relations and Creative Design QSL**

**RFP NUMBER:**  
RFP-RC-2020-034

Department of General Services Purchasing Division

# Request for Proposal

**BID DISTRIBUTION - Important Notice** - The County of Rockland officially distributes bidding documents from the Purchasing Division Office or through the Empire State Purchasing Group Bid Notification System. Copies of bidding documents obtained from any other source are not considered official copies. Only those vendors who obtain bidding documents from either the Purchasing Division Office or the Empire State Purchasing Group Bid Notification System are guaranteed to receive addendum information, if such information is issued.

**Closing date for the Request for Proposal is 3:00 pm, local time, on October 8, 2020.**

## QUESTIONS

All inquiries related to this Request for Proposal are to be in writing to the attention of:

Paul J. Brennan, FNIGP, CPPO  
Director of Purchasing  
Department of General Services – Purchasing Division  
50 Sanatorium Road, Building A, 6th floor  
Pomona, NY 10970  
[purchasing@co.rockland.ny.us](mailto:purchasing@co.rockland.ny.us)  
Telephone: 845-364-3820  
Telefax: 845-364-3809

Deadline for submission of questions is October 1, 2020. Answers will be given via addenda issued in response to the questions received

The County encourages submission of Proposals by certified Minority- and/or Women-Owned Business Enterprises (MWBE) and/or Disadvantaged Business Enterprises (DBE).

The County of Rockland is committed to full compliance with the Americans with Disabilities Act. To that end, the County is committed to creating an accessible environment for all. To request accommodations that you may require, please call (845) 364-3820. Please request these accommodations four (4) business days in advance so that we can seek to meet your needs.



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### **PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

The purpose of this request for proposal is to implement Media and Public Relations Program Management Services. The County of Rockland is seeking proposals that offer flexible solutions and alternatives in handling various countywide media and public relation campaigns on an as needed basis. The County of Rockland may require the design of an advertising and media campaign to include planning, design, and placement of advertising in recommended venues and the design of various brochures and services.

Rockland County will select providers to be placed on a Qualified Suppliers list for authorized agencies to select from on an as needed basis. The County will develop a Qualified Suppliers List and formal contracts shall be executed, based upon proposals received. Selection to the Qualified Suppliers List does not guarantee in any way a commitment by the County to use the supplier's services. Using agencies will review the lists of services, rates, terms, and conditions provided upon formation of the Qualified Suppliers List. When necessary, agencies requiring service will contact the contractor and through discussion, further define their needs, services available, and applicable costs. The County agency shall issue a formal contract or an authorized purchase order for work to be performed.

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

### **BACKGROUND**

The requirements as specified in this solicitation were previously released in 2015 under RFP-RC-2015-026, with an expiration date of November 8, 2020. The Mission of the Rockland County Marketing initiative is to promote the services provided by the various agencies of Rockland County. The overall goals of the various County agencies in their Public Relations and Marketing campaigns shall:

1. Provide necessary and useful information to customers and potential customer to enable easier use and understanding of County services.
2. Develop and implement programs and initiatives that will encourage and increase the use of County services, especially those that are underutilized.
3. Promote a positive image of the agency and its services.
4. Promote the benefits of the programs to users and non-users of services.
5. Analyze and document successes as they relate to the intended goals.

### **ISSUING OFFICE AND RFP REFERENCE NUMBER**

The County of Rockland's Department of General Services – Purchasing Division is the issuing office for this document and all subsequent addenda relating to it, on behalf of various Rockland County agencies. The reference number for the transaction is Solicitation # RFP-RC-2020-034. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

### **SUBMITTING YOUR PROPOSAL**

**NOTICE:** By submitting a proposal in response to this RFP, offeror is acknowledging that the requirements, scope of work, and the evaluation process, outlined in the RFP are fair, equitable, not unduly restrictive, understood and



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agreed to. Any exceptions to the content of the RFP must be protested to the Director of Purchasing prior to the closing date and time for submission of the proposal.

Proposals must be received by the posted due date and time. Proposals received after the deadline will be late and ineligible for consideration.

Proposals shall be submitted electronically through the County's Bonfire Request for Proposal Portal. Please refer to the instructions titled: Proposal Submittal Procedures for instructions on submitting your proposal electronically.

When submitting (uploading) a proposal electronically through the County's Bonfire Portal, please allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time listed in the RFP. If you are in the middle of uploading your proposal at the closing time, the system will stop the process and your proposal will not be received by the system.

### **LENGTH OF CONTRACT**

The Contract resulting from this RFP will be for a period of one (1) year with four (4) one (1) year options to renew.

The County of Rockland reserves the right to review contract(s) on a regular basis regarding performance and cost analysis and may negotiate price and service elements during the term of the contract.

### **CONTRACT TERM – RENEWAL**

In addition to any stated renewal periods in the Contract, any contract or unit portion thereof let by the Director of Purchasing may be extended by the Director of Purchasing for an additional period(s) of up to one year (cumulatively) with the written concurrence of the Contractor.

### **PRICE GUARANTEE PERIOD**

The proposed price and/or hourly rates shall remain firm through the first contract period with no adjustments allowed. If the County exercises any of the option years of the contract, the Offeror may submit a request for adjustment on the yearly anniversary date of the contract. Any request for price adjustment(s) shall be submitted thirty (30) days in advance of the anniversary date; in writing to the Director of Purchasing. Any and all price adjustments will be limited to the percentage increase in applicable CPI Index for the preceding 12 months. The County reserves the right to reject any request for price increase deemed excessive.

### **OPEN ENROLLMENT**

This Qualified Suppliers List RFP is an open enrollment contract. After the initial deadline date of this RFP, the Division of Purchasing reserves the right to solicit and add additional positions, services and/or contractors to meet any unmet needs, as deemed by the County Executive's Office and/or the Division of Purchasing, but not limited to:

- If/when all attempts to utilize awarded contractor(s) have been unsuccessful.
- If/when changing needs warrant a new specialization to be added.

Contractors will not be permitted to submit random proposals at their own discretion at any time to the Purchasing Division. The Division of Purchasing will only add qualified Contractors after a thorough proposal review to cover any unmet need(s), as identified by the Departments as indicated above.



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### **STANDARD CONTRACT TERMS AND CONDITIONS**

Any contract resulting from this RFP will include the County's Standard Terms and Conditions for Professional Service Contracts included in the RFP. Exceptions and or additions to the County's Standard Terms and Conditions are strongly discouraged.

Exceptions to the RFP Terms and Conditions, and/or the Standard Terms and Conditions for Professional Service Contracts must be submitted with the proposal response. Exceptions, additions, service level agreements, etc. submitted after the date and time for receipt of proposals will not be considered.

The County retains the right to refuse to negotiate on exceptions should the exceptions be excessive and not in the best interest of the County.

If negotiations are required, contractor must provide all documents in Microsoft WORD format for redline editing. Offeror must provide the name, contact information, and access of the person(s) that will be directly involved in legal negotiations.

### **PROTEST PROCEDURES**

Protests Prior to RFP Opening: Protests regarding any aspect of the RFP document, attached materials and COUNTY award procedures must be submitted in writing prior to the RFP opening date and time (via e-mail, mail, or FAX) to:

Hon. Edwin J. Day  
County Executive  
11 New Hempstead Road  
New City, NY 10956

The County Executive or his designee will respond to these protests within ten (10) business days.

Protests After Bid Opening/Notice of Intent to Award: Protests regarding the COUNTY's proposed selection of a Offeror after RFP opening and notice of intent to award announcement must be submitted in writing (via mail, FAX) to the Hon. Edwin J. Day, County Executive, 11 New Hempstead Road, New City, NY, 10956 (FAX: 845-638-5856). The protest shall be submitted within three calendar days after such aggrieved person knows or should have known of the facts giving rise thereto. The County Executive or his designee will respond to these protests within ten (10) business days.

### **DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)**

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the County. However, the County may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offerors expense. The County is not required to provide the opportunity for oral presentations to all offerors that submitted a proposal.

### **CONFIDENTIAL / TRADE SECRET INFORMATION**

Offerors should be aware that pertinent facts relating to their proposals, excluding trade secrets or proprietary information, could potentially be released as soon as sixty (60) days after the selection of the successful supplier.



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The County of Rockland is subject to New York State's Freedom of Information law (FOIL). Should your submission, to this RFP, contain "trade secrets", or other information that the disclosure of which could reasonably be expected to be harmful to business interests, you must insure that such information is clearly identified and marked as such. Identification must be specific by item or paragraph.

Marked information will be treated as Confidential Third Party Information. Should marked information be the subject of a request under FOIL, you may be requested either to consent to the request, or make representation explaining why the information should not be disclosed.

Unpublished information pertaining to the County or its customers obtained by the proposer as a result of participation in this project is confidential and must not be disclosed without written authorization from the County.

### HOW TO USE THE QUALIFIED SUPPLIERS LIST

Formal contracts are signed with suppliers that detail the services offered providing guaranteed not-to-exceed hourly rates by specialty. When a County Department needs project specific services of a firm on a Qualified Supplier List, they follow the following procedures:

### CONTRACTING PROCESS

- *Projects valued up to \$35,000.00 may be assigned directly by the user department with a firm on the Qualified Suppliers List by issuing a purchase requisition and meeting the requirements as follows:*
  - "Buy direct" from any supplier on the Qualified Supplier List.
  - Document the reasonableness of price and that the proposal satisfies the procurement requirements.
  - Provide the Purchasing Division with complete backup concerning the suppliers contacted, bids/quotes received, and vendor selection.
  - Enter a Purchase Requisition in Peoplesoft eProcurement and attach the complete scope of work for this project. The Purchasing Division will not issue a Purchase Order until all required documentation that justifies the request is received.
  - Proceed to work with supplier only after the department has received an official purchase order for the work specified.
  - ***A purchase order issued to a firm on the Qualified Suppliers list, with an original value of under \$35,000, will not be permitted to exceed the \$35,000 limit. If it is anticipated or should reasonably be known that the contract may need to be modified and exceed the \$35,000 competitive quotes as noted below shall be obtained.***
  
- *Projects valued at \$35,000.00 up to \$100,000*
  - The user department shall solicit written quotes referencing the original RFP # from a **Minimum of Three** suppliers under the applicable Qualified Supplier List.
  - Document the supplier selection process and detail the reasons for vendor selection.
  - Document the reasonableness of price compared to all quotes received.



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- Document that the proposed statement of work satisfies the procurement requirements.
  - Provide the Purchasing Division with complete backup concerning the suppliers contacted, quotes received, scoring of the offers and vendor selection.
  - Upon review and approval by the Purchasing Department, the Agency shall enter into a contract by submitting a DCE-100 contract request. A contract awarded based on quotes received from the user department with an original contract value of \$35,000-\$100,000, will not be permitted to exceed \$100,000. Upon contract finalization, the Department shall enter a purchase requisition to encumber the funds by the issuance of a formal Purchase Order.
  - Agency may proceed to work with supplier only after the department has received a final executed contract for the work specified and the issuance of a formal Purchase Order.
- *Projects valued in excess of \$100,000.00*
    - The user department shall submit to the Purchasing Department a detailed scope of work for the services needed. The Purchasing Department shall invite all firms (qualified to perform the scope of services) that appear on the Qualified Suppliers List to submit a quotation and proposal.
      - The County will enter into a separate contract for each project by submitting a DCE-100 contract request. Change orders to the original contract amounts will be limited based on the original value of the contract. A contract awarded based on quotes received by the Purchasing Division, with an original contract value of \$100,000 to \$250,000 will not be permitted to exceed \$250,000 and will require Legislative approval. Upon Legislative approval and contract finalization, the Department shall enter a purchase requisition to encumber the funds by the issuance of a formal Purchase Order.
- Projects valued in excess of \$250,000
    - For projects in excess of \$250,000, a project specific RFP shall be issued.

The County reserves the right to issue RFP's or quotes for any work if it feels it is in the best interest of the County of Rockland to do so.



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### **STATEMENT OF OBJECTIVES**

Proposers will be responsible for developing flexible and alternative solutions to enhance a wide variety of Public Relations and Marketing campaigns on an as needed basis for specialized programs which will include plans on how to best reach a variety of target audiences and/or geographic locations with creative solutions that achieve the intended goals for each program requested. Website Development, Design Implementation, Maintenance, Hosting are **not included** in this request for proposal. Projects are generally funded through various grants available to Rockland County and may be limited in available funding and adhere to specific time frames.

The scope of services being sought requires the successful proposer to be responsible for the development, preparation, placement of advertising and management of flexible solutions for various media and public relations campaigns. Services required with input from the using agency, will include but not be limited to, providing consulting and/or management for multi-media public relations and marketing campaigns, that include, but not limited to:

- Development of multi-media campaigns: planning, identify goals, establish key statements, determine tactics and timeliness, communications planning, public relations planning, summarization of assessments and management of the same.
- Market analysis-showing demonstrated understanding of project related marketing issues.
- Multi-media advertisement placement and/or outreach through various media avenues (television, radio, billboards, posters, outdoor and bus signage, press releases, copy writing, photography and design of brochures / flyers, other promotional materials, etc). This will include multi-cultural media avenues and will include translating brochures and other print media in required number of languages. The County of Rockland has several contracts in place for language translation. The awarded vendor shall contact the Purchasing Department prior to performing any translations being requested. It will be determined at time of request whether to proceed with awarded vendor or another county contract. The County also has a contract to supply and install vinyl signs on County owned buses, if needed.
- Multi-phase, countywide campaigns including the writing, designing, illustrating of marketing material and advertisement, ordering space, time or other advertising means and endeavors while securing the most advantageous rates available.
- Detailed media placement reports.
- Incorporation of appropriate logos, tag lines, etc. into all campaign materials. The County of Rockland **has** many logos and campaign materials which have already been developed which will need to be incorporated into future campaigns.
- Countywide media coverage.
- Effectiveness measures / outcome studies
- Work under short timeframes
- Provide credentials as requested and/or required for each request based upon scope / need
- Specific strategies for reaching target populations (cultural inclusiveness).
- Specific strategies that demonstrate an understanding of the standard marketing models.
- Target messages to various segments of society.



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- Justifications for all marketing and media strategies recommended per campaign.
- Management of funds / budget.
- Demonstrated ability to work with significant time constraints.
- Sufficient resources to conduct services
- Reporting - Summary reporting, effectiveness reporting, recommendations, results reporting, analysis and survey reporting, etc.
- The successful proposer will be responsible for, but not limited to:
  - Theme development
  - Marketing direction
  - Creative concepts
  - Copyrighting
  - Design
  - Art direction
  - Photography
  - Illustration
  - Digital production
  - Provide camera ready artwork in a universal, user friendly format
  - Develop and supply print specifications so that proper quotes and bids can be solicited by the Rockland County Purchasing Department. The County of Rockland will award and place orders directly with the selected print vendor.
  - Develop and supply promotional product specifications so that proper quotes and bids can be solicited by the Purchasing Department. The County maintains several promotional product contracts. It is recommended that the awarded vendor should review and become familiar with these lists. When the need for promotional items is required these lists should be consulted with the requesting division. If an item on County contract cannot meet the needs of the requesting division an individual County quote or bid will be solicited. The County of Rockland will award and place orders directly with the selected promotional vendor.
  - In addition to creative design, the successful proposer will be required to develop recommendations on photos, color, paper stock, fonts, and binding.
  - Conduct / Provide analysis and reports of successfully attaining the intended goals, and if not identify and make recommendation of findings.





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Special Instructions:

- All copies, pictures and layout must be approved, in advance, by using agency.
- Proposer will provide the County of Rockland with copies of all negatives and artwork.
- **All documents, records, programs, data, film, tape, articles, memoranda including any and all cuts, negatives, positives, artwork, plates, engravings, disc, photos, boards, copies and other materials shall be considered “work for hire” and the proposer transfers any ownership claim to the County of Rockland and all such materials will become and will remain the property of the County of Rockland and shall be delivered to the County upon request.**
- Use of these materials, other than related to contract performance by the proposer, without the prior written consent of an authorized County representative, is prohibited. During the performance of the services specified herein, the proposer shall be responsible for any loss of or damage to these materials developed for or supplied by the County and used to develop or assist in the services provided herein while the materials are in the possession of the proposer. Any loss or damage thereto shall be restored at the proposer’s expense.

### PROPOSAL REQUIREMENTS

- Detailed Response shall document the ability to perform the following:
  - Describe creative and graphic facilities and staffing available for layout of newspaper and magazine advertisement, posters, brochures, etc.
  - Describe creative resources and studios available for radio and television or other electronic media.
  - Describe creative writing resources for the development and complete preparation of printed matter related to newspaper and magazine articles, brochures, etc.
  - Describe facilities and resources available to produce photographs, Photostats, halftones, color separations, etc.
  - Describe word processing and desktop publishing equipment, basic software packages, and computer hardware utilized.
  - Describe how your firm would approach advertising/ marketing campaign with specific demographic targets.
  - Describe the type of services your firm routinely sub-contracts.

### COMPANY QUALIFICATIONS

- Proposer must have a minimum of five (5) years of experience in the creative design for marketing, public relations and development of government related materials and related marketing and media campaigns with documentation of successful results. Proposer must supply five (5) references, two (2) shall be from government clients where related creative documents and media campaigns and publications have been produced.



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### **BILLING RECORDS. AUDITS**

- The time and dollars spent for each task as listed and agreed upon in a project specific Scope of Work shall be recorded and submitted to the authorized County representative. Consultant shall maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and shall make such materials available for audit by the County. Documentation shall be attached to each invoice as billed as evidence of services provided/completed.

### **ACCEPTANCE AND DOCUMENTATION**

- Each agreed upon task shall be reviewed and approved by the authorized County representative to determine acceptable completion.
- The County shall provide all necessary information to the Consultant for timely completion of the tasks as specified.
- All “work for hire” which are prepared in the performance of this contract shall be and remain the property of the County and are to be delivered to the authorized County representative before final payment is made to the consultant.



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### **PROPOSAL RESPONSE FORMAT**

All proposals must include:

- Section I: Executive Summary
- Section II: Detailed Response
- Section III: Value-Added Considerations
- Section IV: Protected Information (if any)
- Section V: Cost Proposal (Upload as separate attachment)
- Section VI: Exceptions to the RFP or Terms and Conditions
- Required Forms: Uploaded Separately on BonFire.

1. **Executive Summary.** The one or two-page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary.
2. **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
  - A. A complete narrative of the offeror's assessment of the work to be performed, the offerors ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
  - B. A specific point-by-point response, in the order listed, to each requirement in the RFP.
  - C. References and experience with similar projects and a minimum of two (2) government clients with similar projects. Personnel qualifications and experience should be detailed as part of the Technical Proposal. Include resumes for all personnel and subcontractors to be assigned to this project.
3. **Value-Added Considerations.** Offeror may include any relevant services or products that will be provided to the County which are not specifically priced in their proposal; but which enhance the Offeror's proposal.
4. **Protected Information.** All protected information must be included in this section of proposal response. Do not incorporate protected information throughout the proposal. Rather, provide a reference in the proposal response directing reader to the specific area of this Protected Information section.
5. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Please enumerate all costs on the attached Cost Proposal Form. Cost Proposals are to be uploaded as a separate attachment to your RFP response. Please refer to the separate attachment titled: Proposal Submittal Procedures for instructions on submitting your proposal electronically. Inclusion of any cost or pricing data within the technical proposal may result in your proposal being judged as non- responsive.
6. **Exceptions to Terms and Conditions.** Exceptions to the RFP Terms and Conditions, and/or the Standard Terms and Conditions for Professional Service Contracts must be submitted with the proposal response.



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Exceptions, additions, service level agreements, etc. submitted after the date and time for receipt of proposals will not be considered.

7. **Required Forms.** The Statement of Required Disclosures, Representations and Certifications shall be completed and uploaded as separate pdf. file on the Bonfire Portal and includes:
- a. Affidavit of Non Collusion
  - b. Affidavit of Disclosure of Political Contributions
  - c. Certification Regarding Affirmative Action Plan and Business Dealings in Northern Ireland
  - d. Past and Present Performance Information Form for a minimum of three references
  - e. Disclosure of Supplier Responsibility Statement
  - f. Certification Regarding Boycott, Divest and Sanctions (BDS) activities



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**COST PROPOSAL TEMPLATE**

PROPOSALS MAY INCLUDE ADDITIONAL SERVICE AND COST FEES AND SHALL BE LISTED IN THIS SECTION – ATTACH ADDITIONAL SHEETS IF NECESSARY

<b>CREATIVE SERVICES</b>	
PROJECT MANAGEMENT	\$ _____/Hour
ADVERTISING (PRIN OR OUTDOOR)	\$ _____/Hour
ADVERTISING (RADIO OR TELEVISION)	\$ _____/Hour
DESIGN, LAYOUT	\$ _____/Hour
ART DIRECTION	\$ _____/Hour
COPY WRITING	\$ _____/Hour
MECHANICAL ART AND TYPOGRAPHY	\$ _____/Hour
PRODUCTION COORDINATION	\$ _____/Hour
<b>ADVERTISING (BROADCAST PRINT, AND OUTDOOR)</b>	
PROJECT MANAGEMENT	\$ _____/Hour
STORYBOARD, DESIGN	\$ _____/Hour
BROADCAST PRODUCTION AND SUPERVISION	\$ _____/Hour
COPY WRITING	\$ _____/Hour



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MECHANICAL ART AND TYPOGRAPHY	\$ _____/Hour
PRODUCTION COORDINATION	\$ _____/Hour
<b>MEDIA PLACEMENT</b>	
COORDINATION SERVICES OF MEDIA PLACEMENT % MARUP OF MEDIA INVOICE	_____ %Markup
<b>PRODUCTION BUYING:</b>	
PRINT SERVICES (INCLUDES, BUT NOT LIMITED TO, TYPOGRAPHY, PHOTOGRAPHY, COLOR SEPARATIONS, FILM, RETOUCHING, ILLUSTRATION AND OTHER OUTSIDE COSTS).	_____ % Markup
<b>BROADCAST SERVICES</b>	
PRODUCTION FACILITIES, RENTAL OF SPECIAL EQUIPMENT, PROPS, TALENT AND OTHER OUTSIDE COSTS.	_____ % Markup
<b>COSTS / FEES FOR SERVICES AWARDED SHALL INCLUDE ALL OVERHEAD AND PROFIT. NO BILLING WILL BE ACCEPTED THAT SHOWS ANY OTHER COSTS THAN THOSE AWARDED UNDER THIS RFP. THIS INCLUDES, BUT IS NOT LIMITED TO, MEETINGS, ACCOUNT SERVICING COSTS, SECRETARIAL, DELIVERY, RENT, PHONE CALLS, POSTAGE, OVERNIGHT MAIL SERVICE, ACCOUNTING, ETC.</b>	

Cost Proposals are to be uploaded as a separate attachment to your RFP response. Please refer to the separate attachment titled: Proposal Submittal Procedures for instructions on submitting your proposal electronically. Inclusion of any cost or pricing data within the technical proposal may result in your proposal being judged as non-responsive.



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### Proposal Submittal Procedures

Please follow these instructions to submit via our Public Portal.

## 1. Prepare your submission materials:

### Requested Information

Name	Type	# Files	Requirement
Statement of Required Disclosures, Representations and Certifications	File Type: PDF (.pdf)	1	Required
Technical Proposal	File Type: PDF (.pdf)	1	Required
Cost Proposal	File Type: PDF (.pdf)	1	Required
Valid NYS Wkm's Compensation and NYS Disability Certificates or Attestation of Exemption	File Type: PDF (.pdf)	1	Optional
Valid Certificate Of Liability (see sample certificate for coverage and limits required as well as sample language to name the County of Rockland as additionally insured)	File Type: PDF (.pdf)	1	Optional

### Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

## 2. Upload your submission at:

<https://rocklandgov.bonfirehub.com/opportunities/31303>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Oct 08, 2020 3:00 PM EDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.



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### **Important Notes:**

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

### **Need Help?**

Rockland County uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>





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### **PROPOSAL EVALUATION CRITERIA**

An Evaluation Committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in proposal.

<u>WEIGHT</u>	<u>EVALUATION CRITERIA</u>
---------------	----------------------------

200 Points	Demonstrated ability to meet the statement of objectives with program planning and management strategies.
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200 Points	Demonstrated technical capability and resources for program management.
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150 Points	Qualification and expertise of staff proposed for this project, including resumes of personnel and subcontractors.
------------	--

150 Points	Performance references for similar projects for government entities.
------------	--

300 Points	Cost Proposal is in compliance with industry standard rates.
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All proposals in response to this RFP will be evaluated in a manner consistent with the Rockland County Procurement Policy, rules, policies and the evaluation criteria established in the RFP.

**Responsible Bidder:** Award will be made only to “responsible” offerors possessing the ability, experience, willingness, and integrity to perform successfully under the terms and conditions of the contract. Responsibility is a procurement issue that is determined by the recipient after receiving bids or proposals and before making contract award in ascertaining whether or not a bidder is responsible, information may be requested from bidder to discuss and assist in determining responsibility.

### **AWARD OF CONTRACT**

Award shall be made to the offeror whose proposal is the most advantageous to the County taking into consideration price and the other evaluation factors set forth in this request for proposals.

The County reserves the right to award the contract(s) to a technically qualified lower cost offeror(s) in the event the high scoring offer is determined to not be the best value offered to the County, based on a cost benefit analysis.



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### **STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICE CONTRACTS**

*The term "County" shall mean the County of Rockland.*

*The term "Offeror" shall mean a person or entity who makes a specific proposal to another (the County) to enter into a contract.*

#### **ACCEPTANCE OF PROPOSALS**

This RFP should not be construed as a contract to purchase goods or services. The County is not bound to accept the lowest price or any proposal of those submitted.

#### **ACCEPTANCE OF TERMS**

All the terms and conditions of this RFP are deemed to be accepted by the Offeror and incorporated in its proposal except those conditions and provisions that are expressly excluded by the Offeror's proposal.

#### **AMENDMENTS TO REQUEST FOR PROPOSAL**

Any verbal information obtained from or statements made by the Director of Purchasing or his designee at the time of pre-proposal meetings or site visits shall not be construed as, in any way, amending the RFP documents. Only such corrections or addenda as are issued by the Director of Purchasing in writing shall become a part of the Contract. Any addendum issued during the RFP process shall be included in proposals and become a part of the Contract Agreement.

#### **AMERICANS WITH DISABILITIES ACT OF 1990**

Offeror agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) prohibiting discrimination on the basis of disability with regard to employment policies and procedures, structural and program accessibility, transportation and telecommunications.

#### **APPROVAL OF FEDERAL, STATE AND LOCAL AGENCY**

Notwithstanding any other provisions of this Agreement, County shall not be liable for any payment or compensation to Offeror until the Services rendered by Offeror under any resulting Agreement meet the approval and standards of any other Federal, State or local agency, authority, commission or body, which has jurisdiction over the Services to be rendered under this Agreement and which provides funding in whole or in part for the Services provided under this Agreement.

#### **AWARD OF CONTRACT**

The County reserves the right to award a contract in part or in full, or not at all, on the basis of responses received.

If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose offer conforming to the Request for Proposal will be most advantageous to the County as set forth in the Evaluation Criteria.

When award Occurs: Award of contract occurs when a formal contract has been finalized or other evidence of acceptance by the County is provided to the Offeror. A Recommendation of Award does not constitute award of contract.

#### **BUSINESS CORPORATION LAW**

The Offeror shall be licensed to do business in the State of New York and is fully qualified under the Business Corporation Law, Article 13 - Section 1304.



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### **CHANGES TO PROPOSAL WORDING**

No changes to wording of the proposal will be accepted after submission unless requested by the County.

### **CONTRACT ADMINISTRATOR**

A County contract administrator will be assigned to oversee the contract awarded to the successful Offeror. In addition, the successful Offeror will be expected to name a counterpart contract administrator. The Offeror's contract administrator will be responsible for providing scheduled status reports to the County's contract administrator or his designee.

### **COMPLIANCE WITH LAWS**

The Offeror shall comply with all the provisions of laws in the County of Rockland, the State of New York and of the United States of America which affect municipalities and municipal contracts, and provide at his expense, any and all permits, licenses and registrations required for the fulfillment of this agreement, and more particularly the Labor Law, the Immigration and Naturalization Laws and Regulation, the General Municipal Law, the Workers' Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Laws, Rules and Regulation, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein.

### **CONFIDENTIALITY - For the purposes of this article:**

The term "Confidential Information" as used herein means all material and information, whether written or oral, received by Offeror from or through County or any other person connected with County, or developed, produced, or obtained by Offeror in connection with the performance of Services under this Agreement. Confidential Information shall include, but not be limited to, samples, substances and other materials, conversations, correspondence, records, notes, reports, plans, drawings, specifications and other documents in draft or final form, including any documentation or data relating to the results of any investigation, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations and/or comments relating thereto.

The term "Offeror" includes all officers, directors, employees, agents, subcontractors, successors, assignees or representatives of Offeror.

Offeror shall keep all Confidential Information in a secure location within Offeror's offices. The County shall have the right, with advance notice during reasonable business hours, to enter Offeror's offices to ensure that Confidential Information is maintained in a secure location. No inspection or failure to inspect by the County shall relieve Offeror of the responsibility for the performance of its obligations hereunder.

Offeror shall hold Confidential Information in trust and confidence, shall not disclose Confidential Information or any portion thereof to anyone other than County without the prior written consent of County and shall not use Confidential Information or any portion thereof for any purpose whatsoever except in connection with the performance of the Services under this Agreement.

Offeror shall notify County immediately upon receipt by Offeror of any request by anyone other than County for, or any inquiry related to, Confidential Information. Offeror is not prohibited from disclosing portions of Confidential Information if, and to the extent that, (i) such portions have become generally available to the public other than by an act or omission of Offeror, or (ii) disclosure of such portions is required by subpoena, warrant or Court order; PROVIDED, however, that in the event anyone other than County requests all or a portion of Confidential



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Information, Offeror shall oppose such request and cooperate with County in obtaining a protective order or other appropriate remedy unless and until County in writing waives compliance with the provisions of this section or determines that disclosure is legally required. In the event that such protective order or other remedy is not obtained, or County waives compliance this section or determines disclosure is legally required, Offeror shall disclose only such portions of Confidential Information that, in the opinion of County, Offeror is legally required to disclose, and Offeror shall use its best effort to obtain from the party to whom Confidential Information is disclosed written assurance that confidential treatment will be given to such portions of Confidential Information as are disclosed, to the extent permitted by law.

Offeror shall obtain from each subcontractor of Offeror, and if requested by County from the directors, employees, agents, successors, assignees or representatives of any such subcontractor, a Confidentiality Agreement running to the benefit of County, substantively identical the requirements in this RFP, prior to the performance of any of the Services in connection with this Agreement. Offeror's obligations under this section shall survive the completion of Services under or the expiration or termination of this Agreement.

#### **CURRENCY AND TAXES**

Prices are to be in U.S. dollars, duty and delivery FOB destination, freight prepaid and allowed. The County is exempt from all sales and use taxes

#### **DEBRIEFING**

Upon written request from an unsuccessful offeror, the Director of Purchasing will arrange for a debriefing session. The debriefing is not to be seen as an opportunity to challenge the decision. Once debriefing ends, the RFP process is finished and the RFP will not be discussed further with the offeror at any time.

#### **DEFINITION OF CONTRACT**

The County may at its option notify an Offeror in writing that its proposal has been accepted and such acceptance shall at the County's option constitute the making of a formal contract for the services set out in the RFP. Alternatively, the subsequent full execution of a written contract shall constitute the making of a contract for services, and no Offeror shall acquire any legal or equitable rights or privileges whatever relative to the services until the County has delivered either a signed notice in writing to the offeror or a fully executed written agreement to the Offeror.

#### **ENTIRE AGREEMENT/NO MODIFICATION**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements either oral or written. This Agreement may not be modified except if such modification is in a writing signed by the parties.

#### **FAILURE TO PERFORM**

Should the Offeror fail to perform as required by the specifications, the county may cancel the order and/or contract. In such event, the County will assume no responsibility for, nor will it reimburse the Offeror for any expense or loss to the offeror because of such termination or cancellation. County will then purchase products/service on the open market and charge back the differences to defaulting vendor.

#### **FINANCIAL RECORDS/AUDIT**

Offeror shall maintain records of all of its financial transactions, including all expenses and disbursements, which relate to this Agreement. Such records shall be kept in accordance with GAAP (Generally Accepted Accounting Practices) and/or County record-keeping requirements, and each transaction shall be documented. Such records



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shall be made available to County for inspection or audit upon request. No compensation or fee for Services will be due Offeror unless or until financial statements have been filed with the Rockland County Department of Finance, if and when required by the Department of Finance.

#### **FINANCIAL STABILITY**

The successful Offeror must demonstrate financial stability and the County reserves the right to conduct independent background checks to determine the financial strength of any and all organizations or individuals submitting proposals.

#### **FINANCIAL RECORDS/AUDIT**

Offeror shall maintain records of all of its financial transactions, including all expenses and disbursements, which relate to this Agreement. Such records shall be kept in accordance with GAAP (Generally Accepted Accounting Practices) and/or COUNTY record-keeping requirements, and each transaction shall be documented. Such records shall be made available to COUNTY for inspection or audit upon request. No compensation or fee for Services will be due Offeror unless or until financial statements have been filed with the Rockland County Department of Finance, if and when required by the Department of Finance.

#### **FIRM PRICING**

Prices quoted in the proposals shall be firm for a period of at least 120 days after the submission deadline.

#### **FUNDING**

All County expenditures are subject to appropriation of funds. Therefore, the County reserves the right to discontinue the RFP process if funding is not available.

#### **FUNDING/RESERVATION OF RIGHTS**

County monies provided to Offeror pursuant to this Agreement may be based upon and/or subject to funding statements or actual funds provided to County from New York State or the Federal Government, either directly or by reimbursement; in such case, County retains the right and discretion to adjust payments of County funds to Offeror, based on the actual amounts County receives or is to receive from New York State or the Federal Government.

#### **GOVERNING LAW**

This RFP and any contract entered into between the offeror and the County shall be governed by and in accordance with the Laws of the State of New York, and the venue of any litigation shall be Rockland County.

#### **HIPAA**

Notwithstanding any other provision of this Agreement to the contrary, Offeror agrees to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and any regulations adopted there under. A Business Associate Agreement may be made a part the resulting Agreement. Offeror warrants and represents that its practices, policies and procedures for patient/medical record confidentiality are in full compliance with the "Standards for Privacy of Individually Identifiable Health Information" set forth in 45 CFR 160 et seq. as amended, if applicable.

#### **INDEMNIFY AND HOLD HARMLESS**

Offeror agrees to defend, indemnify and hold harmless County and its respective officers, employees and agents from and against all claims, actions and suits and will defend County and its respective officers, employees and agents at its own cost and at no cost to County in any suit, action or claim including appeals for personal injury to



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or death of any person or loss or damage to property arising out of or resulting from the activities or omissions of Offeror to the fullest extent permitted by law. These indemnification provisions are for the protection of County and its respective officers, employees and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this Agreement.

#### **INDEPENDENT CONSULTANT**

Offeror, as an independent contractor, covenants and agrees that it, its employees, servants and/or agents will neither hold itself/themselves out as, nor claim to be an employee, servant or agent of County, and that it, its employees, servants and/or agents will not make a claim, demand or application to or for any right or privilege applicable to an officer or employee of County including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credit.

#### **INJURY, PROPERTY DAMAGE**

Offeror shall be responsible for all damages and/or injury to life and property due to, or resulting from, the negligent acts of Offeror, its employees, agents and/or employees in connection with the resulting Agreement.

#### **IRAN DIVESTMENT ACT**

Offeror and its employees, agents, servants, subcontractors and/or assignees agree to comply with the Iran Divestment Act of 2012 (the "Act"), as set forth in N.Y. State Finance Law § 165-a and N.Y. General Municipal Law § 103-g, both effective April 12, 2012, which requires bidders to certify that they do not invest in the Iranian energy sector when they bid on state or local government contracts. As set forth in the Act, a person engages in investment activities in Iran if (a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran including, but not limited to, providing 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) the person is a financial institution that extends twenty million dollars or more in credit to another person for forty-five days or more for the purpose of providing goods or services in the energy sector in Iran.

#### **LABOR DISRUPTIONS**

Any contract resulting from this Request for Proposal process is subject to the right of the County to postpone acceptance of delivery and payment by the County in the event of any form of labor disruption.

#### **LABOR LAW AND EXECUTIVE LAW**

Offeror shall comply with all of the provisions of the Labor Law of the State of New York including, but not limited to, prevailing wage provisions, if required by law, and with Article 15 of the Executive Law of the State of New York relating to unlawful discriminatory practices insofar as the provisions are applicable to the work and/or Services to be performed under this Agreement.

#### **LIABILITY OF ERRORS**

While the county has used considerable efforts to ensure an accurate representation of information in this RFP, all prospective offerors are urged to conduct their own investigations into the material facts and the County shall not be held liable or accountable for any error or omission in any part of this RFP.

#### **LIABILITY ONLY FOR MONIES BUDGETED**

This Agreement shall be deemed executory to the extent that the monies are appropriated in the current budget of County for the purposes of this Agreement, and no liability shall be incurred by County, or any department, beyond the monies budgeted and available for this purpose. The resulting Agreement is not a general obligation of County.

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Neither the full faith and credit nor the taxing power of the County is pledged to the payment of any amount due or to become due under this Agreement. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement. This Agreement shall not be effective unless the monies to be paid hereunder by County are appropriated in County's budget.

#### **LOCAL LAWS AND RESOLUTIONS**

Offeror shall comply with all local laws and resolutions of the Legislature of Rockland County, including, but not limited to, the filing of Disclosure Statements and Affirmative Action Plans, if required by law or resolution.

#### **NEGOTIATION DELAY**

If any contract cannot be negotiated within thirty (30) days of notification to the designated offeror, the County may terminate negotiations with that offeror and negotiate a contract agreement with another offeror of its choice.

#### **NO ASSIGNMENT**

Offeror shall not assign, sublet or transfer or otherwise dispose of its interest in this Agreement without the prior written consent of County.

#### **NOTIFICATION OF CHANGES**

All recipients of this Request for Proposal who have returned the Receipt Confirmation Form will be notified regarding any changes made to this document.

#### **OFFERORS' EXPENSES**

Prospective Offerors are solely responsible for their own expenses in preparing a proposal and subsequent negotiations with the County, if any.

#### **OWNERSHIP OF PROPOSALS**

All responses to this request for proposal become the property of the County.

#### **OWNERSHIP OF CONFIDENTIAL INFORMATION**

Notwithstanding any other provision herein to the contrary:

All Confidential Information as defined in the preceding paragraph, including all copies thereof, is the exclusive property of County regardless of whether it is delivered to County. Offeror shall deliver Confidential Information and all copies thereof to County upon request.

To the extent that copies of Confidential Information are authorized by County to be retained by Offeror, they shall be retained in a secure location in Offeror's office for a period of six (6) years after completion of the Services under or the termination of this Agreement, whichever occurs later, and thereafter disposed of at County's direction.

#### **PAYMENT HOLDBACK**

The County shall not pay the total contract price until the requirements outlined in this RFP have been met. Any holdback amount will be decided as part of the contract negotiations, or as specified in the RFP.

#### **PAYMENT TERMS**

County agrees to pay Offer and Offeror agrees to accept the maximum sum not to exceed the dollar amount as itemized on the Schedule "A" of the resulting contract as its entire fee as compensation for the services rendered

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and performed by Offeror. Offeror shall not be entitled to any payment or monies unless the services rendered and performed by Offeror as set forth in the resulting contract are acceptable to County. All out-of-pocket and other expenses incurred by Offeror in connection with the performance of the professional services under the resulting Agreement shall be borne solely by Offeror. To request payment, Offeror shall submit to County an invoice and properly completed voucher form.

The County's standard payment term is thirty (30) to sixty (60) days upon receipt of invoice after services are performed or goods delivered.

#### **PROPERTY TAX DEBT**

If the Offeror owes, or following the execution of a contract, comes to owe property taxes to the County, the County shall hold all payments due under the agreement, as they come due, in a non-interest bearing escrow account. The monies due from the County shall be held in escrow unless and until all property taxes owed by the Offeror to the County, including all penalties and accrued penalties and interest, are paid in full.

Upon determining to hold payments in escrow, the County shall provide notice to the Offeror. The County shall, upon request, but no more often than once per calendar month, give an accounting of the escrow to the Offeror.

Upon Offeror's payment in full of all property taxes due to the County, including all accrued penalties and interest, all escrowed funds will be paid to the Offeror as soon as practicable. The escrowed funds may be applied towards any payment that fully satisfies all outstanding property tax debts, including all accrued penalties and interest. If the County holds an auction to satisfy the property tax debt and, upon the closing of the sale after auction there remains a deficiency, the County shall apply the escrow to the deficiency, but no more than necessary to make the County whole and any remaining amounts of the escrow shall be paid to the Offeror as soon as practicable. The County shall not apply the escrowed funds for any other purpose.

This remedy shall not be deemed a waiver of any other remedy available to the County or bar any other means of collecting the property tax debt due to the County.

#### **QUOTES FROM THE MARKETPLACE**

The County reserves the right to consider quotes from the marketplace from suppliers other than those invited to respond to this solicitation.

#### **REQUEST FOR PROPOSAL DATES**

All dates referenced in the specifications relative to the solicitation timeline are tentative and can be changed in the best interest of the County. The County reserves the right to modify the timeline of the RFP at any time in its sole discretion.

#### **SHORTLIST**

Unless there is a successful offeror based on the responses, the evaluation procedure will be to develop a shortlist based on the stated criteria. The shortlist of offerors may be asked to prepare a presentation and/or provide additional information prior to the final selection.

#### **SOCIAL SECURITY TAXES**

The Offeror for the agreed consideration promises and agrees to pay the taxes measured by the wages of their employees required by the Federal Social Security Act and all amendments thereto, and to accept the exclusive liability for said taxes. The Offeror further promises and agrees to indemnify and hold the owner harmless on account of any tax measured by the wages aforesaid of employees of the contractor assessed against the owner





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under authority of said law.

#### **SUBCONTRACTING**

Utilizing a subcontractor, who must be clearly identified, to remedy deficiencies in the prime offeror's product or service is acceptable. This also includes a joint submission by two offerors having no formal corporate links. However, in this case, one of these offerors must be prepared to take overall responsibility for successful interconnection of the two-product/service lines and this must be defined in the proposal. Subcontracting to any firm or individual involved in the preparation of this RFP will not be permitted.

#### **TERMINATION/AMENDMENT**

This Agreement may be terminated or amended on at least thirty (30) days written notice by County.



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**INSURANCE REQUIREMENTS: THE RFP NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES**

**INDEPENDENT CONTRACTOR:** The CORPORATION / CONTRACTOR/ AGENCY / CONSULTANT, is an independent contractor and covenants and agrees that it, its agents, servants and/or employees, will neither hold itself/themselves out as, nor claim to be an employee, servant or agent of the COUNTY, and that it, its agents and employees will not make claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY including, but not limited to, Worker's Compensation coverage, unemployment insurance benefits, Social Security Coverage or retirement membership or credit.

**ROCKLAND COUNTY'S INSURANCE REQUIREMENTS:**

**GENERAL LIABILITY:** Prior to commencing work, the CONTRACTOR or CONSULTANT shall, at its/his/her own cost and expense, procure and maintain insurance to cover his/her/its work, services, employees, agents and servants under the terms of the contract or purchase order which shall include, but not be limited to the coverage that is selected on the attached matrix. Insurance must be obtained from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Upon failure to furnish, deliver and maintain such insurance, the agreement, contract award or purchase order may be declared suspended, discontinued or terminated or canceled. If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the CONTRACTOR OR CONSULTANT shall upon notice to that effect from the County, promptly obtain a new policy and submit same with a certificate for approval by the County.

**Forced Placed Insurance.** If CONTRACTOR OR CONSULTANT does NOT provide the County of Rockland with evidence of the insurance coverage required by this Agreement, the County may purchase insurance (at Contractor's or Consultant's sole expense) to protect the County's interests. This insurance may, but need not, protect Contractor's or Consultant's interest. If the County purchases insurance under this Section, Contractor or Consultant will be responsible for the cost of that insurance, including interest and any other charges the County may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The cost of insurance under this Section may be more than the cost of insurance that Contractor or Consultant may be able to obtain on its own.

In relation to purchases that are not a result of a County Bid, RFP or Contract; Vendors who cannot provide the coverage limits on the attached matrix may provide the County with an ACORD Certificate detailing the coverage limits they currently have in place and the County will review such certificates on a case-by-case basis to determine if sufficient coverage is in place in relation to the perceived risks associated with the proposed purchase.

**COVERAGES – (SEE ATTACHED MATRIX)**

An ACORD Certificate of Insurance will confirm that the required policies have been issued to the named insured; for the policy period indicated. The ACORD Certificate is to be provided to the County of Rockland within five (5) business days of notice of contract award or of notice of intent to issue a Purchase Order. **Please NOTE: the Certificate of Insurance must be updated to give the County of Rockland immediate notice of the following:**

1. Dilution of the limits of insurance shown on the Certificate of Insurance by more than 20% as a result of the payment of claims or expenses;
2. The downgrading of any insurer listed on the Certificate of Insurance by AM Best to less than an "A" rating;
3. The receipt, from any listed insurer, of a notice of cancellation before the expiration date thereof or non-renewal will be delivered in accordance with the policy provisions;



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4. The receipt, from any listed insurer, of any failure of the named insured to comply with an insurance policy term or condition.

All Certificates of Insurance must be updated at least annually to remain valid.

The ACORD Certificate of Insurance shall contain a Description of Operations and include any exclusions or special provisions added by endorsement that in any way restrict coverage. The Contract Number and/or Purchase Order Number and the name of the department requiring the insurance should be stated under the description. The description shall also contain a statement to the effect that "The following are named as Additional Insured's under General Liability and (if required) Automobile Liability, Excess Umbrella Liability, and Professional Liability (if applicable) on a primary basis, and on the broadest form available through the listed insurers with respect to this Contract or Purchase Order: **The County of Rockland, its employees, elected officials and affiliated municipal entities**. The signing authorized representative warrants that the insurance carrier(s) have been informed of and accepted the County of Rockland as an additional insured.

**WORKERS COMPENSATION REQUIREMENTS UNDER WORKERS' COMPENSATION LAW §57:** The Vendor shall procure, pay for, and maintain during the entire term of the contract such insurance as will protect both the owner and the vendor from claims under worker's compensation acts and amendments thereto and from any other claims for property damage and for personal injury including death, which may arise from operations under this contract, whether such operations by the Vendor or by any other party directly or indirectly employed by the Vendor. Vendors shall provide copies of the required certificate to the County of Rockland within five (5) business days of notice of contract award or of notice of intent to issue a Purchase Order.

To comply with coverage provisions of the Workers' Compensation Law ("WCL"), businesses must:

- A. Be legally exempt from obtaining workers' compensation insurance coverage; or
- B. Obtain such coverage from insurance carriers; or
- C. Be a Board-approved self-insured employer or participate in an authorized group self-insurance plan.

The Contractor must prove that they are in compliance with §57 of the Workers Compensation Law (WCL) by providing ONE of the following forms indicating that they are:

- **Insured Form C-105.2 or U-26.3** – (All private insurance carriers and their licensed insurance agents are authorized to use the Form C-105.2 as their Certificate of NYS Worker's Comp Insurance. The State Insurance Fund uses the U-26.3 form as its Certificate of Workers Compensation Insurance). Upon obtaining a permit, license or contract from a government agency Employers must obtain this form from their private insurance carrier. Carriers and their licensed agents may contact the Board's [Bureau of Compliance](#) to obtain this form.
- **Self-Insured Form SI-12** – Certificate of Worker's Compensation Self-Insurance or Form GSI-105.2 Certificate of Participation in Worker's Compensation Group Self-Insurance). Upon obtaining a permit, license or contract from a government agency. Board-approved self-insurers must obtain this form from Board's Self-Insurance Office.
- **Exempt Form CE-200** – Certificate of Attestation of Exemption From NYS Worker's Compensation Insurance) (Effective 12/1/08) Applicants for permits, licenses or contracts from State, county or municipal agencies in New York State that are not required to carry NYS workers' compensation and/or disability benefits insurance coverage. These exemption forms can ONLY be used to attest to a government entity that



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an applicant requesting a permit, license or contract from that government entity is not required to carry NYS workers' compensation and/or disability benefits insurance.

The Vendor will send the appropriate forms to the Purchasing Division within five (5) business days of notification of contract award. All correspondence shall contain the Solicitation Number and Title.

***DISABILITY BENEFITS REQUIREMENTS UNDER WORKERS' COMPENSATION LAW §220(8):***

To comply with coverage provisions of the WCL regarding disability benefits, businesses may:

- A. Be legally exempt from obtaining disability benefits insurance coverage; or
- B. Obtain such coverage from insurance carriers; or
- C. Be a Board-approved self-insured employer.

The Vendor must prove that they are in compliance with Section 220(8) of the Workers Compensation Law (WCL) by providing ONE of the following forms indicating that they are:

- **Insured Form DB-120.1** – Certificate of Disability Benefits Insurance (the businesses insurance carrier will send this form to the County upon request.
- **Self-Insured Form DB-155** – Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247).
- **Exempt Form CE-200** – Certificate of Attestation of Exemption from NYS Worker's Compensation and/or Disability Benefits Coverage.

The Vendor will send the appropriate forms to the Purchasing Division within five (5) business days of notification of contract award. All correspondence shall contain the Solicitation Number and Title.

**Please note that ACORD forms are NOT acceptable proof of New York State Workers Compensation or Disability benefits insurance coverage.**

NY State Department of Labor requirements for Workmen's Compensation and Disability forms. Online address: <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>

**EMPLOYERS LIABILITY** with minimum statutory requirements

**COMMERCIAL GENERAL LIABILITY INSURANCE** with a minimum limit of liability per occurrence of \$1,000,000/\$2,000,000 aggregate for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.1), naming the County of Rockland as an additional insured. This insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor.
- (iv) Products and Completed Operations.



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**AUTOMOBILE LIABILITY INSURANCE** with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

**PROFESSIONAL LIABILITY** The Consultant shall provide proof of such insurance. (Limits of \$1,000,000 per occurrence/\$3,000,000 aggregate).

**All policies of the Contractor or Consultant shall be endorsed to contain the following clauses:**

(a) Insurers shall have no right to recovery or subrogation against the County of Rockland (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Rockland is named as an insured, shall not apply to the County of Rockland.

**All contractual insurance requirements in any contract between the Contractor or Consultant and the County shall contain the following clauses:**

(a) The insurance companies issuing the policy or policies shall have no recourse against the County of Rockland (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(b) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor or Consultant.

(1) The per occurrence and Aggregate limits for specified coverage should apply on a per location or per project basis.

(2) Automobile Liability Coverage is required IF an automobile is used in the execution of their contract. A vendor using a third party for shipment or transport does not require Automobile Liability Insurance.

(3) An ACORD form is NOT acceptable proof of NYS Workers Compensation (WC) or Disability Benefits (DBL) Insurance coverage. For WC, secure form C-105.2 or U-26.3. For DBL, secure form DB.120.

Workers Compensation/Employers Liability, and NYS Disability are not required of: a) a business that is owned by one individual, is not a corporation, and does not have any other employees, b) a self-employed individual, c) an out of state employer with no NYS employees. IN EACH CASE, the employer must file Form CE-200, Certificate of Attestation of Exemption, with the NYS Workers Compensation Board certifying that they are not required to obtain NYS specific Workers Compensation Insurance or NYS statutory Disability Benefits.

(4) A consultant is someone who gives expert or professional advice. Consultants are ordinarily hired on an independent contractor basis. Therefore, the County is not liable to others for the acts or omissions of the consultant. A consultant is an individual who possesses special knowledge or skills and provides that expertise the County for a fee. Consultants help find and implement solutions to a wide variety of problems, including those



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related to business, marketing, manufacturing, strategy, organization structure, environmental compliance, health and safety, technology, and communications. Some consultants are self-employed, independent contractors who offer specialized skills in a certain field; other consultants work for large consulting firms, that offer expertise in a wide range of business areas; and still other consultants hail from academia. Specialists in various professional fields that work with the general public and have greater than average expertise in particular areas, for example lawyers, doctors, pharmacists and insurance agents, require additional coverage for someone who is injured as a result of their negligent acts or omissions. Therefore, Professional Liability Insurance is required if commercially available for your profession.

**SAMPLE ACORD CERTIFICATES:** Sample ACORD Certificates detailing the required insurance coverage are included in each Invitation to Bid or Request for Proposal. These are provided as for informational purposes only to County Vendors and their Insurance Brokers to assist you in obtaining the correct insurance required for County contracts. Please note that the attached certificates reflect the standard types and limits of insurance the County requires most often. The requirements of each proposal may differ in which case the proposal's specific requirements shall prevail. Please review the insurance requirements of your proposal carefully with your broker. Exceptions: The limits shown in the matrix and samples will generally be required for service providers involved in low-risk activities. Higher limits may be required for service providers performing potentially high-risk activities.



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	VENDOR CLASSIFICATION CHECK APPROPRIATE BOX	Janitorial Services <input type="checkbox"/>	Contracted Services <input type="checkbox"/>	Consultant Services <input checked="" type="checkbox"/>	Licensed Professional Consultant Services - Legal, Accounting, Architect & Engineers, Medical, Forensics, Environmental, Etc. <input type="checkbox"/>	Public and School Transport <input type="checkbox"/>	Capital Construction Projects –Buildings, Roads, Water Treatment <input type="checkbox"/>
	<b>Type of Insurance</b>						
<b>A</b>	<b>Commercial General Liability (CGL) Each Occurrence</b>						
	General Liability	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	Personal & Adv Injury	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	Med. Expense Any One Person	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
	Damage to Rented Premises	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
	General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
	Products-Comp / Op Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
<b>B</b>	<b>Auto Liability – Incl BI and PD (AL)</b>	(2)	(2)	(2)	(2)	(2)	(2)
	Combined Single Limit per accident						
	Any Auto	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	Or						
	All Owned	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	All Hired	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	All Non-Owned	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
<b>C</b>	<b>Excess / Umbrella Liability</b>						
	Each Occurrence	\$5,000,000	XXXXX	XXXXX	\$1,000,000	\$10,000,000	\$10,000,000
	Aggregate	\$5,000,000	XXXXX	XXXXX	\$1,000,000	\$10,000,000	\$10,000,000
<b>D</b>	<b>Workers Compensation and Employers Liability</b>	(3)	(3)	(3)	(3)	(3)	(3)
	E.L. Each Accident	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory
	E.L. Each Disease-EA Employee	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory
	E.L. Disease-Policy Limit						
<b>E</b>	<b>Disability Benefits</b>	(3)	(3)	(3)	(3)	(3)	(3)
	Each Employee	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory
<b>F</b>	<b>Other-Professional Liability or errors and Omissions or Malpractice</b>			(4)	(4)	(4)	
	Per Claim			\$1,000,000	\$1,000,000	\$1,000,000 (Sexual Abuse) School Transportation only	
<b>Opt</b>	<b>Owners and Contractors Protection</b>						
	Each Occurrence						\$1,000,000
	Aggregate						\$2,000,000
<b>*</b>	<b>All Other Insurance as Required by Law</b>						
	Rockland County to be named as Additional Insured on these coverage's	GL-AL- EXCESS	GL-AL- EXCESS	GL-AL	GL-AL-PROFESSIONAL	GL-AL- EXCESS-PROFESSIONAL	GL-AL- EXCESS-OPT



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**Receipt Confirmation Form**

PLEASE COMPLETE AND RETURN THIS CONFIRMATION FORM WITHIN 5 WORKING DAYS OF RECEIVING BID PACKAGE TO:

PAUL J. BRENNAN, FNIGP, CPPO  
Director of Purchasing,  
Department of General Services  
County of Rockland  
Sanatorium Road, Bldg. A, Pomona, NY 10970  
Tele. (845) 364-3820 Fax: (845) 364-3809

Failure to return this form may result in no further communication or addenda regarding this RFP.

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

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

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

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

Phone Number: \_\_\_\_\_ EXT: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

I have received a copy of the above noted RFP.

\_\_\_\_\_ We will be submitting a RFP

\_\_\_\_\_ We will NOT be submitting a RFP – (please indicate reason)

\_\_\_\_\_

\_\_\_\_\_

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

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

If a bidders meeting has been arranged for this Bid, please indicate if you plan to attend: Yes / No

rectconf.frm





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**STATEMENT OF REQUIRED DISCLOSURES, REPRESENTATIONS, CERTIFICATIONS AND REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS- APPENDIX II TO 2CFR PART 200**

Name of the Reporting Entity:

\_\_\_\_\_

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

\_\_\_\_\_

Remit to Address if different from above:

\_\_\_\_\_

\_\_\_\_\_

FID No.: \_\_\_\_\_

Name of Individual Completing this form: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Telephone Number: ( \_\_\_\_\_ ) \_\_\_\_\_

Telefax Number: \_\_\_\_\_

EMAIL address: \_\_\_\_\_

EMAIL address for Purchase Orders to be sent (this is mandatory)

\_\_\_\_\_

SIGNATORY FIRST & LAST NAME \_\_\_\_\_

SIGNATORY TITLE \_\_\_\_\_

***\*Note: ALL Sections on the following pages must be completed and this Statement must be signed before a Notary***



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**Section A. AFFIDAVIT OF NON-COLLUSION**  
**(This form must be included with bid package and initialed)**

I hereby attest that I am the person responsible within my firm for the final decision as to the prices(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s), nor the amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by an firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

The person signing this bid, under the penalties of perjury, affirms the truth thereof.

**INITIAL:** \_\_\_\_\_



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**Section B. DISCLOSURE OF POLITICAL CONTRIBUTIONS PURSUANT TO CHAPTER 323 OF THE ROCKLAND COUNTY CODE**

1. The reporting Entity is (*Check One*):  
 An Individual       A Partnership       A Corporation

2. The reporting Entity (*Check One*):  
 Will Enter into a contract with the County of Rockland, in excess of Ten Thousand Dollars (\$10,000.00), which did / did not result from Public Bidding.

Is currently under a contract with the County of Rockland in excess of Ten Thousand Dollars (\$10,000.00)

3. The reporting entity, its members, directors, policymaking officers, or majority shareholders, have directly or indirectly made the following contributions to the persons or organizations listed below.  
*(please list all contributions having a value in excess of two hundred dollars (\$200.00) per year made to any political party or any individual or any committee for an individual running for public office in Rockland county or in a district in which Rockland County is located, for a period of three (3) years prior to the date of subscribed below.):*

**Note: please answer "none" or list each contribution separately (Use Additional Sheets If necessary)**

Name of Contributor	Relationship to Reporting Entity	Contribution Made To	Date of Contribution	Value and nature of Contribution



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**Section C. DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT**

- 1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract, or subcontract, or in the performance of such contract or subcontract.

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- 2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack of business integrity or business honesty which affect the responsibility of the contractor.

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- 3. List any convictions or civil judgments under state or federal antitrust statutes.

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- 4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

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- 5. List any prior suspensions or debarments by any government agency.

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- 6. List any contracts not completed on time.

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- 7. List any documented violations of federal or state labor laws, regulations or standards, or occupational safety and health rules.

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## **Section D. AFFIRMATIVE ACTION PLAN CERTIFICATION**

1. *The subscriber below, authorized on behalf of the Reporting Entity in the title/position indicated hereinabove, states the following: (please check one box in both (a) and (b))*
  - a.) *The above-named Reporting Entity  DOES or  DOES NOT employ fifteen (15) or more employees AND*
    - b.) *The above-named Reporting Entity*
      - DOES transacts a minimum of \$50,000 per annum business with the County of Rockland.*
        - (i) *IF SO, based on this above information, a copy of the Reporting Entity's Affirmative Action Plan OR*
          - EEO (Equal Employment Opportunity) Policy is attached to this Form.*
        - DOES NOT transacts a minimum of \$50,000 per annum business with the County of Rockland.*

## **Section E. BUSINESS DEALINGS IN NORTHERN IRELAND-MACBRIDE PRINCIPLES**

1. The subscriber below, authorized on behalf of the Reporting Entity in the title/position indicated hereinabove, certifies the following, in accordance with Article III of the County of Rockland Procurement Policy: (**check one**)
  - a.) The above-named Reporting Entity and any individual or legal entity in which the Reporting Entity holds a 10% or greater ownership interest and any individual or legal entity that holds a 10% or greater ownership in the contract, either: (*check, as applicable*)
    - (i)  has NO business operations in Northern Ireland

OR

    - (ii)  shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to the nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their companies with such Principles.



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## **Section F. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

Pursuant to State Finance Law §165-a, on August 10, 2012 the Commissioner of the Office of General Services (OGS) posted a prohibited entities list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

By submitting a bid in response to a County solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

***(Please check box)***

1.  The subscriber below, authorized on behalf of the Reporting Entity in the title/position indicated hereinabove, certifies that he/she is *neither the Bidder/Contractor nor any proposed subcontractor as identified on the Prohibited Entities List.*



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### **Section G. CERTIFICATION REGARDING BOYCOTT, DIVEST AND SANCTIONS (BDS) ACTIVITIES**

1. The subscriber below, authorized on behalf of the Reporting Entity in the title/position indicated hereinabove, certifies the following, in accordance with Article 5 of the County of Rockland Procurement Policy: *(check box)*

The Reporting Entity/Contractor and any individual or legal entity in which the contractor/reporting entity holds a 10% (ten percent) or greater ownership interest and any individual or legal entity that holds a 10% (ten percent) or greater ownership in the contract does NOT engage in any Boycott, Divest and sanctions (BDS) activities [which activities are defined as advocating for the boycott of Israel, divestment from Israel and International sanctions against Israel, and otherwise engaging in, promoting or supporting the global campaign to increase economic and political pressure in Israel to comply with the stated goals of the BDS movement].

### **Section H. AKNOWLEDGMENT OF INSURANCE REQUIREMENTS**

(Check Box to acknowledge each insurance requirement)

1.  By submitting a bid/proposal in response to a County solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor acknowledges that they have read and understand the County's insurance requirements as outlined in the solicitation documents.
2.  Bidder/Contractor agrees to provide a valid certificate of liability with the coverages and limits outlined in this solicitation (see matrix) within five (5) business days of request and include the following:
  - a. The Contract/Solicitation Number and/or Purchase Order Number should be stated under the description.
  - b. The description shall also contain a statement to the effect that "The County of Rockland, its employees, elected officials, and affiliated municipal entities are included as additional insureds. The signing authorized representative warrants that the insurance carrier(s) have been informed of and accepted The County of Rockland as an additional insured".
3.  **NYS Workman's Compensation and NYS Disability Certificates**
  - a. Contractor shall submit valid NYS Workman's Compensation and NYS Disability Certificates or Attestation of Exemption with the bid/proposal.



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Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted and agreed to on the following pages.

The following provisions are required and apply when federal funds are expended by the County of Rockland for any contract resulting from this procurement process.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by the County of Rockland, the County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

**Does vendor agree? YES** \_\_\_\_\_ **Initials of Authorized Representative of vendor**

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by COUNTY OF ROCKLAND, COUNTY OF ROCKLAND reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to:

- (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. COUNTY OF ROCKLAND also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if COUNTY OF ROCKLAND believes, in its sole discretion that it is in the best interest of COUNTY OF ROCKLAND to do so. The vendor will be compensated for work performed and accepted and goods accepted by COUNTY OF ROCKLAND as of the termination date if the contract is terminated for convenience of COUNTY OF ROCKLAND. Any award under this procurement process is not exclusive and COUNTY OF ROCKLAND reserves the right to purchase goods and services from other vendors when it is in the best interest of COUNTY OF ROCKLAND.

**Does vendor agree? YES** \_\_\_\_\_ **Initials of Authorized Representative of vendor**

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when federal funds are expended by COUNTY OF ROCKLAND on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

**Does vendor agree? YES** \_\_\_\_\_ **Initials of Authorized Representative of vendor**





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(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by COUNTY OF ROCKLAND, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

**Does vendor agree? YES** \_\_\_\_\_ **Initials of Authorized Representative of vendor**

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by COUNTY OF ROCKLAND, the vendor certifies that during the term of an award for all contracts by COUNTY OF ROCKLAND resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

**Does vendor agree? YES** \_\_\_\_\_ **Initials of Authorized Representative of vendor**



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(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by COUNTY OF ROCKLAND, the vendor certifies that during the term of an award for all contracts by COUNTY OF ROCKLAND resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

**Does vendor agree? YES**

\_\_\_\_\_ **Initials of Authorized Representative of vendor**

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by COUNTY OF ROCKLAND, the vendor certifies that during the term of an award for all contracts by COUNTY OF ROCKLAND resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

**Does vendor agree? YES**

\_\_\_\_\_ **Initials of Authorized Representative of vendor**

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by **COUNTY OF ROCKLAND**, the vendor certifies that during the term of an award for all contracts by **COUNTY OF ROCKLAND** resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to **COUNTY OF ROCKLAND** if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. **COUNTY OF ROCKLAND** may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless **COUNTY OF ROCKLAND** knows the certification is erroneous.

**Does vendor agree? YES**

\_\_\_\_\_ **Initials of Authorized Representative of vendor**



Edwin J. Day, County Executive

**TITLE: Marketing, Public Relations and Creative Design QSL**

**RFP NUMBER:**  
RFP-RC-2020-034

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by COUNTY OF ROCKLAND, the vendor certifies that during the term and after the awarded term of an award for all contracts by COUNTY OF ROCKLAND resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Does vendor agree? YES**

\_\_\_\_\_ **Initials of Authorized Representative of vendor**



**Edwin J. Day, County Executive**

**TITLE: Marketing, Public Relations and Creative Design QSL**

**RFP NUMBER:**

RFP-RC-2020-034

(J) Procurement of Recovered Materials – When federal funds are expended by COUNTY OF ROCKLAND, COUNTY OF ROCKLAND and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended COUNTY OF ROCKLAND, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

**Does vendor agree? YES**

\_\_\_\_\_ **Initials of Authorized Representative of vendor**

(K) **Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds** – 2 CFR § 200.321 – When federal funds are expended by COUNTY OF ROCKLAND, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Does vendor agree? YES**

\_\_\_\_\_ **Initials of Authorized Representative of vendor**



**Edwin J. Day, County Executive**

**TITLE: Marketing, Public Relations and Creative Design QSL**

**RFP NUMBER:**  
RFP-RC-2020-034

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333**

When federal funds are expended by COUNTY OF ROCKLAND for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

**Does vendor agree? YES**

\_\_\_\_\_ **Initials of Authorized Representative of vendor**

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS  
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF  
\$100,000 OF FEDERAL FUNDS**

When federal funds are expended by COUNTY OF ROCKLAND for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

**Does vendor agree? YES**

\_\_\_\_\_ **Initials of Authorized Representative of vendor**

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND  
CONSERVATION ACT**

When federal funds are expended by COUNTY OF ROCKLAND for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**Does vendor agree? YES**

\_\_\_\_\_ **Initials of Authorized Representative of vendor**

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

**Does vendor agree? YES**

\_\_\_\_\_ **Initials of Authorized Representative of vendor**



**Edwin J. Day, County Executive**

**TITLE: Marketing, Public Relations and Creative Design QSL**

**RFP NUMBER:**  
RFP-RC-2020-034

**CERTIFICATION OF NON-COLLUSION STATEMENT**

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Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

**Does vendor agree? YES**

\_\_\_\_\_ **Initials of Authorized Representative of vendor**

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Edwin J. Day, County Executive

TITLE: Marketing, Public Relations and Creative Design QSL

RFP NUMBER: RFP-RC-2020-034

State of \_\_\_\_\_ )
County of \_\_\_\_\_ ) ss:

All statements, disclosures and representations stated hereinabove this Statement Required Disclosures, Representations and Certifications, comprised of the preceding 7 pages and this page, are based upon my personal review of the books and records of the reporting entity. I declare, under oath or affirmation that all of the foregoing information, as well as any supplemental responses and statements that may be attached hereto are true to the best of my knowledge. I make these statements under the penalty of perjury, in my position/title held at the above-named Reporting Entity.

BY: \_\_\_\_\_
(Signature)
(Print Name and Title/position)

Sworn to before me this
\_\_\_\_\_ day of \_\_\_\_\_, 20
Notary Public



**Edwin J. Day, County Executive**

**TITLE: Marketing, Public Relations and Creative Design QSL**

**RFP NUMBER:  
RFP-RC-2020-034**

**PAST & PRESENT PERFORMANCE INFORMATION FORM**

(Shall be included in the Technical Response Section)

**NAME OF OFFEROR:** \_\_\_\_\_

Provide the information requested on this form for each contract/program being described as a reference. Provide frank, concise comments regarding your performance on the contracts you identify. Provide a separate completed form for each contract/program submitted. Limit the number of past efforts submitted and the length of each submission to the limitations, if any, set forth in specifications.

Name of Contracting Entity: \_\_\_\_\_ Contract Name/Title: \_\_\_\_\_

Term of Contract: \_\_\_\_\_

Original Contract Value: \_\_\_\_\_ Current or Final Contract Value: \_\_\_\_\_

A. Brief Description of your effort. Identify whether you were a Prime or Subcontractor.

\_\_\_\_\_  
\_\_\_\_\_

1. Original Date: \_\_\_\_\_ 2. Current or Final Date: \_\_\_\_\_

3. Number of Change Orders (if any): \_\_\_\_\_

Primary Causes or Reasons of Change: \_\_\_\_\_  
\_\_\_\_\_

B. Primary Customer Points of Contact:

**NOTE: CONFIRM CONTACT INFORMATION PROVIDED IS CURRENT PRIOR TO SUBMISSION.**

Reference Program/Project Manager:	Reference Contracting Officer
Name: _____	Name: _____
Address: _____	Address: _____
Telephone: _____ Fax: _____	Telephone: _____ Fax: _____
E-mail: _____	E-mail: _____

C. If subcontractors were used, identify the names of the subcontractors and the percentage of the contract the subcontractor was responsible for. \_\_\_\_\_

D. Specify, by name, any key individual(s) who participated in this contract and are proposed to support acquisition detailed in the RFP.

\_\_\_\_\_  
\_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

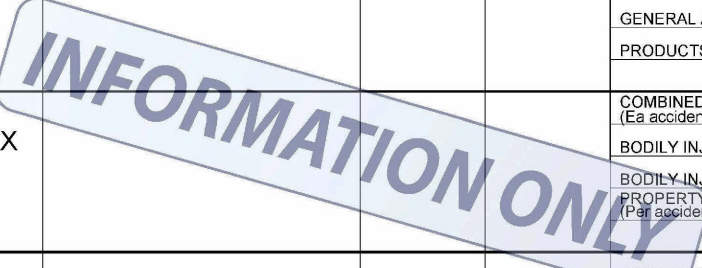
**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Ducey Agency, Inc 43 South Liberty Drive Stony Point, NY 10980 Thomas Torpey		<b>SUBMIT A VALID CERTIFICATE OF LIABILITY INSURANCE WITH THE COVERAGE AND LIMITS PROVIDED ON THIS SAMPLE</b>	CONTACT NAME:	FAX (A/C, No):		
<b>INSURED</b> CONSULTANT SERVICES 123 MAIN STREET NEW CITY, NY 10956			PHONE (A/C, No, Ext):	E-MAIL ADDRESS:		
			INSURER(S) AFFORDING COVERAGE			NAIC #
			INSURER A : Company A (A Rated)			
			INSURER B : Company B (A Rated)			
			INSURER C : Company C (A Rated)			
			INSURER D :			
			INSURER E :			
			INSURER F :			

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC  OTHER:	X	X				EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X				COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB  DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
C	Professional Liability	X					Per Claim	\$1,000,000



**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Reference Contract Name or Number **SAMPLE CERTIFICATE - Consultant Services**

Workers' Compensation - Please provide form C-105.2 or U-26.3 / Disability - Please provide form DB.120.1

County of Rockland to be named as Additional Insured on the General Liability, Auto Liability & Professional Liability for ongoing and completed operations. Waiver of Subrogation and Primary Non-Contributory.

ALL REQUIRED INSURANCE CERTIFICATES SHALL BE SUBMITTED WITHIN FIVE BUSINESS DAYS OF REQUEST

<b>CERTIFICATE HOLDER</b>  County of Rockland 50 Sanatorium Road, Bldg. A Pomona, NY 10970	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THE COUNTY OF ROCKLAND, ITS DISTRICTS, ITS EMPLOYEES, ELECTED OFFICIALS AND AFFILIATED MUNICIPAL ENTITIES ARE INCLUDED AS ADDITIONAL INSURED. THE SIGNING AUTHORIZED REPRESENTATIVE WARRANTS THAT THE INSURANCE CARRIER(S) HAVE BEEN INFORMED OF, AND ACCEPTED THE COUNTY OF ROCKLAND AS ADDITIONAL INSURED.