



Edwin J. Day, County Executive

TITLE: Tourism Travel Trade Consultant

RFP NUMBER:
RFP-RC-2022-031

Department of General Services Purchasing Division

Request for Proposal

BID DISTRIBUTION - Important Notice - The County of Rockland officially distributes bidding documents from the Bonfire Portal.

Firms wishing to participate in this solicitation can download all of the RFP documents from the link provided below:

<https://rocklandgov.bonfirehub.com/portal>

Where applicable, see RFP Document for Scheduled Pre-Proposal Meeting and Deadline for Receipt of questions.

Closing date for the Request for Proposal is 3:00 pm, local time, on September 15, 2022.

QUESTIONS

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

Paul J. Brennan, FNIGP, NIGP-CPP, 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
Telephone: 845-364-3820
Telefax: 845-364-3809

Deadline for submission of questions is 3pm on September 7, 2022. 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 enter into a contract with a qualified firm to promote tourism travel in Rockland County. It is anticipated that this RFP may result in a contract award to a single consultant/firm that will promote travel and provide outreach for travelers.

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

Travel & tourism is a substantial and growing component of the Rockland County economy with increased traveler spending and employment opportunities. In 2020, were it not for tourism-generated state and local taxes, the average household Rockland County would have to pay an additional \$422 to maintain the same level of government revenue.*

As the "Gateway to the Hudson Valley region," Rockland County features a unique mix of diverse and unmatched natural, cultural and historical assets attracting visitors from all over the world. Situated along the majestic Hudson River the county offers numerous attractions including scenic waterfront villages, mountain vistas and parks, hiking and biking trails, arts and culture, historical sites, sophisticated shopping, fine dining, boutique hotels, world-class golf courses and much more. Visitors can enjoy nature by hiking along 200 miles of trails and parks. The county's extensive park system is designated as a Preserve America Community made up of over 3000 acres within 30 parks. Rockland's fine dining and award-winning breweries and winery are the highlight of any culinary tour in the Hudson Valley region. From five-star restaurants to casual pubs, Rockland's diverse restaurant scene offers unique flavors that will delight anyone's taste. Visitors can tour Rockland's numerous historical sites and experience the county's memorable past. These sites include but are not limited to: Stony Point Battlefield and Museum, Stony Point Lighthouse – the Hudson River's oldest, the '76 House in Tappan, and the Jacob Blaauvelt House. Rockland's quaint boutiques, antique stores, unique shops, and premier shopping malls offer various shopping experiences.

Rockland County is seeking to take advantage of the economic impact that results with increased tourism by both domestic and international visitors. Tourism creates the most impact when someone travels 50 or more miles away and/or stays overnight. The economic development impact provided by tourism does not just end with visitor spending. Once visiting the area they may be interested in education and real estate.

Education: shopping for universities, prep schools, County schools, summer camps for their kids, etc.

Commerce: those visiting may decide to move their businesses to the county

Real Estate: visitors be interested in purchasing homes in the county

The County has developed relationships with its area tourism partners as well as regional partnerships to maximize results.



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*Data Source - The Economic Impact of Tourism in New York – 2020 Calendar Year Hudson Valley Focus
Tourism Economics – An Oxford Economics Company

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 Rockland County Division of Economic Development and Tourism. The reference number for the transaction is Solicitation # RFP-RC-2022-031. 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 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 must 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 must 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) must 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.



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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 must 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.



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STATEMENT OF OBJECTIVES OR DETAILED SCOPE OF WORK

The Rockland County Department of Economic Development and Tourism (RCEDT) is interested in contracting with a Consultant/Firm that will be responsible in cooperation RCEDT to provide coordination and support for Tourism and Travel within Rockland County.

PROGRAM GOALS

- Develop an Annual Tourism Plan to increase tourism travel to Rockland County that includes both domestic and international travelers.
- Tourism Readiness (tour & travel), to ensure that tourist into Rockland County have an easy time spending time in the area.
- Sellable Product Development that are new and innovative experiences for tourist.
- Travel Trade contracts and promotion
- Promote Rockland County as a visible and desired New York State Destination
- Identify and Advertise Travel Journalists features promoting Rockland County
- Create partnership packages/itineraries (minimum of 10 itineraries), including those with other New York State destinations
- Effective tracking, maintenance, and follow up on all tactics and programs
- Upon completion of the Tourism Plan, provide a detailed implementation plan for all activities
- Measurable increase of hotel/motel occupancy tax revenue
- Hold and/or attend a minimum of one (1) meeting per quarter with RCEDT

Tour and Travel Preparation and Activation

- Research and positioning of, Fully Independent Traveler (FIT Group), and Destination Management Company, Meetings, Incentives, Conferences, Exhibits (DMC/MICE) tour product, services and packages for the tour and travel market
- Readiness activation and training for effective county participation to include FIT Group, and DMC market potential
- Development of travel trade sales material, retail and tiered pricing, net rates, need periods identified, market strategy, content advisement, logistics/transportation options per market, and applicable supporting operational documents and travel trade policies and services that match the needs of the market



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- Provide support and coordinate logistics around trade and travel show activations. This may include but is not limited to booth registration and selection, booth design and layout, coordination with Tourism partner attendance, creation of show collateral, collection and delivery of partner collateral and other materials to trade/travel show site. Preparation of background information and briefing materials for each meeting/appointment, follow up on and distribution of sales leads as needed, create a database of booker contacts, and leads for future correspondence, and conducting post show partner surveys.
- Develop and maintain a database of travel trade buyers and Rockland County tourism supplier products ready for the travel trade

Partnerships and Marketing

- Assist and facilitate partnership development with pertinent local or regional opportunities (i.e. Woodbury Common, Dutchess County, transportation partners, Legoland, evening entertainment, Play Airlines, etc.)
- Tourism marketplace outreach – domestic and international, FIT Group, and DMC
- Domestic and international tour operators (ITO)
- Domestic and international receptive tour operators (RTO/IO)
- Online travel agents (OTA) and unique buyer types such as sightseeing passes/deal/coupon websites/loyalty/membership programs
- Destination management and incentive companies (DMC/MICE)
- Tour and travel media (freelance travel writers and journalists)
- Assist and coordinate travel trade FAM events with regional and NYC based travel trade
- Conduct relationship management activities in each target market, through activities including Rockland County new development content, creation of sample travel itineraries, targeted and distributed to respective markets.
- The selected firm will work closely with the RC Department of Economic Development and Tourism to ensure all work and spending follows Federal guideline and requirements.

2023 Marketing Program Initiatives (trade show and sales activation opportunities)

- Provide Guidance and support to determine the recommended Summits, Trade Shows and Conferences that would maximize Rockland County's exposure both domestic and international
- Provide expert advice and guidance on tactics and activities to maximize budget spend and time investment for the following programs and others that may be deemed appropriate for Rockland County:

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- American Bus Association (ABA) Marketplace (if desire domestic group)
- International Pow Wow IPW 2023
- International Inbound Travel Association Summit -IITA Summit 2023 San Antonio
- Reception Tour Operator - RTO Summit East
- Set up and manage Business Development Co-op Sales Visits (Virtual and/or in person)
- Provide follow up with contacts to maximize results of Summit and Conference participation

PRICE ADJUSTMENT

The County recognizes this product or service has a price component that may have a commodity with changing costs. The Contractor/Supplier may request a Price Adjustment no more frequently than once each year.

A Price Adjustment request must be made in writing and include the reason for the request, documentation supporting the request (i.e., commodity increases), the current pricing, and the requested revised pricing.

The County will review the Price Adjustment request. If the Price Adjustment is deemed reasonable the Price Adjustment request will be accepted by written acknowledgement. If the request is not accepted the County may entirely reject the request or may counter with revised pricing. In either case the County will provide a written explanation in support of the decision.

The Director of Purchasing may use available indexes (e.g. CPI or PPI) to determine if the requested Price Adjustment is reasonable. Typically, a Price Adjustment that exceeds 5% will not be approved unless very unusual and significant changes have occurred in the industry.

In the event industry costs decline, the County shall have the right to receive, from the Contractor, a reasonable reduction in prices/pricing that reflect such cost changes in the industry. The County will make a written request to the Contractor for a Price Adjustment in writing with supporting documentation.

COMPANY QUALIFICATIONS

- The firm/consultant must have a proven record of accomplishments and extensive experience, a minimum of five (5) years working in and with travel trade.
- All staff and subcontractors assigned to this work must have relevant experience and qualifications.
- Background information on your company, including history, years in business, experience, company size, number of employees, types of services provided, and locations services have been provided.



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- Provide a minimum of six (6) references, three (3) references must be from previous contracts and three (3) references must be current contracts.
- Demonstrate extensive knowledge and understanding of how to create and implement a tourism plan to fulfill the objectives of the County.
- Details of the experience and background of any proposed sub-contractors that will be used.

PROPOSAL REQUIREMENTS

- The firm/consultant must provide a master schedule providing the detailing planning process and dates for related tasks for the completion of the strategic plan and implementation.
- A work schedule breakdown must be submitted with the proposal outlining the tasks required for completion of the tasks and a tourism plan.
- Describe the company's experience working on projects involving County's similar to Rockland County including and expanding upon the scope of services herein.
- Provide a brief description of key personnel that will be involved in the project.
- Demonstrate the capacity and capability of the firm with respect to such factors as cost control, quality of work, and ability to meet schedules.
- Detailed monthly activity reports must be submitted with invoice monthly.



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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. A Statement of Objectives (SOO) is provided in the RFP. This Statement of Objectives represents the County's minimum objectives for this project. The Offeror shall use the Statement of Objectives to propose a Statement of Work, which expands upon these minimum objectives to the extent necessary to conduct this acquisition. The proposed Statement of Work shall define the tasks required for the successful completion of the County's goals and objectives ensuring all minimum requirements are met as detailed in the County's SOO.

The proposed SOW shall consist of tasking statements. Each tasking statement shall reference the deliverables, which will be provided by that task. The proposed SOW shall not contain informational notes, as the Technical Response subsection provides ample opportunity for discussion and description of the offeror's approach. The tasking statements in the SOW shall use a common numbering system. The proposed SOW, when accepted by the County, will be included in the final contract.
 - D. Work Breakdown Structure (WBS) – The Offeror shall develop a Work Breakdown Structure, which reflects their view of the proposed contract effort. The WBS shall serve as a framework for organizing the proposed effort to include in-house, inter-divisional, subcontractor, and associate contractor activities. The WBS shall be developed to a depth (level) and breadth sufficient to accurately describe each participant's role and responsibilities in the project. The Offeror's proposed WBS shall be included with their Statement of Work and will be incorporated as part of the final contract.



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E. Master Schedule (MS) – The intent of this section is to obtain a functionally integrated understanding of the proposal in a way that provides the County confidence that the proposal is structured to be executable for the resources indicated. The Master Schedule is a detailed task and timing of the work effort in the SOW and is used as the primary tracking tool for technical and schedule status. The MS identifies all SOW events, accomplishments, criteria and the expected dates of each. These dates are based on a calendar date of **December 1, 2022** as the starting point and the logical flow of dates provided by calculating the duration of all tasks using typical schedule networking tools. The MS tasks will be directly traceable to the SOW and the WBS.

The Offeror shall provide a top level Master Schedule as part of the proposal submittal. The more detailed levels of the MS, as well as updates, will be submitted after contract award. The MS is intended as a tool for day-to-day tracking of the program/project. All tasks/activities in the MS should be logically linked together showing predecessor/successor relationships. The activities and tasks will be sufficient to account for the total proposed solution.

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. 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. Supplier Information Page
 - g. Certification Regarding Boycott, Divest and Sanctions (BDS) activities



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COST PROPOSAL TEMPLATE

Firm Name: _____

Annual Price: \$_____

All invoices must be accompanied by a monthly detailed activity report

Annual price is to be inclusive of all activities performed in accordance with the statement of objectives, including travel, administrative duties, staff, etc. The County will not be responsible for any costs outside of the annual price submitted.

Authorized Signature: _____

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/73379>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Sep 15, 2022 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: 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 for technical questions related to your submission. You can also visit their help forum at <https://vendorsupport.gobonfire.com/hc/en-us>



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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>
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200 Points	Demonstrated ability to meet the statement of objectives.
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200 Points	Demonstrated technical capability and capacity to provide desired outcomes.
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150 Points	Qualification and expertise of staff proposed for this project.
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100 Points	Demonstrated the ability to provide a detailed master schedule for project implementation.
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100 Points	Performance references for similar projects.
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200 Points	Cost Proposal
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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 is not and 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.

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.

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

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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.

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 STABILITY

The successful Offeror shall 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.

FIRM PRICING

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

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.

INDEPENDENT CONSULTANT

Offeror, as an independent contractor, covenants and agrees that it, its agents, servants and/or employees will neither hold itself/themselves out as, nor claim to be an agent, servant or employee of County, and that it, its agents, servants and/or employees 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 activities or omissions of the Offeror, its employees, agents and/or employees in connection with the resulting Agreement. The Offeror represents and warrants that its agents and employees possess the experience, knowledge and skills and independence necessary for the work/services to be performed in connection with this agreement.

IRAN DIVESTMENT ACT

Offeror and its employees, agents, servants, subcontractors and/or assignees agree to comply with the Iran Divestment Act of 2012, set forth in N.Y. State Finance Laws § 165-a and N.Y. General Municipal Law § 103-g, which requires bidders that bid on state or local government contracts to certify that they are not named on the list



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entitled "Entities Determined to be Non-Responsive Bidders/Offeres Pursuant to the New York State Iran Divestment Act of 2012," which is available of the Office of General Services (OGS) website. Violation of this provision may result in, among other things, the termination of this Agreement.

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.

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.

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.

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 under authority of said law.



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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 must, 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 must 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 must be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy must be or become unsatisfactory to the County, the CONTRACTOR OR CONSULTANT must 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;

Department of General Services – Purchasing Division



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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 must 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 must 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 must 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 must 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 must 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 must 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 must 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 must include for bodily injury and property damage the following coverages:

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

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

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

(a) Insurers must 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 must 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, must not apply to the County of Rockland.

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

(a) The insurance companies issuing the policy or policies must 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 must 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 must 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"/>
	Type of Insurance						
A	Commercial General Liability (CGL) Each Occurrence						
	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	Auto Liability – Incl BI and PD (AL)	(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
C	Excess / Umbrella Liability						
	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
D	Workers Compensation and Employers Liability	(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						
E	Disability Benefits	(3)	(3)	(3)	(3)	(3)	(3)
	Each Employee	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory
F	Other-Professional Liability or errors and Omissions or Malpractice			(4)	(4)	(4)	
	Per Claim			\$1,000,000	\$1,000,000	\$1,000,000 (Sexual Abuse) School Transportation only	
Opt	Owners and Contractors Protection						
	Each Occurrence						\$1,000,000
	Aggregate						\$2,000,000
*	All Other Insurance as Required by Law						
	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, NIGP-CPP, 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**

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

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)

I acknowledge the receipt of _____ addendums

SIGNATORY FIRST & LAST NAME _____

SIGNATORY TITLE _____



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

I hereby attest that I am the person responsible within my firm for the final decision as to the price(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 (circle one) 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

If none apply enter "None" on each line

- 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.

- 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.

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

- 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.

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

- 6. List any contracts not completed on time.

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

INITIAL: _____



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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 5 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) must 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 must 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 must 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.*



Edwin J. Day, County Executive

TITLE: Tourism Travel Trade Consultant

RFP NUMBER:
RFP-RC-2022-031

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. ACKNOWLEDGMENT 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 must 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 must submit valid NYS Workman's Compensation and NYS Disability Certificates or Attestation of Exemption with the bid/proposal.



Edwin J. Day, County Executive

TITLE: Tourism Travel Trade Consultant

RFP NUMBER: RFP-RC-2022-031

PAST & PRESENT PERFORMANCE INFORMATION FORM

(Must 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.

Table with 2 columns: Reference Program/Project Manager and Reference Contracting Officer. Fields include Name, Address, Telephone, Fax, and 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.



The Certificate Date of issuance must be within 3 months of Request

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).

PRODUCER The Ducey Agency, Inc 43 South Liberty Drive Stony Point, NY 10980	CONTACT NAME: Required	
	PHONE (A/C, No, Ext): Required	FAX (A/C, No):
	E-MAIL ADDRESS: Required	
	INSURER(S) AFFORDING COVERAGE	
		NAIC #
INSURED CONSULTANT SERVICES 123 MAIN STREET NEW CITY, NY 10956 Submit a Valid Certificate of Liability Insurance with the coverage and limits provided on this sample Name of Insured must be that of contract Holder	INSURER A : Rating as Required by Contract or Solicitation	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** Required **REVISION NUMBER:** Required if applicable

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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	Required	Required	Required	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	AUTOMOBILE LIABILITY <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)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				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 needed)

Language Required naming County of Rockland as additionally insured.

The County of Rockland including its employees, its officials and volunteers are named as additionally Insured.

CERTIFICATE HOLDER County of Rockland 50 Sanatorium Road, Bldg. A Pomona, NY 10970	CANCELLATION 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 Signature is Required