



Albany Police

REQUEST FOR PROPOSAL

FOR

**CONSULTANT SERVICES TO ASSIST WITH THE
CAPITAL REGION URBAN AREA WORKING GROUP
INTEROPERABLE EMERGENCY COMMUNICATIONS
GRANTS ON BEHALF OF THE ALBANY POLICE**

March 30, 2010

RFP Number 2010-09

SECTION 1: PURPOSE

- 1.1 The City of Albany, New York hereby requests proposals from qualified consulting firms or individuals to provide consultant services to assist with the Capital Region Urban Area Working Group Interoperable Emergency Communications Grants on behalf of the City of Albany Police Department. Minority Business Enterprises and Women's Business Enterprises are encouraged to submit proposals.

SECTION 2: RECEIPT OF PROPOSALS:

- 2.1 Three (3) copies of the proposal must be received no later than **Tuesday, April 20, 2010 at 1:00 p.m.** at the following address:

Michelina C. Wojton, Esq.
Assistant Corporation Counsel
City Hall, Room 106
Albany, New York 12207

The three copies of the proposal must be submitted in a sealed envelope, the outside of which must be marked as follows:

“Proposal Enclosed – Consultant Services to assist with the Capital
Region Urban Area Working Group Interoperable Emergency Communications Grants on Behalf of the
Albany Police”

- 2.2 The proposal submitted is the document upon which the City of Albany will make its initial judgment regarding each proposer's qualifications and wherewithal to complete the required services.
- 2.3 Those submitting proposals do so entirely at their own expense. There is no express or implied obligation by the City to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the City, or participating in selection interviews, if any.
- 2.4 Submission of any proposal indicates an acceptance of the conditions contained in this Request for Proposals unless the submitted proposal clearly and specifically states otherwise.
- 2.5 The City of Albany reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional proposals.
- 2.6 The City of Albany reserves the right to award the consulting services contract, in whole or in part, to one or more firms and individuals.
- 2.6 Any award of the consulting services work shall be conditioned on the later execution of a formal written agreement. The City of Albany reserves the right to revoke or rescind any award at any time prior to the full execution of said agreement. A sample City of Albany

professional services agreement is available for review upon request from the person described in Section 2.1 of this Request for Proposals.

SECTION 3: QUALIFICATIONS OF PROPOSER:

- 3.1 In the case of a proposal from an individual, provide a statement of qualifications including education, certification, licensure, general experience with applicable laws, rules, regulations, guidelines, and procedures, and specific experience in providing the type of Consulting Services requested in this RFP to a municipal police department.
- 3.2 In the case of a proposal from a firm, provide a brief history and description of the firm submitting the proposal. Identify the firm's professional staff member(s) who will be assigned to this engagement if the firm's proposal is selected. Provide a statement of qualifications of each of the firm's professional staff members who will be assigned to this engagement including training, certification, licensure, general experience, and specific experience in providing the type of Consulting Services requested in this RFP to a municipal police department. Provide a signed cover letter from a person within the firm who is authorized to make representations on behalf of the firm and to bind the firm.
- 3.3 Each proposer must provide the names, titles, addresses, and phone numbers of at least three (3) references related to the provision of similar consulting services provided to a municipality and/or municipal police department.
- 3.4 Each proposer may provide any additional information which would serve to distinguish its, his, or her proposal from other proposals.
- 3.5 The City of Albany may make such inquiries it deems necessary to determine the ability of each proposer to perform the services contemplated by this Request for Proposals. Proposers shall promptly furnish all information and data for this purpose as may be subsequently requested by the City of Albany.

SECTION 4: SCOPE OF SERVICES:

- 4.1 Definitions: UAWG– Urban Area Work Group
UASI – Urban Area Security Initiative
IECGP – Interoperable

4.2 The selected proposer will be required to perform the following Consulting Services for the City of Albany and provide the Albany Urban Area Working Group (UAWG) IECGP committee, consisting of the cities of Albany, Schenectady, and Troy and the counties of Albany, Rensselaer, and Schenectady, with the following deliverables related to Interoperable Emergency Communications (IECGP) grants:

- 4.2.2 Creation and, pending approval of participating municipality leadership, submission of regional IECGP grant applications.
- 4.2.3 Creation and, pending approval of Participating municipality, submission of IECGP quarterly and final reports for UAWG municipalities.
- 4.2.4 Creation and, pending approval of Participating municipality, submission of reports due to the New York State Office of Homeland Security and United States Departments of Homeland Security concerning IECGP program initiatives.

4.2.5 Establishment of a IECGP planning program to include the identification of planning priorities for each participating municipality, the implementation and maintenance of the planning program, and integration of planning programs into an overall IECGP planning program.

4.2.6 Analysis of IECGP program data and project management of IECGP initiatives including the areas identified as priorities by UAWG municipalities:

a. National Incident Management System;

b. Interoperable Communications and Information Sharing;

4.2.7 Analysis and recommendations regarding the IECGP projects including measuring progress in meeting the Homeland Security Strategy goals.

4.2.8 Identification of actual and potential problem areas, trends, areas of imbalance, and related factors that impact the UAWG and participating municipalities.

4.3 To meet these deliverables the selected proposer is expected to meet regularly with representatives from UAWG municipalities, UAWG leadership, IECGP sub-committee members, and representatives from the New York State Office of Homeland Security.

4.4 The selected proposer will be required to report directly to the chair(s) of the Albany UAWG IECGP sub-committee and to attend IECGP meetings whenever possible.

4.5 The selected proposer will be responsible for providing his/her own work space and materials. The selected proposer will not be reimbursed for mileage expenses, tolls, or telephone expenses.

4.6 Travel will be required throughout the UAWG territory but primarily in the counties of Albany, Rensselaer and Schenectady.

SECTION 5: CONTRACT:

- 5.1 The selected proposer or proposers will be required to execute an agreement with the City of Albany. The contract period for the services contemplated by this RFP will be determined by the parties. The City will, however, have the right to terminate the agreement at any time, with or without cause, upon thirty (30) days written notice.

SECTION 6: COST PROPOSAL:

- 6.1 Provide the proposed fee for providing all of the services set forth in Section 4 above. Include an hourly fee schedule and itemize all costs.
- 6.2 Clearly set forth in detail any and all additional expenses for which you expect to be reimbursed. The proposal must provide a guarantee that no additional fees will be charged to the City of Albany without prior written consent by the City.
- 6.3 The selected proposer shall submit itemized bills, properly executed claim forms, vouchers, and such other necessary information or supporting documentation as may be required by the City of Albany in order to process payment.

SECTION 7: PROPOSAL EVALUATION:

- 7.1 Proposals shall remain valid until the execution of a contract by the City of Albany.

- 7.2 Proposals shall be examined and evaluated to determine whether each proposal meets the requirements of this Request for Proposals. A contract will be awarded to a proposer or proposers based on the following criteria:
- a. The proposer's demonstrated capabilities and professional qualifications;
 - b. The wherewithal of the proposer to render the requested services to the City;
 - c. The total proposed cost;
 - d. The completeness of the proposal.
- 7.3 The selection of a proposal will not be based solely on a cost evaluation. There will also be an evaluation of the proposer's understanding of the work required and approach to this project with considerable weight being given to experience in the areas required and proposer's track record.

SECTION 8: ALTERNATIVES:

- 8.1 Proposals may include alternative matters or items not specified or requested in this RFP. However, all such alternative matters or items must be listed separately from the proposal and the cost(s) thereof must be separate and itemized.

SECTION 9: INDEMNIFICATION:

- 9.1 The selected proposer or proposers will be required to defend, indemnify, and save harmless the City of Albany, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the selected proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses, and expenses.

SECTION 10: SPECIFICATION CLARIFICATION:

- 10.1 All inquiries with respect to this Request for Proposals shall be directed to the following individual: Michelina C. Wojton, Esq., Assistant Corporation Counsel, City Hall - Room 106, 24 Eagle Street, Albany, NY 12207.
- 10.2 All questions about the meaning or intent of the specifications shall be submitted in writing to the individual referenced above in Section 10.1. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than three (3) calendar days prior to the date of submission of proposals will not be answered. Only questions answered by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.

SECTION 11: MODIFICATION AND WITHDRAWAL OF PROPOSALS:

- 11.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.
- 11.2 If within twenty-four (24) hours after the proposals are opened, any proposer files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its proposal, that proposer may withdraw its proposal. Thereafter, that proposer will be disqualified from further proposal on the work.

SECTION 12: INSURANCE AND SECURITY REQUIREMENTS:

- 12.1 The selected proposer or proposer will be required to procure and maintain at his or her or their own expense the following insurance coverage, which must be issued by an insurer which is licensed to do business in the State of New York and which has an A.M. Best rating of not less than "A":
 - (a) Workers' Compensation and Employer's Liability Insurance: A policy or policies providing protection for the proposer's employees in the event of job-related injuries, to statutory limits.
 - (b) General Liability Insurance: A policy or policies of comprehensive general liability insurance with limits of not less than \$1,000,000.
 - (c) Professional Liability Insurance: A policy or policies of professional liability insurance with limits of not less than \$1,000,000.
- 12.2 Each policy of insurance required shall be in form and content satisfactory to the Corporation Counsel, and shall provide that:
 - (a) The City of Albany is named as an additional insured on a primary and non-contributing basis.
 - (b) The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Albany Corporation Counsel's Office. In addition, said policies shall be automatically renewed upon expiration and continued in force unless the City of Albany Corporation Counsel's Office is given thirty (30) days written notice to the contrary.
- 12.3 No contract will be signed and no services shall be commenced pursuant to this Request for Proposals until the selected proposer has delivered to the Corporation Counsel or his designee proof of issuance of all policies of insurance required by the Contract to be procured by the selected proposer. If at any time any of said policies shall be or become unsatisfactory to the City, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the City for approval. Upon failure of the selected proposer to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the City, be forthwith declared suspended, discontinued, or terminated. Failure of the selected proposer to procure and maintain any required insurance, shall not relieve the selected

proposer from any liability under the contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected proposer concerning indemnification.

SECTION 13: NON-COLLUSIVE PROPOSAL CERTIFICATE AND ACKNOWLEDGMENT:

- 13.1 Each proposer shall complete and submit with its, his, or her proposal the “Non-Collusive Proposal Certificate” and the “Acknowledgment” found on the two (2) pages which follow this page.

NON-COLLUSIVE PROPOSAL CERTIFICATE
PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-D

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

- (1) The prices in the proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Signature)

(Print Name and Title)

(Name of Partnership or Corporation)

(Date)

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

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

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

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

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

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

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