



**CITY OF ALBANY
DEPARTMENT OF
INFORMATION TECHNOLOGY**

**REQUEST FOR PROPOSALS
FOR THE PROVISION OF
DESIGN, DEVELOPMENT AND
HOSTING OF THE CITY OF
ALBANY GOVERNMENT WEBSITE**

**PROPOSALS DUE: APRIL 8, 2019
AT 2:00 PM**

RFP 2019-04

MARCH 6, 2019

City of Albany, New York

**REQUEST FOR PROPOSALS
FOR THE PROVISION OF
DESIGN, DEVELOPMENT AND
HOSTING OF THE CITY OF ALBANY
GOVERNMENT WEBSITE**

Proposal Number 2019-04
March 6, 2019

IMPORTANT NOTICE:

A restricted period is currently in effect for this Procurement and it will remain in effect until approval of the Contract. Proposers are prohibited from contact related to this procurement with any City of Albany employee other than the designated contacts listed below refer to:

Designated Contacts for this Procurement:

For Project Specific Clarifications:Mark L. Dorry, Chief Information
.....Technology Officer

For Public Procurement Process Clarifications:Angelica Kang, Esq.

PROJECT TIMELINE

RFP Release Date	March 06, 2019
Written Questions Due	March 22, 2019
Responses to Vendor Questions	March 29, 2019
Proposal Due Date	April 08 , 2019

SECTION 1: PURPOSE

- 1 The City is seeking the services of an experienced website design firm to re-design, develop, implement, and possibly host a website for the City. The City recognizes the importance of having a website that provides effective citizen engagement and communication and functions as a single source site of information for our constituencies.

The overall goal is to redesign the website to improve citizen engagement, to increase communication, and to provide transparency of government, to incorporate current website technologies, all with simple navigation. The City expects the vendor to re-engineer the site to better reflect the City’s emphasis on improving citizen engagement, communication and using the latest technology.

The City requires this website to be modern, functional, highly attractive and responsive. From the administrative perspective the site must be easy to update by users of varied technical expertise from individual departments.

Minority Business Enterprises and Women's Business Enterprises are encouraged to submit proposals.

SECTION 2: RECEIPT OF PROPOSALS:

- 2.1 Four (4) copies of the Proposal must be received in a sealed envelope marked "Proposal Enclosed – Web Site Design, Development and Hosting of the City of Albany" no later than **April 8, 2019 at 2:00 pm** at the following address:

Angelica Kang, Esq.
Assistant Corporation Counsel
City Hall - Room 106
24 Eagle Street
Albany, New York 12207
- 2.2 Each proposal submitted will be the document upon which the City of Albany will make its initial judgment regarding each proposer's qualifications, methodology, and ability to provide the requested 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 entity, firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the City, or participating in any selection interviews.
- 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 reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities, require supplemental statements or information from any responsible party, negotiate potential contract terms with any respondent to this RFP, have discussions with any respondent to this RFP to correct and/or clarify responses which do not conform to the instructions contained herein and to disregard all non-conforming, non-responsive or conditional proposals.
- 2.6 The City of Albany reserves the right to award the services, in whole or in part, to one or more entities, firms and/or individuals.
- 2.7 Any award of the services shall be conditioned on the later execution of a formal written contract. The City of Albany reserves the right to revoke or rescind any award at any time prior to the full execution of a formal written contract.

- 2.8 Respondents shall avoid submission of marketing materials.
- 2.9 All information submitted in response to this RFP is subject to the Freedom of Information Law (FOIL), which generally mandates the disclosure of documents in the possession of the City upon the request of any person unless the content of the document falls under a specific exemption to disclosure.

SECTION 3: QUALIFICATIONS OF PROPOSER:

- 3.1 Each proposer shall provide a maximum ten (10) pages (any resumes included) statement of qualifications including:
1. A brief history and description of the entity/firm submitting the proposal.
 2. Description of current technologies used to design and deliver solutions.
 2. Specify a project manager and contact person to coordinate the services for the City of Albany.
 3. A one page narrative as to the firm interest, particular abilities and qualifications related to this project.
 4. Resumes of Skilled Team – Vendor will supply a team of user experience, design and development professionals to supplement the development process led by the project manager. This team should include staff members skilled in local government website user experience, navigation and information architecture, local government website design, accessibility, and support and training of the content management system.
 5. Collaborative Effort – The website will be developed through the cooperation of the City of Albany and the vendor and facilitated under the supervision of a dedicated project management professional in the direct employ of the vendor.
- 3.2 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 RFP. Proposers shall promptly furnish all information and data for this purpose as may be subsequently requested by the City of Albany.
- 3.3 Proven Content Management System – The proposed content management software must be a proven platform for website development and local government website architecture. Development that is requested and approved by the City should be performed by the vendor with collaboration between the developer and the City.

SECTION 4: SCOPE OF SERVICES:

4.1 The City of Albany desires a website that provides electronic access to services and information with clean, obvious, and intuitive one- or two-click access to desired resources. Priority information includes forms and applications, processes and procedures, meeting information including agendas and minutes, policies, reservations, calendars, and other activities.

The design of the website should be welcoming and attractive, while meeting the needs of our community. The final version of the design should be a collaborative effort between the City of Albany’s team and the vendor, incorporating elements that effectively represent the City of Albany’s brand and image through a data-driven and consultative development process.

A. PROJECT REQUIREMENTS

The following table contains the functionality requirements for the project. Proposals should indicate how the numbered requirements are met. Applicants may opt to complete the table and attach to their proposal.

ID	TOPIC	OBJECTIVE	HOW VENDOR WILL FULFILL OBJECTIVE?
	Design		
1		Accessibility -Website design and associated elements should comply with best practice and current ADA standards.	
2		Consistent Website Design - Website design must remain functionally consistent throughout all pages to maximize usability. Exceptions where differentiating between departments or sections of the website may be requested by the City.	
3		Easy Updating - Design elements should include background images, photographs, logos and buttons that are easily updated or swapped out by our staff at any time and without incurring any additional implementation or update charges.	
4		Website Design & Content Ownership - Ownership of the website design and all content should be transferred to the City of Albany upon completion of the project.	
5		Design Overview – Website design must be visually appealing, incorporating the City’s colors and logo where appropriate.	
6		Design Process – The vendor shall develop an original design for the City of Albany and over a period of time during the development of the website,	

		consult with the City’s website redesign committee to make revisions and alterations to the vendor’s original design submission.	
7		Inventory – The vendor shall do an inventory of the City of Albany’s current website and map out the current hierarchy and assist the City of Albany to make determinations on what stays, what goes, and what new prices are needed	
	Website Development & Go-Live		
8		The vendor should define their process for preparing content, development of the actual website and preparing for the go-live date. It should be clear what will occur in each phase and identify both vendor and client deliverables.	
	Responsive Website	The solution should be able to preview the mobile view across different devices and the ability to design and customize a better user experience for mobile users by allowing us to move, hide and reorder content to create an optimized mobile view of our website. Responsive site creation that includes, but not limited to:	
9		Creation of responsive templates	
10		Creation of fluid grids	
11		Navigation redesign	
12		Taxonomy and site map	
13		Image adjustments	
14		Mobile page preview for smartphones, tablets and other devices	
15		Ability to adjust or modify responsive views on individual pages or templates	
	Content Management System (CMS)	The vendor’s content management system (CMS) should be a web-based application that provides the core of the entire development process, being both the platform for development and the tool by which system administrators and contributors can update the new website. The CMS may feature plug-in applications or modules that enhance the functionality of the website, though core features should center around ease-of-use, flexibility and, for ongoing stability. The preferred CMS will allow non-technical content contributors the following abilities:	
16		Administrative Dashboard – The administrative	

		portion of the CMS shall be accessible for all content contributors and feature a customizable interface that displays critical shortcuts, on-site items that require attention, recent activity logs, etc.	
17		Automatic Sitemap – The CMS should automatically create and update a sitemap and on-page breadcrumbs when content is added, edited or removed from the site.	
18		Content Expiration – Notification of expiration of site content shall be received by content owners through notifications available via the CMS, including a dashboard administrative display and e-mail notifications. The dashboard should also detail the dates for when specific content was last updated and allow for notifications when certain time periods are reached.	
19		Content Management – A way to add, edit and move content directly on an assigned webpage without the need to utilize or be trained on a back-end administrative system.	
20		Content Preview – Content publishers must have the ability to preview changes prior to publishing on the site.	
21		Content Scheduling – Content added to the site, whether as part of page content or additions to plug-in applications or modular elements shall feature delayed posting and automatic expiration abilities.	
22		Hyperlinking – Users who wish to add simple links – either internal or external – should be provided with an option to do so through an automatic hyperlinking option.	
23		Menu Updates – Content publishers should be able to add and update menu items if assigned the appropriate permission level.	
24		Online Help and Training Videos – Access to support materials including, but not limited to: online training manuals, support FAQs, customer support, forums, etc. forums, instructional videos,	
25		Page Templates - Content publishers must have the option to use pre-created page templates to assist in the formatting and development of new content.	
26		Widget Support - Content publishers should have the ability to place widgets or content blocks on page	

		templates that serve specific purposes and streamline the template building process. Widgets can represent any key function such as calendars, directory, e-notification, FAQs, search, etc.	
27		Template Sharing - Content publishers must have the option to share templates with and use templates from a wider community pool which shares consistent page development.	
28		PDF Conversion – Ability to convert documents to PDFs via an included PDF conversion tool.	
29		Spell Check – Editor should include spell-check functionality.	
30		WYSIWYG Editor – The CMS must have an advanced WYSIWYG rich text editor for content additions and updates that, while allowing flexibility for higher-end content contributors, is simple and straightforward, giving basic content contributors a basic set of fewer options to alter established site styles.	
31		Support Access – Trained content creators of the CMS shall have access to live support via e-mail or phone during vendor’s normal business hours.	
	Content Management System (CMS) Administrative Features		
32		Approval Workflow – The ability to manage administrative access to the site through a permission system that defines in-system rights and workflows including content approval for both general content and modular applications that are included as a part of the CMS. Administrators should be able to define the workflow, assign the workflow to content groups and content types, and assign users to workflow rules.	
33		CMS Activity Reporting – A report detailing all changes and activity taking place on the website through content contributors and administrators, which can be filtered by start and end dates, times, by content type and by action taken, and be exportable.	
34		Content Categories – Administrators should have the ability to create content categories within CMS applications and modules and edit the parameters for categories.	
35		Emergency Live Support – Designated	

		administrators should have access to live support for emergencies. Please specify the timeframes for emergency support.	
36		Login History – A separate history report detailing user login history, including the user type, the date and time of the attempted login, the IP address of the user and whether or not the login attempt was successful.	
37		Menu Administration – Administrators should have the ability to add, edit, update and move menu items, affecting overall site structure and organization.	
38		Permissions – The permission system shall be divisible into both user administration	
39		User-friendly URLs – System should allow for creation of user-friendly URLs	
40		Broken Link Review – An administrative center for reviewing quality assurance, including detailing broken links on the website, including the referring page location so that links can be corrected.	
41		Infinite Menu Levels – An infinite menu level system that allows the addition of an unlimited number of menu levels.	
42		Infinite Page Structure – An infinite page structure system that allows the addition of an unlimited number of pages.	
43		SSL Certificate – If necessary, one or more SSL certificates to encrypt data contained in site transmissions.	
44		Website Analytics – An administrative center for reviewing, filtering and exporting overall website statistics, including the ability to view statistics by page or section and presenting the information in a graphical representation.	
45		Active Directory Integration – An optimal solution would have Active Directory integration for authentication.	
46		Advanced Site Search – Provide an internal site search that: Users able to sort search results by date, content, title or relevance; users able to filter by type of content and easily apply advanced search techniques, such as Boolean, if desired.	
47		Blogging – Allows the creation of multiple blogs to be used by different individuals or departments within our organization. Blogging functionality that includes the ability to tag or categorize posts, include a	

		calendar and commenting functions.	
	Content Management System (CMS) Core Features		
48		Calendar – Quick and easy user access to add, import, export and update calendar listings, with editing methods available through a direct, front-end interface or a robust back- end interface.	
49		Contact Us Form – Capability for citizens to contact City of Albany staff through the use of a “contact us” form on the site for each division and department.	
50		Department/Division Pages – A-Z Guide and Department/Division pages for navigating the site will be available, but as a secondary option; primary site organization will be citizen centric and function based.	
51		Document Archive – A document archive for specified categories of documents with built-in filtering abilities and search capabilities.	
52		E-Notifications – A tool that provides a sign-up box allowing users to add their email addresses to receive important notices. Users should be able to set their preferences and should have their sign-up validated via a confirmation email.	
53		E-Newsletter – E-newsletter tool functionality.	
54		Embedded Audio/Video/Media and Social Media – Easy embedding of audio, video, media and social-networking applications with associated embed codes.	
55		Emergency Alert – Easily visible and changeable emergency alert notifications that link to critical on-site information.	
56		Emergency Home Page – Ability to create and easily swap out home page for emergencies, voting results or other short-term purposes.	
57		FAQ Tool – A FAQ application that allows an unlimited number of FAQ categories or types to be added to the site, with an unlimited number of items allowed to be added within each individual category.	
58		Form Creator – An online form development tool for the City to develop interactive forms: Ability for citizens to complete and submit forms electronically. Method by which form data is stored in a database and can be exported in a usable format from the CMS.	

59		iFrame Functionality – iFrame functionality to seamlessly embed other documents within any HTML page. Examples of embedded content include videos, third party applications, 3 rd party payment providers, etc.	
60		Language Translation – Functionality to have multiple language translations.	
61		Online Payments – Integrated online payment functionality where transaction information can be directly transmitted securely to a third-part vendor who would then process the credit card or e-check, and remit the funds into a specific bank account. Transactions should be logged into a local database for reconciliation and reporting purposes. For security purposes, credit card and confidential financial information should not be stored on the system. The solution should integrate with online forms.	
62		Online Polling – The ability to create and provide a poll on the website. Depending on the poll settings, the poll will appear on the public website inside a polls widget. The functionality to add edit, import, export and copy the poll. Admins should be able to define poll categories and capture/display poll results.	
63		RSS Feeds – RSS feeds to keep users and subscribers up-to-date on important events, news and announcements from the website with the ability to subscribe from any RSS reader.	
64		Social Media Integration – Integrate Twitter and Facebook feeds and other social tools, including the ability to comment on specific pages and/or events through social media.	
65		Staff Directory – A staff directory with unlimited levels of divisions, departments and groups, with options for expanded staff biographies and images; e-mail addresses associated with directory listings shall be automatically obscured from automated e-mail collection methods.	
66		RFP Posts – RFP postings where RFPs can be posted along with amendments and updates. RFPs should be schedulable and should have the capability to automatically expire on a certain date to ensure that the site is always up-to-date.	
	Technology Requirements		
67		Browser Support – The City is looking for the new	

		website to support mobile and desktop versions of Apple Safari, Google Chrome, Microsoft Internet Explorer and Edge, and Mozilla Firefox. The site should support all versions of the browsers that have been released within the last 4 years.	
68		DDoS Mitigation – The hosted solution should protect the website against Distributed Denial of Service (DDoS) and other cyberattacks, and should be able to detect and mitigate malicious traffic within seconds.	
69		System Uptime Guarantee – The hosting platform should have a guaranteed uptime of 99.9% and be backed by a Service Level Agreement (SLA).	
70		Hosting Data Center and Backup Data Center – The hosting platform must be in a certified data center with multiple layers of security access, redundant ISP providers, backup power and redundant generator, and firewall protection.	
71		CMS Recommendation – The City is looking to have the vendor recommend a content management system. Explain your firm’s experience utilizing recommended CMS in combination with responsive websites.	
72		Web and Database Servers – explain the web server and SQL database server configuration that will be used.	

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period for the service contemplated by this RFP will be two (2) years. The City reserves the right to extend the agreement for three (3) additional one-year (1) periods upon budget approval.
- 5.2 The selected proposer(s) will be required to execute a contract with the City of Albany. A sample City of Albany Professional Services Agreement is available upon request. The City of Albany will have the right to terminate the contract at any time, with or without cause, upon thirty (30) days’ written notice.

SECTION 6: CONTRACT TERMS AND CONDITIONS:

6.1 Award of a contract is conditioned upon the execution of a formal written agreement with the City of Albany. The City reserves the right to rescind or revoke any award prior to the execution of a formal written agreement. Standard contract clauses to be included in the City agreement for professional implementation services include, but are not limited to the following:

Payment Terms

6.1.1 Payment for the Software Licenses and for the implementation services rendered pursuant to any agreement resulting from this RFP shall be made in amounts and at times set forth in the resulting agreement (the "Agreement"). Implementation services will be paid on a fixed, not-to-exceed basis as described, only on a deliverable completion basis, meaning the City will pay only when the Vendor(s) has satisfactorily completed mutually agreed upon payment deliverables. In addition, the City reserves the right to apply a retention rate of ten percent (10%) to all service payments, with such retention being released on final acceptance of the entire system, which will be defined during the contract negotiation phase.

6.1.2 A purchase order will be issued, and all invoices must reference the purchase order number. Payment shall be made upon receipt of original invoice(s) in accordance and in conformity with payment dates for bills and claims as established by the City. Prior to payment, the Vendor(s) must submit an original dated itemized invoice of services rendered. (Photographs or facsimiles of invoices will not be accepted.) Any reimbursement for expenses, as allowed in the Agreement and that are included in the invoice(s), must be supported with attached original billings for such expenses.

SECTION 7. PROPOSAL

7.1 Address the Scope of Services referenced in Section 4 above, including a detailed work plan and project approach that includes task definitions and methodology, milestones, and project schedule. Proposals must include the following:

References

Describe your experience in delivering successful projects for the municipal government market including:

- a. Experience with organizations located within the State of NY.
- b. Name of municipality.
- c. Contact information of personnel involved in the project.
- d. List of features/capabilities and services delivered.
- e. Overall project budget amount and project duration.
- f. Site URL.

Please provide at least 3 successful projects for municipalities of the City's size and economic sphere.

- a. Name of municipality.
- b. Contact information of personnel involved in the project.
- c. List of features/capabilities and services delivered.

- d. Overall project budget amount and project duration.
- e. Length of business relationship (e.g. 3 years after initial design and implementation)
- f. Site URL.

If your organization does not have experience with delivering projects in the municipal governmental market, describe any related work performed for governmental agencies or other governmental clients. Please include:

- a. Name of agency or client.
- b. Contact information of personnel involved in the project.
- c. List of features/capabilities and services delivered.
- d. Approximate project budget amount and project duration.
- e. Length of business relationship (e.g. 3 years after initial design and implementation)
- f. Site URL.

Proposal Terms

Proposed agreement structure to include:

- a. Initial contract length and conditions.
- b. Renewal options.
- c. Hosting service level agreement.
- d. Support plan scope, terms, levels of service, service level agreement (SLA).
- e. Non-disclosure agreement (NDA) term and conditions.
- f. Description of project acceptance criteria, terms, and remediation procedures.
- g. Description of change order criteria, process and terms.

Project Plan

- a. Identification of any sub-contractors that will participate in the development, training, or hosting of the website.
- b. Identification of any third-party applications, services, or contractors necessary in order to provide a coherent end product that the proposer recommends be utilized in their proposed website. These components should be addressed in the schedule and budget.
- c. Project milestone dates.

Note: It is understood that this project may require multiple iterations of review and approval, and that the initial start and end dates for the following project milestones may change.

- i. Initial design consultation
- ii. Completion of design concept for presentation to City
- iii. Completion of website prototype
- iv. Prototype testing period
- v. Gap/fit determination and remediation
- vi. Training (Administrator, general user)
- vii. Go live date

d. Training plan for administrators and staff

e. Description of technologies used to design and deliver solution.

SECTION 8: COST PROPOSAL:

8.1 Project Budget

- a. Detail the project budget into one-time and recurring/future cost elements
- b. One-Time Costs:
 - i. Web Site Redesign:
 1. Site Development (navigation layout, content migration, graphics standards, and elements)
 2. Third-party applications or plugins costs
 3. Additional costs related to site re-design and deployment
 - ii. Staff Training
- c. Recurring/Future Costs:
 - i. Maintenance and Support
 - ii. Estimated future site “refresh”
 - iii. Software or other license fees
 - iv. Expected monthly site fees

8.2 Clearly set forth in detail any and all additional expenses for which you expect to be reimbursed. The proposal must, however, provide a guarantee that no additional fees will be charged to the City of Albany without prior written consent by the City.

SECTION 9: PROPOSAL EVALUATION:

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

9.2 Proposals shall be examined and evaluated by the Corporation Counsel's Office and the Department of Information Technology to determine whether each proposal meets the

requirements of this RFP. A recommendation will be made to the Mayor for a contract award based on the following criteria:

- * Proposer's demonstrated capabilities, professional qualifications, and experience in providing design, development and hosting of the City of Albany Government Website.
- * The wherewithal of the proposer(s) to render the requested services to the City in a timely fashion.
- * Total proposed cost.
- * Completeness of the proposal.

9.3 The selection of a proposal will not be based solely on a monetary evaluation. Considerable weight will be given to the experience in the areas required and the track record of the proposer(s).

SECTION 10: ALTERNATIVES:

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

SECTION 11 INDEMNIFICATION:

11.1 The selected proposer 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 12 SPECIFICATION CLARIFICATION:

12.1 All inquiries with respect to this Request for Proposals shall be **in writing** directed to the following address:

For project specific clarifications:

Mark L. Dorry
Chief Information Technology Officer
City Hall, Room 93
24 Eagle Street
Albany, New York 12207
E-mail:mdorry@albanyny.gov

For public procurement process clarifications:

Angelica Kang, Esq.
Assistant Corporation Counsel
Department of Law
City Hall, Room 106
24 Eagle Street
Albany, New York 12207
Phone:(518) 434-5050
E-mail:akang@albanyny.gov

12.2 All questions about the meaning or intent of the specifications shall be submitted **in writing**. Replies will be posted via the City's website: <http://www.albanyny.gov/NewsandEvents/RFPs.aspx>, along with the electronic version of this RFP. Questions received less than four (4) business 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.

12.3 In addition, any changes, additions or deletions to this RFP will also be posted on the City's website: <http://www.albanyny.gov/NewsandEvents/RFPs.aspx>, along with the electronic version of this RFP. Respondents are urged to check the City's website frequently for notices of any clarification of or changes, additions, or deletions to this RFP.

OTHER THAN THE CONTACT IDENTIFIED ABOVE, PROSPECTIVE RESPONDENTS SHALL NOT APPROACH THE CITY'S EMPLOYEES DURING THE RESTRICTED PERIOD OF THIS RFP PROCESS ABOUT ANY MATTERS RELATED TO THIS RFP OR ANY QUALIFICATIONS SUBMITTED PURSUANT THERETO.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS:

- 13.1 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.
- 13.2 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 and the proposal security will be returned. Thereafter, that proposer will be disqualified from further proposal on the work.

SECTION 14: INSURANCE AND SECURITY REQUIREMENTS:

- 14.1 The selected proposer will be required to procure and maintain at its own expense the following insurance coverage:
- (a) Workers' Compensation and Employer's Liability Insurance: Must show evidence of Worker's Compensation insurance at State statutory limits, a policy or policies providing protection for employees in the event of job-related injuries;
 - (b) Commercial General Liability (CGL): A policy or policies of comprehensive general liability insurance of general liability limits of \$1,000,000 per occurrence/\$2,000,000 aggregate;
 - (c) Errors and Omissions/ Professional Liability Insurance: A policy or policies of errors and omissions insurance with limits of not less than one million dollars (\$1,000,000.00). Said insurance must be issued by an insurer licensed to do business in the State of New York and must have an A.M. Best rating of not less than "A"
 - (d) Excess/Umbrella Insurance: A policy or policies of insurance with limits of \$2,000,000 per occurrence/\$2,000,000 aggregate.
 - (e) Cyber Liability Insurance: Must show evidence of Cyber Liability Insurance with not less than \$1,000,000 per occurrence and \$1,000,000 aggregate limits.
 - (f) Automobile Liability Insurance: : In the event that Respondent is using a vehicle in business, a policy or policies of comprehensive automobile liability insurance with limits of not less than \$1,000,000 for each accident because of bodily injury, sickness, or disease, including death at any time, resulting therefrom, sustained by any person caused by accident; and a policy or policies with limits of not less than \$1,000,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobiles, including owned, non-owned and hired.
- 14.2 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 named 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.
 - (c) The insurance policies shall be automatically renewed upon expiration and continued in force unless the City of Albany Corporation Counsel's Office is given sixty (60) days written notice to the contrary.

- 14.3 No work shall be commenced under the contract 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, this 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 15: NON-COLLUSIVE PROPOSAL CERTIFICATE AND ACKNOWLEDGMENT:

- 15.1 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.

SECTION 16: PROCUREMENT FORMS AND REQUIREMENTS:

- 16.1 Additional requirements for this RFP are described below. Relevant statements, where required to be submitted, must be executed and included in the submission in the following order: 1. Iran Divestment Act Statement and 2. Non-Discrimination and Diversity Requirements.
- 16.2 Iran Divestment Act: By submission of a bid in response to this Bid request, “*each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.*” The list in question is maintained by the New York State Office of General Services. For further information and to view this list please go to: <http://www.ogs.ny.gov/about/regs/ida.asp>. If in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. A political subdivision may award a bid to a bidder who cannot make the certification pursuant to paragraph a of N.Y. General Municipal Law § 103-g on a case-by-case basis.
- 16.3 Non-Discrimination and Diversity Requirements: Pursuant to Federal laws and regulations, the New York State Executive Law Article 15-A and the City of Albany General Code Chapter 48, Article III Omnibus Human Rights Law, the City recognizes its obligation under the law to prevent discrimination on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency and to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and

the employment of minority group members and women in the performance of City contracts.

In furtherance of these rules and principles, the City of Albany highly encourages the participation of certified minority- and women-owned business enterprises (“MWBE”) at the City’s goal levels and the employment of minority groups’ members and women in the performance of its contracts. The City of Albany hereby notifies all Consultants submitting a proposal that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency in consideration for award.

Further, by submission of a bid in response to this Bid request, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that:

“The respondent/contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The respondent/contractor will not participate directly or indirectly in the discrimination prohibited by the federal, state and local laws and regulations, including employment practices. In all solicitations, either by competitive bidding, or negotiation made by the respondent/contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the respondent/contractor of the respondent/contractor’s obligations under this Statement and the federal, state and local laws and regulations relative to Non-discrimination on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency.”

SECTION 17: SUBMISSION REQUIREMENTS:

17.1 All Proposers shall be required to submit a complete proposal. As outlined in this RFP, all proposals shall include the following:

- A) Statement of Qualifications as outlined in Section 3.
- B) Cost Proposal as outlined in Section 6.

- C) Non-Collusive Proposal Certificate and Acknowledgment Form as outlined in Section 13.
- D) An acknowledgment of understanding that by submitting a bid the proposer certifies under penalty of perjury the above Iran Divestment Act statement, as outlined in Section 14.2 and the Non-Discrimination and Diversity statement, as outlined in Section 14.3.

17.2 Failure to include all of the above items may result in the proposal being considered nonresponsive.

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.

(date)

(signature)

(name and title)

(name of firm)

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

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

On this _____ day of _____, 2019, 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 (or they severally) acknowledged to me that he/she (or they) executed the same.

Notary Public, State of _____

If Corporation:

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

On this _____ day of _____, 2019, 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 _____

If Partnership:

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

On this _____ day of _____, 2019, 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 _____