



Edwin J. Day, County Executive

TITLE: COMMERCIAL REAL ESTATE BROKER SERVICES

RFP NUMBER: RFP-RC-2015-35

## Department of General Services Purchasing Division

# Request for Proposal

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

**Closing date for the Request for Proposal is 3:00 pm, local time, on October 29, 2015.**

### **PRE-PROPOSAL MEETING**

A pre-proposal meeting will be held as detailed below. Attendance may or may not be mandatory. A transcript of the questions and answers will be distributed, to all attendees and proposers who have returned the Receipt Confirmation Form. Verbal questions will be allowed at the meeting. However, questions of a complex nature, or questions where the proposer requires anonymity, should be forwarded in writing to the County prior to the meeting.

**A Pre-Proposal Meeting has not been scheduled for this solicitation.**

### **QUESTIONS**

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

Paul J. Brennan, CPPO  
Director of Purchasing  
Department of General Services – Purchasing Division  
50 Sanatorium Road, Building A, 2<sup>nd</sup> floor  
Pomona, NY 10970  
[purchasing@co.rockland.ny.us](mailto:purchasing@co.rockland.ny.us)  
Telephone: 845-364-3820  
Telefax: 845-364-3809

Deadline for submission of questions is October 26, 2015 at 12 PM. 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 provide Commercial Real Estate Broker Services. It is anticipated that this RFP may result in a contract award to a single contractor.

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

### **BACKGROUND**

The County of Rockland is hereby issuing a Request for Proposals (RFP) from licensed qualified commercial real estate brokers located and authorized to do business in the State of New York to provide sale brokerage services in connection with the Sain Building, 18 New Hempstead Road, New City, NY 10956. The property consists of a six story, 40,000+ square foot office building and approximately a 3.5 acre parcel of H1 zoned land and is designated on the Rockland County tax map as C 43.15-1-47 (2.8 acre parking area) & C 43.15-1-45 (.89 acre lot with the office building). The property has frontage along New Hempstead Road, in downtown New City, NY.

The County invites qualified real estate brokers to submit proposals in accordance with the requirements outlined in this Request for Proposal ("RFP").

### **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 the Department of Finance – Real Property Tax Services. The reference number for the transaction is Solicitation # RFP-RC-2015-035. 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 shall be submitted electronically through the Empire State Purchasing Group's Bid Notification System (BidNet). Please refer to the separate attachment titled: Proposal Submittal Procedures for instructions on submitting your proposal electronically. Alternatively, One (1) copy of the Proposal and an electronic copy on cd-rom or thumb drive can be submitted in a sealed envelope at the Purchasing Division Office by the posted due date and time.

When submitting (uploading) a proposal electronically through the Empire State Purchasing Group's Bid Notification System, 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. **Proposals are required to be**



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**RFP NUMBER: RFP-RC-2015-35**

**uploaded in a single Pdf., searchable file, minus the Cost Proposal section.**

Cost Proposals are to be submitted (uploaded) in a separate Pdf. file. If submitting a hard copy proposal the cost proposal shall be contained in a separate sealed envelope. Failure to submit cost proposals separately may result in your proposal being determined non-responsive. Inclusion of any cost or pricing data within the detailed proposal response may also result in your proposal being determined non-responsive.

**LENGTH OF CONTRACT**

The Contract resulting from this RFP will be for a period of six months or the date of the closing, whichever occurs first. The County reserves the right to extend the contract for up to two (2) additional six month terms.

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.

**PRICE GUARANTEE PERIOD**

The proposed price and/or hourly rates shall remain firm through the first contract period with no adjustments allowed. If the County exercises any of the option terms of the contract, the original price shall remain the same.

**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)



Edwin J. Day, County Executive

**TITLE: COMMERCIAL REAL ESTATE BROKER SERVICES**

**RFP NUMBER: RFP-RC-2015-35**

to the Hon. Edwin J. Day, County Executive, 11 New Hempstead Road, New City, NY, 10956 (FAX: 845-638-5856). The protest shall be submitted within three calendar days after such aggrieved person knows or should have known of the facts giving rise thereto. The County Executive or his designee will respond to these protests within ten (10) business days.

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

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

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

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

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.

**STATEMENT OF OBJECTIVES**

Rockland County is seeking a qualified Real Estate Broker to assist in the sale of the County owned property located at 18 New Hempstead Road, New City, New York 10956 currently housing various administrative offices. It is the intent of Rockland County, through this RFP, to select a qualified broker with a proven track record who will work diligently to obtain the highest return to the County.

This Request for Proposal is an opportunity for a qualified, New York State Licensed Real Estate Broker to submit a detailed outline of how they will develop, manage and execute a marketing strategy for the sale of the 18 New Hempstead Road property. This outline should include execution plans for, but not limited to:

- An investigative phase compiling property information such as existing surveys, floor plans, environmental, zoning and inspection reports, layout and property boundaries, building condition analysis and comparable property sales within the last 12 months.
- Specific plans for marketing the building both locally and out of the area with a timeline of expected implementation, methods of marketing with expected returns on each, target markets to attract the best match for the property and recommendations of pricing.
- Developing a property specific marketing strategy including sales brochures and advertisements highlighting the marketable features that will attract and appeal to prospective buyers. The advertisement should be creative and inviting and not only focus on the features and benefits of the property, but also on Rockland County as a whole.
- A Negotiation phase with specific procedures for the way information will be communicated to the County, predetermined negotiation terms, handling of site visits and time frames of what to expect.

**PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS**

Proposals shall set forth the following information:

**A. General Information**

1. Name of Applicant, address(es) of Applicant's business offices, location of office or offices that will provide services to the County, and names of Applicant's primary and alternate contact persons and their contact information.
2. A general overview and history of Applicant, including the number of years in business and total number of employees.

**B. Reputation and Integrity**

1. A brief statement regarding the integrity and reputation of Applicant and its employees, including whether in the last 10 years Applicant or any of its partners or senior officers has been the subject of any criminal conviction or any final non-appealable civil judgment for malfeasance (including actions or proceedings by governmental authorities).

2. A brief statement regarding whether Applicant has been the subject of any investigation by any governmental authority, regulatory authority, licensing body or trade group or association within the last 10 years.
3. Curriculum vitae (Resume) of the licensed persons assigned by Applicant.

**C. Expertise**

1. A statement of Applicant's qualifications and experience in performing work required, including summary of comparable projects, project dates and references. A listing of a minimum of three (3) references from companies or organizations where services similar in scope were performed. The reference should include company name, contact person, address, phone number, date and description of property sold, asking price and sale price. Proposals should also include a summary of the broker's proven track record over the last twelve (12) months including comparison of asking price to sales price, average time of sale and any other factors the broker feels may be of value to the County.
2. Experience with public sector properties.
3. Number of New York State counties or other governmental entities for which your firm has performed services.
4. Copy of Real Estate Brokerage License.

**D. Potential Conflicts of Interest**

1. A list of all employees of Applicant or any parents, subsidiaries or affiliates of Applicant who are related by blood or marriage to any County employees and/or who are living in the same household as any County employee.
2. A list of all employees of Applicant or any parents, subsidiaries or affiliates of Applicant who were previously employed by the County.
3. A list of all County employees previously employed by Applicant or any parents, subsidiaries or affiliates of Applicant.
4. Indicate whether Applicant or any parents, subsidiaries or affiliates of Applicant have been involved in litigation against the County and/or its properties within the last 10 years as a party, witness or otherwise.
5. The names of all persons or entities, if any, asserting claims against the County and/or its properties for whom Applicant is currently performing work.
6. A brief statement regarding whether Applicant has previously provided services to the County, including whether Applicant has any financial interest in any organization that has contracted to provide services to the County.

**E. Fees**

1. Please outline the fee structure for the services to be performed. Include a draft copy of the Commission Agreement outlining the scope of services and total costs to the County. All fees must be deemed earned and payable as, if and when title closes to a ready, willing and able purchaser pursuant to a contract of sale brought about by the efforts of the Applicant. The County is in search of the most qualified, most ethical and most dependable broker with a competitive rate who proves to be the best value for the County.

**F. Miscellaneous**

1. A list of Applicant's top five clients (in terms of revenue) for each of the last three years.
2. Brief information on marketing strategy for this property including copies of advertisements and sales/leasing brochures. A draft advertisement for soliciting prospective buyers and/or tenants.
3. A list of all competing projects listed for sale or lease by your firm in Rockland County.
4. Please provide a summary of your firm's professional liability insurance coverage.
5. Set forth the facts sufficient to demonstrate that Applicant is an equal opportunity employer and complies with all relevant federal, state and municipal equal employment opportunity and non discrimination laws, regulations and executive orders. Applicant may attach hard copies of any equal employment opportunity policy statements or other relevant official firm documents.
6. Any additional pertinent information not already provided in the Proposal.

**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: Required Forms
- Section VII: Exceptions to the RFP or Terms and Conditions

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



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**RFP NUMBER: RFP-RC-2015-35**

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 detailed under Statement of Objectives and Proposal Requirements & Company Qualifications.

3. **Value-Added Considerations.** Offeror may include any relevant services or products that will be provided to the County which is 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: Cost 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. **Required Forms.** The following forms are required to be submitted with each proposal response:

- a. Affidavit of Disclosure of Political Contributions
- b. Certification Regarding Affirmative Action Plan and Business Dealings in Northern Ireland
- c. Past and Present Performance Information Form for a minimum of three references
- d. Disclosure of Supplier Responsibility Statement
- e. Supplier Information Page

7. **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.



Edwin J. Day, County Executive

TITLE: COMMERCIAL REAL ESTATE BROKER SERVICES

RFP NUMBER: RFP-RC-2015-35

### COST PROPOSAL

FEE	Amount/Percentage
Commission Fee Percentage payable at closing	
Additional (if any) Costs Associated with specified Broker services	

Print Name: \_\_\_\_\_  
Name of person responsible for responding to this solicitation

**By signing this solicitation, I acknowledge that I have downloaded, read, and accept the Terms and Conditions for this solicitation**

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

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

Direct Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

acknowledge the receipt of \_\_\_\_\_ addendums

Date: \_\_\_\_\_

Cost Proposals are to be uploaded as a separate attachment to your RFP response or enclosed in a separate envelope. 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.



Edwin J. Day, County Executive

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**RFP NUMBER: RFP-RC-2015-35**

### **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.

The County is not bound to accept the lowest-priced Proposal. Upon selection of an Offeror, the County will seek to enter a contract with the Offeror as promptly as possible, subject to approval by the County Legislature.

<b><u>WEIGHT</u></b>	<b><u>EVALUATION CRITERIA</u></b>
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400 Points	Cost / Proposed Fees
200 Points	Demonstrated expertise and ability to satisfy the scope of work/statement of objectives.
150 Points	Demonstrated qualifications and expertise of staff proposed for this project.
150 Points	Demonstrated they are licensed and in good standing in the State of New York
100 Points	References for similar projects.

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.



Edwin J. Day, County Executive

**TITLE: COMMERCIAL REAL ESTATE BROKER SERVICES**

**RFP NUMBER: RFP-RC-2015-35**

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

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

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

### **ACCEPTANCE OF PROPOSALS**

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

### **ACCEPTANCE OF TERMS**

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

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

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

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

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

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

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

### **AWARD OF CONTRACT**

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

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

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



Edwin J. Day, County Executive

**TITLE: COMMERICAL REAL ESTATE BROKER SERVICES**

**RFP NUMBER: RFP-RC-2015-35**

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

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

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

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

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

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

Offeror shall notify County immediately upon receipt by Offeror of any request by anyone other than County for, or

any inquiry related to, Confidential Information. Offeror is not prohibited from disclosing portions of Confidential Information if, and to the extent that, (i) such portions have become generally available to the public other than by an act or omission of Offeror, or (ii) disclosure of such portions is required by subpoena, warrant or Court order; PROVIDED, however, that in the event anyone other than County requests all or a portion of Confidential Information, Offeror shall oppose such request and cooperate with County in obtaining a protective order or other appropriate remedy unless and until County in writing waives compliance with the provisions of paragraphs 18 and 19 or determines that disclosure is legally required. In the event that such protective order or other remedy is not obtained, or County waives compliance with paragraphs 18 and 19 or determines disclosure is legally required, Offeror shall disclose only such portions of Confidential Information that, in the opinion of County, Offeror is legally required to disclose, and Offeror shall use its best effort to obtain from the party to whom Confidential Information is disclosed written assurance that confidential treatment will be given to such portions of Confidential Information as are disclosed, to the extent permitted by law.

Offeror shall obtain from each subcontractor of Offeror, and if requested by County from the directors, employees, agents, successors, assignees or representatives of any such subcontractor, a Confidentiality Agreement running to the benefit of County, substantively identical to paragraphs 18 and 19, prior to the performance of any of the Services in connection with this Agreement. Offeror's obligations under paragraphs 18 and 19 shall survive the completion of Services under or the expiration or termination of this Agreement.

#### **CURRENCY AND TAXES**

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

#### **DEBRIEFING**

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

#### **DEFINITION OF CONTRACT**

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

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

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

#### **FAILURE TO PERFORM**

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



Edwin J. Day, County Executive

**TITLE: COMMERICAL REAL ESTATE BROKER SERVICES**

**RFP NUMBER: RFP-RC-2015-35**

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

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

#### **FINANCIAL STABILITY**

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

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

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#### **FIRM PRICING**

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

#### **FUNDING**

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

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

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

#### **GOVERNING LAW**

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

#### **HIPAA**

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

**INDEMNIFY AND HOLD HARMLESS**

Offeror agrees to defend, indemnify and hold harmless County and its respective officers, employees and agents from and against all claims, actions and suits and will defend County and its respective officers, employees and agents at its own cost and at no cost to County in any suit, action or claim including appeals for personal injury to or death of any person or loss or damage to property arising out of or resulting from the activities or omissions of Offeror to the fullest extent permitted by law. These indemnification provisions are for the protection of County and its respective officers, employees and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this Agreement.

**INDEPENDENT CONSULTANT**

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

**INJURY, PROPERTY DAMAGE**

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

**IRAN DIVESTMENT ACT**

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

**LABOR DISRUPTIONS**

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

**LABOR LAW AND EXECUTIVE LAW**

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

**LIABILITY OF ERRORS**

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



Edwin J. Day, County Executive

**TITLE: COMMERICAL REAL ESTATE BROKER SERVICES**

**RFP NUMBER: RFP-RC-2015-35**

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

This Agreement shall be deemed executory to the extent that the monies are appropriated in the current budget of County for the purposes of this Agreement, and no liability shall be incurred by County, or any department, beyond the monies budgeted and available for this purpose. The resulting Agreement is not a general obligation of County. Neither the full faith and credit nor the taxing power of the County is pledged to the payment of any amount due or to become due under this Agreement. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement. This Agreement shall not be effective unless the monies to be paid hereunder by County are appropriated in County's budget.

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

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

#### **NEGOTIATION DELAY**

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

#### **NO ASSIGNMENT**

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

#### **NOTIFICATION OF CHANGES**

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

#### **OFFERORS' EXPENSES**

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

#### **OWNERSHIP OF PROPOSALS**

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

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

Notwithstanding any other provision herein to the contrary:

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

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

#### **PAYMENT HOLDBACK**

The County shall not pay the total contract price until the requirements outlined in this RFP have been met. Any

holdback amount will be decided as part of the contract negotiations, or as specified in the RFP.

**PAYMENT TERMS**

County agrees to pay Offer and Offeror agrees to accept the maximum sum not to exceed the dollar amount as itemized on the Schedule "A" of the resulting contract as its entire fee as compensation for the services rendered and performed by Offeror. Offeror shall not be entitled to any payment or monies unless the services rendered and performed by Offeror as set forth in the resulting contract are acceptable to County. All out-of-pocket and other expenses incurred by Offeror in connection with the performance of the professional services under the resulting Agreement shall be borne solely by Offeror. To request payment, Offeror shall submit to County an invoice and properly completed voucher form.

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

**PROPERTY TAX DEBT**

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

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

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

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

**QUOTES FROM THE MARKETPLACE**

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

**REQUEST FOR PROPOSAL DATES**

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

**SHORTLIST**

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



Edwin J. Day, County Executive

**TITLE: COMMERCIAL REAL ESTATE BROKER SERVICES**

**RFP NUMBER: RFP-RC-2015-35**

### **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.

### **SUBCONTRACTING**

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

### **TERMINATION/AMENDMENT**

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

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

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

**ROCKLAND COUNTY'S INSURANCE REQUIREMENTS:**

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

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

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

**COVERAGES – (SEE ATTACHED MATRIX)**

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

1. Dilution of the limits of insurance shown on the Certificate of Insurance by more than 20% as a result of the payment of claims or expenses;
2. The downgrading of any insurer listed on the Certificate of Insurance by AM Best to less than an "A" rating;

3. The receipt, from any listed insurer, of a notice of cancellation before the expiration date thereof or non-renewal will be delivered in accordance with the policy provisions;
4. The receipt, from any listed insurer, of any failure of the named insured to comply with an insurance policy term or condition.

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

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

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

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

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

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

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



Edwin J. Day, County Executive

**TITLE: COMMERCIAL REAL ESTATE BROKER SERVICES**

**RFP NUMBER: RFP-RC-2015-35**

benefits insurance coverage. These exemption forms can ONLY be used to attest to a government entity that an applicant requesting a permit, license or contract from that government entity is not required to carry NYS workers' compensation and/or disability benefits insurance.

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

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

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

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

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

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

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

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

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

**EMPLOYERS LIABILITY** with minimum statutory requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Edwin J. Day, County Executive

**TITLE: COMMERICAL REAL ESTATE BROKER SERVICES**

**RFP NUMBER: RFP-RC-2015-35**

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

	VENDOR CLASSIFICATION  CHECK APPROPRIATE BOX	Janitorial Services  <input type="checkbox"/>	Lease/Use of Facilities or Ground / Prop to Others  <input type="checkbox"/>	Contracted Services  <input type="checkbox"/>	Consultant Services  <input type="checkbox"/>	Licensed Professional Consultant Services – Legal, Accounting, A/E, Medical. Etc.  <input checked="" type="checkbox"/>	Capital Construction Projects –Buildings, Roads, Water Treatment  <input type="checkbox"/>
	Type of Insurance						
A	Commercial General Liability (CGL) Each Occurrence						(1)
	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	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
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	\$1,000,000	\$1,000,000	XXXXX	XXXXX	\$1,000,000	\$5,000,000
	Aggregate	\$1,000,000	\$1,000,000	XXXXX	XXXXX	\$1,000,000	\$5,000,000
D	Workers Compensation and Employers Liability	(3)	(3)	(3)	(3)	(3)	(3)
	Each Employee	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory
	Each Accident	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory
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)	
	Per Claim				\$1,000,000	\$1,000,000	
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



Edwin J. Day, County Executive

**TITLE: COMMERCIAL REAL ESTATE BROKER SERVICES**

**RFP NUMBER: RFP-RC-2015-35**

## SECTION C – FORMS

### Receipt Confirmation Form

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

PAUL J. BRENNAN, 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 Bid.**

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

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

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

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

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

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

I have received a copy of the above noted BID.

\_\_\_\_\_ We will be submitting a Bid

\_\_\_\_\_ We will NOT be submitting a Bid – (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



Edwin J. Day, County Executive

**TITLE: COMMERICAL REAL ESTATE BROKER SERVICES**

**RFP NUMBER: RFP-RC-2015-35**

**AFFIDAVIT OF DISCLOSURE OF POLITICAL CONTRIBUTIONS  
PURSUANT TO CHAPTER 323 OF THE ROCKLAND COUNTY CODE**

STATE OF NEW YORK)

: ss:

COUNTY OF ROCKLAND)

NAME OF REPORTING ENTITY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_ TELEFAX NO.: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

THE REPORTING ENTITY IS (Check one of the following):

\_\_\_\_\_ AN INDIVIDUAL \_\_\_\_\_ A PARTNERSHIP \_\_\_\_\_ A CORPORATION

THE REPORTING ENTITY: (Check One)

\_\_\_\_\_ Will enter into a contract with the County of Rockland which did/did not result from public bidding in excess of Ten Thousand Dollars (\$10,000.00) this calendar year.

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

THE REPORTING ENTITY, ITS MEMBERS, DIRECTORS, POLICY MAKING 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 THIS AFFIDAVIT.):

**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 OF	VALUE & NATURE OF CONTRIBUTION

I am the \_\_\_\_\_ (Title or Office) of the reporting entity listed above.

I make this affirmation based upon my personal review of the books and records of the reporting entity. All of the foregoing information is true to the best of my knowledge, after inquiry. I make these statements under penalty or perjury.

SIGNATURE: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

SWORN to before me this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_

\_\_\_\_\_, Notary public



Edwin J. Day, County Executive

**TITLE: COMMERCIAL REAL ESTATE BROKER SERVICES**

**RFP NUMBER: RFP-RC-2015-35**

**CERTIFICATION REGARDING AFFIRMATIVE ACTION PLAN  
AND  
BUSINESS DEALINGS IN NORTHERN IRELAND**

State of New York)

:SS

County of Rockland

**AFFIRMATIVE ACTION PLAN**

I, \_\_\_\_\_ being duly sworn, deposes and says that he/she is the

\_\_\_\_\_ of the \_\_\_\_\_ Corporation. I and/or the corporation (DO) (DO NOT) employ fifteen (15) (Circle One) employees and I (TRANSACTION) (DO NOT TRANSACTION) a minimum of \$50,000 per annum business with the County of Rockland. (Circle One)

Based on the above information, If either the Corporation or I is transacting business greater than \$50,000 annually, a copy of the corporations Affirmative Action Plan is attached to this RFP submittal

**BUSINESS DEALINGS IN NORTHERN IRELAND – MACBRIDE PRINCIPLES**

In accordance with Article 5 of the County of Rockland Procurement Policy, the proposer, by submission of this proposal certifies that it or any individual or legal entity in which the proposer holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the proposer, either: (answer yes or no to one or both of the following, as applicable).

(1) has business operations in Northern Ireland: Yes \_\_\_\_\_ No \_\_\_\_\_ if yes;

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

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
SIGNED

SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_

20 \_\_\_\_\_

Notary Public: \_\_\_\_\_

**THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL**



Edwin J. Day, County Executive

**TITLE: COMMERCIAL REAL ESTATE BROKER SERVICES**

**RFP NUMBER: RFP-RC-2015-35**

**PAST & PRESENT PERFORMANCE INFORMATION FORM**

**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.**

1. Reference Program/Project Manager:

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

2. Reference Contracting Officer

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

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



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**DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT**

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

I, \_\_\_\_\_, as \_\_\_\_\_  
Name of Individual Title & Authority

Of \_\_\_\_\_, declare under oath that the above  
Company Name  
Statements, including any supplemental responses attached hereto, are true.

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

State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_

Representing him/herself to be \_\_\_\_\_ of the Company



Edwin J. Day, County Executive

**TITLE: COMMERICAL REAL ESTATE BROKER SERVICES**

**RFP NUMBER: RFP-RC-2015-35**

**SUPPLIER INFORMATION PAGE**

LEGAL NAME OF SUPPLIER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

REMIT TO ADDRESS IF DIFFERENT FROM THE ABOVE: \_\_\_\_\_

SS# / FEDERAL IDENTIFICATION NUMBER: \_\_\_\_\_ DUNS NUMBER: \_\_\_\_\_

CONTACT PERSON FIRST & LAST NAME: \_\_\_\_\_ CONTACT PERSON TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SIGNATORY FIRST & LAST NAME: \_\_\_\_\_ SIGNATORY TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SS# / FEDERAL IDENTIFICATION NUMBER: \_\_\_\_\_

DUNS NUMBER: \_\_\_\_\_

OFFEROR'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

COUNT-1

OP ID: TD

DATE (MM/DD/YYYY)

08/03/2015

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Ducey Agency, Inc. 43 South Liberty Drive Stony Point, NY 10980 Thomas Torpey	<b>CONTACT NAME:</b> Thomas Torpey <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> <b>FAX (A/C, No):</b>
<b>INSURED</b> Licensed Professional Consultant Svcs-Legal Accounting, AVE, Medical, Etc. 123 Main Street New City, NY 10956	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> "A" Rated General Liability <b>INSURER B:</b> "A" Rated Auto <b>INSURER C:</b> "A" Rated Professional <b>INSURER D:</b> Workers Compensation <b>INSURER E:</b> "A" Rated Umbrella <b>INSURER F:</b>

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY ENDORSEMENTS.						
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		123XYZ	01/01/2015 01/01/2016	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 \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			123XYZ	01/01/2015 01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$			123XYZ	01/01/2015 01/01/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		FOR C105.2 OR U26.3 CF 100 OR SI-12	01/01/2015 01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional			123XYZ	01/01/2015 01/01/2016	1,000,000

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

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.

<b>CERTIFICATE HOLDER</b>  COUNTY OF ROCKLAND 18 NEW HEMPSTEAD RD. NEW CITY, NY 10956	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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