REQUEST FOR QUOTES ALBANY COUNTY EXECUTIVE



REQUEST FOR QUOTES #2012-141

LEGAL SERVICES

ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
KAREN A. STORM, PURCHASING AGENT
112 STATE STREET, ROOM 820
ALBANY, NY 12207

REQUEST FOR QUOTES #2012-141 LEGAL SERVICES ALBANY COUNTY EXECUTIVE

SECTION 1: PURPOSE:

1.1 The County of Albany is seeking quotes from qualified attorneys and legal firms to provide legal services related to the proposed asset purchase and facility lease of the Albany County Nursing Home, as requested by the office of the Albany County Executive.

SECTION 2: RECEIPT OF QUOTES:

2.1 Quotes must be received original form <u>or</u> by fax or email, by close of business (4:30 p.m.) on Thursday, November 15, 2012, at the following address, fax number, or email address:

Karen A. Storm Albany County Purchasing Agent 112 State Street, Room 820 Albany, NY 12207

Fax # (518) 447-5588

Email: karen.storm@albanycounty.com

- 2.2 Albany County reserves the right to reject any or all quotes in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional quotes.
- 2.3 Submission of any quote indicates acceptance of the conditions contained in the RFQ, unless clearly and specifically noted otherwise in the quote.
- 2.4 Albany County may, at any time, by written notification to each vendor having obtained a copy of the RFQ through the Albany County Purchasing Division office, change any portion of the RFP described and detailed herein.
- 2.5 Quotes and supporting documentation will be examined and evaluated by the Albany County Executive's Office.

SECTION 3: VENDOR QUALIFICATIONS:

- 3.1 Any attorney or law firm submitting a quote to provide services under this RFQ shall possess experience in providing legal services and counsel in relation to sophisticated health care transactions, specifically direct care facilities, including, but not limited to nursing homes
- 3.2 With the quote submission, the attorney or law firm shall provide a statement of its experience and qualifications to provide the requested services.
- 3.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the vendor to perform the work. The vendor shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any quote if the information submitted by, or investigation of, such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional quotes will not be accepted.

SECTION 4: SCOPE OF SERVICES:

- 4.1 The successful proposer shall provide legal services and counsel to the County of Albany in relation to the asset purchase and facility lease of the Albany County Nursing Home.
- 4.2 The successful proposer shall:
 - a. advise the County in contract negotiations with the counterparty;
 - b. review and revise the contracts during the course of negotiations;
 - c. be available to discuss the specifics of the contract and its provisions with legislative leadership;
 - d. discuss the contract in its entirety, once finalized, with the full Albany County legislature.
- 4.3 The successful proposer shall comply with deadline of December 1, 2012 for completion of contracts and supporting exhibits.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period commence upon award and shall continue until completion of work required under this contract.
- 5.2 The selected vendor shall execute a contract with the County of Albany, as prepared and approved by the Albany County Attorney, in substantial conformance with this RFQ.

SECTION 6: QUOTE SUBMISSIONS:

6.1 In order for the County to conduct a uniform review process of all quotes, quotes must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a quote because adherence to this format is critical for the County's evaluation process:

I: Vendor Identification

Give the name of the firm, address, telephone and facsimile numbers, contact person and email address.

II: Vendor Qualifications

- a. Provide a brief history and description of your firm.
- b. Include your firm's most recent annual report.
- c. Identify your firm's professional staff members who would be involved in the County engagement, and the experience each possesses, and the location of the office from which each work.
- d. Give the name and title of person(s) authorized to bind the firm in a contract with Albany County.
- e. Detail your firm's experience with the provision of legal services, specifically those related to sophisticated health care transactions with direct care facilities, including nursing homes.
- f. Provide at least two (2) references from similar projects including name, addresses and telephone numbers.
- g. Provide any additional information that would distinguish your firm in its service to Albany County.
- **III: Plan Implementation** The Plan Implementation Section must address the Scope of Services in terms of the vendor's plan to carry out the requested service.

IV: Cost Proposal Section -

- a. Submit a cost proposal for the services described in this RFQ and on the Cost Proposal Form included herein.
- b. Provide any other relevant information that will assist the County in evaluating your quote submission.

SECTION 7: QUOTE EVALUATION:

7.1 Quote submissions will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with thi QRF

7.2 Quote submissions eceived will be evaluated by the Albany County Executive's Office based upon the following:

CRITERIA	WEIGHT
Professional Qualifications and Prior Experience in Similar Projects	30%
Proposed Costs	50%
Ability to Meet December 1, 2012 Deadline	20%

SECTION 8: INDEMNIFICATION:

8.1 The successful vendor shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful vendor, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 9: SPECIFICATION CLARIFICATION:

9.1 All inquiries with respect to this Request for Quotes must be directed to the Albany County Purchasing Agent as follows:

Karen A. Storm Albany County Purchasing Agent 112 State Street, Room 820 Albany, NY 12207 (518) 447-7140 (Telephone) (518) 447-5588 (Fax)

9.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the RFQ documents. Questions received less than four (4) days prior to the quote submission deadline will not be answered. Only questions answered by formal written Addenda will be binding.

SECTION 10: INSURANCE AND SECURITY REQUIREMENTS:

10.1 The successful vendor will be required to procure and maintain at its own expense, the following insurance coverage:

- (a) Worker's Compensation and Employer's Liability Insurance: A policy or policies providing protection for Employees in the event of job related injuries.
- (b) **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile 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 automobile.
- (c) **General Liability Insurance:** A policy or policies or comprehensive all-risk insurance with limits of not less than:

Liability For:	Combined Single Limit
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Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000

- (d) **Professional Liability Insurance:** A policy or policies with limit of not less than \$1,000,000.
- 10.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney:
 - (a) Albany County shall be named as an additional insured on all liability policies. **RFQ** number must appear on insurance certificate.
 - (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.
- 10.3 No work shall be commenced under the contract until the successful vendor has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the Contract to be procured by the successful vendor. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful vendor shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful vendor to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful vendor to procure and maintain any required insurance, shall not relieve the successful vendor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful vendor concerning indemnification.

SECTION 11: REMEDY FOR BREACH:

11.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the COUNTY all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the COUNTY to procure a substitute contractor to satisfactorily complete the contract work, together with the COUNTY's own costs incurred in procuring a substitute contractor.

SECTION 12: PRIVACY OF PERSONAL HEALTH INFORMATION:

12.1 In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the CONTRACTOR, (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI), (as defined in 45 CFR § 164.501) other than as permitted or required by this AGREEMENT with the COUNTY (deemed a HYBID ENTITY as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The CONTRACTOR shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this AGREEMENT.

12.2 OBLIGATIONS, ACTIVITIES AND PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may use PHI for the proper management and administration of the CONTRACTOR, to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services contained in this AGREEMENT or to carry out the legal responsibilities of the CONTRACTOR as required by the Scope of Services, provided that such use or disclosure would not violate the Privacy Rule (as defined in 45 CFR Part 160 and Part 164, subparts A and E) if done by the COUNTY or the minimum necessary policies and procedures of the COUNTY. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may disclose PHI for the proper management and administration of the CONTRACTOR and to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services of this AGREEMENT, provided such disclosures are Required By Law or reasonable assurances are obtained that the information will remain confidential, be used or disclosed solely for the purpose it was disclosed or as Required By Law, and that any violation of such confidentiality will be reported to CONTRACTOR
- b. The CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided by this AGREEMENT, and, upon knowledge of a violation, to mitigate any known harmful effects of such a disclosure. The CONTRACTOR shall immediately report to the COUNTY any use or disclosure of PHI

not provided by this AGREEMENT of which it becomes aware. The CONTRACTOR shall ensure any agents and subcontractors of the CONTRACTOR to the extent allowed by this AGREEMENT, to whom PHI is supplied, created, used or maintained on behalf of the COUNTY, shall be bound by the requirements of this Article.

- c. The CONTRACTOR shall provide access to PHI in a designated record set in accordance with 45 CFR § 164.524. The CONTRACTOR shall make any amendments to PHI in a designated record set that the COUNTY directs or agrees to in accordance with 45 CFR § 164.526. The CONTRACTOR shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528.
- d. The CONTRACTOR shall make internal practices, books, records, including policies and procedures on PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY available to the Secretary of the Department of Health and Human Services or his designee for the purposes of determining the CONTRACTOR's compliance with this Article.

12.3 TERMINATION

- a. Upon the COUNTY'S knowledge of a breach or violation of this Article by the CONTRACTOR, the COUNTY, pursuant to 45 CFR § 164.504(e)(2)(iii), may terminate the AGREEMENT if it determines that such a breach violated a material term of this Article. Notwithstanding that, the COUNTY may provide an opportunity for the CONTRACTOR to cure the breach or end the violation within a time set by the COUNTY and, if cure is not possible or does not occur within the time limit, immediately terminate the AGREEMENT without penalty. If neither termination nor cure is feasible, the COUNTY shall report the violation to the Secretary.
- b. Upon termination of this AGREEMENT, if feasible, the CONTRACTOR, shall return or destroy all PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY that the CONTRACTOR still maintains in any form and retain no copies of such information, or, if such return or destruction is not feasible, extend the protections of this AGREEMENT to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

SECTION 13: INTERPRETATION

13.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFQ, and/or, the Agreement (between the County and the successful vendor) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFQ; 3) the Contractor's proposal.

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Legal Services RFO Number: 2012-141

THIS PROPOSAL IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent Albany County Department of General Services Purchasing Division 112 State Street, Room 820 Albany, NY 12207

- 1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
- 2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.
- 3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:
 - (a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date Number

(receipt of all of which is hereby acknowledged)

(b) Proposer has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Proposer deems necessary;

- (c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.
- 4. Proposer will complete the Work for the following prices(s): (Attach Proposal)
- 5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

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7. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

COST PROPOSAL FORM

Legal Services 2012-141

PROPOSAL IDENTIFICATION:

RFQ Number:

Title:

PROPOSED HOURLY RATES		
Partners	\$	
Senior Associates	\$	
Junior Associates	\$	
Law Clerks (Unadmitted Law Graduates)	\$	
Law Clerks (Law Students)	\$	
Paralegals	\$	
Detail any additional costs, including reimb	ursable expenses, for which the Coun	ity would be liable:

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

RFQ Number:

Title:

COMPANY:	
ADDRESS:	
CITY, STATE, ZIP:	
TEL. NO.:	
FAX NO.:	
FEDERAL TAX ID NO.:	
REPRESENTATIVE:	
SIGNATURE AND TITLE	
DATE	

Legal Services 2012-141